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1 **Request IR-1:**

2

3 **With respect to the Application on p. 9, lines 15-17 - The Nalcor Transactions are described**  
4 **as comprising Appendices 2.02 to 2.16. The Nalcor Transactions are described differently**  
5 **at p. 21, line 11 - p. 22, line 4, which refers to 13 agreements only. On p. 28, lines 27-28, a**  
6 **reference is made to Appendices 8.01 and 8.03. Please indicate which agreements comprise**  
7 **the "Nalcor Transactions" and which are "related transactions"?**

8

9 **Response IR-1:**

10

11 The agreements comprising the Nalcor Transactions consist of the agreements found in  
12 Appendices 2.02 to 2.16. These agreements, together with the agreements found in Appendices  
13 8.01 and 8.03, comprise the related transactions referred to in the Maritime Link Act.

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1 **Request IR-2:**

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3 **With respect to the Application on p. 9, line 27 - Please describe in what circumstances a**  
4 **"monthly addition" of the ECA loss adjustment and NSTUA losses could occur?**

5

6 Response IR-2:

7

8 (a) Transmission Losses for the NS Block are provided for in Schedule 3 of the Energy and  
9 Capacity Agreement. The transmission losses applied to future deliveries are based upon  
10 historic averages which will be adjusted for the actual losses which occur. Section 4.0 of  
11 that Schedule provides for a monthly reconciliation in which the actual losses for the NS  
12 Block for the month as described in Section 4 are compared to the deemed losses which  
13 were forecast based on the "Reference Period" as described in Section 1.0. This can result  
14 in a "monthly addition or subtraction" of energy delivered in the next period to  
15 compensate the appropriate party for over or under supply of losses for that prior period.

16

17 (b) A similar calculation is made for Nalcor export Energy under Schedule 3 of the Nova  
18 Scotia Transmission Utilization Agreement. In that agreement the monthly reconciliation  
19 is provided for in Section 5.0 and the actual transmission losses for the Nalcor export  
20 Energy are compared to the deemed losses determined based on the "Reference Period"  
21 as described in Section 1.0 and again can result in a "monthly addition or subtraction".

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1 **Request IR-3:**

2  
3 **With respect to the Application on p. 15, Figure 1.2 and p. 44, lines 21-26 - The HVDC**  
4 **terminal stations have apparently been located at points with capabilities to deliver**  
5 **500MW but in Newfoundland this has apparently required new additions to the current**  
6 **AC grid between Granite Canal and Bottom Brook. Why are upgrades to the**  
7 **Newfoundland system included in the Maritime Link (for ultimate inclusion in NSPI**  
8 **electricity rates) rather than being paid for by Newfoundland customers like the rest of the**  
9 **Newfoundland grid?**

10  
11 **Response IR-3:**

12  
13 Please also see the answer to question UARB IR-2. The AC lines from Bottom Brook to Granite  
14 Canal are included in the Maritime Link Project for the following reasons:

- 15  
16 (a) The NS Block could not be delivered reliably without the construction and operation of  
17 this AC line. This AC line was not currently planned to be built but for the Maritime Link  
18 Project.  
19  
20 (b) The energy comprising the NS Block which flows across NL to the entry point of the  
21 Maritime Link is carried over three circuits; with the addition of the Granite Canal to  
22 Bottom Brook, 230 kV AC line, the remaining system is available for use to deliver the  
23 NS Block with no incremental transmission service charges.  
24  
25 (c) A fundamental element of the commercial agreement is that NSPML would bear  
26 20 percent of the costs of the entire project in exchange for 20 percent of the energy from  
27 Muskrat Falls. Under the 20 For 20 Principle, the specific assets that constitute the  
28 Maritime Link Project were anticipated to be approximately equal to 20 percent of the  
29 overall cost of all of the LCP Phase 1 and Maritime Link assets. The cost of this AC line

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1 is a component of the calculation to approximate NSPML's 20 percent of the total costs  
2 of LCP Phase I and Maritime Link.

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1 **Request IR-4:**

2  
3 **With respect to the Application on p. 16, line 2- the claim that the Maritime Link Project**  
4 **will increase Nova Scotia's capacity to develop new wind sources of energy:**

5  
6 **(a) What percentage of NSPI's total generation capacity will be served by wind in the**  
7 **next three years?**

8  
9 **(b) Excluding any energy from Muskrat Falls, what percentage of NSPI's capacity is**  
10 **expected to be comprised of electricity from wind in 2020?**

11  
12 **(c) What percentage of NSPI's total generation capacity could potentially be served by**  
13 **wind in the future if the Maritime Link Project is completed?**

14  
15 **Response IR-4:**

16  
17 (a-b) In Section 3.2 of the 2009 Special Report – Accommodating High Levels of Variable  
18 Generation, NERC identified the issue “Consistent and accurate methods are needed to  
19 calculate capacity values attributable to variable generation”, recognizing that variable,  
20 non-dispatchable generation sources cannot be attributed the same capacity value as  
21 conventional generation. For this reason, NSPI wind generation is reported as a  
22 percentage of energy requirements.

23

<b>Year</b>	<b>% Wind by Energy</b>
2014	9
2015	13
2016	13.5
2020	15

24  
25 Please note that the above table was developed using base load which includes  
26 Port Hawkesbury Paper industrial load.

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1  
2  
3 (c) It has been demonstrated in other jurisdictions that the penetration of variable sources of  
4 generation is enabled by access to large hydro generating resources. Scheduling of hydro  
5 generation to complement the production of wind or tidal generation provides a system  
6 with capacity and support when necessary. The development of the Maritime Link puts in  
7 place assets that could be leveraged in future years, with the necessary contracts, to  
8 support to variable renewable generation. Precise forecasts are challenging as many  
9 factors that extend beyond the development of the Maritime Link would enter into the  
10 consideration. NS Power estimates that at least an additional 40-80 MW of wind could be  
11 added to the system. Please refer to EAC IR-32 Attachment 1.

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1 **Request IR-5:**

2

3 **On p. 16, figure 1-3, shows new transmission components being built in Newfoundland.**

4

5 **(a) What are the details of the transmission components in Newfoundland that NS rate**  
6 **payers would be responsible for covering?**

7

8 **(b) Are NS ratepayers responsible for covering the O&M costs of transmission**  
9 **components in Newfoundland?**

10

11 **(c) If so, what are the expected annual costs of these components?**

12

13 **(d) Who will be physically responsible for maintenance of those assets not located in**  
14 **Nova Scotia?**

15

16 **(e) Would any of these investments represent improvements to the Newfoundland**  
17 **system?**

18

19 **Response IR-5:**

20

21 (a) NS Ratepayers will be responsible for paying 20 percent of the total estimated capital  
22 cost of the LCP Phase I and Maritime Link facilities in exchange for 20 percent of the  
23 estimated energy output of Muskrat Falls generating station. The Maritime Link facilities  
24 are described in the Basis of Design found in Schedule 1 of the Maritime Link Joint  
25 Development Agreement. The assets of the Maritime Link which are located on the  
26 island of Newfoundland are:

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- 1 (i) the termination points for the HVDC subsea cable which includes anchor point,  
2 about 1 km of buried cable and a transition compound to convert to overhead  
3 lines;  
4
- 5 (ii) An overland HVDC transmission line from near Cape Ray, to near Bottom Brook  
6
- 7 (iii) 500 MW HVDC converter station adjacent to the substation at Bottom Brook  
8
- 9 (iv) expansion of the Bottom Brook substation to accommodate the HVDC lines  
10 terminations and the new AC line terminations from Granite Canal,  
11
- 12 (v) AC transmission line from Bottom Brook to Granite Canal;  
13
- 14 (vi) a low voltage DC overhead line between Bottom Brook and St. Georges Bay  
15 connecting the shore grounding facility to the converter,  
16
- 17 (vii) a shore based grounding facility  
18
- 19 (viii) Minor substation modifications for the interconnection of the new AC line at  
20 Granite Canal which includes reconfiguration and terminations at Upper Salmon  
21 and Bay d'Espoir substations, and  
22
- 23 (ix) Associated communications and control center modifications to accommodate the  
24 data and controls for the Bottom Brook converter.  
25
- 26 (b) Please refer to Section 4.10 of the Application, which describes the calculation of O&M  
27 costs and the true up payment process that would occur shortly after construction. Once  
28 the true up is completed, Nalcor will be responsible for the O&M costs for all assets  
29 except the Maritime Link and NS ratepayers are responsible to pay all O&M costs of the



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- 1 Maritime Link (including those parts located in NL) over the term of the Energy and  
2 Capacity Agreement.
- 3
- 4 (c) The forecasted O&M costs have not been broken out between those in NL, NS and in the  
5 subsea territory between the provinces. The total O&M has been projected and included  
6 in the financial model in Appendix 4.01.
- 7
- 8 (d) Under the terms of the Joint Operations Agreement, NSPML is responsible to maintain  
9 the Maritime Link over the term of the Energy and Capacity Agreement.
- 10
- 11 (e) All of the components of the Maritime Link will improve both Nova Scotia and  
12 Newfoundland systems equally. It is not practical to parse the benefit of the project due to  
13 the 20 for 20 principle, where all of the assets serve both provinces proportionately.

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1 **Request IR-6:**

2

3 **With respect to the Application on p. 16, line 3:**

4

5 (a) **After the transmission upgrades are completed for the Maritime Link, would access**  
6 **to any new wind sources accommodated by completion of the Maritime Link Project**  
7 **be restricted by NSPI's transmission infrastructure?**

8

9 (b) **If so, are the costs of any such upgrades to the transmission infrastructure included**  
10 **in the projected costs of this Application?**

11

12 (c) **Please provide a projection of the costs of such upgrades.**

13

14 **Response IR-6:**

15

16 (a-c) Any request for new wind farms would follow the interconnect request protocol and  
17 would be studied for system upgrade requirements in the order of receipt. The  
18 transmission upgrades contemplated for the Maritime Link Project do not consider those  
19 projects that are either behind it in the queue or those that have yet to be requested. A  
20 wind farm may or may not require a system upgrade depending on the size of the  
21 installation and the location.

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1 **Request IR-7:**

2

3 **With respect to the Application on p. 17, line 6 - Which competitive markets are being**  
4 **referenced?**

5

6 Response IR-7:

7

8 The enhanced access refers to the benefit the Maritime Link provides to competitively purchase  
9 Newfoundland and Labrador's Surplus Energy, as well as the improvement to access New  
10 England electricity if Nalcor Surplus Energy is exported from Nova Scotia. In the later scenario,  
11 for each Nalcor MW exported out of Nova Scotia, one MW can be imported which otherwise  
12 may have been constrained prior to the Maritime Link.

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1 **Request IR-8:**

2

3 **The Application, p.23, indicates NSPI Firm delivery is 170MW, plus supplementary block**  
4 **in the first five years, with total power delivery of 500MW.**

5

6 **(a) Please provide the total cost in cents per kilowatt hour for each of those scenarios.**

7

8 **(b) Please clarify what is Nova Scotia's guaranteed firm commitment from the Link,**  
9 **before losses and net of losses.**

10

11 **(c) Is there any recovery mechanism available to NSPML or to NS ratepayers if the**  
12 **firm load is not delivered?**

13

14 **Response IR-8:**

15

16 **(a) Please refer to NSUARB IR-37 Attachment 1 for the \$/MWh costs associated with the**  
17 **NS Block.**

18

19 **(b) Please refer to response to CanWEA IR-51.**

20

21 **(c) Please refer to responses to CA/SBA IRs 109 and 110.**

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1 **Request IR-9:**

2

3 **With respect to the Application on p. 23, line 23- Please provide the specific references in**  
4 **the Nalcor Transactions (i.e., agreements) which support the claim that the electricity from**  
5 **Muskrat Falls is dispatchable in accordance with footnote 11.**

6

7 Response IR-9:

8

9 The specific references in the Nalcor Transactions (agreements) that support the claim that the  
10 electricity from Muskrat Falls (the Nova Scotia Block) is dispatchable in accordance with  
11 footnote 11 are found in the Energy and Capacity Agreement, Schedule 5 (Nova Scotia Block  
12 Energy Management), Section 2 and 3.

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1 **Request IR-10:**

2  
3 **With respect to the Application on p. 25, line 5 and p. 15, line 17:**

- 4
- 5 (a) **It appears to claim that the Maritime Link Project will improve access to electricity**  
6 **markets, including the North American electricity grid, please describe any risks**  
7 **that may be foreseen in the context of the decision of Québec's Régie de l'énergie in**  
8 **2010 respecting an application by Newfoundland and Labrador Hydro concerning**  
9 **open access rules (Case number D-201 0-053).**
- 10
- 11 (b) **Please explain the feasibility of the proposed "new regional electricity loop" in the**  
12 **context of the Régie's 2010 decision.**
- 13

14 Response IR-10:

- 15
- 16 (a) Nova Scotia's access to the North American grid will be direct via either or both of New  
17 Brunswick and Newfoundland and Labrador. Decision D-2010-053 issued by the Regie  
18 on May 11, 2010 dismissed certain specific complaints made by NLH regarding, *inter*  
19 *alia*, the available transfer capacity of the Churchill Falls Lines and priority use of those  
20 lines; and whether a system impact study prompted by NLH's January 2006 request  
21 (refused by HQT) for 30 year firm point to point service for export into Ontario, New  
22 Brunswick, New England and New York of electricity to be generated by generating  
23 stations (Gull Island and Muskrat Falls) on the Lower Churchill by HQT was OATT-  
24 compliant. Any difficulty in this respect for NLH would not necessarily have an impact  
25 on NS Power's ability to import energy from Newfoundland and Labrador over the  
26 Maritime Link or to continue to import energy over the NB/NS Intertie. The facts and  
27 circumstances underlying Decision D-2010-053 are unique to that proceeding, and cannot  
28 reasonably be considered to pose a threat to the ability of NS Power to import energy  
29 from other jurisdictions or parties.

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1 (b) The benefit of the new connection to Newfoundland and Labrador, in terms of the  
2 creation of the regional electricity loop, is that NS Power customers will have two  
3 options for accessing for importing market priced energy. Through the Maritime Link,  
4 Nova Scotia will be in the middle of a loop that connects NS, NL, Que and NS into one  
5 transmission system. When energy is not economically available over the NB/NS Intertie,  
6 there will be another option via the Maritime Link. In the unlikely event that  
7 supplemental energy is not economically available over the Maritime Link, the NB/NS  
8 Intertie remains available for imports.

9  
10 Only through the Maritime Link connection does Nova Scotia have the ability to access  
11 the abundance of energy available from NL (which includes 300 MW of recall energy  
12 from the Upper Churchill) and also import through the NS/NB interconnection from a  
13 variety of markets, including Quebec. With this new energy loop and the improved  
14 access to energy Nova Scotia Power's system becomes more stable and reliable.

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1 **Request IR-11:**

2

3 **With respect to the Application on p. 29, line 25 - In determining the avoided cost to NSPI**  
4 **under the Agency and Service Agreement, what is the process NSPI will apply to decide which**  
5 **generation or alternate import is backed down? Explain.**

6

7 Response IR-11:

8

9 Upon confirmation of point of delivery (Woodbine or NS/NB border), NS Power would  
10 determine what action (that is, backing down a generation unit(s) and/or an alternate import)  
11 would make the best economic decision in the context of meeting load requirements and  
12 supporting system stability; the avoided cost would result from that decision. The parties will  
13 negotiate the formula and methodology for calculating the avoided cost (per Section 6.1 of the  
14 Agency and Service Agreement); the underlying principle is that there will be no negative cost  
15 impact to NS Power customers.



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1 **Request IR-12:**

2  
3 **With respect to the Application on p. 31, line 4- Please set out all the sections of NSPI's**  
4 **Affiliate Code of Conduct which potentially conflict with the Maritime Link Project, with**  
5 **the Nalcor Transactions and with the Application.**

6  
7 Response IR-12:

8  
9 Potential conflicts with NS Power's Affiliate Code of Conduct are discussed in Section 8.3 of the  
10 Application:

11  
12 NS Power's Code of Conduct governing Affiliate Transactions (Affiliate Code)  
13 was created well before the advent of the Maritime Link Project, the *Maritime*  
14 *Link Act* and the Regulations thereunder. Section 3.1 of the Affiliate Code  
15 provides that: "EMERA, the parent company of NSPI, will create and maintain a  
16 corporate organizational structure which ensures that regulated and other utility  
17 services are provided solely by NSPI and no other affiliate." Section 3 of the  
18 Regulations, however, provides that as an applicant, NSPML is deemed to be a  
19 public utility within the meaning of the *Public Utilities Act*. *The Maritime Link*  
20 *Act* and Regulations thus conflict with, but supersede the conflicting provisions in  
21 Section 3.1 of the Code, and Section 3.1 of the Code cannot pertain to the Nalcor  
22 Transactions and the Maritime Link Project.

23  
24 NS Power is a party to the Agency and Service Agreement found at Appendix  
25 8.01, which Agreement is a related transaction under the *Maritime Link Act* and  
26 thereby forms part of the Maritime Link Project. That Agreement is between two  
27 Nova Scotia public utilities, NS Power and NSPML. As above, a public  
28 utility which is affiliated with NS Power was not contemplated by the Affiliate  
29 Code. NSPML submits, and requests Board confirmation, that the Agreement is a  
30 binding and effective commitment by NS Power despite any potentially  
31 conflicting requirements of the Affiliate Code.

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1 **Request IR-13:**

2  
3 **With respect to the Application on p. 33, footnote 17:**

4  
5 **(a) Please provide the analysis of how the line losses were calculated at 17MW from**  
6 **Labrador to Woodbine, NS.**

7  
8 **(b) Please provide the amount of line losses for the following:**

9  
10 **(i) from Labrador to Bottom Brook, NL;**

11  
12 **(ii) from Bottom Brook, NL to Woodbine, NS over the Maritime Link facilities**  
13 **in their entirety;**

14  
15 **(iii) at each of the converter stations;**

16  
17 **(iv) at each of the grounding sites; and**

18  
19 **(v) Over the subsea portion of the Maritime Link.**

20  
21 **Response IR-13:**

22  
23 **(a) Please see methodology and calculations in Part (b).**

24  
25 **(b) Loss calculation and allocation is based on an overall system average methodology which**  
26 **apportions losses based on a pro-rata share of system usage from Labrador to Woodbine.**  
27 **The NL Transmission District Loss Rate is calculated from the usage of the Labrador**  
28 **Island Link (LIL) DC system plus the Newfoundland 230 kV bulk power system usage.**  
29 **Forecasted monthly average hydraulic production and system load for the period of**  
30 **2018-2037 was simulated in load flow models to obtain total system losses, which was**

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1 converted to energy losses based on the on-peak and off-peak delivery schedule. Total  
2 system energy losses were then apportioned between Newfoundland and Labrador Hydro  
3 (NLH) energy usage and the projected export via the Maritime Link based on energy  
4 share.

5  
6 Newfoundland Labrador Transmission District Loss Rate (NLTDLR)

7  
8 
$$\text{NLTDLR} = \text{NLTDL} / (\text{NLTDL} + \text{NLHE})$$

9  
10 Where:

- 11  
12 • NLTDL is defined as Newfoundland Transmission District Losses (LIL DC losses  
13 plus NLH 230 kV AC losses)  
14 • NLHE is defined as total NLH load fed from 230 kV

15  
16 The Maritime Link Loss Rate is the ratio of calculated annual energy losses to the annual  
17 energy delivered to the Maritime Link at Bottom Brook, given the projected monthly on-  
18 peak and off-peak delivery schedule.

19  
20 Total Export Loss Rate is then calculated for the Emera Block of energy (20 percent of  
21 Muskrat Falls production) based on the formula:

22  
23 Total Export Loss Rate (TELR)

24 
$$\text{TELR} = (\text{EB} \times \text{NLTDLR}) + (\text{EB} \times (1 - \text{NLTDLR}) \times \text{MLLR})$$

25  
26 Where:

- 27  
28 • EB is defined as the Emera Block of energy  
29 • MLLR is the Maritime Link Loss Rate

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<b>Year</b>	<b>NL Transmission District Loss Rate (NLTDLR) (%)</b>	<b>Maritime Link Loss Rate (MLLR) (%)</b>	<b>Total Export Loss Rate (TELR) (%)</b>
2018	4.5	4.8	9.1
2022	4.7	4.5	9.0
2027	4.5	4.1	8.4
2037	4.3	3.2	7.4

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1 **Request IR-14:**

2

3 **With respect to the Application on p. 33, footnote 17 - Since the 20 for 20 Principle is**  
4 **defined at p. 7 of the Application as providing 20% of the electricity from Muskrat Falls to**  
5 **NSPML, please explain why NSPML is not entitled to receive the full 170 MW of capacity**  
6 **delivered at Bottom Brook, NL, without any deduction for line losses?**

7

8 Response IR-14:

9

10 NSPML is responsible for the transmission losses associated with the delivery of its 20 percent  
11 energy from Muskrat Falls to Woodbine and Nalcor is responsible for the transmission losses  
12 associated with delivering its 80 percent energy to its delivery point. The lesser amount is an  
13 accommodation for transmission losses between Muskrat Falls and Woodbine.

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1 **Request IR-15:**

2  
3 **With respect to the Application on p. 33, line 13:**

4  
5 (a) **Is there any difference between the expected service life of the subsea portion of the**  
6 **Maritime Link versus the expected service life of the transmission infrastructure**  
7 **and converter stations located on land? If so, what is the difference?**

8  
9 (b) **What is the basis for determining that the expected service life of the Maritime Link**  
10 **facilities is 50 years?**

11  
12 (c) **What is expected service life of the Muskrat Falls Generation Station?**

13  
14 (d) **If the expected service life of the Muskrat Falls Generation Station is more than 50**  
15 **years, was this factor taken into account in the Application of the 20 for 20**  
16 **Principle?**

17  
18 **Response IR-15:**

19  
20 (a) The Maritime Link Life design criteria is for a 50 year life, components will be designed  
21 and maintained (including period replacement if required) to achieve the 50 years,  
22 including the subsea cable, converters and transmission infrastructure.

23  
24 (b) As set out in the formal agreements, the Maritime Link will have a Basis of Design of a  
25 50 year service life. This was considered appropriate as all of the major capital cost items  
26 are conventional technologies which industry has proven can be maintained to achieve  
27 service lives of this length.

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- 1 (c) Hydro generating facilities are comprised of concrete structures and conventional power  
2 apparatus. Hydro generating facilities often will have service lives exceeding 50 years  
3 although dams, electrical, and other apparatus will require regular maintenance and  
4 periodic refurbishment to sustain the life expectancy.  
5
- 6 (d) This was taken into consideration with the underlying premise of the agreements and the  
7 design and maintenance objective to achieve a 50 year service life on all major equipment  
8 and facilities.

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1 **Request IR-16:**

2  
3 **With respect to the Application on p. 34, line 3:**

4  
5 **Notwithstanding that the Supplemental Energy was calculated to place Nova Scotia**  
6 **customers in the same present value cost position as if the Maritime Link facilities were**  
7 **owned and depreciated for 50 years, has any analysis been conducted to account for the**  
8 **risk or disadvantage that in the near term NSPI has less flexibility to change its generation**  
9 **fleet compared to its position later in the 35 year term.**

10  
11 **(a) If so, what are the results of this analysis?**

12  
13 **(b) If no such analysis was conducted, why not?**

14  
15 **(c) Was the fact that the Supplemental Energy is off-peak energy taken into account in**  
16 **any analysis?**

17  
18 **(d) Please explain the choice of Years 1-5 as the schedule for delivering Supplemental**  
19 **Energy as contrasted to other alternatives such as for example in Years 10-15 (being**  
20 **delivered later, the duration or quantity would be different for present-value**  
21 **equivalency) or as smaller annual amounts over Years 1-35.**

22  
23 **Response IR-16:**

24  
25 (a-d) NSPML understands that NS Power will have more flexibility to change its dispatch with  
26 the continued existence of coal generation in the first five years which will not be  
27 available in the years 35-50, as well as the dual fuelled plants at Tufts Cove. All terms of  
28 the Supplemental Energy agreement were the result of the commercial negotiations  
29 between Emera and Nalcor. The impact of these terms on NS Power's generation



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1           planning process were considered in those negotiations to ensure that NS Power could  
2           incorporate the Supplemental Energy into its generation mix.

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1 **Request IR-17:**

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3 **With respect to the Application on p. 34, line 4:**

4

5 (a) **Please explain whether or not NSPI customers presently benefit from the**  
6 **transmission rights associated with Emera's Bayside Generating Station in New**  
7 **Brunswick?**

8

9 (b) **Will there be any upgrades required to the Bayside Generating Station as a result of**  
10 **the Nalcor Transactions?**

11

12 (c) **If so, please describe the upgrades and the amounts.**

13

14 (d) **Are NS ratepayers responsible for the upgrades?**

15

16 **Response IR-17:**

17

18 (a) NS Power customers do not presently use the Bayside Transmission rights.

19

20 (b) No upgrades to the Bayside Generation Station are required as a result of the Nalcor  
21 Transactions.

22

23 (c-d) N/A.

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1 **Request IR-18:**

2

3 **With respect to the Application on p. 34, lines 8-9 - If the Nalcor Transactions (i.e.,**  
4 **agreements) are not renewed after 35 years, are there any obligations of NSPML or NSPI**  
5 **that extend beyond the 35 year term, including but not limited to the provision under the**  
6 **Agency and Service Agreement to put Muskrat Falls electricity to NSPI in the event**  
7 **transmission is not available through New Brunswick?**

8

9 **Response IR-18:**

10

11 If the Nalcor Transactions (that is agreements, including the NSTUA) are not renewed after  
12 35 years, the obligations of NSPML and NSPI would not extend beyond the 35 year “Initial  
13 Term” of the ECA, subject to extension of that term pursuant to Section 8.5 of the ECA to allow  
14 for the delivery by Nalcor of undelivered energy and compensation energy pursuant to the ECA.

15

16 The Agency and Service Agreement terminates on the termination of the NSTUA . If the parties  
17 have not agreed to enter into a Subsequent Term pursuant to the ECA, the NSTUA may be  
18 renewed for a Supplemental Term of 15 years pursuant to Section 2.5 of the NSTUA.

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1 **Request IR-19:**

2

3 **With respect to the Application on p. 37, line 1 -Is Emera's ownership position in LIL in**  
4 **perpetuity or, as for the Maritime Link, for a limited time?**

5

6 Response IR-19:

7

8 Pursuant to Section 5.15(a) – (c) of the Newfoundland and Labrador Development Agreement  
9 and Section 2(c) (iii) of the Sanction Agreement, Nalcor has the option to acquire Emera's  
10 Partnership Interest in the LIL LP:

11

12 • at any time prior to the date that Emera satisfies the conditions precedent in Section  
13 3.5(A)(ii) and (viii) of the Federal Loan Guarantee Agreement, if Emera is not carrying  
14 out its obligations under Section 7(b) of the Sanction Agreement;

15

16 • at the end of the Service Life of the LIL; and

17

18 • at any time after First Commercial Power of the LIL.

19

20 The compensation payable to Emera in the event that Nalcor exercises the option to acquire  
21 Emera's Partnership Interest is set out in Section 5.15 of the NLDA.

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1 **Request IR-20:**

2  
3 **With respect to the Application on p. 37, Figure 2-3:**

4  
5 **(a) Are there, or will there be, any other agreements outside of Appendices 2.02 - 2.16,**  
6 **4.03, 8.01 and 8.03, between any Emera company and any Nalcor company, or**  
7 **entity in which the Province of Newfoundland and Labrador has an ownership**  
8 **position, other than these agreements? If so, please list them and provide copies.**

9  
10 **(b) Are there, or will there be, any other agreements outside of Appendices 2.02 - 2.16,**  
11 **4.03, 8.01 and 8.03, between any Emera company and any Nalcor company, or**  
12 **entity in which the Province of Nova Scotia has an ownership position, other than**  
13 **these agreements? If so, please list them and provide copies.**

14  
15 **(c) Are there, or will there be, any other agreements outside of Appendices 2.02 - 2.16,**  
16 **4.03, 8.01 and 8.03, between NSPI and any other entity respecting any issue arising**  
17 **from the Lower Churchill Projects Phase One and/or the Maritime Link Project? If**  
18 **so, please list them and provide copies.**

19  
20 **Response IR-20:**

21  
22 Existing Agreements

23  
24 As contemplated by the relevant agreements, several existing agreements were assigned to  
25 Emera entities effective January 28, 2013 pursuant to the following assignment agreements (the  
26 form of which was attached to each agreement as a schedule).

- 27  
28 • Assignment of Maritime Link-Joint Development Agreement (assigned to NSP Maritime  
29 Link Incorporated). Please refer to Attachment 1.

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- 1 • Assignment of Energy and Capacity Agreement (assigned to NSP Maritime Link  
2 Incorporated). Please refer to Attachment 2.  
3
- 4 • Assignment of Maritime Link (Nalcor) Transmission Service Agreement (assigned to  
5 NSP Maritime Link Incorporated). Please refer to Attachment 3.  
6
- 7 • Assignment of Maritime Link (Emera) Transmission Service Agreement (assigned to  
8 NSP Maritime Link Incorporated). Please refer to Attachment 4.  
9
- 10 • Assignment of Nova Scotia Transmission Utilization Agreement (assigned to NSP  
11 Maritime Link Incorporated). Please refer to Attachment 5.  
12
- 13 • Assignment of New Brunswick Transmission Utilization Agreement (assigned to Bayside  
14 Power L.P.). Please refer to Attachment 6.  
15
- 16 • Assignment of MEPCO Transmission Rights Agreement (assigned to Bayside Power  
17 L.P.). Please refer to Attachment 7.  
18
- 19 • Assignment of Joint Operations Agreement (assigned to NSP Maritime Link  
20 Incorporated). Please refer to Attachment 8.  
21
- 22 On February 11, 2013, in connection with Emera's investment in the Labrador-Island Link, the  
23 relevant Emera and Nalcor entities entered into the following agreements, all as contemplated by  
24 and in substantially the same form as set out in the schedules to the Newfoundland and Labrador  
25 Development Agreement.  
26
- 27 • Emera Parental Guarantee. Please refer to Attachment 9.  
28
- 29 • Emera NL Subscription Agreement. Please refer to Attachment 10.

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1

2 • Emera NL Cross Default Indemnity Agreement. Please refer to Attachment 11.

3

4 • Nalcor Parental Guarantee. Please refer to Attachment 12.

5

6 • Nalcor LP Cross Default Indemnity Agreement. Please refer to Attachment 13.

7

8 • Pre-FCP Pledge. Please refer to Attachment 1.

9

10 Future Agreements

11

12 The following transmission related agreements are contemplated under the Maritime Link-Joint  
13 Development Agreement and are in the drafting and negotiation stage:

14

15 • Asset Interconnection Agreement (NL) between Emera and Newfoundland and Labrador  
16 Hydro, required under Section 2.1(c) of the Maritime Link-Joint Development  
17 Agreement. The Asset Interconnection Agreement (NL) will govern the interconnection  
18 of the Maritime Link with the Island Interconnected System.

19

20 • Multi-Party Pooling Agreement between Emera and Newfoundland and Labrador Hydro,  
21 required under Section 2.1(d) of the Maritime Link-Joint Development Agreement. The  
22 Multi-Party Pooling Agreement will provide Newfoundland and Labrador Hydro with  
23 Operational Control of the Maritime Link NLH AC Upgrades.

24

25 • Transmission Operating Agreement (NL) between Emera and Newfoundland and  
26 Labrador Hydro, required under Section 2.1(e) of the Maritime Link-Joint Development  
27 Agreement. The Transmission Operating Agreement (NL) will provide Newfoundland  
28 and Labrador Hydro with specified Operational Control of the Maritime Link NL HVdc  
29 Facilities.

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- 1 • Asset Interconnection Agreement (NS) between Emera and NSPI, required under Section  
2 2.1(f) (i) of the Maritime Link-Joint Development Agreement. The Asset Interconnection  
3 Agreement (NS) will govern the interconnection of the Maritime Link with the Nova  
4 Scotia bulk electric transmission system.  
5
- 6 • Transmission Operating Agreement (NS) between Emera and NSPI, required under  
7 Section 2.1(f) (ii) of the Maritime Link-Joint Development Agreement. The Transmission  
8 Operating Agreement (NS) will provide the Nova Scotia System Operator with  
9 Operational Control, including the electricity transfer settings, of the Maritime Link.  
10

11 The following additional energy and capacity related agreements are contemplated under the  
12 Energy and Capacity Agreement and New Brunswick Transmission Utilization Agreement:  
13

- 14 • Regulation Service Agreement between Emera and Nalcor, which is required under  
15 Schedule 5 of the Energy and Capacity Agreement. The Regulation Service Agreement  
16 will govern Nalcor's provision of Regulation Service with respect to the NS Block for the  
17 Initial Term.  
18
- 19 • Back-up Capacity Agreement between Emera and Nalcor, required under Section 2.1(d)  
20 of the New Brunswick Transmission Utilization Agreement. The Back-up Capacity  
21 Agreement will govern Emera's provision of Back-up Capacity in New Brunswick to  
22 Nalcor until March 31, 2021.  
23

24 The drafting and negotiating process has not commenced with respect to the Regulation Service  
25 Agreement and Back-up Capacity Agreement.  
26

27 A Reserve Sharing Agreement will be entered into by NS Power and Newfoundland and  
28 Labrador Hydro pursuant to Schedule "A" of the Interconnection Operators Agreement. The  
29 Reserve Sharing Agreement will provide for the sharing of energy and reserves between NS



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- 1 Power and Newfoundland and Labrador Hydro to improve reliability. The drafting and
- 2 negotiating process with respect to the Reserve Sharing Agreement has not commenced.

**ASSIGNMENT OF MARITIME LINK - JOINT DEVELOPMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**NSP MARITIME LINK INCORPORATED**, a body corporate incorporated under the laws of the Province of Newfoundland and Labrador and extra-provincially registered under the laws of the Province of Nova Scotia ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

**WHEREAS:**

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into a Maritime Link - Joint Development Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1**            **Definitions**

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;

**“Agreement”** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means NSP Maritime Link Incorporated, an Affiliate of the Assignor;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John’s, NL, or in Halifax Regional Municipality, NS;

**“Consenting Party”** means Nalcor;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

“**Emera**” has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

“**Excise Tax Act**” means the *Excise Tax Act* (Canada);

“**HST**” means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

“**Income Tax Act**” means the *Income Tax Act* (Canada);

“**Insolvency Event**” means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax” or “Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## 1.2 Construction of Agreement

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
ASSIGNMENT**

**2.1 Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2 Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3 [Intentionally deleted]**

**2.4 Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5 Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6 Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.



**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10 Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any “exempt” or “zero-rated” supplies as defined in Part IX of the Excise Tax Act.

**2.11 Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12 HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 829574318.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13 [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

**ARTICLE 4  
DISPUTE RESOLUTION PROCEDURE**

**4.1 General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 5 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

NSP Maritime Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

## **5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

## **5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

## **5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such

partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

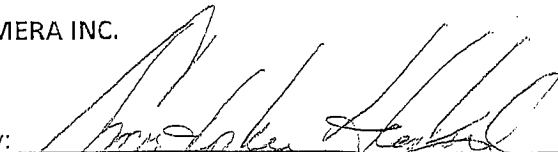
**5.16 Capacity of Nalcor**

Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMERA INC.

By: 

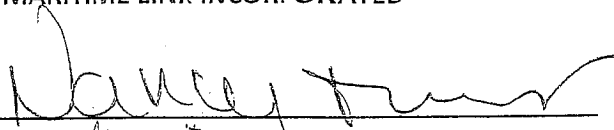
Name: Christopher Huskisson  
Title: President  
Chief Executive Officer

By: \_\_\_\_\_

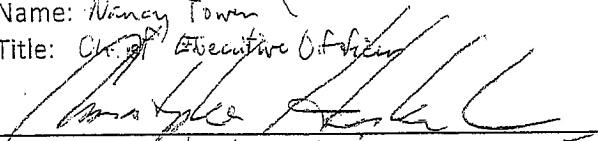
Name: STEPHEN D. AFTANAS  
Title: CORPORATE SECRETARY

We have authority to bind the company.

NSP MARITIME LINK INCORPORATED

By: 

Name: Nancy Town  
Title: Chief Executive Officer

By: 

Name: Christopher Huskisson  
Title: Director

We have authority to bind the corporation.

NALCOR ENERGY

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the company.

**NSP MARITIME LINK INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the corporation.

**NALCOR ENERGY**

By: *Gilbert B Bennett*

Name: *Gilbert Bennett, P.Eng.*

Title: *VP - Lower Churchill Project*

By: *Peter Hickman*

Name: *Peter Hickman*

Title: *Asst. Corporate Secretary*

We have authority to bind the corporation.

**ASSIGNMENT OF ENERGY AND CAPACITY AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**NSP MARITIME LINK INCORPORATED**, a body corporate incorporated under the laws of the Province of Newfoundland and Labrador and extra-provincially registered under the laws of the Province of Nova Scotia ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

**WHEREAS:**

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into an Energy and Capacity Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;

**“Agreement”** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means NSP Maritime Link Incorporated, an Affiliate of the Assignor;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John’s, NL, or in Halifax Regional Municipality, NS;

**“Consenting Party”** means Nalcor;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

“**Emera**” has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

“**Excise Tax Act**” means the *Excise Tax Act* (Canada);

“**HST**” means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

“**Income Tax Act**” means the *Income Tax Act* (Canada);

“**Insolvency Event**” means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax”** or **“Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## **1.2 Construction of Agreement**

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
ASSIGNMENT**

**2.1            Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2            Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3            [Intentionally deleted]**

**2.4            Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5            Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6            Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.



**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10 Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any "exempt" or "zero-rated" supplies as defined in Part IX of the Excise Tax Act.

**2.11 Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12 HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 829574318.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13 [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

**ARTICLE 4**  
**DISPUTE RESOLUTION PROCEDURE**

**4.1**            **General**

- (a) **Dispute Resolution Procedure** - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 6 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

NSP Maritime Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

## **5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

## **5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

## **5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such

partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

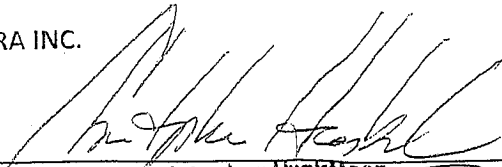
**5.16 Capacity of Nalcor**

Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMERA INC.

By: 

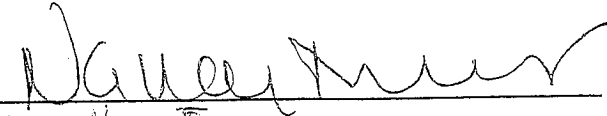
Name: Christopher Huskisson  
Title: President  
Chief Executive Officer

By: \_\_\_\_\_

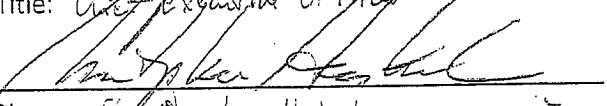
Name: STEPHEN D. AFTANAS  
Title: CORPORATE SECRETARY

We have authority to bind the company.

NSP MARITIME LINK INCORPORATED

By: 

Name: Nancy Turner  
Title: Chief Executive Officer

By: 

Name: Christopher Huskisson  
Title: Director

We have authority to bind the corporation.

NALCOR ENERGY

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the company.

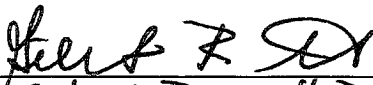
**NSP MARITIME LINK INCORPORATED**


By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**NALCOR ENERGY**

By:   
Name: Gilbert Bennett P.Eng.  
Title: VP. Lower Churchill Project

By:   
Name: Peter Hickman  
Title: Asst. Corporate Secretary

We have authority to bind the corporation.

**ASSIGNMENT OF MARITIME LINK (NALCOR) TRANSMISSION SERVICE AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**NSP MARITIME LINK INCORPORATED**, a body corporate incorporated under the laws of the Province of Newfoundland and Labrador and extra-provincially registered under the laws of the Province of Nova Scotia ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

**WHEREAS:**

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into a Maritime Link (Nalcor) Transmission Service Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1**            **Definitions**

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;

**"Agreement"** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**"Applicable Law"** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**"Assigned Agreement"** has the meaning set forth in the recitals;

**"Assignee"** means NSP Maritime Link Incorporated, an Affiliate of the Assignor;

**"Assignor"** means Emera;

**"Authorized Authority"** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**"Business Day"** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John's, NL, or in Halifax Regional Municipality, NS;

**"Consenting Party"** means Nalcor;

**"Control"** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person's board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **"Control"** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **"Controlled by"** and **"under common Control with"** have correlative meanings);

**"Dispute Resolution Procedure"** has the meaning set forth in **Section 4.1(a)**;

**"Effective Date"** has the meaning set forth in the commencement of this Agreement;

“**Emera**” has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

“**Excise Tax Act**” means the *Excise Tax Act* (Canada);

“**HST**” means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

“**Income Tax Act**” means the *Income Tax Act* (Canada);

“**Insolvency Event**” means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax”** or **“Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## 1.2 Construction of Agreement

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2**  
**ASSIGNMENT**

**2.1**            **Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2**            **Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3**            **[Intentionally deleted]**

**2.4**            **Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5**            **Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6**            **Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.



**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10 Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any "exempt" or "zero-rated" supplies as defined in Part IX of the Excise Tax Act.

**2.11 Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12 HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 829574318.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13 [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

#### **ARTICLE 4 DISPUTE RESOLUTION PROCEDURE**

##### **4.1 General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 3 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

NSP Maritime Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

## **5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

## **5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

## **5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such

partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

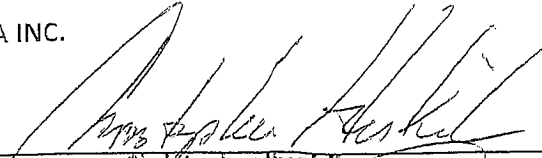
**5.16 Capacity of Nalcor**

Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMERA INC.

By: 

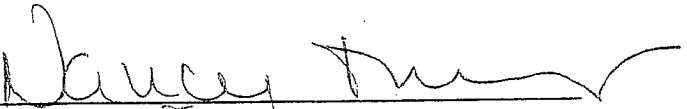
Name: Christopher Huskisson  
Title: President  
Chief Executive Officer

By: 

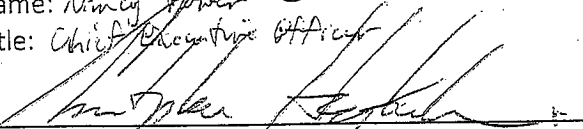
Name: STEPHEN D. AFTANAS  
Title: CORPORATE SECRETARY

We have authority to bind the company.

NSP MARITIME LINK INCORPORATED

By: 

Name: Nancy Power  
Title: Chief Executive Officer

By: 

Name: Christopher Huskisson  
Title: Director

We have authority to bind the corporation.

NALCOR ENERGY

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the company.

**NSP MARITIME LINK INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**NALCOR ENERGY**

By: Gilbert R Bennett  
Name: Gilbert Bennett P.Eng.  
Title: VP. Lower Churchill Project

By: Peter Hickman  
Name: Peter Hickman  
Title: Asst Corporate Secretary

We have authority to bind the corporation.

**ASSIGNMENT OF MARITIME LINK (EMERA) TRANSMISSION SERVICE AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**NSP MARITIME LINK INCORPORATED**, a body corporate incorporated under the laws of the Province of Newfoundland and Labrador and extra-provincially registered under the laws of the Province of Nova Scotia ("**Assignee**")

- and -

**3264956 NOVA SCOTIA LIMITED**, a company incorporated under the laws of the Province of Nova Scotia ("**3264956**")

**WHEREAS:**

- A. Nalcor Energy and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Emera and 3264956 entered into a Maritime Link (Emera) Transmission Service Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1**            **Definitions**

In this Agreement, including the recitals:

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person;

**"Agreement"** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means NSP Maritime Link Incorporated, an Affiliate of the Assignor;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in Halifax Regional Municipality, NS;

**“Consenting Party”** means 3264956;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

**“Emera”** has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

**“Excise Tax Act”** means the *Excise Tax Act* (Canada);

“HST” means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

“Income Tax Act” means the *Income Tax Act* (Canada);

“Insolvency Event” means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the possession of such Party or released from such attachment within 30 days thereafter;
- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy,

insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or

- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax”** or **“Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

“**Term Sheet**” has the meaning set forth in the preamble to this Agreement;

“**third party**” means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

“**Voting Shares**” means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## 1.2 Construction of Agreement

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an “**Article**” or “**Section**” followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.
- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order,

ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.

- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

## **ARTICLE 2 ASSIGNMENT**

### **2.1 Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

### **2.2 Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3** [Intentionally deleted]

**2.4** Confirmation of Status of Assigned Agreement

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5** Assignor to Remain Liable

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6** Emera Defaults

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.

**2.7** Acknowledgement of Consenting Party

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8** Supplies and Payments Exclusive of Taxes

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such



amounts and shall be paid, collected and remitted in accordance with Applicable Law; and

- (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

## **2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

## **2.10 Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any “exempt” or “zero-rated” supplies as defined in Part IX of the Excise Tax Act.

## **2.11 Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this

Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12**            **HST Registration Status**

- (a)    The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 829574318.
- (b)    The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13**            **[Intentionally deleted]**

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES**

**3.1**            **Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:

- (a)    it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b)    the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c)    this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d)    no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e)    there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f)    no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior

to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;

- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

**ARTICLE 4  
DISPUTE RESOLUTION PROCEDURE**

**4.1        General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 3 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1        Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

NSP Maritime Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

To Consenting Party:

3264956 Nova Scotia Limited  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

**5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

**5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

**5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

**5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with

the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the

obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**


This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

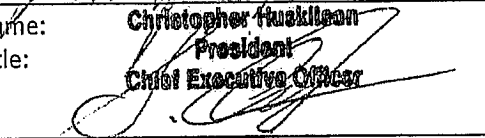
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

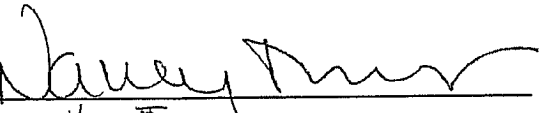
EMERA INC.

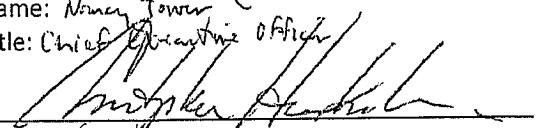
By:   
 Name: Christopher Huskisson  
 Title: President  
 Chief Executive Officer

By:   
 Name: STEPHEN D. AFTANAS  
 Title: CORPORATE SECRETARY

We have authority to bind the company.

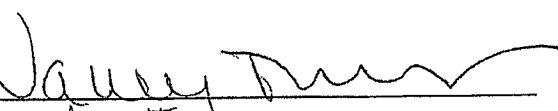
NSP MARITIME LINK INCORPORATED

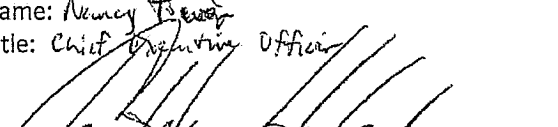
By:   
 Name: Nancy Tower  
 Title: Chief Executive Officer

By:   
 Name: Christopher Huskisson  
 Title: Director

We have authority to bind the corporation.

3264956 NOVA SCOTIA LIMITED

By:   
 Name: Nancy Tower  
 Title: Chief Executive Officer

By:   
 Name: Christopher Huskisson  
 Title: Director

We have authority to bind the company.

**ASSIGNMENT OF NOVA SCOTIA TRANSMISSION UTILIZATION AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**NSP MARITIME LINK INCORPORATED**, a body corporate incorporated under the laws of the Province of Newfoundland and Labrador and extra-provincially registered under the laws of the Province of Nova Scotia ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

**WHEREAS:**

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into a Nova Scotia Transmission Utilization Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1**            **Definitions**

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;



**“Agreement”** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means NSP Maritime Link Incorporated, an Affiliate of the Assignor;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John’s, NL, or in Halifax Regional Municipality, NS;

**“Consenting Party”** means Nalcor;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

“**Emera**” has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

“**Excise Tax Act**” means the *Excise Tax Act* (Canada);

“**HST**” means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

“**Income Tax Act**” means the *Income Tax Act* (Canada);

“**Insolvency Event**” means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax” or “Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## 1.2 Construction of Agreement

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
ASSIGNMENT**

**2.1            Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2            Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3            [Intentionally deleted]**

**2.4            Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5            Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6            Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.

**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10 Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any "exempt" or "zero-rated" supplies as defined in Part IX of the Excise Tax Act.

**2.11 Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12 HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 829574318.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13 [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:



- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

**ARTICLE 4  
DISPUTE RESOLUTION PROCEDURE**

**4.1            General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 4 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

NSP Maritime Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

## **5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

## **5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

## **5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such

partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

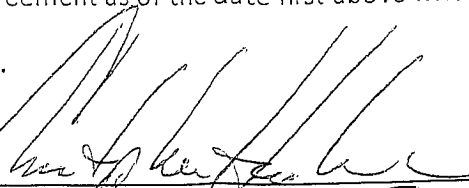
**5.16 Capacity of Nalcor**

Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMERA INC.

By: 


Name: **Christopher Huskisson**  
Title: **President  
Chief Executive Officer**

By: 

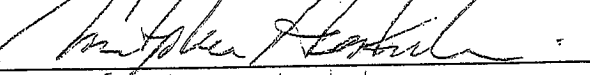
Name: **STEPHEN D. AFTANAS**  
Title: **CORPORATE SECRETARY**

We have authority to bind the company.

NSP MARITIME LINK INCORPORATED

By: 

Name: **Nancy Tower**  
Title: **Chief Executive Officer**

By: 

Name: **Christopher Huskisson**  
Title: **Director**

We have authority to bind the corporation.

NALCOR ENERGY

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the company.

**NSP MARITIME LINK INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

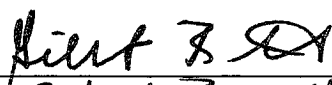
By: \_\_\_\_\_

Name:

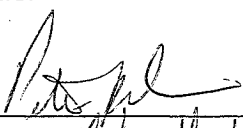
Title:

We have authority to bind the corporation.

**NALCOR ENERGY**

By: 

Name: Gilbert Bennett P.Eng.  
Title: VP. Lower Churchill Project

By: 

Name: Peter Dickson  
Title: Asst. Corporate Secretary

We have authority to bind the corporation.

**ASSIGNMENT OF NEW BRUNSWICK TRANSMISSION UTILIZATION AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**BAYSIDE POWER L.P.**, a limited partnership organized under the laws of the Province of New Brunswick, acting by its general partner, Bayside Power Inc. ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

**WHEREAS:**

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into a New Brunswick Transmission Utilization Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1**            **Definitions**

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;



**“Agreement”** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means Bayside Power L.P., an Affiliate of the Assignor, acting by its general partner, Bayside Power Inc.;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John’s, NL, or in Halifax Regional Municipality, NS;

**“Consenting Party”** means Nalcor;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

**“Emera”** has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

**“Excise Tax Act”** means the *Excise Tax Act* (Canada);

**“HST”** means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

**“Income Tax Act”** means the *Income Tax Act* (Canada);

**“Insolvency Event”** means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax”** or **“Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## 1.2 **Construction of Agreement**

- (a) **Interpretation Not Affected by Headings, etc** - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) **Singular/Plural; Derivatives** - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
ASSIGNMENT**

**2.1            Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2            Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3            [Intentionally deleted]**

**2.4            Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5            Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6            Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.

**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10            Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any “exempt” or “zero-rated” supplies as defined in Part IX of the Excise Tax Act.

**2.11            Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12            HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 869921338.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13            [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1            Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:



- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

#### **ARTICLE 4 DISPUTE RESOLUTION PROCEDURE**

##### **4.1 General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 4 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

Bayside Power L.P.  
509 Bayside Drive  
Saint John, NB  
E2J 1B4  
Attention: General Manager  
Fax: (506) 694-1430

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

## **5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

## **5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

## **5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such

partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

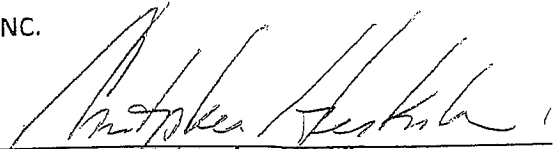
**5.16 Capacity of Nalcor**

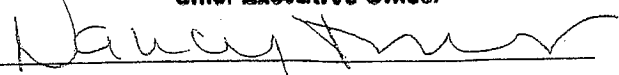
Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

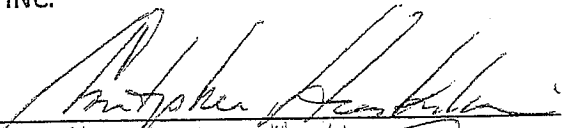
EMERA INC.

By:   
Name: **Christopher Huskisson**  
Title: **President**  
**Chief Executive Officer**

By:   
Name: **Nancy Tower**  
Title: **VVP, Business Development**

We have authority to bind the company.

BAYSIDE POWER L.P., by its general partner, BAYSIDE POWER INC.

By:   
Name: *Christopher Huskisson*  
Title: *Director*

By:   
Name: **STEPHEN D. AFTANAS**  
Title: **CORPORATE SECRETARY**

We have authority to bind the corporation. The corporation has authority to bind the partnership.

NALCOR ENERGY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the company.

**BAYSIDE POWER L.P., by its general partner, BAYSIDE POWER INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the corporation. The corporation has authority to bind the partnership.

**NALCOR ENERGY**

By: Gilbert B Bennett

Name: Gilbert Bennett, P. Eng.

Title: VP - Love- Churchill Project

By: Victoria Hickman

Name: Victoria Hickman

Title: Asst Corporate Secretary

We have authority to bind the corporation.

**ASSIGNMENT OF MEPCO TRANSMISSION RIGHTS AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

**AMONG:**

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**BAYSIDE POWER L.P.**, a limited partnership organized under the laws of the Province of New Brunswick, acting by its general partner, Bayside Power Inc. ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

**WHEREAS:**

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into a MEPCO Transmission Rights Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1**            **Definitions**

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;



**“Agreement”** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means Bayside Power L.P., an Affiliate of the Assignor, acting by its general partner, Bayside Power Inc.;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John’s, NL, or in Halifax Regional Municipality, NS;

**“Consenting Party”** means Nalcor;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

**"Emera"** has the meaning set forth in the preamble to this Agreement and includes Emera's successors and permitted assigns;

**"Excise Tax Act"** means the *Excise Tax Act* (Canada);

**"HST"** means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

**"Income Tax Act"** means the *Income Tax Act* (Canada);

**"Insolvency Event"** means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax”** or **“Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## 1.2 **Construction of Agreement**

- (a) **Interpretation Not Affected by Headings, etc** - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) **Singular/Plural; Derivatives** - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) "Including" - The word "including", when used in this Agreement, means "including without limitation".
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
ASSIGNMENT**

**2.1            Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2            Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3            [Intentionally deleted]**

**2.4            Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5            Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6            Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.

**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10 Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any “exempt” or “zero-rated” supplies as defined in Part IX of the Excise Tax Act.

**2.11 Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12 HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 869921338.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13 [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:



- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

**ARTICLE 4**  
**DISPUTE RESOLUTION PROCEDURE**

**4.1**            **General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 3 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

Bayside Power L.P.  
509 Bayside Drive  
Saint John, NB  
E2J 1B4  
Attention: General Manager  
Fax: (506) 694-1430

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9

Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

## **5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

## **5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

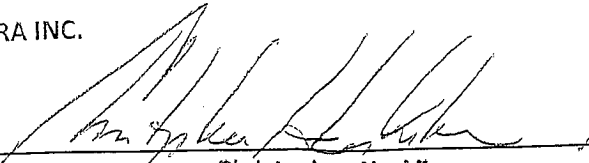
**5.16 Capacity of Nalcor**

Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

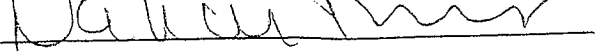
EMERA INC.

By: 

Name: **Christopher Huskisson**

Title: **President**

**Chief Executive Officer**

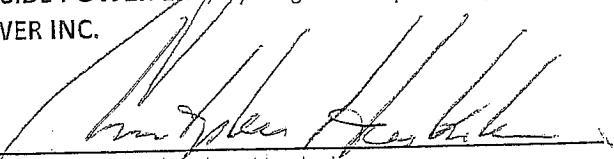
By: 

Name: **Nancy Tower**

Title: **EVP, Business Development**

We have authority to bind the company.

BAYSIDE POWER L.P., by its general partner, BAYSIDE POWER INC.

By: 

Name: **Christopher Huskisson**

Title: **Director**

By: 

Name: **STEPHEN D. AFTANAS**

Title: **CORPORATE SECRETARY**

We have authority to bind the corporation. The corporation has authority to bind the partnership.

NALCOR ENERGY

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the company.

**BAYSIDE POWER L.P., by its general partner, BAYSIDE POWER INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation. The corporation has authority to bind the partnership.

**NALCOR ENERGY**

By: *Gilbert Bennett*  
Name: *Gilbert Bennett P. Eng.*  
Title: *VP. Lower Churchill Project*

By: *Peter Hickman*  
Name: *Peter Hickman*  
Title: *Asst. Corporate Secretary*

We have authority to bind the corporation.

## ASSIGNMENT OF JOINT OPERATIONS AGREEMENT

**THIS ASSIGNMENT AGREEMENT** is made effective the 28<sup>th</sup> day of January, 2013 (the "Effective Date")

### AMONG:

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**NSP MARITIME LINK INCORPORATED**, a body corporate incorporated under the laws of the Province of Newfoundland and Labrador and extra-provincially registered under the laws of the Province of Nova Scotia ("**Assignee**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

### WHEREAS:

- A. Nalcor and Emera have entered into a Term Sheet dated November 18, 2010 (the "**Term Sheet**") confirming their common understanding of the purpose, process and timing for the supply and delivery of power and energy from the Province of Newfoundland and Labrador to the Province of Nova Scotia, other Canadian provinces and New England; and
- B. Nalcor and Emera entered into a Joint Operations Agreement on July 31, 2012 (the "**Assigned Agreement**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, including the recitals:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with, such Person, provided however that the NL Crown shall be deemed not to be an affiliate of Nalcor;



**“Agreement”** means this agreement, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

**“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable laws, statutes, rules, codes, regulations, treaties, official directives, policies and orders of and the terms of all judgments, orders and decrees issued by any Authorized Authority by which such Person is bound or having application to the property, transaction or event in question;

**“Assigned Agreement”** has the meaning set forth in the recitals;

**“Assignee”** means NSP Maritime Link Incorporated, an Affiliate of the Assignor;

**“Assignor”** means Emera;

**“Authorized Authority”** means, in relation to any Person, property, transaction or event, any (a) federal, provincial, state, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), (b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, (d) private regulatory entity, self-regulatory organization or other similar Person, or (e) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, property, transaction or event;

**“Business Day”** means any day that is not a Saturday, Sunday or legal holiday recognized in the City of St. John’s, NL, or in Halifax Regional Municipality, NS;

**“Consenting Party”** means Nalcor;

**“Control”** of a Person means the possession, direct or indirect, of the power to elect or appoint a majority of such Person’s board of directors or similar governing body, or to direct or cause the direction of the management, business and/or policies of such Person, whether through ownership of Voting Shares, by contract or otherwise, and, without limiting the generality of the foregoing, a Person shall be deemed to **“Control”** any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who, under the partnership agreement, has authority to bind the partnership, in all other cases (and the terms **“Controlled by”** and **“under common Control with”** have correlative meanings);

**“Dispute Resolution Procedure”** has the meaning set forth in **Section 4.1(a)**;

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

“**Emera**” has the meaning set forth in the preamble to this Agreement and includes Emera’s successors and permitted assigns;

“**Excise Tax Act**” means the *Excise Tax Act* (Canada);

“**HST**” means all amounts exigible pursuant to Part IX of the Excise Tax Act, including, for greater certainty, the Taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

“**Income Tax Act**” means the *Income Tax Act* (Canada);

“**Insolvency Event**” means, in relation to any Party, the occurrence of one or more of the following:

- (a) an order is made, or an effective resolution passed, for the winding-up, liquidation or dissolution of such Party;
- (b) such Party voluntarily institutes proceedings for its winding up, liquidation or dissolution, or to authorize or enter into an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors, or takes action to become bankrupt, or consents to the filing of a bankruptcy application against it, or files an assignment, a proposal, a notice of intention to make a proposal, an application, or answer or consent seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada), or consents to the filing of any such application for a bankruptcy order, or consents to the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the property of such Party or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due or commits any other act of bankruptcy or insolvency, or suspends or threatens to suspend transaction of its usual business, or any action is taken by such Party in furtherance of any of the foregoing;
- (c) a court having jurisdiction enters a judgment or order adjudging such Party a bankrupt or an insolvent person, or approving as properly filed an application or motion seeking an arrangement under the *Corporations Act* (Newfoundland and Labrador) or similar legislation in any other jurisdiction affecting any of its creditors or seeking reorganization, readjustment, arrangement, composition, protection from creditors, or similar relief under any bankruptcy or insolvency law or any other similar Applicable Law, or an order of a court having jurisdiction for the appointment of an interim receiver, receiver, monitor, liquidator, restructuring officer or trustee in bankruptcy of all or substantially all of the undertaking or property of such Party, or for the winding up, liquidation or dissolution of its affairs, is entered and such order is not contested and the effect thereof stayed, or any material part of the property of such Party is sequestered or attached and is not returned to the

possession of such Party or released from such attachment within 30 days thereafter;

- (d) any proceeding or application is commenced respecting such Party without its consent or acquiescence pursuant to any Applicable Law relating to bankruptcy, insolvency, reorganization of debts, winding up, liquidation or dissolution, and such proceeding or application (i) results in a bankruptcy order or the entry of an order for relief and a period of 30 days has elapsed since the issuance of such order without such order having been reversed or set aside or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the commencement of such proceeding or application; or
- (e) such Party has ceased paying its current obligations in the ordinary course of business as they generally become due;

**“Knowledge”** means in the case of a Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

**“Legal Proceedings”** means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**“NL Crown”** means Her Majesty the Queen in Right of the Province of Newfoundland and Labrador;

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Notice”** means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 5.1**;

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Person”** includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

**“Regular Business Hours”** means 8:30 a.m. through 4:30 p.m. local time on Business Days in St. John’s, NL, when referring to the Regular Business Hours of Nalcor, and 9:00 a.m. through 5:00 p.m. local time on Business Days in Halifax Regional Municipality, NS, when referring to the Regular Business Hours of Emera;

**“Regulatory Approval”** means any approval required by any Authorized Authority, including any regulatory, environmental, development, zoning, building, subdivision or occupancy permit, licence, approval or other authorization;

**“Tax”** or **“Taxes”** means any tax, fee, levy, rental, duty, charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff (other than a tariff or fees in respect of electricity transmission services) wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;

**“Term Sheet”** has the meaning set forth in the preamble to this Agreement;

**“third party”** means any Person that does not Control, is not Controlled by and is not under common Control with the applicable Party; and

**“Voting Shares”** means shares issued by a corporation in its capital stock, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or Persons performing similar functions) of such Person, even if such right to vote has been suspended by the happening of such contingency.

## **1.2            Construction of Agreement**

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **“Article”** or **“Section”** followed by a number and/or a letter refer to the specified article or section of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (e) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (f) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (g) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (h) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 4**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
ASSIGNMENT**

**2.1           Assignment to Affiliate**

As of the Effective Date, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest in the Assigned Agreement and all the benefits and advantages derived therefrom for the remainder of the term of the Assigned Agreement and any renewals or extensions thereof.

**2.2           Assumption of Liabilities**

The Assignee hereby accepts the within assignment of the Assigned Agreement as of the Effective Date and covenants and agrees with the Assignor and the Consenting Party to assume the covenants and obligations of the Assignor under the Assigned Agreement. The Assignee hereby agrees to assume all liabilities for, and in due and proper manner, to pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of the Assignor under the Assigned Agreement arising on and in respect of matters occurring after the Effective Date.

**2.3           [Intentionally deleted]**

**2.4           Confirmation of Status of Assigned Agreement**

The Assignor hereby confirms to the Assignee that neither it nor, to its Knowledge, the Consenting Party is in default of any of its obligations under the Assigned Agreement. The Consenting Party hereby confirms to the Assignee that neither it nor, to its Knowledge, the Assignor is in default of any of its obligations under the Assigned Agreement.

**2.5           Assignor to Remain Liable**

Notwithstanding the foregoing, Emera expressly acknowledges and agrees that it shall remain liable to the Consenting Party as a primary obligor under the Assigned Agreement to observe and perform all of the conditions and obligations in the Assigned Agreement which the Assignor, and as of the Effective Date the Assignee, are bound to observe and perform.

**2.6           Emera Defaults**

The Assignee shall be in default of the Assigned Agreement if at any time:

- (a) Emera ceases to carry on all or substantially all of its business or, except as permitted under the Assigned Agreement, transfers all or substantially all of its undertaking and assets; or
- (b) an Insolvency Event occurs with respect to Emera.

**2.7 Acknowledgement of Consenting Party**

The Consenting Party acknowledges, consents to and accepts the within assignment and assumption of the Assigned Agreement, subject to the terms and conditions herein and confirms to the Assignor and the Assignee that this consent constitutes any prior written consent stipulated in the Assigned Agreement.

**2.8 Supplies and Payments Exclusive of Taxes**

- (a) Payment of Taxes – Each Party is separately responsible for, and shall in a timely manner discharge, its separate obligations in respect of the payment, withholding and remittance of all Taxes in accordance with Applicable Law.
- (b) HST - Notwithstanding **Section 2.8(a)**, each of the Parties acknowledges and agrees that:
  - (i) all amounts of consideration, or payments and other amounts due and payable to or recoverable by or from another Party, under this Agreement are exclusive of any Taxes that may be exigible in respect of such payments or other amounts (including, for greater certainty, any applicable HST), and if any such Taxes shall be applicable, such Taxes shall be in addition to all such amounts and shall be paid, collected and remitted in accordance with Applicable Law; and
  - (ii) if one Party is required to collect Taxes pursuant to this Agreement, it shall forthwith provide to the other applicable Party such documentation required pursuant to **Section 2.10**.

**2.9 Determination of Value for Tax Compliance Purposes**

- (a) Subject to the right of final determination as provided under **Section 2.9(b)**, the Parties agree to co-operate in determining a value for any property or service supplied pursuant to this Agreement for non-cash consideration.
- (b) If a Party supplying a property or service under this Agreement for non-cash consideration is required to collect Taxes in respect of such supply, or if a Party acquiring a property or service under this Agreement for non-cash consideration is required to self-assess for Taxes in respect of such property or service, that Party shall determine a value expressed in Canadian dollars for such property or service for purposes of calculating the Taxes collectable or self-assessable, as applicable.

**2.10            Invoicing**

All invoices issued pursuant to this Agreement shall include all information prescribed by Applicable Law together with all other information required to permit the Party required to pay Taxes, if any, in respect of such supplies to claim input tax credits, refunds, rebates, remission or other recovery, as permitted under Applicable Law. Without limiting the foregoing, except as otherwise agreed to by the Parties in writing, all invoices issued pursuant to this Agreement shall include all of the following particulars:

- (a) the HST registration number of the supplier;
- (b) the subtotal of all HST taxable supplies;
- (c) the applicable HST rate(s) and the amount of HST charged on such HST taxable supplies; and
- (d) a subtotal of any amounts charged for any “exempt” or “zero-rated” supplies as defined in Part IX of the Excise Tax Act.

**2.11            Payment and Offset**

- (a) Subject to **Section 2.11(b)**, Taxes collectable by one Party from another Party pursuant to this Agreement will be payable in immediately available funds within 30 days of receipt of an invoice.
- (b) A Party may offset amounts of Taxes owing to another Party under this Agreement against Taxes or other amounts receivable from such other Party pursuant to this Agreement or any of the other Formal Agreements, subject to reporting and remittance of such offset Taxes in accordance with Applicable Law.

**2.12            HST Registration Status**

- (a) The Assignee represents and warrants that it is registered for purposes of the HST and that its registration number is 829574318.
- (b) The Assignor represents and warrants that it is registered for purposes of the HST and that its registration number is 868143132.

**2.13            [Intentionally deleted]**

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1            Assignor and Assignee Representations and Warranties**

Each of the Assignor and the Assignee hereby jointly and severally represents and warrants to the Consenting Party that, as of the Effective Date:



- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, and (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement;
- (g) it is not a non-resident of Canada for the purposes of the Income Tax Act; and
- (h) the Assignee is an Affiliate of the Assignor.

#### **ARTICLE 4 DISPUTE RESOLUTION PROCEDURE**

##### **4.1 General**

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 1 to the Assigned Agreement (the "**Dispute Resolution Procedure**").
- (b) **[Intentionally deleted]**

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

**5.1            Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Assignor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

To Assignee:

NSP Maritime Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

To Consenting Party:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Vice President, Strategic Planning and Business  
Development  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission, and be confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

**5.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

**5.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

**5.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

**5.5 Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. The Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**5.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, this Agreement shall not be construed or considered as creating any such

partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of the other Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of the other Parties.

**5.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**5.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**5.9 Time of the Essence**

Time shall be of the essence.

**5.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**5.11 No Waiver**

Any failure or delay of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of a Party receiving such consent or approval.

**5.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**5.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**5.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (i) any proceedings under the Dispute Resolution Procedure; (ii) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (iii) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**5.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

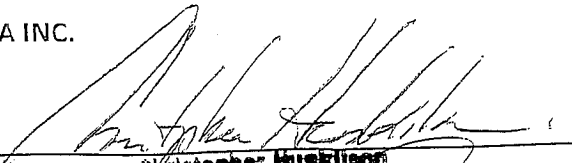
**5.16 Capacity of Nalcor**

Nalcor is entering into this Agreement, and Emera acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.


[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMERA INC.

By: 

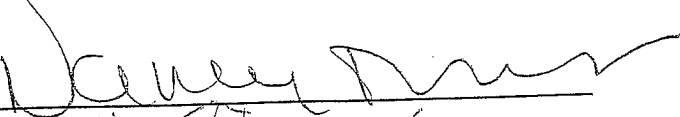
Name: Christopher Huskison  
Title: President  
Chief Executive Officer

By: 

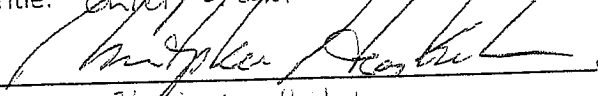
Name: STEPHEN D. AFTANAS  
Title: CORPORATE SECRETARY

We have authority to bind the company.

NSP MARITIME LINK INCORPORATED

By: 

Name: Nancy Tower  
Title: Chief Executive Officer

By: 

Name: Christopher Huskison  
Title: Director

We have authority to bind the corporation.

NALCOR ENERGY

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**EMERA INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the company.

**NSP MARITIME LINK INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the corporation.

**NALCOR ENERGY**

By: Gilbert Bennett

Name:

Title:

Gilbert Bennett, P. Eng  
VP. Lower Churchill Project

By: Peter Hickman

Name:

Title:

Peter Hickman  
Asst. Corporate Secretary

We have authority to bind the corporation.

**EMERA PARENTAL GUARANTEE**



## AGREEMENT OF GUARANTEE

**THIS AGREEMENT OF GUARANTEE** ("Agreement" or "Guarantee") is made effective the 11<sup>th</sup> day of February, 2013.

### AMONG:

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**" or "**Guarantor**")

- and -

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**")

- and -

**LABRADOR-ISLAND LINK HOLDING CORPORATION**, a corporation incorporated under the laws of the Province of Newfoundland and Labrador ("**Nalcor LP**")

### WHEREAS:

- A. an agreement ("**LIL LP Agreement**") dated July 31, 2012 between Labrador-Island Link General Partner Corporation ("**Nalcor GP**"), as general partner, and Nalcor LP, as limited partner, provided for the establishment and operation of the Labrador-Island Link Limited Partnership (the "**Partnership**");
- B. the Partnership was formed under the *Limited Partnership Act* (NL) by the filing of a certificate of limited partnership;
- C. ENL Island Link Incorporated, a corporation incorporated under the laws of the Province of Newfoundland and Labrador (NL) ("**Emera NL**") has entered into a subscription agreement ("**Emera NL Subscription Agreement**") with the Partnership setting out the terms and conditions under which it will acquire and pay for a limited partner interest in the Partnership;
- D. Emera, Nalcor, Nalcor LP, Nalcor GP and Emera NL have entered into an agreement ("**NLDA**") dated July 31, 2012 which, among other things, confirms the manner in which Emera NL and Nalcor LP will act in relation to one another and each of Nalcor and Emera have agreed to provide their respective parental guarantees of the performance of their respective Wholly-Owned Subsidiaries which are or will be limited partners in the Partnership;
- E. Nalcor LP is a Wholly-Owned Subsidiary of Nalcor; and

F. Emera NL is a Wholly-Owned Subsidiary of Emera;

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
GUARANTEE**

- 1.1 Capitalised terms not defined herein shall have the meaning set forth in the NLDA.
- 1.2 For valuable consideration, the Guarantor irrevocably, absolutely and unconditionally guarantees and covenants with and for the joint and several benefit of Nalcor and Nalcor LP (the "**Guarantee Beneficiaries**") that Emera NL will duly and punctually pay to each of the Guarantee Beneficiaries all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not and will duly and punctually perform each of the obligations at any time owing by Emera NL to each of the Guarantee Beneficiaries under the NLDA, the LIL LP Agreement, the Emera NL Subscription Agreement, the Emera NL Cross Default Indemnity Agreement and the Pre-FCP Pledge (in each case as amended to the date hereof) (the "**Emera NL Documents**") in accordance with their respective terms (the "**Guaranteed Obligations**") as and when the same become due and payable or are to be performed according to the terms of the Emera NL Documents. This guarantee shall be an absolute, continuing, unconditional and irrevocable guarantee by the Guarantor of all the Guaranteed Obligations and constitutes a guarantee of payment and performance and not merely of collection.
- 1.3 A fresh cause of action shall be deemed to arise hereunder in respect of each default by Emera NL under any of the Guaranteed Obligations. The Guarantor shall irrevocably, absolutely and unconditionally pay to the Guarantee Beneficiaries all such amounts as shall be required from time to time to ensure that they are each fully indemnified against and saved fully harmless from and against all losses, costs and expenses which either may at any time suffer or incur by reason of or otherwise in connection with (a) the unenforceability or invalidity of the Guaranteed Obligations or any failure by Emera NL to duly and punctually pay in full the Guaranteed Obligations when due, (b) any loss of any right of either of the Guarantee Beneficiaries against Emera NL in respect of the Guaranteed Obligations for any reason whatsoever, including by operation of any bankruptcy, insolvency or similar such laws, any laws affecting creditors' rights generally or general principles of equity and (c) any act or omission of either of the Guarantee Beneficiaries in connection with the enforcement of any of its rights against Emera NL.
- 1.4 The Guarantor hereby acknowledges that the terms of the Emera NL Documents have been communicated to it and consents to and approves of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by Emera NL to each of the Guarantee Beneficiaries or any default in or omission from the Emera NL Documents or any non-registration or non-filing or defective registration or filing or by reason of any failure of

the security intended to be created by the Emera NL Documents or any other security documentation contemplated thereby.

- 1.5 The liability of the Guarantor under **Sections 1.2 and 1.3** hereof shall be absolute, irrevocable and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as a principal debtor and not as surety, and hereby expressly waives demand, presentment, protest and notice thereof and of default.

## **ARTICLE 2 DEFAULT AND ENFORCEMENT**

- 2.1 Upon the occurrence and during the continuation of an Emera Default including a failure by Emera NL to make any payment under the Guaranteed Obligations or a failure to pay its proportionate share of any Cash Call as and when provided under the provisions of any of the Emera NL Documents (an “**Event of Default**”), the Guarantor shall forthwith on demand by either Guarantee Beneficiary pay, as directed by such Guarantee Beneficiary, the amount claimed in immediately available funds as directed by the Guarantee Beneficiary, or cause the Guaranteed Obligations claimed by the Guarantee Beneficiary to be performed. All payments due to the Guarantee Beneficiaries hereunder and all of the other covenants and agreements to be performed by the Guarantor hereunder, whether in respect of the Guaranteed Obligations or otherwise, shall be made or performed by the Guarantor without any reduction whatsoever, including, without limitation, any reduction resulting from any defence, right of action, right of set-off or compensation, right of recoupment or counterclaim of any nature whatsoever that Emera NL or the Guarantor may have or have had at any time against either of the Guarantee Beneficiaries or any other person whether with respect to this Agreement, the Emera NL Documents or otherwise.
- 2.2 All amounts payable by the Guarantor hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes, charges, fees, levies, duties or withholdings of any kind. If the Guarantor is obliged to deduct or withhold an amount in respect of any such taxes, charges, fees, levies, duties or withholdings, then in such event the Guarantor shall pay to the Guarantee Beneficiaries such additional amount as is necessary to ensure that they receive and retain (on an after-tax basis, after payment of any and all income or other taxes on such additional amounts) an amount equal to the full amount otherwise payable hereunder, net of any such taxes, charges, fees, levies, duties or withholdings.
- 2.3 If upon the occurrence and during the continuation of an Event of Default, the Guarantor shall fail forthwith on demand to pay to either of the Guarantee Beneficiaries or to perform or cause to be performed the Guaranteed Obligations, either Guarantee Beneficiary may in its discretion proceed with the enforcement of its rights hereunder prior to, contemporaneously with or after any action taken under the Emera NL Documents or any security or other documents delivered by Emera NL to either Guarantee Beneficiary. The Guarantor shall pay on demand all costs and expenses (including legal fees on a solicitor and own client basis) incurred by each Guarantee Beneficiary in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto. No exercise by

any Guarantee Beneficiary of any of its rights hereunder or under any security delivered by Emera NL shall in any way limit the exercise of any rights or recourses by either Guarantee Beneficiary against the Guarantor or any subsidiary thereof under the Emera NL Documents or any other agreement in connection with any Event of Default by Emera NL (the “**Nalcor Rights**”).

- 2.4 All amounts payable by the Guarantor hereunder shall bear interest payable by the Guarantor from the date of demand for payment both before and after default and judgment at the rate applicable to the Guaranteed Obligations under the Emera NL Documents.
- 2.5 Any statement of account prepared by either Guarantee Beneficiary as regards the Guaranteed Obligations shall constitute *prima facie* evidence of the amount which, as at the date of the statement so prepared, is due by Emera NL to either Guarantee Beneficiary and the Guarantor hereby acknowledges and agrees that, absent manifest error, it shall be bound by each such statement. Nalcor agrees to provide the Guarantor with the computations and calculations used by it to prepare each such statement of account promptly following a request therefor.
- 2.6 Neither Guarantee Beneficiary shall be bound to seek or exhaust its recourse or remedies against Emera NL, any other guarantor or any other person nor to enforce, marshal or value any liens in its favour before being entitled to payment hereunder.
- 2.7 All sums paid to or recovered by either Guarantee Beneficiary pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other monies owing to either Guarantee Beneficiary under any of the Emera NL Documents in such order as such Guarantee Beneficiary in its sole discretion may determine.
- 2.8 Either Guarantee Beneficiary may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom or the enforcement by either Guarantee Beneficiary of any of the Nalcor Rights.
- 2.9 Any monies paid by or recovered from the Guarantor hereunder shall be deemed for all purposes to have been paid solely in discharge or partial discharge of the liability of the Guarantor hereunder to the extent only of the monies actually paid by or recovered from the Guarantor, but not in discharge of the liability of Emera NL, and in the event of any such payment by or recovery from Emera NL, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to either Guarantee Beneficiary unless or until each Guarantee Beneficiary has received in the aggregate indefeasible payment in full of the Guaranteed Obligations. Subject to the immediately preceding sentence, if the Guarantor receives money from Emera NL in payment of any such debts and liabilities, the Guarantor will hold them in trust for, and will immediately pay such funds to, the Guarantee Beneficiaries without reducing the Guarantor's liability under this Guarantee.

- 2.10 The Guarantor further acknowledges and agrees that it shall not be subrogated to any right of either Guarantee Beneficiary until indefeasible payment in full of all the Guaranteed Obligations. Furthermore, in the event of any payment by or recovery from the Guarantor under the provisions hereof, the rights of the Guarantor shall in respect of such payment rank subsequent to and not *pari passu* with the rights of the Guarantee Beneficiaries.
- 2.11 Each payment to be made by the Guarantor hereunder in respect of its obligations hereunder shall be made without regard to any equities between or among any of Emera NL, the Guarantor, Nalcor and Nalcor LP and without set-off, counterclaim, reduction, recoupment, retention or diminution of any kind or nature (including as a result of any defence, right of action, right of set-off, recoupment, retention or counterclaim of any nature that Emera NL or the Guarantor may have or have had against either Guarantee Beneficiary or any other person).

**ARTICLE 3**  
**ABSOLUTE LIABILITY**

- 3.1 The obligations of the Guarantor under this Guarantee are absolute, irrevocable and unconditional and will not be diminished, limited, discharged or in any way affected by any one or more of the following events (whether or not the same shall have occurred or failed to occur once or more than once and, in the case of extensions of time for payment, observance or performance of obligations, whether such extensions or any of them are for periods longer than the respective periods then specified therefor and whether or not the Guarantor shall have received notice thereof or assented thereto):
- (a) any termination, invalidity, unenforceability or release by either Guarantee Beneficiary of any of its rights against Emera NL or against any other person or of any security (other than by reason of the indefeasible payment in full of the Guaranteed Obligations);
  - (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to:
    - (i) the Emera NL Documents or any security or other documents delivered by Emera NL to either Guarantee Beneficiary or to any credit extended by either Guarantee Beneficiary to Emera NL;
    - (ii) any agreement to any proposal or scheme of arrangement concerning the Guaranteed Obligations;
    - (iii) the granting of any extensions of time or any other indulgences or concessions to Emera NL or any other Person;
    - (iv) the taking or giving up or release of any security;
    - (v) the abstaining from taking, perfecting, filing or registering any security;

- (vi) allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise);
- (vii) any neglect or omission by either of the Guarantee Beneficiaries in respect of, or in the course of, doing any of the above things;
- (c) accepting compositions from, compromises, arrangements or plans of reorganization or granting releases or discharges to, Emera NL or any other Person, or any other dealing with Emera NL or any other Person or with any security that either Guarantee Beneficiary considers appropriate;
- (d) any unenforceability or loss of or in respect of the Emera NL Documents or any security held from time to time by either Guarantee Beneficiary or both of them from Emera NL whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to either Guarantee Beneficiary's fault or any other reason;
- (e) any change in the financial condition of Emera NL or that of the Guarantor or any other guarantor (including insolvency and bankruptcy);
- (f) any event, whether or not attributable to either Guarantee Beneficiary or both of them, that may be considered to have caused or accelerated the bankruptcy or insolvency of Emera NL or the Guarantor, or to have resulted in the initiation of any such proceedings;
- (g) the filing by either Guarantee Beneficiary of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for Emera NL or for all or substantially all of the assets of Emera NL;
- (h) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, Emera NL or any other Person in respect of either the liability of Emera NL under the Emera NL Documents or the Guarantor's liability under this Guarantee;
- (i) any amendment to the Emera NL Documents or any other security or agreements as between Emera NL and either Guarantee Beneficiary;
- (j) any extension of the time for payment, observance or performance, or any other amendment or modification of any of the terms and conditions of the Guaranteed Obligations or the Emera NL Documents;
- (k) any composition or settlement (whether by way of release, acceptance of a plan of reorganization or otherwise) of the Guaranteed Obligations;

- (l) any failure to exercise, delay in the exercise of, exercise or waiver of, or forbearance or other indulgence with respect to any rights, remedies and/or recourses available to either Guarantee Beneficiary, including but not limited to:
  - (i) any exercise of or failure to exercise any right of set-off, counterclaim, reduction, recoupment or retention;
  - (ii) any election of rights, remedies and/or recourses effected by it;
  - (iii) any subordination by operation of Applicable Law, whether present or future, of any or all of the Guaranteed Obligations;
  - (iv) any election not or failure to protect or preserve any collateral or protect, perfect or continue the perfection of any lien upon any collateral now or hereafter securing any or all of the Guaranteed Obligations;
  - (v) any disallowance, invalidity, illegality, voidness or unenforceability of any or all liens securing any or all of the Guaranteed Obligations; or
  - (vi) any other act or failure to act which varies the risks of the Guarantor hereunder or, but for the provisions hereof, under the terms of any Applicable Law, would operate to reduce, limit or terminate the obligations of the Guarantor from any obligation hereunder.

3.2 The Guarantor hereby acknowledges and agrees that either Guarantee Beneficiary may at any time or from time to time, without the consent of, or notice to, the Guarantor:

- (a) change or extend the manner, place or terms of payment of, or renew, alter, compromise, suspend, waive, replace or novate all or any portion of, the Emera NL Documents, the Guaranteed Obligations and any security and guarantees therefor;
- (b) take any action under or in respect of, the Emera NL Documents or this Guarantee in the exercise of any remedy, power or privilege contained therein or available to it at law, equity or otherwise, or waive or refrain from exercising any such remedies, powers or privileges;
- (c) amend, restate, supplement, suspend, waive, compromise, extend, renew or replace, in whole or in part, any of the provisions of the Emera NL Documents;
- (d) grant time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to Emera NL or any other Person;
- (e) extend or waive the time for performance of, or compliance with, any term, covenant or agreement to be performed or observed by Emera NL under the Emera NL Documents, or waive such performance or compliance or consent to a failure of, or departure from, such performance or compliance;

- (f) release anyone who may be liable in any manner for the payment or performance of any of the Guaranteed Obligations by the Guarantor to either Guarantee Beneficiary;
- (g) modify or terminate the terms of any intercreditor or subordination agreement pursuant to which claims of other creditors of the Guarantor are subordinated to the claims of either Guarantee Beneficiary; or
- (h) apply any sums by whomever paid or however realized to any amounts owing by Emera NL to either Guarantee Beneficiary in such manner as either Guarantee Beneficiary shall determine in its discretion,

and neither Guarantee Beneficiary shall incur any liability to the Guarantor as a result thereof, and no such action shall impair or release the Guaranteed Obligations of the Guarantor under this Guarantee.

3.3 The Guarantor hereby waives:

- (a) any requirement and any right to require that any power be exercised or any action be taken against Emera NL or any other person or any collateral for any of the Guaranteed Obligations;
- (b) any and all defences to and set-offs, counterclaims and claims of recoupment against any and all of the Guaranteed Obligations that may at any time be available to Emera NL or any other Person;
- (c) any notice of acceptance of the incurrence or renewal of any Guaranteed Obligations;
- (d) all notices which may be required by Applicable Law to preserve any rights against the Guarantor hereunder including, but not limited to, any notice of default, demand, dishonour, presentment and protest;
- (e) any failure or alleged failure by either Guarantee Beneficiary to act with diligence or at all in the enforcement of its rights in respect of the Guaranteed Obligations or any of them;
- (f) any defence based upon, arising out of or in any way related to (i) any claim that any election of remedies by either Guarantee Beneficiary impaired, reduced, released or extinguished any rights that the Guarantor might otherwise have had against Emera NL or any other person; and (ii) any claim that the Guaranteed Obligations should be strictly construed against either Guarantee Beneficiary; and
- (g) any and all other defences related to the Guaranteed Obligations save and except for the receipt by each of the Guarantee Beneficiaries of the full, final and definitive amount of its claim against Emera NL with respect to the Guaranteed Obligations.



- 3.4 No settlement or discharge of the Guaranteed Obligations shall be effective if any payment by the Guarantor in respect thereof is avoided or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, liquidation, fraudulent conveyances, assignments and preferences or similar laws of general application from time to time, and if such payment is so avoided or reduced, either Guarantee Beneficiary shall be entitled to recover the amount of such payment as if such settlement or discharge had not occurred.
- 3.5 This Guarantee shall be in addition to and without prejudice to any other security by whomsoever given, held at any time by either Guarantee Beneficiary. Neither Guarantee Beneficiary shall be under any obligation to marshal any such security or any of the funds or assets it may be entitled to receive or have a claim upon.
- 3.6 The Guaranteed Obligations shall be deemed not to have been paid, observed or performed, and the liability of the Guarantor hereunder in respect thereof shall continue and not be discharged, to the extent that any payment, observance or performance thereof by Emera NL or any other guarantor, or out of the proceeds of any collateral (collectively referred to herein as the "**Disgorged Amount**"), is recovered from or reimbursed by or for the account of either Guarantee Beneficiary for any reason, including, but not limited to, a preference or fraudulent transfer or by virtue of any subordination (whether present or future or contractual or otherwise) of the Guaranteed Obligations, whether such recovery or payment over is effected by any judgment, decree or order of any court or Authorized Authority, by any plan of reorganization or by settlement or compromise by either Guarantee Beneficiary (whether or not consented to by Emera NL, the Guarantor or any other guarantor) of any claim for any such recovery or payment over. The Guarantor hereby expressly waives the benefit of any Applicable Law of limitations and agrees that it shall be liable hereunder whenever such a recovery or payment ever occurs.
- 3.7 This Guarantee shall continue in full force and effect until the indefeasible payment, observance and performance in full of the Guaranteed Obligations, provided however that where at any time either Guarantee Beneficiary is required to pay over any Disgorged Amount, or pursuant to **Section 3.4**, either Guarantee Beneficiary shall be permitted to make a claim therefor under the provisions of **Section 3.4** or **3.6**, as applicable.
- 3.8 The Guarantor agrees that each of the waivers, renunciations, declarations and authorizations set forth in this Guarantee is made with full knowledge of its significance and consequences and if any of such waivers, renunciations, declarations and authorizations is determined to be contrary to any Applicable Law or public policy, such waivers, renunciations, declarations and authorizations shall be effective only to the maximum extent permitted by Applicable Law.
- 3.9 After all Guaranteed Obligations have indefeasibly been paid in full, subject to the provisions of **Sections 3.4, 3.6** and **3.7**, this Guarantee shall cease and become null and void and each Guarantee Beneficiary shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

**ARTICLE 4  
MISCELLANEOUS**

- 4.1 Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To:

the Guarantor:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS B3J 3S8

Attention: Corporate Secretary  
Fax: 902-428-6112

with a copy to:

ENL Island Link Incorporated  
9 Austin Street  
St. John's, NL A1B 4C1

Attention: President  
Fax: 709-722-2083

To:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL A1B 0C9

Attention: Chief Executive Officer  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL A1B 0C9

Attention: Corporate Secretary  
Fax: (709) 737-1782

To:

Labrador-Island Link Holding Corporation  
c/o Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL A1B 0C9

Attention: Chief Executive Officer  
Fax: (709) 737-1782

with a copy to:

Labrador-Island Link Holding Corporation  
c/o Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL A1B 0C9

Attention: Corporate Secretary  
Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission and confirmed by a copy immediately sent by courier, shall be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

- 4.2 No failure on the part of either Guarantee Beneficiary to exercise, and no delay in exercising, any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy under this Guarantee preclude any other or further exercise thereof or the exercise of any other right or remedy, nor shall any waiver of one provision be deemed to constitute a waiver of any other provision. No waiver of any of the provisions of this Guarantee by either Guarantee Beneficiary shall be effective unless it is in writing duly executed by that Guarantee Beneficiary.
- 4.3 This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

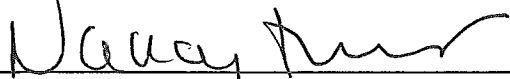
- 4.4 If for the purpose of obtaining or enforcing judgment in any court or for any other purpose hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applied shall be the noon mid-market spot rate quoted by the Bank of Canada for conversion of the Original Currency into the Second Currency on the Business Day on which judgment is given or the amount is due, as the case may be.
- 4.5 The Guarantor agrees that its obligations in respect of any amounts due from it to either Guarantee Beneficiary in the Original Currency hereunder, notwithstanding any payment or tender, including pursuant to any judgment expressed or payment made in the Second Currency, shall be discharged only to the extent that, on the Business Day following receipt of any sums so paid in the Second Currency, either Guarantee Beneficiary may purchase in the Canadian money market or the Canadian foreign exchange market, as the case may be, the Original Currency with the amount of the Second Currency so paid; and, if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, the Guarantor agrees as a separate and independent obligation and notwithstanding any such payment or judgment to indemnify each Guarantee Beneficiary against such loss and, if the amount of the Original Currency so purchased is greater than the amount originally due in the Original Currency, either Guarantee Beneficiary, notwithstanding any such payment or judgment, shall remit to the Guarantor, on demand, any such excess. The obligation provided for in this **Section 4.6** shall not be affected by or merged with any judgment obtained under this Guarantee.
- 4.6 The rights of the Guarantor hereunder are declared to be purely personal and may therefore not be assigned or transferred, nor can the Guarantor assign or transfer any of its obligations, any such assignment being null and void insofar the Guarantee Beneficiaries is concerned.
- 4.7 The Guarantor hereby acknowledges that it has received and taken cognizance of an original executed copy of the Emera NL Documents and is familiar with the provisions thereof.
- 4.8 Any provision of this Guarantee that is found to be void or unenforceable by a court of competent jurisdiction shall be ineffective without invalidating the remaining provisions of this Guarantee.
- 4.9 This Guarantee shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. The Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

4.10 Nalcor is entering into this Guarantee, and Emera acknowledges that Nalcor is entering into this Guarantee, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Guarantor and the Guarantee Beneficiaries have executed this Guarantee as of the date first above written.

EMERA INC.

By: 

Name: **Nancy Tower**  
Title: **EVP, Business Development**

By: 

Name:  
Title: **STEPHEN D. AFTANAS**  
**CORPORATE SECRETARY**

We have authority to bind the company.

LABRADOR-ISLAND LINK HOLDING CORPORATION

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.

NALCOR ENERGY

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF the Guarantor and the Guarantee Beneficiaries have executed this Guarantee as of the date first above written.


**EMERA INC.**


By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the company.


**LABRADOR-ISLAND LINK HOLDING CORPORATION**

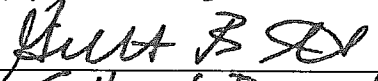
By:   
Name: Derrick Sturge  
Title: President & CEO

By:   
Name: Peter Hudson  
Title: Corporate Secretary

We have authority to bind the corporation.

**NALCOR ENERGY**

By:   
Name: Derrick Sturge  
Title: VP, Finance & CFO

By:   
Name: Gilbert Bennett  
Title: VP - LCP

We have authority to bind the corporation.

**EMERA NL SUBSCRIPTION AGREEMENT**



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## EMERA NL SUBSCRIPTION AGREEMENT

THIS EMERA NL SUBSCRIPTION AGREEMENT is made effective the 11<sup>th</sup> day of February, 2013 (the "Effective Date")

**BETWEEN:**

ENL ISLAND LINK INCORPORATED ("Emera NL")

- and -

LABRADOR-ISLAND LINK LIMITED PARTNERSHIP (the "Partnership")  
acting by its general partner, LABRADOR-ISLAND LINK GENERAL  
PARTNER CORPORATION (the "General Partner")

WHEREAS Emera NL is a Wholly-Owned Subsidiary of Emera Inc. ("Emera");

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, and subject to **Section 1.2**, in the Appendices, capitalized terms which are defined in the LIL LP Agreement and are not otherwise defined herein have the meanings ascribed thereto in the LIL LP Agreement when used in this Agreement and the following terms shall have the meanings set forth below:

"**Agreement**" means this agreement, including all Appendices, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

"**Knowledge**" means in the case of either Party, as applicable, the actual knowledge of any of the executive officers of such Party and other facts or matters that such executive officers could reasonably be expected to discover or otherwise become aware of in the course of performing their ordinary responsibilities as executive officers of such Party;

"**LIL LP Agreement**" means an agreement dated July 31, 2012 between the General Partner, as general partner, and Nalcor LP, as limited partner, providing for the establishment and operation of Labrador-Island Link Limited Partnership;

"**Legal Proceedings**" means any actions, suits, investigations, proceedings, judgments, rulings or orders by or before any Authorized Authority;

**"MEPCO Transmission Rights Agreement"** means the agreement dated July 31, 2012 between Nalcor and Emera providing for the use by Nalcor of the MEPCO transmission rights;

**"New Brunswick Transmission Utilization Agreement"** means the agreement dated July 31, 2012 between Nalcor and Emera providing for the use of transmission rights in New Brunswick;

**"Party"** means a Person party to this Agreement.

## 1.2 Construction of Agreement

- (a) Interpretation Not Affected by Headings, etc. - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an **"Article"**, **"Section"** or **"Appendix"** followed by a number and/or a letter refer to the specified article, section or appendix of this Agreement. The terms **"this Agreement"**, **"hereof"**, **"herein"**, **"hereby"**, **"hereunder"** and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.
- (b) Recitals - The recitals form part of this Agreement.
- (c) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.
- (d) "Including" - The word "including", when used in this Agreement, means "including without limitation".
- (f) Currency - Unless otherwise indicated, all dollar amounts referred to in this Agreement (including the Appendices) are in lawful money of Canada.
- (g) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (h) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made

pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.

- (i) Terms Defined in Appendices - Terms defined in an Appendix or part of an Appendix to this Agreement shall, unless otherwise specified in such Appendix or part of an Appendix or elsewhere in this Agreement, have the meaning set forth only in such Appendix or such part of such Appendix.
- (j) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (k) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (l) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.
- (m) Approvals, etc. - Except where otherwise expressly provided herein, whenever an action referred to in this Agreement is to be "approved", or "determined" by a Party or requires a Party's "consent", then
  - (i) such approval, determination or consent by a Party must be in writing; and
  - (ii) such Party shall be free to take such action having regard to that Party's own interests, in its sole and absolute discretion.

### **1.3 Conflicts Between Parts of Agreement**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of an Appendix or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

### **1.4 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of NL and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. The Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province

of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**1.5 Appendices**

The following are the Appendices attached to and incorporated by reference in this Agreement, which are deemed to be part hereof:

Appendix A – Accredited Investor Form

**ARTICLE 2  
SUBSCRIPTION**

**2.1 Issuance to Emera NL of Class B Limited Units and Establishment of Class B Limited Unit Capital Account**

Emera NL hereby subscribes and agrees to pay for a Partnership Interest consisting of 25 Class B Limited Units for a Capital Contribution of \$1,000, which amount is tendered herewith.

**2.2 Subscription Accepted**

The General Partner hereby accepts the subscription of Emera NL set out in Section 2.1 and hereby:

- (a) issues to Emera NL 25 Class B Limited Units in consideration of the sum of \$1,000 the receipt and sufficiency whereof are hereby acknowledged; and
- (b) establishes on the books of the Partnership a Class B Limited Unit Capital Account in the name of Emera NL to which the \$1,000 shall be credited.

**2.3 No Further Issue**

The Partnership agrees that no further Class B Limited Units will be issued; all Capital Contributions by Emera NL shall be credited to the Class B Limited Unit Capital Account and any adjustments required by this Agreement or the LIL LP Agreement shall be made by an appropriate debit or credit to the Class B Limited Unit Capital Account.

**2.4 Further Amounts to be Credited to Emera NL Partnership Capital Account**

If Emera NL makes further Capital Contributions, the amount thereof shall be credited to such Capital Account.

**2.5 Subscription Irrevocable**

The foregoing subscription is irrevocable.

**ARTICLE 3  
POWER OF ATTORNEY**

**3.1            Power of Attorney to General Partner**

thereon:            In consideration of the General Partner accepting this subscription and conditional

(a)            Emera NL hereby agrees to be bound as a Partner in the Partnership by the terms of the LIL LP Agreement as from time to time amended and in effect and Emera NL hereby expressly ratifies and confirms the power of attorney given to the General Partner in Section 2.10 of the LIL LP Agreement; and by way of confirmation thereof:

(i)            Emera NL hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as Emera NL's agent and true and lawful attorney to act on Emera NL's behalf with full power and authority in Emera NL's name, place and stead to execute and record or file as and where required:

- (A)            (1)            the LIL LP Agreement;
- (2)            any amendment to the LIL LP Agreement subject to required Partner approval, if any; and
- (3)            any other instruments or documents,

but only to the extent required to continue and keep in good standing the Partnership as a limited partnership under the Act, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or lease property in order to maintain the limited liability of the Limited Partners and to comply with the Applicable Laws of that jurisdiction (including any amendments to the Certificate or the Register as may be necessary to reflect the admission to the Partnership of subscribers for or transferees of a Partnership Interest as contemplated by the LIL LP Agreement);

- (B)            all instruments and any amendments to the Certificate necessary to reflect any amendment to the LIL LP Agreement;
- (C)            any instrument required in connection with the dissolution and termination of the Partnership in accordance with the provisions of the LIL LP Agreement, including any elections, determinations or designations in respect of such dissolution and termination under the Tax Act or under any other taxation legislation or laws of like import of Canada or of any province or jurisdiction;

- (D) the documents necessary to be filed with the appropriate Authorized Authority in connection with the Business, property, assets and undertaking of the Partnership;
  - (E) the documents on Emera NL's behalf and in Emera NL's name as may be necessary to give effect to the admission of a subscriber for or a transferee of a Partnership Interest in the Partnership;
  - (F) any election, determination, designation, information return or similar document or instrument as may be required or desirable at any time under the Tax Act or under any other taxation legislation or laws of like import of Canada or of any province or jurisdiction which relates to the affairs of the Partnership or its Affiliates or the interest of any Person in the Partnership; and
  - (G) all other instruments and documents on Emera NL's behalf and in Emera NL's name or in the name of the Partnership as may be deemed necessary by the General Partner to carry out fully this Agreement in accordance with its terms.
- (b) The power of attorney granted in this Subscription Agreement is irrevocable, is a power coupled with an interest and is given for consideration, and will survive the transfer or assignment by Emera NL of the whole or any part of the interest of Emera NL in the Partnership, and extends to the successors, transferees and assigns of Emera NL, and may be exercised by the General Partner on behalf of Emera NL by executing any instrument by a facsimile signature or by listing all the Partners and executing that instrument with a single signature as attorney and agent for all of them.
- (c) Emera NL agrees to be bound by any representation or action made or taken by the General Partner with regard to Emera NL pursuant to such power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.
- (d) The foregoing power of attorney shall be governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.
- (e) The foregoing power of attorney will continue in respect of the General Partner so long as it is the General Partner of the Partnership, and will terminate thereafter, but will continue in respect of a new General Partner as if the new General Partner were the original attorney.

**ARTICLE 4  
REPRESENTATIONS AND WARRANTIES**

**4.1        Emera NL**

Emera NL represents, warrants, covenants and agrees with each other Partner that:

- (a)        Emera NL is and shall continue to be a Wholly-Owned Subsidiary of Emera;
- (b)        Emera NL is and shall continue to be a corporation validly incorporated under the laws of NL and is and shall continue to be validly subsisting under the laws of, and is qualified to conduct its business in, NL;
- (c)        Emera NL is operating in NL, for securities law purposes is resident only in NL, and has its sole permanent establishment for provincial income tax purposes in NL;
- (d)        Emera NL has the capacity and authority to enter into and perform its obligations under this Agreement and to subscribe for the Partnership Interest as herein provided and shall, at the request of the General Partner, provide such evidence of compliance with such representation, warranty and covenant as the General Partner may request;
- (e)        Emera NL has full power and authority to execute this Agreement and all other agreements contemplated hereby required to be executed by it and to take all actions required pursuant hereto, and has obtained all necessary approvals of its directors and shareholders and such execution and the performance of its obligations under this Agreement do not and shall not conflict with or constitute a default under its articles, by-laws or any agreement by which it is bound;
- (f)        Emera NL has duly authorized, executed and delivered this Agreement and that this Agreement constitutes a legal, valid and binding obligation of Emera NL enforceable against Emera NL in accordance with its terms, except as the enforceability thereof may be limited by:
  - (i)        bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and
  - (ii)        general principles of equity whether considered in a proceeding in equity or at law;
- (g)        no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (h)        there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;



- (i) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by Emera NL for its lawful execution, delivery and performance of this Agreement, except for:
  - (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof;
  - (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on Emera NL's ability to perform its obligations under this Agreement; and
  - (iii) the Regulatory Approvals;
- (j) Emera NL does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement;
- (k) Emera NL understands that the Partnership Interest which is subscribed for has not been qualified under a prospectus and sold through a registrant under applicable Securities Legislation, and accordingly, is subject to resale restrictions and may not be offered or sold except under a qualified prospectus and through a registrant under applicable Securities Legislation unless offered or sold pursuant to an exemption from the prospectus and registration requirements of applicable Securities Legislation. Emera NL further understands that no public market presently exists for any securities of the Partnership and there can be no assurance that any such market will be created;
- (l) the Partnership Interest subscribed for is being acquired by Emera NL as principal for its own account and not as a nominee or agent, for investment only and not with a view to the resale or distribution of any part thereof, and Emera NL has no present intention of selling, granting any participation in, or otherwise distributing the same;
- (m) Emera NL is an "accredited investor" as that term is defined in National Instrument 45-106 and shall, contemporaneously with the execution of this Agreement, execute and deliver a completed Accredited Investor Certificate in the form annexed as **Appendix "1"**;
- (n) Emera NL acknowledges that the Partnership Interest subscribed for is subject to transfer restrictions pursuant to the LIL LP Agreement;
- (o) Emera NL acknowledges that this Subscription Agreement requires Emera NL to provide certain personal information to the Partnership. Such information is being collected by the Partnership for the purposes of completing the issuance of the Partnership Interest subscribed for hereby, including a determination as to Emera NL's eligibility to purchase such Partnership Interest under applicable securities legislation, preparing and registering any certificates representing Units,

coordinating clearance certificate applications and comfort letters and completing filings required by any securities regulatory authority; Emera NL's personal information may be disclosed by the Partnership to: (i) securities regulatory authorities, (ii) any Person appointed to maintain the Partnership's Register, (iii) any of the other parties involved in the transactions contemplated by this Agreement, including legal counsel to the Partnership; (iv) any Person for the purpose of mitigating any Tax withholding or remittance obligations; and (v) any other Person for the purpose of administering the affairs of the Partnership. By executing this Subscription Agreement, Emera NL consents to the foregoing collection, use and disclosure of its personal information;

- (p) other than the options in favour of Nalcor and Nalcor LP contained in the Newfoundland and Labrador Development Agreement dated July 31, 2012 among Nalcor and Emera and certain of their respective Affiliates relating, among other things, to the development of the Labrador-Island Link, no Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from Emera NL of any of the Partnership Interest subscribed for hereby;
- (q) Emera NL is and shall remain a resident of Canada for purposes of the Tax Act;
- (r) Emera NL is acting on its own behalf, and will be and shall remain the beneficial owner of its Partnership Interest and no interest in Emera NL is or shall be a "tax shelter investment" as that term is defined in the Tax Act and Emera NL's interest in the Partnership is and shall not be a "tax shelter investment" as that term is defined in the Tax Act;
- (s) Emera NL is and shall remain a Qualified Partner;
- (t) Emera NL shall from time to time promptly provide to the General Partner such evidence of its status as the General Partner may reasonably request; and
- (u) neither Emera nor any Affiliate of Emera has given Notice of the termination of either the New Brunswick Transmission Utilization Agreement or the MEPCO Transmission Rights Agreement.

#### **4.2 Maintain Status**

Emera NL covenants and agrees that it shall maintain its status as described above and that it shall not Transfer or purport to Transfer the whole or any part of its Partnership Interest including the Units to any Person who is or would be unable to make the representations and warranties set out in **Section 4.1**.

#### 4.3 Provide Information

Emera NL will, promptly upon request by the General Partner, provide the Partnership with such information and execute and deliver to the Partnership such additional undertakings, questionnaires, reports and other documents as the Partnership may reasonably request in connection with the issue and sale of the Partnership Interest subscribed for hereby and consents to the filing of such undertakings, questionnaires, reports and other documents (and to the disclosure of the information contained therein) as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

#### 4.4 Security Law Matters

Emera NL:

- (a) acknowledges that pursuant to Securities Legislation, Emera NL may be required to file reports with the NL Securities Commission or other applicable securities regulatory authorities in the required form within the time period specified by such securities commission of each disposition of all or any of the Partnership Interest subscribed for hereby and, if so required, Emera NL undertakes to file the required reports;
- (b) understands and acknowledges that the Partnership Interest subscribed for hereby will be subject to certain resale restrictions under Securities Legislation and in particular, Emera NL understands and acknowledges that the Partnership is not a reporting issuer in any province or territory of Canada or in any other jurisdiction and, therefore, such Partnership Interest is subject to a statutory hold period which will be of an indefinite period and during such statutory hold period none of such securities may be resold in Canada except pursuant to a statutory exemption or a discretionary ruling issued by the securities regulatory authority in the transferee's jurisdiction of residence. Emera NL also acknowledges that it has been advised to consult its own legal advisors with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions (and the Partnership is not in any manner responsible for ensuring compliance by Emera NL with such restrictions). Emera NL will not resell any of such Partnership Interest except in accordance with the provisions of Securities Legislation;
- (c) is acquiring the Partnership Interest subscribed for hereby to be held for investment only and not with a view to resale or distribution;
- (d) acknowledges and agrees that the sale and delivery of the Partnership Interest subscribed for hereby is conditional upon such sale being exempt from the requirements under applicable Securities Legislation requiring the filing of a prospectus in connection with the distribution of the Partnership Interest subscribed for hereby or upon the issuance of such rulings, orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus;

- (e) has not received a prospectus, an offering memorandum (as such term is defined in the *Securities Act* (NL)) or sales or advertising literature in connection with the offering and has not received, nor has Emera NL requested, nor does Emera NL need to receive, any other document;
- (f) acknowledges that it has not acquired the Partnership Interest subscribed for hereby as a result of any general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;
- (g) has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder in the Partnership Interest subscribed for hereby and is able to bear the economic risk of loss of such investment; and
- (h) acknowledges and agrees that it is responsible for obtaining such legal, tax and other advice as it considers appropriate in connection with the execution, delivery and performance by it of this Agreement and the transactions contemplated hereunder.

**4.5 Non-Residence**

If at any time Emera NL is a non-resident of Canada for purposes of the Tax Act, the General Partner may, in the circumstances and under the terms and conditions set forth in Section 2.7(d) of the LIL LP Agreement, require Emera NL to transfer its Partnership Interest to a Person which qualifies as a Qualified Partner.

**4.6 Survival of Representations, Warranties and Covenants**

The representations, warranties and covenants made pursuant to this **Article 4** above shall survive execution of this Agreement, and Emera NL covenants and agrees to ensure that each representation, warranty and covenant made pursuant to this **Article 4** remains true so long as it remains a Partner.

**ARTICLE 5  
CONFIDENTIALITY**

**5.1 Confidentiality**

- (a) Incorporation of Project NDA - The Parties agree that the Project NDA is incorporated in this Agreement by reference and applies to all Confidential Information disclosed by either Party to the other under or in connection with this Agreement, the Party disclosing Confidential Information being a Disclosing Party as defined in the Project NDA, and the Party receiving Confidential Information being a Receiving Party as defined in the Project NDA.

(b) Disclosure of Agreement - Each Party hereby agrees to the other Party making this Agreement public at any time and from time to time after the Effective Date.

**ARTICLE 6**

**MISCELLANEOUS PROVISIONS**

**6.1**      Notices

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Emera NL:

ENL Island Link Incorporated

9 Austin Street

St. John's, NL A1B 4C1

Attention: President

Fax: (709) 722-2083

with a copy to:

Emera Inc.

1223 Lower Water Street

Halifax, NS B3J 3S8

Attention: Corporate Secretary

Fax: 902-428-6112

To the Partnership c/o the General Partner:

Labrador-Island Link General Partner Corporation

c/o Nalcor Energy

500 Columbus Drive

P.O. Box 12800

St. John's, NL A1B 0C9

Attention: Chief Executive Officer

Fax: (709) 737-1782

with a copy to:

c/o Nalcor Energy

500 Columbus Drive

P.O. Box 12800

St. John's, NL A1B 0C9

Attention: Corporate Secretary

Fax: (709) 737-1782

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission and confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt; provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Either Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Party.

**6.2 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

**6.3 Announcements**

No announcement with respect to this Agreement shall be made by either Party without the prior approval of the other Party. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Party before making any such announcement and gives due consideration to the views of the other Party with respect thereto. Both Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**6.4 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**6.5 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**6.6 Time of the Essence**

Time shall be of the essence.

**6.7 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by both Parties.

**6.8 No Waiver**

Any failure or delay of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

**6.9 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**6.10 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.


**6.11 Successors and Assigns**


This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**ENL ISLAND LINK INCORPORATED**

By:   
Name: R. de Jongs  
Title: President

By:   
Name: Nancy Tower  
Title: Chief Executive Officer

We have authority to bind the corporation.

**LABRADOR-ISLAND LINK LIMITED PARTNERSHIP  
acting by its general partner, LABRADOR-ISLAND  
LINK GENERAL PARTNER CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

We have authority to bind the corporation. The corporation has authority to bind the partnership.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

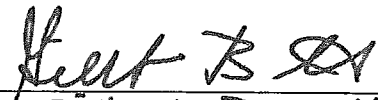
**ENL ISLAND LINK INCORPORATED**

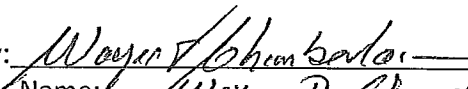
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**LABRADOR-ISLAND LINK LIMITED PARTNERSHIP  
acting by its general partner, LABRADOR-ISLAND  
LINK GENERAL PARTNER CORPORATION**

By:   
Name: Gilbert Bennett, P. Eng.  
Title: Vice President

By:   
Name: Wayne D. Chamberlain  
Title: General Counsel & Corporate Secretary

We have authority to bind the corporation. The corporation has authority to bind the partnership.

**EMERA NL CROSS DEFAULT INDEMNITY AGREEMENT**

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## EMERA NL CROSS DEFAULT INDEMNITY AGREEMENT

THIS EMERA NL CROSS DEFAULT INDEMNITY AGREEMENT is made effective the 11<sup>th</sup> day of February, 2013 (the "Effective Date").

### BETWEEN:

ENL ISLAND LINK INCORPORATED, a NL corporation ("Emera NL")

- and -

NALCOR ENERGY, a body corporate existing pursuant to the Energy Corporation Act being chapter E-11.01 of the Statutes of Newfoundland and Labrador, 2007, solely in its own right and not as agent of the NL crown ("Nalcor")

### WHEREAS:

- A. Emera NL is a wholly-Owned subsidiary of Emera Inc., a company incorporated under the laws of the Province of Nova Scotia ("Emera"), and has agreed to indemnify Nalcor in certain circumstances on the terms and conditions set out in this Agreement; and
- B. this Agreement is executed as of the date of Emera's receipt of Notice from Nalcor that it has Sanctioned the LIL;

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, including the recitals and, subject to **Section 1.2(g)**, in the Appendices, capitalized terms which are defined in the NLDA and are not otherwise defined herein have the meanings ascribed thereto in the NLDA when used in this Agreement, and the following terms shall have the meanings set forth below:

"**Agreement**" means this agreement, including all Appendices, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

"**Deficiency**" has the meaning set forth in **Section 3.2(b)**;

"**Deficiency Notice**" has the meaning set forth in **Section 3.2(b)**;

"**Dispute Resolution Procedure**" has the meaning set forth in **Section 8.1**;

"**Effective Date**" has the meaning set forth in the commencement of this Agreement;

“**Emera**” has the meaning set forth in the recitals and includes Emera’s successors;

“**Emera Cross-Default**” has the meaning set forth in **Section 2.1**;

“**Emera NL Rights**” has the meaning set forth in **Section 7.2(a)**;

“**Indemnity Amount**” has the meaning set forth in **Section 2.1**;

“**Loss Notice**” has the meaning set forth in **Section 3.1**;

“**Nalcor Rights**” has the meaning set forth in **Section 7.1(a)**;

“**Newfoundland and Labrador Development Agreement**” or “**NLDA**” means the agreement between Nalcor, Emera and other parties relating, among other things, to the development of the Labrador-Island Link;

“**Notice**” means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 10.1**;

“**Parties**” means the parties to this Agreement, and “**Party**” means one of them; and

“**Term**” has the meaning set forth in **Section 4.1**.

## **1.2**                    **Construction of Agreement**

- (a)    Interpretation Not Affected by Headings, etc. - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an “**Article**”, “**Section**” or “**Appendix**” followed by a number and/or a letter refer to the specified article, section or appendix of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document, other than a Formal Agreement, shall be, unless otherwise stated herein, a reference to that agreement, instrument or other document as it stood on the Effective Date. All references to a Formal Agreement shall be a reference to that Formal Agreement as modified, amended, supplemented and restated from time to time.
- (b)    Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.

- (d) Currency - Unless otherwise indicated, all dollar amounts referred to in this Agreement (including the Appendices) are in lawful money of Canada.
- (e) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (f) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (g) Terms Defined in Appendices - Terms defined in an Appendix or part of an Appendix to this Agreement shall, unless otherwise specified in such Appendix or part of an Appendix or elsewhere in this Agreement, have the meaning ascribed thereto only in such Appendix or such part of such Appendix.
- (h) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (i) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (j) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Conflicts between Parts of Agreement**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of an Appendix or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

**1.4 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of NL and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 8**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
INDEMNIFICATION**

**2.1 Indemnity in Certain Events**

In the event Emera or an Affiliate of Emera is in default of any of its obligations under:

- (a) the NLDA;
- (b) the LIL LP Agreement;
- (c) the New Brunswick Transmission Utilization Agreement; or
- (d) the MEPCO Transmission Rights Agreement,

and has not cured such default within the time period provided for therein (any of which are hereinafter referred to as an “**Emera Cross-Default**”), Emera NL shall and hereby agrees, subject to **Section 2.2**, to indemnify Nalcor in an amount (“**Indemnity Amount**”) equal to the Losses sustained by Nalcor, or an Affiliate of Nalcor, as applicable, arising out of or in connection with the Emera Cross-Default.

**2.2 Dispute Resolution to Determine Indemnity Amount**

If Emera or an Affiliate of Emera is contesting the Emera Cross-Default or the Losses arising therefrom pursuant to the dispute resolution procedure under the NLDA, the LIL LP Agreement, the New Brunswick Transmission Utilization Agreement or the MEPCO Transmission Rights Agreement, as applicable, the Indemnity Amount shall be as determined pursuant to such dispute resolution procedure.

**ARTICLE 3  
DISTRIBUTIONS TO SATISFY INDEMNITY AMOUNT**

**3.1 Notice**

As soon as possible after the Indemnity Amount is finally determined pursuant to **Article 2**, Nalcor shall give Notice (a “**Loss Notice**”) to Emera NL of the Indemnity Amount. Loss



Notices for continuing Emera Cross-Defaults which are not the subject of dispute resolution may be issued in such frequency and covering such time period as Nalcor so chooses until the Losses incurred by Nalcor or an Affiliate of Nalcor arising out of or in connection with the Emera Cross-Default have been satisfied in full.

**3.2**            **Payment**

- (a)      Emera NL shall, on or before the 30th day after receiving the Loss Notice, pay to Nalcor an amount equal to the amount referred to in the Loss Notice.
- (b)      If, for any reason, Emera NL does not pay to Nalcor an amount equal to the amount referred to in the Loss Notice, Nalcor shall be entitled to give Notice (“**Deficiency Notice**”) of such failure to the General Partner, specifying the portion of the Indemnity Amount remaining unpaid (“**Deficiency**”). The General Partner shall promptly acknowledge receipt thereof and thereafter the General Partner shall pay the full amount of Distributions otherwise becoming payable to Emera NL to Nalcor until such Deficiency has been paid in full together with interest thereon at the Prime Rate plus 3%.
- (c)      If a Deficiency Notice has been given and Emera NL or Emera subsequently pays an amount to Nalcor in reduction of the Deficiency, Nalcor shall so advise the General Partner and the payments provided for in **Section 3.2(b)** shall be adjusted accordingly.
- (d)      When Nalcor or an Affiliate of Nalcor has received the full amount of the Indemnity Amount together, if applicable, with interest thereon calculated at the Prime Rate plus 3%, Nalcor shall issue a receipt therefor and send a copy to Emera NL, and if a Deficiency Notice has been issued, to the General Partner.

**3.3**            **Security Interest**

For the avoidance of doubt, the rights of Nalcor under this **Article 3** are a security interest within the meaning of the *Personal Property Security Act (NL)* in the Distributions referred to in this **Article 3**. The security interest granted by Emera NL shall in all respects be subject and subordinate to Emera NL’s Financing Pledge and Guarantee.

**ARTICLE 4**  
**TERM AND TERMINATION**

**4.1**            **Term**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and terminate in accordance with **Section 4.2**.

**4.2**            **Termination**

This Agreement shall terminate on the earliest to occur of any of the following events:

- (a) expiry of the Service Life;
- (b) written agreement of the Parties to terminate; and
- (c) termination of the NLDA.

#### **4.3 Effect of Termination**

- (a) Obligations on Termination - When this Agreement terminates:
  - (i) each Party shall promptly return to the other Party all Confidential Information of the other Party in the possession of such Party, and destroy any internal documents to the extent that they contain any Confidential Information of the other Party (except such internal documents as are reasonably required for the maintenance of proper corporate records and to comply with Applicable Law and for the purposes of the resolution of any Dispute, which shall continue to be held in accordance with the provisions of **Section 6.1**); and
  - (ii) neither Party shall have any obligation to the other Party in relation to this Agreement or the termination hereof, except as set out in this **Section 4.3**.
- (b) Survival - Notwithstanding the termination of this Agreement, the Parties shall be bound by the terms of this Agreement in respect of:
  - (i) the final settlement of all accounts between the Parties;
  - (ii) the readjustment of any accounts as a result of the settlement of insurance claims or third party claims after the date of termination;
  - (iii) any rights, liabilities and obligations arising or accruing under the terms of this Agreement prior to the date of termination or which are expressly stated to survive the termination of this Agreement; and
  - (iv) any other obligations that survive pursuant to **Section 10.13**.

### **ARTICLE 5 LIMITATION OF DAMAGES**

#### **5.1 No Consequential Loss**

Notwithstanding any other provision of this Agreement, in no event shall Emera NL or any other member of the Emera Group be liable to Nalcor or any other member of the Nalcor Group, nor shall Nalcor or any member of the Nalcor Group be liable to Emera NL or any member of the Emera Group, for a decline in market capitalization, increased cost of capital or borrowing, or for any consequential, incidental, indirect or punitive damages, for any reason with respect to any matter arising out of or relating to this Agreement. For the purpose of this **Section 5.1**, lost revenues or profits in relation to the purchase or sale of Energy or Capacity shall not be considered

to be consequential, incidental or indirect damages, provided however that a Party must still establish such lost revenues or profits in accordance with Applicable Law.

## ARTICLE 6 CONFIDENTIALITY

### 6.1 Incorporation of Project NDA

The Parties agree that the Project NDA is incorporated in this Agreement by reference and applies to all Confidential Information disclosed by either Party to the other under or in connection with this Agreement, the Party disclosing Confidential Information being a Disclosing Party as defined in the Project NDA, and the Party receiving Confidential Information being a Recipient Party as defined in the Project NDA.

### 6.2 Disclosure of Agreement

Each Party hereby agrees to the other Party making this Agreement public at any time and from time to time after the Effective Date.

## ARTICLE 7 ASSIGNMENT AND CHANGE OF CONTROL

### 7.1 Nalcor Assignment Rights

- (a) General - After, but not before, First Commercial Power of the LIL, Nalcor shall be entitled to assign all or any portion of its interest in this Agreement or any Claim (collectively, the "Nalcor Rights") to any Person which has become the owner of the whole or any part of the Partnership Interest of Nalcor LP in accordance with the provisions of the NLDA and the LIL LP Agreement.
- (b) Agreement to be Bound - No assignment may be made of all or any portion of the Nalcor Rights unless Nalcor or the assignor thereof obtains the written agreement of all Persons party to the assignment confirming that the transferee thereof shall, from and after the date of the assignment, be bound by the provisions of this Agreement, the assigned Nalcor Rights and all such rights and obligations as if such transferee was Nalcor, and shall assume all liabilities for, and in due and proper manner, pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of Nalcor or the assignor thereof under this Agreement arising on and in respect of matters occurring after the effective date of the assignment.
- (c) Continuing Obligations - Notwithstanding **Section 7.1(b)**, Nalcor expressly acknowledges and agrees that it remains liable to Emera NL as a primary obligor under this Agreement to observe and perform all of the conditions and obligations in this Agreement which Nalcor, and as of the effective date of the assignment, the transferee thereof, are bound to observe and perform.
- (d) Non-Permitted Assignment - Any assignment in contravention of this **Section 7.1** will be null and void.

**7.2**            **Emera NL Assignment Rights**

- (a)    **General** - After, but not before, First Commercial Power of the LIL, Emera NL shall be entitled to assign all or any portion of its interest in this Agreement or any Claim (collectively, the “**Emera NL Rights**”) to any Person which has become the owner of the whole or any part of the Partnership Interest of Emera NL in accordance with the provisions of the NLDA and the LIL LP Agreement.
- (b)    **Agreement to be Bound** - No assignment may be made of all or any portion of the Emera NL Rights unless Emera NL or the assignor thereof obtains the written agreement of all Persons party to the assignment confirming that the transferee thereof shall, from and after the date of the assignment, be bound by the provisions of this Agreement, the assigned Emera NL Rights and all such rights and obligations as if such transferee was Emera NL, and shall assume all liabilities for, and in due and proper manner, pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of Emera NL or the assignor thereof under this Agreement arising on and in respect of matters occurring after the effective date of the assignment.
- (c)    **Continuing Obligations** - Notwithstanding **Section 7.2(b)**, Emera NL expressly acknowledges and agrees that it remains liable to Nalcor as a primary obligor under this Agreement to observe and perform all of the conditions and obligations in this Agreement which Emera NL, and as of the effective date of the assignment, the transferee thereof, are bound to observe and perform.
- (d)    **Non-Permitted Assignment** - Any assignment in contravention of this **Section 7.2** will be null and void.

**ARTICLE 8  
DISPUTE RESOLUTION**

**8.1**            **General**

- (a)    **Dispute Resolution Procedure** - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 7 to the NLDA (the “**Dispute Resolution Procedure**”).
- (b)    **Performance to Continue** - Each Party shall continue to perform all of its obligations under this Agreement during any negotiations or dispute resolution proceedings pursuant to this **Article 8**, without prejudice to either Party’s rights pursuant to this Agreement.

**ARTICLE 9  
REPRESENTATIONS AND WARRANTIES**

**9.1**            **Nalcor Representations and Warranties**

Nalcor represents and warrants to Emera NL that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on the part of Nalcor and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) except as disclosed by it to Emera NL on or before the Effective Date, there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement and (iii) the Regulatory Approvals; and
- (g) it does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

**9.2 Emera NL Representations and Warranties**

Emera NL represents and warrants to Nalcor that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on the part of Emera NL

and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement and (iii) the Regulatory Approvals; and
- (g) it does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

### 10.1 Notices

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Nalcor:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

with a copy to:

Labrador-Island Link Holding Corporation  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Chief Executive Officer  
Fax: (709) 737-1782

To Emera NL:

ENL Island Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

with a copy to:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission and confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt; provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Either Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Party.

**10.2**            **Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

**10.3**            **Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

**10.4**            **Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

**10.5**            **Announcements**

No announcement with respect to this Agreement shall be made by either Party without the prior approval of the other Party. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Party before making any such announcement and gives due consideration to the views of the other Party with respect thereto. Both Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**10.6**            **Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, neither this Agreement nor any other agreement or arrangement between the Parties shall be construed or considered as creating any such partnership, joint venture, association, trust or fiduciary relationship, or as constituting either Party as the agent or legal representative of the other Party for any purpose nor to permit either Party to enter into agreements or incur any obligations for or on behalf of the other Party.



**10.7**            **Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**10.8**            **Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**10.9**            **Time of the Essence**

Time shall be of the essence.

**10.10**          **Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by both Parties.

**10.11**          **No Waiver**

Any failure or delay of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

**10.12**          **No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**10.13**          **Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as

the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**10.14**            **Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (a) any proceedings under the Dispute Resolution Procedure; (b) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (c) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**10.15**            **Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.


**10.16**            **Capacity of Nalcor**

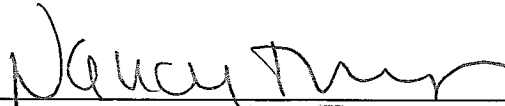
Nalcor is entering into this Agreement, and Emera NL acknowledges that Nalcor is entering into this Agreement, solely in its own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**ENL ISLAND LINK INCORPORATED**

By:   
Name: Rick Fudge  
Title: President

By:   
Name: Nancy Tower  
Title: Chief Executive Officer  
Emera Newfoundland and Labrador and  
ENL Island Link Incorporated

We have authority to bind the corporation.

**NALCOR ENERGY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.


**ENL ISLAND LINK INCORPORATED**

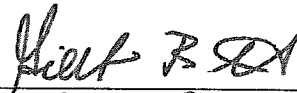
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**NALCOR ENERGY**

By:   
Name: *Derrick Sturge*  
Title: *VP, Finance & CFO*

By:   
Name: *Gilbert Bennett, P.Eng.*  
Title: *VP, LCP*

We have authority to bind the corporation.

**NALCOR PARENTAL GUARANTEE**

## NALCOR PARENTAL GUARANTEE

THIS AGREEMENT OF GUARANTEE ("Agreement" or "Guarantee") is made effective the 11<sup>th</sup> day of February, 2013.

### AMONG:

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("**Nalcor**" or "**Guarantor**")

- and -

**EMERA INC.**, a company incorporated under the laws of the Province of Nova Scotia ("**Emera**")

- and -

**ENL ISLAND LINK INCORPORATED**, a corporation incorporated under the laws of the Province of Newfoundland and Labrador ("**Emera NL**")

### WHEREAS:

- A. an agreement ("**LIL LP Agreement**") dated July 31, 2012 between Labrador-Island Link General Partner Corporation ("**Nalcor GP**"), as general partner, and Labrador-Island Link Holding Corporation, a corporation incorporated under the laws of the Province of Newfoundland and Labrador ("**NL**") ("**Nalcor LP**"), as limited partner, provided for the establishment and operation of the Labrador-Island Link Limited Partnership (the "**Partnership**");
- B. the Partnership was formed under the *Limited Partnership Act* (NL) by the filing of a certificate of limited partnership;
- C. Nalcor LP has entered into a subscription agreement ("**Nalcor LP Subscription Agreement**") with the Partnership setting out the terms and conditions under which it will acquire and pay for a limited partner interest in the Partnership;
- D. Emera, Nalcor, Nalcor LP, Nalcor GP and Emera NL have entered into an agreement, ("**NLDA**") dated July 31, 2012 which, among other things, confirms the manner in which Emera NL and Nalcor LP will act in relation to one another and each of Nalcor and Emera have agreed to provide their respective parental guarantees of the performance of their respective Wholly-Owned Subsidiaries which are or will be limited partners in the Partnership, and Nalcor has agreed to guarantee certain obligations of Nalcor GP;
- E. Nalcor GP is a Wholly-Owned Subsidiary of Nalcor;

- F. Nalcor LP is a Wholly-Owned Subsidiary of Nalcor; and
- G. Emera NL is a Wholly-Owned Subsidiary of Emera;

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

## **ARTICLE 1 GUARANTEE**

- 1.1 Capitalised terms not defined herein shall have the meaning set forth in the NLDA.
- 1.2 For valuable consideration, the Guarantor irrevocably, absolutely and unconditionally guarantees and covenants with and for the joint and several benefit of Emera and Emera NL (the "**Guarantee Beneficiaries**")
  - (a) that Nalcor GP as general partner of the Partnership will duly and punctually perform each and every obligation respecting the determination of Distributable Cash, the charging and collection of Rent as defined in the LIL Assets Agreement and the payment to Emera NL of Distributions which is imposed upon it; and
  - (b) that Nalcor LP will duly and punctually pay to each of the Guarantee Beneficiaries all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not and will duly and punctually perform each of the obligations at any time owing by Nalcor LP to each of the Guarantee Beneficiaries,

under the NLDA, the LIL LP Agreement, the Nalcor LP Subscription Agreement, the Nalcor LP Cross Default Indemnity Agreement and the NEFA (in each case as amended to the date hereof) (the "**Nalcor LP Documents**") in accordance with their respective terms (the "**Guaranteed Obligations**") as and when the same become due and payable or are to be performed according to the terms of the Nalcor LP Documents. This guarantee shall be an absolute, continuing, unconditional and irrevocable guarantee by the Guarantor of all the Guaranteed Obligations and constitutes a guarantee of payment and performance and not merely of collection.

- 1.3 A fresh cause of action shall be deemed to arise hereunder in respect of each default by Nalcor GP or Nalcor LP, as the case may be, under any of the Guaranteed Obligations. The Guarantor shall irrevocably, absolutely and unconditionally pay to the Guarantee Beneficiaries all such amounts as shall be required from time to time to ensure that they are each fully indemnified against and saved fully harmless from and against all losses, costs and expenses which either may at any time suffer or incur by reason of or otherwise in connection with (a) the unenforceability or invalidity of the Guaranteed Obligations or any failure by Nalcor GP or Nalcor LP, as the case may be, to duly and punctually pay in full the Guaranteed Obligations when due, (b) any loss of any right of either of the Guarantee Beneficiaries against Nalcor GP or Nalcor LP, as the case may be, in respect of the Guaranteed Obligations for any reason whatsoever, including by operation of any

general principles of equity and (c) any act or omission of either of the Guarantee Beneficiaries in connection with the enforcement of any of its rights against Nalcor GP or Nalcor LP, as the case may be.

- 1.4 The Guarantor hereby acknowledges that the terms of the Nalcor LP Documents have been communicated to it and consents to and approves of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by Nalcor GP or Nalcor LP, as the case may be, to each of the Guarantee Beneficiaries or any default in or omission from the Nalcor LP Documents or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security intended to be created by the Nalcor LP Documents or any other security documentation contemplated thereby.
- 1.5 The liability of the Guarantor under **Sections 1.2** and **1.3** hereof shall be absolute, irrevocable and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as a principal debtor and not as surety, and hereby expressly waives demand, presentment, protest and notice thereof and of default.

## ARTICLE 2 DEFAULT AND ENFORCEMENT

- 2.1 Upon the occurrence and during the continuation of a Nalcor Default including a failure by Nalcor GP or Nalcor LP, as the case may be, to make any payment under the Guaranteed Obligations or a failure to pay its proportionate share of any Cash Call as and when provided under the provisions of any of the Nalcor LP Documents (an “**Event of Default**”), the Guarantor shall forthwith on demand by either Guarantee Beneficiary pay, as directed by such Guarantee Beneficiary, the amount claimed in immediately available funds as directed by the Guarantee Beneficiary, or cause the Guaranteed Obligations claimed by the Guarantee Beneficiary to be performed. All payments due to the Guarantee Beneficiaries hereunder and all of the other covenants and agreements to be performed by the Guarantor hereunder, whether in respect of the Guaranteed Obligations or otherwise, shall be made or performed by the Guarantor without any reduction whatsoever, including, without limitation, any reduction resulting from any defence, right of action, right of set-off or compensation, right of recoupment or counterclaim of any nature whatsoever that Nalcor GP or Nalcor LP, as the case may be, or the Guarantor may have or have had at any time against either of the Guarantee Beneficiaries or any other Person whether with respect to this Agreement, the Nalcor LP Documents or otherwise.
- 2.2 All amounts payable by the Guarantor hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes, charges, fees, levies, duties or withholdings of any kind. If the Guarantor is obliged to deduct or withhold an amount in respect of any such taxes, charges, fees, levies, duties or withholdings, then in such event the Guarantor shall pay to the Guarantee Beneficiaries such additional amount as is necessary to ensure that they receive and retain (on an after-tax basis, after payment of any and all income or other taxes on such additional amounts) an amount equal to the



full amount otherwise payable hereunder, net of any such taxes, charges, fees, levies, duties or withholdings.

- 2.3 If upon the occurrence and during the continuation of an Event of Default, the Guarantor shall fail forthwith on demand to pay to either of the Guarantee Beneficiaries or to perform or cause to be performed the Guaranteed Obligations, either Guarantee Beneficiary may in its discretion proceed with the enforcement of its rights hereunder prior to, contemporaneously with or after any action taken under the Nalcor LP Documents or any security or other documents delivered by Nalcor GP or Nalcor LP, as the case may be, to either Guarantee Beneficiary. The Guarantor shall pay on demand all costs and expenses (including legal fees on a solicitor and own client basis) incurred by each Guarantee Beneficiary in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto. No exercise by any Guarantee Beneficiary of any of its rights hereunder or under any security delivered by Nalcor GP or Nalcor LP shall in any way limit the exercise of any rights or recourses by either Guarantee Beneficiary against the Guarantor or any subsidiary thereof under the Nalcor LP Documents or any other agreement in connection with any Event of Default by Nalcor GP or Nalcor LP, as the case may be (the “**Emera Rights**”).
- 2.4 All amounts payable by the Guarantor hereunder shall bear interest payable by the Guarantor from the date of demand for payment both before and after default and judgment at the rate applicable to the Guaranteed Obligations under the Nalcor LP Documents.
- 2.5 Any statement of account prepared by either Guarantee Beneficiary as regards the Guaranteed Obligations shall constitute *prima facie* evidence of the amount which, as at the date of the statement so prepared, is due by Nalcor GP or Nalcor LP, as the case may be, to either Guarantee Beneficiary and the Guarantor hereby acknowledges and agrees that, absent manifest error, it shall be bound by each such statement. Emera agrees to provide the Guarantor with the computations and calculations used by it to prepare each such statement of account promptly following a request therefor.
- 2.6 Neither Guarantee Beneficiary shall be bound to seek or exhaust its recourse or remedies against Nalcor GP or Nalcor LP, as the case may be, any other guarantor or any other Person nor to enforce, marshal or value any liens in its favour before being entitled to payment hereunder.
- 2.7 All sums paid to or recovered by either Guarantee Beneficiary pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other monies owing to either Guarantee Beneficiary under any of the Nalcor LP Documents in such order as such Guarantee Beneficiary in its sole discretion may determine.
- 2.8 Either Guarantee Beneficiary may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be

taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom or the enforcement by either Guarantee Beneficiary of any of the Emera Rights.

- 2.9 Any monies paid by or recovered from the Guarantor hereunder shall be deemed for all purposes to have been paid solely in discharge or partial discharge of the liability of the Guarantor hereunder to the extent only of the monies actually paid by or recovered from the Guarantor, but not in discharge of the liability of Nalcor GP or Nalcor LP, as the case may be, and in the event of any such payment by or recovery from Nalcor GP or Nalcor LP, as the case may be, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to either Guarantee Beneficiary unless or until each Guarantee Beneficiary has received in the aggregate indefeasible payment in full of the Guaranteed Obligations. Subject to the immediately preceding sentence, if the Guarantor receives money from Nalcor GP or Nalcor LP, as the case may be, in payment of any such debts and liabilities, the Guarantor will hold them in trust for, and will immediately pay such funds to, the Guarantee Beneficiaries without reducing the Guarantor's liability under this Guarantee.
- 2.10 The Guarantor further acknowledges and agrees that it shall not be subrogated to any right of either Guarantee Beneficiary until indefeasible payment in full of all the Guaranteed Obligations. Furthermore, in the event of any payment by or recovery from the Guarantor under the provisions hereof, the rights of the Guarantor shall in respect of such payment rank subsequent to and not *pari passu* with the rights of the Guarantee Beneficiaries.
- 2.11 Each payment to be made by the Guarantor hereunder in respect of its obligations hereunder shall be made without regard to any equities between or among any of Nalcor GP or Nalcor LP, as the case may be, the Guarantor, Emera and Emera NL and without set-off, counterclaim, reduction, recoupment, retention or diminution of any kind or nature (including as a result of any defence, right of action, right of set-off, recoupment, retention or counterclaim of any nature that Nalcor GP or Nalcor LP, as the case may be, or the Guarantor may have or have had against either Guarantee Beneficiary or any other Person).

### ARTICLE 3 ABSOLUTE LIABILITY

- 3.1 The obligations of the Guarantor under this Guarantee are absolute, irrevocable and unconditional and will not be diminished, limited, discharged or in any way affected by any one or more of the following events (whether or not the same shall have occurred or failed to occur once or more than once and, in the case of extensions of time for payment, observance or performance of obligations, whether such extensions or any of them are for periods longer than the respective periods then specified therefor and whether or not the Guarantor shall have received notice thereof or assented thereto):
- (a) any termination, invalidity, unenforceability or release by either Guarantee Beneficiary of any of its rights against Nalcor GP or Nalcor LP, as the case may be, or against any other Person or of any security (other than by reason of the indefeasible payment in full of the Guaranteed Obligations);

- (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to:
  - (i) the Nalcor LP Documents or any security or other documents delivered by Nalcor GP or Nalcor LP, as the case may be, to either Guarantee Beneficiary or to any credit extended by either Guarantee Beneficiary to Nalcor GP or Nalcor LP, as the case may be;
  - (ii) any agreement to any proposal or scheme of arrangement concerning the Guaranteed Obligations;
  - (iii) the granting of any extensions of time or any other indulgences or concessions to Nalcor GP or Nalcor LP, as the case may be, or any other Person;
  - (iv) the taking or giving up or release of any security;
  - (v) the abstaining from taking, perfecting, filing or registering any security;
  - (vi) allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise);
  - (vii) any neglect or omission by either of the Guarantee Beneficiaries in respect of, or in the course of, doing any of the above things;
- (c) accepting compositions from, compromises, arrangements or plans of reorganization or granting releases or discharges to, Nalcor GP or Nalcor LP, as the case may be, or any other Person, or any other dealing with Nalcor GP or Nalcor LP, as the case may be, or any other Person or with any security that either Guarantee Beneficiary considers appropriate;
- (d) any unenforceability or loss of or in respect of the Nalcor LP Documents or any security held from time to time by either Guarantee Beneficiary or both of them from Nalcor GP or Nalcor LP, as the case may be, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to either Guarantee Beneficiary's fault or any other reason;
- (e) any change in the financial condition of Nalcor GP or Nalcor LP, as the case may be, or that of the Guarantor or any other guarantor (including insolvency and bankruptcy);
- (f) any event, whether or not attributable to either Guarantee Beneficiary or both of them, that may be considered to have caused or accelerated the bankruptcy or insolvency of Nalcor GP or Nalcor LP, as the case may be, or the Guarantor, or to have resulted in the initiation of any such proceedings;

- (g) the filing by either Guarantee Beneficiary of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for Nalcor GP or Nalcor LP, as the case may be, or for all or substantially all of the assets of Nalcor GP or Nalcor LP, as the case may be;
- (h) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, Nalcor GP or Nalcor LP, as the case may be, or any other Person in respect of either the liability of Nalcor GP or Nalcor LP, as the case may be, under the Nalcor LP Documents or the Guarantor's liability under this Guarantee;
- (i) any amendment to the Nalcor LP Documents or any other security or agreements as between Nalcor GP or Nalcor LP, as the case may be, and either Guarantee Beneficiary;
- (j) any extension of the time for payment, observance or performance, or any other amendment or modification of any of the terms and conditions of the Guaranteed Obligations or the Nalcor LP Documents;
- (k) any composition or settlement (whether by way of release, acceptance of a plan of reorganization or otherwise) of the Guaranteed Obligations;
- (l) any failure to exercise, delay in the exercise of, exercise or waiver of, or forbearance or other indulgence with respect to any rights, remedies and/or recourses available to either Guarantee Beneficiary, including but not limited to:
  - (i) any exercise of or failure to exercise any right of set-off, counterclaim, reduction, recoupment or retention;
  - (ii) any election of rights, remedies and/or recourses effected by it;
  - (iii) any subordination by operation of Applicable Law, whether present or future, of any or all of the Guaranteed Obligations;
  - (iv) any election not or failure to protect or preserve any collateral or protect, perfect or continue the perfection of any lien upon any collateral now or hereafter securing any or all of the Guaranteed Obligations;
  - (v) any disallowance, invalidity, illegality, voidness or unenforceability of any or all liens securing any or all of the Guaranteed Obligations; or
  - (vi) any other act or failure to act which varies the risks of the Guarantor hereunder or, but for the provisions hereof, under the terms of any Applicable Law, would operate to reduce, limit or terminate the obligations of the Guarantor from any obligation hereunder.

3.2 The Guarantor hereby acknowledges and agrees that either Guarantee Beneficiary may at any time or from time to time, without the consent of, or notice to, the Guarantor:

- (a) change or extend the manner, place or terms of payment of, or renew, alter, compromise, suspend, waive, replace or novate all or any portion of, the Nalcor LP Documents, the Guaranteed Obligations and any security and guarantees therefor;
- (b) take any action under or in respect of, the Nalcor LP Documents or this Guarantee in the exercise of any remedy, power or privilege contained therein or available to it at law, equity or otherwise, or waive or refrain from exercising any such remedies, powers or privileges;
- (c) amend, restate, supplement, suspend, waive, compromise, extend, renew or replace, in whole or in part, any of the provisions of the Nalcor LP Documents;
- (d) grant time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to Nalcor GP or Nalcor LP, as the case may be, or any other Person;
- (e) extend or waive the time for performance of, or compliance with, any term, covenant or agreement to be performed or observed by Nalcor GP or Nalcor LP, as the case may be, under the Nalcor LP Documents, or waive such performance or compliance or consent to a failure of, or departure from, such performance or compliance;
- (f) release anyone who may be liable in any manner for the payment or performance of any of the Guaranteed Obligations by the Guarantor to either Guarantee Beneficiary;
- (g) modify or terminate the terms of any intercreditor or subordination agreement pursuant to which claims of other creditors of the Guarantor are subordinated to the claims of either Guarantee Beneficiary; or
- (h) apply any sums by whomever paid or however realized to any amounts owing by Nalcor GP or Nalcor LP, as the case may be, to either Guarantee Beneficiary in such manner as either Guarantee Beneficiary shall determine in its discretion,

and neither Guarantee Beneficiary shall incur any liability to the Guarantor as a result thereof, and no such action shall impair or release the Guaranteed Obligations of the Guarantor under this Guarantee.

3.3 The Guarantor hereby waives:

- (a) any requirement and any right to require that any power be exercised or any action be taken against Nalcor GP or Nalcor LP, as the case may be, or any other Person or any collateral for any of the Guaranteed Obligations;
- (b) any and all defences to and set-offs, counterclaims and claims of recoupment against any and all of the Guaranteed Obligations that may at any time be available to Nalcor GP or Nalcor LP, as the case may be, or any other Person;

- (c) any notice of acceptance of the incurrence or renewal of any Guaranteed Obligations;
  - (d) all notices which may be required by Applicable Law to preserve any rights against the Guarantor hereunder including, but not limited to, any notice of default, demand, dishonour, presentment and protest;
  - (e) any failure or alleged failure by either Guarantee Beneficiary to act with diligence or at all in the enforcement of its rights in respect of the Guaranteed Obligations or any of them;
  - (f) any defence based upon, arising out of or in any way related to (i) any claim that any election of remedies by either Guarantee Beneficiary impaired, reduced, released or extinguished any rights that the Guarantor might otherwise have had against Nalcor GP or Nalcor LP, as the case may be, or any other Person; and (ii) any claim that the Guaranteed Obligations should be strictly construed against either Guarantee Beneficiary; and
  - (g) any and all other defences related to the Guaranteed Obligations save and except for the receipt by each of the Guarantee Beneficiaries of the full, final and definitive amount of its claim against Nalcor GP or Nalcor LP, as the case may be, with respect to the Guaranteed Obligations.
- 3.4 No settlement or discharge of the Guaranteed Obligations shall be effective if any payment by the Guarantor in respect thereof is avoided or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, liquidation, fraudulent conveyances, assignments and preferences or similar laws of general application from time to time, and if such payment is so avoided or reduced, either Guarantee Beneficiary shall be entitled to recover the amount of such payment as if such settlement or discharge had not occurred.
- 3.5 This Guarantee shall be in addition to and without prejudice to any other security by whomsoever given, held at any time by either Guarantee Beneficiary. Neither Guarantee Beneficiary shall be under any obligation to marshal any such security or any of the funds or assets it may be entitled to receive or have a claim upon.
- 3.6 The Guaranteed Obligations shall be deemed not to have been paid, observed or performed, and the liability of the Guarantor hereunder in respect thereof shall continue and not be discharged, to the extent that any payment, observance or performance thereof by Nalcor GP or Nalcor LP, as the case may be, or any other guarantor, or out of the proceeds of any collateral (collectively referred to herein as the **"Disgorged Amount"**), is recovered from or reimbursed by or for the account of either Guarantee Beneficiary for any reason, including, but not limited to, a preference or fraudulent transfer or by virtue of any subordination (whether present or future or contractual or otherwise) of the Guaranteed Obligations, whether such recovery or payment over is effected by any judgment, decree or order of any court or Authorized Authority, by any plan of reorganization or by settlement or compromise by either Guarantee Beneficiary (whether or not consented to by Nalcor GP

or Nalcor LP, as the case may be, the Guarantor or any other guarantor) of any claim for any such recovery or payment over. The Guarantor hereby expressly waives the benefit of any Applicable Law of limitations and agrees that it shall be liable hereunder whenever such a recovery or payment ever occurs.

- 3.7 This Guarantee shall continue in full force and effect until the indefeasible payment, observance and performance in full of the Guaranteed Obligations, provided however that where at any time either Guarantee Beneficiary is required to pay over any Disgorged Amount or pursuant to **Section 3.4**, either Guarantee Beneficiary shall be permitted to make a claim therefor under the provisions of **Section 3.4** or **3.6**, as applicable.
- 3.8 The Guarantor agrees that each of the waivers, renunciations, declarations and authorizations set forth in this Guarantee is made with full knowledge of its significance and consequences and if any of such waivers, renunciations, declarations and authorizations is determined to be contrary to any Applicable Law or public policy, such waivers, renunciations, declarations and authorizations shall be effective only to the maximum extent permitted by Applicable Law.
- 3.9 After all Guaranteed Obligations have indefeasibly been paid in full, subject to the provisions of **Sections 3.4, 3.6** and **3.7**, this Guarantee shall cease and become null and void and each Guarantee Beneficiary shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

**ARTICLE 4  
MISCELLANEOUS**

- 4.1 Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To the Guarantor:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL A1B 0C9  
Attention: Chief Executive Officer  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL A1B 0C9  
Attention: Corporate Secretary

Fax: (709) 737-1782

To Emera:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS B3J 3S8  
Attention: Corporate Secretary  
Fax: 902-428-6112

with a copy to:

ENL Island Link Incorporated  
9 Austin Street  
St. John's, NL A1B 4C1  
Attention: President  
Fax: 709-722-2083

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission and confirmed by a copy immediately sent by courier, shall be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

- 4.2 No failure on the part of either Guarantee Beneficiary to exercise, and no delay in exercising, any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy under this Guarantee preclude any other or further exercise thereof or the exercise of any other right or remedy, nor shall any waiver of one provision be deemed to constitute a waiver of any other provision. No waiver of any of the provisions of this Guarantee by either Guarantee Beneficiary shall be effective unless it is in writing duly executed by that Guarantee Beneficiary.
- 4.3 This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
- 4.4 If for the purpose of obtaining or enforcing judgment in any court or for any other purpose hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applied shall be the noon mid-market spot rate quoted by the Bank of Canada for conversion of the Original Currency into the Second Currency on the Business Day on which judgment is given or the amount is due, as the case may be.



- 4.5 The Guarantor agrees that its obligations in respect of any amounts due from it to either Guarantee Beneficiary in the Original Currency hereunder, notwithstanding any payment or tender, including pursuant to any judgment expressed or payment made in the Second Currency, shall be discharged only to the extent that, on the Business Day following receipt of any sums so paid in the Second Currency, either Guarantee Beneficiary may purchase in the Canadian money market or the Canadian foreign exchange market, as the case may be, the Original Currency with the amount of the Second Currency so paid; and, if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, the Guarantor agrees as a separate and independent obligation and notwithstanding any such payment or judgment to indemnify each Guarantee Beneficiary against such loss and, if the amount of the Original Currency so purchased is greater than the amount originally due in the Original Currency, either Guarantee Beneficiary, notwithstanding any such payment or judgment, shall remit to the Guarantor, on demand, any such excess. The obligation provided for in this **Section 4.6** shall not be affected by or merged with any judgment obtained under this Guarantee.
- 4.6 The rights of the Guarantor hereunder are declared to be purely personal and may therefore not be assigned or transferred, nor can the Guarantor assign or transfer any of its obligations, any such assignment being null and void insofar the Guarantee Beneficiaries is concerned.
- 4.7 The Guarantor hereby acknowledges that it has received and taken cognizance of an original executed copy of the Nalcor LP Documents and is familiar with the provisions thereof.
- 4.8 Any provision of this Guarantee that is found to be void or unenforceable by a court of competent jurisdiction shall be ineffective without invalidating the remaining provisions of this Guarantee.
- 4.9 This Guarantee shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. The Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.
- 4.10 Nalcor is entering into this Guarantee, and Emera and Emera NL acknowledge that Nalcor is entering into this Guarantee, solely in its own right and not on behalf of or as agent of the NL Crown.

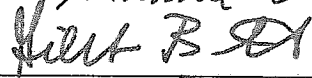
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Guarantor and the Guarantee Beneficiaries have executed this Guarantee as of the date first above written.

**NALCOR ENERGY**

By: 

Name: Derrick Stone  
Title: VP, Finance & CFO

By: 

Name: Gilbert Bennett, P.Eng.  
Title: VP-LCP

We have authority to bind the corporation.

**EMERA INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the company.

**ENL ISLAND LINK INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF the Guarantor and the Guarantee Beneficiaries have executed this Guarantee as of the date first above written.

**NALCOR ENERGY**


By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

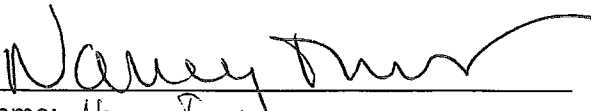
**EMERA INC.**

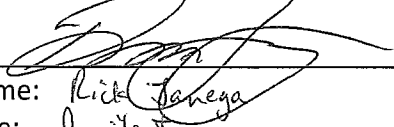
By:   
Name: **Nancy Tower**  
Title: **EVP, Business Development**

By:   
Name: **STEPHEN D. AFTANAS**  
Title: **CORPORATE SECRETARY**

We have authority to bind the company.

**ENL ISLAND LINK INCORPORATED**

By:   
Name: *Nancy Tower*  
Title: *Chief Executive Officer*

By:   
Name: *Rick Janega*  
Title: *President*

We have authority to bind the corporation.

**NALCOR LP CROSS DEFAULT INDEMNITY AGREEMENT**

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## NALCOR LP CROSS DEFAULT INDEMNITY AGREEMENT

THIS NALCOR LP CROSS DEFAULT INDEMNITY AGREEMENT is made effective the 11<sup>th</sup> day of February, 2013 (the "Effective Date").

### BETWEEN:

LABRADOR-ISLAND LINK HOLDING CORPORATION, a Newfoundland and Labrador corporation ("Nalcor LP")

- and -

EMERA INC., a company incorporated under the laws of the Province of Nova Scotia ("Emera")

### WHEREAS:

A. Nalcor LP is a Wholly-Owned Subsidiary of Nalcor Energy, a body corporate existing pursuant to the *Energy Corporation Act* being Chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007* ("Nalcor"), and has agreed to indemnify Emera in certain circumstances on the terms and conditions set out in this Agreement; and

B. this Agreement is executed as of the date of Emera's receipt of Notice from Nalcor that it has Sanctioned the LIL;

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, including the recitals and, subject to **Section 1.2(g)**, in the Appendices, capitalized terms which are defined in the NLDA and are not otherwise defined herein have the meanings ascribed thereto in the NLDA when used in this Agreement, and the following terms shall have the meanings set forth below:

"**Agreement**" means this agreement, including all Appendices, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

"**Deficiency**" has the meaning set forth in **Section 3.2(b)**;

"**Deficiency Notice**" has the meaning set forth in **Section 3.2(b)**;

"**Dispute Resolution Procedure**" has the meaning set forth in **Section 8.1**;

"**Effective Date**" has the meaning set forth in the commencement of this Agreement;

“**Emera Rights**” has the meaning set forth in **Section 7.2(a)**;

“**Indemnity Amount**” has the meaning set forth in **Section 2.1**;

“**Loss Notice**” has the meaning set forth in **Section 3.1**;

“**Nalcor**” has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors;

“**Nalcor Cross-Default**” has the meaning set forth in **Section 2.1**;

“**Nalcor LP Rights**” has the meaning set forth in **Section 7.1(a)**;

“**Newfoundland and Labrador Development Agreement**” or “**NLDA**” means the agreement between Nalcor, Emera and other parties relating, among other things, to the development of the Labrador-Island Link;

“**Notice**” means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 10.1**;

“**Parties**” means the parties to this Agreement, and “**Party**” means one of them; and

“**Term**” has the meaning set forth in **Section 4.1**.

## **1.2**                    **Construction of Agreement**

- (a) Interpretation Not Affected by Headings, etc. - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an “**Article**”, “**Section**” or “**Appendix**” followed by a number and/or a letter refer to the specified article, section or appendix of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document, other than a Formal Agreement, shall be, unless otherwise stated herein, a reference to that agreement, instrument or other document as it stood on the Effective Date. All references to a Formal Agreement shall be a reference to that Formal Agreement as modified, amended, supplemented and restated from time to time.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.



- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Currency - Unless otherwise indicated, all dollar amounts referred to in this Agreement (including the Appendices) are in lawful money of Canada.
- (e) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (f) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (g) Terms Defined in Appendices - Terms defined in an Appendix or part of an Appendix to this Agreement shall, unless otherwise specified in such Appendix or part of an Appendix or elsewhere in this Agreement, have the meaning ascribed thereto only in such Appendix or such part of such Appendix.
- (h) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (i) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (j) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Conflicts between Parts of Agreement**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of an Appendix or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

**1.4 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of NL and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 8**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

**ARTICLE 2  
INDEMNIFICATION**

**2.1 Indemnity in Certain Events**

In the event Nalcor or an Affiliate of Nalcor is in default of any of its obligations under:

- (a) the NLDA;
- (b) the LIL LP Agreement;
- (c) the NEFA;
- (d) the New Brunswick Transmission Utilization Agreement; or
- (e) the MEPCO Transmission Rights Agreement,

and has not cured such default within the time period provided for therein (any of which are hereinafter referred to as a "**Nalcor Cross-Default**") Nalcor LP shall and hereby agrees, subject to **Section 2.2**, to indemnify Emera in an amount ("**Indemnity Amount**") equal to the Losses sustained by Emera, or an Affiliate of Emera, as applicable, arising out of or in connection with the Nalcor Cross-Default.

**2.2 Dispute Resolution to Determine Indemnity Amount**

If Nalcor or an Affiliate of Nalcor is contesting the Nalcor Cross-Default or the Losses arising therefrom pursuant to the dispute resolution procedure under the NLDA, the LIL LP Agreement, the NEFA, the New Brunswick Transmission Utilization Agreement or the MEPCO Transmission Rights Agreement, as applicable, the Indemnity Amount shall be as determined pursuant to such dispute resolution procedure.

**ARTICLE 3**  
**DISTRIBUTIONS TO SATISFY INDEMNITY AMOUNT**

**3.1**            **Notice**

As soon as possible after the Indemnity Amount is finally determined pursuant to **Article 2**, Emera shall give Notice (a “**Loss Notice**”) to Nalcor LP of the Indemnity Amount. Loss Notices for continuing Nalcor Cross-Defaults which are not the subject of dispute resolution may be issued in such frequency and covering such time period as Emera so chooses until the Losses incurred by Emera or an Affiliate of Emera arising out of or in connection with the Nalcor Cross-Default have been satisfied in full.

**3.2**            **Payment**

- (a) Nalcor LP shall, on or before the 30th day after receiving the Loss Notice, pay to Emera an amount equal to the amount referred to in the Loss Notice.
- (b) If, for any reason, Nalcor LP does not pay to Emera an amount equal to the amount referred to in the Loss Notice, Emera shall be entitled to give Notice (“**Deficiency Notice**”) of such failure to the General Partner, specifying the portion of the Indemnity Amount remaining unpaid (“**Deficiency**”). The General Partner shall promptly acknowledge receipt thereof and thereafter the General Partner shall pay the full amount of Distributions otherwise becoming payable to Nalcor LP to Emera until such Deficiency has been paid in full together with interest thereon at the Prime Rate plus 3%.
- (c) If a Deficiency Notice has been given and Nalcor LP or Nalcor subsequently pays an amount to Emera in reduction of the Deficiency, Emera shall so advise the General Partner and the payments provided for in **Section 3.2(b)** shall be adjusted accordingly.
- (d) When Emera or an Affiliate of Emera has received the full amount of the Indemnity Amount together, if applicable, with interest thereon calculated at the Prime Rate plus 3%, Emera shall issue a receipt therefor and send a copy to Nalcor LP, and if a Deficiency Notice has been issued, to the General Partner.

**3.3**            **Security Interest**

For the avoidance of doubt, the rights of Emera under this **Article 3** are a security interest within the meaning of the *Personal Property Security Act (NL)* in the Distributions referred to in this **Article 3**. The security interest granted by Nalcor LP shall in all respects be subject and subordinate to Nalcor LP’s Financing Pledge and Guarantee.

**ARTICLE 4**  
**TERM AND TERMINATION**

**4.1**            **Term**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and terminate in accordance with **Section 4.2**.

**4.2**            **Termination**

This Agreement shall terminate on the earliest to occur of any of the following events:

- (a) the expiry of the Service Life;
- (b) written agreement of the Parties to terminate; and
- (c) termination of the NLDA.

**4.3**            **Effect of Termination**

(a) **Obligations on Termination** - When this Agreement terminates:

- (i) each Party shall promptly return to the other Party all Confidential Information of the other Party in the possession of such Party, and destroy any internal documents to the extent that they contain any Confidential Information of the other Party (except such internal documents as are reasonably required for the maintenance of proper corporate records and to comply with Applicable Law and for the purposes of the resolution of any Dispute, which shall continue to be held in accordance with the provisions of **Section 6.1**); and
- (ii) neither Party shall have any obligation to the other Party in relation to this Agreement or the termination hereof, except as set out in this **Section 4.3**.

(b) **Survival** - Notwithstanding the termination of this Agreement, the Parties shall be bound by the terms of this Agreement in respect of:

- (i) the final settlement of all accounts between the Parties;
- (ii) the readjustment of any accounts as a result of the settlement of insurance claims or third party claims after the date of termination;
- (iii) any rights, liabilities and obligations arising or accruing under the terms of this Agreement prior to the date of termination or which are expressly stated to survive the termination of this Agreement; and
- (iv) any other obligations that survive pursuant to **Section 10.13**.

**ARTICLE 5  
LIMITATION OF DAMAGES**

**5.1 No Consequential Loss**

Notwithstanding any other provision of this Agreement, in no event shall Nalcor LP or any other member of the Nalcor Group be liable to Emera or any other member of the Emera Group, nor shall Emera or any member of the Emera Group be liable to Nalcor LP or any member of the Nalcor Group, for a decline in market capitalization, increased cost of capital or borrowing, or for any consequential, incidental, indirect or punitive damages, for any reason with respect to any matter arising out of or relating to this Agreement. For the purpose of this **Section 5.1**, lost revenues or profits in relation to the purchase or sale of Energy or Capacity shall not be considered to be consequential, incidental or indirect damages, provided however that a Party must still establish such lost revenues or profits in accordance with Applicable Law.

**ARTICLE 6  
CONFIDENTIALITY**

**6.1 Incorporation of Project NDA**

The Parties agree that the Project NDA is incorporated in this Agreement by reference and applies to all Confidential Information disclosed by either Party to the other under or in connection with this Agreement, the Party disclosing Confidential Information being a Disclosing Party as defined in the Project NDA, and the Party receiving Confidential Information being a Recipient Party as defined in the Project NDA.

**6.2 Disclosure of Agreement**

Each Party hereby agrees to the other Party making this Agreement public at any time and from time to time after the Effective Date.

**ARTICLE 7  
ASSIGNMENT AND CHANGE OF CONTROL**

**7.1 Nalcor LP Assignment Rights**

- (a) General - After, but not before, First Commercial Power of the LIL Nalcor LP shall be entitled to assign all or any portion of its interest in this Agreement or any Claim (collectively, the "**Nalcor LP Rights**") to any Person which has become the owner of the whole or any part of the Partnership Interest of Nalcor LP in accordance with the provisions of the NLDA and the LIL LP Agreement.
- (b) Agreement to be Bound - No assignment may be made of all or any portion of the Nalcor LP Rights unless Nalcor LP or the assignor thereof obtains the written agreement of all Persons party to the assignment confirming that the transferee thereof shall, from and after the date of the assignment, be bound by the provisions of this Agreement, the assigned Nalcor LP Rights and all such rights and obligations

as if such transferee was Nalcor LP, and shall assume all liabilities for, and in due and proper manner, pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of Nalcor LP or the assignor thereof under this Agreement arising on and in respect of matters occurring after the effective date of the assignment.

- (c) Continuing Obligations - Notwithstanding **Section 7.1(b)**, Nalcor LP expressly acknowledges and agrees that it remains liable to Emera as a primary obligor under this Agreement to observe and perform all of the conditions and obligations in this Agreement which Nalcor LP, and as of the effective date of the assignment, the transferee thereof, are bound to observe and perform.
- (d) Non-Permitted Assignment - Any assignment in contravention of this **Section 7.1** will be null and void.

## **7.2 Emera Assignment Rights**

- (a) General - After, but not before, First Commercial Power of the LIL Emera shall be entitled to assign all or any portion of its interest in this Agreement or any Claim (collectively, the “**Emera Rights**”) to any Person which has become the owner of the whole or any part of the Partnership Interest of Emera NL in accordance with the provisions of the NLDA and the LIL LP Agreement.
- (b) Agreement to be Bound - No assignment may be made of all or any portion of the Emera Rights unless Emera or the assignor thereof obtains the written agreement of all Persons party to the assignment confirming that the transferee thereof shall, from and after the date of the assignment, be bound by the provisions of this Agreement, the assigned Emera Rights and all such rights and obligations as if such transferee was Emera, and shall assume all liabilities for, and in due and proper manner, pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of Emera or the assignor thereof under this Agreement arising on and in respect of matters occurring after the effective date of the assignment.
- (c) Continuing Obligations - Notwithstanding **Section 7.2(b)**, Emera expressly acknowledges and agrees that it remains liable to Nalcor LP as a primary obligor under this Agreement to observe and perform all of the conditions and obligations in this Agreement which Emera, and as of the effective date of the assignment, the transferee thereof, are bound to observe and perform.
- (d) Non-Permitted Assignment - Any assignment in contravention of this **Section 7.2** will be null and void.

## ARTICLE 8 DISPUTE RESOLUTION

### 8.1 General

- (a) Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 7 to the NLDA (the “**Dispute Resolution Procedure**”).
- (b) Performance to Continue - Each Party shall continue to perform all of its obligations under this Agreement during any negotiations or dispute resolution proceedings pursuant to this **Article 8**, without prejudice to either Party’s rights pursuant to this Agreement.

## ARTICLE 9 REPRESENTATIONS AND WARRANTIES

### 9.1 Nalcor LP Representations and Warranties

Nalcor LP represents and warrants to Emera that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on the part of Nalcor LP and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) except as disclosed by it to Emera on or before the Effective Date, there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party’s lawful execution, delivery and performance of this Agreement, except for (i) such consents,

approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement and (iii) the Regulatory Approvals; and

- (g) it does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

## 9.2 Emera Representations and Warranties

Emera represents and warrants to Nalcor LP that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on the part of Emera and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement and (iii) the Regulatory Approvals; and



- (g) it does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

**ARTICLE 10  
MISCELLANEOUS PROVISIONS**

**10.1        Notices**

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Nalcor LP:

Labrador-Island Link Holding Corporation  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Chief Executive Officer  
Fax: (709) 737-1782

with a copy to:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

To Emera:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

with a copy to:

ENL Island Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission and confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt; provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Either Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Party.

#### **10.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

#### **10.3 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

#### **10.4 Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

#### **10.5 Announcements**

No announcement with respect to this Agreement shall be made by either Party without the prior approval of the other Party. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with

the other Party before making any such announcement and gives due consideration to the views of the other Party with respect thereto. Both Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**10.6 Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship between them. Except as expressly provided herein, neither this Agreement nor any other agreement or arrangement between the Parties shall be construed or considered as creating any such partnership, joint venture, association, trust or fiduciary relationship, or as constituting either Party as the agent or legal representative of the other Party for any purpose nor to permit either Party to enter into agreements or incur any obligations for or on behalf of the other Party.

**10.7 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**10.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**10.9 Time of the Essence**

Time shall be of the essence.

**10.10 Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by both Parties.

**10.11 No Waiver**

Any failure or delay of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not

otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

**10.12 No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**10.13 Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, warranties, guarantees, releases and indemnities, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**10.14 Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (a) any proceedings under the Dispute Resolution Procedure; (b) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (c) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**10.15 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

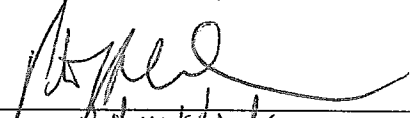
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**LABRADOR-ISLAND LINK HOLDING CORPORATION**

By: 

Name: Derrick Stuge  
Title: President & CEO

By: 

Name: Peter Wickman  
Title: Corporate Secretary

We have authority to bind the corporation.

**EMERA INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

We have authority to bind the company.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**LABRADOR-ISLAND LINK HOLDING CORPORATION**


By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**EMERA INC.**

By:   
Name: **Nancy Tower**  
Title: **EVP, Business Development**

By:   
Name:  
Title: **STEPHEN D. AFTANAS  
CORPORATE SECRETARY**

We have authority to bind the company.

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PRE-FCP PLEDGE

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**PRE-FCP PLEDGE AGREEMENT**

**THIS PRE-FCP PLEDGE AGREEMENT** is made effective the 11<sup>th</sup> day of February, 2013 (the "Effective Date")

**B E T W E E N:**

**ENL ISLAND LINK INCORPORATED**, a Newfoundland and Labrador corporation ("Emera NL")

- and -

---

**NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act* being Chapter E-11.01 of the *Statutes of Newfoundland and Labrador, 2007*, solely in its own right and not as agent of the NL Crown ("Nalcor")

- and -

**LABRADOR-ISLAND LINK HOLDING CORPORATION**, a Newfoundland and Labrador corporation ("Nalcor LP")

**WHEREAS:**

- A. Emera NL has agreed to pledge its Partnership Interest in favour of Nalcor and Nalcor LP; and
- B. this Agreement is executed as of the date of Emera's receipt of Notice from Nalcor that it has Sanctioned the LIL;

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained the Parties, intending to be legally bound, agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement, including the recitals and, subject to **Section 1.2(g)**, in the Appendices, capitalized terms which are defined in the NLDA and are not otherwise defined herein have the meanings ascribed thereto in the NLDA when used in this Agreement, and the following terms shall have the meanings set forth below:

**"Agreement"** means this agreement, including all Appendices, as it may be modified, amended, supplemented or restated by written agreement among the Parties;

**"Collateral"** means the Partnership Interest of Emera NL together with all certificates and instruments evidencing or representing the Partnership Interest of Emera NL from time to time, all rights and interests of Emera NL in respect thereof and evidenced thereby,

including all Distributions and monies received from time to time by Emera NL in connection with the sale or other disposition of its Partnership Interest, all cash, securities and proceeds of the foregoing and all other property that may at any time be received or receivable by or otherwise distributed to Emera NL in respect of, or in substitution for, or in exchange for, any of the foregoing;

**“Dispute”** means any dispute, controversy or claim of any kind whatsoever arising out of or relating to this Agreement, including the interpretation of the terms hereof or any Applicable Law that affects this Agreement, or the transactions contemplated hereunder, or the breach, termination or validity thereof;

~~**“Dispute Resolution Procedure”** has the meaning set forth in Section 8.1;~~

**“Effective Date”** has the meaning set forth in the commencement of this Agreement;

**“Emera”** means Emera Inc., a company incorporated under the laws of the Province of NS, and includes Emera’s successors;

**“Emera NL Default”** has the meaning set forth in Section 4.1;

**“Emera NL Rights”** has the meaning set forth in Section 7.2(a);

**“Nalcor”** has the meaning set forth in the preamble to this Agreement and includes Nalcor’s successors and permitted assigns;

**“Newfoundland and Labrador Development Agreement”** or **“NLDA”** means the agreement between Nalcor, Emera and other parties relating to, among other things, the development of the Labrador-Island Link;

**“Nalcor Rights”** has the meaning set forth in Section 7.1(a);

**“Parties”** means the parties to this Agreement, and **“Party”** means one of them;

**“Pledged Units”** means the Class B Limited Units of Emera NL in the Partnership;

**“PPSA”** means the *Personal Property Security Act* (Newfoundland and Labrador);

**“STA”** means the *Securities Transfer Act* (Newfoundland and Labrador);

**“Secured Obligations”** means, collectively, the debts and obligations of Emera arising prior to First Commercial Power of the LIL under this Agreement and the NLDA, and the debts and obligations of Emera NL arising prior to First Commercial Power of the LIL under this Agreement, the NLDA, the Emera NL Subscription Agreement and the LIL LP Agreement; and

**“Term”** has the meaning set forth in Section 3.1.

## 1.2 Construction of Agreement

- (a) Interpretation Not Affected by Headings, etc - The division of this Agreement into articles, sections and other subdivisions, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to an “**Article**”, “**Section**” or “**Appendix**” followed by a number and/or a letter refer to the specified article, section or appendix of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article or Section hereof. All references to a given agreement, instrument or other document, other than a Formal Agreement, shall be, unless otherwise stated herein, a reference to that agreement, instrument or other document as it stood on the Effective Date. All references to a Formal Agreement shall be reference to that Formal Agreement as modified, amended, supplemented and restated from time to time.
- (b) Singular/Plural; Derivatives - Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term has a corresponding meaning unless the context otherwise requires.
- (c) “Including” - The word “including”, when used in this Agreement, means “including without limitation”.
- (d) Currency - Unless otherwise indicated, all dollar amounts referred to in this Agreement (including the Appendices) are in lawful money of Canada.
- (e) Trade Meanings - Terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom, usage and literature of the electricity industry in Canada as of the date of this Agreement, shall have such generally accepted meanings when used in this Agreement, unless otherwise specified elsewhere in this Agreement.
- (f) Statutory References - Any reference in this Agreement to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.
- (g) Terms Defined in Appendices - Terms defined in an Appendix or part of an Appendix to this Agreement shall, unless otherwise specified in such Appendix or part of an

- (h) Calculation of Time - Where, in this Agreement, a period of time is specified or calculated from or after a date or event, such period is to be calculated excluding such date or the date on which such event occurs, as the case may be, and including the date on which the period ends.
- (i) Time Falling on Non-Business Day - Whenever the time for doing something under this Agreement falls on a day that is not a Business Day such action is to be taken on the first following Business Day.
- (j) No Drafting Presumption - The Parties acknowledge that their respective legal advisors have reviewed and participated in settling the terms of this Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

### **1.3 Conflicts between Parts of Agreement**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of an Appendix or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

### **1.4 Applicable Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of NL and the Federal laws of Canada applicable therein, but excluding all choice-of-law provisions. Subject to **Article 8**, the Parties irrevocably consent and submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to all matters relating to this Agreement, subject to any right of appeal to the Supreme Court of Canada. Each Party waives any objection that it may now or hereafter have to the determination of venue of any proceeding in such courts relating to this Agreement or that it may now or hereafter have that such courts are an inconvenient forum.

### **1.5 Appendices**

The following are the Appendices attached to and incorporated by reference in this Agreement, which are deemed to be part hereof:

Appendix A - Pledged Units

## **ARTICLE 2 SECURITY INTEREST AND COVENANTS OF EMERA**

### **2.1 Security Interest**

- (a) Grant of Security Interest - As general and continuing collateral security for the payment and performance of the Secured Obligations (including the payment of any such Secured Obligations that would become due but for any automatic stay under the provisions of the *Bankruptcy and Insolvency Act* (Canada) or any analogous provisions of any other Applicable Law) Emera NL hereby assigns and pledges to and

in favour of Nalcor and Nalcor LP, and grants to Nalcor and Nalcor LP, a continuing security interest in the Collateral.

- (b) Delivery of Pledged Units - The certificates representing the Pledged Units duly endorsed by Emera NL in blank for transfer or accompanied by stock powers of attorney satisfactory to Nalcor, and all other materials as may be reasonably required from time to time to provide Nalcor with control over all Pledged Units in the manner provided under the STA, will forthwith be delivered to and remain in the custody of Nalcor or its nominee. If the constating documents of Emera NL restrict the transfer of the securities held by or owned by Emera NL, Emera NL will also deliver to Nalcor a certified copy of a resolution of the directors or shareholders of Emera NL consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the Collateral upon a realization on the security constituted hereby in accordance with this Agreement.
- (c) Attachment; No Obligation to Advance - Emera NL confirms that value has been given by Nalcor, that Emera NL has rights in the Collateral (other than after-acquired property) existing at the date of this Agreement, as the case may be, and that Emera NL, Nalcor and Nalcor LP have not agreed to postpone the time for attachment of the security interest created by this Agreement to any of the Collateral. The security interest in respect of the Collateral created by this Agreement will have effect and be deemed to be effective whether or not the Secured Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement.
- (d) Voting Rights - Unless an Emera NL Default has occurred and is continuing, Emera NL will be entitled to exercise all voting power from time to time exercisable in respect of the Pledged Units and give consents, waivers and ratifications in respect thereof; provided however, that no vote will be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of Nalcor or Nalcor LP, have the effect of reducing the value of the Partnership Interest of Emera NL, or would impose any restriction on the transferability of any of the Partnership Interest of Emera NL. Immediately upon the occurrence and during the continuance of any Emera NL Default, all such rights of Emera NL to vote and give consents, waivers and ratifications will cease and Nalcor or Nalcor LP will be entitled to exercise all such voting rights and to give all consents, waivers and ratifications.
- (e) Distributions - Unless an Emera NL Default has occurred and is continuing, Emera NL will be entitled to receive and avail of any and all Distributions and to avail of all benefits and entitlements of and from the Collateral which it is otherwise entitled to receive pursuant to the provisions of the NLDA. If an Emera NL Default has occurred and is continuing, all rights of Emera NL pursuant to this **Section 2.1(e)** will cease and Nalcor and Nalcor LP will have the sole and exclusive right and authority to receive and retain the Distributions. Any Distributions paid over to Nalcor or Nalcor LP pursuant to the provisions of this **Section 2.1(e)** will be retained by Nalcor and Nalcor LP as additional Collateral and be applied to satisfy the Emera NL Default.

**2.2 Covenants of Emera NL** - Emera NL covenants and agrees with Nalcor and Nalcor LP as follows:

- (a) Further Documentation - Emera NL will from time to time, at its expense, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as Nalcor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the security interest created by this Agreement). Emera NL acknowledges that this Agreement has been prepared based on the existing laws in NL and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation to preserve and comply with the intent of this Agreement. Accordingly, Emera NL agrees that Nalcor and Nalcor LP will have the right to require that this Agreement be amended, supplemented or replaced, and that Emera NL will immediately on request by Nalcor or Nalcor LP authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions as a result of any changes in such laws, or (iii) if Emera NL merges, amalgamates or consolidates with any other Person or enters into any corporate reorganization, in each case in order to confer on Nalcor and Nalcor LP, security interests similar to, and having the same effect as, the security interest granted by Emera NL under this Agreement.
- (b) Payment of Expenses; Indemnification - Upon the occurrence of an Emera NL Default, Emera NL will pay on demand, and will indemnify and save Nalcor and Nalcor LP harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and his or her own client basis and any Taxes payable to any Authorized Authority with respect to any such liabilities, costs and expenses) (i) incurred by Nalcor or Nalcor LP in the administration or enforcement of this Agreement, or (ii) incurred by Nalcor or Nalcor LP in performing or observing any of the other covenants of Emera NL under this Agreement.
- (c) Pledged Unit Securities - Emera NL shall deliver to Nalcor or its nominee such powers of attorney and other materials as may be reasonably required from time to time to provide Nalcor or its nominee with control over all Pledged Units in the manner provided under the STA.
- (d) Pledged Unit Entitlements - Emera NL shall deliver to Nalcor or its nominee such documents, agreements and other materials as may be reasonably required from time to time to provide Nalcor or its nominee with control over all Distributions in the manner provided under the STA.

**ARTICLE 3**  
**TERM AND TERMINATION**

**3.1**            **Term**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and terminate in accordance with **Section 3.2**.

**3.2**            **Termination**

This Agreement shall terminate on the earliest to occur of any of the following events:

- (a) First Commercial Power of the LIL;
- (b) written agreement of the Parties to terminate; and
- (c) termination of the NLDA.

**3.3**            **Effect of Termination**

- (a) **Obligations on Termination** - When this Agreement terminates:
  - (i) each Party shall promptly return to the other Parties all Confidential Information of the other Parties in the possession of such Party, and destroy any internal documents to the extent that they contain any Confidential Information of the other Parties (except such internal documents as are reasonably required for the maintenance of proper corporate records and to comply with Applicable Law and for the purposes of the resolution of any Dispute, which shall continue to be held in accordance with the provisions of **Section 6.1**; and
  - (ii) no Party shall have any obligation to the other Parties in relation to this Agreement or the termination thereof, except as set out in this **Section 3.3**.
- (b) **Survival** - Notwithstanding the termination of this Agreement, the Parties shall be bound by the terms of this Agreement in respect of:
  - (i) the final settlement of all accounts between the Parties;
  - (ii) the readjustment of any accounts as a result of the settlement of insurance claims or third party claims after the date of termination;
  - (iii) any rights, liabilities and obligations arising or accruing under the terms of this Agreement prior to the date of termination or which are expressly stated to survive the termination of this Agreement; and
  - (iv) any other obligations that survive pursuant to **Section 10.13**.



**ARTICLE 4  
DEFAULT AND REMEDIES**

**4.1            Emera NL Events of Default**

The occurrence of one or more of the following events shall constitute a default by Emera NL under this Agreement (an “**Emera NL Default**”):

- (a) Emera or Emera NL defaults under any of the Secured Obligations;
- (b) Emera NL defaults or is in breach of any term, condition or obligation under this Agreement, ~~other than those described in Section 4.1(a), and, if the default or breach is capable of being cured, it continues for 30 days after the receipt by Emera NL of Notice thereof from Nalcor or Nalcor LP, unless the cure reasonably requires a longer period and Emera NL is diligently pursuing the cure, and it is cured within such longer period of time as is agreed by Nalcor or Nalcor LP;~~
- (c) any representation or warranty made by Emera NL in this Agreement is false or misleading in any material respect;
- (d) Emera NL ceases to carry on all or substantially all of its business or, except as permitted hereunder, transfers all or substantially all of its undertaking and assets; and
- (e) any Insolvency Event occurs with respect to Emera NL.

**4.2            Nalcor and Nalcor LP Remedies upon Emera NL Default**

- (a) General - Upon the occurrence of an Emera NL Default and at any time thereafter, provided Nalcor and Nalcor LP are in material compliance with their obligations under this Agreement and provided a right, remedy or recourse is not expressly stated in this Agreement as being the sole and exclusive right, remedy or recourse:
  - (i) Nalcor and Nalcor LP shall be entitled to exercise all or any of their rights, remedies or recourse available to them under this Agreement, or otherwise available at law or in equity, including all of their rights, remedies and recourses as a secured party under and as defined by the PPSA (provided that Nalcor and Nalcor LP shall provide Emera NL not less than 30 days notice pursuant to Section 60(8) of the PPSA); and
  - (ii) the rights, remedies and recourse available to Nalcor and Nalcor LP are cumulative and may be exercised separately or in combination.

The exercise of, or failure to exercise, any available right, remedy or recourse does not preclude the exercise of any other rights, remedies or recourse or in any way limit such rights, remedies or recourse.

- (b) Rights of Nalcor and Nalcor LP - Upon the occurrence of an Emera NL Default and at any time thereafter provided Nalcor and Nalcor LP are in material compliance with their obligations under this Agreement, Nalcor and Nalcor LP may:
- (i) exercise against Emera NL all of the rights and remedies granted to lenders under the PPSA (provided that Nalcor and Nalcor LP shall provide Emera NL not less than 30 days notice pursuant to Section 60(8) of the PPSA) and any other Applicable Law;
  - (ii) realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or ~~contract to do any of the above~~), in one or more parcels at any public or private sale, at any exchange, broker's board or office of Nalcor or elsewhere, on such terms and conditions as Nalcor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery;
  - (iii) apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
  - (iv) at any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral and, upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to Emera NL or any other Person with respect to such holding, retention or disposition, except as required by Applicable Law. In any such sale to Nalcor or Nalcor LP, Nalcor or Nalcor LP may, for the purpose of making payment for all or any part of such Collateral so purchased, use any claim for Secured Obligations then due and payable to it as a credit against the purchase price;
  - (v) transfer all or part of the Collateral into the name of Nalcor or its nominee, with or without disclosing that the Collateral is subject to the security interest granted by Emera NL under this Agreement;
  - (vi) vote any or all of the Pledged Units (whether or not transferred to Nalcor or Nalcor LP) and give or withhold all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof;
  - (vi) exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Collateral as if it were the absolute owner thereof, and in connection therewith, to deposit and deliver any and all of the Pledged Units with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by Nalcor or Nalcor LP. Nalcor and Nalcor LP may exercise any or all of the foregoing rights and remedies without demand of

performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Law) to or on Emera NL or any other Person, and Emera NL by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of Nalcor and Nalcor LP to dispose of the Collateral in any manner which is commercially reasonable, Emera NL acknowledges that a disposition of its Collateral by Nalcor or Nalcor LP which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (A) Collateral may be disposed of in whole or in part;
- (B) Collateral may be disposed of by tender or private contract, with or without advertising and without any other formality;
- (C) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as Nalcor or Nalcor LP, in its sole discretion, may deem advantageous; and
- (D) Nalcor or Nalcor LP may establish an upset or reserve bid or price in respect of the Collateral.

#### **4.3 Interest**

If any amount payable by Emera NL to Nalcor or Nalcor LP under this Agreement is not paid when due, Emera NL will pay to Nalcor or Nalcor LP, as applicable, immediately on demand, interest on such amount from the date due until paid, at the Prime Rate plus three percent. All amounts payable by Emera NL to Nalcor or Nalcor LP under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Secured Obligations of and will be secured by the security interest granted under this Agreement.

#### **4.4 Sale of Securities**

Nalcor and Nalcor LP are authorized, in connection with any offer or sale of any Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of the Pledged Units. Emera NL further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and Nalcor and Nalcor LP will not be liable

or accountable to Emera NL for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction. If Nalcor or Nalcor LP chooses to exercise its right to sell any or all Collateral, upon written request, Emera NL will furnish to Nalcor or Nalcor LP, as applicable, all such information as it may reasonably request in order to determine the number of Pledged Units and other instruments included in the Collateral which may be sold in exempt transactions under any laws governing securities, and the rules and regulations of any applicable securities regulatory thereunder, as the same are from time to time in effect.

#### **4.5 Nalcor's Appointment as Attorney-in-Fact**

Emera NL constitutes and appoints Nalcor and any officer or agent of Nalcor, or a receiver appointed by Nalcor, with full power of substitution, as Emera NL's true and lawful attorney-in-fact with full power and authority in the place of Emera NL and in the name of Emera NL or in its own name, from time to time in Nalcor's discretion after an Emera NL Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the security interest created by this Agreement is released. Nothing in this **Section 4.5** affects the right of Nalcor or Nalcor LP as secured party, or any other Person on Nalcor's or Nalcor LP's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as Nalcor, Nalcor LP or such other Person considers appropriate.

#### **4.6 Performance by Nalcor or Nalcor LP of Emera NL's Obligations**

If Emera NL fails to perform or comply with any of its obligations under this Agreement, Nalcor or Nalcor LP may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of Nalcor and Nalcor LP incurred in connection with any such performance or compliance will be payable by Emera NL to Nalcor or Nalcor LP, as applicable, immediately on demand, and until paid, any such expenses will form part of the Secured Obligations and will be secured by the secured interest granted under this Agreement.

#### **4.7 Dealings by Nalcor and Nalcor LP**

Nalcor and Nalcor LP will not be obliged to exhaust their recourse against Emera NL, Emera or any other Person or against any other security they may hold in respect of the Secured Obligations before realizing upon or otherwise dealing with the Collateral in such manner as Nalcor or Nalcor LP may consider desirable. Nalcor and Nalcor LP may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with Emera NL, Emera and any other Person, and with any or all of the Collateral, and with other security and sureties, as they may see fit, all without prejudice to the Secured Obligations or to the rights and remedies of Nalcor and Nalcor LP under this Agreement. The powers conferred on Nalcor and Nalcor LP under this Agreement are solely to protect the interests

of Nalcor and Nalcor LP in the Collateral and will not impose any duty upon Nalcor or Nalcor LP to exercise any such powers.

## ARTICLE 5 LIMITATION OF DAMAGES

### 5.1 No Consequential Loss

Notwithstanding any other provision of this Agreement, in no event shall Emera NL or any other member of the Emera Group be liable to Nalcor or any other member of the Nalcor Group, nor shall Emera or any member of the Emera Group be liable to Nalcor LP or any member of the Nalcor Group, for a decline in market capitalization, increased cost of capital or borrowing, or for any consequential, incidental, indirect or punitive damages, for any reason whatsoever. For the purpose of this **Section 5.1**, lost revenues or profits in relation to the purchase or sale of Energy or Capacity shall not be considered to be consequential, incidental or indirect damages, provided however that a Party must still establish such lost revenues or profits in accordance with Applicable Law.

## ARTICLE 6 CONFIDENTIALITY

### 6.1 Incorporation of Project NDA

The Parties agree that the Project NDA is incorporated in this Agreement by reference and applies to all Confidential Information disclosed by any Party to any other Party under or in connection with this Agreement, the Party disclosing Confidential Information being a Disclosing Party as defined in the Project NDA, and the Party receiving Confidential Information being a Recipient Party as defined in the Project NDA.

### 6.2 Disclosure of Agreement

Each Party hereby agrees to any other Party making this Agreement public at any time and from time to time after the Effective Date.

## ARTICLE 7 ASSIGNMENT AND CHANGE OF CONTROL

### 7.1 Nalcor and Nalcor LP Assignment Rights

- (a) General - After, but not before, First Commercial Power of the LIL Nalcor and Nalcor LP shall be entitled to assign all or any portion of their interest in this Agreement or any Claim (collectively, the "**Nalcor and Nalcor LP Rights**") to any Person which has become the owner of the whole or any part of the Partnership Interest of Nalcor LP in accordance with the provisions of the NLDA and the LIL LP Agreement.
- (b) Agreement to be Bound - No assignment may be made of all or any portion of the Nalcor and Nalcor LP Rights unless Nalcor and Nalcor LP or the assignor thereof obtains the written agreement of all Persons party to the assignment confirming

that the transferee thereof shall, from and after the date of the assignment, be bound by the provisions of this Agreement, the assigned Nalcor and Nalcor LP Rights and all such rights and obligations as if such transferee was Nalcor and Nalcor LP, and shall assume all liabilities for, and in due and proper manner, pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of Nalcor and Nalcor LP or the assignor thereof under this Agreement arising on and in respect of matters occurring after the effective date of the assignment.

- (c) Continuing Obligations - Notwithstanding **Section 7.1(b)**, Nalcor and Nalcor LP expressly acknowledge and agree that they remain liable to Emera NL as a primary obligor under this Agreement to observe and perform all of the conditions and obligations in this Agreement which Nalcor and Nalcor LP, and as of the effective date of the assignment, the transferee thereof, are bound to observe and perform.
- (d) Non-Permitted Assignment - Any assignment in contravention of this **Section 7.1** will be null and void.

## **7.2** Emera Assignment Rights

- (a) General - After, but not before, First Commercial Power of the LIL Emera NL shall be entitled to assign all or any portion of its interest in this Agreement or any Claim (collectively, the “**Emera NL Rights**”) to any Person which has become the owner of the whole or any part of the Partnership Interest of Emera NL in accordance with the provisions of the NLDA and the LIL LP Agreement.
- (b) Agreement to be Bound - No assignment may be made of all or any portion of the Emera NL Rights unless Emera NL or the assignor thereof obtains the written agreement of all Persons party to the assignment confirming that the transferee thereof shall, from and after the date of the assignment, be bound by the provisions of this Agreement, the assigned Emera NL Rights and all such rights and obligations as if such transferee was Emera NL, and shall assume all liabilities for, and in due and proper manner, pay, satisfy, discharge, perform and fulfill all covenants, obligations and liabilities of Emera NL or the assignor thereof under this Agreement arising on and in respect of matters occurring after the effective date of the assignment.
- (c) Continuing Obligations - Notwithstanding **Section 7.2(b)**, Emera NL expressly acknowledges and agrees that it remains liable to Nalcor and Nalcor LP as a primary obligor under this Agreement to observe and perform all of the conditions and obligations in this Agreement which Emera NL, and as of the effective date of the assignment, the transferee thereof, are bound to observe and perform.
- (d) Non-Permitted Assignment - Any assignment in contravention of this **Section 7.2** will be null and void.

**ARTICLE 8  
DISPUTE RESOLUTION**

**8.1            General**

- (a)    Dispute Resolution Procedure - The Parties agree to resolve all Disputes pursuant to the dispute resolution procedure set out in Schedule 7 to the NLDA (the “**Dispute Resolution Procedure**”).
- (b)    Performance to Continue - Each Party shall continue to perform all of its obligations under this Agreement during any negotiations or dispute resolution proceedings pursuant to this **Article 8**, without prejudice to any Party’s rights pursuant to this Agreement.

**ARTICLE 9  
REPRESENTATIONS AND WARRANTIES**

**9.1            Nalcor and Nalcor LP Representations and Warranties**

Each of Nalcor and Nalcor LP represents and warrants to Emera NL that, as of the Effective Date:

- (a)    it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b)    the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on the part of Nalcor or Nalcor LP, as the case may be, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c)    this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d)    no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e)    except as disclosed by it to Emera in writing on or before the Effective Date, there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;

- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a material adverse effect on such Party's ability to perform its obligations under this Agreement and (iii) the Regulatory Approvals; and
- (g) it does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

**9.2 Emera NL Representations and Warranties**

Emera NL represents and warrants to Nalcor and Nalcor LP that, as of the Effective Date:

- (a) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its formation and is qualified to conduct its business to the extent necessary in each jurisdiction in which it will perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary corporate action on the part of Emera NL and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;
- (c) this Agreement has been duly executed and delivered on its behalf by its appropriate officers and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law;
- (d) no Insolvency Event has occurred, is pending or being contemplated by it or, to its Knowledge, threatened against it;
- (e) there are no Legal Proceedings pending or, to its Knowledge, threatened against it that may materially adversely affect its ability to perform its obligations under this Agreement;
- (f) no consent or other approval, order, authorization or action by, or filing with, any Person is required to be made or obtained by such Party for such Party's lawful execution, delivery and performance of this Agreement, except for (i) such consents, approvals, authorizations, actions and filings that have been made or obtained prior to the date hereof, (ii) such consents, approvals, authorizations, actions and filings the failure of which would not have, or could not reasonably be expected to have, a



material adverse effect on such Party's ability to perform its obligations under this Agreement and (iii) the Regulatory Approvals;

- (g) it does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement;
- (h) the Pledged Units are listed in Appendix A and are validly issued, fully paid and non-assessable;
- (i) no Person, other than Nalcor and Nalcor LP, has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from Emera NL of any of its Partnership Interest;
- (j) the terms of its Partnership Interest expressly provide that each Unit issued by the Partnership is a "security" for the purposes of the STA; and
- (k) Emera NL owns the Collateral free and clear of any mortgage, charge, hypothecation, lien or other adverse claim or encumbrance of any nature.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

### 10.1 Notices

Notices, where required herein, shall be in writing and shall be sufficiently given if delivered personally or by courier or sent by electronic mail or facsimile transmission, directed as follows:

To Nalcor or Nalcor LP:

Nalcor Energy  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

with a copy to:

Labrador-Island Link Holding Corporation  
500 Columbus Drive  
P.O. Box 12800  
St. John's, NL  
A1B 0C9  
Attention: Corporate Secretary  
Fax: (709) 737-1782

To Emera NL:

---

ENL Island Link Incorporated  
9 Austin Street  
St. John's, NL  
A1B 4C1  
Attention: President  
Fax: (709) 722-2083

with a copy to:

Emera Inc.  
1223 Lower Water Street  
Halifax, NS  
B3J 3S8  
Attention: Corporate Secretary  
Fax: (902) 428-6112

Such Notice shall (i) if delivered personally or by courier, be deemed to have been given or made on the day of delivery, and (ii) if sent by electronic mail or facsimile transmission and confirmed by a copy immediately sent by courier, be deemed to have been given or made on the day it was successfully transmitted by electronic mail or facsimile transmission as evidenced by automatic confirmation of receipt, provided however that if in any case such day is not a Business Day or if the Notice is received after Regular Business Hours (time and place of receipt), the Notice shall be deemed to have been given or made on the next Business Day. Any Party may change its address or fax number hereunder from time to time by giving Notice of such change to the other Parties.

## **10.2 Prior Agreements**

This Agreement supersedes all prior communications, understandings, negotiations and agreements between the Parties, whether oral or written, express or implied with respect to the subject matter hereof. There are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein. Each of the Parties further acknowledges and agrees that, in entering into this Agreement, it has not in any way relied upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, expressed or implied, not specifically set forth in this Agreement or the other Formal Agreements.

**10.3**            **Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.

**10.4**            **Expenses of Parties**

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with all matters relating to this Agreement, including the costs and expenses of its legal, tax, technical and other advisors.

**10.5**            **Announcements**

No announcement with respect to this Agreement shall be made by any Party without the prior approval of the other Parties. The foregoing shall not apply to any announcement by a Party required in order to comply with Applicable Law; provided that such Party consults with the other Parties before making any such announcement and gives due consideration to the views of the other Parties with respect thereto. All Parties shall use reasonable efforts to agree on the text of any proposed announcement.

**10.6**            **Relationship of the Parties**

The Parties hereby disclaim any intention to create by this Agreement any partnership, joint venture, association, trust or fiduciary relationship among or between them. Except as expressly provided herein, neither this Agreement nor any other agreement or arrangement among or between the Parties shall be construed or considered as creating any such partnership, joint venture, association, trust or fiduciary relationship, or as constituting any Party as the agent or legal representative of any other Party or Parties for any purpose nor to permit any Party to enter into agreements or incur any obligations for or on behalf of any other Party.

**10.7**            **Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Agreement.

**10.8**            **Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable or unenforceable in any jurisdiction for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the balance of this Agreement or its legality, validity or enforceability in any other jurisdiction. If any provision is so determined to be wholly or partially illegal, invalid or unenforceable for any reason, the Parties shall negotiate in good faith a new legal, valid and enforceable provision to replace such illegal, invalid or unenforceable provision, which, as nearly as practically possible, has the same effect as the illegal, invalid or unenforceable provision.

**10.9**            **Time of the Essence**

Time shall be of the essence.

**10.10**           **Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by all Parties.

**10.11**           **No Waiver**

Any failure or delay of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

**10.12**           **No Third Party Beneficiaries**

Except as otherwise provided herein or permitted hereby, this Agreement is not made for the benefit of any Person not a party to this Agreement, and no Person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of this Agreement.

**10.13**           **Survival**

All provisions of this Agreement that expressly or by their nature are intended to survive the termination (however caused) of this Agreement, including covenants, representations, warranties and releases, continue as valid and enforceable rights and obligations (as the case may be) of the Parties, notwithstanding any such termination, until they are satisfied in full or by their nature expire.

**10.14**           **Waiver of Sovereign Immunity**

A Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the fullest extent permitted by Applicable Law. This waiver includes immunity from (a) any proceedings under the Dispute Resolution Procedure; (b) any judicial, administrative or other proceedings to aid the Dispute Resolution Procedure; and (c) any confirmation, enforcement or execution of any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from the Dispute Resolution Procedure or any judicial, administrative or other proceedings commenced pursuant to this Agreement. Each Party acknowledges that its rights and obligations under this Agreement are of a commercial and not a governmental nature.

**10.15**            **Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.


**10.16**            **Capacity of Nalcor**

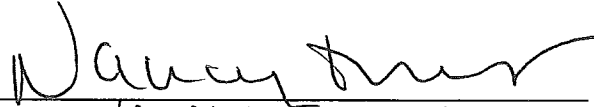
Nalcor and Nalcor LP are entering into this Agreement, and Emera NL acknowledges that Nalcor and Nalcor LP are entering into this Agreement, solely in their own right and not on behalf of or as agent of the NL Crown.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**ENL ISLAND LINK INCORPORATED**

By:   
Name: Rick Pomeys  
Title: President

By:   
Name: NANCY TOWER  
Title: CEO

We have authority to bind the corporation.

**NALCOR ENERGY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**LABRADOR-ISLAND LINK HOLDING CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**ENL ISLAND LINK INCORPORATED**

By: \_\_\_\_\_

Name:

Title:


By: \_\_\_\_\_

Name:

Title:

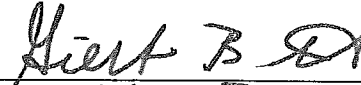
We have authority to bind the corporation.

**NALCOR ENERGY**

By:  \_\_\_\_\_

Name: *Derrick Stuge*

Title: *VP, Finance & CFO*

By:  \_\_\_\_\_

Name: *Gilbert Bennett P. Eng.*

Title: *VP - LCP*

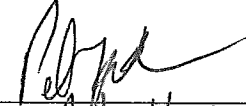
We have authority to bind the corporation.

**LABRADOR-ISLAND LINK HOLDING CORPORATION**

By:  \_\_\_\_\_

Name: *Derrick Stuge*

Title: *President & CEO*

By:  \_\_\_\_\_

Name: *Peter Wickman*

Title: *Corporate Secretary*

We have authority to bind the corporation.

**APPENDIX A**

**Pledged Units**

25 Class B Limited Units in the Labrador-Island Link Limited Partnership represented by Certificate No. B-01.



**NON-CONFIDENTIAL**

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1 **Request IR-21:**

2

3 **With respect to the Application on p. 41, lines 1 – 4.**

4

5 (a) **Please explain how 170 MW of capacity, less losses, plus a supplemental block of**  
6 **energy that is available off-peak during the first 5 years will enable retiring two coal**  
7 **units.**

8

9 (b) **Did the alternative analysis consider retiring one or two coal units?**

10

11 **Response IR-21:**

12

13 (a) Please refer to Grand Riverkeeper IR-3.

14

15 (b) Yes, each alternative analysis optimized the retirement of coal units.

**NON-CONFIDENTIAL**

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1 **Request IR-22:**

2

3 **With respect to the Application on p. 53, line 16 and p. 65, line 13:**

4

5 (a) **Why is a third 230 kV line from Granite Canal to Bottom Brook necessary to**  
6 **provide reliability at the Bottom Brook Substation?**

7

8 (b) **Does the same rationale apply in support of the proposed Granite Canal switchyard**  
9 **noted at p. 67, line 1?**

10

11 (c) **What are the costs of the third 230kV line (including the Granite Canal**  
12 **switchyard)?**

13

14 **Response IR-22:**

15

16 (a) See Synapse IR-24. With full rated power of 500 MW on the Maritime Link, the two  
17 230-kV lines connected to Bottom Brook would be loaded to 1.9 times Surge Impedance  
18 Loading (SIL) with both lines in service. After a contingency loss of one of the two  
19 existing lines, the loading on the remaining line would be 3.8 times SIL. This would not  
20 provide a stable or reliable system.

21

22 (b) Yes.

23

24 (c) The total estimated cost, inclusive of contingency, is \$156 M.

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1 **Request IR-23:**

2  
3 **With respect to the Application on p. 54, lines 1 - 9 - In order to accommodate prospective**  
4 **power wheeling requirements through Nova Scotia, NSPML is proposing extensive capital**  
5 **work at Woodbine Substation and 230 kV transmission lines.**

6  
7 **(a) Please explain why all of that work is needed if two generating units at Lingan will**  
8 **be removed from service.**

9  
10 **(b) Please explain why all of costs for these additional facilities should be attributed to**  
11 **Nova Scotia ratepayers.**

12  
13 **Response IR-23:**

14  
15 (a) The Maritime Link is rated at 500 MW (minus losses) versus two Lingan units rated at  
16 310 MW net. The Maritime Link interconnects with the 345 kV bus at Woodbine, not the  
17 230 kV bus at Lingan. Point Aconi generation (172 MW net) connects at Woodbine.  
18 There is currently only a single 230 kV line between Lingan and Woodbine, therefore  
19 without transmission upgrades at Woodbine, a single transmission contingency at  
20 Woodbine would result in the loss of the Maritime Link plus Point Aconi, a total of up to  
21 650 MW, which would not meet reliability criteria.

22  
23 As renewable generation has been added to the transmission corridor between Lingan and  
24 Onslow over the past few years (260 MW plus pending COMFIT), generation at Lingan  
25 has been increasingly displaced, particularly during summer months. The introduction of  
26 500 MW at the ML will further displace Lingan generation, but as stated above, the  
27 capacity of the Maritime Link exceeds the net capacity of two Lingan units. Other  
28 transmission upgrades, as discussed in Section 8 of the Application, are required to

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1 support the prospective power wheeling requirements plus the renewable generation  
2 along the corridor between Sydney and Truro.  
3  
4 (b) Upgrades at Woodbine are the minimum requirements to meet NERC and NPCC  
5 reliability criteria thereby avoiding collapse of the NS power system for normal  
6 transmission contingencies. Upgrades to the other parts of the transmission system  
7 facilitate existing/proposed renewable generation in displacing fossil generation on the  
8 east end of the NS system. NS Power customers receive benefit over time from the  
9 transmission revenues associated with the prospective power wheeling arrangement  
10 discussed in the Application, Section 8.2.1, page 145 lines 4-18.

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1 **Request IR-24:**

2

3 **With respect to the Application on p. 56, line 14:**

4

5 (a) **Why is it necessary to carry out a reconfiguration of the line terminations at the Bay**  
6 **d'Espoir Substation?**

7

8 (b) **What are the costs of such upgrades?**

9

10 Response IR-24:

11

12 (a) To ensure the Newfoundland AC System can reliably supply the 500 MW to the  
13 Maritime Link some system improvements are required. The Bay d'Espoir Substation is  
14 currently configured such that two 230-kV lines (TL204 and TL231) to Stoney Brook are  
15 separated on the 230-kV ring bus by a single 230-kV breaker. A breaker failure could  
16 result in loss of lines, essentially isolating Western Newfoundland and overloading the  
17 Granite Canal to Bottom Brook circuit associated with the Maritime Link Project. To  
18 address this reliability risk TL 231 will be reterminated at a new node in the Bay d'Espoir  
19 Substation such that TL 204 and TL 231 will not be affected by a common fault.

20

21 b) The estimated cost of these upgrades is \$5,816,000.

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1 **Request IR-25:**

2

3 **With respect to the Application on p. 60, line 3:**

4

5 **(a) Are there any projected costs in the Application for vegetation management after the**  
6 **Maritime Link Project becomes operational?**

7

8 **(b) If so, how are the projected costs accounted for during the 35 year term?**

9

10 **(c) Confirm whether Nalcor will be responsible for any vegetation management costs for**  
11 **all the transmission infrastructure comprising the Maritime Link facilities after the**  
12 **35 year term.**

13

14 **Response IR-25:**

15

16 **(a-b) Vegetation management costs are included in annual operating and maintenance costs.**

17

18 **(c) Yes.**

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1 **Request IR-26:**

2

3 **With respect to the Application on p. 60 - Are the depictions of the structures transposed in**

4 **Fig. 3-5?**

5

6 Response IR-26:

7

8 Yes.

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1 **Request IR-27:**

2

3 **With respect to the Application on p. 61, line 24- Please describe any costs related to**  
4 **insurance to cover risks or losses affecting the submarine cable portion of the Maritime**  
5 **Link.**

6

7 Response IR-27:

8

9 The insurance program is under development at this time, but NSPML expects that, during  
10 construction, it will have a project construction policy in place, insuring on an all risk basis, and  
11 covering both marine and onshore work, and Wrap Up Liability policy to insure against third  
12 party liability, including pollution liability. It will be required to pay a premium, including  
13 broking commissions and other costs, as determined by the market conditions at the time the  
14 insurance is procured. For the operating phase, NSPML expects, subject to market conditions at  
15 the time, to procure both physical damage and liability coverage for both the subsea cable and  
16 the onshore operations, and the normal range of insurance coverage for a business of its size and  
17 type, and will pay ongoing annual premiums, broking and related costs as necessary to place the  
18 insurance coverage in applicable insurance markets.



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1 **Request IR-28:**

2  
3 **With respect to the Application on p. 67, line 3:**

4  
5 (a) **Why are upgrades required for the Bay d'Espoir and Upper Salmon Substations?**

6  
7 (b) **Are the Bay d'Espoir upgrades referred to at p. 67 the same upgrades referred to at**  
8 **p. 53, line 16?**

9  
10 (c) **What are the costs of the upgrades to the Upper Salmon Substation?**

11  
12 **Response IR-28:**

13  
14 (a) Please see UARB IR-24 regarding Bay d'Espoir upgrades.

15  
16 Regarding the Upper Salmon Substation Upgrades, an existing radial 230-kV  
17 transmission line connects Bay d'Espoir to Granite Canal through Upper Salmon  
18 Substation. The new 230-kV transmission line associated with the Maritime Link Project  
19 between Granite Canal and Bottom Brook will tie into the existing 230-kV line from  
20 Upper Salmon to Granite Canal completing a 230-kV path from Bottom Brook to Bay  
21 d'Espoir. Granite Canal will no longer be connected radially. This additional 230-kV path  
22 between Bottom Brook and Bay d'Espoir is required for reliable operation of the  
23 Maritime Link for planned or unplanned outages on the 230-kV ac system. The upgrades  
24 at Upper Salmon are required to reconfigure the line terminals to accommodate the  
25 transmission line modifications.

26  
27 (b) Yes.

28  
29 (c) The estimated cost of the Upper Salmon Substation modifications is \$500,000.

**CONFIDENTIAL (Attachment only)**

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1 **Request IR-29:**

2

3 **With respect to the Application on pp. 65-67- Provide a single line diagram showing the**  
4 **transmission network in Newfoundland and Labrador, including the location of generation**  
5 **facilities?**

6

7 Response IR-29:

8

9 Please refer to Confidential Attachment 1.

**NSUARB IR-29 Attachment 1 has been removed due to confidentiality.**

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1 **Request IR-30:**

2  
3 **With respect to the Application on p. 76, Fig. 4-1:**

4  
5 (a) **Provide the details of the \$200 Million for "Other costs" in Fig. 4-1.**

6  
7 (b) **Provide the details of the \$100 Million for "Project Management" in Fig. 4-1.**

8  
9 **Response IR-30:**

10  
11 For purposes of summarizing the costs by major segment, the amounts contained in the  
12 Application were rounded. More specific information is contained below.

13  
14 (a) The total "Other" includes approximately \$195 million of costs which were rounded to  
15 \$200 million. A breakdown of the \$195 million is as follows:

16  
17 (i) External Project Costs – \$63 million (includes Independent Engineer, Regulatory,  
18 Legal, Community Relations, Independent Project Reviews, Due Diligence,  
19 Land).

20  
21 (ii) NL System Upgrades - \$11 million.

22  
23 (iii) Insurance - \$26 million.

24  
25 (iv) Environmental processes - \$27 million.

26  
27 (v) Escalation of costs of the project - \$68 million.

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- 1 (b) The total “Project Management” includes approximately \$85 million of costs which were  
2 rounded to \$100 million. A breakdown of the \$85 million is as follows:  
3  
4 (i) Project management labour and related - \$57 million.  
5  
6 (ii) General administration, Office, Travel, IT, Legal and other - \$28 million.

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1 **Request IR-31:**

2

3 **With respect to the Application on p. 79, line 21:**

4

5 (a) **How does NSPI plan to dispatch the estimated 240,000 MWh of Supplemental**  
6 **Energy in the first five years of operation?**

7

8 (b) **How will the termination of the availability of Supplemental Energy impact NSPI's**  
9 **dispatch of its generation fleet beyond the first five years?**

10

11 Response IR-31:

12

13 (a) The Supplemental Energy Block will be dispatched in the off peak 2300 hours to 0700  
14 hours for the months November through March.

15

16 (b) Redispatch of the generation fleet will be able to compensate for the termination of the  
17 Supplemental Energy Block. Less two-shifting of gas units may be necessary or  
18 alternatively, economy energy purchase could be possible off the Maritime Link if  
19 additional energy is required on the system.

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1 **Request IR-32:**

2  
3 **With reference to p. 79 of the Application, in order to compensate for the difference**  
4 **between the 50 year estimated useful life of the link and the proposed 35 year block**  
5 **provided to Nova Scotia, the Application states Nova Scotia will receive an extra amount of**  
6 **energy for the first 5 years that energy is delivered.**

7  
8 **(a) Please provide data that shows the value of the additional block of energy being**  
9 **offered after 2020 when Nova Scotia has stricter renewable energy requirements**  
10 **(40% by 2020)?**

11  
12 **(b) When projecting the market price of electricity for evaluating alternative projects,**  
13 **was consideration given to the value of renewable energy as opposed to non-**  
14 **renewable energy? It seems reasonable that a difference might exist between market**  
15 **priced renewable energy vs. non-renewable energy given the 40% requirement by**  
16 **2020.**

17  
18 **(c) p. 34, explains that at the end of 35 years NSPML will transfer ownership of the**  
19 **Maritime Link to Nalcor. Please provide the details of this transfer, indicating what**  
20 **components of the Infrastructure will be transferred to Nalcor or NSPI and what**  
21 **infrastructure, if any, will not.**

22  
23 **Response IR-32:**

24  
25 a) The value of the Supplemental Energy was not modeled separately and therefore is not  
26 available. The total electricity supply available under contract is included in each year  
27 for the purpose of Strategist modeling.

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- 1 b) Yes, only qualifying renewable energy sources were considered when meeting the 40  
2 percent Renewable level. Beyond that, non-renewable market based pricing was used for  
3 incremental electricity purchases or generation dispatch (considering emission constraints  
4 as well) regardless of whether the source generator was renewable or not.  
5
- 6 c) After the NS Block has been completely delivered, the assets of NSPML will transfer  
7 through legal assignment to Nalcor up to the 200kv dc line termination points at the  
8 Woodbine substation. The upgrades at Woodbine, including the 345 kvac transformer,  
9 breakers, switchyard and communications for the substation will be transferred to NS  
10 Power.



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1 **Request IR-33:**

2

3 **With respect to the Application on p. 80, line 1 - Please confirm that if the Project Costs**  
4 **(including the variance) were to exceed the costs approved by the Board, Nalcor would still**  
5 **be required to compensate NSPML under the two options outlined on p. 79, lines 4- 7.**

6

7 Response IR-33:

8

9 The 20 For 20 Principle true up mechanism is not impacted by actual costs incurred after the true  
10 up calculation is made at NSPML's DG3.

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1 **Request IR-34:**

2  
3 **The Application, on p. 89, describes a one time "true up" payment based on the net present**  
4 **value of the future differences between the O&M costs of Maritime Link and 20% of the**  
5 **combined LCP phase 1 and Maritime Link O&M costs.**

6  
7 **(a) Please provide the estimate of the size and the direction of this one-time "true up"**  
8 **payment. Please also include the figures that were used in estimating the payment.**

9  
10 **(b) With forecasting the differences in "true up" payments so many years in the future**  
11 **there is an increase in risk. How has NSPML reduced the risk of this payment to**  
12 **ensure that NS ratepayers are getting the fairest deal?**

13  
14 **Response IR-34:**

15  
16 **(a) Please refer to NSUARB IR-105.**

17  
18 **(b) NSPML will rely on its experience and the experience of its specialized contractors to**  
19 **prepare its O&M estimate and review the O&M estimate of Nalcor. Both Nalcor and**  
20 **NSPML will use the same methodology to calculate this estimate. Risk is also minimized**  
21 **in future years by fixing this calculation and not exposing NS customers to fluctuations**  
22 **relating to actual LCP Phase I O&M costs.**

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1 **Request IR-35:**

2  
3 **With respect to the Application on pp. 89-90 describing the O&M Annual True-Up- The**  
4 **proposal is for a one-time payment, shortly after construction is completed, regarding the**  
5 **annual operating expenses and sustaining capital, estimated for each year in the 35-year**  
6 **period.**

7  
8 **(a) Please explain why it is appropriate to estimate those costs for each of the 35 years**  
9 **and make a one-time payment at the front end of the period.**

10  
11 **(b) Please provide your best estimate listing of those anticipated costs and identify the**  
12 **level of confidence in the accuracy of those estimates.**

13  
14 **(c) Please explain why it is appropriate for Nova Scotia ratepayers to be responsible for**  
15 **any actual costs that may exceed the estimated True-Up.**

16  
17 **Response IR-35:**

18  
19 (a-c) The O&M methodology reflected in the Application and in the Joint Operations  
20 Agreement (Appendix 2.10) was negotiated between Emera and Nalcor. It is based upon  
21 the 20 For 20 Principle and is consistent with the way in which the companies share the  
22 capital costs: forecasts are made and agreed upon between the companies and then each  
23 company is responsible for the costs of the projects that it is responsible for developing.  
24 With respect to the O&M true up, NS customers are protected from fluctuations or  
25 unexpected costs actually incurred on the LCP Phase I projects that Nalcor is responsible  
26 for developing after the one time O&M true up has been completed. After the O&M true  
27 up is done, NS customers will only be responsible for O&M costs of the Maritime Link.  
28 The projected O&M costs are contained in the financial model (Appendix 4.01) and are  
29 at a screening/feasibility level (Class 5 of the American Association of Cost Engineers)

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1           which is appropriate for O&M costs at this stage of the projects. As is outlined in the  
2           Joint Operations Agreement, this estimate will be updated before the final true up  
3           calculation is made. NSPML anticipates that the impact of the O&M calculations as  
4           reflected in the financial model, on the net present value of the Maritime Link Project as  
5           a whole, is materially accurate.

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1 **Request IR-36:**

2  
3 **On p. 90 under NSPI system costs, it says that NSPI may incur capital upgrade costs to**  
4 **comply with specific provisions of the commercial agreements between Emera and Nalcor.**  
5 **It goes on to state, if such upgrade costs are more expensive than the transmission tariff**  
6 **revenues received from Nalcor over each 5-year period NSPI may seek recovery of the net**  
7 **cost from NSPML.**

8  
9 **(a) Please indicate whether any economic analysis have been prepared. If so, please**  
10 **provide.**

11  
12 **(b) Is the payback of any required upgrades less than five years?**

13  
14 **(c) On what terms will NSPML receive transmission tariff revenues from Nalcor?**

15  
16 **(d) During the technical session it was stated capital investments to permit the flow**  
17 **through of energy will generate tariff revenue that would at least net neutral. Please**  
18 **provide details of this tariff revenue and indicate what has been specifically agreed**  
19 **to and where this is within the agreements.**

20  
21 **(e) The Nova Scotia/New Brunswick intertie asset investments are not included in the**  
22 **current approval request, are these investments required as part of the**  
23 **arrangements with Nalcor?**

24  
25 **Response IR-36:**

26  
27 **(a) Please refer to CA / SBA IR-94 Attachment 1**

28  
29 **(b) Please refer to Section 3.3 of the Agency and Service Agreement and Section 8.2.1 of the**  
30 **Application.**

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- 1 (c) Please refer to Section 2.3 of the Nova Scotia Transmission Utilization Agreement and  
2 Section 3.3 of the Agency and Service Agreement.  
3
- 4 (d) The tariff rate is set out in the Nova Scotia Transmission Utilization Agreement. The  
5 amount of energy that Nalcor will export is at Nalcor's discretion. The path to market is a  
6 key requirement of Nalcor in the development of this project and it will be incented to  
7 sell its excess energy by exporting through Nova Scotia.  
8
- 9 (e) The extent of the investment at the intertie is currently being studied in detail. They are  
10 part of the estimated \$31.5 million set out in the application.

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1 **Request IR-37:**

2  
3 **In Figure 4-4, on p. 92, the diagram shows electricity prices for the Maritime Link,**  
4 **including the Weighted Average Electricity Prices.**

5  
6 **(a) Please explain how the electricity price determined for the Maritime Link in this**  
7 **graph was determined.**

8  
9 **(b) Please provide electronically all data used to support this graph.**

10  
11 **(c) Please state, by year, in cents per kilowatt hour, what the price is that NS ratepayers**  
12 **will pay for this energy, for each stepped block of energy.**

13  
14 **(d) What incremental costs could make the price of this electricity higher than that**  
15 **shown on the graph?**

16 .  
17 **(e) How was the price of the surplus energy determined?**

18  
19 **(f) What factors are most likely to make the estimated surplus energy more expensive**  
20 **than shown on the graph?**

21  
22 **Response IR-37:**

23  
24 **(a) The Maritime Link prices were determined by taking the Revenue Requirement (as**  
25 **shown in the Application Financial Appendix 4.01) and divided it by the annual MWh**  
26 **energy deliveries from Nalcor.**

27  
28 **(b) Please refer to Attachment 1.**

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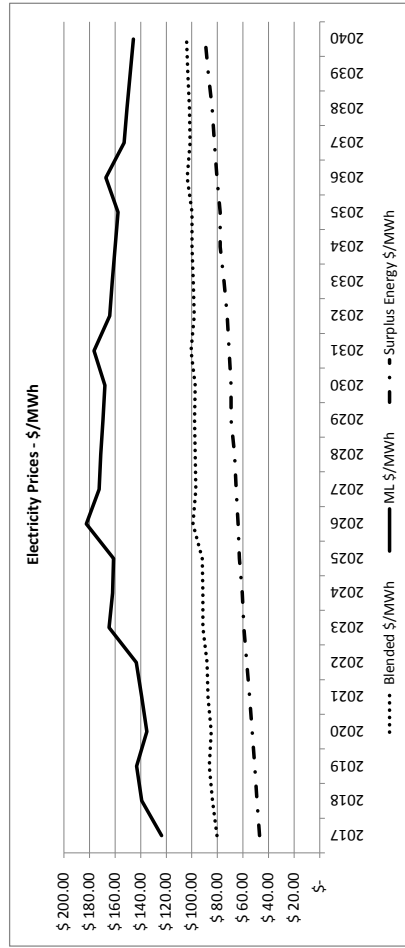
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- 1 (c) The tab on the attachment called “Figure 4-4” shows the annual \$/MWh charge for  
2 energy from the Maritime Link and from Surplus Energy purchases.  
3
- 4 (d) Primarily higher market prices – see (f) below. Conversely, lower market prices are  
5 possible. In the Maritime Link alternatives analysis, NSPML did not take any netback  
6 potential into consideration which results from Nova Scotia’s preferential position in the  
7 new market, which would tend to lower the price.  
8
- 9 (e) The price of Surplus Energy purchases has been modeled based on forecasts of MassHub  
10 prices. For energy purchased from NL, a MassHub price with no additions or reductions  
11 is assumed. For purchases from New Brunswick, MassHub + New Brunswick  
12 transmission was assumed. The base forecasts for MassHub prices (low, base and high)  
13 are included in the attachment. The amount of surplus energy purchased is based on  
14 Ventyx analysis of load requirements, using economic dispatch methodology and  
15 assuming renewable and emission targets.  
16
- 17 (f) Increases in the price of natural gas in New England would be the most prominent  
18 influencing factor. However, with higher gas prices, other gas based sources of  
19 generation rise in price as well. The sensitivity analysis, based upon gas price increases,  
20 indicated Maritime Link was still the lowest long term cost alternative.



**Maritime Link +  
Surplus Energy  
Purchases**

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Maritime Link</b>												
Revenue requirement - \$K	\$ 40,180	\$ 160,012	\$ 164,653	\$ 155,161	\$ 159,895	\$ 150,340	\$ 147,536	\$ 145,010	\$ 144,263	\$ 163,470	\$ 154,438	\$ 153,208
Energy Sales (MWh)	325,254	1,148,867	1,148,867	1,148,867	1,148,867	1,047,435	895,288	895,288	895,288	895,288	895,288	895,288
<b>\$/MWh</b>	<b>\$ 123.54</b>	<b>\$ 139.28</b>	<b>\$ 143.32</b>	<b>\$ 135.06</b>	<b>\$ 139.18</b>	<b>\$ 143.53</b>	<b>\$ 164.79</b>	<b>\$ 161.97</b>	<b>\$ 161.14</b>	<b>\$ 182.59</b>	<b>\$ 172.50</b>	<b>\$ 171.13</b>
<b>Surplus Energy (NL + NB)</b>												
Revenue requirement - \$K	\$ 19,820	\$ 90,078	\$ 92,690	\$ 95,791	\$ 100,670	\$ 107,154	\$ 120,638	\$ 124,036	\$ 133,142	\$ 136,165	\$ 141,018	\$ 142,870
Energy Sales (MWh)	421,760	1,833,891	1,828,764	1,812,133	1,835,828	1,875,718	2,036,982	2,049,251	2,121,500	2,131,478	2,156,459	2,148,512
<b>\$/MWh</b>	<b>\$ 46.99</b>	<b>\$ 49.12</b>	<b>\$ 50.68</b>	<b>\$ 52.86</b>	<b>\$ 54.84</b>	<b>\$ 57.13</b>	<b>\$ 59.22</b>	<b>\$ 60.53</b>	<b>\$ 62.76</b>	<b>\$ 63.88</b>	<b>\$ 65.39</b>	<b>\$ 66.50</b>
<b>Total ML + Surplus</b>												
Revenue requirement - \$K	\$ 60,000	\$ 250,090	\$ 257,344	\$ 250,952	\$ 260,565	\$ 257,494	\$ 268,174	\$ 269,046	\$ 277,406	\$ 299,636	\$ 295,457	\$ 296,078
Energy Sales (MWh)	747,014	2,982,758	2,977,631	2,961,000	2,984,695	2,923,154	2,932,270	2,944,539	3,016,788	3,026,766	3,051,747	3,043,800
<b>\$/MWh</b>	<b>\$ 80.32</b>	<b>\$ 83.85</b>	<b>\$ 86.43</b>	<b>\$ 84.75</b>	<b>\$ 87.30</b>	<b>\$ 88.09</b>	<b>\$ 91.46</b>	<b>\$ 91.37</b>	<b>\$ 91.95</b>	<b>\$ 99.00</b>	<b>\$ 96.82</b>	<b>\$ 97.27</b>



<b>Maritime Link + Surplus Energy Purchases</b>												
	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>Maritime Link</b>												
Revenue requirement - \$K	\$ 151,833	\$ 150,329	\$ 158,029	\$ 146,976	\$ 145,157	\$ 143,244	\$ 141,252	\$ 149,733	\$ 137,054	\$ 134,872	\$ 132,632	\$ 130,345
Energy Sales (MWh)	895,288	895,288	895,288	895,288	895,288	895,288	895,288	895,288	895,288	895,288	895,288	895,288
\$/MWh	<b>\$ 169.59</b>	<b>\$ 167.91</b>	<b>\$ 176.51</b>	<b>\$ 164.17</b>	<b>\$ 162.13</b>	<b>\$ 160.00</b>	<b>\$ 157.77</b>	<b>\$ 167.25</b>	<b>\$ 153.08</b>	<b>\$ 150.65</b>	<b>\$ 148.14</b>	<b>\$ 145.59</b>
<b>Surplus Energy (NL + NB)</b>												
Revenue requirement - \$K	\$ 156,748	\$ 155,652	\$ 160,576	\$ 165,393	\$ 177,011	\$ 189,022	\$ 182,346	\$ 194,718	\$ 201,125	\$ 206,798	\$ 220,212	\$ 229,781
Energy Sales (MWh)	2,258,897	2,248,435	2,268,430	2,286,003	2,364,093	2,433,188	2,346,217	2,426,179	2,443,536	2,456,878	2,530,032	2,565,488
\$/MWh	<b>\$ 69.39</b>	<b>\$ 69.23</b>	<b>\$ 70.79</b>	<b>\$ 72.35</b>	<b>\$ 74.87</b>	<b>\$ 77.68</b>	<b>\$ 77.72</b>	<b>\$ 80.26</b>	<b>\$ 82.31</b>	<b>\$ 84.17</b>	<b>\$ 87.04</b>	<b>\$ 89.57</b>
<b>Total ML + Surplus</b>												
Revenue requirement - \$K	\$ 308,581	\$ 305,982	\$ 318,605	\$ 312,370	\$ 322,168	\$ 332,266	\$ 323,598	\$ 344,451	\$ 338,178	\$ 341,670	\$ 352,844	\$ 360,126
Energy Sales (MWh)	3,154,185	3,143,723	3,163,718	3,181,291	3,259,381	3,328,476	3,241,505	3,321,467	3,338,824	3,352,166	3,425,320	3,460,776
\$/MWh	<b>\$ 97.83</b>	<b>\$ 97.33</b>	<b>\$ 100.71</b>	<b>\$ 98.19</b>	<b>\$ 98.84</b>	<b>\$ 99.83</b>	<b>\$ 99.83</b>	<b>\$ 103.70</b>	<b>\$ 101.29</b>	<b>\$ 101.93</b>	<b>\$ 103.01</b>	<b>\$ 104.06</b>

ML Base Load					
	Total Surplus Energy (NL & NB) \$k	Total Economy Energy (NL & NB) GWh	NL GWh	NB GWh	
2017*	\$52,250.7	1000.7	282.2	718.5	
2018	\$90,078.4	1833.9	1287.9	546.0	
2019	\$92,690.2	1828.8	1289.5	539.3	
2020	\$95,790.7	1812.1	1281.4	530.7	
2021	\$100,670.4	1835.8	1307.5	528.4	
2022	\$107,153.7	1875.7	1391.5	484.2	
2023	\$120,638.2	2037.0	1528.7	508.3	
2024	\$124,036.1	2049.3	1540.6	508.6	
2025	\$133,142.3	2121.5	1583.3	538.2	
2026	\$136,165.3	2131.5	1583.2	548.3	
2027	\$141,018.2	2156.5	1597.5	559.0	
2028	\$142,869.8	2148.5	1597.5	551.0	
2029	\$156,747.8	2258.9	1653.1	605.8	
2030	\$155,652.3	2248.4	1607.7	640.8	
2031	\$160,575.7	2268.4	1624.8	643.7	
2032	\$165,393.3	2286.0	1640.5	645.5	
2033	\$177,011.2	2364.1	1672.4	691.7	
2034	\$189,022.0	2433.2	1709.7	723.5	
2035	\$182,346.1	2346.2	1664.0	682.2	
2036	\$194,717.6	2426.2	1705.9	720.3	
2037	\$201,124.7	2443.5	1708.8	734.7	
2038	\$206,798.5	2456.9	1716.7	740.2	
2039	\$220,211.9	2530.0	1724.0	806.1	
2040	\$229,780.8	2565.5	1732.0	833.4	

\* 2017 amounts on Figure 4.4 have been factored to represent the Maritime Link coming into service in October of 2017.

**ML Base Load Case**

NB Surplus Energy	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Jan	0.0	0.0	21.4	2.3	3.9	4.5	5.2	5.5	7.2	8.2	10.1	10.5	10.9	11.0
Feb	0.0	0.0	47.0	7.4	10.0	4.5	11.5	11.3	10.6	5.8	18.5	20.7	23.7	8.5
Mar	0.0	0.0	74.4	70.3	70.3	70.3	69.6	53.5	63.5	65.8	68.2	68.6	69.0	69.2
Apr	0.0	0.0	72.0	67.0	67.0	66.9	67.0	66.7	67.0	67.3	67.4	67.6	67.7	67.9
May	0.0	0.0	74.4	70.2	70.1	69.9	61.9	36.6	40.1	37.8	46.2	50.5	54.0	59.4
Jun	0.0	0.0	72.0	30.5	30.6	30.5	30.4	30.5	30.7	30.8	30.5	31.0	31.1	31.3
Jul	0.0	0.0	72.1	34.6	34.7	34.9	34.6	34.6	38.1	38.1	35.5	35.6	35.5	35.7
Aug	0.0	0.0	74.4	70.8	71.0	71.2	71.6	71.3	71.9	71.5	71.7	71.9	72.5	72.4
Sep	0.0	0.0	71.2	62.5	53.6	53.6	53.6	53.7	53.9	54.0	54.1	54.3	54.6	54.8
Oct	0.0	0.0	68.0	67.0	67.1	67.0	67.0	67.1	67.2	67.4	67.5	67.6	67.8	67.9
Nov	0.0	0.0	63.9	55.7	53.1	47.7	46.5	45.8	49.9	51.7	55.6	56.7	58.5	59.0
Dec	0.0	0.0	7.6	7.7	8.0	9.6	9.4	7.6	8.2	10.2	12.8	13.3	13.7	13.9
	<b>0.0</b>	<b>0.0</b>	<b>718.5</b>	<b>546.0</b>	<b>539.3</b>	<b>530.7</b>	<b>528.4</b>	<b>484.2</b>	<b>508.3</b>	<b>508.6</b>	<b>538.2</b>	<b>548.3</b>	<b>559.0</b>	<b>551.0</b>

**NL Surplus Energy**

NL Surplus Energy	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Jan	0.0	0.0	0.0	25.9	27.7	28.1	29.2	29.9	67.4	70.6	85.9	78.1	81.7	82.0
Feb	0.0	0.0	0.0	61.6	69.1	54.5	70.7	69.9	109.1	105.1	115.1	116.4	118.0	116.4
Mar	0.0	0.0	0.0	97.0	97.0	97.0	97.0	96.5	145.3	145.3	145.4	145.4	145.5	145.5
Apr	0.0	0.0	0.0	141.7	141.7	141.7	141.7	141.7	141.8	141.8	141.8	141.8	141.8	141.9
May	0.0	0.0	0.0	146.1	146.1	146.1	146.1	146.1	146.3	146.1	146.1	146.2	146.2	146.4
Jun	0.0	0.0	0.0	140.5	140.4	140.0	139.9	139.9	140.0	140.2	140.0	140.4	140.5	140.5
Jul	0.0	0.0	0.0	105.2	103.1	109.6	115.1	114.3	118.8	126.6	135.8	138.4	142.7	142.3
Aug	0.0	0.0	0.0	147.1	147.1	147.1	147.2	147.2	147.2	147.1	147.1	147.1	147.2	147.2
Sep	0.0	0.0	0.0	141.6	135.4	135.3	135.4	135.4	135.7	135.9	136.1	136.3	136.5	136.7
Oct	0.0	0.0	146.4	146.1	146.1	146.1	146.1	146.1	146.2	146.2	146.2	146.2	146.3	146.3
Nov	0.0	0.0	92.2	88.5	88.5	88.3	88.7	133.7	133.4	133.6	133.7	133.8	134.4	134.1
Dec	0.0	0.0	43.6	46.6	47.2	47.6	50.4	90.9	97.5	102.2	110.1	113.1	116.7	118.3
	<b>0.0</b>	<b>0.0</b>	<b>282.2</b>	<b>1287.9</b>	<b>1289.5</b>	<b>1281.4</b>	<b>1307.5</b>	<b>1391.5</b>	<b>1528.7</b>	<b>1540.6</b>	<b>1583.3</b>	<b>1583.2</b>	<b>1597.5</b>	<b>1597.5</b>
<b>Total (NB plus NL) GWh</b>	<b>0.0</b>	<b>0.0</b>	<b>1000.7</b>	<b>1833.9</b>	<b>1828.8</b>	<b>1812.1</b>	<b>1835.8</b>	<b>1875.7</b>	<b>2037.0</b>	<b>2049.3</b>	<b>2121.5</b>	<b>2131.5</b>	<b>2156.5</b>	<b>2148.5</b>

ML Base Load														
Monthly cost of Total Imports (NB & NL)														
k\$	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Jan	0	0	1,783	2,227	2,534	2,690	2,918	3,120	6,641	7,172	9,297	8,455	9,042	9,278
Feb	0	0	3,749	5,065	5,832	4,481	6,416	6,571	9,656	9,079	11,257	11,799	12,457	11,042
Mar	0	0	3,961	8,537	8,754	9,158	9,392	8,650	12,077	12,487	12,907	13,191	13,485	13,771
Apr	0	0	3,471	9,340	9,620	10,049	10,379	10,898	11,112	11,346	11,580	11,818	12,062	12,315
May	0	0	3,571	9,842	10,174	10,734	10,698	9,748	10,218	10,243	11,094	11,656	12,160	12,840
Jun	0	0	3,766	7,844	8,123	8,700	8,988	9,392	9,611	9,816	9,994	10,242	10,454	10,676
Jul	0	0	4,413	6,595	6,650	7,478	8,122	8,399	9,142	9,999	10,879	11,340	11,955	12,162
Aug	0	0	4,201	11,332	11,618	12,045	12,305	12,715	13,015	13,253	13,529	13,807	14,118	14,397
Sep	0	0	3,515	9,444	8,994	9,344	9,589	9,989	10,205	10,427	10,648	10,882	11,124	11,370
Oct	0	0	9,187	9,364	9,637	10,044	10,308	10,754	10,931	11,155	11,382	11,616	11,856	12,099
Nov	0	0	7,551	7,135	7,224	7,278	7,448	10,001	10,416	10,756	11,250	11,553	11,945	12,208
Dec	0	0	3,083	3,354	3,531	3,787	4,107	6,917	7,613	8,305	9,325	9,806	10,360	10,712
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52,251</b>	<b>\$90,078</b>	<b>\$92,690</b>	<b>\$95,791</b>	<b>\$100,670</b>	<b>\$107,154</b>	<b>\$120,638</b>	<b>\$124,036</b>	<b>\$133,142</b>	<b>\$136,165</b>	<b>\$141,018</b>	<b>\$142,870</b>

**ML Base Load Case**

<b>NB Surplus Energy</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>
Jan	12.2	12.9	15.1	16.3	19.6	28.3	17.8	23.2	27.9	29.8	39.2	48.6
Feb	36.2	40.4	46.0	33.9	58.7	62.3	55.3	54.7	64.5	63.6	65.8	69.6
Mar	71.0	73.3	73.3	73.4	73.5	73.6	73.5	73.6	73.7	73.7	73.8	73.8
Apr	68.1	66.2	66.5	66.8	67.5	68.2	71.1	70.2	68.4	68.8	69.3	71.3
May	69.8	71.9	59.3	68.4	73.2	71.2	72.1	73.3	72.1	72.3	72.5	72.7
Jun	42.0	35.1	35.3	40.5	46.9	65.3	36.2	69.0	69.9	70.2	70.6	69.8
Jul	36.0	38.9	38.4	38.9	39.0	39.0	39.0	39.0	39.0	38.9	74.0	74.4
Aug	66.2	73.9	74.0	74.2	74.4	74.3	73.9	74.2	74.3	74.3	74.4	74.4
Sep	55.8	65.9	66.4	66.8	67.5	67.0	70.4	67.9	68.6	69.2	69.8	67.0
Oct	68.1	66.4	71.6	66.9	67.5	68.2	68.8	69.4	67.9	68.5	69.1	69.8
Nov	62.1	65.7	65.9	65.8	66.3	66.9	66.1	66.6	68.7	69.1	69.5	68.7
Dec	18.2	30.1	31.9	33.6	37.5	39.2	38.1	39.1	39.9	41.9	58.1	73.5
	<b>605.8</b>	<b>640.8</b>	<b>643.7</b>	<b>645.5</b>	<b>691.7</b>	<b>723.5</b>	<b>682.2</b>	<b>720.3</b>	<b>734.7</b>	<b>740.2</b>	<b>806.1</b>	<b>833.4</b>

**NL Surplus Energy**

<b>NL Surplus Energy</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>
Jan	109.8	83.8	87.7	91.1	99.7	132.8	111.7	122.6	129.6	136.4	142.7	146.4
Feb	124.8	130.0	130.9	134.8	132.9	132.9	132.7	137.4	132.9	132.9	132.9	137.7
Mar	145.5	146.9	146.9	147.0	147.0	147.0	147.0	147.0	147.1	147.1	147.1	147.2
Apr	141.9	141.4	141.4	141.5	141.7	141.9	142.4	142.2	141.9	142.0	142.2	142.4
May	146.3	146.8	147.0	147.0	147.1	146.3	147.0	147.0	146.6	146.7	146.8	146.9
Jun	140.8	141.7	141.8	141.9	140.7	140.6	141.8	141.9	142.0	142.0	142.1	141.8
Jul	146.3	122.5	127.3	132.6	147.2	147.2	129.7	147.2	147.2	147.2	147.2	147.2
Aug	146.4	147.2	147.2	147.2	147.2	147.2	147.2	147.2	147.2	147.2	147.2	147.2
Sep	138.0	141.9	142.0	142.0	142.1	142.0	142.4	142.0	142.1	142.2	142.2	141.9
Oct	146.4	145.6	147.1	145.9	146.1	146.3	146.5	146.6	146.2	146.3	146.5	146.6
Nov	134.6	139.0	139.1	139.0	139.3	139.6	139.1	139.3	139.9	140.0	140.2	139.9
Dec	132.4	120.9	126.4	130.6	141.5	145.9	136.5	145.4	146.2	146.5	146.8	146.8
	<b>1653.1</b>	<b>1607.7</b>	<b>1624.8</b>	<b>1640.5</b>	<b>1672.4</b>	<b>1709.7</b>	<b>1664.0</b>	<b>1705.9</b>	<b>1708.8</b>	<b>1716.7</b>	<b>1724.0</b>	<b>1732.0</b>
<b>Total (NB plus NL) GWh</b>	<b>2258.9</b>	<b>2248.4</b>	<b>2268.4</b>	<b>2286.0</b>	<b>2364.1</b>	<b>2433.2</b>	<b>2346.2</b>	<b>2426.2</b>	<b>2443.5</b>	<b>2456.9</b>	<b>2530.0</b>	<b>2565.5</b>

ML Base Load		2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Monthly cost of Total Imports (NB & k\$)													
Jan		13,049	9,445	10,243	10,963	12,601	18,577	14,856	17,281	19,229	20,901	23,475	26,176
Feb		14,756	15,843	16,831	16,133	19,055	19,764	19,387	20,065	21,246	21,547	22,255	23,705
Mar		14,190	14,696	14,991	15,293	15,608	15,928	16,228	16,561	16,899	17,239	17,586	17,942
Apr		12,573	12,681	12,956	13,233	13,545	13,870	14,360	14,572	14,725	15,055	15,394	15,854
May		13,960	14,409	13,600	14,668	15,386	15,520	15,902	16,322	16,539	16,886	17,242	17,603
Jun		11,838	11,413	11,653	12,368	13,221	15,300	12,686	16,223	16,627	16,984	17,368	17,633
Jul		12,810	10,899	11,564	12,370	14,139	14,421	12,815	15,000	15,299	15,598	20,373	20,824
Aug		14,244	15,064	15,369	15,686	16,013	16,328	16,619	16,974	17,315	17,661	18,015	18,370
Sep		11,729	12,802	13,086	13,372	13,691	13,924	14,455	14,544	14,884	15,227	15,576	15,657
Oct		12,358	12,461	13,097	13,005	13,315	13,629	13,949	14,277	14,426	14,763	15,109	15,465
Nov		12,713	13,447	13,732	13,995	14,327	14,674	14,873	15,216	15,710	16,060	16,423	16,666
Dec		12,527	12,493	13,452	14,307	16,112	17,086	16,215	17,682	18,227	18,877	21,395	23,887
<b>Total</b>		<b>\$156,748</b>	<b>\$155,652</b>	<b>\$160,576</b>	<b>\$165,393</b>	<b>\$177,011</b>	<b>\$189,022</b>	<b>\$182,346</b>	<b>\$194,718</b>	<b>\$201,125</b>	<b>\$206,798</b>	<b>\$220,212</b>	<b>\$229,781</b>

## ESAI Q3 2012 Low Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
	2.0%		2.0%	2.0%	2.0%	2.0%
Nov-12	\$2.45	\$0.87	\$3.32	\$29.10	\$31.38	\$26.87
Dec-12	\$2.66	\$1.89	\$4.55	\$42.00	\$49.25	\$36.03
Jan-13	\$2.92	\$3.67	\$6.59	\$66.28	\$80.61	\$52.25
Feb-13	\$2.83	\$2.73	\$5.56	\$46.29	\$49.83	\$43.08
Mar-13	\$2.72	\$0.91	\$3.63	\$30.69	\$33.28	\$28.57
Apr-13	\$2.61	\$0.30	\$2.91	\$25.93	\$28.04	\$23.92
May-13	\$2.73	\$0.31	\$3.03	\$26.58	\$28.61	\$24.58
Jun-13	\$2.84	\$0.31	\$3.16	\$30.19	\$36.47	\$25.16
Jul-13	\$2.96	\$0.32	\$3.28	\$39.09	\$51.98	\$26.47
Aug-13	\$2.87	\$0.33	\$3.20	\$31.53	\$38.03	\$25.70
Sep-13	\$2.77	\$0.32	\$3.09	\$27.54	\$30.18	\$24.98
Oct-13	\$2.78	\$0.32	\$3.11	\$27.65	\$30.25	\$25.06
Nov-13	\$2.93	\$0.41	\$3.34	\$29.37	\$31.82	\$27.11
Dec-13	\$3.11	\$2.10	\$5.20	\$47.86	\$55.74	\$40.78
Jan-14	\$3.35	\$3.96	\$7.31	\$71.42	\$85.48	\$57.67
Feb-14	\$3.34	\$3.29	\$6.63	\$54.31	\$58.19	\$50.77
Mar-14	\$3.22	\$0.73	\$3.95	\$32.67	\$35.27	\$30.53
Apr-14	\$3.06	\$0.23	\$3.29	\$28.56	\$30.80	\$26.42
May-14	\$3.17	\$0.24	\$3.41	\$29.06	\$31.45	\$26.92
Jun-14	\$3.22	\$0.24	\$3.46	\$33.00	\$39.65	\$27.18
Jul-14	\$3.29	\$0.25	\$3.54	\$42.28	\$56.52	\$28.34
Aug-14	\$3.30	\$0.25	\$3.55	\$34.02	\$41.18	\$28.12
Sep-14	\$3.20	\$0.25	\$3.45	\$30.10	\$32.84	\$27.40
Oct-14	\$3.09	\$0.25	\$3.34	\$29.35	\$32.00	\$26.71
Nov-14	\$3.24	\$0.36	\$3.59	\$31.45	\$34.21	\$29.05
Dec-14	\$3.42	\$1.80	\$5.22	\$49.39	\$57.90	\$41.07
Jan-15	\$3.66	\$3.40	\$7.06	\$70.64	\$86.38	\$56.52
Feb-15	\$3.65	\$2.83	\$6.48	\$54.21	\$58.68	\$50.14
Mar-15	\$3.49	\$0.63	\$4.12	\$34.99	\$38.11	\$32.18
Apr-15	\$3.29	\$0.22	\$3.51	\$30.95	\$33.75	\$28.28
May-15	\$3.43	\$0.23	\$3.66	\$31.64	\$34.87	\$28.98
Jun-15	\$3.49	\$0.23	\$3.73	\$36.22	\$43.43	\$29.33
Jul-15	\$3.59	\$0.24	\$3.83	\$42.98	\$55.64	\$30.58
Aug-15	\$3.59	\$0.25	\$3.84	\$35.87	\$42.66	\$30.27
Sep-15	\$3.48	\$0.24	\$3.72	\$32.27	\$35.10	\$29.49
Oct-15	\$3.32	\$0.24	\$3.56	\$31.22	\$33.97	\$28.56
Nov-15	\$3.50	\$0.34	\$3.84	\$34.09	\$37.39	\$31.08
Dec-15	\$3.71	\$1.71	\$5.42	\$50.51	\$58.36	\$42.84
Jan-16	\$3.86	\$3.24	\$7.10	\$71.50	\$88.64	\$57.37
Feb-16	\$3.86	\$2.69	\$6.55	\$55.37	\$60.25	\$50.81
Mar-16	\$3.67	\$0.60	\$4.27	\$36.36	\$39.21	\$33.58
Apr-16	\$3.46	\$0.21	\$3.67	\$32.55	\$35.66	\$29.83
May-16	\$3.63	\$0.22	\$3.85	\$36.66	\$43.32	\$30.67
Jun-16	\$3.70	\$0.22	\$3.93	\$39.19	\$47.49	\$31.24
Jul-16	\$3.82	\$0.23	\$4.04	\$45.66	\$61.55	\$32.57
Aug-16	\$3.82	\$0.23	\$4.05	\$38.42	\$44.82	\$32.15
Sep-16	\$3.67	\$0.23	\$3.90	\$33.97	\$36.80	\$31.16
Oct-16	\$3.48	\$0.23	\$3.71	\$32.70	\$35.53	\$30.02
Nov-16	\$3.68	\$0.32	\$4.01	\$36.59	\$40.54	\$32.76
Dec-16	\$3.91	\$1.63	\$5.54	\$51.86	\$60.29	\$44.29



**ESAI Q3 2012 Low Forecast**

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	MassHub		
				7 X 24	On Peak	Off Peak
Jan-17	\$4.05	\$3.08	\$7.13	\$71.60	\$87.27	\$57.54
Feb-17	\$4.05	\$2.56	\$6.61	\$57.20	\$62.93	\$51.98
Mar-17	\$3.83	\$0.57	\$4.40	\$38.50	\$41.88	\$35.19
Apr-17	\$3.60	\$0.20	\$3.80	\$34.32	\$38.08	\$31.31
May-17	\$3.81	\$0.21	\$4.02	\$34.65	\$37.32	\$32.02
Jun-17	\$3.90	\$0.21	\$4.11	\$38.29	\$44.69	\$32.17
Jul-17	\$4.03	\$0.22	\$4.24	\$44.67	\$57.36	\$34.22
Aug-17	\$4.03	\$0.22	\$4.25	\$41.27	\$48.75	\$33.95
Sep-17	\$3.84	\$0.22	\$4.06	\$35.73	\$38.64	\$32.94
Oct-17	\$3.60	\$0.22	\$3.82	\$33.86	\$36.74	\$31.08
Nov-17	\$3.84	\$0.31	\$4.15	\$36.72	\$39.58	\$33.95
Dec-17	\$4.08	\$1.55	\$5.64	\$52.22	\$60.54	\$45.37
Jan-18	\$4.21	\$2.93	\$7.14	\$71.58	\$85.39	\$58.07
Feb-18	\$4.21	\$2.44	\$6.64	\$56.99	\$62.10	\$52.36
Mar-18	\$3.96	\$0.54	\$4.50	\$38.94	\$42.23	\$36.00
Apr-18	\$3.71	\$0.19	\$3.90	\$35.16	\$38.74	\$32.03
May-18	\$3.96	\$0.20	\$4.16	\$36.07	\$39.10	\$33.10
Jun-18	\$4.06	\$0.20	\$4.26	\$39.27	\$45.99	\$33.39
Jul-18	\$4.21	\$0.21	\$4.41	\$46.42	\$58.52	\$35.56
Aug-18	\$4.21	\$0.21	\$4.42	\$41.66	\$48.26	\$35.20
Sep-18	\$3.96	\$0.21	\$4.17	\$36.53	\$39.56	\$33.70
Oct-18	\$3.71	\$0.21	\$3.92	\$34.79	\$37.68	\$31.92
Nov-18	\$3.96	\$0.29	\$4.25	\$37.66	\$40.55	\$34.86
Dec-18	\$4.21	\$1.48	\$5.68	\$52.45	\$60.45	\$45.87
Jan-19	\$4.33	\$2.79	\$7.12	\$72.42	\$86.75	\$58.41
Feb-19	\$4.33	\$2.32	\$6.65	\$57.30	\$62.43	\$52.64
Mar-19	\$4.08	\$0.52	\$4.59	\$39.86	\$43.51	\$36.86
Apr-19	\$3.82	\$0.18	\$4.00	\$36.49	\$40.22	\$32.92
May-19	\$4.08	\$0.19	\$4.27	\$37.47	\$40.92	\$34.09
Jun-19	\$4.18	\$0.19	\$4.37	\$40.41	\$47.81	\$34.49
Jul-19	\$4.33	\$0.20	\$4.53	\$48.87	\$61.33	\$36.68
Aug-19	\$4.33	\$0.20	\$4.53	\$42.38	\$49.17	\$36.28
Sep-19	\$4.08	\$0.20	\$4.27	\$37.49	\$40.59	\$34.52
Oct-19	\$3.82	\$0.20	\$4.02	\$35.78	\$38.68	\$32.89
Nov-19	\$4.08	\$0.29	\$4.37	\$38.89	\$42.00	\$36.05
Dec-19	\$4.33	\$1.49	\$5.82	\$54.38	\$62.41	\$47.18
Jan-20	\$4.46	\$2.82	\$7.28	\$75.16	\$90.18	\$60.47
Feb-20	\$4.46	\$2.34	\$6.80	\$59.19	\$64.61	\$54.58
Mar-20	\$4.20	\$0.52	\$4.72	\$41.93	\$45.69	\$38.56
Apr-20	\$3.94	\$0.18	\$4.12	\$38.18	\$41.97	\$34.55
May-20	\$4.20	\$0.19	\$4.39	\$39.31	\$43.38	\$35.96
Jun-20	\$4.31	\$0.19	\$4.50	\$44.06	\$51.88	\$36.58
Jul-20	\$4.46	\$0.20	\$4.66	\$50.75	\$63.32	\$38.44
Aug-20	\$4.46	\$0.20	\$4.66	\$43.70	\$50.71	\$37.91
Sep-20	\$4.20	\$0.20	\$4.40	\$39.13	\$42.17	\$36.12
Oct-20	\$3.94	\$0.20	\$4.14	\$37.31	\$40.22	\$34.50
Nov-20	\$4.20	\$0.30	\$4.50	\$41.16	\$44.87	\$37.78
Dec-20	\$4.46	\$1.51	\$5.97	\$57.09	\$65.40	\$48.95
Jan-21	\$4.60	\$2.85	\$7.44	\$75.60	\$92.27	\$61.88
Feb-21	\$4.60	\$2.36	\$6.96	\$60.86	\$66.68	\$55.57
Mar-21	\$4.33	\$0.53	\$4.85	\$43.26	\$47.08	\$39.52
Apr-21	\$4.06	\$0.18	\$4.24	\$39.36	\$43.44	\$35.46
May-21	\$4.33	\$0.19	\$4.52	\$41.08	\$46.06	\$36.99
Jun-21	\$4.43	\$0.19	\$4.63	\$45.26	\$53.11	\$37.76
Jul-21	\$4.60	\$0.20	\$4.80	\$51.24	\$64.33	\$39.49
Aug-21	\$4.60	\$0.20	\$4.80	\$44.76	\$51.26	\$38.93
Sep-21	\$4.33	\$0.20	\$4.53	\$40.03	\$43.02	\$37.09
Oct-21	\$4.06	\$0.20	\$4.26	\$38.18	\$41.12	\$35.41
Nov-21	\$4.33	\$0.30	\$4.63	\$42.55	\$46.45	\$38.78
Dec-21	\$4.60	\$1.52	\$6.12	\$58.37	\$66.70	\$50.22

## ESAI Q3 2012 Low Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	MassHub		
				7 X 24	On Peak	Off Peak
Jan-22	\$4.73	\$2.88	\$7.61	\$78.10	\$95.16	\$64.06
Feb-22	\$4.73	\$2.39	\$7.12	\$63.09	\$69.01	\$57.71
Mar-22	\$4.46	\$0.53	\$4.99	\$45.09	\$48.87	\$41.39
Apr-22	\$4.18	\$0.19	\$4.36	\$41.30	\$46.06	\$37.14
May-22	\$4.46	\$0.19	\$4.65	\$44.93	\$51.73	\$38.82
Jun-22	\$4.57	\$0.20	\$4.76	\$47.01	\$54.75	\$39.62
Jul-22	\$4.73	\$0.20	\$4.94	\$52.78	\$66.67	\$41.35
Aug-22	\$4.73	\$0.21	\$4.94	\$46.44	\$52.17	\$40.82
Sep-22	\$4.46	\$0.20	\$4.66	\$41.71	\$44.65	\$38.81
Oct-22	\$4.18	\$0.20	\$4.38	\$39.83	\$42.81	\$37.03
Nov-22	\$4.46	\$0.30	\$4.76	\$44.54	\$48.71	\$40.52
Dec-22	\$4.73	\$1.54	\$6.27	\$60.43	\$69.35	\$52.41
Jan-23	\$4.83	\$2.93	\$7.76	\$79.67	\$97.06	\$65.34
Feb-23	\$4.83	\$2.44	\$7.27	\$64.35	\$70.39	\$58.87
Mar-23	\$4.55	\$0.54	\$5.09	\$45.99	\$49.84	\$42.22
Apr-23	\$4.26	\$0.19	\$4.45	\$42.12	\$46.98	\$37.88
May-23	\$4.55	\$0.20	\$4.74	\$45.82	\$52.76	\$39.59
Jun-23	\$4.66	\$0.20	\$4.86	\$47.95	\$55.84	\$40.41
Jul-23	\$4.83	\$0.21	\$5.03	\$53.84	\$68.00	\$42.17
Aug-23	\$4.83	\$0.21	\$5.04	\$47.37	\$53.22	\$41.64
Sep-23	\$4.55	\$0.21	\$4.75	\$42.55	\$45.55	\$39.58
Oct-23	\$4.26	\$0.21	\$4.47	\$40.63	\$43.67	\$37.77
Nov-23	\$4.55	\$0.31	\$4.86	\$45.44	\$49.68	\$41.33
Dec-23	\$4.83	\$1.57	\$6.40	\$61.63	\$70.74	\$53.46
Jan-24	\$4.93	\$2.99	\$7.92	\$81.26	\$99.00	\$66.65
Feb-24	\$4.93	\$2.49	\$7.41	\$65.64	\$71.80	\$60.04
Mar-24	\$4.64	\$0.55	\$5.19	\$46.91	\$50.84	\$43.06
Apr-24	\$4.35	\$0.19	\$4.54	\$42.97	\$47.92	\$38.64
May-24	\$4.64	\$0.20	\$4.84	\$46.74	\$53.82	\$40.38
Jun-24	\$4.75	\$0.20	\$4.96	\$48.91	\$56.96	\$41.22
Jul-24	\$4.93	\$0.21	\$5.14	\$54.92	\$69.37	\$43.02
Aug-24	\$4.93	\$0.21	\$5.14	\$48.31	\$54.28	\$42.47
Sep-24	\$4.64	\$0.21	\$4.85	\$43.40	\$46.46	\$40.38
Oct-24	\$4.35	\$0.21	\$4.56	\$41.44	\$44.54	\$38.52
Nov-24	\$4.64	\$0.32	\$4.95	\$46.34	\$50.67	\$42.16
Dec-24	\$4.93	\$1.60	\$6.52	\$62.87	\$72.16	\$54.53
Jan-25	\$5.02	\$3.05	\$8.08	\$82.88	\$100.98	\$67.98
Feb-25	\$5.02	\$2.53	\$7.56	\$66.95	\$73.24	\$61.25
Mar-25	\$4.73	\$0.56	\$5.29	\$47.85	\$51.86	\$43.92
Apr-25	\$4.43	\$0.20	\$4.63	\$43.83	\$48.88	\$39.41
May-25	\$4.73	\$0.21	\$4.93	\$47.68	\$54.89	\$41.19
Jun-25	\$4.85	\$0.21	\$5.06	\$49.89	\$58.10	\$42.04
Jul-25	\$5.02	\$0.21	\$5.24	\$56.01	\$70.75	\$43.88
Aug-25	\$5.02	\$0.22	\$5.24	\$49.28	\$55.37	\$43.32
Sep-25	\$4.73	\$0.22	\$4.94	\$44.26	\$47.39	\$41.18
Oct-25	\$4.43	\$0.22	\$4.65	\$42.27	\$45.43	\$39.29
Nov-25	\$4.73	\$0.32	\$5.05	\$47.27	\$51.69	\$43.00
Dec-25	\$5.02	\$1.63	\$6.66	\$64.12	\$73.60	\$55.62
Jan-26	\$5.12	\$3.11	\$8.24	\$84.54	\$103.00	\$69.34
Feb-26	\$5.12	\$2.59	\$7.71	\$68.29	\$74.70	\$62.47
Mar-26	\$4.82	\$0.57	\$5.40	\$48.80	\$52.89	\$44.80
Apr-26	\$4.52	\$0.20	\$4.72	\$44.70	\$49.85	\$40.20
May-26	\$4.82	\$0.21	\$5.03	\$48.63	\$55.99	\$42.02
Jun-26	\$4.94	\$0.21	\$5.16	\$50.89	\$59.26	\$42.88
Jul-26	\$5.12	\$0.22	\$5.34	\$57.13	\$72.17	\$44.75
Aug-26	\$5.12	\$0.22	\$5.35	\$50.27	\$56.47	\$44.19
Sep-26	\$4.82	\$0.22	\$5.04	\$45.15	\$48.33	\$42.01
Oct-26	\$4.52	\$0.22	\$4.74	\$43.12	\$46.34	\$40.08
Nov-26	\$4.82	\$0.33	\$5.15	\$48.22	\$52.72	\$43.86
Dec-26	\$5.12	\$1.66	\$6.79	\$65.41	\$75.07	\$56.73

## ESAI Q3 2012 Low Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	MassHub		
				7 X 24	On Peak	Off Peak
Jan-27	\$5.23	\$3.18	\$8.40	\$86.23	\$105.06	\$70.73
Feb-27	\$5.23	\$2.64	\$7.86	\$69.66	\$76.20	\$63.72
Mar-27	\$4.92	\$0.59	\$5.51	\$49.78	\$53.95	\$45.70
Apr-27	\$4.61	\$0.20	\$4.82	\$45.60	\$50.85	\$41.00
May-27	\$4.92	\$0.21	\$5.13	\$49.60	\$57.11	\$42.86
Jun-27	\$5.04	\$0.22	\$5.26	\$51.91	\$60.45	\$43.74
Jul-27	\$5.23	\$0.22	\$5.45	\$58.28	\$73.61	\$45.65
Aug-27	\$5.23	\$0.23	\$5.45	\$51.27	\$57.60	\$45.07
Sep-27	\$4.92	\$0.22	\$5.14	\$46.05	\$49.30	\$42.85
Oct-27	\$4.61	\$0.22	\$4.84	\$43.98	\$47.27	\$40.88
Nov-27	\$4.92	\$0.34	\$5.26	\$49.18	\$53.77	\$44.74
Dec-27	\$5.23	\$1.70	\$6.92	\$66.72	\$76.57	\$57.86
Jan-28	\$5.33	\$3.24	\$8.57	\$87.96	\$107.16	\$72.14
Feb-28	\$5.33	\$2.69	\$8.02	\$71.05	\$77.72	\$64.99
Mar-28	\$5.02	\$0.60	\$5.62	\$50.77	\$55.03	\$46.61
Apr-28	\$4.70	\$0.21	\$4.91	\$46.51	\$51.87	\$41.82
May-28	\$5.02	\$0.22	\$5.24	\$50.59	\$58.25	\$43.71
Jun-28	\$5.14	\$0.22	\$5.36	\$52.95	\$61.66	\$44.61
Jul-28	\$5.33	\$0.23	\$5.56	\$59.44	\$75.08	\$46.56
Aug-28	\$5.33	\$0.23	\$5.56	\$52.30	\$58.75	\$45.97
Sep-28	\$5.02	\$0.23	\$5.25	\$46.97	\$50.29	\$43.70
Oct-28	\$4.70	\$0.23	\$4.93	\$44.86	\$48.21	\$41.70
Nov-28	\$5.02	\$0.34	\$5.36	\$50.16	\$54.85	\$45.63
Dec-28	\$5.33	\$1.73	\$7.06	\$68.05	\$78.10	\$59.02
Jan-29	\$5.44	\$3.30	\$8.74	\$89.72	\$109.30	\$73.58
Feb-29	\$5.44	\$2.74	\$8.18	\$72.47	\$79.27	\$66.29
Mar-29	\$5.12	\$0.61	\$5.73	\$51.79	\$56.13	\$47.54
Apr-29	\$4.80	\$0.21	\$5.01	\$47.44	\$52.90	\$42.66
May-29	\$5.12	\$0.22	\$5.34	\$51.61	\$59.42	\$44.59
Jun-29	\$5.25	\$0.23	\$5.47	\$54.00	\$62.89	\$45.51
Jul-29	\$5.44	\$0.23	\$5.67	\$60.63	\$76.58	\$47.49
Aug-29	\$5.44	\$0.24	\$5.68	\$53.34	\$59.93	\$46.89
Sep-29	\$5.12	\$0.23	\$5.35	\$47.91	\$51.29	\$44.58
Oct-29	\$4.80	\$0.23	\$5.03	\$45.76	\$49.18	\$42.53
Nov-29	\$5.12	\$0.35	\$5.47	\$51.17	\$55.95	\$46.55
Dec-29	\$5.44	\$1.77	\$7.20	\$69.41	\$79.67	\$60.20
Jan-30	\$5.55	\$3.37	\$8.92	\$91.51	\$111.49	\$75.06
Feb-30	\$5.55	\$2.80	\$8.35	\$73.92	\$80.86	\$67.62
Mar-30	\$5.22	\$0.62	\$5.84	\$52.83	\$57.25	\$48.49
Apr-30	\$4.89	\$0.22	\$5.11	\$48.39	\$53.96	\$43.51
May-30	\$5.22	\$0.23	\$5.45	\$52.64	\$60.61	\$45.48
Jun-30	\$5.35	\$0.23	\$5.58	\$55.08	\$64.15	\$46.42
Jul-30	\$5.55	\$0.24	\$5.78	\$61.84	\$78.12	\$48.44
Aug-30	\$5.55	\$0.24	\$5.79	\$54.41	\$61.13	\$47.83
Sep-30	\$5.22	\$0.24	\$5.46	\$48.87	\$52.32	\$45.47
Oct-30	\$4.89	\$0.24	\$5.13	\$46.67	\$50.16	\$43.38
Nov-30	\$5.22	\$0.36	\$5.58	\$52.19	\$57.07	\$47.48
Dec-30	\$5.55	\$1.80	\$7.35	\$70.80	\$81.26	\$61.41
Jan-31	\$5.66	\$3.44	\$9.10	\$93.34	\$113.72	\$76.56
Feb-31	\$5.66	\$2.85	\$8.51	\$75.40	\$82.48	\$68.97
Mar-31	\$5.33	\$0.63	\$5.96	\$53.88	\$58.40	\$49.46
Apr-31	\$4.99	\$0.22	\$5.21	\$49.36	\$55.04	\$44.38
May-31	\$5.33	\$0.23	\$5.56	\$53.69	\$61.82	\$46.39
Jun-31	\$5.46	\$0.23	\$5.69	\$56.19	\$65.43	\$47.34
Jul-31	\$5.66	\$0.24	\$5.90	\$63.08	\$79.68	\$49.41
Aug-31	\$5.66	\$0.25	\$5.90	\$55.50	\$62.35	\$48.79
Sep-31	\$5.33	\$0.24	\$5.57	\$49.85	\$53.36	\$46.38
Oct-31	\$4.99	\$0.24	\$5.23	\$47.60	\$51.17	\$44.25
Nov-31	\$5.33	\$0.36	\$5.69	\$53.23	\$58.21	\$48.43
Dec-31	\$5.66	\$1.84	\$7.49	\$72.21	\$82.88	\$62.63

## ESAI Q3 2012 Low Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	MassHub		
				7 X 24	On Peak	Off Peak
Jan-32	\$5.77	\$3.51	\$9.28	\$95.21	\$115.99	\$78.09
Feb-32	\$5.77	\$2.91	\$8.68	\$76.91	\$84.13	\$70.35
Mar-32	\$5.43	\$0.65	\$6.08	\$54.96	\$59.57	\$50.45
Apr-32	\$5.09	\$0.23	\$5.32	\$50.34	\$56.14	\$45.27
May-32	\$5.43	\$0.24	\$5.67	\$54.76	\$63.06	\$47.32
Jun-32	\$5.57	\$0.24	\$5.81	\$57.31	\$66.74	\$48.29
Jul-32	\$5.77	\$0.25	\$6.02	\$64.34	\$81.27	\$50.40
Aug-32	\$5.77	\$0.25	\$6.02	\$56.61	\$63.60	\$49.76
Sep-32	\$5.43	\$0.25	\$5.68	\$50.85	\$54.43	\$47.31
Oct-32	\$5.09	\$0.25	\$5.34	\$48.56	\$52.19	\$45.14
Nov-32	\$5.43	\$0.37	\$5.80	\$54.30	\$59.37	\$49.40
Dec-32	\$5.77	\$1.87	\$7.64	\$73.66	\$84.54	\$63.89
Jan-33	\$5.89	\$3.58	\$9.46	\$97.11	\$118.31	\$79.65
Feb-33	\$5.89	\$2.97	\$8.86	\$78.45	\$85.81	\$71.76
Mar-33	\$5.54	\$0.66	\$6.20	\$56.06	\$60.76	\$51.46
Apr-33	\$5.19	\$0.23	\$5.42	\$51.35	\$57.27	\$46.17
May-33	\$5.54	\$0.24	\$5.78	\$55.86	\$64.32	\$48.26
Jun-33	\$5.68	\$0.24	\$5.92	\$58.46	\$68.07	\$49.26
Jul-33	\$5.89	\$0.25	\$6.14	\$65.63	\$82.90	\$51.41
Aug-33	\$5.89	\$0.26	\$6.14	\$57.74	\$64.87	\$50.76
Sep-33	\$5.54	\$0.25	\$5.79	\$51.86	\$55.52	\$48.25
Oct-33	\$5.19	\$0.25	\$5.45	\$49.53	\$53.23	\$46.04
Nov-33	\$5.54	\$0.38	\$5.92	\$55.39	\$60.56	\$50.38
Dec-33	\$5.89	\$1.91	\$7.80	\$75.13	\$86.23	\$65.16
Jan-34	\$6.00	\$3.65	\$9.65	\$99.05	\$120.68	\$81.24
Feb-34	\$6.00	\$3.03	\$9.03	\$80.02	\$87.52	\$73.19
Mar-34	\$5.65	\$0.67	\$6.32	\$57.18	\$61.97	\$52.49
Apr-34	\$5.30	\$0.24	\$5.53	\$52.38	\$58.41	\$47.10
May-34	\$5.65	\$0.25	\$5.90	\$56.98	\$65.60	\$49.23
Jun-34	\$5.79	\$0.25	\$6.04	\$59.63	\$69.44	\$50.24
Jul-34	\$6.00	\$0.26	\$6.26	\$66.94	\$84.56	\$52.44
Aug-34	\$6.00	\$0.26	\$6.27	\$58.89	\$66.17	\$51.77
Sep-34	\$5.65	\$0.26	\$5.91	\$52.90	\$56.63	\$49.22
Oct-34	\$5.30	\$0.26	\$5.56	\$50.52	\$54.30	\$46.96
Nov-34	\$5.65	\$0.39	\$6.04	\$56.49	\$61.77	\$51.39
Dec-34	\$6.00	\$1.95	\$7.95	\$76.64	\$87.96	\$66.47
Jan-35	\$6.12	\$3.72	\$9.84	\$101.03	\$123.09	\$82.87
Feb-35	\$6.12	\$3.09	\$9.21	\$81.62	\$89.28	\$74.66
Mar-35	\$5.76	\$0.69	\$6.45	\$58.32	\$63.21	\$53.54
Apr-35	\$5.40	\$0.24	\$5.64	\$53.42	\$59.58	\$48.04
May-35	\$5.76	\$0.25	\$6.01	\$58.12	\$66.92	\$50.21
Jun-35	\$5.91	\$0.25	\$6.16	\$60.82	\$70.82	\$51.25
Jul-35	\$6.12	\$0.26	\$6.38	\$68.28	\$86.25	\$53.49
Aug-35	\$6.12	\$0.27	\$6.39	\$60.07	\$67.49	\$52.81
Sep-35	\$5.76	\$0.26	\$6.03	\$53.96	\$57.76	\$50.20
Oct-35	\$5.40	\$0.26	\$5.67	\$51.53	\$55.38	\$47.90
Nov-35	\$5.76	\$0.39	\$6.16	\$57.62	\$63.01	\$52.42
Dec-35	\$6.12	\$1.99	\$8.11	\$78.17	\$89.72	\$67.80
Jan-36	\$6.25	\$3.79	\$10.04	\$103.06	\$125.56	\$84.52
Feb-36	\$6.25	\$3.15	\$9.40	\$83.25	\$91.06	\$76.15
Mar-36	\$5.88	\$0.70	\$6.58	\$59.49	\$64.48	\$54.61
Apr-36	\$5.51	\$0.24	\$5.76	\$54.49	\$60.77	\$49.00
May-36	\$5.88	\$0.26	\$6.14	\$59.28	\$68.25	\$51.22
Jun-36	\$6.03	\$0.26	\$6.29	\$62.03	\$72.24	\$52.27
Jul-36	\$6.25	\$0.27	\$6.51	\$69.65	\$87.97	\$54.56
Aug-36	\$6.25	\$0.27	\$6.52	\$61.27	\$68.84	\$53.87
Sep-36	\$5.88	\$0.27	\$6.15	\$55.04	\$58.92	\$51.21
Oct-36	\$5.51	\$0.27	\$5.78	\$52.56	\$56.49	\$48.86
Nov-36	\$5.88	\$0.40	\$6.28	\$58.78	\$64.27	\$53.47
Dec-36	\$6.25	\$2.03	\$8.27	\$79.73	\$91.51	\$69.15

## ESAI Q3 2012 Low Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub On Peak	Off Peak
Jan-37	\$6.37	\$3.87	\$10.24	\$105.12	\$128.07	\$86.21
Feb-37	\$6.37	\$3.21	\$9.59	\$84.91	\$92.88	\$77.67
Mar-37	\$6.00	\$0.71	\$6.71	\$60.68	\$65.77	\$55.70
Apr-37	\$5.62	\$0.25	\$5.87	\$55.58	\$61.99	\$49.98
May-37	\$6.00	\$0.26	\$6.26	\$60.46	\$69.62	\$52.24
Jun-37	\$6.15	\$0.26	\$6.41	\$63.27	\$73.69	\$53.32
Jul-37	\$6.37	\$0.27	\$6.64	\$71.04	\$89.73	\$55.65
Aug-37	\$6.37	\$0.28	\$6.65	\$62.50	\$70.22	\$54.94
Sep-37	\$6.00	\$0.27	\$6.27	\$56.14	\$60.10	\$52.23
Oct-37	\$5.62	\$0.27	\$5.90	\$53.61	\$57.62	\$49.83
Nov-37	\$6.00	\$0.41	\$6.41	\$59.95	\$65.55	\$54.54
Dec-37	\$6.37	\$2.07	\$8.44	\$81.33	\$93.34	\$70.54
Jan-38	\$6.50	\$3.95	\$10.45	\$107.22	\$130.63	\$87.94
Feb-38	\$6.50	\$3.28	\$9.78	\$86.61	\$94.74	\$79.23
Mar-38	\$6.12	\$0.73	\$6.85	\$61.89	\$67.08	\$56.82
Apr-38	\$5.73	\$0.25	\$5.99	\$56.69	\$63.23	\$50.98
May-38	\$6.12	\$0.27	\$6.38	\$61.67	\$71.01	\$53.29
Jun-38	\$6.27	\$0.27	\$6.54	\$64.54	\$75.16	\$54.38
Jul-38	\$6.50	\$0.28	\$6.78	\$72.46	\$91.53	\$56.76
Aug-38	\$6.50	\$0.28	\$6.78	\$63.75	\$71.62	\$56.04
Sep-38	\$6.12	\$0.28	\$6.40	\$57.26	\$61.30	\$53.28
Oct-38	\$5.73	\$0.28	\$6.01	\$54.68	\$58.77	\$50.83
Nov-38	\$6.12	\$0.42	\$6.53	\$61.15	\$66.86	\$55.63
Dec-38	\$6.50	\$2.11	\$8.61	\$82.95	\$95.21	\$71.95
Jan-39	\$6.63	\$4.03	\$10.66	\$109.36	\$133.24	\$89.70
Feb-39	\$6.63	\$3.34	\$9.97	\$88.34	\$96.63	\$80.81
Mar-39	\$6.24	\$0.74	\$6.98	\$63.13	\$68.42	\$57.95
Apr-39	\$5.85	\$0.26	\$6.11	\$57.83	\$64.49	\$52.00
May-39	\$6.24	\$0.27	\$6.51	\$62.91	\$72.43	\$54.35
Jun-39	\$6.40	\$0.27	\$6.67	\$65.83	\$76.66	\$55.47
Jul-39	\$6.63	\$0.28	\$6.91	\$73.91	\$93.36	\$57.90
Aug-39	\$6.63	\$0.29	\$6.92	\$65.02	\$73.05	\$57.16
Sep-39	\$6.24	\$0.28	\$6.52	\$58.41	\$62.52	\$54.34
Oct-39	\$5.85	\$0.28	\$6.13	\$55.78	\$59.95	\$51.85
Nov-39	\$6.24	\$0.43	\$6.67	\$62.37	\$68.20	\$56.74
Dec-39	\$6.63	\$2.15	\$8.78	\$84.61	\$97.11	\$73.39
Jan-40	\$6.76	\$4.11	\$10.87	\$111.55	\$135.90	\$91.49
Feb-40	\$6.76	\$3.41	\$10.17	\$90.11	\$98.57	\$82.43
Mar-40	\$6.36	\$0.76	\$7.12	\$64.39	\$69.79	\$59.11
Apr-40	\$5.97	\$0.26	\$6.23	\$58.98	\$65.78	\$53.04
May-40	\$6.36	\$0.28	\$6.64	\$64.16	\$73.88	\$55.44
Jun-40	\$6.52	\$0.28	\$6.80	\$67.15	\$78.20	\$56.58
Jul-40	\$6.76	\$0.29	\$7.05	\$75.39	\$95.22	\$59.05
Aug-40	\$6.76	\$0.29	\$7.06	\$66.32	\$74.51	\$58.31
Sep-40	\$6.36	\$0.29	\$6.65	\$59.57	\$63.78	\$55.43
Oct-40	\$5.97	\$0.29	\$6.26	\$56.89	\$61.15	\$52.88
Nov-40	\$6.36	\$0.43	\$6.80	\$63.62	\$69.56	\$57.87
Dec-40	\$6.76	\$2.19	\$8.96	\$86.30	\$99.05	\$74.85

## ESAI Q3 2012 Base Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
	2.0%		2.0%	2.0%	2.0%	2.0%
Nov-12	\$3.07	\$1.09	\$4.15	\$35.25	\$37.85	\$32.71
Dec-12	\$3.33	\$2.37	\$5.69	\$51.51	\$60.38	\$44.21
Jan-13	\$3.65	\$4.59	\$8.23	\$81.46	\$98.77	\$64.52
Feb-13	\$3.53	\$3.42	\$6.95	\$56.96	\$61.30	\$53.01
Mar-13	\$3.40	\$1.14	\$4.54	\$37.13	\$40.72	\$34.17
Apr-13	\$3.27	\$0.37	\$3.64	\$31.14	\$33.84	\$28.56
May-13	\$3.41	\$0.39	\$3.79	\$31.83	\$34.65	\$29.06
Jun-13	\$3.55	\$0.39	\$3.94	\$36.14	\$44.41	\$29.52
Jul-13	\$3.70	\$0.40	\$4.10	\$47.48	\$63.41	\$31.90
Aug-13	\$3.59	\$0.41	\$4.00	\$38.05	\$46.12	\$30.80
Sep-13	\$3.46	\$0.41	\$3.87	\$32.91	\$35.91	\$30.03
Oct-13	\$3.48	\$0.41	\$3.88	\$33.08	\$36.01	\$30.17
Nov-13	\$3.66	\$0.52	\$4.18	\$35.57	\$38.34	\$33.02
Dec-13	\$3.88	\$2.62	\$6.50	\$58.72	\$68.28	\$50.13
Jan-14	\$4.18	\$4.96	\$9.14	\$87.80	\$104.68	\$71.29
Feb-14	\$4.18	\$4.12	\$8.29	\$66.98	\$71.78	\$62.62
Mar-14	\$4.02	\$0.92	\$4.94	\$39.54	\$43.19	\$36.53
Apr-14	\$3.83	\$0.29	\$4.11	\$34.49	\$37.52	\$31.59
May-14	\$3.96	\$0.30	\$4.26	\$34.95	\$38.38	\$31.87
Jun-14	\$4.02	\$0.30	\$4.32	\$39.79	\$48.43	\$32.23
Jul-14	\$4.11	\$0.31	\$4.42	\$51.62	\$69.35	\$34.28
Aug-14	\$4.12	\$0.32	\$4.44	\$41.22	\$50.21	\$33.81
Sep-14	\$4.00	\$0.31	\$4.31	\$36.14	\$39.25	\$33.08
Oct-14	\$3.86	\$0.31	\$4.17	\$35.23	\$38.20	\$32.28
Nov-14	\$4.05	\$0.44	\$4.49	\$38.22	\$41.38	\$35.49
Dec-14	\$4.27	\$2.25	\$6.52	\$60.67	\$71.05	\$50.51
Jan-15	\$4.57	\$4.26	\$8.83	\$86.78	\$105.73	\$69.76
Feb-15	\$4.56	\$3.53	\$8.10	\$66.78	\$72.25	\$61.80
Mar-15	\$4.36	\$0.79	\$5.15	\$42.47	\$46.64	\$38.73
Apr-15	\$4.11	\$0.28	\$4.39	\$37.46	\$41.12	\$33.95
May-15	\$4.29	\$0.29	\$4.58	\$38.11	\$42.55	\$34.45
Jun-15	\$4.37	\$0.29	\$4.66	\$43.77	\$53.08	\$34.87
Jul-15	\$4.48	\$0.30	\$4.78	\$52.40	\$68.13	\$37.02
Aug-15	\$4.49	\$0.31	\$4.80	\$43.47	\$52.11	\$36.37
Sep-15	\$4.35	\$0.30	\$4.65	\$38.78	\$42.02	\$35.59
Oct-15	\$4.15	\$0.30	\$4.46	\$37.48	\$40.59	\$34.47
Nov-15	\$4.38	\$0.42	\$4.80	\$41.44	\$45.25	\$37.97
Dec-15	\$4.63	\$2.14	\$6.77	\$62.04	\$71.65	\$52.65
Jan-16	\$4.83	\$4.05	\$8.88	\$87.84	\$108.64	\$70.71
Feb-16	\$4.82	\$3.36	\$8.19	\$68.08	\$74.10	\$62.47
Mar-16	\$4.59	\$0.75	\$5.34	\$44.05	\$47.92	\$40.26
Apr-16	\$4.32	\$0.26	\$4.58	\$39.28	\$43.35	\$35.72
May-16	\$4.54	\$0.27	\$4.81	\$44.15	\$52.79	\$36.39
Jun-16	\$4.63	\$0.28	\$4.91	\$47.28	\$57.83	\$37.19
Jul-16	\$4.77	\$0.29	\$5.05	\$55.53	\$75.19	\$39.33
Aug-16	\$4.77	\$0.29	\$5.07	\$46.59	\$54.77	\$38.59
Sep-16	\$4.59	\$0.29	\$4.88	\$40.78	\$44.05	\$37.56
Oct-16	\$4.35	\$0.29	\$4.63	\$39.20	\$42.44	\$36.19
Nov-16	\$4.61	\$0.40	\$5.01	\$44.44	\$49.03	\$40.00
Dec-16	\$4.88	\$2.04	\$6.92	\$63.62	\$73.94	\$54.34

## ESAI Q3 2012 Base Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub On Peak	Off Peak
Jan-17	\$5.06	\$3.85	\$8.92	\$87.85	\$106.92	\$70.73
Feb-17	\$5.06	\$3.20	\$8.26	\$70.23	\$77.22	\$63.87
Mar-17	\$4.79	\$0.71	\$5.50	\$46.67	\$51.09	\$42.34
Apr-17	\$4.50	\$0.25	\$4.75	\$41.36	\$46.18	\$37.49
May-17	\$4.76	\$0.26	\$5.03	\$41.57	\$45.48	\$37.74
Jun-17	\$4.87	\$0.26	\$5.13	\$45.82	\$54.36	\$37.64
Jul-17	\$5.03	\$0.27	\$5.30	\$54.11	\$69.85	\$41.15
Aug-17	\$5.03	\$0.28	\$5.31	\$49.99	\$59.46	\$40.72
Sep-17	\$4.80	\$0.27	\$5.08	\$42.89	\$46.23	\$39.72
Oct-17	\$4.50	\$0.27	\$4.78	\$40.43	\$43.84	\$37.17
Nov-17	\$4.80	\$0.38	\$5.19	\$44.49	\$47.77	\$41.31
Dec-17	\$5.11	\$1.94	\$7.04	\$63.98	\$74.18	\$55.58
Jan-18	\$5.26	\$3.67	\$8.92	\$87.86	\$104.65	\$71.43
Feb-18	\$5.26	\$3.05	\$8.30	\$69.93	\$76.17	\$64.25
Mar-18	\$4.95	\$0.68	\$5.63	\$47.01	\$51.45	\$43.04
Apr-18	\$4.64	\$0.24	\$4.88	\$42.27	\$46.96	\$38.15
May-18	\$4.95	\$0.25	\$5.20	\$43.22	\$47.60	\$38.94
Jun-18	\$5.07	\$0.25	\$5.32	\$46.85	\$55.88	\$38.94
Jul-18	\$5.26	\$0.26	\$5.52	\$56.28	\$71.31	\$42.78
Aug-18	\$5.26	\$0.26	\$5.52	\$50.41	\$58.82	\$42.17
Sep-18	\$4.95	\$0.26	\$5.21	\$43.73	\$47.33	\$40.44
Oct-18	\$4.64	\$0.26	\$4.90	\$41.55	\$44.96	\$38.16
Nov-18	\$4.95	\$0.37	\$5.31	\$45.59	\$48.93	\$42.36
Dec-18	\$5.26	\$1.85	\$7.10	\$64.23	\$74.04	\$56.15
Jan-19	\$5.42	\$3.49	\$8.91	\$88.79	\$106.18	\$71.78
Feb-19	\$5.42	\$2.90	\$8.31	\$70.23	\$76.48	\$64.55
Mar-19	\$5.10	\$0.64	\$5.74	\$48.04	\$52.98	\$43.97
Apr-19	\$4.78	\$0.23	\$5.00	\$43.81	\$48.70	\$39.13
May-19	\$5.10	\$0.23	\$5.33	\$44.83	\$49.75	\$40.02
Jun-19	\$5.22	\$0.24	\$5.46	\$48.21	\$58.08	\$40.31
Jul-19	\$5.42	\$0.24	\$5.66	\$59.31	\$74.80	\$44.15
Aug-19	\$5.42	\$0.25	\$5.67	\$51.23	\$59.90	\$43.44
Sep-19	\$5.10	\$0.25	\$5.34	\$44.83	\$48.57	\$41.31
Oct-19	\$4.78	\$0.25	\$5.02	\$42.76	\$46.15	\$39.40
Nov-19	\$5.10	\$0.37	\$5.47	\$47.07	\$50.65	\$43.81
Dec-19	\$5.42	\$1.86	\$7.28	\$66.55	\$76.40	\$57.71
Jan-20	\$5.58	\$3.52	\$9.10	\$92.04	\$110.28	\$74.19
Feb-20	\$5.58	\$2.93	\$8.51	\$72.46	\$79.06	\$66.85
Mar-20	\$5.25	\$0.65	\$5.90	\$50.54	\$55.55	\$46.05
Apr-20	\$4.92	\$0.23	\$5.15	\$45.79	\$50.62	\$41.18
May-20	\$5.25	\$0.24	\$5.49	\$46.99	\$52.59	\$42.39
Jun-20	\$5.38	\$0.24	\$5.62	\$52.83	\$62.94	\$43.16
Jul-20	\$5.58	\$0.25	\$5.82	\$61.49	\$77.08	\$46.23
Aug-20	\$5.58	\$0.25	\$5.83	\$52.69	\$61.69	\$45.28
Sep-20	\$5.25	\$0.25	\$5.50	\$46.72	\$50.33	\$43.17
Oct-20	\$4.92	\$0.25	\$5.17	\$44.54	\$47.90	\$41.32
Nov-20	\$5.25	\$0.37	\$5.62	\$49.69	\$54.00	\$45.79
Dec-20	\$5.58	\$1.88	\$7.46	\$69.73	\$79.90	\$59.77
Jan-21	\$5.75	\$3.56	\$9.30	\$92.59	\$112.83	\$75.93
Feb-21	\$5.75	\$2.96	\$8.70	\$74.48	\$81.56	\$68.03
Mar-21	\$5.41	\$0.66	\$6.06	\$52.32	\$57.25	\$47.50
Apr-21	\$5.07	\$0.23	\$5.30	\$47.36	\$52.48	\$42.46
May-21	\$5.41	\$0.24	\$5.65	\$49.26	\$55.85	\$43.83
Jun-21	\$5.54	\$0.24	\$5.79	\$54.44	\$64.46	\$44.87
Jul-21	\$5.75	\$0.25	\$5.99	\$62.17	\$78.35	\$47.65
Aug-21	\$5.75	\$0.26	\$6.00	\$54.05	\$62.36	\$46.58
Sep-21	\$5.41	\$0.25	\$5.66	\$47.93	\$51.41	\$44.52
Oct-21	\$5.07	\$0.25	\$5.32	\$45.66	\$49.03	\$42.52
Nov-21	\$5.41	\$0.38	\$5.78	\$51.46	\$55.97	\$47.11
Dec-21	\$5.75	\$1.90	\$7.65	\$71.33	\$81.50	\$61.37

## ESAI Q3 2012 Base Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub On Peak	Off Peak
Jan-22	\$5.92	\$3.59	\$9.51	\$95.49	\$116.15	\$78.48
Feb-22	\$5.92	\$2.99	\$8.90	\$77.12	\$84.25	\$70.64
Mar-22	\$5.57	\$0.66	\$6.23	\$54.45	\$59.30	\$49.71
Apr-22	\$5.22	\$0.23	\$5.45	\$49.65	\$55.44	\$44.58
May-22	\$5.57	\$0.24	\$5.81	\$53.98	\$62.65	\$46.20
Jun-22	\$5.71	\$0.25	\$5.95	\$56.61	\$66.32	\$47.33
Jul-22	\$5.92	\$0.25	\$6.17	\$63.90	\$80.98	\$49.83
Aug-22	\$5.92	\$0.26	\$6.18	\$56.11	\$63.31	\$49.06
Sep-22	\$5.57	\$0.25	\$5.82	\$49.93	\$53.27	\$46.65
Oct-22	\$5.22	\$0.25	\$5.48	\$47.66	\$50.96	\$44.59
Nov-22	\$5.57	\$0.38	\$5.95	\$53.75	\$58.55	\$49.12
Dec-22	\$5.92	\$1.92	\$7.84	\$73.71	\$84.55	\$63.97
Jan-23	\$6.04	\$3.67	\$9.70	\$97.40	\$118.47	\$80.05
Feb-23	\$6.04	\$3.05	\$9.08	\$78.67	\$85.93	\$72.06
Mar-23	\$5.68	\$0.68	\$6.36	\$55.54	\$60.49	\$50.70
Apr-23	\$5.33	\$0.24	\$5.56	\$50.64	\$56.55	\$45.48
May-23	\$5.68	\$0.25	\$5.93	\$55.06	\$63.91	\$47.12
Jun-23	\$5.82	\$0.25	\$6.07	\$57.74	\$67.65	\$48.27
Jul-23	\$6.04	\$0.26	\$6.29	\$65.18	\$82.60	\$50.83
Aug-23	\$6.04	\$0.26	\$6.30	\$57.23	\$64.58	\$50.04
Sep-23	\$5.68	\$0.26	\$5.94	\$50.93	\$54.33	\$47.58
Oct-23	\$5.33	\$0.26	\$5.58	\$48.61	\$51.98	\$45.48
Nov-23	\$5.68	\$0.39	\$6.07	\$54.82	\$59.72	\$50.10
Dec-23	\$6.04	\$1.96	\$8.00	\$75.18	\$86.24	\$65.25
Jan-24	\$6.16	\$3.74	\$9.90	\$99.35	\$120.84	\$81.65
Feb-24	\$6.16	\$3.11	\$9.26	\$80.24	\$87.65	\$73.50
Mar-24	\$5.80	\$0.69	\$6.49	\$56.65	\$61.70	\$51.71
Apr-24	\$5.43	\$0.24	\$5.67	\$51.66	\$57.68	\$46.39
May-24	\$5.80	\$0.25	\$6.05	\$56.16	\$65.18	\$48.07
Jun-24	\$5.94	\$0.26	\$6.20	\$58.90	\$69.00	\$49.24
Jul-24	\$6.16	\$0.26	\$6.42	\$66.48	\$84.25	\$51.84
Aug-24	\$6.16	\$0.27	\$6.43	\$58.38	\$65.87	\$51.04
Sep-24	\$5.80	\$0.26	\$6.06	\$51.95	\$55.42	\$48.53
Oct-24	\$5.43	\$0.26	\$5.70	\$49.58	\$53.02	\$46.39
Nov-24	\$5.80	\$0.40	\$6.19	\$55.92	\$60.92	\$51.10
Dec-24	\$6.16	\$2.00	\$8.16	\$76.68	\$87.96	\$66.56
Jan-25	\$6.28	\$3.81	\$10.10	\$101.33	\$123.25	\$83.28
Feb-25	\$6.28	\$3.17	\$9.45	\$81.84	\$89.41	\$74.97
Mar-25	\$5.91	\$0.70	\$6.62	\$57.79	\$62.93	\$52.75
Apr-25	\$5.54	\$0.25	\$5.79	\$52.69	\$58.84	\$47.31
May-25	\$5.91	\$0.26	\$6.17	\$57.29	\$66.49	\$49.03
Jun-25	\$6.06	\$0.26	\$6.32	\$60.08	\$70.38	\$50.22
Jul-25	\$6.28	\$0.27	\$6.55	\$67.81	\$85.94	\$52.88
Aug-25	\$6.28	\$0.27	\$6.55	\$59.55	\$67.19	\$52.07
Sep-25	\$5.91	\$0.27	\$6.18	\$52.99	\$56.53	\$49.50
Oct-25	\$5.54	\$0.27	\$5.81	\$50.57	\$54.08	\$47.31
Nov-25	\$5.91	\$0.40	\$6.31	\$57.04	\$62.13	\$52.12
Dec-25	\$6.28	\$2.04	\$8.32	\$78.22	\$89.72	\$67.89
Jan-26	\$6.41	\$3.89	\$10.30	\$103.36	\$125.72	\$84.95
Feb-26	\$6.41	\$3.23	\$9.64	\$83.48	\$91.19	\$76.47
Mar-26	\$6.03	\$0.72	\$6.75	\$58.94	\$64.19	\$53.80
Apr-26	\$5.65	\$0.25	\$5.90	\$53.74	\$60.01	\$48.26
May-26	\$6.03	\$0.26	\$6.29	\$58.43	\$67.82	\$50.01
Jun-26	\$6.18	\$0.27	\$6.45	\$61.28	\$71.79	\$51.23
Jul-26	\$6.41	\$0.27	\$6.68	\$69.17	\$87.65	\$53.94
Aug-26	\$6.41	\$0.28	\$6.68	\$60.74	\$68.53	\$53.11
Sep-26	\$6.03	\$0.27	\$6.30	\$54.05	\$57.66	\$50.49
Oct-26	\$5.65	\$0.27	\$5.93	\$51.59	\$55.16	\$48.26
Nov-26	\$6.03	\$0.41	\$6.44	\$58.18	\$63.38	\$53.16
Dec-26	\$6.41	\$2.08	\$8.49	\$79.78	\$91.52	\$69.25



## ESAI Q3 2012 Base Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
				On Peak		
Jan-27	\$6.53	\$3.97	\$10.50	\$105.43	\$128.23	\$86.65
Feb-27	\$6.53	\$3.30	\$9.83	\$85.15	\$93.02	\$78.00
Mar-27	\$6.15	\$0.73	\$6.88	\$60.12	\$65.47	\$54.88
Apr-27	\$5.77	\$0.26	\$6.02	\$54.82	\$61.21	\$49.22
May-27	\$6.15	\$0.27	\$6.42	\$59.60	\$69.17	\$51.01
Jun-27	\$6.30	\$0.27	\$6.57	\$62.50	\$73.22	\$52.25
Jul-27	\$6.53	\$0.28	\$6.81	\$70.55	\$89.41	\$55.02
Aug-27	\$6.53	\$0.28	\$6.82	\$61.95	\$69.90	\$54.17
Sep-27	\$6.15	\$0.28	\$6.43	\$55.13	\$58.81	\$51.50
Oct-27	\$5.77	\$0.28	\$6.05	\$52.62	\$56.26	\$49.23
Nov-27	\$6.15	\$0.42	\$6.57	\$59.34	\$64.64	\$54.23
Dec-27	\$6.53	\$2.12	\$8.66	\$81.38	\$93.35	\$70.63
Jan-28	\$6.66	\$4.05	\$10.71	\$107.54	\$130.80	\$88.38
Feb-28	\$6.66	\$3.36	\$10.03	\$86.85	\$94.88	\$79.56
Mar-28	\$6.27	\$0.75	\$7.02	\$61.32	\$66.78	\$55.98
Apr-28	\$5.88	\$0.26	\$6.14	\$55.91	\$62.44	\$50.21
May-28	\$6.27	\$0.27	\$6.55	\$60.79	\$70.56	\$52.03
Jun-28	\$6.43	\$0.28	\$6.71	\$63.75	\$74.69	\$53.30
Jul-28	\$6.66	\$0.28	\$6.95	\$71.96	\$91.20	\$56.12
Aug-28	\$6.66	\$0.29	\$6.95	\$63.19	\$71.30	\$55.25
Sep-28	\$6.27	\$0.29	\$6.56	\$56.23	\$59.99	\$52.53
Oct-28	\$5.88	\$0.29	\$6.17	\$53.67	\$57.39	\$50.21
Nov-28	\$6.27	\$0.43	\$6.70	\$60.53	\$65.94	\$55.31
Dec-28	\$6.66	\$2.16	\$8.83	\$83.00	\$95.21	\$72.04
Jan-29	\$6.80	\$4.13	\$10.93	\$109.69	\$133.41	\$90.15
Feb-29	\$6.80	\$3.43	\$10.23	\$88.59	\$96.78	\$81.15
Mar-29	\$6.40	\$0.76	\$7.16	\$62.55	\$68.12	\$57.10
Apr-29	\$6.00	\$0.27	\$6.26	\$57.03	\$63.69	\$51.21
May-29	\$6.40	\$0.28	\$6.68	\$62.01	\$71.97	\$53.07
Jun-29	\$6.56	\$0.28	\$6.84	\$65.03	\$76.18	\$54.36
Jul-29	\$6.80	\$0.29	\$7.09	\$73.40	\$93.02	\$57.24
Aug-29	\$6.80	\$0.30	\$7.09	\$64.45	\$72.73	\$56.36
Sep-29	\$6.40	\$0.29	\$6.69	\$57.36	\$61.19	\$53.59
Oct-29	\$6.00	\$0.29	\$6.29	\$54.74	\$58.54	\$51.21
Nov-29	\$6.40	\$0.44	\$6.83	\$61.74	\$67.26	\$56.42
Dec-29	\$6.80	\$2.21	\$9.00	\$84.67	\$97.12	\$73.48
Jan-30	\$6.93	\$4.21	\$11.15	\$111.88	\$136.08	\$91.95
Feb-30	\$6.93	\$3.50	\$10.43	\$90.36	\$98.71	\$82.77
Mar-30	\$6.53	\$0.78	\$7.30	\$63.80	\$69.48	\$58.24
Apr-30	\$6.12	\$0.27	\$6.39	\$58.17	\$64.96	\$52.24
May-30	\$6.53	\$0.28	\$6.81	\$63.25	\$73.41	\$54.13
Jun-30	\$6.69	\$0.29	\$6.98	\$66.33	\$77.70	\$55.45
Jul-30	\$6.93	\$0.29	\$7.23	\$74.87	\$94.88	\$58.38
Aug-30	\$6.93	\$0.30	\$7.24	\$65.74	\$74.18	\$57.48
Sep-30	\$6.53	\$0.30	\$6.82	\$58.50	\$62.41	\$54.66
Oct-30	\$6.12	\$0.30	\$6.42	\$55.84	\$59.71	\$52.24
Nov-30	\$6.53	\$0.45	\$6.97	\$62.98	\$68.60	\$57.55
Dec-30	\$6.93	\$2.25	\$9.18	\$86.36	\$99.06	\$74.95
Jan-31	\$7.07	\$4.30	\$11.37	\$114.12	\$138.80	\$93.79
Feb-31	\$7.07	\$3.57	\$10.64	\$92.17	\$100.69	\$84.43
Mar-31	\$6.66	\$0.79	\$7.45	\$65.08	\$70.87	\$59.40
Apr-31	\$6.24	\$0.28	\$6.52	\$59.34	\$66.26	\$53.28
May-31	\$6.66	\$0.29	\$6.95	\$64.51	\$74.88	\$55.21
Jun-31	\$6.82	\$0.29	\$7.12	\$67.66	\$79.26	\$56.56
Jul-31	\$7.07	\$0.30	\$7.37	\$76.36	\$96.78	\$59.55
Aug-31	\$7.07	\$0.31	\$7.38	\$67.06	\$75.66	\$58.63
Sep-31	\$6.66	\$0.30	\$6.96	\$59.67	\$63.66	\$55.75
Oct-31	\$6.24	\$0.30	\$6.54	\$56.96	\$60.90	\$53.28
Nov-31	\$6.66	\$0.45	\$7.11	\$64.24	\$69.97	\$58.70
Dec-31	\$7.07	\$2.30	\$9.37	\$88.09	\$101.04	\$76.45

## ESAI Q3 2012 Base Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
				On Peak		
Jan-32	\$7.21	\$4.38	\$11.60	\$116.40	\$141.58	\$95.66
Feb-32	\$7.21	\$3.64	\$10.85	\$94.01	\$102.70	\$86.11
Mar-32	\$6.79	\$0.81	\$7.60	\$66.38	\$72.29	\$60.59
Apr-32	\$6.37	\$0.28	\$6.65	\$60.52	\$67.58	\$54.35
May-32	\$6.79	\$0.30	\$7.09	\$65.80	\$76.37	\$56.32
Jun-32	\$6.96	\$0.30	\$7.26	\$69.01	\$80.84	\$57.69
Jul-32	\$7.21	\$0.31	\$7.52	\$77.89	\$98.71	\$60.74
Aug-32	\$7.21	\$0.31	\$7.53	\$68.40	\$77.18	\$59.81
Sep-32	\$6.79	\$0.31	\$7.10	\$60.87	\$64.93	\$56.87
Oct-32	\$6.37	\$0.31	\$6.67	\$58.09	\$62.12	\$54.35
Nov-32	\$6.79	\$0.46	\$7.25	\$65.52	\$71.37	\$59.87
Dec-32	\$7.21	\$2.34	\$9.56	\$89.85	\$103.06	\$77.98
Jan-33	\$7.36	\$4.47	\$11.83	\$118.73	\$144.41	\$97.58
Feb-33	\$7.36	\$3.71	\$11.07	\$95.89	\$104.75	\$87.84
Mar-33	\$6.93	\$0.82	\$7.75	\$67.71	\$73.73	\$61.80
Apr-33	\$6.49	\$0.29	\$6.78	\$61.73	\$68.94	\$55.43
May-33	\$6.93	\$0.30	\$7.23	\$67.12	\$77.90	\$57.44
Jun-33	\$7.10	\$0.30	\$7.40	\$70.39	\$82.46	\$58.84
Jul-33	\$7.36	\$0.31	\$7.67	\$79.45	\$100.69	\$61.96
Aug-33	\$7.36	\$0.32	\$7.68	\$69.77	\$78.72	\$61.00
Sep-33	\$6.93	\$0.32	\$7.24	\$62.08	\$66.23	\$58.00
Oct-33	\$6.49	\$0.32	\$6.81	\$59.26	\$63.36	\$55.44
Nov-33	\$6.93	\$0.47	\$7.40	\$66.83	\$72.80	\$61.07
Dec-33	\$7.36	\$2.39	\$9.75	\$91.64	\$105.12	\$79.54
Jan-34	\$7.51	\$4.56	\$12.06	\$121.10	\$147.30	\$99.53
Feb-34	\$7.51	\$3.79	\$11.29	\$97.81	\$106.85	\$89.59
Mar-34	\$7.06	\$0.84	\$7.91	\$69.06	\$75.21	\$63.04
Apr-34	\$6.62	\$0.29	\$6.92	\$62.97	\$70.31	\$56.54
May-34	\$7.06	\$0.31	\$7.37	\$68.46	\$79.46	\$58.59
Jun-34	\$7.24	\$0.31	\$7.55	\$71.80	\$84.11	\$60.02
Jul-34	\$7.51	\$0.32	\$7.82	\$81.04	\$102.70	\$63.20
Aug-34	\$7.51	\$0.33	\$7.83	\$71.16	\$80.30	\$62.22
Sep-34	\$7.06	\$0.32	\$7.39	\$63.33	\$67.56	\$59.16
Oct-34	\$6.62	\$0.32	\$6.94	\$60.44	\$64.63	\$56.55
Nov-34	\$7.06	\$0.48	\$7.55	\$68.17	\$74.26	\$62.29
Dec-34	\$7.51	\$2.44	\$9.94	\$93.48	\$107.22	\$81.13
Jan-35	\$7.66	\$4.65	\$12.31	\$123.52	\$150.25	\$101.52
Feb-35	\$7.66	\$3.86	\$11.52	\$99.77	\$108.99	\$91.38
Mar-35	\$7.21	\$0.86	\$8.06	\$70.44	\$76.71	\$64.30
Apr-35	\$6.76	\$0.30	\$7.06	\$64.23	\$71.72	\$57.67
May-35	\$7.21	\$0.31	\$7.52	\$69.83	\$81.05	\$59.76
Jun-35	\$7.39	\$0.32	\$7.70	\$73.23	\$85.79	\$61.22
Jul-35	\$7.66	\$0.33	\$7.98	\$82.66	\$104.75	\$64.46
Aug-35	\$7.66	\$0.33	\$7.99	\$72.59	\$81.90	\$63.47
Sep-35	\$7.21	\$0.33	\$7.53	\$64.59	\$68.91	\$60.35
Oct-35	\$6.76	\$0.33	\$7.08	\$61.65	\$65.92	\$57.68
Nov-35	\$7.21	\$0.49	\$7.70	\$69.53	\$75.74	\$63.54
Dec-35	\$7.66	\$2.48	\$10.14	\$95.35	\$109.37	\$82.75
Jan-36	\$7.81	\$4.74	\$12.55	\$126.00	\$153.25	\$103.55
Feb-36	\$7.81	\$3.94	\$11.75	\$101.76	\$111.17	\$93.21
Mar-36	\$7.35	\$0.88	\$8.23	\$71.85	\$78.25	\$65.59
Apr-36	\$6.89	\$0.31	\$7.20	\$65.51	\$73.15	\$58.83
May-36	\$7.35	\$0.32	\$7.67	\$71.23	\$82.67	\$60.96
Jun-36	\$7.53	\$0.32	\$7.86	\$74.70	\$87.51	\$62.45
Jul-36	\$7.81	\$0.33	\$8.14	\$84.31	\$106.85	\$65.75
Aug-36	\$7.81	\$0.34	\$8.15	\$74.04	\$83.54	\$64.74
Sep-36	\$7.35	\$0.33	\$7.68	\$65.88	\$70.29	\$61.55
Oct-36	\$6.89	\$0.33	\$7.22	\$62.88	\$67.24	\$58.83
Nov-36	\$7.35	\$0.50	\$7.85	\$70.92	\$77.26	\$64.81
Dec-36	\$7.81	\$2.53	\$10.34	\$97.25	\$111.56	\$84.41

## ESAI Q3 2012 Base Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
				On Peak		
Jan-37	\$7.97	\$4.84	\$12.80	\$128.52	\$156.32	\$105.62
Feb-37	\$7.97	\$4.02	\$11.98	\$103.80	\$113.39	\$95.08
Mar-37	\$7.50	\$0.89	\$8.39	\$73.29	\$79.81	\$66.90
Apr-37	\$7.03	\$0.31	\$7.34	\$66.82	\$74.62	\$60.00
May-37	\$7.50	\$0.33	\$7.82	\$72.65	\$84.32	\$62.18
Jun-37	\$7.68	\$0.33	\$8.01	\$76.19	\$89.26	\$63.69
Jul-37	\$7.97	\$0.34	\$8.30	\$86.00	\$108.99	\$67.07
Aug-37	\$7.97	\$0.35	\$8.31	\$75.52	\$85.21	\$66.03
Sep-37	\$7.50	\$0.34	\$7.84	\$67.20	\$71.69	\$62.78
Oct-37	\$7.03	\$0.34	\$7.37	\$64.14	\$68.59	\$60.01
Nov-37	\$7.50	\$0.51	\$8.01	\$72.34	\$78.80	\$66.10
Dec-37	\$7.97	\$2.59	\$10.55	\$99.20	\$113.79	\$86.10
Jan-38	\$8.12	\$4.93	\$13.06	\$131.09	\$159.44	\$107.73
Feb-38	\$8.12	\$4.10	\$12.22	\$105.87	\$115.66	\$96.98
Mar-38	\$7.65	\$0.91	\$8.56	\$74.75	\$81.41	\$68.24
Apr-38	\$7.17	\$0.32	\$7.49	\$68.16	\$76.11	\$61.20
May-38	\$7.65	\$0.33	\$7.98	\$74.11	\$86.01	\$63.42
Jun-38	\$7.84	\$0.34	\$8.17	\$77.72	\$91.04	\$64.97
Jul-38	\$8.12	\$0.35	\$8.47	\$87.72	\$111.17	\$68.41
Aug-38	\$8.12	\$0.35	\$8.48	\$77.03	\$86.91	\$67.35
Sep-38	\$7.65	\$0.35	\$7.99	\$68.55	\$73.13	\$64.04
Oct-38	\$7.17	\$0.35	\$7.52	\$65.42	\$69.96	\$61.21
Nov-38	\$7.65	\$0.52	\$8.17	\$73.79	\$80.38	\$67.43
Dec-38	\$8.12	\$2.64	\$10.76	\$101.18	\$116.06	\$87.82
Jan-39	\$8.29	\$5.03	\$13.32	\$133.71	\$162.63	\$109.89
Feb-39	\$8.29	\$4.18	\$12.47	\$107.99	\$117.97	\$98.92
Mar-39	\$7.80	\$0.93	\$8.73	\$76.25	\$83.04	\$69.60
Apr-39	\$7.31	\$0.32	\$7.64	\$69.52	\$77.63	\$62.43
May-39	\$7.80	\$0.34	\$8.14	\$75.59	\$87.73	\$64.69
Jun-39	\$7.99	\$0.34	\$8.34	\$79.27	\$92.86	\$66.27
Jul-39	\$8.29	\$0.35	\$8.64	\$89.47	\$113.39	\$69.78
Aug-39	\$8.29	\$0.36	\$8.65	\$78.57	\$88.65	\$68.70
Sep-39	\$7.80	\$0.35	\$8.15	\$69.92	\$74.59	\$65.32
Oct-39	\$7.31	\$0.35	\$7.67	\$66.73	\$71.36	\$62.43
Nov-39	\$7.80	\$0.53	\$8.33	\$75.26	\$81.99	\$68.77
Dec-39	\$8.29	\$2.69	\$10.98	\$103.21	\$118.38	\$89.58
Jan-40	\$8.45	\$5.13	\$13.59	\$136.38	\$165.88	\$112.08
Feb-40	\$8.45	\$4.26	\$12.72	\$110.15	\$120.33	\$100.90
Mar-40	\$7.96	\$0.95	\$8.90	\$77.77	\$84.70	\$70.99
Apr-40	\$7.46	\$0.33	\$7.79	\$70.91	\$79.18	\$63.68
May-40	\$7.96	\$0.35	\$8.30	\$77.10	\$89.48	\$65.98
Jun-40	\$8.15	\$0.35	\$8.50	\$80.86	\$94.72	\$67.59
Jul-40	\$8.45	\$0.36	\$8.81	\$91.26	\$115.66	\$71.17
Aug-40	\$8.45	\$0.37	\$8.82	\$80.14	\$90.43	\$70.07
Sep-40	\$7.96	\$0.36	\$8.32	\$71.31	\$76.08	\$66.63
Oct-40	\$7.46	\$0.36	\$7.82	\$68.07	\$72.78	\$63.68
Nov-40	\$7.96	\$0.54	\$8.50	\$76.77	\$83.62	\$70.15
Dec-40	\$8.45	\$2.74	\$11.20	\$105.27	\$120.75	\$91.37

## ESAI Q3 2012 High Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
	2.0%		2.0%	2.0%	2.0%	2.0%
Nov-12	\$4.08	\$1.44	\$5.52	\$45.44	\$48.54	\$42.42
Dec-12	\$4.42	\$3.15	\$7.57	\$65.91	\$75.88	\$57.70
Jan-13	\$4.85	\$6.10	\$10.95	\$104.50	\$124.68	\$84.76
Feb-13	\$4.70	\$4.54	\$9.24	\$74.47	\$80.07	\$69.39
Mar-13	\$4.52	\$1.51	\$6.03	\$47.57	\$52.64	\$43.40
Apr-13	\$4.34	\$0.49	\$4.83	\$39.86	\$43.80	\$36.09
May-13	\$4.53	\$0.51	\$5.05	\$40.54	\$44.89	\$36.29
Jun-13	\$4.73	\$0.52	\$5.25	\$45.64	\$57.13	\$36.45
Jul-13	\$4.92	\$0.53	\$5.45	\$59.00	\$77.52	\$40.88
Aug-13	\$4.77	\$0.55	\$5.31	\$47.63	\$57.11	\$39.12
Sep-13	\$4.61	\$0.54	\$5.14	\$41.71	\$45.42	\$38.22
Oct-13	\$4.63	\$0.54	\$5.16	\$42.03	\$45.56	\$38.53
Nov-13	\$4.86	\$0.69	\$5.55	\$45.86	\$49.18	\$42.83
Dec-13	\$5.16	\$3.49	\$8.65	\$75.47	\$86.49	\$65.56
Jan-14	\$5.56	\$6.59	\$12.15	\$113.08	\$132.82	\$93.75
Feb-14	\$5.55	\$5.47	\$11.03	\$87.79	\$93.99	\$82.16
Mar-14	\$5.35	\$1.22	\$6.56	\$50.87	\$56.26	\$46.43
Apr-14	\$5.09	\$0.38	\$5.47	\$44.30	\$48.73	\$40.08
May-14	\$5.27	\$0.40	\$5.66	\$44.66	\$49.85	\$39.99
Jun-14	\$5.35	\$0.40	\$5.75	\$50.59	\$62.13	\$40.49
Jul-14	\$5.47	\$0.41	\$5.88	\$63.93	\$84.20	\$44.09
Aug-14	\$5.48	\$0.42	\$5.90	\$52.07	\$62.82	\$43.22
Sep-14	\$5.32	\$0.42	\$5.74	\$46.12	\$49.86	\$42.46
Oct-14	\$5.13	\$0.42	\$5.55	\$44.94	\$48.47	\$41.45
Nov-14	\$5.38	\$0.59	\$5.97	\$49.41	\$53.21	\$46.17
Dec-14	\$5.68	\$2.99	\$8.68	\$77.68	\$89.55	\$66.06
Jan-15	\$6.08	\$5.66	\$11.74	\$111.63	\$133.92	\$91.62
Feb-15	\$6.07	\$4.70	\$10.77	\$87.36	\$94.31	\$81.04
Mar-15	\$5.80	\$1.05	\$6.85	\$54.60	\$60.23	\$49.54
Apr-15	\$5.47	\$0.37	\$5.84	\$48.17	\$53.31	\$43.24
May-15	\$5.70	\$0.39	\$6.09	\$48.73	\$55.21	\$43.39
Jun-15	\$5.81	\$0.39	\$6.20	\$55.66	\$67.87	\$43.98
Jul-15	\$5.96	\$0.40	\$6.36	\$65.43	\$83.62	\$47.63
Aug-15	\$5.97	\$0.41	\$6.38	\$54.98	\$65.36	\$46.43
Sep-15	\$5.78	\$0.40	\$6.18	\$49.53	\$53.47	\$45.67
Oct-15	\$5.52	\$0.40	\$5.93	\$47.82	\$51.57	\$44.26
Nov-15	\$5.82	\$0.56	\$6.39	\$53.41	\$57.88	\$49.37
Dec-15	\$6.16	\$2.85	\$9.01	\$79.71	\$90.85	\$68.80
Jan-16	\$6.43	\$5.39	\$11.81	\$112.76	\$137.08	\$92.73
Feb-16	\$6.41	\$4.47	\$10.89	\$88.85	\$96.48	\$81.72
Mar-16	\$6.10	\$0.99	\$7.10	\$56.57	\$61.96	\$51.29
Apr-16	\$5.75	\$0.35	\$6.10	\$50.34	\$56.10	\$45.31
May-16	\$6.04	\$0.37	\$6.40	\$55.91	\$67.18	\$45.79
Jun-16	\$6.16	\$0.37	\$6.53	\$60.15	\$73.90	\$46.99
Jul-16	\$6.34	\$0.38	\$6.72	\$69.32	\$92.18	\$50.49
Aug-16	\$6.35	\$0.39	\$6.74	\$58.85	\$68.68	\$49.24
Sep-16	\$6.10	\$0.38	\$6.49	\$52.03	\$56.02	\$48.13
Oct-16	\$5.78	\$0.38	\$6.16	\$49.95	\$53.87	\$46.37
Nov-16	\$6.13	\$0.54	\$6.66	\$57.07	\$62.36	\$51.97
Dec-16	\$6.49	\$2.71	\$9.20	\$81.65	\$93.61	\$70.91

## ESAI Q3 2012 High Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub On Peak	Off Peak
	Jan-17	\$6.74	\$5.12	\$11.86	<b>\$112.41</b>	<b>\$134.56</b>
Feb-17	\$6.73	\$4.25	\$10.98	\$91.38	\$100.09	\$83.47
Mar-17	\$6.37	\$0.95	\$7.32	\$59.98	\$65.95	\$54.13
Apr-17	\$5.99	\$0.33	\$6.32	\$52.99	\$59.63	\$47.69
May-17	\$6.34	\$0.35	\$6.68	\$52.98	\$58.93	\$47.16
Jun-17	\$6.48	\$0.35	\$6.83	\$58.03	\$69.94	\$46.64
Jul-17	\$6.69	\$0.36	\$7.05	\$67.83	\$86.33	\$52.59
Aug-17	\$6.70	\$0.37	\$7.06	\$63.09	\$74.52	\$51.90
Sep-17	\$6.39	\$0.36	\$6.75	\$54.69	\$58.78	\$50.87
Oct-17	\$5.99	\$0.36	\$6.36	\$51.27	\$55.59	\$47.19
Nov-17	\$6.39	\$0.51	\$6.90	\$57.31	\$61.29	\$53.46
Dec-17	\$6.79	\$2.58	\$9.37	\$82.17	\$94.00	\$72.42
Jan-18	\$6.99	\$4.88	\$11.87	\$112.26	\$131.48	\$93.46
Feb-18	\$6.99	\$4.05	\$11.04	\$91.10	\$99.03	\$83.89
Mar-18	\$6.58	\$0.90	\$7.48	\$60.33	\$66.66	\$54.65
Apr-18	\$6.17	\$0.32	\$6.49	\$54.01	\$60.61	\$48.24
May-18	\$6.58	\$0.33	\$6.91	\$55.01	\$61.61	\$48.54
Jun-18	\$6.75	\$0.33	\$7.08	\$58.82	\$71.12	\$48.06
Jul-18	\$6.99	\$0.34	\$7.34	\$70.47	\$88.06	\$54.68
Aug-18	\$6.99	\$0.35	\$7.34	\$63.90	\$74.35	\$53.68
Sep-18	\$6.58	\$0.35	\$6.93	\$55.63	\$60.17	\$51.59
Oct-18	\$6.17	\$0.35	\$6.52	\$52.68	\$57.01	\$48.41
Nov-18	\$6.58	\$0.49	\$7.07	\$58.72	\$62.76	\$54.81
Dec-18	\$6.99	\$2.46	\$9.45	\$82.34	\$93.56	\$73.10
Jan-19	\$7.20	\$4.64	\$11.84	\$113.38	\$133.34	\$93.84
Feb-19	\$7.20	\$3.85	\$11.06	\$91.47	\$99.45	\$84.21
Mar-19	\$6.78	\$0.86	\$7.64	\$61.52	\$68.58	\$55.71
Apr-19	\$6.36	\$0.30	\$6.66	\$55.92	\$62.80	\$49.34
May-19	\$6.78	\$0.31	\$7.09	\$56.94	\$64.29	\$49.75
Jun-19	\$6.95	\$0.32	\$7.27	\$60.54	\$73.90	\$49.86
Jul-19	\$7.20	\$0.32	\$7.53	\$73.99	\$91.85	\$56.50
Aug-19	\$7.20	\$0.33	\$7.54	\$64.92	\$75.69	\$55.25
Sep-19	\$6.78	\$0.33	\$7.11	\$56.96	\$61.74	\$52.52
Oct-19	\$6.36	\$0.33	\$6.68	\$54.27	\$58.52	\$50.06
Nov-19	\$6.78	\$0.49	\$7.27	\$60.58	\$64.92	\$56.66
Dec-19	\$7.20	\$2.48	\$9.68	\$85.28	\$96.64	\$75.07
Jan-20	\$7.42	\$4.69	\$12.11	\$117.45	\$138.54	\$96.81
Feb-20	\$7.42	\$3.89	\$11.31	\$94.23	\$102.61	\$87.11
Mar-20	\$6.98	\$0.87	\$7.85	\$64.54	\$71.36	\$58.41
Apr-20	\$6.55	\$0.30	\$6.85	\$58.36	\$65.10	\$51.92
May-20	\$6.98	\$0.32	\$7.30	\$59.65	\$67.80	\$52.95
Jun-20	\$7.16	\$0.32	\$7.48	\$66.42	\$79.43	\$53.98
Jul-20	\$7.42	\$0.33	\$7.75	\$76.60	\$94.48	\$59.09
Aug-20	\$7.42	\$0.34	\$7.76	\$66.58	\$77.69	\$57.44
Sep-20	\$6.98	\$0.33	\$7.31	\$59.23	\$63.87	\$54.70
Oct-20	\$6.55	\$0.33	\$6.88	\$56.46	\$60.64	\$52.51
Nov-20	\$6.98	\$0.50	\$7.48	\$63.67	\$68.77	\$59.07
Dec-20	\$7.42	\$2.50	\$9.92	\$89.28	\$101.19	\$77.63
Jan-21	\$7.64	\$4.73	\$12.38	\$118.55	\$142.16	\$99.11
Feb-21	\$7.64	\$3.93	\$11.57	\$96.76	\$105.74	\$88.60
Mar-21	\$7.19	\$0.87	\$8.07	\$67.09	\$73.63	\$60.69
Apr-21	\$6.74	\$0.31	\$7.05	\$60.53	\$67.52	\$53.85
May-21	\$7.19	\$0.32	\$7.51	\$62.70	\$71.99	\$55.05
Jun-21	\$7.37	\$0.32	\$7.70	\$68.59	\$81.17	\$56.56
Jul-21	\$7.64	\$0.33	\$7.97	\$77.94	\$96.67	\$61.13
Aug-21	\$7.64	\$0.34	\$7.98	\$68.54	\$78.94	\$59.20
Sep-21	\$7.19	\$0.33	\$7.53	\$60.99	\$65.31	\$56.78
Oct-21	\$6.74	\$0.33	\$7.08	\$57.99	\$62.14	\$54.21
Nov-21	\$7.19	\$0.50	\$7.69	\$66.07	\$71.39	\$60.93
Dec-21	\$7.64	\$2.53	\$10.17	\$91.54	\$103.58	\$79.76

## ESAI Q3 2012 High Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	Off Peak
				On Peak		
Jan-22	\$7.87	\$4.78	\$12.65	\$122.07	\$146.12	\$102.26
Feb-22	\$7.87	\$3.97	\$11.84	\$100.13	\$109.10	\$91.98
Mar-22	\$7.41	\$0.88	\$8.29	\$69.78	\$76.23	\$63.48
Apr-22	\$6.95	\$0.31	\$7.25	\$63.49	\$71.08	\$56.84
May-22	\$7.41	\$0.32	\$7.73	\$68.56	\$80.03	\$58.25
Jun-22	\$7.59	\$0.33	\$7.92	\$71.49	\$83.50	\$60.01
Jul-22	\$7.87	\$0.33	\$8.21	\$80.09	\$99.81	\$63.86
Aug-22	\$7.87	\$0.34	\$8.21	\$71.35	\$80.22	\$62.67
Sep-22	\$7.41	\$0.34	\$7.75	\$63.50	\$67.57	\$59.53
Oct-22	\$6.95	\$0.34	\$7.28	\$60.54	\$64.49	\$56.94
Nov-22	\$7.41	\$0.51	\$7.91	\$68.85	\$74.53	\$63.37
Dec-22	\$7.87	\$2.55	\$10.43	\$94.53	\$107.34	\$83.03
Jan-23	\$8.03	\$4.88	\$12.91	\$124.51	\$149.04	\$104.31
Feb-23	\$8.03	\$4.05	\$12.08	\$102.13	\$111.28	\$93.82
Mar-23	\$7.56	\$0.90	\$8.46	\$71.18	\$77.75	\$64.75
Apr-23	\$7.08	\$0.31	\$7.40	\$64.76	\$72.50	\$57.98
May-23	\$7.56	\$0.33	\$7.88	\$69.93	\$81.63	\$59.42
Jun-23	\$7.75	\$0.33	\$8.08	\$72.92	\$85.17	\$61.21
Jul-23	\$8.03	\$0.34	\$8.37	\$81.70	\$101.80	\$65.14
Aug-23	\$8.03	\$0.35	\$8.38	\$72.78	\$81.82	\$63.92
Sep-23	\$7.56	\$0.34	\$7.90	\$64.77	\$68.92	\$60.72
Oct-23	\$7.08	\$0.34	\$7.43	\$61.75	\$65.78	\$58.07
Nov-23	\$7.56	\$0.52	\$8.07	\$70.22	\$76.02	\$64.64
Dec-23	\$8.03	\$2.61	\$10.63	\$96.42	\$109.48	\$84.70
Jan-24	\$8.19	\$4.97	\$13.16	\$127.00	\$152.02	\$106.39
Feb-24	\$8.19	\$4.13	\$12.32	\$104.18	\$113.50	\$95.69
Mar-24	\$7.71	\$0.92	\$8.63	\$72.60	\$79.31	\$66.04
Apr-24	\$7.23	\$0.32	\$7.55	\$66.05	\$73.95	\$59.14
May-24	\$7.71	\$0.34	\$8.04	\$71.33	\$83.26	\$60.61
Jun-24	\$7.90	\$0.34	\$8.24	\$74.38	\$86.87	\$62.44
Jul-24	\$8.19	\$0.35	\$8.54	\$83.33	\$103.84	\$66.44
Aug-24	\$8.19	\$0.36	\$8.55	\$74.23	\$83.46	\$65.20
Sep-24	\$7.71	\$0.35	\$8.06	\$66.07	\$70.30	\$61.94
Oct-24	\$7.23	\$0.35	\$7.58	\$62.98	\$67.09	\$59.24
Nov-24	\$7.71	\$0.53	\$8.23	\$71.63	\$77.54	\$65.93
Dec-24	\$8.19	\$2.66	\$10.85	\$98.35	\$111.67	\$86.39
Jan-25	\$8.35	\$5.07	\$13.43	\$129.54	\$155.06	\$108.52
Feb-25	\$8.35	\$4.21	\$12.57	\$106.26	\$115.77	\$97.61
Mar-25	\$7.86	\$0.94	\$8.80	\$74.05	\$80.89	\$67.36
Apr-25	\$7.37	\$0.33	\$7.70	\$67.37	\$75.43	\$60.32
May-25	\$7.86	\$0.34	\$8.20	\$72.75	\$84.93	\$61.82
Jun-25	\$8.06	\$0.35	\$8.40	\$75.87	\$88.61	\$63.69
Jul-25	\$8.35	\$0.35	\$8.71	\$85.00	\$105.92	\$67.77
Aug-25	\$8.35	\$0.36	\$8.72	\$75.72	\$85.13	\$66.50
Sep-25	\$7.86	\$0.36	\$8.22	\$67.39	\$71.70	\$63.18
Oct-25	\$7.37	\$0.36	\$7.73	\$64.24	\$68.43	\$60.42
Nov-25	\$7.86	\$0.54	\$8.40	\$73.06	\$79.09	\$67.25
Dec-25	\$8.35	\$2.71	\$11.06	\$100.32	\$113.91	\$88.12
Jan-26	\$8.52	\$5.18	\$13.70	\$132.13	\$158.16	\$110.69
Feb-26	\$8.52	\$4.30	\$12.82	\$108.38	\$118.09	\$99.56
Mar-26	\$8.02	\$0.96	\$8.97	\$75.54	\$82.51	\$68.71
Apr-26	\$7.52	\$0.33	\$7.85	\$68.72	\$76.94	\$61.53
May-26	\$8.02	\$0.35	\$8.37	\$74.21	\$86.63	\$63.05
Jun-26	\$8.22	\$0.35	\$8.57	\$77.39	\$90.38	\$64.96
Jul-26	\$8.52	\$0.36	\$8.88	\$86.70	\$108.03	\$69.12
Aug-26	\$8.52	\$0.37	\$8.89	\$77.23	\$86.83	\$67.83
Sep-26	\$8.02	\$0.36	\$8.38	\$68.74	\$73.14	\$64.44
Oct-26	\$7.52	\$0.36	\$7.88	\$65.53	\$69.80	\$61.63
Nov-26	\$8.02	\$0.55	\$8.57	\$74.52	\$80.67	\$68.59
Dec-26	\$8.52	\$2.77	\$11.29	\$102.33	\$116.18	\$89.88

## ESAI Q3 2012 High Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	
				On Peak	Off Peak	
Jan-27	\$8.69	\$5.28	\$13.97	\$134.77	\$161.33	\$112.90
Feb-27	\$8.69	\$4.38	\$13.07	\$110.55	\$120.45	\$101.55
Mar-27	\$8.18	\$0.97	\$9.15	\$77.05	\$84.16	\$70.08
Apr-27	\$7.67	\$0.34	\$8.01	\$70.09	\$78.48	\$62.76
May-27	\$8.18	\$0.36	\$8.53	\$75.69	\$88.36	\$64.32
Jun-27	\$8.38	\$0.36	\$8.74	\$78.93	\$92.19	\$66.26
Jul-27	\$8.69	\$0.37	\$9.06	\$88.43	\$110.20	\$70.51
Aug-27	\$8.69	\$0.38	\$9.07	\$78.78	\$88.57	\$69.19
Sep-27	\$8.18	\$0.37	\$8.55	\$70.11	\$74.60	\$65.73
Oct-27	\$7.67	\$0.37	\$8.04	\$66.84	\$71.20	\$62.86
Nov-27	\$8.18	\$0.56	\$8.74	\$76.01	\$82.28	\$69.97
Dec-27	\$8.69	\$2.82	\$11.51	\$104.37	\$118.51	\$91.68
Jan-28	\$8.86	\$5.38	\$14.25	\$137.47	\$164.55	\$115.16
Feb-28	\$8.86	\$4.47	\$13.34	\$112.76	\$122.86	\$103.58
Mar-28	\$8.34	\$0.99	\$9.34	\$78.59	\$85.84	\$71.48
Apr-28	\$7.82	\$0.35	\$8.17	\$71.50	\$80.05	\$64.01
May-28	\$8.34	\$0.36	\$8.71	\$77.21	\$90.13	\$65.60
Jun-28	\$8.55	\$0.37	\$8.92	\$80.51	\$94.03	\$67.58
Jul-28	\$8.86	\$0.38	\$9.24	\$90.20	\$112.40	\$71.92
Aug-28	\$8.86	\$0.39	\$9.25	\$80.35	\$90.34	\$70.57
Sep-28	\$8.34	\$0.38	\$8.72	\$71.52	\$76.09	\$67.04
Oct-28	\$7.82	\$0.38	\$8.20	\$68.18	\$72.62	\$64.12
Nov-28	\$8.34	\$0.57	\$8.91	\$77.53	\$83.93	\$71.37
Dec-28	\$8.86	\$2.88	\$11.74	\$106.46	\$120.88	\$93.51
Jan-29	\$9.04	\$5.49	\$14.53	\$140.22	\$167.84	\$117.47
Feb-29	\$9.04	\$4.56	\$13.60	\$115.02	\$125.32	\$105.65
Mar-29	\$8.51	\$1.01	\$9.52	\$80.16	\$87.56	\$72.91
Apr-29	\$7.98	\$0.35	\$8.33	\$72.92	\$81.65	\$65.29
May-29	\$8.51	\$0.37	\$8.88	\$78.75	\$91.93	\$66.91
Jun-29	\$8.72	\$0.37	\$9.10	\$82.12	\$95.91	\$68.94
Jul-29	\$9.04	\$0.38	\$9.43	\$92.00	\$114.65	\$73.35
Aug-29	\$9.04	\$0.39	\$9.44	\$81.96	\$92.15	\$71.99
Sep-29	\$8.51	\$0.39	\$8.90	\$72.95	\$77.61	\$68.38
Oct-29	\$7.98	\$0.39	\$8.37	\$69.54	\$74.08	\$65.40
Nov-29	\$8.51	\$0.58	\$9.09	\$79.08	\$85.61	\$72.79
Dec-29	\$9.04	\$2.93	\$11.98	\$108.59	\$123.30	\$95.38
Jan-30	\$9.22	\$5.60	\$14.82	\$143.02	\$171.20	\$119.82
Feb-30	\$9.22	\$4.65	\$13.88	\$117.32	\$127.82	\$107.77
Mar-30	\$8.68	\$1.03	\$9.71	\$81.76	\$89.31	\$74.37
Apr-30	\$8.14	\$0.36	\$8.50	\$74.38	\$83.28	\$66.60
May-30	\$8.68	\$0.38	\$9.06	\$80.33	\$93.77	\$68.25
Jun-30	\$8.90	\$0.38	\$9.28	\$83.77	\$97.83	\$70.31
Jul-30	\$9.22	\$0.39	\$9.61	\$93.84	\$116.94	\$74.82
Aug-30	\$9.22	\$0.40	\$9.62	\$83.60	\$93.99	\$73.43
Sep-30	\$8.68	\$0.39	\$9.07	\$74.40	\$79.16	\$69.75
Oct-30	\$8.14	\$0.39	\$8.53	\$70.93	\$75.56	\$66.71
Nov-30	\$8.68	\$0.59	\$9.27	\$80.66	\$87.32	\$74.25
Dec-30	\$9.22	\$2.99	\$12.22	\$110.76	\$125.76	\$97.29
Jan-31	\$9.41	\$5.71	\$15.12	\$145.88	\$174.62	\$122.21
Feb-31	\$9.41	\$4.75	\$14.15	\$119.66	\$130.38	\$109.92
Mar-31	\$8.85	\$1.05	\$9.91	\$83.40	\$91.10	\$75.86
Apr-31	\$8.30	\$0.37	\$8.67	\$75.87	\$84.94	\$67.93
May-31	\$8.85	\$0.38	\$9.24	\$81.93	\$95.64	\$69.62
Jun-31	\$9.07	\$0.39	\$9.46	\$85.44	\$99.79	\$71.72
Jul-31	\$9.41	\$0.40	\$9.81	\$95.72	\$119.28	\$76.32
Aug-31	\$9.41	\$0.41	\$9.82	\$85.27	\$95.87	\$74.89
Sep-31	\$8.85	\$0.40	\$9.26	\$75.89	\$80.75	\$71.15
Oct-31	\$8.30	\$0.40	\$8.70	\$72.35	\$77.07	\$68.04
Nov-31	\$8.85	\$0.60	\$9.46	\$82.28	\$89.07	\$75.73
Dec-31	\$9.41	\$3.05	\$12.46	\$112.98	\$128.28	\$99.23

## ESAI Q3 2012 High Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub	
				On Peak	Off Peak	
Jan-32	\$9.59	\$5.83	\$15.42	\$148.80	\$178.12	\$124.66
Feb-32	\$9.59	\$4.84	\$14.44	\$122.06	\$132.99	\$112.12
Mar-32	\$9.03	\$1.08	\$10.11	\$85.07	\$92.92	\$77.38
Apr-32	\$8.47	\$0.38	\$8.84	\$77.39	\$86.64	\$69.29
May-32	\$9.03	\$0.39	\$9.42	\$83.57	\$97.56	\$71.01
Jun-32	\$9.26	\$0.40	\$9.65	\$87.15	\$101.78	\$73.16
Jul-32	\$9.59	\$0.41	\$10.00	\$97.63	\$121.66	\$77.84
Aug-32	\$9.59	\$0.42	\$10.01	\$86.97	\$97.79	\$76.39
Sep-32	\$9.03	\$0.41	\$9.44	\$77.41	\$82.36	\$72.57
Oct-32	\$8.47	\$0.41	\$8.88	\$73.80	\$78.61	\$69.40
Nov-32	\$9.03	\$0.62	\$9.65	\$83.92	\$90.85	\$77.25
Dec-32	\$9.59	\$3.11	\$12.71	\$115.23	\$130.84	\$101.22
Jan-33	\$9.79	\$5.94	\$15.73	\$151.78	\$181.68	\$127.15
Feb-33	\$9.79	\$4.94	\$14.72	\$124.50	\$135.65	\$114.36
Mar-33	\$9.21	\$1.10	\$10.31	\$86.77	\$94.78	\$78.92
Apr-33	\$8.64	\$0.38	\$9.02	\$78.94	\$88.38	\$70.67
May-33	\$9.21	\$0.40	\$9.61	\$85.24	\$99.51	\$72.43
Jun-33	\$9.44	\$0.41	\$9.85	\$88.89	\$103.82	\$74.62
Jul-33	\$9.79	\$0.42	\$10.20	\$99.59	\$124.10	\$79.40
Aug-33	\$9.79	\$0.43	\$10.21	\$88.71	\$99.74	\$77.92
Sep-33	\$9.21	\$0.42	\$9.63	\$78.96	\$84.01	\$74.02
Oct-33	\$8.64	\$0.42	\$9.05	\$75.27	\$80.18	\$70.79
Nov-33	\$9.21	\$0.63	\$9.84	\$85.60	\$92.66	\$78.79
Dec-33	\$9.79	\$3.18	\$12.96	\$117.54	\$133.46	\$103.24
Jan-34	\$9.98	\$6.06	\$16.05	\$154.81	\$185.31	\$129.69
Feb-34	\$9.98	\$5.04	\$15.02	\$126.99	\$138.36	\$116.65
Mar-34	\$9.40	\$1.12	\$10.51	\$88.50	\$96.67	\$80.50
Apr-34	\$8.81	\$0.39	\$9.20	\$80.52	\$90.14	\$72.09
May-34	\$9.40	\$0.41	\$9.80	\$86.95	\$101.50	\$73.88
Jun-34	\$9.63	\$0.41	\$10.04	\$90.67	\$105.89	\$76.11
Jul-34	\$9.98	\$0.42	\$10.41	\$101.58	\$126.58	\$80.99
Aug-34	\$9.98	\$0.43	\$10.42	\$90.49	\$101.74	\$79.48
Sep-34	\$9.40	\$0.43	\$9.82	\$80.54	\$85.69	\$75.50
Oct-34	\$8.81	\$0.43	\$9.24	\$76.78	\$81.78	\$72.21
Nov-34	\$9.40	\$0.64	\$10.04	\$87.31	\$94.52	\$80.37
Dec-34	\$9.98	\$3.24	\$13.22	\$119.89	\$136.13	\$105.31
Jan-35	\$10.18	\$6.18	\$16.37	\$157.91	\$189.02	\$132.29
Feb-35	\$10.18	\$5.14	\$15.32	\$129.53	\$141.13	\$118.98
Mar-35	\$9.58	\$1.14	\$10.72	\$90.27	\$98.61	\$82.11
Apr-35	\$8.98	\$0.40	\$9.38	\$82.13	\$91.95	\$73.53
May-35	\$9.58	\$0.42	\$10.00	\$88.69	\$103.53	\$75.36
Jun-35	\$9.82	\$0.42	\$10.24	\$92.48	\$108.01	\$77.63
Jul-35	\$10.18	\$0.43	\$10.61	\$103.61	\$129.11	\$82.61
Aug-35	\$10.18	\$0.44	\$10.63	\$92.30	\$103.77	\$81.07
Sep-35	\$9.58	\$0.44	\$10.02	\$82.15	\$87.40	\$77.01
Oct-35	\$8.98	\$0.44	\$9.42	\$78.31	\$83.42	\$73.65
Nov-35	\$9.58	\$0.65	\$10.24	\$89.06	\$96.41	\$81.98
Dec-35	\$10.18	\$3.30	\$13.49	\$122.29	\$138.85	\$107.41
Jan-36	\$10.39	\$6.31	\$16.69	\$161.07	\$192.80	\$134.93
Feb-36	\$10.39	\$5.24	\$15.63	\$132.12	\$143.95	\$121.36
Mar-36	\$9.77	\$1.16	\$10.94	\$92.08	\$100.58	\$83.76
Apr-36	\$9.16	\$0.41	\$9.57	\$83.77	\$93.79	\$75.00
May-36	\$9.77	\$0.42	\$10.20	\$90.46	\$105.60	\$76.86
Jun-36	\$10.02	\$0.43	\$10.45	\$94.33	\$110.17	\$79.19
Jul-36	\$10.39	\$0.44	\$10.83	\$105.68	\$131.69	\$84.26
Aug-36	\$10.39	\$0.45	\$10.84	\$94.14	\$105.85	\$82.69
Sep-36	\$9.77	\$0.44	\$10.22	\$83.79	\$89.15	\$78.55
Oct-36	\$9.16	\$0.44	\$9.61	\$79.88	\$85.09	\$75.12
Nov-36	\$9.77	\$0.67	\$10.44	\$90.84	\$98.34	\$83.62
Dec-36	\$10.39	\$3.37	\$13.76	\$124.73	\$141.63	\$109.56



## ESAI Q3 2012 High Forecast

	Gas Prices - US\$/MMBtu			Power Prices - US\$/MWh		
	Henry Hub	Differential	ACG	7 X 24	MassHub On Peak	Off Peak
Jan-37	\$10.59	\$6.43	\$17.03	\$164.29	\$196.65	\$137.63
Feb-37	\$10.59	\$5.34	\$15.94	\$134.76	\$146.83	\$123.79
Mar-37	\$9.97	\$1.19	\$11.16	\$93.92	\$102.59	\$85.43
Apr-37	\$9.35	\$0.41	\$9.76	\$85.44	\$95.66	\$76.50
May-37	\$9.97	\$0.43	\$10.40	\$92.27	\$107.71	\$78.40
Jun-37	\$10.22	\$0.44	\$10.66	\$96.22	\$112.37	\$80.77
Jul-37	\$10.59	\$0.45	\$11.04	\$107.79	\$134.33	\$85.95
Aug-37	\$10.59	\$0.46	\$11.05	\$96.03	\$107.96	\$84.34
Sep-37	\$9.97	\$0.45	\$10.42	\$85.47	\$90.94	\$80.12
Oct-37	\$9.35	\$0.45	\$9.80	\$81.48	\$86.79	\$76.63
Nov-37	\$9.97	\$0.68	\$10.65	\$92.66	\$100.30	\$85.29
Dec-37	\$10.59	\$3.44	\$14.03	\$127.23	\$144.46	\$111.75
Jan-38	\$10.81	\$6.56	\$17.37	\$167.57	\$200.59	\$140.38
Feb-38	\$10.81	\$5.45	\$16.26	\$137.46	\$149.77	\$126.27
Mar-38	\$10.17	\$1.21	\$11.38	\$95.80	\$104.64	\$87.14
Apr-38	\$9.53	\$0.42	\$9.96	\$87.15	\$97.57	\$78.03
May-38	\$10.17	\$0.44	\$10.61	\$94.11	\$109.87	\$79.97
Jun-38	\$10.42	\$0.45	\$10.87	\$98.14	\$114.62	\$82.39
Jul-38	\$10.81	\$0.46	\$11.26	\$109.95	\$137.01	\$87.66
Aug-38	\$10.81	\$0.47	\$11.28	\$97.95	\$110.12	\$86.03
Sep-38	\$10.17	\$0.46	\$10.63	\$87.18	\$92.75	\$81.72
Oct-38	\$9.53	\$0.46	\$10.00	\$83.11	\$88.53	\$78.16
Nov-38	\$10.17	\$0.69	\$10.86	\$94.51	\$102.31	\$86.99
Dec-38	\$10.81	\$3.51	\$14.31	\$129.77	\$147.35	\$113.99
Jan-39	\$11.02	\$6.69	\$17.72	\$170.92	\$204.60	\$143.19
Feb-39	\$11.02	\$5.56	\$16.58	\$140.21	\$152.76	\$128.79
Mar-39	\$10.37	\$1.24	\$11.61	\$97.71	\$106.74	\$88.88
Apr-39	\$9.72	\$0.43	\$10.16	\$88.90	\$99.53	\$79.59
May-39	\$10.37	\$0.45	\$10.82	\$96.00	\$112.06	\$81.57
Jun-39	\$10.63	\$0.46	\$11.09	\$100.11	\$116.91	\$84.03
Jul-39	\$11.02	\$0.47	\$11.49	\$112.15	\$139.75	\$89.42
Aug-39	\$11.02	\$0.48	\$11.50	\$99.91	\$112.33	\$87.75
Sep-39	\$10.37	\$0.47	\$10.85	\$88.92	\$94.61	\$83.36
Oct-39	\$9.72	\$0.47	\$10.20	\$84.77	\$90.30	\$79.72
Nov-39	\$10.37	\$0.71	\$11.08	\$96.40	\$104.36	\$88.73
Dec-39	\$11.02	\$3.58	\$14.60	\$132.37	\$150.30	\$116.27
Jan-40	\$11.24	\$6.83	\$18.07	\$174.34	\$208.69	\$146.05
Feb-40	\$11.24	\$5.67	\$16.91	\$143.01	\$155.82	\$131.37
Mar-40	\$10.58	\$1.26	\$11.84	\$99.67	\$108.87	\$90.66
Apr-40	\$9.92	\$0.44	\$10.36	\$90.67	\$101.52	\$81.18
May-40	\$10.58	\$0.46	\$11.04	\$97.92	\$114.30	\$83.20
Jun-40	\$10.85	\$0.47	\$11.31	\$102.11	\$119.25	\$85.71
Jul-40	\$11.24	\$0.48	\$11.72	\$114.39	\$142.55	\$91.21
Aug-40	\$11.24	\$0.49	\$11.73	\$101.90	\$114.57	\$89.51
Sep-40	\$10.58	\$0.48	\$11.06	\$90.70	\$96.50	\$85.03
Oct-40	\$9.92	\$0.48	\$10.40	\$86.46	\$92.10	\$81.32
Nov-40	\$10.58	\$0.72	\$11.30	\$98.33	\$106.44	\$90.51
Dec-40	\$11.24	\$3.65	\$14.89	\$135.02	\$153.30	\$118.59

Energy Purchases from New Brunswick/Nalcor: Low Case

New Brunswick Energy Sales (Low Case)

	MassHub - On Peak - Low	MassHub - Off Peak - Low	Plus: NB Transmission (On Peak)	NB On Peak Price	Plus: NB Transmission (OffPeak)	MassHub - On Peak - Low	MassHub - Off Peak - Low	Plus: NB Transmission (On Peak)	NB Off Peak Price	Plus: NB Transmission (OffPeak)	MassHub - On Peak - Low	MassHub - Off Peak - Low	Plus: NB Transmission (On Peak)	Nalcor On Peak Price	Plus: NB Transmission (OffPeak)	MassHub - On Peak - Low	MassHub - Off Peak - Low	Plus: NB Transmission (On Peak)	Nalcor Off Peak Price
Jan-17	\$87.27	\$97.24	\$7.35	\$97.24	\$3.50	\$89.89	\$87.27	\$89.89	\$62.76	\$3.50	\$93.39	\$90.77	\$89.89	\$59.26	\$3.50	\$93.89	\$90.39	\$89.89	\$59.26
Feb-17	\$64.82	\$72.17	\$7.35	\$72.17	\$3.50	\$68.82	\$64.82	\$68.82	\$57.05	\$3.50	\$71.32	\$68.82	\$68.82	\$53.54	\$3.50	\$71.32	\$68.82	\$68.82	\$53.54
Mar-17	\$41.88	\$50.49	\$7.35	\$50.49	\$3.50	\$45.39	\$41.88	\$45.39	\$39.75	\$3.50	\$43.25	\$41.88	\$43.25	\$36.25	\$3.50	\$43.25	\$41.88	\$43.25	\$36.25
Apr-17	\$38.08	\$46.58	\$7.35	\$46.58	\$3.50	\$41.23	\$38.08	\$41.23	\$35.75	\$3.50	\$38.22	\$38.08	\$38.22	\$31.31	\$3.50	\$38.22	\$38.08	\$38.22	\$31.31
May-17	\$37.32	\$45.80	\$7.35	\$45.80	\$3.50	\$40.45	\$37.32	\$40.45	\$36.49	\$3.50	\$36.99	\$37.32	\$36.99	\$30.42	\$3.50	\$36.99	\$37.32	\$36.99	\$30.42
Jun-17	\$44.69	\$53.38	\$7.35	\$53.38	\$3.50	\$48.13	\$44.69	\$48.13	\$36.63	\$3.50	\$45.13	\$44.69	\$45.13	\$33.13	\$3.50	\$45.13	\$44.69	\$45.13	\$33.13
Jul-17	\$47.36	\$56.44	\$7.35	\$56.44	\$3.50	\$50.82	\$47.36	\$50.82	\$38.75	\$3.50	\$47.25	\$47.36	\$47.25	\$35.25	\$3.50	\$47.25	\$47.36	\$47.25	\$35.25
Aug-17	\$48.75	\$57.57	\$7.35	\$57.57	\$3.50	\$52.02	\$48.75	\$52.02	\$38.47	\$3.50	\$44.97	\$48.75	\$44.97	\$34.97	\$3.50	\$44.97	\$48.75	\$44.97	\$34.97
Sep-17	\$38.64	\$47.15	\$7.35	\$47.15	\$3.50	\$41.64	\$38.64	\$41.64	\$37.43	\$3.50	\$38.93	\$38.64	\$38.93	\$32.94	\$3.50	\$38.93	\$38.64	\$38.93	\$32.94
Oct-17	\$36.74	\$45.19	\$7.35	\$45.19	\$3.50	\$39.84	\$36.74	\$39.84	\$35.51	\$3.50	\$36.74	\$36.74	\$36.74	\$31.08	\$3.50	\$36.74	\$36.74	\$31.08	\$31.08
Nov-17	\$39.58	\$48.12	\$7.35	\$48.12	\$3.50	\$43.07	\$39.58	\$43.07	\$38.47	\$3.50	\$40.76	\$39.58	\$40.76	\$34.97	\$3.50	\$40.76	\$39.58	\$40.76	\$34.97
Dec-17	\$60.54	\$69.71	\$7.35	\$69.71	\$3.50	\$73.19	\$60.54	\$73.19	\$50.23	\$3.50	\$66.73	\$60.54	\$66.73	\$46.73	\$3.50	\$66.73	\$60.54	\$66.73	\$46.73
Jan-18	\$65.39	\$75.43	\$7.43	\$75.43	\$3.54	\$78.95	\$65.39	\$78.95	\$53.54	\$3.54	\$75.41	\$65.39	\$75.41	\$50.81	\$3.54	\$75.41	\$65.39	\$75.41	\$50.81
Feb-18	\$62.10	\$71.39	\$7.43	\$71.39	\$3.54	\$74.81	\$62.10	\$74.81	\$50.46	\$3.54	\$71.31	\$62.10	\$71.31	\$49.71	\$3.54	\$71.31	\$62.10	\$71.31	\$49.71
Mar-18	\$42.23	\$49.49	\$7.43	\$49.49	\$3.54	\$52.02	\$42.23	\$52.02	\$46.16	\$3.54	\$48.58	\$42.23	\$48.58	\$36.25	\$3.54	\$48.58	\$42.23	\$48.58	\$36.25
Apr-18	\$38.74	\$47.32	\$7.43	\$47.32	\$3.54	\$43.25	\$38.74	\$43.25	\$38.25	\$3.54	\$38.74	\$38.74	\$38.74	\$33.70	\$3.54	\$38.74	\$38.74	\$33.70	\$33.70
May-18	\$39.10	\$47.70	\$7.43	\$47.70	\$3.54	\$43.25	\$39.10	\$43.25	\$38.63	\$3.54	\$38.74	\$39.10	\$38.74	\$33.99	\$3.54	\$38.74	\$39.10	\$38.74	\$33.99
Jun-18	\$45.99	\$54.80	\$7.43	\$54.80	\$3.54	\$49.33	\$45.99	\$49.33	\$37.63	\$3.54	\$46.28	\$45.99	\$46.28	\$40.28	\$3.54	\$46.28	\$45.99	\$40.28	\$40.28
Jul-18	\$58.52	\$67.70	\$7.43	\$67.70	\$3.54	\$70.16	\$58.52	\$70.16	\$50.23	\$3.54	\$63.63	\$58.52	\$63.63	\$48.26	\$3.54	\$63.63	\$58.52	\$63.63	\$48.26
Aug-18	\$48.26	\$57.14	\$7.43	\$57.14	\$3.54	\$54.67	\$48.26	\$54.67	\$49.71	\$3.54	\$51.16	\$48.26	\$51.16	\$40.74	\$3.54	\$51.16	\$48.26	\$51.16	\$40.74
Sep-18	\$39.56	\$48.17	\$7.43	\$48.17	\$3.54	\$43.25	\$39.56	\$43.25	\$38.25	\$3.54	\$39.56	\$39.56	\$39.56	\$34.71	\$3.54	\$39.56	\$39.56	\$34.71	\$34.71
Oct-18	\$37.68	\$46.23	\$7.43	\$46.23	\$3.54	\$41.64	\$37.68	\$41.64	\$36.42	\$3.54	\$38.81	\$37.68	\$38.81	\$32.88	\$3.54	\$38.81	\$37.68	\$38.81	\$32.88
Nov-18	\$40.55	\$49.19	\$7.43	\$49.19	\$3.54	\$44.76	\$40.55	\$44.76	\$39.44	\$3.54	\$41.76	\$40.55	\$41.76	\$35.91	\$3.54	\$41.76	\$40.55	\$41.76	\$35.91
Dec-18	\$60.45	\$69.69	\$7.43	\$69.69	\$3.54	\$73.12	\$60.45	\$73.12	\$50.78	\$3.54	\$67.25	\$60.45	\$67.25	\$48.86	\$3.54	\$67.25	\$60.45	\$67.25	\$48.86
Jan-19	\$66.75	\$75.50	\$7.50	\$75.50	\$3.57	\$80.00	\$66.75	\$80.00	\$53.57	\$3.57	\$76.43	\$66.75	\$76.43	\$50.16	\$3.57	\$76.43	\$66.75	\$76.43	\$50.16
Feb-19	\$62.43	\$71.80	\$7.50	\$71.80	\$3.57	\$75.31	\$62.43	\$75.31	\$50.78	\$3.57	\$71.80	\$62.43	\$71.80	\$48.26	\$3.57	\$71.80	\$62.43	\$71.80	\$48.26
Mar-19	\$43.51	\$48.81	\$7.50	\$48.81	\$3.57	\$52.02	\$43.51	\$52.02	\$46.16	\$3.57	\$49.65	\$43.51	\$49.65	\$40.74	\$3.57	\$49.65	\$43.51	\$49.65	\$40.74
Apr-19	\$40.22	\$41.42	\$7.50	\$41.42	\$3.57	\$43.25	\$40.22	\$43.25	\$38.25	\$3.57	\$40.22	\$40.22	\$40.22	\$34.71	\$3.57	\$40.22	\$40.22	\$34.71	\$34.71
May-19	\$40.92	\$49.65	\$7.50	\$49.65	\$3.57	\$46.28	\$40.92	\$46.28	\$38.68	\$3.57	\$43.25	\$40.92	\$43.25	\$35.91	\$3.57	\$43.25	\$40.92	\$43.25	\$35.91
Jun-19	\$47.81	\$56.75	\$7.50	\$56.75	\$3.57	\$53.09	\$47.81	\$53.09	\$41.76	\$3.57	\$49.24	\$47.81	\$49.24	\$42.15	\$3.57	\$49.24	\$47.81	\$49.24	\$42.15
Jul-19	\$61.33	\$70.67	\$7.50	\$70.67	\$3.57	\$74.13	\$61.33	\$74.13	\$53.57	\$3.57	\$70.67	\$61.33	\$70.67	\$50.16	\$3.57	\$70.67	\$61.33	\$70.67	\$50.16
Aug-19	\$48.17	\$58.14	\$7.50	\$58.14	\$3.57	\$54.67	\$48.17	\$54.67	\$49.71	\$3.57	\$51.16	\$48.17	\$51.16	\$40.74	\$3.57	\$51.16	\$48.17	\$51.16	\$40.74
Sep-19	\$40.59	\$48.81	\$7.50	\$48.81	\$3.57	\$43.25	\$40.59	\$43.25	\$38.25	\$3.57	\$40.59	\$40.59	\$40.59	\$34.71	\$3.57	\$40.59	\$40.59	\$34.71	\$34.71
Oct-19	\$38.68	\$47.34	\$7.50	\$47.34	\$3.57	\$43.25	\$38.68	\$43.25	\$38.68	\$3.57	\$38.68	\$38.68	\$38.68	\$32.88	\$3.57	\$38.68	\$38.68	\$32.88	\$32.88
Nov-19	\$42.00	\$48.26	\$7.50	\$48.26	\$3.57	\$46.28	\$42.00	\$46.28	\$40.22	\$3.57	\$42.00	\$42.00	\$42.00	\$36.25	\$3.57	\$42.00	\$42.00	\$36.25	\$36.25
Dec-19	\$62.41	\$71.78	\$7.50	\$71.78	\$3.57	\$76.43	\$62.41	\$76.43	\$53.09	\$3.57	\$71.78	\$62.41	\$71.78	\$48.86	\$3.57	\$71.78	\$62.41	\$71.78	\$48.86
Jan-20	\$90.18	\$100.46	\$7.58	\$100.46	\$3.61	\$104.04	\$90.18	\$104.04	\$65.89	\$3.61	\$100.46	\$90.18	\$100.46	\$62.28	\$3.61	\$100.46	\$90.18	\$100.46	\$62.28
Feb-20	\$64.61	\$74.13	\$7.58	\$74.13	\$3.61	\$79.65	\$64.61	\$79.65	\$59.82	\$3.61	\$74.13	\$64.61	\$74.13	\$54.58	\$3.61	\$74.13	\$64.61	\$74.13	\$54.58
Mar-20	\$46.69	\$47.06	\$7.58	\$47.06	\$3.61	\$43.25	\$46.69	\$43.25	\$43.32	\$3.61	\$43.25	\$46.69	\$43.25	\$39.71	\$3.61	\$43.25	\$46.69	\$43.25	\$39.71
Apr-20	\$41.97	\$43.25	\$7.58	\$43.25	\$3.61	\$43.25	\$41.97	\$43.25	\$39.19	\$3.61	\$41.97	\$41.97	\$41.97	\$34.55	\$3.61	\$41.97	\$41.97	\$34.55	\$34.55
May-20	\$43.38	\$49.26	\$7.58	\$49.26	\$3.61	\$52.02	\$43.38	\$52.02	\$40.65	\$3.61	\$46.28	\$43.38	\$46.28	\$37.14	\$3.61	\$46.28	\$43.38	\$46.28	\$37.14
Jun-20	\$51.88	\$61.01	\$7.58	\$61.01	\$3.61	\$64.28	\$51.88	\$64.28	\$41.28	\$3.61	\$58.43	\$51.88	\$58.43	\$44.69	\$3.61	\$58.43	\$51.88	\$58.43	\$44.69
Jul-20	\$63.32	\$72.79	\$7.58	\$72.79	\$3.61	\$76.43	\$63.32	\$76.43	\$53.09	\$3.61	\$68.86	\$63.32	\$68.86	\$48.86	\$3.61	\$68.86	\$63.32	\$68.86	\$48.86
Aug-20	\$50.71	\$59.81	\$7.58	\$59.81	\$3.61	\$62.28	\$50.71	\$62.28	\$49.71	\$3.61	\$55.24	\$50.71	\$55.24	\$44.69	\$3.61	\$55.24	\$50.71	\$55.24	\$44.69
Sep-20	\$42.17	\$43.44	\$7.58	\$43.44	\$3.61	\$43.25	\$42.17	\$43.44	\$40.22	\$3.61	\$42.17	\$42.17	\$42.17	\$36.25	\$3.61	\$42.17	\$42.17	\$36.25	\$36.25
Oct-20	\$40.22	\$41.42	\$7.58	\$41.42	\$3.61	\$43.25	\$40.22	\$41.42	\$39.14	\$3.61	\$40.22	\$40.22	\$40.22	\$34.55	\$3.61	\$40.22	\$40.22	\$34.55	\$34.55
Nov-20	\$44.87	\$46.22	\$7.58	\$46.22	\$3.61	\$46.22	\$44.87	\$46.22	\$42.52	\$3.61	\$44.87	\$44.87	\$44.87	\$37.78	\$3.61	\$44.87	\$44.87	\$37.78	\$37.78
Dec-20	\$65.40	\$74.94	\$7.58	\$74.94	\$3.61	\$79.65	\$65.40	\$79.65	\$54.03	\$3.61	\$74.94	\$65.40	\$74.94	\$50.42	\$3.61	\$74.94	\$65.40	\$74.94	\$50.42
Jan-21	\$92.27	\$102.69	\$7.65	\$102.69	\$3.64	\$106.25	\$92.27	\$106.25	\$67.37	\$3.64	\$102.69	\$92.27	\$102.69	\$66.73	\$3.64	\$102.69	\$92.27	\$102.69	\$66.73
Feb-21	\$66.68	\$76.33	\$7.65	\$76.33	\$3.64	\$80.00	\$66.68	\$80.00	\$60.87	\$3.64	\$76.33	\$66.68	\$76.33	\$55.57	\$3.64	\$76.33	\$66.68	\$76.33	\$55.57
Mar-21	\$47.08	\$48.50	\$7.65	\$48.50	\$3.64	\$43.25	\$47.08	\$43.25	\$44.35	\$3.64	\$43.25	\$47.08	\$43.25	\$39.52	\$3.64	\$43.25	\$47.08	\$39.52	\$39.52
Apr-21	\$46.06	\$47.44	\$7.65	\$47.44	\$3.64	\$43.25	\$46.06	\$43.25	\$41.74	\$3.64	\$46.06	\$46.06	\$46.06	\$36.25	\$3.64	\$46.06	\$46.06	\$36.25	\$36.25
May-21	\$46.06	\$47.44	\$7.65	\$47.44	\$3.64	\$43.25	\$46.06	\$43.25	\$41.74	\$3.64	\$46.06	\$46.06	\$46.06	\$36.25	\$3.64	\$46.06	\$46.06	\$36.25	\$36.25
Jun-21	\$53.11	\$54.70	\$7.65	\$54.70	\$3.64	\$56.26	\$53.11	\$56.26	\$42.54	\$3.64	\$53.11	\$53.11	\$53.11	\$44.69	\$3.64	\$53.11	\$53.11	\$44.69	\$44.69
Jul-21	\$64.33	\$73.91	\$7.65	\$73.91	\$3.64	\$79.65	\$64.33	\$79.65	\$53.09	\$3.64	\$68.86	\$64.33	\$68.86	\$48.86	\$3.64	\$68.86	\$64.33	\$68.86	\$48.86
Aug-21	\$51.26	\$52.79	\$7.65	\$52.79	\$3.64	\$53.09	\$51.26	\$53.09	\$49.71	\$3.64	\$51.26	\$51.26	\$51.26	\$44.69	\$3.64	\$51.26	\$51.26	\$44.69	\$44.69
Sep-21	\$43.02	\$44.31	\$7.65	\$44.31	\$3.64	\$43.25	\$43.02	\$44.31	\$41.84	\$3.64	\$43.02	\$43.02	\$43.02	\$36.25	\$3.64	\$43.02	\$43.02	\$36.25	\$36.25
Oct-21	\$41.12	\$42.35	\$7.65	\$42.35	\$3.64	\$43.25	\$41.12	\$42.35	\$40.12	\$3.64	\$41.12	\$41.12	\$41.12	\$34.55	\$3.64	\$41.12	\$41.12	\$34.55	\$34.55
Nov-21	\$46.45	\$47.85	\$7.65	\$47.85	\$3.64	\$48.86	\$46.45	\$48.86	\$43.59	\$3.64	\$46.45	\$46.45	\$46.45	\$38.78	\$3.64	\$46.45	\$46.45	\$38.78	\$38.78
Dec-21	\$66.70	\$76.35	\$7.65	\$76.35	\$3.64	\$80													

**Energy Purchases from New Brunswick/Nalcor: Low Case**

**Nalcor Energy Sales (Low Case)**

NB On Peak Price		Plus: NB Transmission (On Peak)		MassHub - On Peak - Low		MassHub - Off Peak - Low		NB Off Peak Price		Plus: NB Transmission (OffPeak)		MassHub - On Peak - Low		MassHub - Off Peak - Low		Plus: NB Transmission (OffPeak)		Nalcor On Peak Price		Plus: NB Transmission (On Peak)		MassHub - On Peak - Low		MassHub - Off Peak - Low		Plus: NB Transmission (OffPeak)		Nalcor Off Peak Price	
Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low	Peak	Low
Jan-22	\$95.16	\$73.73	\$105.74	\$64.06	\$65.98	\$98.01	\$98.01	\$3.68	\$3.68	\$98.01	\$98.01	\$95.16	\$98.01	\$95.16	\$98.01	\$98.01	\$98.01	\$69.66	\$69.66	\$98.01	\$98.01	\$95.16	\$98.01	\$95.16	\$98.01	\$98.01	\$98.01	\$65.98	\$65.98
Feb-22	\$71.08	\$77.81	\$78.81	\$59.44	\$3.68	\$77.81	\$77.81	\$3.68	\$3.68	\$77.81	\$77.81	\$69.66	\$69.66	\$69.66	\$69.66	\$69.66	\$69.66	\$71.08	\$71.08	\$77.81	\$77.81	\$71.08	\$77.81	\$71.08	\$77.81	\$77.81	\$77.81	\$59.44	\$59.44
Mar-22	\$48.87	\$50.33	\$50.33	\$41.39	\$48.87	\$50.33	\$50.33	\$48.87	\$48.87	\$50.33	\$50.33	\$48.87	\$48.87	\$48.87	\$48.87	\$48.87	\$48.87	\$48.87	\$48.87	\$50.33	\$50.33	\$48.87	\$50.33	\$48.87	\$50.33	\$50.33	\$50.33	\$42.63	\$42.63
Apr-22	\$46.06	\$47.44	\$47.44	\$37.14	\$38.25	\$47.44	\$47.44	\$46.06	\$46.06	\$47.44	\$47.44	\$46.06	\$46.06	\$46.06	\$46.06	\$46.06	\$46.06	\$46.06	\$46.06	\$47.44	\$47.44	\$46.06	\$47.44	\$46.06	\$47.44	\$47.44	\$47.44	\$38.25	\$38.25
May-22	\$51.73	\$53.28	\$53.28	\$39.98	\$39.98	\$53.28	\$53.28	\$43.66	\$43.66	\$53.28	\$53.28	\$39.98	\$39.98	\$39.98	\$39.98	\$39.98	\$39.98	\$39.98	\$39.98	\$53.28	\$53.28	\$39.98	\$53.28	\$39.98	\$53.28	\$53.28	\$53.28	\$39.98	\$39.98
Jun-22	\$54.75	\$56.39	\$56.39	\$40.80	\$36.68	\$56.39	\$56.39	\$44.48	\$44.48	\$56.39	\$56.39	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80	\$56.39	\$56.39	\$40.80	\$56.39	\$40.80	\$56.39	\$56.39	\$56.39	\$40.80	\$40.80
Jul-22	\$66.67	\$68.67	\$68.67	\$41.35	\$42.59	\$68.67	\$68.67	\$46.27	\$46.27	\$68.67	\$68.67	\$41.35	\$41.35	\$41.35	\$41.35	\$41.35	\$41.35	\$41.35	\$41.35	\$68.67	\$68.67	\$41.35	\$68.67	\$41.35	\$68.67	\$68.67	\$68.67	\$42.59	\$42.59
Aug-22	\$52.17	\$53.74	\$53.74	\$40.82	\$42.05	\$53.74	\$53.74	\$45.73	\$45.73	\$53.74	\$53.74	\$40.82	\$40.82	\$40.82	\$40.82	\$40.82	\$40.82	\$40.82	\$40.82	\$53.74	\$53.74	\$40.82	\$53.74	\$40.82	\$53.74	\$53.74	\$53.74	\$42.05	\$42.05
Sep-22	\$44.65	\$45.99	\$45.99	\$38.81	\$43.65	\$45.99	\$45.99	\$43.65	\$43.65	\$45.99	\$45.99	\$38.81	\$38.81	\$38.81	\$38.81	\$38.81	\$38.81	\$38.81	\$38.81	\$45.99	\$45.99	\$38.81	\$45.99	\$38.81	\$45.99	\$45.99	\$45.99	\$39.97	\$39.97
Oct-22	\$42.81	\$44.10	\$44.10	\$37.03	\$38.14	\$44.10	\$44.10	\$41.82	\$41.82	\$44.10	\$44.10	\$37.03	\$37.03	\$37.03	\$37.03	\$37.03	\$37.03	\$37.03	\$37.03	\$44.10	\$44.10	\$37.03	\$44.10	\$37.03	\$44.10	\$44.10	\$44.10	\$38.14	\$38.14
Nov-22	\$48.71	\$50.17	\$50.17	\$40.52	\$41.74	\$50.17	\$50.17	\$45.42	\$45.42	\$50.17	\$50.17	\$40.52	\$40.52	\$40.52	\$40.52	\$40.52	\$40.52	\$40.52	\$40.52	\$50.17	\$50.17	\$40.52	\$50.17	\$40.52	\$50.17	\$50.17	\$50.17	\$41.74	\$41.74
Dec-22	\$69.35	\$71.43	\$71.43	\$53.98	\$52.41	\$71.43	\$71.43	\$57.66	\$57.66	\$71.43	\$71.43	\$53.98	\$53.98	\$53.98	\$53.98	\$53.98	\$53.98	\$53.98	\$53.98	\$71.43	\$71.43	\$53.98	\$71.43	\$53.98	\$71.43	\$71.43	\$71.43	\$53.98	\$53.98
Jan-23	\$97.06	\$99.97	\$99.97	\$65.34	\$67.30	\$99.97	\$99.97	\$71.02	\$71.02	\$99.97	\$99.97	\$65.34	\$65.34	\$65.34	\$65.34	\$65.34	\$65.34	\$65.34	\$65.34	\$99.97	\$99.97	\$65.34	\$99.97	\$65.34	\$99.97	\$99.97	\$99.97	\$67.30	\$67.30
Feb-23	\$70.39	\$72.50	\$72.50	\$58.87	\$60.63	\$72.50	\$72.50	\$64.35	\$64.35	\$72.50	\$72.50	\$58.87	\$58.87	\$58.87	\$58.87	\$58.87	\$58.87	\$58.87	\$58.87	\$72.50	\$72.50	\$58.87	\$72.50	\$58.87	\$72.50	\$72.50	\$72.50	\$60.63	\$60.63
Mar-23	\$49.84	\$51.34	\$51.34	\$42.22	\$43.48	\$51.34	\$51.34	\$47.20	\$47.20	\$51.34	\$51.34	\$42.22	\$42.22	\$42.22	\$42.22	\$42.22	\$42.22	\$42.22	\$42.22	\$51.34	\$51.34	\$42.22	\$51.34	\$42.22	\$51.34	\$51.34	\$51.34	\$43.48	\$43.48
Apr-23	\$46.98	\$48.39	\$48.39	\$37.88	\$39.01	\$48.39	\$48.39	\$42.73	\$42.73	\$48.39	\$48.39	\$37.88	\$37.88	\$37.88	\$37.88	\$37.88	\$37.88	\$37.88	\$37.88	\$48.39	\$48.39	\$37.88	\$48.39	\$37.88	\$48.39	\$48.39	\$48.39	\$39.01	\$39.01
May-23	\$52.76	\$54.35	\$54.35	\$39.59	\$40.78	\$54.35	\$54.35	\$44.50	\$44.50	\$54.35	\$54.35	\$39.59	\$39.59	\$39.59	\$39.59	\$39.59	\$39.59	\$39.59	\$39.59	\$54.35	\$54.35	\$39.59	\$54.35	\$39.59	\$54.35	\$54.35	\$54.35	\$40.78	\$40.78
Jun-23	\$55.84	\$57.52	\$57.52	\$40.41	\$41.62	\$57.52	\$57.52	\$45.84	\$45.84	\$57.52	\$57.52	\$40.41	\$40.41	\$40.41	\$40.41	\$40.41	\$40.41	\$40.41	\$40.41	\$57.52	\$57.52	\$40.41	\$57.52	\$40.41	\$57.52	\$57.52	\$57.52	\$41.62	\$41.62
Jul-23	\$68.00	\$70.05	\$70.05	\$42.17	\$43.44	\$70.05	\$70.05	\$47.15	\$47.15	\$70.05	\$70.05	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$70.05	\$70.05	\$68.00	\$70.05	\$68.00	\$70.05	\$70.05	\$70.05	\$43.44	\$43.44
Aug-23	\$53.22	\$54.81	\$54.81	\$41.64	\$42.89	\$54.81	\$54.81	\$46.61	\$46.61	\$54.81	\$54.81	\$53.22	\$53.22	\$53.22	\$53.22	\$53.22	\$53.22	\$53.22	\$53.22	\$54.81	\$54.81	\$41.64	\$54.81	\$41.64	\$54.81	\$54.81	\$54.81	\$42.89	\$42.89
Sep-23	\$45.55	\$46.91	\$46.91	\$39.58	\$40.77	\$46.91	\$46.91	\$44.49	\$44.49	\$46.91	\$46.91	\$39.58	\$39.58	\$39.58	\$39.58	\$39.58	\$39.58	\$39.58	\$39.58	\$46.91	\$46.91	\$39.58	\$46.91	\$39.58	\$46.91	\$46.91	\$46.91	\$40.77	\$40.77
Oct-23	\$43.67	\$44.98	\$44.98	\$37.77	\$38.90	\$44.98	\$44.98	\$42.62	\$42.62	\$44.98	\$44.98	\$43.67	\$43.67	\$43.67	\$43.67	\$43.67	\$43.67	\$43.67	\$43.67	\$44.98	\$44.98	\$37.77	\$44.98	\$37.77	\$44.98	\$44.98	\$44.98	\$38.90	\$38.90
Nov-23	\$49.68	\$51.17	\$51.17	\$41.33	\$42.57	\$51.17	\$51.17	\$46.29	\$46.29	\$51.17	\$51.17	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$51.17	\$51.17	\$41.33	\$51.17	\$41.33	\$51.17	\$51.17	\$51.17	\$42.57	\$42.57
Dec-23	\$70.74	\$72.86	\$72.86	\$53.46	\$55.06	\$72.86	\$72.86	\$58.78	\$58.78	\$72.86	\$72.86	\$53.46	\$53.46	\$53.46	\$53.46	\$53.46	\$53.46	\$53.46	\$53.46	\$72.86	\$72.86	\$53.46	\$72.86	\$53.46	\$72.86	\$72.86	\$72.86	\$55.06	\$55.06
Jan-24	\$99.00	\$101.97	\$101.97	\$66.65	\$68.65	\$101.97	\$101.97	\$74.00	\$74.00	\$101.97	\$101.97	\$66.65	\$66.65	\$66.65	\$66.65	\$66.65	\$66.65	\$66.65	\$66.65	\$101.97	\$101.97	\$66.65	\$101.97	\$66.65	\$101.97	\$101.97	\$101.97	\$68.65	\$68.65
Feb-24	\$71.80	\$73.95	\$73.95	\$60.04	\$61.85	\$73.95	\$73.95	\$65.60	\$65.60	\$73.95	\$73.95	\$71.80	\$71.80	\$71.80	\$71.80	\$71.80	\$71.80	\$71.80	\$71.80	\$73.95	\$73.95	\$60.04	\$73.95	\$60.04	\$73.95	\$73.95	\$73.95	\$61.85	\$61.85
Mar-24	\$50.84	\$52.36	\$52.36	\$43.06	\$44.35	\$52.36	\$52.36	\$48.11	\$48.11	\$52.36	\$52.36	\$50.84	\$50.84	\$50.84	\$50.84	\$50.84	\$50.84	\$50.84	\$50.84	\$52.36	\$52.36	\$43.06	\$52.36	\$43.06	\$52.36	\$52.36	\$52.36	\$44.35	\$44.35
Apr-24	\$47.92	\$49.35	\$49.35	\$38.64	\$39.79	\$49.35	\$49.35	\$43.55	\$43.55	\$49.35	\$49.35	\$38.64	\$38.64	\$38.64	\$38.64	\$38.64	\$38.64	\$38.64	\$38.64	\$49.35	\$49.35	\$38.64	\$49.35	\$38.64	\$49.35	\$49.35	\$49.35	\$39.79	\$39.79
May-24	\$53.82	\$55.43	\$55.43	\$40.38	\$41.60	\$55.43	\$55.43	\$45.35	\$45.35	\$55.43	\$55.43	\$40.38	\$40.38	\$40.38	\$40.38	\$40.38	\$40.38	\$40.38	\$40.38	\$55.43	\$55.43	\$40.38	\$55.43	\$40.38	\$55.43	\$55.43	\$55.43	\$41.60	\$41.60
Jun-24	\$56.96	\$58.67	\$58.67	\$41.22	\$42.45	\$58.67	\$58.67	\$46.21	\$46.21	\$58.67	\$58.67	\$41.22	\$41.22	\$41.22	\$41.22	\$41.22	\$41.22	\$41.22	\$41.22	\$58.67	\$58.67	\$41.22	\$58.67	\$41.22	\$58.67	\$58.67	\$58.67	\$42.45	\$42.45
Jul-24	\$69.37	\$71.45	\$71.45	\$43.02	\$44.31	\$71.45	\$71.45	\$48.06	\$48.06	\$71.45	\$71.45	\$69.37	\$69.37	\$69.37	\$69.37	\$69.37	\$69.37	\$69.37	\$69.37	\$71.45	\$71.45	\$43.02	\$71.45	\$43.02	\$71.45	\$71.45	\$71.45	\$44.31	\$44.31
Aug-24	\$54.28	\$55.91	\$55.91	\$42.47	\$43.75	\$55.91	\$55.91	\$47.50	\$47.50	\$55.91	\$55.91	\$54.28	\$54.28	\$54.28	\$54.28	\$54.28	\$54.28	\$54.28	\$54.28	\$55.91	\$55.91	\$42.47	\$55.91	\$42.47	\$55.91	\$55.91	\$55.91	\$43.75	\$43.75
Sep-24	\$46.46	\$47.85	\$47.85	\$40.38	\$41.59	\$47.85	\$47.85	\$44.34	\$44.34	\$47.85	\$47.85	\$46.46	\$46.46	\$46.46	\$46.46	\$46.46	\$46.46	\$46.46	\$46.46	\$47.85	\$47.85	\$40.38	\$47.85	\$40.38	\$47.85	\$47.85	\$47.85	\$41.59	\$41.59
Oct-24	\$44.54	\$45.88	\$45.88	\$38.52	\$39.68	\$45.88	\$45.88	\$43.43	\$43.43	\$45.88	\$45.88	\$44.54	\$44.54	\$44.54	\$44.54	\$44.54	\$44.54	\$44.54	\$44.54	\$45.88	\$45.88	\$38.52	\$45.88	\$38.52	\$45.88	\$45.88	\$45.88	\$39.68	\$39.68
Nov-24	\$50.67	\$52.19	\$52.19	\$42.16	\$43.42	\$52.19	\$52.19	\$47.18	\$47.18	\$52.19	\$52.19	\$50.67	\$50.67	\$50.67	\$50.67	\$50.67	\$50.67	\$50.67	\$50.67	\$52.19	\$52.19	\$42.16	\$52.19	\$42.16	\$52.19	\$52.19	\$52.19	\$43.42	\$43.42
Dec-24	\$72.16	\$74.32	\$74.32	\$54.53	\$56.16	\$74.32	\$74.32	\$59.92	\$59.92	\$74.32	\$74.32	\$72.16	\$72.16	\$72.16	\$72.16	\$72.16	\$72.16	\$72.16	\$72.16	\$74.32	\$74.32	\$54.53	\$74.32	\$54.53	\$74.32	\$74.32	\$74.32	\$56.16	\$56.16
Jan-25	\$103.98	\$104.01	\$104.01	\$67.98	\$70.02	\$104.01	\$104.01	\$73.81	\$73.81	\$104.01	\$104.01	\$103.98	\$103.98	\$103.98	\$103.98	\$103.98	\$103.98	\$103.98	\$103.98	\$104.01	\$104.01	\$67.98	\$104.01	\$67.98	\$104.01	\$104.01	\$104.01	\$70.02	\$70.02
Feb-25	\$73.24	\$75.43	\$75.43	\$61.25	\$63.08	\$75.43	\$75.43	\$66.87	\$66.87	\$75.43	\$75.43	\$73.24	\$73.24	\$73.24	\$73.24	\$73.24	\$73.24	\$73.24	\$73.24	\$75.43	\$75.43	\$61.25	\$75.43	\$61.25	\$75.43	\$75.43	\$75.43	\$63.08	\$63.08
Mar-25	\$51.86	\$53.41	\$53.41	\$43.92	\$45.24	\$53.41	\$53.41																						





Energy Purchases from New Brunswick/Nalcor: Low Case

Nalcor Energy Sales (Low Case)

New Brunswick Energy Sales (Low Case)

Month	NB On Peak Price		Plus: NB Transmission (On Peak)	NB Off Peak Price		Plus: NB Transmission (Off Peak)	MassHub - On Peak - Low		Plus: NB Transmission (On Peak)	MassHub - Off Peak - Low		Plus: NB Transmission (Off Peak)	Nalcor On Peak Price		Plus: NB Transmission (On Peak)	Nalcor Off Peak Price	
	Peak - Low	Price		Peak - Low	Price		Peak - Low	Base		Peak - Low	Low		Peak - Low	Low		Peak - Low	Low
Jan-37	\$128.07	\$8.97	\$131.91	\$88.80	\$93.07	\$4.27	\$131.91	\$93.07	\$131.91	\$93.07	\$4.27	\$131.91	\$86.21	\$88.80	\$88.80	\$86.21	
Feb-37	\$92.88	\$140.88	\$95.67	\$80.00	\$84.28	\$4.27	\$95.67	\$84.28	\$95.67	\$84.28	\$4.27	\$95.67	\$77.67	\$80.00	\$80.00	\$77.67	
Mar-37	\$65.74	\$104.64	\$67.74	\$55.70	\$61.65	\$4.27	\$67.74	\$61.65	\$67.74	\$61.65	\$4.27	\$67.74	\$55.70	\$55.70	\$55.70	\$55.70	
Apr-37	\$61.99	\$67.82	\$63.85	\$49.98	\$55.75	\$4.27	\$63.85	\$55.75	\$63.85	\$55.75	\$4.27	\$63.85	\$49.98	\$49.98	\$49.98	\$49.98	
May-37	\$69.62	\$80.68	\$71.71	\$52.24	\$58.08	\$4.27	\$71.71	\$58.08	\$71.71	\$58.08	\$4.27	\$71.71	\$52.24	\$52.24	\$52.24	\$52.24	
Jun-37	\$73.69	\$84.87	\$75.90	\$53.32	\$61.59	\$4.27	\$75.90	\$61.59	\$75.90	\$61.59	\$4.27	\$75.90	\$53.32	\$53.32	\$53.32	\$53.32	
Jul-37	\$89.73	\$101.40	\$89.73	\$55.65	\$61.59	\$4.27	\$89.73	\$61.59	\$89.73	\$61.59	\$4.27	\$89.73	\$55.65	\$55.65	\$55.65	\$55.65	
Aug-37	\$70.22	\$81.30	\$70.22	\$54.94	\$60.86	\$4.27	\$70.22	\$60.86	\$70.22	\$60.86	\$4.27	\$70.22	\$54.94	\$54.94	\$54.94	\$54.94	
Sep-37	\$60.10	\$70.87	\$60.10	\$52.23	\$58.07	\$4.27	\$60.10	\$58.07	\$60.10	\$58.07	\$4.27	\$60.10	\$52.23	\$52.23	\$52.23	\$52.23	
Oct-37	\$57.62	\$68.32	\$57.62	\$49.83	\$55.60	\$4.27	\$57.62	\$55.60	\$57.62	\$55.60	\$4.27	\$57.62	\$49.83	\$49.83	\$49.83	\$49.83	
Nov-37	\$65.55	\$76.49	\$65.55	\$54.54	\$60.44	\$4.27	\$65.55	\$60.44	\$65.55	\$60.44	\$4.27	\$65.55	\$54.54	\$54.54	\$54.54	\$54.54	
Dec-37	\$93.34	\$105.11	\$93.34	\$72.65	\$76.92	\$4.27	\$93.34	\$76.92	\$93.34	\$76.92	\$4.27	\$93.34	\$72.65	\$72.65	\$72.65	\$72.65	
Jan-38	\$130.63	\$143.61	\$130.63	\$90.58	\$94.89	\$4.31	\$130.63	\$94.89	\$130.63	\$94.89	\$4.31	\$130.63	\$90.58	\$90.58	\$90.58	\$90.58	
Feb-38	\$94.74	\$106.64	\$94.74	\$79.23	\$85.92	\$4.31	\$94.74	\$85.92	\$94.74	\$85.92	\$4.31	\$94.74	\$79.23	\$79.23	\$79.23	\$79.23	
Mar-38	\$67.08	\$78.16	\$67.08	\$56.82	\$62.84	\$4.31	\$67.08	\$62.84	\$67.08	\$62.84	\$4.31	\$67.08	\$56.82	\$56.82	\$56.82	\$56.82	
Apr-38	\$63.23	\$74.18	\$63.23	\$50.98	\$56.82	\$4.31	\$63.23	\$56.82	\$63.23	\$56.82	\$4.31	\$63.23	\$50.98	\$50.98	\$50.98	\$50.98	
May-38	\$71.01	\$82.20	\$71.01	\$53.29	\$59.20	\$4.31	\$71.01	\$59.20	\$71.01	\$59.20	\$4.31	\$71.01	\$53.29	\$53.29	\$53.29	\$53.29	
Jun-38	\$75.16	\$86.48	\$75.16	\$54.38	\$60.33	\$4.31	\$75.16	\$60.33	\$75.16	\$60.33	\$4.31	\$75.16	\$54.38	\$54.38	\$54.38	\$54.38	
Jul-38	\$91.53	\$103.33	\$91.53	\$56.76	\$62.78	\$4.31	\$91.53	\$62.78	\$91.53	\$62.78	\$4.31	\$91.53	\$56.76	\$56.76	\$56.76	\$56.76	
Aug-38	\$71.62	\$82.83	\$71.62	\$56.04	\$62.04	\$4.31	\$71.62	\$62.04	\$71.62	\$62.04	\$4.31	\$71.62	\$56.04	\$56.04	\$56.04	\$56.04	
Sep-38	\$61.30	\$72.20	\$61.30	\$53.28	\$59.19	\$4.31	\$61.30	\$59.19	\$61.30	\$59.19	\$4.31	\$61.30	\$53.28	\$53.28	\$53.28	\$53.28	
Oct-38	\$58.77	\$69.60	\$58.77	\$50.83	\$56.67	\$4.31	\$58.77	\$56.67	\$58.77	\$56.67	\$4.31	\$58.77	\$50.83	\$50.83	\$50.83	\$50.83	
Nov-38	\$66.86	\$77.93	\$66.86	\$55.63	\$61.61	\$4.31	\$66.86	\$61.61	\$66.86	\$61.61	\$4.31	\$66.86	\$55.63	\$55.63	\$55.63	\$55.63	
Dec-38	\$95.21	\$107.13	\$95.21	\$71.95	\$78.42	\$4.31	\$95.21	\$78.42	\$95.21	\$78.42	\$4.31	\$95.21	\$71.95	\$71.95	\$71.95	\$71.95	
Jan-39	\$133.24	\$146.39	\$133.24	\$89.70	\$96.75	\$4.36	\$133.24	\$96.75	\$133.24	\$96.75	\$4.36	\$133.24	\$89.70	\$89.70	\$89.70	\$89.70	
Feb-39	\$96.63	\$108.69	\$96.63	\$80.81	\$87.59	\$4.36	\$96.63	\$87.59	\$96.63	\$87.59	\$4.36	\$96.63	\$80.81	\$80.81	\$80.81	\$80.81	
Mar-39	\$68.42	\$79.63	\$68.42	\$57.95	\$64.05	\$4.36	\$68.42	\$64.05	\$68.42	\$64.05	\$4.36	\$68.42	\$57.95	\$57.95	\$57.95	\$57.95	
Apr-39	\$64.49	\$75.58	\$64.49	\$52.00	\$57.92	\$4.36	\$64.49	\$57.92	\$64.49	\$57.92	\$4.36	\$64.49	\$52.00	\$52.00	\$52.00	\$52.00	
May-39	\$72.43	\$83.76	\$72.43	\$54.35	\$60.34	\$4.36	\$72.43	\$60.34	\$72.43	\$60.34	\$4.36	\$72.43	\$54.35	\$54.35	\$54.35	\$54.35	
Jun-39	\$76.66	\$88.12	\$76.66	\$55.47	\$61.49	\$4.36	\$76.66	\$61.49	\$76.66	\$61.49	\$4.36	\$76.66	\$55.47	\$55.47	\$55.47	\$55.47	
Jul-39	\$93.36	\$105.31	\$93.36	\$57.90	\$63.99	\$4.36	\$93.36	\$63.99	\$93.36	\$63.99	\$4.36	\$93.36	\$57.90	\$57.90	\$57.90	\$57.90	
Aug-39	\$73.05	\$84.40	\$73.05	\$57.16	\$63.24	\$4.36	\$73.05	\$63.24	\$73.05	\$63.24	\$4.36	\$73.05	\$57.16	\$57.16	\$57.16	\$57.16	
Sep-39	\$62.52	\$73.55	\$62.52	\$54.34	\$60.33	\$4.36	\$62.52	\$60.33	\$62.52	\$60.33	\$4.36	\$62.52	\$54.34	\$54.34	\$54.34	\$54.34	
Oct-39	\$59.95	\$61.75	\$59.95	\$51.85	\$57.76	\$4.36	\$59.95	\$57.76	\$59.95	\$57.76	\$4.36	\$59.95	\$51.85	\$51.85	\$51.85	\$51.85	
Nov-39	\$68.20	\$79.40	\$68.20	\$56.74	\$62.80	\$4.36	\$68.20	\$62.80	\$68.20	\$62.80	\$4.36	\$68.20	\$56.74	\$56.74	\$56.74	\$56.74	
Dec-39	\$97.11	\$109.18	\$97.11	\$73.39	\$79.94	\$4.36	\$97.11	\$79.94	\$97.11	\$79.94	\$4.36	\$97.11	\$73.39	\$73.39	\$73.39	\$73.39	
Jan-40	\$135.90	\$149.23	\$135.90	\$91.49	\$98.64	\$4.40	\$135.90	\$98.64	\$135.90	\$98.64	\$4.40	\$135.90	\$91.49	\$91.49	\$91.49	\$91.49	
Feb-40	\$98.57	\$110.77	\$98.57	\$82.43	\$89.30	\$4.40	\$98.57	\$89.30	\$98.57	\$89.30	\$4.40	\$98.57	\$82.43	\$82.43	\$82.43	\$82.43	
Mar-40	\$69.79	\$81.13	\$69.79	\$59.11	\$65.29	\$4.40	\$69.79	\$65.29	\$69.79	\$65.29	\$4.40	\$69.79	\$59.11	\$59.11	\$59.11	\$59.11	
Apr-40	\$65.78	\$77.00	\$65.78	\$53.04	\$59.03	\$4.40	\$65.78	\$59.03	\$65.78	\$59.03	\$4.40	\$65.78	\$53.04	\$53.04	\$53.04	\$53.04	
May-40	\$73.88	\$86.34	\$73.88	\$55.44	\$61.50	\$4.40	\$73.88	\$61.50	\$73.88	\$61.50	\$4.40	\$73.88	\$55.44	\$55.44	\$55.44	\$55.44	
Jun-40	\$78.20	\$89.79	\$78.20	\$56.58	\$62.68	\$4.40	\$78.20	\$62.68	\$78.20	\$62.68	\$4.40	\$78.20	\$56.58	\$56.58	\$56.58	\$56.58	
Jul-40	\$95.22	\$107.32	\$95.22	\$59.05	\$65.23	\$4.40	\$95.22	\$65.23	\$95.22	\$65.23	\$4.40	\$95.22	\$59.05	\$59.05	\$59.05	\$59.05	
Aug-40	\$74.51	\$85.99	\$74.51	\$58.31	\$64.46	\$4.40	\$74.51	\$64.46	\$74.51	\$64.46	\$4.40	\$74.51	\$58.31	\$58.31	\$58.31	\$58.31	
Sep-40	\$63.78	\$76.75	\$63.78	\$55.43	\$61.49	\$4.40	\$63.78	\$61.49	\$63.78	\$61.49	\$4.40	\$63.78	\$55.43	\$55.43	\$55.43	\$55.43	
Oct-40	\$61.15	\$72.23	\$61.15	\$52.88	\$58.87	\$4.40	\$61.15	\$58.87	\$61.15	\$58.87	\$4.40	\$61.15	\$52.88	\$52.88	\$52.88	\$52.88	
Nov-40	\$69.56	\$80.89	\$69.56	\$57.87	\$64.01	\$4.40	\$69.56	\$64.01	\$69.56	\$64.01	\$4.40	\$69.56	\$57.87	\$57.87	\$57.87	\$57.87	
Dec-40	\$99.05	\$111.27	\$99.05	\$74.85	\$81.50	\$4.40	\$99.05	\$81.50	\$99.05	\$81.50	\$4.40	\$99.05	\$74.85	\$74.85	\$74.85	\$74.85	

NB Transmission Charges:

Schedule 1	Scheduling, System Control and Dispatch Service
On Peak Hourly	\$0.50 per MW of Reserved Capacity per Hour
Off Peak Hourly	\$0.24 per MW of Reserved Capacity per Hour

## Energy Purchases from New Brunswick/Nalcor: Low Case

### New Brunswick Energy Sales (Low Case)

	MassHub - On Peak - Low	MassHub - On Peak - Low	Plus: NB Transmission (On Peak)	NB On Peak Price	MassHub - Off Peak - Low	MassHub - Off Peak - Low	Plus: NB Transmission (OffPeak)	NB Off Peak Price	MassHub - Off Peak - Low	MassHub - Off Peak - Low	Plus: NB Transmission (OffPeak)	Nalcor On Peak Price	Nalcor Off Peak Price
<b>Schedule 2</b>													
<i>Reactive Supply and Voltage Control / No generation Source Services</i>													
On Peak-Hourly													
Off Peak-Hourly													
<i>Non-Firm Point-to-Point Transmission Service</i>													
On Peak-Hourly													
Off Peak-Hourly													
<b>Schedule 7 &amp; 8</b>													
On Peak-Hourly													
Off Peak-Hourly													
<b>Schedule 1 + 2 + 7/8</b>													
On Peak													
Off Peak													
Losses													
Year of estimates													
Annual escalation													
COD													

**Foreign Exchange Assumptions**

ForEX 1.03





Energy Purchases from New Brunswick/Nalcor (Base Case)

New Brunswick Energy Sales (Base Case)

Nalcor Energy Sales (Base Case)

	MassHub-On Peak-Base Price US\$	MassHub-Off Peak-Base Price US\$	Plus: NB Transmission (Offpeak) CAD\$	NB Off Peak Price CAD\$	Plus: NB Transmission (Offpeak) CAD\$	MassHub-On Peak-Base Price US\$	MassHub-Off Peak-Base Price US\$	Plus: NB Transmission (Offpeak) CAD\$	Nalcor On Peak Price CAD\$	Plus: NB Transmission (Offpeak) CAD\$	MassHub-On Peak-Base Price US\$	MassHub-Off Peak-Base Price US\$	Plus: NB Transmission (Offpeak) CAD\$	Nalcor Off Peak Price CAD\$
Jan-22	\$116.15	\$78.46	\$80.83	\$3.68	\$64.51	\$119.63	\$78.46	\$119.63	\$13.03		\$78.46	\$80.83		\$80.83
Feb-22	\$84.25	\$70.64	\$76.44	\$3.68	\$74.76	\$86.78	\$70.64	\$76.44	\$86.78		\$70.64	\$72.76		\$72.76
Mar-22	\$59.30	\$49.71	\$51.20	\$3.68	\$54.88	\$61.08	\$49.71	\$51.20	\$61.08		\$49.71	\$51.20		\$51.20
Apr-22	\$65.44	\$44.58	\$45.92	\$3.68	\$49.60	\$55.44	\$44.58	\$45.92	\$55.44		\$44.58	\$45.92		\$45.92
May-22	\$62.65	\$46.20	\$47.58	\$3.68	\$51.26	\$64.53	\$46.20	\$47.58	\$64.53		\$46.20	\$47.58		\$47.58
Jun-22	\$66.32	\$47.33	\$48.75	\$3.68	\$52.43	\$68.31	\$47.33	\$48.75	\$68.31		\$47.33	\$48.75		\$48.75
Jul-22	\$80.98	\$49.83	\$51.33	\$3.68	\$55.01	\$83.41	\$49.83	\$51.33	\$83.41		\$49.83	\$51.33		\$51.33
Aug-22	\$63.31	\$49.06	\$50.53	\$3.68	\$54.21	\$63.31	\$49.06	\$50.53	\$63.31		\$49.06	\$50.53		\$50.53
Sep-22	\$53.27	\$46.65	\$48.05	\$3.68	\$51.73	\$54.87	\$46.65	\$48.05	\$54.87		\$46.65	\$48.05		\$48.05
Oct-22	\$50.96	\$44.59	\$45.92	\$3.68	\$49.60	\$52.49	\$44.59	\$45.92	\$52.49		\$44.59	\$45.92		\$45.92
Nov-22	\$58.55	\$49.12	\$50.59	\$3.68	\$54.27	\$58.55	\$49.12	\$50.59	\$58.55		\$49.12	\$50.59		\$50.59
Dec-22	\$84.55	\$63.97	\$65.89	\$3.68	\$69.57	\$84.55	\$63.97	\$65.89	\$84.55		\$63.97	\$65.89		\$65.89
Jan-23	\$118.47	\$80.05	\$82.45	\$3.72	\$86.16	\$118.47	\$80.05	\$82.45	\$118.47		\$80.05	\$82.45		\$82.45
Feb-23	\$85.93	\$72.06	\$74.22	\$3.72	\$77.93	\$85.93	\$72.06	\$74.22	\$85.93		\$72.06	\$74.22		\$74.22
Mar-23	\$60.49	\$50.70	\$52.22	\$3.72	\$55.94	\$60.49	\$50.70	\$52.22	\$60.49		\$50.70	\$52.22		\$52.22
Apr-23	\$56.55	\$45.48	\$46.84	\$3.72	\$50.56	\$56.55	\$45.48	\$46.84	\$56.55		\$45.48	\$46.84		\$46.84
May-23	\$63.91	\$47.12	\$48.54	\$3.72	\$52.25	\$63.91	\$47.12	\$48.54	\$63.91		\$47.12	\$48.54		\$48.54
Jun-23	\$67.65	\$48.27	\$49.72	\$3.72	\$53.44	\$67.65	\$48.27	\$49.72	\$67.65		\$48.27	\$49.72		\$49.72
Jul-23	\$82.60	\$50.83	\$52.35	\$3.72	\$56.07	\$82.60	\$50.83	\$52.35	\$82.60		\$50.83	\$52.35		\$52.35
Aug-23	\$64.58	\$50.04	\$51.55	\$3.72	\$55.26	\$64.58	\$50.04	\$51.55	\$64.58		\$50.04	\$51.55		\$51.55
Sep-23	\$54.33	\$47.58	\$49.01	\$3.72	\$52.73	\$54.33	\$47.58	\$49.01	\$54.33		\$47.58	\$49.01		\$49.01
Oct-23	\$51.98	\$45.48	\$46.84	\$3.72	\$50.56	\$51.98	\$45.48	\$46.84	\$51.98		\$45.48	\$46.84		\$46.84
Nov-23	\$59.72	\$50.10	\$51.60	\$3.72	\$55.32	\$59.72	\$50.10	\$51.60	\$59.72		\$50.10	\$51.60		\$51.60
Dec-23	\$86.24	\$65.25	\$67.21	\$3.72	\$70.92	\$86.24	\$65.25	\$67.21	\$86.24		\$65.25	\$67.21		\$67.21
Jan-24	\$120.84	\$81.65	\$83.26	\$3.75	\$87.85	\$120.84	\$81.65	\$83.26	\$120.84		\$81.65	\$83.26		\$83.26
Feb-24	\$87.65	\$73.50	\$75.70	\$3.75	\$79.46	\$87.65	\$73.50	\$75.70	\$87.65		\$73.50	\$75.70		\$75.70
Mar-24	\$61.70	\$51.71	\$53.75	\$3.75	\$57.02	\$61.70	\$51.71	\$53.75	\$61.70		\$51.71	\$53.75		\$53.75
Apr-24	\$57.68	\$46.39	\$47.78	\$3.75	\$51.53	\$57.68	\$46.39	\$47.78	\$57.68		\$46.39	\$47.78		\$47.78
May-24	\$65.18	\$49.51	\$51.44	\$3.75	\$53.26	\$65.18	\$49.51	\$51.44	\$65.18		\$49.51	\$51.44		\$51.44
Jun-24	\$69.00	\$49.24	\$50.72	\$3.75	\$54.47	\$69.00	\$49.24	\$50.72	\$69.00		\$49.24	\$50.72		\$50.72
Jul-24	\$84.25	\$51.84	\$53.40	\$3.75	\$57.15	\$84.25	\$51.84	\$53.40	\$84.25		\$51.84	\$53.40		\$53.40
Aug-24	\$65.87	\$51.04	\$52.58	\$3.75	\$56.33	\$65.87	\$51.04	\$52.58	\$65.87		\$51.04	\$52.58		\$52.58
Sep-24	\$55.42	\$48.53	\$49.99	\$3.75	\$53.74	\$55.42	\$48.53	\$49.99	\$55.42		\$48.53	\$49.99		\$49.99
Oct-24	\$53.02	\$46.39	\$47.78	\$3.75	\$51.53	\$53.02	\$46.39	\$47.78	\$53.02		\$46.39	\$47.78		\$47.78
Nov-24	\$51.10	\$45.10	\$46.92	\$3.75	\$56.39	\$51.10	\$45.10	\$46.92	\$51.10		\$45.10	\$46.92		\$46.92
Dec-24	\$87.96	\$66.56	\$68.55	\$3.75	\$72.31	\$87.96	\$66.56	\$68.55	\$87.96		\$66.56	\$68.55		\$68.55
Jan-25	\$123.25	\$83.28	\$85.78	\$3.79	\$89.57	\$123.25	\$83.28	\$85.78	\$123.25		\$83.28	\$85.78		\$85.78
Feb-25	\$89.41	\$74.97	\$77.22	\$3.79	\$81.01	\$89.41	\$74.97	\$77.22	\$89.41		\$74.97	\$77.22		\$77.22
Mar-25	\$62.93	\$52.75	\$54.33	\$3.79	\$58.12	\$62.93	\$52.75	\$54.33	\$62.93		\$52.75	\$54.33		\$54.33
Apr-25	\$58.84	\$47.31	\$48.73	\$3.79	\$52.52	\$58.84	\$47.31	\$48.73	\$58.84		\$47.31	\$48.73		\$48.73
May-25	\$66.49	\$49.03	\$50.70	\$3.79	\$54.29	\$66.49	\$49.03	\$50.70	\$66.49		\$49.03	\$50.70		\$50.70
Jun-25	\$70.38	\$50.22	\$51.73	\$3.79	\$55.52	\$70.38	\$50.22	\$51.73	\$70.38		\$50.22	\$51.73		\$51.73
Jul-25	\$85.94	\$52.88	\$54.67	\$3.79	\$58.26	\$85.94	\$52.88	\$54.67	\$85.94		\$52.88	\$54.67		\$54.67
Aug-25	\$67.19	\$52.07	\$53.79	\$3.79	\$57.42	\$67.19	\$52.07	\$53.79	\$67.19		\$52.07	\$53.79		\$53.79
Sep-25	\$56.53	\$49.50	\$50.99	\$3.79	\$54.78	\$56.53	\$49.50	\$50.99	\$56.53		\$49.50	\$50.99		\$50.99
Oct-25	\$54.08	\$47.31	\$48.73	\$3.79	\$52.52	\$54.08	\$47.31	\$48.73	\$54.08		\$47.31	\$48.73		\$48.73
Nov-25	\$62.13	\$52.12	\$53.69	\$3.79	\$57.48	\$62.13	\$52.12	\$53.69	\$62.13		\$52.12	\$53.69		\$53.69
Dec-25	\$89.72	\$67.89	\$69.92	\$3.79	\$73.71	\$89.72	\$67.89	\$69.92	\$89.72		\$67.89	\$69.92		\$69.92
Jan-26	\$125.72	\$84.95	\$87.49	\$3.83	\$91.32	\$125.72	\$84.95	\$87.49	\$125.72		\$84.95	\$87.49		\$87.49
Feb-26	\$93.03	\$76.47	\$78.76	\$3.83	\$82.69	\$93.03	\$76.47	\$78.76	\$93.03		\$76.47	\$78.76		\$78.76
Mar-26	\$64.19	\$53.80	\$55.42	\$3.83	\$59.25	\$64.19	\$53.80	\$55.42	\$64.19		\$53.80	\$55.42		\$55.42
Apr-26	\$60.01	\$48.26	\$49.71	\$3.83	\$53.54	\$60.01	\$48.26	\$49.71	\$60.01		\$48.26	\$49.71		\$49.71
May-26	\$67.82	\$50.01	\$51.51	\$3.83	\$55.34	\$67.82	\$50.01	\$51.51	\$67.82		\$50.01	\$51.51		\$51.51
Jun-26	\$73.94	\$51.23	\$52.76	\$3.83	\$56.59	\$73.94	\$51.23	\$52.76	\$73.94		\$51.23	\$52.76		\$52.76
Jul-26	\$87.65	\$55.56	\$57.39	\$3.83	\$59.39	\$87.65	\$55.56	\$57.39	\$87.65		\$55.56	\$57.39		\$57.39
Aug-26	\$68.53	\$53.11	\$54.70	\$3.83	\$58.53	\$68.53	\$53.11	\$54.70	\$68.53		\$53.11	\$54.70		\$54.70
Sep-26	\$57.66	\$50.49	\$52.01	\$3.83	\$55.84	\$57.66	\$50.49	\$52.01	\$57.66		\$50.49	\$52.01		\$52.01
Oct-26	\$54.71	\$48.26	\$49.71	\$3.83	\$53.54	\$54.71	\$48.26	\$49.71	\$54.71		\$48.26	\$49.71		\$49.71
Nov-26	\$63.38	\$53.16	\$54.76	\$3.83	\$56.59	\$63.38	\$53.16	\$54.76	\$63.38		\$53.16	\$54.76		\$54.76
Dec-26	\$91.52	\$69.25	\$71.42	\$3.83	\$75.15	\$91.52	\$69.25	\$71.42	\$91.52		\$69.25	\$71.42		\$71.42

Energy Purchases from New Brunswick/Nalcor (Base Case)

New Brunswick Energy Sales (Base Case)

	MassHub-On Peak-Base US\$	MassHub-Off Peak-Base US\$	Plus: NB Transmission (Off-peak) CAD\$	NB On Peak Price CAD\$	Plus: NB Transmission (Off-peak) CAD\$	MassHub-On Peak-Base CAD\$	MassHub-Off Peak-Base CAD\$	Plus: NB Transmission (Off-peak) CAD\$	Nalcor On Peak Price CAD\$	Plus: NB Transmission (Off-peak) CAD\$	MassHub-On Peak-Base CAD\$	MassHub-Off Peak-Base CAD\$	Nalcor Off Peak Price CAD\$
Jan-27	\$128.23	\$132.08	\$8.12	\$140.20	\$3.87	\$89.24	\$132.08	\$3.87	\$132.08	\$8.12	\$86.05	\$132.08	\$89.24
Feb-27	\$93.02	\$95.81	\$8.12	\$103.93	\$3.87	\$78.00	\$95.81	\$3.87	\$95.81	\$8.12	\$78.00	\$95.81	\$80.34
Mar-27	\$65.47	\$67.44	\$8.12	\$75.56	\$3.87	\$54.88	\$67.44	\$3.87	\$67.44	\$8.12	\$54.88	\$67.44	\$56.53
Apr-27	\$61.21	\$63.05	\$8.12	\$71.37	\$3.87	\$49.22	\$63.05	\$3.87	\$63.05	\$8.12	\$49.22	\$63.05	\$50.70
May-27	\$69.17	\$71.25	\$8.12	\$79.37	\$3.87	\$51.01	\$71.25	\$3.87	\$71.25	\$8.12	\$51.01	\$71.25	\$52.54
Jun-27	\$73.22	\$75.42	\$8.12	\$83.54	\$3.87	\$52.25	\$75.42	\$3.87	\$75.42	\$8.12	\$52.25	\$75.42	\$53.82
Jul-27	\$89.41	\$92.09	\$8.12	\$100.21	\$3.87	\$60.54	\$92.09	\$3.87	\$92.09	\$8.12	\$60.54	\$92.09	\$56.67
Aug-27	\$69.90	\$72.00	\$8.12	\$80.12	\$3.87	\$54.17	\$72.00	\$3.87	\$72.00	\$8.12	\$54.17	\$72.00	\$55.79
Sep-27	\$58.81	\$60.58	\$8.12	\$68.70	\$3.87	\$51.50	\$60.58	\$3.87	\$60.58	\$8.12	\$51.50	\$60.58	\$53.05
Oct-27	\$56.26	\$57.95	\$8.12	\$66.07	\$3.87	\$49.23	\$57.95	\$3.87	\$57.95	\$8.12	\$49.23	\$57.95	\$50.70
Nov-27	\$64.64	\$66.58	\$8.12	\$74.71	\$3.87	\$54.23	\$66.58	\$3.87	\$66.58	\$8.12	\$54.23	\$66.58	\$55.85
Dec-27	\$93.35	\$96.15	\$8.12	\$104.27	\$3.87	\$70.63	\$96.15	\$3.87	\$96.15	\$8.12	\$70.63	\$96.15	\$72.75
Jan-28	\$130.80	\$134.72	\$8.20	\$142.93	\$3.91	\$88.38	\$134.72	\$3.91	\$134.72	\$8.20	\$88.38	\$134.72	\$91.03
Feb-28	\$94.88	\$97.73	\$8.20	\$105.93	\$3.91	\$68.79	\$97.73	\$3.91	\$97.73	\$8.20	\$68.79	\$97.73	\$81.94
Mar-28	\$66.78	\$68.79	\$8.20	\$76.99	\$3.91	\$55.98	\$68.79	\$3.91	\$68.79	\$8.20	\$55.98	\$68.79	\$57.66
Apr-28	\$62.44	\$64.31	\$8.20	\$72.51	\$3.91	\$50.21	\$64.31	\$3.91	\$64.31	\$8.20	\$50.21	\$64.31	\$51.72
May-28	\$70.56	\$72.67	\$8.20	\$80.88	\$3.91	\$53.39	\$72.67	\$3.91	\$72.67	\$8.20	\$53.39	\$72.67	\$53.59
Jun-28	\$74.69	\$76.93	\$8.20	\$85.13	\$3.91	\$53.30	\$76.93	\$3.91	\$76.93	\$8.20	\$53.30	\$76.93	\$54.90
Jul-28	\$91.20	\$93.93	\$8.20	\$102.14	\$3.91	\$66.12	\$93.93	\$3.91	\$93.93	\$8.20	\$66.12	\$93.93	\$57.80
Aug-28	\$71.30	\$73.44	\$8.20	\$81.64	\$3.91	\$55.25	\$73.44	\$3.91	\$73.44	\$8.20	\$55.25	\$73.44	\$56.91
Sep-28	\$59.99	\$61.79	\$8.20	\$69.99	\$3.91	\$52.53	\$61.79	\$3.91	\$61.79	\$8.20	\$52.53	\$61.79	\$54.11
Oct-28	\$57.39	\$59.11	\$8.20	\$67.31	\$3.91	\$50.21	\$59.11	\$3.91	\$59.11	\$8.20	\$50.21	\$59.11	\$51.72
Nov-28	\$65.94	\$67.92	\$8.20	\$76.12	\$3.91	\$56.97	\$67.92	\$3.91	\$67.92	\$8.20	\$56.97	\$67.92	\$56.97
Dec-28	\$95.21	\$98.07	\$8.20	\$106.27	\$3.91	\$72.04	\$98.07	\$3.91	\$98.07	\$8.20	\$72.04	\$98.07	\$74.20
Jan-29	\$133.41	\$137.42	\$8.20	\$145.70	\$3.94	\$90.15	\$137.42	\$3.94	\$137.42	\$8.20	\$90.15	\$137.42	\$89.85
Feb-29	\$96.78	\$99.68	\$8.20	\$107.97	\$3.94	\$67.78	\$99.68	\$3.94	\$99.68	\$8.20	\$67.78	\$99.68	\$83.58
Mar-29	\$65.12	\$67.16	\$8.20	\$78.45	\$3.94	\$57.10	\$67.16	\$3.94	\$67.16	\$8.20	\$57.10	\$67.16	\$58.81
Apr-29	\$63.69	\$65.60	\$8.20	\$73.88	\$3.94	\$51.21	\$65.60	\$3.94	\$65.60	\$8.20	\$51.21	\$65.60	\$52.75
May-29	\$71.97	\$74.13	\$8.20	\$82.41	\$3.94	\$54.66	\$74.13	\$3.94	\$74.13	\$8.20	\$54.66	\$74.13	\$54.66
Jun-29	\$76.18	\$78.47	\$8.20	\$86.75	\$3.94	\$55.99	\$78.47	\$3.94	\$78.47	\$8.20	\$55.99	\$78.47	\$55.99
Jul-29	\$93.02	\$95.81	\$8.20	\$104.10	\$3.94	\$67.24	\$95.81	\$3.94	\$95.81	\$8.20	\$67.24	\$95.81	\$58.96
Aug-29	\$72.73	\$74.91	\$8.20	\$83.19	\$3.94	\$56.36	\$74.91	\$3.94	\$74.91	\$8.20	\$56.36	\$74.91	\$58.05
Sep-29	\$61.19	\$63.03	\$8.20	\$71.31	\$3.94	\$53.59	\$63.03	\$3.94	\$63.03	\$8.20	\$53.59	\$63.03	\$55.19
Oct-29	\$58.54	\$60.29	\$8.20	\$68.58	\$3.94	\$51.21	\$60.29	\$3.94	\$60.29	\$8.20	\$51.21	\$60.29	\$52.75
Nov-29	\$67.26	\$69.27	\$8.20	\$77.56	\$3.94	\$56.42	\$69.27	\$3.94	\$69.27	\$8.20	\$56.42	\$69.27	\$58.11
Dec-29	\$97.12	\$100.03	\$8.20	\$108.32	\$3.94	\$73.48	\$100.03	\$3.94	\$100.03	\$8.20	\$73.48	\$100.03	\$75.69
Jan-30	\$136.08	\$140.17	\$8.37	\$148.53	\$3.98	\$91.95	\$140.17	\$3.98	\$140.17	\$8.37	\$91.95	\$140.17	\$94.71
Feb-30	\$98.71	\$101.67	\$8.37	\$110.04	\$3.98	\$82.77	\$101.67	\$3.98	\$101.67	\$8.37	\$82.77	\$101.67	\$85.25
Mar-30	\$69.48	\$71.57	\$8.37	\$79.93	\$3.98	\$58.24	\$71.57	\$3.98	\$71.57	\$8.37	\$58.24	\$71.57	\$59.99
Apr-30	\$64.96	\$66.91	\$8.37	\$75.28	\$3.98	\$52.24	\$66.91	\$3.98	\$66.91	\$8.37	\$52.24	\$66.91	\$53.80
May-30	\$73.41	\$75.61	\$8.37	\$83.98	\$3.98	\$54.13	\$75.61	\$3.98	\$75.61	\$8.37	\$54.13	\$75.61	\$55.75
Jun-30	\$77.70	\$80.04	\$8.37	\$88.40	\$3.98	\$55.45	\$80.04	\$3.98	\$80.04	\$8.37	\$55.45	\$80.04	\$57.11
Jul-30	\$94.88	\$97.73	\$8.37	\$106.09	\$3.98	\$63.38	\$97.73	\$3.98	\$97.73	\$8.37	\$63.38	\$97.73	\$60.14
Aug-30	\$74.18	\$76.41	\$8.37	\$87.77	\$3.98	\$53.21	\$76.41	\$3.98	\$76.41	\$8.37	\$53.21	\$76.41	\$59.21
Sep-30	\$62.41	\$64.29	\$8.37	\$72.65	\$3.98	\$54.66	\$64.29	\$3.98	\$64.29	\$8.37	\$54.66	\$64.29	\$56.30
Oct-30	\$59.71	\$61.50	\$8.37	\$69.87	\$3.98	\$52.24	\$61.50	\$3.98	\$61.50	\$8.37	\$52.24	\$61.50	\$53.81
Nov-30	\$68.60	\$70.66	\$8.37	\$79.03	\$3.98	\$57.55	\$70.66	\$3.98	\$70.66	\$8.37	\$57.55	\$70.66	\$59.27
Dec-30	\$99.06	\$102.03	\$8.37	\$110.40	\$3.98	\$74.95	\$102.03	\$3.98	\$102.03	\$8.37	\$74.95	\$102.03	\$77.20
Jan-31	\$138.80	\$142.97	\$8.45	\$151.42	\$4.02	\$93.79	\$142.97	\$4.02	\$142.97	\$8.45	\$93.79	\$142.97	\$96.60
Feb-31	\$100.69	\$103.71	\$8.45	\$112.16	\$4.02	\$84.43	\$103.71	\$4.02	\$103.71	\$8.45	\$84.43	\$103.71	\$96.96
Mar-31	\$70.87	\$73.00	\$8.45	\$81.45	\$4.02	\$59.40	\$73.00	\$4.02	\$73.00	\$8.45	\$59.40	\$73.00	\$61.18
Apr-31	\$66.26	\$68.25	\$8.45	\$76.70	\$4.02	\$53.28	\$68.25	\$4.02	\$68.25	\$8.45	\$53.28	\$68.25	\$54.88
May-31	\$74.88	\$77.12	\$8.45	\$85.57	\$4.02	\$55.21	\$77.12	\$4.02	\$77.12	\$8.45	\$55.21	\$77.12	\$56.87
Jun-31	\$79.26	\$81.64	\$8.45	\$90.09	\$4.02	\$56.56	\$81.64	\$4.02	\$81.64	\$8.45	\$56.56	\$81.64	\$58.26
Jul-31	\$96.78	\$99.68	\$8.45	\$108.13	\$4.02	\$61.34	\$99.68	\$4.02	\$99.68	\$8.45	\$61.34	\$99.68	\$61.34
Aug-31	\$75.66	\$77.93	\$8.45	\$86.39	\$4.02	\$58.63	\$77.93	\$4.02	\$77.93	\$8.45	\$58.63	\$77.93	\$60.39
Sep-31	\$63.66	\$65.57	\$8.45	\$74.02	\$4.02	\$55.75	\$65.57	\$4.02	\$65.57	\$8.45	\$55.75	\$65.57	\$57.42
Oct-31	\$60.90	\$62.73	\$8.45	\$71.18	\$4.02	\$53.28	\$62.73	\$4.02	\$62.73	\$8.45	\$53.28	\$62.73	\$54.88
Nov-31	\$69.97	\$72.07	\$8.45	\$80.52	\$4.02	\$58.70	\$72.07	\$4.02	\$72.07	\$8.45	\$58.70	\$72.07	\$60.46
Dec-31	\$101.04	\$104.07	\$8.45	\$112.92	\$4.02	\$76.45	\$104.07	\$4.02	\$104.07	\$8.45	\$76.45	\$104.07	\$78.75

Energy Purchases from New Brunswick/Nalcor (Base Case)

New Brunswick Energy Sales (Base Case)

	Month	Peak Price	Off-Peak Price	Trans. Fee	Peak Price	Off-Peak Price	Trans. Fee	Peak Price	Off-Peak Price	Trans. Fee	Peak Price	Off-Peak Price	Trans. Fee	Peak Price	Off-Peak Price	Trans. Fee	Peak Price	Off-Peak Price	Trans. Fee
Jan-32	Jan-32	\$141.38	\$102.60	\$4.06	\$145.83	\$102.60	\$4.06	\$145.83	\$102.60	\$4.06	\$145.83	\$102.60	\$4.06	\$145.83	\$102.60	\$4.06	\$145.83	\$102.60	\$4.06
Feb-32	Feb-32	\$102.70	\$92.76	\$4.06	\$105.78	\$92.76	\$4.06	\$105.78	\$92.76	\$4.06	\$105.78	\$92.76	\$4.06	\$105.78	\$92.76	\$4.06	\$105.78	\$92.76	\$4.06
Mar-32	Mar-32	\$72.29	\$66.04	\$4.06	\$74.46	\$66.04	\$4.06	\$74.46	\$66.04	\$4.06	\$74.46	\$66.04	\$4.06	\$74.46	\$66.04	\$4.06	\$74.46	\$66.04	\$4.06
Apr-32	Apr-32	\$54.35	\$50.04	\$4.06	\$56.61	\$50.04	\$4.06	\$56.61	\$50.04	\$4.06	\$56.61	\$50.04	\$4.06	\$56.61	\$50.04	\$4.06	\$56.61	\$50.04	\$4.06
May-32	May-32	\$78.66	\$62.07	\$4.06	\$80.84	\$62.07	\$4.06	\$80.84	\$62.07	\$4.06	\$80.84	\$62.07	\$4.06	\$80.84	\$62.07	\$4.06	\$80.84	\$62.07	\$4.06
Jun-32	Jun-32	\$80.84	\$63.27	\$4.06	\$83.27	\$63.27	\$4.06	\$83.27	\$63.27	\$4.06	\$83.27	\$63.27	\$4.06	\$83.27	\$63.27	\$4.06	\$83.27	\$63.27	\$4.06
Jul-32	Jul-32	\$98.71	\$66.63	\$4.06	\$101.67	\$66.63	\$4.06	\$101.67	\$66.63	\$4.06	\$101.67	\$66.63	\$4.06	\$101.67	\$66.63	\$4.06	\$101.67	\$66.63	\$4.06
Aug-32	Aug-32	\$77.18	\$65.67	\$4.06	\$79.49	\$65.67	\$4.06	\$79.49	\$65.67	\$4.06	\$79.49	\$65.67	\$4.06	\$79.49	\$65.67	\$4.06	\$79.49	\$65.67	\$4.06
Sep-32	Sep-32	\$64.93	\$62.64	\$4.06	\$66.88	\$62.64	\$4.06	\$66.88	\$62.64	\$4.06	\$66.88	\$62.64	\$4.06	\$66.88	\$62.64	\$4.06	\$66.88	\$62.64	\$4.06
Oct-32	Oct-32	\$62.12	\$60.04	\$4.06	\$63.98	\$60.04	\$4.06	\$63.98	\$60.04	\$4.06	\$63.98	\$60.04	\$4.06	\$63.98	\$60.04	\$4.06	\$63.98	\$60.04	\$4.06
Nov-32	Nov-32	\$71.37	\$65.73	\$4.06	\$73.51	\$65.73	\$4.06	\$73.51	\$65.73	\$4.06	\$73.51	\$65.73	\$4.06	\$73.51	\$65.73	\$4.06	\$73.51	\$65.73	\$4.06
Dec-32	Dec-32	\$103.06	\$84.38	\$4.06	\$106.15	\$84.38	\$4.06	\$106.15	\$84.38	\$4.06	\$106.15	\$84.38	\$4.06	\$106.15	\$84.38	\$4.06	\$106.15	\$84.38	\$4.06
Jan-33	Jan-33	\$144.41	\$104.61	\$4.10	\$148.74	\$104.61	\$4.10	\$148.74	\$104.61	\$4.10	\$148.74	\$104.61	\$4.10	\$148.74	\$104.61	\$4.10	\$148.74	\$104.61	\$4.10
Feb-33	Feb-33	\$104.75	\$94.58	\$4.10	\$107.90	\$94.58	\$4.10	\$107.90	\$94.58	\$4.10	\$107.90	\$94.58	\$4.10	\$107.90	\$94.58	\$4.10	\$107.90	\$94.58	\$4.10
Mar-33	Mar-33	\$73.73	\$67.76	\$4.10	\$75.95	\$67.76	\$4.10	\$75.95	\$67.76	\$4.10	\$75.95	\$67.76	\$4.10	\$75.95	\$67.76	\$4.10	\$75.95	\$67.76	\$4.10
Apr-33	Apr-33	\$68.94	\$61.20	\$4.10	\$71.00	\$61.20	\$4.10	\$71.00	\$61.20	\$4.10	\$71.00	\$61.20	\$4.10	\$71.00	\$61.20	\$4.10	\$71.00	\$61.20	\$4.10
May-33	May-33	\$77.90	\$63.27	\$4.10	\$80.24	\$63.27	\$4.10	\$80.24	\$63.27	\$4.10	\$80.24	\$63.27	\$4.10	\$80.24	\$63.27	\$4.10	\$80.24	\$63.27	\$4.10
Jun-33	Jun-33	\$82.46	\$64.71	\$4.10	\$84.93	\$64.71	\$4.10	\$84.93	\$64.71	\$4.10	\$84.93	\$64.71	\$4.10	\$84.93	\$64.71	\$4.10	\$84.93	\$64.71	\$4.10
Jul-33	Jul-33	\$100.69	\$69.92	\$4.10	\$103.71	\$69.92	\$4.10	\$103.71	\$69.92	\$4.10	\$103.71	\$69.92	\$4.10	\$103.71	\$69.92	\$4.10	\$103.71	\$69.92	\$4.10
Aug-33	Aug-33	\$78.72	\$66.94	\$4.10	\$81.08	\$66.94	\$4.10	\$81.08	\$66.94	\$4.10	\$81.08	\$66.94	\$4.10	\$81.08	\$66.94	\$4.10	\$81.08	\$66.94	\$4.10
Sep-33	Sep-33	\$66.23	\$63.85	\$4.10	\$68.22	\$63.85	\$4.10	\$68.22	\$63.85	\$4.10	\$68.22	\$63.85	\$4.10	\$68.22	\$63.85	\$4.10	\$68.22	\$63.85	\$4.10
Oct-33	Oct-33	\$63.36	\$61.20	\$4.10	\$65.26	\$61.20	\$4.10	\$65.26	\$61.20	\$4.10	\$65.26	\$61.20	\$4.10	\$65.26	\$61.20	\$4.10	\$65.26	\$61.20	\$4.10
Nov-33	Nov-33	\$72.80	\$67.01	\$4.10	\$74.98	\$67.01	\$4.10	\$74.98	\$67.01	\$4.10	\$74.98	\$67.01	\$4.10	\$74.98	\$67.01	\$4.10	\$74.98	\$67.01	\$4.10
Dec-33	Dec-33	\$105.12	\$86.03	\$4.10	\$108.28	\$86.03	\$4.10	\$108.28	\$86.03	\$4.10	\$108.28	\$86.03	\$4.10	\$108.28	\$86.03	\$4.10	\$108.28	\$86.03	\$4.10
Jan-34	Jan-34	\$147.30	\$106.66	\$4.15	\$151.72	\$106.66	\$4.15	\$151.72	\$106.66	\$4.15	\$151.72	\$106.66	\$4.15	\$151.72	\$106.66	\$4.15	\$151.72	\$106.66	\$4.15
Feb-34	Feb-34	\$108.85	\$89.59	\$4.15	\$110.05	\$89.59	\$4.15	\$110.05	\$89.59	\$4.15	\$110.05	\$89.59	\$4.15	\$110.05	\$89.59	\$4.15	\$110.05	\$89.59	\$4.15
Mar-34	Mar-34	\$75.21	\$69.08	\$4.15	\$77.47	\$69.08	\$4.15	\$77.47	\$69.08	\$4.15	\$77.47	\$69.08	\$4.15	\$77.47	\$69.08	\$4.15	\$77.47	\$69.08	\$4.15
Apr-34	Apr-34	\$70.31	\$62.39	\$4.15	\$72.42	\$62.39	\$4.15	\$72.42	\$62.39	\$4.15	\$72.42	\$62.39	\$4.15	\$72.42	\$62.39	\$4.15	\$72.42	\$62.39	\$4.15
May-34	May-34	\$79.46	\$68.59	\$4.15	\$81.84	\$68.59	\$4.15	\$81.84	\$68.59	\$4.15	\$81.84	\$68.59	\$4.15	\$81.84	\$68.59	\$4.15	\$81.84	\$68.59	\$4.15
Jun-34	Jun-34	\$84.11	\$65.97	\$4.15	\$86.63	\$65.97	\$4.15	\$86.63	\$65.97	\$4.15	\$86.63	\$65.97	\$4.15	\$86.63	\$65.97	\$4.15	\$86.63	\$65.97	\$4.15
Jul-34	Jul-34	\$102.70	\$69.24	\$4.15	\$105.78	\$69.24	\$4.15	\$105.78	\$69.24	\$4.15	\$105.78	\$69.24	\$4.15	\$105.78	\$69.24	\$4.15	\$105.78	\$69.24	\$4.15
Aug-34	Aug-34	\$80.30	\$68.24	\$4.15	\$82.70	\$68.24	\$4.15	\$82.70	\$68.24	\$4.15	\$82.70	\$68.24	\$4.15	\$82.70	\$68.24	\$4.15	\$82.70	\$68.24	\$4.15
Sep-34	Sep-34	\$67.56	\$65.08	\$4.15	\$69.58	\$65.08	\$4.15	\$69.58	\$65.08	\$4.15	\$69.58	\$65.08	\$4.15	\$69.58	\$65.08	\$4.15	\$69.58	\$65.08	\$4.15
Oct-34	Oct-34	\$64.63	\$62.39	\$4.15	\$66.57	\$62.39	\$4.15	\$66.57	\$62.39	\$4.15	\$66.57	\$62.39	\$4.15	\$66.57	\$62.39	\$4.15	\$66.57	\$62.39	\$4.15
Nov-34	Nov-34	\$74.26	\$67.48	\$4.15	\$76.48	\$67.48	\$4.15	\$76.48	\$67.48	\$4.15	\$76.48	\$67.48	\$4.15	\$76.48	\$67.48	\$4.15	\$76.48	\$67.48	\$4.15
Dec-34	Dec-34	\$107.22	\$81.13	\$4.15	\$110.44	\$81.13	\$4.15	\$110.44	\$81.13	\$4.15	\$110.44	\$81.13	\$4.15	\$110.44	\$81.13	\$4.15	\$110.44	\$81.13	\$4.15
Jan-35	Jan-35	\$150.25	\$108.75	\$4.19	\$154.75	\$108.75	\$4.19	\$154.75	\$108.75	\$4.19	\$154.75	\$108.75	\$4.19	\$154.75	\$108.75	\$4.19	\$154.75	\$108.75	\$4.19
Feb-35	Feb-35	\$108.99	\$98.31	\$4.19	\$112.26	\$98.31	\$4.19	\$112.26	\$98.31	\$4.19	\$112.26	\$98.31	\$4.19	\$112.26	\$98.31	\$4.19	\$112.26	\$98.31	\$4.19
Mar-35	Mar-35	\$76.71	\$70.42	\$4.19	\$79.01	\$70.42	\$4.19	\$79.01	\$70.42	\$4.19	\$79.01	\$70.42	\$4.19	\$79.01	\$70.42	\$4.19	\$79.01	\$70.42	\$4.19
Apr-35	Apr-35	\$71.72	\$63.59	\$4.19	\$73.87	\$63.59	\$4.19	\$73.87	\$63.59	\$4.19	\$73.87	\$63.59	\$4.19	\$73.87	\$63.59	\$4.19	\$73.87	\$63.59	\$4.19
May-35	May-35	\$81.05	\$65.74	\$4.19	\$83.48	\$65.74	\$4.19	\$83.48	\$65.74	\$4.19	\$83.48	\$65.74	\$4.19	\$83.48	\$65.74	\$4.19	\$83.48	\$65.74	\$4.19
Jun-35	Jun-35	\$85.79	\$67.25	\$4.19	\$88.37	\$67.25	\$4.19	\$88.37	\$67.25	\$4.19	\$88.37	\$67.25	\$4.19	\$88.37	\$67.25	\$4.19	\$88.37	\$67.25	\$4.19
Jul-35	Jul-35	\$104.75	\$70.56	\$4.19	\$107.90	\$70.56	\$4.19	\$107.90	\$70.56	\$4.19	\$107.90	\$70.56	\$4.19	\$107.90	\$70.56	\$4.19	\$107.90	\$70.56	\$4.19
Aug-35	Aug-35	\$81.90	\$69.56	\$4.19	\$84.36	\$69.56	\$4.19	\$84.36	\$69.56	\$4.19	\$84.36	\$69.56	\$4.19	\$84.36	\$69.56	\$4.19	\$84.36	\$69.56	\$4.19
Sep-35	Sep-35	\$68.91	\$66.34	\$4.19	\$70.98	\$66.34	\$4.19	\$70.98	\$66.34	\$4.19	\$70.98	\$66.34	\$4.19	\$70.98	\$66.34	\$4.19	\$70.98	\$66.34	\$4.19
Oct-35	Oct-35	\$65.92	\$63.59	\$4.19	\$67.90	\$63.59	\$4.19	\$67.90	\$63.59	\$4.19	\$67.90	\$63.59	\$4.19	\$67.90	\$63.59	\$4.19	\$67.90	\$63.59	\$4.19
Nov-35	Nov-35	\$75.74	\$69.63	\$4.19	\$78.01	\$69.63	\$4.19	\$78.01	\$69.63	\$4.19	\$78.01	\$69.63	\$4.19	\$78.01	\$69.63	\$4.19	\$78.01	\$69.63	\$4.19
Dec-35	Dec-35	\$109.37	\$89.42	\$4.19	\$112.65	\$89.42	\$4.19	\$112.65	\$89.42	\$4.19	\$112.65	\$89.42	\$4.19	\$112.65	\$89.42	\$4.19	\$112.65	\$89.42	\$4.19
Jan-36	Jan-36	\$153.25	\$110.88	\$4.23	\$157.85	\$110.88	\$4.23	\$157.85	\$110.88	\$4.23	\$157.85	\$110.88	\$4.23	\$157.85	\$110.88	\$4.23	\$157.85	\$110.88	\$4.23
Feb-36	Feb-36	\$111.17	\$93.21	\$4.23	\$114.50	\$93.21	\$4.23	\$114.50	\$93.21	\$4.23	\$114.50	\$93.21	\$4.23	\$114.50	\$93.21	\$4.23	\$114.50	\$93.21	\$4.23
Mar-36	Mar-36	\$78.25	\$71.78	\$4.23	\$80.60	\$71.78	\$4.23	\$80.60	\$71.78	\$4.23	\$80.60	\$71.78	\$4.23	\$80.60	\$71.78	\$4.23	\$80.60	\$71.78	\$4.23
Apr-36	Apr-36	\$73.15	\$64.82	\$4.23	\$75.35	\$64.82	\$4.23	\$75.35	\$64.82	\$4.23	\$75.35	\$64.82	\$4.23	\$75.35	\$64.82	\$4.23	\$75.35	\$64.82	\$4.23
May-36	May-36	\$82.67	\$67.02	\$4.23	\$84.83	\$67.02	\$4.23	\$84.83	\$67.02	\$4.23	\$84.83	\$67.02	\$4.23	\$84.83	\$67.02	\$4.23	\$84.83	\$67.02	\$4.23
Jun-36	Jun-36	\$87.51	\$68.55	\$4.23	\$89.63	\$68.55	\$4.23	\$89.63	\$68.55	\$4.23	\$89.63	\$68.55	\$4.23	\$89.63	\$68.55	\$4.23	\$89.63	\$68.55	\$4.23
Jul-36	Jul-36	\$118.94	\$71.95	\$4.23	\$121.86	\$71.95	\$4.23	\$121.86	\$71.95	\$4.23	\$121.86	\$71.95	\$4.23	\$121.86	\$71.95	\$4.23	\$121.86	\$71.95	\$4.23
Aug-36	Aug-36	\$83.54	\$66.68	\$4.23	\$86.05	\$66.68	\$4.23	\$86.05	\$66.68	\$4.23	\$86.05	\$66.68	\$4.23	\$86.05	\$66.68	\$4.23	\$86.05	\$66.68	\$4.23
Sep-36	Sep-36	\$70.29	\$67.63	\$4.23	\$72.40	\$67.63	\$4.23	\$72.40	\$67.63	\$4.23	\$72.40	\$67.63	\$4.23	\$72.40	\$67.63	\$4.23	\$72.40	\$67.63	\$4.23
Oct-36	Oct-36	\$67.24	\$64.82	\$4.23	\$69.26	\$64.82	\$4.23	\$69.26	\$64.82	\$4.23	\$69.26	\$64.82	\$4.23	\$69.26	\$64.82	\$4.23	\$69.26	\$64.82	\$4.23
Nov-36	Nov-36	\$77.26	\$70.98	\$4.23	\$79.57	\$70.98	\$4.23	\$79.57	\$70.98	\$4.23	\$79.57	\$70.98	\$4.23	\$79.57	\$70.98	\$4.23	\$79.57	\$70.98	\$4.23
Dec-36	Dec-36	\$111.36	\$91.17	\$4.23	\$114.90	\$91.17	\$4.23	\$114.90	\$91.17	\$4.23	\$114.90	\$91.17	\$4.23	\$114.90	\$91.17	\$4.23	\$114		



## Energy Purchases from New Brunswick/Nalcor (Base Case)

New Brunswick Energy Sales (Base Case)				Nalcor Energy Sales (Base Case)				
	MassHub - On Peak - Base US\$	MassHub - On Peak - Base CAD\$	Plus: NB Transmission (On Peak) CAD\$	Nalcor On Peak Price CAD\$	MassHub - Off Peak - Base US\$	MassHub - Off Peak - Base CAD\$	Plus: NB Transmission (OffPeak) CAD\$	Nalcor Off Peak Price CAD\$

**NB Transmission Charges:**

<b>Schedule 1</b>	Scheduling, System Control and Dispatch Service
	On Peak Hourly \$0.50 per MW of Reserved Capacity per Hour
	Off Peak Hourly \$0.24 per MW of Reserved Capacity per Hour
<b>Schedule 2</b>	Reactive Supply and Voltage Control / <i>no generation Source Services</i>
	On Peak Hourly \$0.43 per MW of Reserved Capacity per Hour
	Off Peak Hourly \$0.21 per MW of Reserved Capacity per Hour
<b>Schedule 7 &amp; 8</b>	Non-Point-to-Point Transmission Services
	On Peak Daily \$69.14 of Reserved Capacity per day
	Off Peak Daily \$6.07 of Reserved Capacity per day
	On Peak Hourly \$2.88 of Reserved Capacity per hour
	Off Peak Hourly \$2.88 of Reserved Capacity per hour
<b>Schedule 1 + 2 + 7/8</b>	<b>Total Charges</b>
	On Peak \$7.00 per MWh
	Off Peak \$3.33 per MWh
	Losses 3.3%
	Year of estimates 2012
	Annual escalation 1.0%
	COD 2017

**Foreign Exchange Assumptions**

Forex	1.03
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Energy Purchases from New Brunswick/Nalcor (High Case)

New Brunswick Energy Sales (High Case)

New Brunswick Energy Sales (High Case)										Nalcor Energy Sales (High Case)									
Date	MasHub-Off Peak-High GB/\$	MasHub-Off Peak-High GB/\$	MasHub-Off Peak-High GB/\$	Plus: NB Transmission (On Peak) GB/\$	NB On Peak Price GB/\$	MasHub-Off Peak-High GB/\$	MasHub-Off Transmission (OffPeak) GB/\$	Plus: NB Transmission (OffPeak) GB/\$	NB Off Peak Price GB/\$	MasHub-Off Peak-High GB/\$	MasHub-Off Peak-High GB/\$	MasHub-Off Peak-High GB/\$	Plus: NB Transmission (On Peak) GB/\$	Nalcor On Peak Price GB/\$	MasHub-Off Peak-High GB/\$	MasHub-Off Transmission (OffPeak) GB/\$	Plus: NB Transmission (OffPeak) GB/\$	Nalcor Off Peak Price GB/\$	
Jan-31	\$134.56	\$136.60	\$92.51	\$528.8	\$145.95	\$92.51	\$350	\$350	\$98.78	\$134.56	\$136.60	\$92.51	\$350	\$136.60	\$136.60	\$350	\$350	\$92.28	
Feb-17	\$100.09	\$103.09	\$83.47	\$85.98	\$110.44	\$83.47	\$530	\$530	\$89.48	\$100.09	\$103.09	\$83.47	\$530	\$103.09	\$103.09	\$530	\$530	\$85.98	
Mar-17	\$65.95	\$67.93	\$54.13	\$55.75	\$75.29	\$54.13	\$350	\$350	\$59.26	\$65.95	\$67.93	\$54.13	\$350	\$67.93	\$67.93	\$350	\$350	\$55.75	
Apr-17	\$59.63	\$61.42	\$47.69	\$49.12	\$68.77	\$47.69	\$350	\$350	\$52.02	\$59.63	\$61.42	\$47.69	\$350	\$61.42	\$61.42	\$350	\$350	\$48.12	
May-17	\$58.93	\$60.70	\$48.57	\$50.62	\$68.05	\$48.57	\$350	\$350	\$52.07	\$58.93	\$60.70	\$48.57	\$350	\$60.70	\$60.70	\$350	\$350	\$48.57	
Jun-17	\$69.94	\$72.04	\$46.64	\$48.04	\$79.39	\$46.64	\$350	\$350	\$51.54	\$69.94	\$72.04	\$46.64	\$350	\$72.04	\$72.04	\$350	\$350	\$48.04	
Jul-17	\$86.33	\$88.92	\$52.59	\$54.17	\$96.28	\$52.59	\$350	\$350	\$57.67	\$86.33	\$88.92	\$52.59	\$350	\$88.92	\$88.92	\$350	\$350	\$54.17	
Aug-17	\$74.52	\$76.75	\$51.90	\$53.46	\$84.11	\$51.90	\$350	\$350	\$56.96	\$74.52	\$76.75	\$51.90	\$350	\$76.75	\$76.75	\$350	\$350	\$53.46	
Sep-17	\$54.78	\$60.54	\$50.87	\$52.40	\$67.89	\$50.87	\$350	\$350	\$55.90	\$54.78	\$60.54	\$50.87	\$350	\$60.54	\$60.54	\$350	\$350	\$52.40	
Oct-17	\$55.59	\$57.26	\$47.19	\$48.61	\$64.61	\$47.19	\$350	\$350	\$52.11	\$55.59	\$57.26	\$47.19	\$350	\$57.26	\$57.26	\$350	\$350	\$48.61	
Nov-17	\$61.29	\$63.13	\$53.46	\$55.07	\$70.48	\$53.46	\$350	\$350	\$58.57	\$61.29	\$63.13	\$53.46	\$350	\$63.13	\$63.13	\$350	\$350	\$55.07	
Dec-17	\$94.00	\$96.82	\$72.42	\$74.59	\$104.17	\$72.42	\$350	\$350	\$78.09	\$94.00	\$96.82	\$72.42	\$350	\$96.82	\$96.82	\$350	\$350	\$74.59	
Jan-18	\$131.48	\$135.42	\$83.46	\$86.27	\$142.85	\$83.46	\$354	\$354	\$99.80	\$131.48	\$135.42	\$83.46	\$354	\$135.42	\$135.42	\$354	\$354	\$96.27	
Feb-18	\$99.03	\$102.01	\$83.89	\$86.40	\$109.43	\$83.89	\$354	\$354	\$89.94	\$99.03	\$102.01	\$83.89	\$354	\$102.01	\$102.01	\$354	\$354	\$86.40	
Mar-18	\$66.66	\$68.66	\$54.65	\$56.29	\$76.09	\$54.65	\$354	\$354	\$59.82	\$66.66	\$68.66	\$54.65	\$354	\$68.66	\$68.66	\$354	\$354	\$56.29	
Apr-18	\$60.61	\$62.43	\$48.24	\$49.69	\$69.85	\$48.24	\$354	\$354	\$53.22	\$60.61	\$62.43	\$48.24	\$354	\$62.43	\$62.43	\$354	\$354	\$49.69	
May-18	\$61.61	\$63.46	\$48.54	\$49.99	\$70.89	\$48.54	\$354	\$354	\$53.63	\$61.61	\$63.46	\$48.54	\$354	\$63.46	\$63.46	\$354	\$354	\$49.99	
Jun-18	\$71.12	\$73.26	\$48.06	\$49.50	\$80.68	\$48.06	\$354	\$354	\$53.04	\$71.12	\$73.26	\$48.06	\$354	\$73.26	\$73.26	\$354	\$354	\$49.50	
Jul-18	\$86.06	\$90.70	\$54.68	\$56.32	\$98.13	\$54.68	\$354	\$354	\$59.86	\$86.06	\$90.70	\$54.68	\$354	\$90.70	\$90.70	\$354	\$354	\$56.32	
Aug-18	\$74.35	\$76.58	\$53.68	\$55.29	\$84.01	\$53.68	\$354	\$354	\$58.82	\$74.35	\$76.58	\$53.68	\$354	\$76.58	\$76.58	\$354	\$354	\$55.29	
Sep-18	\$60.17	\$61.97	\$51.59	\$53.14	\$69.40	\$51.59	\$354	\$354	\$56.68	\$60.17	\$61.97	\$51.59	\$354	\$61.97	\$61.97	\$354	\$354	\$53.14	
Oct-18	\$57.01	\$58.72	\$48.41	\$49.86	\$66.14	\$48.41	\$354	\$354	\$53.40	\$57.01	\$58.72	\$48.41	\$354	\$58.72	\$58.72	\$354	\$354	\$49.86	
Nov-18	\$62.76	\$64.65	\$54.81	\$56.45	\$72.07	\$54.81	\$354	\$354	\$59.99	\$62.76	\$64.65	\$54.81	\$354	\$64.65	\$64.65	\$354	\$354	\$56.45	
Dec-18	\$93.56	\$96.37	\$73.10	\$75.29	\$103.79	\$73.10	\$354	\$354	\$78.83	\$93.56	\$96.37	\$73.10	\$354	\$96.37	\$96.37	\$354	\$354	\$75.29	
Jan-19	\$133.34	\$137.34	\$83.84	\$86.66	\$144.84	\$83.84	\$357	\$357	\$100.23	\$133.34	\$137.34	\$83.84	\$357	\$137.34	\$137.34	\$357	\$357	\$96.66	
Feb-19	\$99.45	\$102.44	\$84.21	\$86.74	\$109.94	\$84.21	\$357	\$357	\$90.31	\$99.45	\$102.44	\$84.21	\$357	\$102.44	\$102.44	\$357	\$357	\$86.74	
Mar-19	\$65.58	\$70.64	\$55.71	\$57.38	\$78.14	\$55.71	\$357	\$357	\$60.95	\$65.58	\$70.64	\$55.71	\$357	\$70.64	\$70.64	\$357	\$357	\$57.38	
Apr-19	\$62.80	\$64.69	\$49.34	\$50.82	\$72.19	\$49.34	\$357	\$357	\$54.39	\$62.80	\$64.69	\$49.34	\$357	\$64.69	\$64.69	\$357	\$357	\$50.82	
May-19	\$64.29	\$66.22	\$49.75	\$51.24	\$73.72	\$49.75	\$357	\$357	\$54.81	\$64.29	\$66.22	\$49.75	\$357	\$66.22	\$66.22	\$357	\$357	\$51.24	
Jun-19	\$73.90	\$76.12	\$49.86	\$51.35	\$83.62	\$49.86	\$357	\$357	\$54.92	\$73.90	\$76.12	\$49.86	\$357	\$76.12	\$76.12	\$357	\$357	\$51.35	
Jul-19	\$91.85	\$94.61	\$58.41	\$60.16	\$102.11	\$58.41	\$361	\$361	\$93.33	\$91.85	\$94.61	\$58.41	\$361	\$94.61	\$94.61	\$361	\$361	\$58.41	
Aug-19	\$75.69	\$77.96	\$55.25	\$56.91	\$85.46	\$55.25	\$357	\$357	\$60.48	\$75.69	\$77.96	\$55.25	\$357	\$77.96	\$77.96	\$357	\$357	\$56.91	
Sep-19	\$61.74	\$63.59	\$52.52	\$54.10	\$71.10	\$52.52	\$357	\$357	\$57.67	\$61.74	\$63.59	\$52.52	\$357	\$63.59	\$63.59	\$357	\$357	\$54.10	
Oct-19	\$58.52	\$60.28	\$50.06	\$51.56	\$67.78	\$50.06	\$357	\$357	\$55.13	\$58.52	\$60.28	\$50.06	\$357	\$60.28	\$60.28	\$357	\$357	\$51.56	
Nov-19	\$64.92	\$66.86	\$56.66	\$58.36	\$74.37	\$56.66	\$357	\$357	\$61.93	\$64.92	\$66.86	\$56.66	\$357	\$66.86	\$66.86	\$357	\$357	\$58.36	
Dec-19	\$95.64	\$99.54	\$75.07	\$77.32	\$107.04	\$75.07	\$357	\$357	\$80.90	\$95.64	\$99.54	\$75.07	\$357	\$99.54	\$99.54	\$357	\$357	\$77.32	
Jan-20	\$138.54	\$142.70	\$86.81	\$89.71	\$150.28	\$86.81	\$361	\$361	\$103.32	\$138.54	\$142.70	\$86.81	\$361	\$142.70	\$142.70	\$361	\$361	\$89.71	
Feb-20	\$102.61	\$105.69	\$87.11	\$89.72	\$113.26	\$87.11	\$361	\$361	\$93.33	\$102.61	\$105.69	\$87.11	\$361	\$105.69	\$105.69	\$361	\$361	\$89.72	
Mar-20	\$71.36	\$73.50	\$58.41	\$60.16	\$81.08	\$58.41	\$361	\$361	\$63.77	\$71.36	\$73.50	\$58.41	\$361	\$73.50	\$73.50	\$361	\$361	\$60.16	
Apr-20	\$65.10	\$67.05	\$51.92	\$53.48	\$74.63	\$51.92	\$361	\$361	\$57.08	\$65.10	\$67.05	\$51.92	\$361	\$67.05	\$67.05	\$361	\$361	\$53.48	
May-20	\$67.80	\$69.83	\$52.95	\$54.53	\$77.41	\$52.95	\$361	\$361	\$58.14	\$67.80	\$69.83	\$52.95	\$361	\$69.83	\$69.83	\$361	\$361	\$54.53	
Jun-20	\$70.43	\$81.81	\$53.98	\$55.60	\$89.39	\$53.98	\$361	\$361	\$59.20	\$70.43	\$81.81	\$53.98	\$361	\$81.81	\$81.81	\$361	\$361	\$55.60	
Jul-20	\$94.48	\$97.32	\$59.09	\$60.87	\$104.89	\$59.09	\$361	\$361	\$64.47	\$94.48	\$97.32	\$59.09	\$361	\$97.32	\$97.32	\$361	\$361	\$60.87	
Aug-20	\$77.69	\$80.02	\$57.44	\$59.16	\$87.59	\$57.44	\$361	\$361	\$62.77	\$77.69	\$80.02	\$57.44	\$361	\$80.02	\$80.02	\$361	\$361	\$59.16	
Sep-20	\$63.87	\$65.79	\$54.70	\$56.35	\$73.36	\$54.70	\$361	\$361	\$59.95	\$63.87	\$65.79	\$54.70	\$361	\$65.79	\$65.79	\$361	\$361	\$56.35	
Oct-20	\$60.64	\$62.45	\$52.51	\$54.08	\$70.03	\$52.51	\$361	\$361	\$57.69	\$60.64	\$62.45	\$52.51	\$361	\$62.45	\$62.45	\$361	\$361	\$54.08	
Nov-20	\$68.77	\$70.84	\$59.07	\$60.84	\$78.41	\$59.07	\$361	\$361	\$64.45	\$68.77	\$70.84	\$59.07	\$361	\$70.84	\$70.84	\$361	\$361	\$60.84	
Dec-20	\$101.19	\$104.22	\$77.63	\$79.96	\$111.80	\$77.63	\$361	\$361	\$83.56	\$101.19	\$104.22	\$77.63	\$361	\$104.22	\$104.22	\$361	\$361	\$79.96	
Jan-21	\$142.16	\$146.43	\$99.11	\$102.09	\$154.08	\$99.11	\$364	\$364	\$106.74	\$142.16	\$146.43	\$99.11	\$364	\$146.43	\$146.43	\$364	\$364	\$102.09	
Feb-21	\$105.74	\$108.91	\$88.60	\$91.26	\$116.57	\$88.60	\$364	\$364	\$94.90	\$105.74	\$108.91	\$88.60	\$364	\$108.91	\$108.91	\$364	\$364	\$91.26	
Mar-21	\$75.84	\$75.84	\$60.69	\$62.31	\$83.49	\$60.69	\$364	\$364	\$66.16	\$75.84	\$75.84	\$60.69	\$364	\$75.84	\$75.84	\$364	\$364	\$62.31	
Apr-21	\$67.52	\$69.55	\$53.85	\$55.46	\$77.20	\$53.85	\$364	\$364	\$65.46	\$67.52	\$69.55	\$53.85	\$364	\$69.55	\$69.55	\$364	\$364	\$55.46	
May-21	\$71.99	\$74.15	\$55.05	\$56.70	\$81.80	\$55.05	\$364	\$364	\$60.35	\$71.99	\$74.15	\$55.05	\$364	\$74.15	\$74.15	\$364	\$364	\$56.70	
Jun-21	\$81.17	\$83.60	\$58.26	\$59.26	\$91.22	\$58.26	\$364	\$364	\$61.90	\$81.17	\$83.60	\$58.26	\$364	\$83.60	\$83.60	\$364	\$364	\$59.26	
Jul-21	\$96.67	\$99.57	\$61.13	\$62.96	\$107.22	\$61.13	\$364	\$364	\$66.60	\$96.67	\$99.57	\$61.13	\$364	\$99.57	\$99.57	\$364	\$364	\$62.96	
Aug-21	\$78.94	\$81.31	\$59.20	\$60.88	\$88.96	\$59.20	\$364	\$364	\$64.62	\$78.94	\$81.31	\$59.20	\$364	\$81.31	\$81.31	\$364	\$364	\$60.88	
Sep-21	\$65.31	\$67.27	\$56.78	\$58.48	\$74.92	\$56.78	\$364	\$364	\$62.13	\$65.31	\$67.27	\$56.78	\$364	\$67.27	\$67.27	\$364	\$364	\$58.48	
Oct-21	\$62.14	\$64.00	\$54.21	\$55.84	\$71.66	\$54.21	\$364	\$364	\$59.48	\$62.14	\$64.00	\$54.21	\$364	\$64.00	\$64.00	\$364	\$364	\$55.84	
Nov-21	\$71.39	\$73.54	\$60.93	\$62.76	\$81.19	\$60.93	\$364	\$364	\$65.40	\$71.39	\$73.54	\$60.93	\$364	\$73.54	\$73.54	\$364	\$364	\$62.76	
Dec-21	\$103.38	\$106.69	\$79.76	\$82.15	\$114.34	\$79.76	\$364	\$364	\$85.79	\$103.38	\$106.69	\$79.76	\$364	\$106.69	\$106.69	\$364	\$364	\$82.15	

Energy Purchases from New Brunswick/Nalcor (High Case)

New Brunswick Energy Sales (High Case)

Nalcor Energy Sales (High Case)

New Brunswick Energy Sales (High Case)		Nalcor Energy Sales (High Case)	
Month	Price	Month	Price
Jan-22	\$158.23	Jan-22	\$105.30
Feb-22	\$120.10	Feb-22	\$112.37
Mar-22	\$86.24	Mar-22	\$94.74
Apr-22	\$80.94	Apr-22	\$78.51
May-22	\$90.16	May-22	\$58.55
Jun-22	\$93.73	Jun-22	\$73.21
Jul-22	\$110.53	Jul-22	\$82.43
Aug-22	\$90.35	Aug-22	\$86.00
Sep-22	\$77.32	Sep-22	\$61.81
Oct-22	\$74.15	Oct-22	\$60.01
Nov-22	\$84.49	Nov-22	\$61.81
Dec-22	\$77.73	Dec-22	\$65.77
Jan-23	\$118.28	Jan-23	\$64.55
Feb-23	\$161.32	Feb-23	\$61.32
Mar-23	\$87.89	Mar-23	\$58.64
Apr-23	\$82.48	Apr-23	\$56.55
May-23	\$91.89	May-23	\$61.32
Jun-23	\$95.53	Jun-23	\$64.55
Jul-23	\$112.66	Jul-23	\$61.32
Aug-23	\$84.28	Aug-23	\$58.64
Sep-23	\$78.79	Sep-23	\$64.55
Oct-23	\$75.56	Oct-23	\$61.32
Nov-23	\$86.10	Nov-23	\$58.64
Dec-23	\$120.57	Dec-23	\$64.55
Jan-24	\$164.46	Jan-24	\$61.32
Feb-24	\$124.79	Feb-24	\$58.64
Mar-24	\$89.57	Mar-24	\$64.55
Apr-24	\$84.05	Apr-24	\$61.32
May-24	\$93.65	May-24	\$58.64
Jun-24	\$97.36	Jun-24	\$64.55
Jul-24	\$114.84	Jul-24	\$61.32
Aug-24	\$93.85	Aug-24	\$58.64
Sep-24	\$80.29	Sep-24	\$64.55
Oct-24	\$76.99	Oct-24	\$61.32
Nov-24	\$87.75	Nov-24	\$58.64
Dec-24	\$122.91	Dec-24	\$64.55
Jan-25	\$167.67	Jan-25	\$61.32
Feb-25	\$115.77	Feb-25	\$58.64
Mar-25	\$91.28	Mar-25	\$64.55
Apr-25	\$85.65	Apr-25	\$61.32
May-25	\$95.44	May-25	\$58.64
Jun-25	\$99.23	Jun-25	\$64.55
Jul-25	\$117.06	Jul-25	\$61.32
Aug-25	\$95.65	Aug-25	\$58.64
Sep-25	\$81.82	Sep-25	\$64.55
Oct-25	\$78.45	Oct-25	\$61.32
Nov-25	\$89.42	Nov-25	\$58.64
Dec-25	\$125.29	Dec-25	\$64.55
Jan-26	\$170.95	Jan-26	\$61.32
Feb-26	\$118.09	Feb-26	\$58.64
Mar-26	\$93.03	Mar-26	\$64.55
Apr-26	\$87.29	Apr-26	\$61.32
May-26	\$96.63	May-26	\$58.64
Jun-26	\$101.13	Jun-26	\$64.55
Jul-26	\$119.32	Jul-26	\$61.32
Aug-26	\$96.83	Aug-26	\$58.64
Sep-26	\$87.37	Sep-26	\$64.55
Oct-26	\$79.94	Oct-26	\$61.32
Nov-26	\$91.13	Nov-26	\$58.64
Dec-26	\$127.71	Dec-26	\$64.55

Nalcor Energy Sales (High Case)		Nalcor Energy Sales (High Case)	
Month	Price	Month	Price
Jan-22	\$146.12	Jan-22	\$102.26
Feb-22	\$105.30	Feb-22	\$94.74
Mar-22	\$78.51	Mar-22	\$78.51
Apr-22	\$71.08	Apr-22	\$58.55
May-22	\$80.03	May-22	\$73.21
Jun-22	\$83.50	Jun-22	\$82.43
Jul-22	\$99.81	Jul-22	\$86.00
Aug-22	\$80.22	Aug-22	\$61.81
Sep-22	\$67.57	Sep-22	\$60.01
Oct-22	\$64.49	Oct-22	\$61.81
Nov-22	\$74.53	Nov-22	\$65.77
Dec-22	\$110.56	Dec-22	\$64.55
Jan-23	\$149.04	Jan-23	\$61.32
Feb-23	\$111.28	Feb-23	\$58.64
Mar-23	\$77.75	Mar-23	\$64.55
Apr-23	\$74.67	Apr-23	\$61.32
May-23	\$81.63	May-23	\$58.64
Jun-23	\$85.17	Jun-23	\$64.55
Jul-23	\$101.80	Jul-23	\$61.32
Aug-23	\$84.28	Aug-23	\$58.64
Sep-23	\$70.99	Sep-23	\$64.55
Oct-23	\$67.75	Oct-23	\$61.32
Nov-23	\$78.30	Nov-23	\$58.64
Dec-23	\$112.77	Dec-23	\$64.55
Jan-24	\$166.58	Jan-24	\$61.32
Feb-24	\$116.91	Feb-24	\$58.64
Mar-24	\$81.69	Mar-24	\$64.55
Apr-24	\$79.31	Apr-24	\$61.32
May-24	\$88.26	May-24	\$58.64
Jun-24	\$86.44	Jun-24	\$64.55
Jul-24	\$103.84	Jul-24	\$61.32
Aug-24	\$85.96	Aug-24	\$58.64
Sep-24	\$70.30	Sep-24	\$64.55
Oct-24	\$67.09	Oct-24	\$61.32
Nov-24	\$79.86	Nov-24	\$58.64
Dec-24	\$115.02	Dec-24	\$64.55
Jan-25	\$159.71	Jan-25	\$61.32
Feb-25	\$115.77	Feb-25	\$58.64
Mar-25	\$83.32	Mar-25	\$64.55
Apr-25	\$77.69	Apr-25	\$61.32
May-25	\$84.93	May-25	\$58.64
Jun-25	\$91.26	Jun-25	\$64.55
Jul-25	\$109.09	Jul-25	\$61.32
Aug-25	\$85.13	Aug-25	\$58.64
Sep-25	\$71.70	Sep-25	\$64.55
Oct-25	\$68.43	Oct-25	\$61.32
Nov-25	\$79.06	Nov-25	\$58.64
Dec-25	\$113.91	Dec-25	\$64.55
Jan-26	\$158.16	Jan-26	\$61.32
Feb-26	\$114.01	Feb-26	\$58.64
Mar-26	\$82.51	Mar-26	\$64.55
Apr-26	\$76.94	Apr-26	\$61.32
May-26	\$86.63	May-26	\$58.64
Jun-26	\$90.38	Jun-26	\$64.55
Jul-26	\$108.03	Jul-26	\$61.32
Aug-26	\$86.83	Aug-26	\$58.64
Sep-26	\$73.14	Sep-26	\$64.55
Oct-26	\$69.80	Oct-26	\$61.32
Nov-26	\$80.67	Nov-26	\$58.64
Dec-26	\$116.18	Dec-26	\$64.55

Nalcor Energy Sales (High Case)		Nalcor Energy Sales (High Case)	
Month	Price	Month	Price
Jan-22	\$102.26	Jan-22	\$105.33
Feb-22	\$94.74	Feb-22	\$94.74
Mar-22	\$65.38	Mar-22	\$78.51
Apr-22	\$58.55	Apr-22	\$58.55
May-22	\$60.00	May-22	\$73.21
Jun-22	\$61.81	Jun-22	\$82.43
Jul-22	\$65.77	Jul-22	\$86.00
Aug-22	\$64.55	Aug-22	\$61.81
Sep-22	\$61.32	Sep-22	\$60.01
Oct-22	\$58.64	Oct-22	\$61.81
Nov-22	\$65.77	Nov-22	\$65.77
Dec-22	\$64.55	Dec-22	\$64.55
Jan-23	\$61.32	Jan-23	\$61.32
Feb-23	\$58.64	Feb-23	\$58.64
Mar-23	\$64.55	Mar-23	\$64.55
Apr-23	\$61.32	Apr-23	\$61.32
May-23	\$58.64	May-23	\$58.64
Jun-23	\$64.55	Jun-23	\$64.55
Jul-23	\$61.32	Jul-23	\$61.32
Aug-23	\$58.64	Aug-23	\$58.64
Sep-23	\$64.55	Sep-23	\$64.55
Oct-23	\$61.32	Oct-23	\$61.32
Nov-23	\$58.64	Nov-23	\$58.64
Dec-23	\$64.55	Dec-23	\$64.55
Jan-24	\$61.32	Jan-24	\$61.32
Feb-24	\$58.64	Feb-24	\$58.64
Mar-24	\$64.55	Mar-24	\$64.55
Apr-24	\$61.32	Apr-24	\$61.32
May-24	\$58.64	May-24	\$58.64
Jun-24	\$64.55	Jun-24	\$64.55
Jul-24	\$61.32	Jul-24	\$61.32
Aug-24	\$58.64	Aug-24	\$58.64
Sep-24	\$64.55	Sep-24	\$64.55
Oct-24	\$61.32	Oct-24	\$61.32
Nov-24	\$58.64	Nov-24	\$58.64
Dec-24	\$64.55	Dec-24	\$64.55
Jan-25	\$61.32	Jan-25	\$61.32
Feb-25	\$58.64	Feb-25	\$58.64
Mar-25	\$64.55	Mar-25	\$64.55
Apr-25	\$61.32	Apr-25	\$61.32
May-25	\$58.64	May-25	\$58.64
Jun-25	\$64.55	Jun-25	\$64.55
Jul-25	\$61.32	Jul-25	\$61.32
Aug-25	\$58.64	Aug-25	\$58.64
Sep-25	\$64.55	Sep-25	\$64.55
Oct-25	\$61.32	Oct-25	\$61.32
Nov-25	\$58.64	Nov-25	\$58.64
Dec-25	\$64.55	Dec-25	\$64.55
Jan-26	\$61.32	Jan-26	\$61.32
Feb-26	\$58.64	Feb-26	\$58.64
Mar-26	\$64.55	Mar-26	\$64.55
Apr-26	\$61.32	Apr-26	\$61.32
May-26	\$58.64	May-26	\$58.64
Jun-26	\$64.55	Jun-26	\$64.55
Jul-26	\$61.32	Jul-26	\$61.32
Aug-26	\$58.64	Aug-26	\$58.64
Sep-26	\$64.55	Sep-26	\$64.55
Oct-26	\$61.32	Oct-26	\$61.32
Nov-26	\$58.64	Nov-26	\$58.64
Dec-26	\$64.55	Dec-26	\$64.55

Energy Purchases from New Brunswick/Nalcor (High Case)

New Brunswick Energy Sales (High Case)

Nalcor Energy Sales (High Case)

	MassHub-Off Peak-High US\$	MassHub-On Peak-High CAD\$	Plus: NB Transmission (Off-peak) CAD\$	NB On Peak Price CAD\$	Plus: NB Transmission (Off-peak) CAD\$	MassHub-Off Peak-High US\$	MassHub-On Peak-High CAD\$	Plus: NB Transmission (Off-peak) CAD\$	Nalcor On Peak Price CAD\$	MassHub-Off Peak-High US\$	MassHub-On Peak-High CAD\$	Plus: NB Transmission (Off-peak) CAD\$	Nalcor Off Peak Price CAD\$
Jan-27	\$101.33	\$166.16	\$8.12	\$174.29	\$3.87	\$116.29	\$166.16	\$8.12	\$174.29	\$116.29	\$166.16	\$8.12	\$174.29
Feb-27	\$120.45	\$124.07	\$8.12	\$132.19	\$3.87	\$120.45	\$124.07	\$8.12	\$132.19	\$120.45	\$124.07	\$8.12	\$132.19
Mar-27	\$84.16	\$86.69	\$8.12	\$94.81	\$3.87	\$70.08	\$84.16	\$8.12	\$94.81	\$70.08	\$86.69	\$8.12	\$94.81
Apr-27	\$78.48	\$80.83	\$8.12	\$88.95	\$3.87	\$64.64	\$78.48	\$8.12	\$88.95	\$64.64	\$80.83	\$8.12	\$88.95
May-27	\$88.36	\$91.01	\$8.12	\$99.13	\$3.87	\$64.32	\$88.36	\$8.12	\$99.13	\$64.32	\$91.01	\$8.12	\$99.13
Jun-27	\$92.19	\$94.95	\$8.12	\$103.07	\$3.87	\$68.25	\$92.19	\$8.12	\$103.07	\$68.25	\$94.95	\$8.12	\$103.07
Jul-27	\$110.20	\$113.50	\$8.12	\$121.62	\$3.87	\$70.51	\$110.20	\$8.12	\$121.62	\$70.51	\$113.50	\$8.12	\$121.62
Aug-27	\$88.57	\$91.23	\$8.12	\$99.35	\$3.87	\$69.19	\$88.57	\$8.12	\$99.35	\$69.19	\$91.23	\$8.12	\$99.35
Sep-27	\$74.60	\$76.84	\$8.12	\$84.96	\$3.87	\$65.73	\$74.60	\$8.12	\$84.96	\$65.73	\$76.84	\$8.12	\$84.96
Oct-27	\$71.20	\$73.33	\$8.12	\$81.46	\$3.87	\$62.86	\$71.20	\$8.12	\$81.46	\$62.86	\$73.33	\$8.12	\$81.46
Nov-27	\$82.28	\$84.75	\$8.12	\$92.87	\$3.87	\$72.06	\$82.28	\$8.12	\$92.87	\$72.06	\$84.75	\$8.12	\$92.87
Dec-27	\$118.51	\$122.06	\$8.12	\$130.19	\$3.87	\$94.43	\$118.51	\$8.12	\$130.19	\$94.43	\$122.06	\$8.12	\$130.19
Jan-28	\$164.55	\$169.49	\$8.20	\$177.69	\$3.91	\$115.16	\$164.55	\$8.20	\$177.69	\$115.16	\$169.49	\$8.20	\$177.69
Feb-28	\$122.86	\$126.55	\$8.20	\$134.75	\$3.91	\$103.58	\$122.86	\$8.20	\$134.75	\$103.58	\$126.55	\$8.20	\$134.75
Mar-28	\$85.84	\$88.42	\$8.20	\$96.62	\$3.91	\$71.48	\$85.84	\$8.20	\$96.62	\$71.48	\$88.42	\$8.20	\$96.62
Apr-28	\$80.05	\$82.45	\$8.20	\$90.65	\$3.91	\$65.93	\$80.05	\$8.20	\$90.65	\$65.93	\$82.45	\$8.20	\$90.65
May-28	\$90.13	\$92.83	\$8.20	\$101.04	\$3.91	\$65.60	\$90.13	\$8.20	\$101.04	\$65.60	\$92.83	\$8.20	\$101.04
Jun-28	\$94.03	\$96.85	\$8.20	\$105.05	\$3.91	\$67.58	\$94.03	\$8.20	\$105.05	\$67.58	\$96.85	\$8.20	\$105.05
Jul-28	\$112.40	\$115.77	\$8.20	\$123.97	\$3.91	\$71.92	\$112.40	\$8.20	\$123.97	\$71.92	\$115.77	\$8.20	\$123.97
Aug-28	\$90.34	\$93.05	\$8.20	\$101.25	\$3.91	\$70.57	\$90.34	\$8.20	\$101.25	\$70.57	\$93.05	\$8.20	\$101.25
Sep-28	\$76.09	\$78.37	\$8.20	\$86.58	\$3.91	\$67.04	\$76.09	\$8.20	\$86.58	\$67.04	\$78.37	\$8.20	\$86.58
Oct-28	\$72.62	\$74.80	\$8.20	\$83.00	\$3.91	\$66.04	\$72.62	\$8.20	\$83.00	\$66.04	\$74.80	\$8.20	\$83.00
Nov-28	\$83.93	\$86.45	\$8.20	\$94.65	\$3.91	\$73.51	\$83.93	\$8.20	\$94.65	\$73.51	\$86.45	\$8.20	\$94.65
Dec-28	\$120.88	\$124.50	\$8.20	\$132.71	\$3.91	\$93.51	\$120.88	\$8.20	\$132.71	\$93.51	\$124.50	\$8.20	\$132.71
Jan-29	\$162.84	\$172.88	\$8.20	\$181.16	\$3.94	\$117.47	\$162.84	\$8.20	\$181.16	\$117.47	\$120.99	\$8.20	\$120.99
Feb-29	\$125.32	\$129.08	\$8.20	\$137.36	\$3.94	\$105.65	\$125.32	\$8.20	\$137.36	\$105.65	\$129.08	\$8.20	\$129.08
Mar-29	\$87.56	\$90.19	\$8.20	\$98.47	\$3.94	\$72.91	\$87.56	\$8.20	\$98.47	\$72.91	\$90.19	\$8.20	\$90.19
Apr-29	\$81.65	\$84.10	\$8.20	\$92.38	\$3.94	\$65.29	\$81.65	\$8.20	\$92.38	\$65.29	\$84.10	\$8.20	\$92.38
May-29	\$91.93	\$94.69	\$8.20	\$102.97	\$3.94	\$66.91	\$91.93	\$8.20	\$102.97	\$66.91	\$94.69	\$8.20	\$94.69
Jun-29	\$96.91	\$98.79	\$8.20	\$107.07	\$3.94	\$68.94	\$96.91	\$8.20	\$107.07	\$68.94	\$98.79	\$8.20	\$98.79
Jul-29	\$114.65	\$118.09	\$8.20	\$126.37	\$3.94	\$75.55	\$114.65	\$8.20	\$126.37	\$75.55	\$118.09	\$8.20	\$118.09
Aug-29	\$92.15	\$94.91	\$8.20	\$103.20	\$3.94	\$71.99	\$92.15	\$8.20	\$103.20	\$71.99	\$94.91	\$8.20	\$94.91
Sep-29	\$77.61	\$79.94	\$8.20	\$88.23	\$3.94	\$68.38	\$77.61	\$8.20	\$88.23	\$68.38	\$79.94	\$8.20	\$79.94
Oct-29	\$74.08	\$76.30	\$8.20	\$84.58	\$3.94	\$65.40	\$74.08	\$8.20	\$84.58	\$65.40	\$76.30	\$8.20	\$76.30
Nov-29	\$85.61	\$88.18	\$8.20	\$96.46	\$3.94	\$72.79	\$85.61	\$8.20	\$96.46	\$72.79	\$88.18	\$8.20	\$88.18
Dec-29	\$123.30	\$126.99	\$8.20	\$135.28	\$3.94	\$95.38	\$123.30	\$8.20	\$135.28	\$95.38	\$126.99	\$8.20	\$126.99
Jan-30	\$171.20	\$176.34	\$8.37	\$184.70	\$3.98	\$119.82	\$171.20	\$8.37	\$184.70	\$119.82	\$123.41	\$8.37	\$123.41
Feb-30	\$127.82	\$131.66	\$8.37	\$140.03	\$3.98	\$107.77	\$127.82	\$8.37	\$140.03	\$107.77	\$111.00	\$8.37	\$111.00
Mar-30	\$89.31	\$91.99	\$8.37	\$100.36	\$3.98	\$74.37	\$89.31	\$8.37	\$100.36	\$74.37	\$91.99	\$8.37	\$91.99
Apr-30	\$83.28	\$85.78	\$8.37	\$94.15	\$3.98	\$66.60	\$83.28	\$8.37	\$94.15	\$66.60	\$85.78	\$8.37	\$85.78
May-30	\$93.77	\$96.58	\$8.37	\$104.95	\$3.98	\$68.25	\$93.77	\$8.37	\$104.95	\$68.25	\$96.58	\$8.37	\$96.58
Jun-30	\$97.83	\$100.76	\$8.37	\$109.13	\$3.98	\$70.31	\$97.83	\$8.37	\$109.13	\$70.31	\$100.76	\$8.37	\$100.76
Jul-30	\$116.94	\$120.45	\$8.37	\$128.82	\$3.98	\$81.05	\$116.94	\$8.37	\$128.82	\$81.05	\$120.45	\$8.37	\$120.45
Aug-30	\$93.99	\$96.81	\$8.37	\$105.18	\$3.98	\$73.43	\$93.99	\$8.37	\$105.18	\$73.43	\$96.81	\$8.37	\$96.81
Sep-30	\$79.16	\$81.54	\$8.37	\$89.91	\$3.98	\$69.75	\$79.16	\$8.37	\$89.91	\$69.75	\$81.54	\$8.37	\$81.54
Oct-30	\$75.56	\$77.82	\$8.37	\$86.19	\$3.98	\$66.71	\$75.56	\$8.37	\$86.19	\$66.71	\$77.82	\$8.37	\$77.82
Nov-30	\$89.31	\$91.99	\$8.37	\$98.31	\$3.98	\$74.25	\$89.31	\$8.37	\$98.31	\$74.25	\$91.99	\$8.37	\$91.99
Dec-30	\$125.76	\$129.53	\$8.37	\$137.90	\$3.98	\$104.19	\$125.76	\$8.37	\$137.90	\$104.19	\$129.53	\$8.37	\$129.53
Jan-31	\$174.62	\$179.86	\$8.45	\$188.31	\$4.02	\$125.88	\$174.62	\$8.45	\$188.31	\$125.88	\$132.21	\$8.45	\$132.21
Feb-31	\$130.38	\$134.29	\$8.45	\$142.74	\$4.02	\$109.92	\$130.38	\$8.45	\$142.74	\$109.92	\$113.22	\$8.45	\$113.22
Mar-31	\$93.83	\$95.86	\$8.45	\$102.28	\$4.02	\$75.86	\$93.83	\$8.45	\$102.28	\$75.86	\$95.86	\$8.45	\$95.86
Apr-31	\$84.94	\$87.93	\$8.45	\$95.95	\$4.02	\$67.93	\$84.94	\$8.45	\$95.95	\$67.93	\$87.93	\$8.45	\$87.93
May-31	\$95.64	\$98.51	\$8.45	\$106.97	\$4.02	\$75.73	\$95.64	\$8.45	\$106.97	\$75.73	\$98.51	\$8.45	\$98.51
Jun-31	\$99.79	\$102.78	\$8.45	\$111.23	\$4.02	\$77.87	\$99.79	\$8.45	\$111.23	\$77.87	\$102.78	\$8.45	\$102.78
Jul-31	\$119.28	\$122.86	\$8.45	\$131.31	\$4.02	\$82.63	\$119.28	\$8.45	\$131.31	\$82.63	\$122.86	\$8.45	\$122.86
Aug-31	\$95.87	\$98.75	\$8.45	\$107.20	\$4.02	\$74.89	\$95.87	\$8.45	\$107.20	\$74.89	\$98.75	\$8.45	\$98.75
Sep-31	\$80.75	\$83.17	\$8.45	\$91.62	\$4.02	\$67.15	\$80.75	\$8.45	\$91.62	\$67.15	\$83.17	\$8.45	\$83.17
Oct-31	\$77.07	\$79.38	\$8.45	\$87.83	\$4.02	\$64.04	\$77.07	\$8.45	\$87.83	\$64.04	\$79.38	\$8.45	\$79.38
Nov-31	\$89.07	\$91.74	\$8.45	\$100.19	\$4.02	\$75.73	\$89.07	\$8.45	\$100.19	\$75.73	\$91.74	\$8.45	\$91.74
Dec-31	\$128.28	\$132.13	\$8.45	\$140.98	\$4.02	\$82.03	\$128.28	\$8.45	\$140.98	\$82.03	\$132.13	\$8.45	\$132.13
	\$99.23	\$102.21	\$8.45	\$106.24	\$4.02	\$73.99	\$99.23	\$8.45	\$106.24	\$73.99	\$102.21	\$8.45	\$102.21



Energy Purchases from New Brunswick/Nalcor (High Case)

New Brunswick Energy Sales (High Case)

Nalcor Energy Sales (High Case)

	MassHub-Off Peak-High US\$	MassHub-On Peak-High CAD\$	Plus: NB Transmission (On Peak) CAD\$	NB On Peak Price CAD\$	MassHub-Off Peak-High US\$	MassHub-On Peak-High CAD\$	Plus: NB Transmission (On Peak) CAD\$	NB Off Peak Price CAD\$	MassHub-Off Peak-High US\$	MassHub-On Peak-High CAD\$	Plus: NB Transmission (OffPeak) CAD\$	Nalcor Off Peak Price CAD\$
Jan-31	\$178.12	\$183.46	\$4.06	\$132.46	\$178.12	\$183.46	\$4.06	\$132.46	\$124.66	\$128.40	\$124.66	\$128.40
Feb-31	\$132.99	\$136.98	\$4.06	\$135.55	\$132.99	\$136.98	\$4.06	\$135.55	\$132.99	\$135.48	\$132.99	\$135.48
Mar-31	\$92.92	\$95.71	\$4.06	\$93.76	\$92.92	\$95.71	\$4.06	\$93.76	\$92.92	\$95.71	\$92.92	\$95.71
Apr-31	\$86.64	\$89.24	\$4.06	\$87.43	\$86.64	\$89.24	\$4.06	\$87.43	\$86.64	\$89.24	\$86.64	\$89.24
May-31	\$97.56	\$100.48	\$4.06	\$97.20	\$97.56	\$100.48	\$4.06	\$97.20	\$97.56	\$100.48	\$97.56	\$100.48
Jun-31	\$101.78	\$104.83	\$4.06	\$101.44	\$101.78	\$104.83	\$4.06	\$101.44	\$101.78	\$104.83	\$101.78	\$104.83
Jul-31	\$121.66	\$125.31	\$4.06	\$124.24	\$121.66	\$125.31	\$4.06	\$124.24	\$121.66	\$125.31	\$121.66	\$125.31
Aug-31	\$97.79	\$100.72	\$4.06	\$98.25	\$97.79	\$100.72	\$4.06	\$98.25	\$97.79	\$100.72	\$97.79	\$100.72
Sep-31	\$83.36	\$84.83	\$4.06	\$83.81	\$83.36	\$84.83	\$4.06	\$83.81	\$83.36	\$84.83	\$83.36	\$84.83
Oct-31	\$76.61	\$80.97	\$4.06	\$75.55	\$76.61	\$80.97	\$4.06	\$75.55	\$76.61	\$80.97	\$76.61	\$80.97
Nov-31	\$90.85	\$93.57	\$4.06	\$88.63	\$90.85	\$93.57	\$4.06	\$88.63	\$90.85	\$93.57	\$90.85	\$93.57
Dec-31	\$130.84	\$134.77	\$4.06	\$136.32	\$130.84	\$134.77	\$4.06	\$136.32	\$130.84	\$134.77	\$130.84	\$134.77
Jan-31	\$181.68	\$187.13	\$4.10	\$183.07	\$181.68	\$187.13	\$4.10	\$183.07	\$181.68	\$187.13	\$181.68	\$187.13
Feb-31	\$135.65	\$139.72	\$4.10	\$121.90	\$135.65	\$139.72	\$4.10	\$121.90	\$135.65	\$139.72	\$135.65	\$139.72
Mar-31	\$94.78	\$97.62	\$4.10	\$95.40	\$94.78	\$97.62	\$4.10	\$95.40	\$94.78	\$97.62	\$94.78	\$97.62
Apr-31	\$88.38	\$91.03	\$4.10	\$86.90	\$88.38	\$91.03	\$4.10	\$86.90	\$88.38	\$91.03	\$88.38	\$91.03
May-31	\$99.51	\$102.49	\$4.10	\$98.71	\$99.51	\$102.49	\$4.10	\$98.71	\$99.51	\$102.49	\$99.51	\$102.49
Jun-31	\$103.82	\$106.93	\$4.10	\$98.96	\$103.82	\$106.93	\$4.10	\$98.96	\$103.82	\$106.93	\$103.82	\$106.93
Jul-31	\$124.10	\$127.82	\$4.10	\$120.89	\$124.10	\$127.82	\$4.10	\$120.89	\$124.10	\$127.82	\$124.10	\$127.82
Aug-31	\$99.74	\$102.73	\$4.10	\$98.36	\$99.74	\$102.73	\$4.10	\$98.36	\$99.74	\$102.73	\$99.74	\$102.73
Sep-31	\$84.01	\$86.53	\$4.10	\$80.35	\$84.01	\$86.53	\$4.10	\$80.35	\$84.01	\$86.53	\$84.01	\$86.53
Oct-31	\$82.59	\$84.59	\$4.10	\$77.02	\$82.59	\$84.59	\$4.10	\$77.02	\$82.59	\$84.59	\$82.59	\$84.59
Nov-31	\$92.66	\$95.44	\$4.10	\$85.26	\$92.66	\$95.44	\$4.10	\$85.26	\$92.66	\$95.44	\$92.66	\$95.44
Dec-31	\$146.09	\$153.46	\$4.10	\$130.45	\$146.09	\$153.46	\$4.10	\$130.45	\$146.09	\$153.46	\$146.09	\$153.46
Jan-31	\$190.87	\$195.31	\$4.15	\$131.73	\$190.87	\$195.31	\$4.15	\$131.73	\$190.87	\$195.31	\$190.87	\$195.31
Feb-31	\$138.36	\$142.51	\$4.15	\$124.30	\$138.36	\$142.51	\$4.15	\$124.30	\$138.36	\$142.51	\$138.36	\$142.51
Mar-31	\$96.67	\$99.58	\$4.15	\$87.06	\$96.67	\$99.58	\$4.15	\$87.06	\$96.67	\$99.58	\$96.67	\$99.58
Apr-31	\$90.14	\$92.85	\$4.15	\$84.06	\$90.14	\$92.85	\$4.15	\$84.06	\$90.14	\$92.85	\$90.14	\$92.85
May-31	\$104.54	\$107.80	\$4.15	\$80.24	\$104.54	\$107.80	\$4.15	\$80.24	\$104.54	\$107.80	\$104.54	\$107.80
Jun-31	\$106.89	\$109.07	\$4.15	\$82.54	\$106.89	\$109.07	\$4.15	\$82.54	\$106.89	\$109.07	\$106.89	\$109.07
Jul-31	\$130.38	\$134.26	\$4.15	\$87.56	\$130.38	\$134.26	\$4.15	\$87.56	\$130.38	\$134.26	\$130.38	\$134.26
Aug-31	\$79.48	\$81.86	\$4.15	\$86.01	\$79.48	\$81.86	\$4.15	\$86.01	\$79.48	\$81.86	\$79.48	\$81.86
Sep-31	\$85.69	\$88.26	\$4.15	\$81.91	\$85.69	\$88.26	\$4.15	\$81.91	\$85.69	\$88.26	\$85.69	\$88.26
Oct-31	\$81.78	\$84.24	\$4.15	\$78.52	\$81.78	\$84.24	\$4.15	\$78.52	\$81.78	\$84.24	\$81.78	\$84.24
Nov-31	\$80.37	\$82.78	\$4.15	\$86.93	\$80.37	\$82.78	\$4.15	\$86.93	\$80.37	\$82.78	\$80.37	\$82.78
Dec-31	\$140.21	\$146.21	\$4.15	\$112.61	\$140.21	\$146.21	\$4.15	\$112.61	\$140.21	\$146.21	\$140.21	\$146.21
Jan-31	\$132.29	\$136.25	\$4.19	\$140.44	\$132.29	\$136.25	\$4.19	\$140.44	\$132.29	\$136.25	\$132.29	\$136.25
Feb-31	\$118.98	\$122.54	\$4.19	\$126.74	\$118.98	\$122.54	\$4.19	\$126.74	\$118.98	\$122.54	\$118.98	\$122.54
Mar-31	\$82.11	\$84.58	\$4.19	\$88.76	\$82.11	\$84.58	\$4.19	\$88.76	\$82.11	\$84.58	\$82.11	\$84.58
Apr-31	\$91.95	\$94.71	\$4.19	\$79.92	\$91.95	\$94.71	\$4.19	\$79.92	\$91.95	\$94.71	\$91.95	\$94.71
May-31	\$103.50	\$106.63	\$4.19	\$81.80	\$103.50	\$106.63	\$4.19	\$81.80	\$103.50	\$106.63	\$103.50	\$106.63
Jun-31	\$120.05	\$121.25	\$4.19	\$84.15	\$120.05	\$121.25	\$4.19	\$84.15	\$120.05	\$121.25	\$120.05	\$121.25
Jul-31	\$141.78	\$143.98	\$4.19	\$89.27	\$141.78	\$143.98	\$4.19	\$89.27	\$141.78	\$143.98	\$141.78	\$143.98
Aug-31	\$85.00	\$87.69	\$4.19	\$81.69	\$85.00	\$87.69	\$4.19	\$81.69	\$85.00	\$87.69	\$85.00	\$87.69
Sep-31	\$98.82	\$101.31	\$4.19	\$83.51	\$98.82	\$101.31	\$4.19	\$83.51	\$98.82	\$101.31	\$98.82	\$101.31
Oct-31	\$84.72	\$87.05	\$4.19	\$80.05	\$84.72	\$87.05	\$4.19	\$80.05	\$84.72	\$87.05	\$84.72	\$87.05
Nov-31	\$108.10	\$111.81	\$4.19	\$88.62	\$108.10	\$111.81	\$4.19	\$88.62	\$108.10	\$111.81	\$108.10	\$111.81
Dec-31	\$138.85	\$143.02	\$4.19	\$114.82	\$138.85	\$143.02	\$4.19	\$114.82	\$138.85	\$143.02	\$138.85	\$143.02
Jan-31	\$207.47	\$214.93	\$4.23	\$143.21	\$207.47	\$214.93	\$4.23	\$143.21	\$207.47	\$214.93	\$207.47	\$214.93
Feb-31	\$157.15	\$162.00	\$4.23	\$129.23	\$157.15	\$162.00	\$4.23	\$129.23	\$157.15	\$162.00	\$157.15	\$162.00
Mar-31	\$112.48	\$114.86	\$4.23	\$90.50	\$112.48	\$114.86	\$4.23	\$90.50	\$112.48	\$114.86	\$112.48	\$114.86
Apr-31	\$105.48	\$107.00	\$4.23	\$81.48	\$105.48	\$107.00	\$4.23	\$81.48	\$105.48	\$107.00	\$105.48	\$107.00
May-31	\$117.65	\$120.77	\$4.23	\$83.40	\$117.65	\$120.77	\$4.23	\$83.40	\$117.65	\$120.77	\$117.65	\$120.77
Jun-31	\$122.36	\$123.48	\$4.23	\$85.79	\$122.36	\$123.48	\$4.23	\$85.79	\$122.36	\$123.48	\$122.36	\$123.48
Jul-31	\$135.64	\$136.64	\$4.23	\$91.02	\$135.64	\$136.64	\$4.23	\$91.02	\$135.64	\$136.64	\$135.64	\$136.64
Aug-31	\$117.91	\$119.02	\$4.23	\$89.40	\$117.91	\$119.02	\$4.23	\$89.40	\$117.91	\$119.02	\$117.91	\$119.02
Sep-31	\$89.15	\$91.83	\$4.23	\$85.14	\$89.15	\$91.83	\$4.23	\$85.14	\$89.15	\$91.83	\$89.15	\$91.83
Oct-31	\$96.52	\$97.64	\$4.23	\$81.61	\$96.52	\$97.64	\$4.23	\$81.61	\$96.52	\$97.64	\$96.52	\$97.64
Nov-31	\$110.17	\$112.29	\$4.23	\$90.35	\$110.17	\$112.29	\$4.23	\$90.35	\$110.17	\$112.29	\$110.17	\$112.29
Dec-31	\$147.76	\$149.56	\$4.23	\$117.08	\$147.76	\$149.56	\$4.23	\$117.08	\$147.76	\$149.56	\$147.76	\$149.56

**Energy Purchases from New Brunswick/Nalcor (High Case)**

**New Brunswick Energy Sales (High Case)**

New Brunswick Energy Sales (High Case)										Nalcor Energy Sales (High Case)									
Month	MassHub-On Peak-High CANS	MassHub-On Peak-High CANS	Plus: NB Transmission (OffPeak) CANS	NB Off Peak Price CANS	MassHub-On Peak-High CANS	MassHub-On Peak-High CANS	Plus: NB Transmission (On Peak) CANS	Nalcor On Peak Price CANS	MassHub-Off Peak-High CANS	MassHub-Off Peak-High CANS	Plus: NB Transmission (OffPeak) CANS	Nalcor Off Peak Price CANS							
Jan-37	\$196.65	\$202.55	\$8.97	\$211.53	\$141.76	\$4.27	\$146.03	\$202.55	\$137.63	\$141.76		\$141.76							
Feb-37	\$146.83	\$151.23	\$8.97	\$160.21	\$127.50	\$4.27	\$131.78	\$151.23	\$137.79	\$127.50		\$127.50							
Mar-37	\$102.59	\$105.67	\$8.97	\$114.64	\$87.99	\$4.27	\$92.26	\$105.67	\$85.43	\$87.99		\$87.99							
Apr-37	\$95.66	\$98.53	\$8.97	\$107.50	\$78.80	\$4.27	\$88.07	\$98.53	\$76.50	\$78.80		\$78.80							
May-37	\$107.71	\$110.94	\$8.97	\$119.92	\$80.75	\$4.27	\$85.02	\$110.94	\$78.40	\$80.75		\$80.75							
Jun-37	\$112.37	\$115.75	\$8.97	\$124.72	\$83.19	\$4.27	\$87.46	\$115.75	\$80.77	\$83.19		\$83.19							
Jul-37	\$134.33	\$138.36	\$8.97	\$147.33	\$85.95	\$4.27	\$92.80	\$138.36	\$85.95	\$88.52		\$88.52							
Aug-37	\$107.96	\$111.20	\$8.97	\$120.18	\$84.34	\$4.27	\$91.14	\$111.20	\$84.34	\$86.87		\$86.87							
Sep-37	\$90.94	\$93.66	\$8.97	\$102.64	\$82.53	\$4.27	\$86.80	\$93.66	\$80.12	\$82.53		\$82.53							
Oct-37	\$86.79	\$89.39	\$8.97	\$98.37	\$76.63	\$4.27	\$83.29	\$89.39	\$76.63	\$78.93		\$78.93							
Nov-37	\$100.30	\$103.31	\$8.97	\$112.28	\$85.29	\$4.27	\$92.12	\$103.31	\$85.29	\$87.85		\$87.85							
Dec-37	\$144.46	\$146.79	\$8.97	\$157.77	\$117.75	\$4.27	\$119.58	\$146.79	\$144.46	\$146.79		\$146.79							
Jan-38	\$200.59	\$206.61	\$9.06	\$215.67	\$140.38	\$4.31	\$148.91	\$206.61	\$140.38	\$144.59		\$144.59							
Feb-38	\$149.77	\$154.26	\$9.06	\$163.32	\$126.27	\$4.31	\$134.37	\$154.26	\$126.27	\$130.05		\$130.05							
Mar-38	\$104.64	\$107.78	\$9.06	\$116.85	\$87.14	\$4.31	\$94.07	\$107.78	\$87.14	\$89.75		\$89.75							
Apr-38	\$97.57	\$100.50	\$9.06	\$109.56	\$80.37	\$4.31	\$94.07	\$100.50	\$78.03	\$80.37		\$80.37							
May-38	\$109.87	\$113.16	\$9.06	\$122.22	\$79.97	\$4.31	\$86.68	\$113.16	\$79.97	\$82.37		\$82.37							
Jun-38	\$114.62	\$118.06	\$9.06	\$127.12	\$82.39	\$4.31	\$89.17	\$118.06	\$82.39	\$84.86		\$84.86							
Jul-38	\$137.01	\$141.12	\$9.06	\$150.19	\$87.66	\$4.31	\$94.61	\$141.12	\$87.66	\$90.29		\$90.29							
Aug-38	\$110.12	\$113.43	\$9.06	\$122.49	\$86.03	\$4.31	\$92.92	\$113.43	\$86.03	\$88.61		\$88.61							
Sep-38	\$92.75	\$95.54	\$9.06	\$104.60	\$81.72	\$4.31	\$88.49	\$95.54	\$81.72	\$84.18		\$84.18							
Oct-38	\$88.53	\$91.18	\$9.06	\$100.24	\$78.16	\$4.31	\$84.82	\$91.18	\$78.16	\$80.50		\$80.50							
Nov-38	\$102.31	\$105.38	\$9.06	\$114.44	\$86.99	\$4.31	\$93.92	\$105.38	\$86.99	\$89.60		\$89.60							
Dec-38	\$147.35	\$151.77	\$9.06	\$160.83	\$113.99	\$4.31	\$121.72	\$151.77	\$113.99	\$117.41		\$117.41							
Jan-39	\$204.60	\$210.74	\$9.15	\$219.89	\$143.19	\$4.36	\$151.84	\$210.74	\$143.19	\$147.49		\$147.49							
Feb-39	\$152.76	\$157.34	\$9.15	\$166.50	\$126.79	\$4.36	\$137.01	\$157.34	\$126.79	\$132.66		\$132.66							
Mar-39	\$106.74	\$109.94	\$9.15	\$119.09	\$88.88	\$4.36	\$95.91	\$109.94	\$88.88	\$91.55		\$91.55							
Apr-39	\$99.53	\$102.51	\$9.15	\$111.66	\$79.59	\$4.36	\$86.34	\$102.51	\$79.59	\$81.98		\$81.98							
May-39	\$112.06	\$115.42	\$9.15	\$124.58	\$81.57	\$4.36	\$88.37	\$115.42	\$81.57	\$84.02		\$84.02							
Jun-39	\$116.91	\$120.42	\$9.15	\$129.57	\$84.03	\$4.36	\$90.91	\$120.42	\$84.03	\$86.55		\$86.55							
Jul-39	\$139.75	\$143.95	\$9.15	\$153.10	\$89.42	\$4.36	\$96.46	\$143.95	\$89.42	\$92.10		\$92.10							
Aug-39	\$112.33	\$115.70	\$9.15	\$124.85	\$87.75	\$4.36	\$94.74	\$115.70	\$87.75	\$90.38		\$90.38							
Sep-39	\$94.61	\$97.45	\$9.15	\$106.60	\$83.36	\$4.36	\$90.22	\$97.45	\$83.36	\$85.86		\$85.86							
Oct-39	\$90.30	\$93.01	\$9.15	\$102.16	\$79.72	\$4.36	\$86.47	\$93.01	\$79.72	\$82.11		\$82.11							
Nov-39	\$104.36	\$107.49	\$9.15	\$116.64	\$88.73	\$4.36	\$95.75	\$107.49	\$88.73	\$91.40		\$91.40							
Dec-39	\$150.30	\$154.81	\$9.15	\$163.96	\$116.27	\$4.36	\$124.11	\$154.81	\$116.27	\$119.76		\$119.76							
Jan-40	\$208.69	\$214.95	\$9.24	\$224.20	\$146.05	\$4.40	\$154.84	\$214.95	\$146.05	\$150.44		\$150.44							
Feb-40	\$155.82	\$160.49	\$9.24	\$169.74	\$131.37	\$4.40	\$130.71	\$160.49	\$131.37	\$135.31		\$135.31							
Mar-40	\$108.87	\$112.14	\$9.24	\$121.38	\$90.66	\$4.40	\$97.78	\$112.14	\$90.66	\$93.38		\$93.38							
Apr-40	\$101.52	\$104.56	\$9.24	\$113.81	\$81.18	\$4.40	\$88.02	\$104.56	\$81.18	\$83.62		\$83.62							
May-40	\$114.30	\$117.73	\$9.24	\$126.98	\$83.20	\$4.40	\$90.10	\$117.73	\$83.20	\$85.70		\$85.70							
Jun-40	\$119.25	\$122.83	\$9.24	\$132.07	\$85.71	\$4.40	\$92.69	\$122.83	\$85.71	\$88.28		\$88.28							
Jul-40	\$142.55	\$146.83	\$9.24	\$156.07	\$91.21	\$4.40	\$98.34	\$146.83	\$91.21	\$93.94		\$93.94							
Aug-40	\$114.57	\$118.01	\$9.24	\$127.25	\$89.51	\$4.40	\$96.59	\$118.01	\$89.51	\$92.19		\$92.19							
Sep-40	\$96.50	\$99.40	\$9.24	\$108.64	\$85.03	\$4.40	\$91.98	\$99.40	\$85.03	\$87.58		\$87.58							
Oct-40	\$92.10	\$94.87	\$9.24	\$104.11	\$81.32	\$4.40	\$88.16	\$94.87	\$81.32	\$83.76		\$83.76							
Nov-40	\$106.44	\$109.64	\$9.24	\$118.88	\$90.51	\$4.40	\$97.62	\$109.64	\$90.51	\$93.22		\$93.22							
Dec-40	\$153.30	\$157.90	\$9.24	\$167.15	\$118.59	\$4.40	\$126.55	\$157.90	\$118.59	\$122.15		\$122.15							

## Energy Purchases from New Brunswick/Nalcor (High Case)

### New Brunswick Energy Sales (High Case)

	MassHub - On Peak - High US\$	MassHub - On Peak - High CAD\$	Plus: NB Transmission (On Peak) CAD\$	NB On Peak Price CAD\$		MassHub - Off Peak - High US\$	MassHub - Off Peak - High CAD\$	Plus: NB Transmission (OffPeak) CAD\$	Nalcor On Peak Price CAD\$		MassHub - Off Peak - High US\$	MassHub - Off Peak - High CAD\$	Plus: NB Transmission (OffPeak) CAD\$	Nalcor Off Peak Price CAD\$
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<b>NB Transmission Charges:</b>	
<b>Schedule 1</b>	<b>Scheduling, System Control and Dispatch Service</b>
	On Peak Hourly \$0.50 per MW of Reserved Capacity per Hour
	Off Peak Hourly \$0.24 per MW of Reserved Capacity per Hour
<b>Schedule 2</b>	<b>Reactive Supply and Voltage Control /to generation Source Service</b>
	On Peak Hourly \$0.43 per MW of Reserved Capacity per Hour
	Off Peak Hourly \$0.21 per MW of Reserved Capacity per Hour
<b>Schedule 7 &amp; 8</b>	<b>Non-Point-to-Point Transmission Service</b>
	On Peak Daily \$69.06 of Reserved Capacity per day
	Off Peak Daily \$6.07 of Reserved Capacity per day
	On Peak Hourly \$2.88 of Reserved Capacity per hour
	Off Peak Hourly \$2.88 of Reserved Capacity per hour
<b>Schedule 1 + 2 + 7/8</b>	<b>Total Charges</b>
	On Peak \$7.00 per MWh
	Off Peak \$3.33 per MWh
	Losses 3.3%
	Year of estimates 2012
	Annual escalation 1.0%
	COD 2017
<b>Foreign Exchange Assumptions</b>	
	ForEx 1.03

**NON-CONFIDENTIAL**

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1 **Request IR-38:**

2

3 **With respect to the Application on p. 93, line 9:**

4

5 **(a) Will the Continuous Risk Management (CRM) process continue after First**  
6 **Commercial Power during the 35 year term?**

7

8 **(b) If so, what activities will be covered under the CRM process?**

9

10 **(c) If the answer to question (a) is yes, what are the expected operating costs of**  
11 **conducting the CRM process in the first five years after First Commercial Power?**

12

13 **(d) Please reconcile any costs outlined in question (c) in light of the statement at p. 91,**  
14 **line 5 that only modest spending is required for the operation of hydroelectric**  
15 **systems.**

16

17 **Response IR-38:**

18

19 The Continuous Risk Management process utilized for the project management of the Maritime  
20 Link is consistent with risk management, which will be applied using Good Utility Practice  
21 during the operational life. The costs which will be included in the operating budgets of the  
22 O&M costs for all assets will be consistent with Good Utility Practice. The Joint Operations  
23 Committee will outline operational procedures in accordance with the formal agreements to  
24 manage operations and maintenance after First Commercial Power. Operating costs for hydro  
25 developments are “modest” compared to the original cost of capital for the assets.

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1 **Request IR-39:**

2  
3 **With respect to the Application on p. 96:**

4  
5 **(a) Please explain how the transmission plan which resulted in the end-points shown for**  
6 **both the LIL and the Maritime Link was developed?**

7  
8 **(b) What is the justification for moving power to be delivered to Nova Scotia from west**  
9 **to east all the way across Newfoundland and all the way back again?**

10  
11 **(c) Why was a more direct route from the southern end of the Northern Peninsula**  
12 **(near Deer Lake) to Cape Ray not chosen?**

13  
14 **(d) Was the transmission plan shown in figure 1-2 at p. 15 optimized for cost and**  
15 **performance as a whole or where LIL and Maritime Link elements optimized**  
16 **separately?**

17  
18 **Response IR-39:**

19  
20 **(a) The layout of the transmission system was based on the need to provide reliable service**  
21 **at an economic cost. The most economic means of delivering Muskrat Falls energy to**  
22 **Newfoundland was HVdc transmission across the island, because the major load point is**  
23 **in St. John's and an HVdc terminal in Western Newfoundland would have necessitated**  
24 **significant investments in ac transmission infrastructure from the terminal location to St.**  
25 **John's. The optional sites for the ML terminal in Newfoundland were Bay D'Espoir and**  
26 **Bottom Brook. Locating the terminal at Bottom Brook required a 160 km 230 kV**  
27 **transmission build from Granite Canal to Bottom Brook, plus an HVdc transmission**  
28 **build consisting of 140 km of overhead HVdc line to the seashore and 170 km of**  
29 **submarine cable across the Cabot Strait. Locating the terminal at Bay D'Espoir required**

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1 either a short overhead HVdc build to the seashore, plus about 400 km of submarine  
2 cable across the Cabot Strait, or alternatively, a 300 km HVdc line to Cape Ray plus a  
3 170 km submarine cable across the Cabot Strait. The high cost of both alternative  
4 transmission options from Bay d’Espoir led to the selection of the Bottom Brook terminal  
5 option. The Nova Scotia terminal was selected based on the need for a strong hub that  
6 could accommodate between 170 MW and 500 MW of power for consumption in Nova  
7 Scotia, and a connection point to the transmission that would be used for wheeling part of  
8 the 500 MW delivery through Nova Scotia. Terminal locations were considered at  
9 Woodbine, Port Hastings and Onslow. Woodbine was selected because it is a major hub  
10 that already serves as a collection and distribution point for power generation in Cape  
11 Breton, and because it is sited much closer to prospective cable landing sites than either  
12 Port Hastings or Onslow. Port Hastings would have required significantly greater  
13 expansion to accommodate the 500 MW delivery, and Onslow would have required  
14 significantly more HVdc transmission from the seashore to the terminal location.

15  
16 (b) See the response to Part (a). Today, the prevailing power flow in Newfoundland is from  
17 West to East (from hydro facilities in the West to St.John’s). By terminating the LIL at  
18 Soldiers Pond and the ML at Bottom Brook, these prevailing flows will be counteracted  
19 and the transmission system will be utilized in a more balanced and efficient manner.  
20 Had both terminals been built in Western Newfoundland, the requirement for AC  
21 transmission across the island would have been much more extensive and costly, and the  
22 major load center in St. John’s would have been more exposed to reduced reliability due  
23 to heavy reliance on West-East AC transmission infrastructure in relatively close  
24 proximity.

25  
26 (c) See the response to Part (b) above.

27  
28 (d) The transmission requirements were optimized for both LIL and ML concurrently.

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1 **Request IR-40:**

2  
3 **With respect to the Application on p. 96, line 23- p. 97, line 3:**

4  
5 **(a) What is the basis for including the cost of additional infrastructure to Soldiers Pond**  
6 **(on the eastern part of Newfoundland) in the Lower Churchill Projects Phase One?**

7  
8 **(b) What are the costs of the additional infrastructure to Soldiers Pond?**

9  
10 **(c) What is the estimated cost difference between the additional infrastructure to**  
11 **Soldiers Pond versus an alternate direct route from the Labrador-Island**  
12 **Transmission Link to Bottom Brook, NL?**

13  
14 **(d) Are NL ratepayers making any contribution to the cost of each of the following**  
15 **infrastructure:**

16  
17 **(i) the third 230 kV line from Granite Canal to Bottom Brook (including the**  
18 **Granite Canal switchyard);**

19  
20 **(ii) the reconfiguration of the line terminations at the Bay d'Espoir Substation;**

21  
22 **(iii) the upgrades to the Upper Salmon Substation;**

23  
24 **(iv) the additional infrastructure to Soldiers Pond.**

25  
26 **(e) What is the expected service life for each portion of the infrastructure listed in**  
27 **question (d) above?**

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1 Response IR-40:

2

3 (a) The transmission infrastructure to Soldiers Pond is not considered “additional.” Since the  
4 Labrador-Island Link (LIL) is expected to displace generation at Holyrood near St.  
5 John’s, the LIL would create a significant load pocket in the Avalon Peninsula if the  
6 HVdc link terminated in Western Newfoundland, and substantial AC transmission  
7 reinforcements would be required to supply this load pocket. Termination of the LIL at  
8 Soldier’s Pond delivers new supply directly to the load pocket.

9

10 (b) Please refer to UARB IR-039. If the LIL transmission had been terminated in Western  
11 Newfoundland, any cost savings due to avoided HVdc transmission from Western  
12 Newfoundland to St. John’s would have been outstripped by requirements for AC  
13 transmission reinforcements from Western Newfoundland to St. John’s.

14

15 (c) Refer to response to IR-040 (b) above.

16

17 (d) Both Newfoundland ratepayers and Nova Scotia ratepayers are making contributions to  
18 all of the LCP Phase 1 assets and Maritime Link assets, wherever those assets are located.  
19 Newfoundland ratepayers will pay 80 percent of the total cost of the Maritime Link  
20 Project and Phase 1 of the Lower Churchill Project (i.e. Muskrat Falls Generation  
21 Facility, Labrador Transmission Assets and the Labrador Island Link).

22

23 Nova Scotia ratepayers will pay 20% of the total cost of assets as per the 20 For 20  
24 Principle. In regard to the specific items identified in the question, Nalcor is paying 80  
25 percent of each of the costs for:

26

27 i. The third line to Granite Canal, which is part of the Maritime Link and is part of  
28 this application.

29



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- 1       ii.       The reconfiguration of Bay D’Espoir, which is required to provide a reliable  
2               supply to Bottom Brook, and which is not required without the Maritime Link.  
3  
4       iii.       The upgrades to Upper Salmon, which would not be required without the  
5               Maritime Link development.  
6  
7       iv.       The Labrador Island link to Soldier’s Pond.  
8  
9 (e)       All facilities are being designed for a common service life of 50 years.

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1 **Request IR-41:**

2

3 **With respect to the Application on p. 98, line 11 - What is meant by "under various**  
4 **conditions"? List the various conditions.**

5

6 Response IR-41:

7

8 In assigning the annual energy level, three developments on the Churchill River were taken into  
9 account. These developments are the existing Upper Churchill, Gull Island and Muskrat Falls.  
10 An annual energy production attributable to the Muskrat Falls development is based on results of  
11 hydraulic records. One period based its results on a hydraulic record for the period 1943 to 1997  
12 while the other period was based on the period 1957 to 2006. The annual energy is basically the  
13 same for both periods. The various conditions are associated with these hydraulic records.

14

15 In addition models were used that incorporate natural flows, precipitation and evaporation data.  
16 The operational features of the model include storage and release of water by reservoirs, physical  
17 discharge controls at reservoir outlets, water flow in channels, hydropower releases, head loss in  
18 channels, water losses in channels hydraulic routing through channels and reservoirs and inflow  
19 forecasts.

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1 **Request IR-42:**

2

3 **With respect to the Application on p. 100, line 18 - Did Manitoba Hydro International**  
4 **suggest that an inter-connected island link is the least cost option for Nova Scotia? If so,**  
5 **provide the reference.**

6

7 Response IR-42:

8

9 That was not part of MHI's mandate.

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1 **Request IR-43:**

2  
3 **With respect to the Application on p. 106 regarding alternatives:**

4  
5 (a) **Please explain whether there is any capacity or energy available from the Pt.**  
6 **Lepreau nuclear facility and if this was considered in the alternatives.**

7  
8 (b) **Was any consideration given to establishing a new interconnection with New**  
9 **England via southwestern Nova Scotia? Please explain.**

10  
11 (c) **Did any alternative consider staged energy acquisitions over the 35 year period as**  
12 **needed, thereby minimizing the impact of a large financial commitment of \$1.5**  
13 **billion?**

14  
15 (d) **Was consideration given to acquiring the 5-year Supplemental Energy component**  
16 **during the last 30 years and/or during peak periods when energy requirements**  
17 **would be higher? Please explain.**

18  
19 (e) **Was any consideration given to incorporating natural gas fired generation as part of**  
20 **an alternative plan beyond the 2020 RES requirements?**

21  
22 **Response IR-43:**

23  
24 (a) **Energy from Pt. Lepreau would have been considered as one of the potential sources of**  
25 **economic energy imports in the Maritime Link and Other Import Alternatives.**

26  
27 (b) **No.**

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1 (c) Please refer to SBA IR-70.

2

3 (d) Please refer to NSUARB-16.

4

5 (e) Natural gas is a key component of all of the alternatives. It is offered to the model in all  
6 years. Please refer to EAC IR-32 for the natural gas GWh production by year for each of  
7 the alternatives.

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1 **Request IR-44:**

2

3 **With respect to the Application on p. 107, Figure 6-1 - Does "Firm Capacity" mean just**  
4 **that the capacity made available is dispatchable and therefore available when needed to**  
5 **meet NSPI load requirements (i.e. a qualitative description) or does it mean that it is also**  
6 **the amount of capacity that, together with other NSPI generating resources, matches NSPI**  
7 **forecast load requirements (i.e. quantitative)?**

8

9 **Response IR-44:**

10

11 "Firm Capacity" in Figure 6-1 means that the capacity also has the quantitative description  
12 above.

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1 **Request IR-45:**

2

3 **With respect to the Application on p. 109, lines 1-3 - Please explain what consideration was**  
4 **given to natural gas storage.**

5

6 Response IR-45:

7

8 Natural gas storage could be part of a future scenario that includes substantial volumes of natural  
9 gas once certainty around a source of supply has been established.

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1 **Request IR-46:**

2

3 **With respect to the Application on p. 109, lines 6-7 - Does NSPML consider that importing**  
4 **energy generated by a nuclear facility is also prohibited by law? Please elaborate.**

5

6 Response IR-46:

7

8 No. Construction of a nuclear facility in Nova Scotia, by NS Power, to produce electricity is  
9 prohibited by law. Importing energy generated by a nuclear facility is not prohibited by law.



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1 **Request IR-47:**

2  
3 **With respect to the Application on p. 112 regarding tidal energy:**

4  
5 **(a) Please explain what level of energy and capacity represents Emera's reference to a**  
6 **"modest scale".**

7  
8 **(b) Please provide Emera's estimate of "incremental development over time" regarding**  
9 **tidal energy projects.**

10  
11 **(c) With a potential of 2000 MW of tidal energy from the Bay of Fundy, would it not be**  
12 **valid to consider an alternative with some portion of energy contribution within the**  
13 **35-year period? Please elaborate.**

14  
15 **Response IR-47:**

16  
17 **(a) The term "modest" has been applied to signify that there is likely to be a limited amount**  
18 **of energy sourced from tidal power in 2020, in comparison to the MW scale of the**  
19 **Maritime Link Project. Given that there is no current target for installed tidal capacity in**  
20 **the Province or nationally, it is difficult to ascertain what the exact value would be. The**  
21 **Government of Nova Scotia's Marine Renewable Energy Strategy suggests that by 2020,**  
22 **there would be demonstration of arrays of tidal turbines likely to take place at the Fundy**  
23 **Ocean Research Centres (FORCE) which has a total capacity for 64 MW.**

24  
25 **(b) Smaller tidal current power plants (less than 100 MWs scale) are likely to develop as a**  
26 **result of nearshore siting considerations and technology limitations. This is similar to the**  
27 **trends seen in the offshore wind industry where projects are now being sourced further**  
28 **from shore in deeper waters as the technology improves, allowing for larger plant**  
29 **capacities.**

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- 1 (c) While current estimates range in the order of 2000 MW of power potential in the Bay of  
2 Fundy, further investigation is required to fully understand the practical amount of energy  
3 that can be extracted (for example siting considerations, proximity to shore). There is an  
4 opportunity to develop tidal energy in the region within that timescale, but uncertainty  
5 remains, at this time, regarding the amount of electricity that could be generated along  
6 with the associated costs.

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1 **Request IR-48:**

2

3 **With respect to the Application on p. 112, line 18 -What is the source for the estimated**  
4 **costs for tidal energy in the range of \$100 - \$150 per MWh?**

5

6 Response IR-48:

7

8 It is expected that tidal energy would need to be cost competitive with other renewable energy  
9 options and thus a cost of energy range is provided.

10

11 Several sources of information have been consulted:

12

13 • Carbon Trust (2011). Accelerating marine energy. Available at [www.carbontrust.com](http://www.carbontrust.com)

14

15 • Intergovernmental Panel on Climate Change (2012). Renewable Energy Sources and  
16 Climate Change Mitigation - Special Report of the Intergovernmental Panel on Climate  
17 Change. Available at <http://srren.ipcc-wg3.de/>

18

19 • Mott McDonald, IEA – RETD (2011). Accelerating Deployment of Offshore Renewable  
20 Energy Technologies. Available at <http://iea-retd.org/>

21

22 • SQWEnergy (2010). Economic Study for Ocean Energy Development in Ireland - A  
23 report to Sustainable Energy Authority Ireland and Invest Northern Ireland. Available  
24 at [www.seai.ie](http://www.seai.ie)

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1 **Request IR-49:**

2

3 **With respect to the Application on p. 113, lines 10-14- NSPI's OASIS website lists**  
4 **approximately 704 MW of active transmission interconnection requests (565 MW wind)**  
5 **and approximately 442 MW of active distribution interconnection requests (398 MW**  
6 **wind). Please reconcile these quantities with NSPML's reference to 216 MW of wind**  
7 **capacity planned or committed for 2015.**

8

9 **Response IR-49:**

10

11 The reference to planned and committed projects refers to the 116.5 MW of projects awarded by  
12 the Renewable Electricity Administrator and the forecasts of 100 MW of COMFIT projects.  
13 Interconnection requests in the Generator Interconnection Queue include projects at various  
14 stages of the Generator Interconnection Procedures, some of which may be speculative.

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1 **Request IR-50:**

2

3 **With respect to the Application on p. 113, lines 15-19- NSPML indicates the installed wind**  
4 **capacity in 2020 could be 960 MW or 31% of NSPI's installed capacity, assuming no**  
5 **deration of wind capacity. However, wind resources are typically derated, resulting in a**  
6 **significantly reduced capacity factor. Please restate the 960 MW or 31% with quantities**  
7 **based on typical capacity factors.**

8

9 **Response IR-50:**

10

11 Wind installations are derated from nameplate capacity for the purpose of determining the  
12 capacity contribution that can be counted to meet firm load and planning reserves. This is  
13 generally referred to as the capacity value. The referenced text in the application expressed the  
14 total installed wind capacity as a percentage of the total installed capacity. For the purpose of  
15 determining the anticipated energy production from this 960 MW of wind, NS Power used  
16 observed capacity factors for operational projects, forecasted capacity factors for projects under  
17 development, and 35 percent capacity factor for the 425 MW of new wind generation that would  
18 be added in 2019.

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1 **Request IR-51:**

2  
3 **With respect to the Application on p. 117, line 8 - Assuming any transmission constraints**  
4 **could be addressed, was Quebec Hydro contacted to gauge their interest in a potential long**  
5 **term agreement for the supply of energy to Nova Scotia? If not, why not?**

6  
7 Response IR-51:

8  
9 NS Power and its affiliates have worked with Hydro-Québec in supplier and customer  
10 relationships for many decades. Hydro-Québec has been a valued supplier and customer to NS  
11 Power.

12  
13 Hydro-Québec is an important long term supplier to the Maritimes market and we expect that it  
14 will continue to be so long into the future. In an environment that requires reduced reliance on  
15 coal-fired generation, NS Power anticipates that over the long term its energy suppliers will  
16 include Hydro-Québec, Nalcor, New Brunswick Power and the ISO New England market.

17  
18 Beginning as early as 2005, NS Power undertook detailed investigations into the sources of  
19 cleaner energy. The 2007 Integrated Resource Plan, and the 2009 IRP Update, anticipated that  
20 cleaner energy imports would be part of Nova Scotia's energy future. By 2009, emerging  
21 emissions constraints, renewable standards, market conditions and increasing and volatile fossil  
22 fuel prices led to the need to decide whether an import option would be a reliable part of the  
23 solution and, if so, from which sources. This work necessitated consideration of transmission  
24 systems and constraints in Atlantic Canada. NS Power pursued discussions with both  
25 Hydro-Québec and Nalcor Energy to determine whether they could be such sources.

26  
27 In April of 2009 NS Power met with Hydro-Québec to assess the potential for an energy supply  
28 arrangement in light of the known transmission requirements, the availability of renewable and  
29 market-priced energy, and long term firm supply that could be used to displace coal-fired

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1 generation. NS Power concluded that there was no long-term fixed price energy available from  
2 Hydro-Québec.

3  
4 In October 2009, Hydro-Québec and New Brunswick announced Hydro-Québec's proposed  
5 acquisition of New Brunswick Power. NS Power's discussions with Hydro-Québec ceased  
6 during this time period. By March 2010 the proposed acquisition of New Brunswick Power  
7 ended.

8  
9 In May 2010, the Regie de l'énergie released its decision (D-2010-053) in response to a  
10 complaint by Newfoundland and Labrador Hydro (NLH) relating to its transmission service  
11 requests on Hydro-Québec's system. NLH has sought a judicial review of such decision, which  
12 is still pending. Subsequent thereto, Nalcor decided to explore other transmission options.  
13 Emera was able to work with Nalcor to confirm that a new subsea interconnection to Nova  
14 Scotia would provide a cost effective and reliable option, and that Emera would provide a path  
15 for Nalcor energy into the New England market.

16  
17 In November 2010, Nalcor and Emera announced the Term Sheet for the development of the  
18 Lower Churchill Phase 1 Projects and the Maritime Link. The deal with Nalcor provides for the  
19 long term fixed cost energy Emera was looking for.

20  
21 Since then NS Power has had meetings and discussions as recently as January and February of  
22 2013 with Hydro-Québec to discuss the potential for energy imports in addition to those  
23 provided for under the agreements with Nalcor.

24  
25 The discussions referenced above occurred between senior executives of Hydro-Québec, Emera,  
26 Nalcor and NS Power.

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1 **Request IR-52:**

2

3 **With respect to the Application on p. 120, lines 6-13 - In the Indigenous Wind alternative,**  
4 **was any consideration given to exporting, instead of curtailing, excess wind energy, thereby**  
5 **producing additional revenue and improving wind farm economics? Please elaborate.**

6

7 Response IR-52:

8

9 Curtailment was considered in the derivation of installed wind capacity necessary to meet the  
10 Renewable Electricity Standard requirement. In the curtailment analysis, NS Power assumed no  
11 wind energy exports during low load periods as a reflection of the anticipated market conditions.  
12 Within the Strategist model, incremental wind was modeled with a capacity factor to reflect  
13 curtailment. Exports were possible in the Indigenous Wind case allowing for any economic  
14 advantage arising from that activity to accrue within the alternative.



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1 **Request IR-53:**

2

3 **With respect to the key assumptions outlined on p.120, it appears only NSPI's portion of**  
4 **the cost associated with the Link has been used to compare other options.**

5

6 **(a) Please indicate in the following table whether the alternative options presented**  
7 **included comparable costs, if a cost was not included in the alternative analysis.**

8

<b>Cost Component</b>	<b>Maritime Link</b>	<b>Import Option</b>	<b>Wind</b>	<b>Reasoning if N/A</b>
<b>AFUDC</b>				
<b>AO</b>				
<b>Return on Rate Base</b>				
<b>Sunk Costs</b>				
<b>System upgrades</b>				
<b>Contingencies</b>				
<b>Other *</b>				

9

10 **\*Separate line item for each other cost estimated to be above \$1 million**

11

12 **(b) Please quantify whether the omission of any components above would have a**  
13 **material impact on the analysis.**

14

15 **(c) Please quantify if all omissions combined above would have a material impact on**  
16 **the analysis.**

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1 Response IR-53:

2

3 (a)

	<b>Maritime Link</b>	<b>Import Option</b>	<b>Wind</b>	<b>Reasoning if N/A</b>
AFUDC	Included	Included	Included	
AO	Not included	Not included	Not included	Considered to be the same value between options
Return on Rate Base	Included	Included	Included	
Sunk Costs	Not included	Not included	Not included	There are none
System Upgrades	Included	Included	Included	
Contingencies	Included	Included	Included	
Other	Not included	Not included	Not included	None identified

4

5 (b) There would not be a material impact of any one item that the table above indicates is  
6 “not included” as they are consistent between the options.

7

8 (c) There would not be a material impact of combination of all if the items that the table  
9 above indicates is “not included”, as they are consistent between the options.

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1 **Request IR-54:**

2  
3 **With respect to the assumptions outlined for the alternative analysis, in Figure 6-2, on**  
4 **p.120, the Maritime Link Project Key Assumptions:**

5  
6 **(a) Please explain how the key assumption for line losses was determined?**

7  
8 **(b) Is the 9.2% consistent with the 17MW losses noted on p.33 for the NS Block?**

9  
10 **(c) How does this compare with typical line losses?**

11  
12 **(d) If not, please provide recent project line loss assumptions.**

13  
14 **Response IR-54:**

15  
16 **(a) Please refer to NSUARB IR-13.**

17  
18 **(b) Yes.**

19  
20 **(c) Since the majority of the transmission system is operating on HVDC, this is a lower loss**  
21 **network than a similar HVAC system. These are the losses based on anticipated**  
22 **optimized values of transmission losses from Muskrat Falls to Woodbine including the**  
23 **transmission loss across Labrador and across the island of Newfoundland, on the LIL,**  
24 **and on the Maritime Link including expected converter losses. The projected loss is also**  
25 **based on a hydrology forecast for Muskrat Falls (based on 50 years historical data for the**  
26 **Upper Churchill), load forecast for Newfoundland and expected sales. This is all**  
27 **accounted for in NSUARB IR-13.**

28  
29 **(d) Please refer to NSUARB IR-13.**

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1 **Request IR-55:**

2

3 **With respect to the Application on p. 121, Figure 6-3:**

4

5 **(a) Regarding the levelized cost of \$80/MW, please explain the extent of any potential**  
6 **reduction if the 425 MW wind resource was to be developed by NSPI.**

7

8 **(b) Please provide details to support the estimated 80% redevelopment cost.**

9

10 **Response IR-55:**

11

12 **(a) Please refer to Synapse IR-1 Attachment 2.**

13

14 **(b) Please refer to NSUARB IR-55 Attachment 1 for an analysis of 3 wind farm's capital**  
15 **estimates and possible avoided costs should the site be re-developed. While there may be**  
16 **other costs which could provide a possible deferral of re-investment, there is more**  
17 **upward pressure regarding the market value of wind generators in the future as demand**  
18 **and purchase price are currently, likely at or near market lows.**

		Possible Savings		% of Total
		\$	Comment	
<b>Site Works</b>	\$15,852,365	\$15,852,365		4.5%
<b>Turbine Foundation Work</b>	\$14,981,500	\$14,232,425	would see a 95% saving in this area ( keeping some money for concrete restoration and bolt cleanup etc.	4.0%
<b>Wind Turbine Installation</b>	\$12,793,500			
<b>Electrical Gathering System</b>	\$15,947,490	\$15,947,490		4.5%
<b>Substation &amp; Communications</b>	\$11,035,100	\$11,035,100		3.1%
<b>Transmission Interconnection</b>	\$14,490,000	\$14,490,000		4.1%
<b>Operations &amp; Maintenance Facility</b>	\$1,000,000			
<b>Site Investigations &amp; Quality Control</b>	\$1,454,295	\$290,859	perhaps 20% saving here but small \$	0.1%
<b>General Contractor Services</b>	\$7,140,269			
<b>Project Management &amp; Engineering</b>	\$3,623,000			
<b>Owner's Development Costs</b>	\$3,523,582	\$1,761,791	assume 50% of these costs will not happen	0.5%
<b>Contingencies</b>	\$15,095,015			
<b>Turbine Supply</b>	\$238,469,651			
<b>Total</b>	<b>\$355,405,767</b>	<b>\$73,610,030</b>	<b>20.7%</b>	<b>20.7%</b>

Project Cost Summary (C\$)		%	Avoided
Development Costs	5,965,236	2.03%	4,910,000
WTG Purchase & Accessories	243,684,065	82.95%	-
Balance of Plant	29,002,340	9.87%	48,399,737
Utility Interconnection	0	0.00%	-
Financing Costs	124,740	0.04%	-
Other	15,009,189	5.11%	8,844,490
<b>TOTAL PROJECT COSTS</b>	<b>293,785,570</b>	<b>100.00%</b>	<b>62,154,227</b>
BOP COST / TURBINE COSTS / INSTALLED kW	483,372		
	2,120		

See below

21.2%

Development Costs (C\$)	Driver			Avoided
Development MET Towers	200,000	C\$	200,000	200,000
Site Investigation	200,000	C\$	200,000	200,000
Land Option and Lease Cost	25,000	C\$	25,000	
MRC Payments	1,200	139 MWs	166,320	
Geo Survey	180,000	C\$	180,000	180,000
Woodlot Removal/Clearing	1,500,000	C\$	1,500,000	1,500,000
Wind Study	260,000	C\$	260,000	260,000
Construction Permitting	166,100	C\$	166,100	
Environmental & Avian Studies	420,000	C\$	420,000	420,000
Internal Development Costs	1,800,000	C\$	1,800,000	1,800,000
Development Legal Fees	350,000	C\$	350,000	350,000
Success Fee Payment	657,816	C\$	657,816	
Electrical Interconnection Studies	40,000	C\$	40,000	
<b>Total</b>			<b>5,965,236</b>	<b>4,910,000</b>

OEM WTG Purchase, Accessories & Construction (C\$)	Driver		
<b>OEM WTGs</b>			
OEM 2.31 MW WTGs incl Padmount, Wiring, Comm	3,141,459	60 WTGs	188,487,526
FTQS	45,465	60 WTGs	2,727,891
Turbine Erection	46,575	60 WTGs	2,794,500
Base Section Erection Cranes	72,450	60 WTGs	4,347,000
Service Platforms	27,127	60 WTGs	1,627,642
Aviation Lights	2,588	60 WTGs	155,250
Heated Blade Option	37,887	60 WTGs	2,273,243
Oversea and Canadian Transport	279,450	60 WTGs	16,767,000
PDI	5,910	C\$	5,910

	GDA	15,003	C\$	15,003
	VCS	303,099	C\$	303,099
<b>Sub-Total OEM WTG Contract</b>				
<b>OEM BOP</b>				
	Foundation Excavation & Construction	378,000	60 WTGs	22,680,000
	Turbine Erection Cranes	25,000	60 WTGs	1,500,000
	<b>Sub-Total</b>	24,180,000		
Total				243,684,065

Balance of Plant (C\$)		Driver		
<b>Non-OEM BOP</b>				
	Payment & Performance Bonds	319,000	C\$	319,000
	Civil/Crane Pads/Roads	25,504,443	C\$	25,504,443
	Substation Design and Installation (315kv)	5,624,406	C\$	5,624,406
	Collection System Design, Cable & Installation	19,821,332	C\$	19,821,332
	Final Site Remediation	567,159	C\$	567,159
	<b>Sub-Total Non-OEM Turbine BOP Cost</b>	51,836,340		
	GSU	2,500,000	C\$	2,500,000
	O&M Building	1,000,000	C\$	1,000,000
	Reimbursable Collection System Costs	(190,000)	139 MWs	(26,334,000)
<b>Total</b>				29,002,340

22,953,999	Some Civil still needed
5,624,406	
19,821,332	
<b>48,399,737</b>	

Utility Interconnection (C\$)		Driver		
Interconnection		Substation Included in BOP Above		0
Total				0

Financing Costs (C\$)		Driver		
LOC Fees During Construction		2,772,000	3.000%	124,740
Total				124,740

Other (C\$)		Driver		
Title Insurance		0	C\$	0

--

Owner's Construction Management	47,037	C\$/month	893,711	
PST Due	206,254,281	7.50%	15,469,071	
PST Reimbursed		C\$	(13,148,710)	
GST Due	206,254,281	5.00%	10,312,714	
GST Reimbursed		C\$	(8,765,807)	
Training & Mobilization	578,720	C\$	578,720	
Builders All-Risk Insurance	13,750	C\$/WTG	825,000	
Contingency	3.00%	C\$	8,544,490	8,544,490
Working Capital Reserve	300,000	C\$	300,000	300,000
Construction Period Revenues		C\$	0	
<b>Total</b>			15,009,189	<b>8,844,490</b>
<b>Total Costs by Month</b>				
<b>Running Total</b>				<b>62,154,226.90</b>



Project Cost Summary			Total	Avoided		
Development Costs	C\$	\$	6,871,061	\$	3,771,036	
WTG Purchase	C\$	\$	124,619,684	\$	-	
Balance of Plant	C\$	\$	49,753,786	\$	36,313,719	
Utility Interconnection	C\$	\$	2,350,000	\$	2,350,000	
Financing Costs	C\$	\$	25,640,809	\$	-	
Other	C\$	\$	10,304,805	\$	6,800,000	
<b>TOTAL PROJECT COSTS</b>	C\$	\$	<b>219,540,144</b>	\$	<b>49,234,755</b>	22.4%
<b>COSTS / INSTALLED kW</b>			<b>\$2,815</b>			

Development Costs	Driver	Basis	Total	
Site Investigation & Misc Development Work	165,000	C\$	\$ 165,000	\$ 165,000
Turbine Supply Loan Allocation	950,000	C\$	\$ 950,000	
Land Options	660,000	C\$	\$ 660,000	
Crop Compensation	150,000	C\$	\$ 150,000	
Geotech Survey	300,000	C\$	\$ 300,000	\$ 300,000
Dynamic Consulting	35,025	C\$	\$ 35,025	
Reference Plans	400,000	C\$	\$ 400,000	
Culvert & Bridge Survey	80,000	C\$	\$ 80,000	\$ 80,000
Development MET Towers	50,000	C\$	\$ 50,000	\$ 50,000
Wind Study	112,000	C\$	\$ 112,000	\$ 112,000
Environmental Studies (EA) & Permitting	525,000	C\$	\$ 525,000	
Phase 1 ESA	45,000	C\$	\$ 45,000	
Internal Development Costs	975,000	C\$	\$ 975,000	\$ 975,000
Development Legal Fees	335,000	C\$	\$ 335,000	
Electrical Interconnection Studies	80,000	C\$	\$ 80,000	\$ 80,000
Building Permits, GE Drawings	273,000	C\$	\$ 273,000	\$ 273,000
3rd Party Developer Success Fee	1,736,036	C\$	\$ 1,736,036	\$ 1,736,036
<b>Total</b>			<b>\$ 6,871,061</b>	<b>\$ 3,771,036</b>

WTG Purchase & Construction	Driver	Basis	Total
<b>Costs per unit (C\$)</b>			
1.5 XLE WTG	2,080,659	C\$/WTG	
Turbine SCADA	3,164	C\$/WTG	
Turbine Windfarm Management System	7,910	C\$/WTG	

Cold Weather Package	21,094 C\$/WTG		
Expanded Power Factor	5,274 C\$/WTG		
Transportation	175,080 C\$/WTG		
<b>Total Cost per unit (C\$)</b>	<b>2,293,181 C\$/WTG</b>		
<b>Costs per substation/project (C\$)</b>			
Project SCADA	105,470 C\$		
Project Windfarm Management System	52,735 C\$		
Dynamic VAR Control	52,735 C\$		
Power Curtailment	131,838 C\$		
Capacitor Bank Control	105,470 C\$		
<b>Total Costs per substation (C\$)</b>	<b>448,248 C\$</b>		
<b>Total USD Contract Cost not yet Paid (C\$)</b>	<b>69,930,917 C\$</b>	\$	69,930,917
<b>USD Contract Payments Transferred from USD to CAD</b>	<b>50,583,733 C\$</b>	\$	50,583,733
<b>CAD Costs (per unit)</b>			
Start Up and Commissioning	57,000 C\$/WTG	\$	2,964,000
CSA Certification	3,226 C\$/WTG	\$	167,742
<b>Other WTG Costs</b>			
Climb Assist	4,219 C\$/WTG	\$	219,378
PI Software	1,210 C\$/WTG	\$	62,907
Final FX Rate Adjustment	691,008 C\$	\$	691,008
<b>Total Turbine Contract</b>		\$	124,619,684
		\$	-

Balance of Plant	Driver	Basis	Total	
BOP Contract	39,827,085	52 WTGs	\$ 39,827,085	\$ 31,861,668
BOP Contract - Payment & Performance Bond	73,300	C\$	\$ 73,300	
Collection Cable Material & Labor outside scope of BOP Contract	3,500,000	C\$	\$ 3,500,000	
Telco Service to Substation	300,000	C\$	\$ 300,000	\$ 300,000
Revenue Metering & Communications	300,000	C\$	\$ 300,000	\$ 300,000

75% of  
costs  
avoided  
in build  
out #2

WTG Maintenance prior to Backfeed	66,000 C\$	\$	66,000	
FAA lights	3,787 37 WTGs	\$	140,110	
Padmount Transformers	32,601 52 WTGs	\$	1,695,240	
GSU Transformer	2,052,051 C\$	\$	2,052,051	\$ 2,052,051
Public Road Repairs & Improvements	500,000 C\$	\$	500,000	\$ 500,000
O&M Building	1,300,000 C\$	\$	1,300,000	\$ 1,300,000
<b>Total</b>		\$	<b>49,753,786</b>	<b>\$ 36,313,719</b>

should be a saving here if no capacity increase

Utility Interconnection	Driver	Basis	Total	
Transmission Line	0	0.0 miles	\$ -	
Long Term Lead Item Order (Pre-CCRA)	500,000 C\$		\$ 500,000	\$ 500,000
Interconnect (CCRA) - Tap at 230kv Tline	750,000 C\$		\$ 750,000	\$ 750,000
DVAR/CAP Banks	100,000 C\$		\$ 100,000	\$ 100,000
HONI	600,000 C\$		\$ 600,000	\$ 600,000
Non-Reimbursable Network Upgrades	400,000 C\$		\$ 400,000	\$ 400,000
Reimbursable Network Upgrades	0 C\$		\$ -	
<b>Total</b>			<b>\$ 2,350,000</b>	<b>\$ 2,350,000</b>

should be savings here

Financing Costs	Driver	Basis	Total
Term Debt Upfront Fee - Tranche A	165,938,568	1.50%	\$ 2,489,079
Accordian Upfront Fee - Tranche B	8,931,058	1.50%	\$ 133,966
Letter of Guarantee Upfront Fee	3,900,000	1.50%	\$ 58,500
Letter of Credit Upfront Fee	3,900,000	0.20%	\$ 7,800
Interest During Construction - Tranche A & B	See Schedule Below		\$ 11,431,424
Term Debt Commitment Fees	165,938,568	0.000%	\$ -
Accordian Commitment Fees	8,931,058	0.750%	\$ 35,051
Interest Earned on Uninvested Loan Proceeds	165,938,568	0.500%	\$ (250,399)
Letter of Guarantee Carrying Fees	3,900,000	3.350%	\$ 123,133
Manu Construction Loan Admin Fee	6,000 C\$/mo		\$ 72,000
Lender's Insurance Advisor	25,000 C\$		\$ 25,000
Lender's Engineer	270,000 C\$		\$ 270,000
Local Legal Fees Lender & Owner	0 C\$		\$ -
Lender's Legal Fees	800,000 C\$		\$ 800,000
Owner's Legal Fees	1,200,000 C\$		\$ 1,200,000
Equity Legal	0 C\$		\$ -

Equity Consultants	0 C\$	\$	-	
Tranche A Debt Service Reserve		\$	8,630,385	
Tranche B Debt Service Reserve		\$	614,870	
Total		\$	25,640,809	\$ -

Other	Driver	Basis	Total	
Title Insurance	155,000	C\$	\$ 155,000	
Owner's Construction & Services Mgmt Fee	61,000	C\$/month	\$ 610,000	
Canadian GST Due	166,862,709	5.00%	\$ 8,343,135	
Canadian GST Refunded			\$ (7,378,128)	
Canadian PST Due	559,996	8.00%	\$ 44,800	
Training & Mobilization & Spare Parts Inventory	1,119,993	C\$	\$ 1,119,993	
Builders All-Risk Insurance (including Marine & Cargo)	11,731	52 WTGs	\$ 610,005	
Project Contingency		C\$	\$ 6,300,000	\$ 6,300,000
Working Capital Reserve Account	500,000	C\$	\$ 500,000	\$ 500,000
Total			\$ 10,304,805	\$ 6,800,000

**Total Costs by Month**

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1 **Request IR-56:**

2

3 **With respect to the Application on pp. 123-125 - Was imported hydro electricity from**  
4 **Quebec ever considered in this analysis of other imports? If so, why is it not directly**  
5 **referenced?**

6

7 Response IR-56:

8

9 The premise of the Other Import alternative is that once the transmission path is built there could  
10 be multiple possible sources of imported electricity. No source was either identified or excluded  
11 from consideration.

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1 **Request IR-57:**

2

3 **With respect to the Application on p. 126, Figure 6-5 - Please provide the basis for**  
4 **escalating the NBOATT charges by 1% per year and provide a table showing NBOATT**  
5 **historical tariffs.**

6

7 Response IR-57:

8

9 The 1 percent escalation of the NB OATT charges is based on the Appendix 6.05, page 20 of the  
10 Application (the WKM report).

11

12 Historical NB OATT tariffs since 2003 are as follows:

13

<b>History of NBSO Firm Tariff Charges (\$/kW-yr)</b>				
<u>Year</u>	<u>Schedule 1</u>	<u>Schedule 2</u>	<u>Schedule 7</u>	<u>Total</u>
2003	1.414	1.801	25.902	29.117
2005	2.082	1.801	25.234	29.117
2008	2.399	1.801	25.234	29.434
2010	3.689	1.866	25.234	30.789
2012	3.477	1.810	25.234	30.521
Note:	Schedule 1 and 2 rates for 2010 and 2012 are estimated based on EUB approved revenue requirements for each service			

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1 **Request IR-58:**

2  
3 **With respect to the conclusions reached on pp.127-128 of the Application, related to the**  
4 **lowest cost options:**

5  
6 **(a) Please provide all relevant costs that NSPML or NSPI may request at any point in**  
7 **this project be passed along to NS ratepayers be provided.**

8  
9 **(b) Please confirm the Application has included, within the \$1.52 billion request, all**  
10 **relevant costs that NSPML or any other entity, will be requesting be passed along to**  
11 **NS ratepayers.**

12  
13 **(c) If otherwise, please provide any additional costs associated with this project that**  
14 **related companies, including NSPI, will be requesting be passed along to NS**  
15 **ratepayers under both "exports that the current NSPI system can support" and**  
16 **"the maximum exports Nalcor expects under the agreements".**

17  
18 **(d) Please identify under both the \$1.52 billion request and based on the total cost**  
19 **including any additional costs identified in part b) the cost to NS ratepayers of the**  
20 **Nova Scotia Block in cents per kilowatt hour.**

21  
22 **Response IR-58:**

23  
24 **(a-c) Maritime Link Project costs are as outlined in the Application. In certain instances, NS**  
25 **Power may be required to incur costs as outlined in section 8 of the Application but it is**  
26 **NSPML's and NS Power's belief that Nalcor transmission revenues will offset such**  
27 **costs.**

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1 O&M costs, while not specifically requested for approval in this Application, have been  
2 projected in the financial model (Appendix 4.01). NSPML is expecting to recover O&M  
3 costs during the operational phase of the Project.  
4

5 Nalcor can request an Upgrade to the NS Transmission System under Section 2.3(b) (v)  
6 (B) (2) of the NSTUA (during the Supplemental Term, with respect to capacity  
7 requirements in excess of the Forward Supplemental Term Schedule that would require  
8 an Upgrade to accommodate). Under Section 2.3(b) (ix), Nalcor is required to pay an  
9 Upgrade Charge in equal monthly instalments over the remainder of the Supplemental  
10 Term, commencing on the in-service date of the Upgrades (whether or not Nalcor  
11 actually schedules any Energy subsequent to the in-service date of the Upgrades). If the  
12 Applicable Supplemental Term Tariff Charges payable by Nalcor increase as a result of  
13 the Upgrade, the total Upgrade Charge payable by Nalcor in respect of such Upgrade  
14 shall be reduced by an amount equal to the incremental Applicable Supplemental Term  
15 Tariff Charges resulting from such Upgrade.  
16

17 Nalcor is required to pay the Applicable Supplemental Term Tariff Charges under  
18 Section 2.3(b) (viii), which includes any additional tariff charges associated with an  
19 Upgrade.  
20

21 (d) Please refer to NSUARB-IR37 Attachment 1.



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1 **Request IR-59:**

2

3 **In a comparison of the alternatives, on p.128 NSPML has indicated the Maritime link was**  
4 **determined to be the lowest cost option when compared with categories "Other imports"**  
5 **and "Indigenous wind".**

6

7 **(a) Was any analysis done to compare the cost of the Maritime Link with an optimal**  
8 **mixture of Other Imports and Indigenous Wind?**

9

10 **(b) If so, how was this analysis conducted?**

11

12 **(c) Please provide, in excel, the data inputs and supporting details used in the analysis**  
13 **that determined the Maritime Link was deemed to be the lowest cost alternative.**

14

15 **Response IR-59:**

16

17 **(a-b) Please refer to CA/SBA IR-70.**

18

19 **(c) Please refer to Synapse IR-14.**

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1 **Request IR-60:**

2  
3 **With respect to the Application on p. 145, line 6:**

4  
5 **(a) Are payments by Nalcor for use of transmission in Nova Scotia in accordance with**  
6 **NSPI's OATT?**

7  
8 **(b) If not, please explain why not and the basis for payments.**

9  
10 **(c) If so, please explain why payments would not fully cover any capital expenditures**  
11 **necessary to provide sufficient transmission capacity since it is understood that**  
12 **covering such costs is a fundamental concept of the OATT.**

13  
14 **(d) Does the OATT need to be amended to incorporate or otherwise accommodate the**  
15 **provisions of the Nova Scotia Transmission Utilization Agreement? If so, how?**

16  
17 **Response IR-60:**

18  
19 (a-b) Nalcor will not hold a transmission reservation for service over the NS transmission  
20 system. Rather, NS Power will take long-term transmission service over the NS system  
21 under the terms of the OATT. Nalcor and NS Power will operate under the Nova Scotia  
22 Transmission and Utilization Agreement pursuant to which Nalcor will have certain  
23 rights.

24  
25 (c) NS Power will be the holder of the transmission reservation and will pay the tariff as  
26 outlined in the OATT. NSPML calculates that, over the life of the Maritime Link,  
27 Nalcor's payments will compensate for the related costs, despite any variances that could  
28 occur from year to year.

29  
30 (d) No.

---

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1 **Request IR-61:**

2

3 **The base load forecast projected in Appendix 6.03, p. 4, indicates load may increase to**  
4 **12,000 GWh, please explain:**

5

6 **(a) Does the benefit of this project change if the load instead follows the lower potential**  
7 **9,000 GWh scenario?**

8

9 **(b) Please provide the customer class breakdown of each scenario.**

10

11 **(c) Please indicate under options, 9,000 and 12,000 GWh, what percentage the current**  
12 **and projected renewables, with and without the Maritime link project, will**  
13 **represent.**

14

15 **Response IR-61:**

16

17 **(a) The benefit of the project changes against different load sensitivities and the Maritime**  
18 **Link remains the lowest long-term cost alternative.**

19

20 **(b) Please refer to Attachment 1 for the customer sector breakdown for the two load**  
21 **scenarios. Customer class breakdown is not available.**

22

23 **(c) The following Table provides the requested analysis assuming that DSM holds to the**  
24 **projected levels (3 TWh by 2040) and RES requirement in 2040 is stable at 40 percent of**  
25 **sales from 2020.**

Maritime Link Project (NSUARB ML-2013-01)  
NSPML Responses to NSUARB Information Requests

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Scenario	No ML Low Load RES 2040	ML Low Load RES 2040	No ML Base Load RES 2040	ML Base Load RES 2040
Net System Requirement less DSM	8,859	8,859	12,174	12,174
Total Sales (Assume 7% Losses)	8,279	8,279	11,452	11,452
RES Target % assumed in 2040	40%	40%	40%	40%
<b>RES Requirement (GWh)</b>	<b>3312</b>	<b>3312</b>	<b>4581</b>	<b>4581</b>
Eligible NSPI Wind & IPP Renewables	1609	1609	1548	1548
Eligible NSPI Legacy Hydro	985	985	985	985
REA Procurement	353	353	353	353
Maritime Link Contracted Energy	0	895	0	895
<b>Total Renewable Energy (GWh)</b>	<b>2947</b>	<b>3842</b>	<b>2886</b>	<b>3781</b>
<b>Available Renewable Energy Expressed as a percentage of Total Sales</b>	<b>36%</b>	<b>46%</b>	<b>25%</b>	<b>33%</b>

NSPML LOW							
Year	Residential	Commercial	Industrial	Losses	DSM	PHP	NSPML LOW case
2015	4,510	3,500	1,645	750	-621	1,139	10,922
2016	4,564	3,538	1,657	756	-770	1,139	10,884
2017	4,610	3,574	1,672	766	-909	1,139	10,852
2018	4,641	3,611	1,692	772	-1,053	1,139	10,802
2019	4,690	3,649	1,721	782	-1,197	1,139	10,783
2020	4,735	3,686	1,748	791	-1,356	-	9,605
2021	4,776	3,724	1,767	799	-1,505	-	9,560
2022	4,810	3,757	1,776	805	-1,649	-	9,499
2023	4,855	3,790	1,784	811	-1,793	-	9,448
2024	4,888	3,822	1,792	817	-1,938	-	9,380
2025	4,907	3,852	1,799	821	-2,073	-	9,306
2026	4,926	3,883	1,807	825	-2,203	-	9,237
2027	4,945	3,913	1,815	830	-2,333	-	9,169
2028	4,964	3,944	1,822	834	-2,468	-	9,096
2029	4,983	3,976	1,830	839	-2,593	-	9,034
2030	5,002	4,007	1,838	843	-2,713	-	8,977
2031	5,021	4,039	1,846	848	-2,833	-	8,920
2032	5,040	4,071	1,854	853	-2,958	-	8,859
2033	5,059	4,103	1,861	857	-3,022	-	8,859
2034	5,079	4,136	1,869	862	-3,087	-	8,859
2035	5,098	4,169	1,877	866	-3,152	-	8,859
2036	5,118	4,202	1,885	871	-3,217	-	8,859
2037	5,137	4,235	1,893	876	-3,283	-	8,859
2038	5,157	4,269	1,901	881	-3,349	-	8,859
2039	5,177	4,303	1,910	885	-3,415	-	8,859
2040	5,196	4,337	1,918	890	-3,482	-	8,859

NSPML Base					DSM	PHP	NSPML Base
Year	Residential	Commercial	Industrial	Losses			
2015	4,543	3,500	1,641	752	-621	1,139	10,952
2016	4,609	3,553	1,659	761	-770	1,139	10,950
2017	4,672	3,605	1,678	774	-909	1,139	10,959
2018	4,720	3,658	1,697	783	-1,053	1,139	10,944
2019	4,787	3,712	1,718	794	-1,197	1,139	10,954
2020	4,853	3,767	1,740	806	-1,356	1,139	10,950
2021	4,919	3,823	1,764	818	-1,505	1,139	10,958
2022	4,985	3,880	1,789	830	-1,649	1,139	10,972
2023	5,063	3,937	1,814	842	-1,793	1,139	11,002
2024	5,130	3,996	1,841	854	-1,938	1,139	11,022
2025	5,184	4,056	1,868	865	-2,073	1,139	11,039
2026	5,239	4,117	1,896	876	-2,203	1,139	11,064
2027	5,294	4,179	1,925	887	-2,333	1,139	11,091
2028	5,350	4,241	1,954	899	-2,468	1,139	11,114
2029	5,407	4,305	1,983	910	-2,593	1,139	11,150
2030	5,463	4,370	2,013	922	-2,713	1,139	11,193
2031	5,521	4,435	2,043	934	-2,833	1,139	11,239
2032	5,579	4,502	2,073	946	-2,958	1,139	11,281
2033	5,638	4,569	2,105	958	-3,022	1,139	11,387
2034	5,697	4,638	2,136	971	-3,087	1,139	11,494
2035	5,757	4,707	2,168	983	-3,152	1,139	11,603
2036	5,818	4,778	2,201	996	-3,217	1,139	11,714
2037	5,879	4,850	2,234	1,009	-3,283	1,139	11,828
2038	5,941	4,922	2,267	1,020	-3,349	1,139	11,941
2039	6,004	4,996	2,301	1,032	-3,415	1,139	12,057
2040	6,067	5,071	2,336	1,044	-3,482	1,139	12,174

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1 **Request IR-62:**

2

3 **(a) What percentage of the 2015 RES requirements does the 20% output of Muskrat**  
4 **Falls comprise in each year from the projected date of completion of the Maritime**  
5 **Link to 2020?**

6

7 **(b) What percentage of the 2020 RES requirements does the 20% output of Muskrat**  
8 **Falls comprise in 2020?**

9

10 **Response IR-62:**

11

	<b>(a)</b>		<b>(b)</b>
	2018	2019	2020
Net System Requirement (GWh)	10944	10954	10950
Sales Net of losses (GWh)	10303	10312	10308
RES Target	25%	25%	40%
RES Requirement (GWh)	2576	2578	4123
20% Muskrat Falls after losses (GWh)	895	895	895
Percentage of RES Requirement (GWh)	35%	35%	22%

12

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1 **Request IR-63:**

2

3 **Will any transmission tariffs be charged to NSPML or NSPI to transmit electricity from**

4 **Muskrat Falls to Bottom Brook, NL (i.e., the starting point of the Maritime Link)?**

5

6 Response IR-63:

7

8 No.



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1 **Request IR-64:**

2

3 **Please confirm your understanding that Nalcor intends energy from Muskrat Falls to**  
4 **replace production from the Holyrood Thermal Generation Station (i.e., approximately 450**  
5 **MW), which is projected to be retired by 2021.**

6

7 Response IR-64:

8

9 Nalcor intends for energy from Muskrat Falls to replace production from the Holyrood Thermal  
10 Generating Station, which will be put into stand-by operation in 2017, when Muskrat Falls and  
11 the Labrador-Island HVdc Link are in-service. In 2021, it is intended that Holyrood be  
12 decommissioned, except for the Unit 3 generator, which will be operated as a synchronous  
13 condenser.

14

15 Please refer to Application, Appendix 5.01.

16

17 (i) Section 3.2.2 Holyrood Life Extension and Decommissioning, Findings for Decision  
18 Gate 3 P.62 and

19

20 (ii) Section 4.6 Power Purchase Costs Pg. 70-71.

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1 **Request IR-65:**

2

3 **On a website entitled [www.powerinourhands.ca](http://www.powerinourhands.ca) sponsored by the Government of**  
4 **Newfoundland and Labrador, it is claimed under the "Power Needs" section that: "The**  
5 **province is projected to need 80% of Muskrat Falls' power by 2036, or even earlier as**  
6 **additional industrial growth occurs in the province." Is this claim consistent with the**  
7 **Nalcor Transactions? Explain.**

8

9 **Response IR-65:**

10

11 Nalcor has available the Surplus Energy from the Muskrat Falls project, which is 40 percent of  
12 the 4.93 TWh annual production, which is approximately 2TWh. In addition, Nalcor has  
13 available 300 MW of recall energy from the Upper Churchill, which it will now have access to  
14 market through existing routes and the Maritime Link. In 2041, the Upper Churchill reverts to  
15 ownership of Newfoundland and Labrador.

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1 **Request IR-66:**

2  
3 **How will Muskrat Falls energy (including the NS Block, Supplemental Energy, and other**  
4 **market priced electricity) be dispatched to deal with NSPI's fleet capacity to meet 2015 and**  
5 **2020 RES requirements, as well as applicable environmental standards?**

6  
7 Response IR-66:

8  
9 As renewable and non-emitting, the energy available on the Maritime Link will assist NS Power  
10 in meeting RES requirements for 2020 and air emission hard caps.

11  
12 The availability of the NS Block and the Supplemental Energy Block in late 2017 will provide an  
13 opportunity for commissioning and allow stable operation to be achieved before the 2020 40  
14 percent RES requirement is in effect. Additionally, Maritime Link energy would also serve to  
15 compensate in any renewable energy shortfall that could occur as a result of an outage or reduced  
16 capacity factors at another renewable energy generating facility

17  
18 Mercury and Greenhouse Gas (GHG) hard caps continue to decrease through the 2015 to 2020  
19 time period. The firm capacity of the NS Block will allow for the retirement of a Langan  
20 generating unit which will contribute to the reduction in GHG emissions in Nova Scotia. Any  
21 energy purchases over and above the NS Block and Supplemental Energy Block in the pre-2020  
22 time period would be motivated by economics or, as noted earlier, as a means of compensating  
23 for some unforeseeable shortfall in renewable energy.

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1 **Request IR-67:**

2

3 **(a) Are there projected maintenance shutdowns related to the Muskrat Falls generation**  
4 **plant, the Labrador-Island Transmission Link and the Maritime Link?**

5

6 **(b) If so, provide the details.**

7

8 **Response IR-67:**

9

10 (a-b) Each component identified will require maintenance from time to time. Redundancy has  
11 been incorporated so as to help ensure reliability during maintenance. For example, the  
12 Muskrat Falls Plant will have multiple turbines, allowing generation to continue while  
13 maintenance is ongoing to specific components. Maintenance shutdown schedules will be  
14 developed and revised from time to time during the operational life of the assets.  
15 Maintenance shutdowns do not affect NSPML's contractual right to the electricity to be  
16 generated and delivered by Nalcor.

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1 **Request IR-68:**

2  
3 **(a) Does participation in the Maritime Link Project have any impact (positive or**  
4 **negative) on the responsibilities of NSPI and/or NSPML to NERC, including for**  
5 **increased reserves?**

6  
7 **(b) If so, please describe.**

8  
9 **Response IR-68:**

10  
11 **(a) Yes.**

12  
13 **(b) The Maritime Link Project will be planned, designed, and operated in accordance with**  
14 **NERC and NPCC Standards. Participation in the Maritime Link Project has a positive**  
15 **impact on our ability to meet NERC requirements in that it provides an alternative to**  
16 **thermal units for run-back in Special Protection Systems. The transmission constraints on**  
17 **the NS system (please refer to SBA IR-122) are managed through the tripping of one or**  
18 **two coal-fired units at Lingan following certain transmission contingencies. Tripping a**  
19 **thermal unit renders the unit unavailable for several hours due to mechanical and thermal**  
20 **stresses on the unit. The entire output of the unit is lost due to this action. The Maritime**  
21 **Link will take over this function and provide rapid runback (versus a full trip), which can**  
22 **be quickly restored, and maintains reactive power control during the event. Whereas trip**  
23 **of a thermal unit is an all-or-nothing event (because of the need for rapid relief), controls**  
24 **for the Maritime Link can be tailored to run-back only the amount of power needed for**  
25 **the event.**

26  
27 For the condition where NS retains only the Nova Scotia Block for use in NS (170 MW  
28 at Muskrat Falls minus losses delivered to Woodbine), there will be no impact on NS  
29 obligations for Operating Reserve since the loss of supply above the amount retained by

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1 NS will be covered by the receiving party outside NS. NS is currently required to carry  
2 171 MW of 10-minute Operating Reserve. If NS retains more than 171 MW of power  
3 from the Maritime Link Project, the requirements for Operating Reserve within NS will  
4 increase.

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1 **Request IR-69:**

2

3 **(a) If all or part of the NS Block or Supplemental Energy is not required for**  
4 **consumption in Nova Scotia, is NSPI entitled to export it without restriction to other**  
5 **jurisdictions?**

6

7 **(b) If not, identify the references in the Nalcor Transactions which restrict it.**

8

9 **Response IR-69:**

10

11 **(a) Yes.**

12

13 **(b) Under the terms of the Energy and Capacity Agreement (Section 2.3), Emera (and any**  
14 **assignee) is not permitted to sell the GHG Credits associated with the Nova Scotia Block**  
15 **(including the Supplemental Energy).**

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1 **Request IR-70:**

2

3 **With respect to water flow:**

4

5 **(a) Are there contractual obligations, including water rights issues, which would serve**  
6 **as an impediment to NSPI obtaining the NS Block? If so, please describe them.**

7

8 **(b) How are NS ratepayers protected if there arises any legal claim that Nalcor does not**  
9 **have sufficient rights with respect to the flow of the water at Muskrat Falls?**

10

11 **(c) Has there been any analysis of the trend for water flow on the Lower Churchill**  
12 **River and Muskrat Falls, including in the past and into the future? If so, please**  
13 **describe the analysis and provide a copy. If not, why not?**

14

15 **Response IR-70:**

16

17 **(a) No.**

18

19 **(b-c) The contractual arrangements between Emera and Nalcor do not allow for non-delivery**  
20 **of energy. If the energy is not delivered, Nalcor is liable to pay compensation damages to**  
21 **Emera. If the non-delivery is as a result of Government Action, the Government of**  
22 **Newfoundland and Labrador has guaranteed payment by Nalcor the compensation**  
23 **damages. Risks relating to Muskrat Falls are borne by Nalcor.**



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1 **Request IR-71:**

2  
3 **With any facility there is a risk of short term and long term outages, please explain:**

4  
5 **(a) How would additional energy costs to NS ratepayers incurred be recovered under**  
6 **the agreements?**

7  
8 **(b) What is the recovery mechanism for any non-compliance penalties associated with**  
9 **the renewable requirements or emissions controls?**

10  
11 **(c) What would the cost be per year to NS ratepayers of not meeting the 2020**  
12 **renewable requirements?**

13  
14 **(d) Would outages restricting Newfoundland's ability to export result in additional**  
15 **charges to NS ratepayers? If so, please explain.**

16  
17 **(e) What recourse does NSPML and/or NSPI have if any portion of the Lower**  
18 **Churchill Projects Phase One is not producing, either temporarily or permanently,**  
19 **during the term of the agreement?**

20  
21 **Response IR-71:**

22  
23 **(a) See the answers to questions CA-SBA IR-109, CA-SBA IR-110 and CA-SBA IR-114.**

24  
25 **(b) Please see the answers to questions CA-SBA IR-109, CA-SBA IR-110. In the case of:**

26  
27 **(i) Forgivable Events, the portion of the Nova Scotia Block and all greenhouse gas**  
28 **credits not delivered will be redelivered at a later date as is provided for in**

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- 1           Section 8.3, Section 8.5 and Section 5 of Schedule 5 of the Energy and Capacity  
2           Agreement.
- 3
- 4           (ii)   Non-Forgivable Events, in addition to the penalty amounts provided for in  
5           Section 8.4, under Section 8.4(b) Energy and Capacity Agreement, Emera is  
6           entitled to the greenhouse gas credits it would otherwise have received.
- 7
- 8           (iii)   A Compensation Event as defined in Section 8.6 Energy and Capacity  
9           Agreement, then Emera is entitled to receive Energy with the same environmental  
10          characteristics, or energy and cash to compensate for the lack of similar  
11          environment characteristics or cash to build a facility to provide equivalent  
12          Energy.
- 13
- 14          (c)   As has been confirmed in prior decisions of the UARB, NS Power has a legal obligation  
15          to meet the renewable energy requirements. While there are penalties provided by law for  
16          failure to comply, this is not a question of cost, but a matter of complying with the law.
- 17
- 18          (d)   Please see the answer to question CA-SBA IR-114, part (b).
- 19
- 20          (e)   Please see the answers to questions CA-SBA IR-109 CA-SBA IR-110 and Liberal  
21          IR-045.

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1 **Request IR-72:**

2

3 **It would appear Nalcor can assume through various contracts that they will be permitted**  
4 **to flow energy through Nova Scotia to other markets. Please identify all known and**  
5 **anticipated costs required to complete the project as anticipated under the business**  
6 **agreements.**

7

8 Response IR-72:

9

10 Anticipated and known costs were included in Section 8 of the Application. Figure 8-1 lists  
11 indicative capital costs of \$31.5 million and line 3 of page 145 estimates the 2030 redispatch cost  
12 to be \$4 million. Capital, system maintenance and redispatch costs are expected to be covered by  
13 the Nalcor transmission fees paid for the Nalcor Surplus Energy flowing through Nova Scotia.

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1 **Request IR-73:**

2

3 **In production of the Maritime Link are there any compensation or other incentives that**  
4 **could increase the costs. If so, please provide the details of the incentive packages?**

5

6 Response IR-73:

7 The are no incentive packages that would increase costs.

8

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1 **Request IR-74:**

2  
3 **With respect to additional investments required to support the flow of this energy through**  
4 **Nova Scotia:**

5  
6 **(a) Please confirm during stakeholder presentations on February 14, 2013, it was**  
7 **stated, that there are no other investments projected as the link may never flow**  
8 **more than what NSPI is currently capable of moving out of the province and on**  
9 **their system.**

10  
11 **(b) Please provide a parallel analysis of the current system abilities at their various**  
12 **monthly load levels, as well as, the projected additional transmission based on**  
13 **current expectations of what this project will be capable of delivering.**

14  
15 **(c) Within the ACE 2013 Plan, numerous link related transmission upgrades were**  
16 **identified, please explain the need for such upgrades if the system is currently able**  
17 **to flow the expected energy.**

18  
19 **(d) Under the various contracts, who is responsible for transmission and Nova Scotia**  
20 **System upgrades, if they are required to support the total energy flow through?**

21  
22 **(e) Please confirm that Nalcor owns all of the transmission rights on the Maritime Link**  
23 **in excess of the Nova Scotia Block.**

24  
25 **Response IR-74:**

26  
27 **(a) Confirmed, the transmission requirements are based upon the Maritime Link 500 MW**  
28 **maximum capacity, less the NS Block. Up to \$31.5 million in Nova Scotia investment**  
29 **may be needed to satisfy the transmission path commitments to Nalcor to export energy**  
30 **through the province.**

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- 1 (b) NS Power has not performed this analysis as part of the application.  
2
- 3 (c) NS Power is currently performing detailed studies to determine the extent of system  
4 upgrades to flow the Nalcor export energy. Currently those investments are estimated to  
5 cost up to \$31.5 million.  
6
- 7 (d) NS Power is ultimately responsible pursuant to the Agency and Service Agreement. .  
8
- 9 (e) Confirmed.

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1 **Request IR-75:**

2  
3 **With respect to concerns that the New Brunswick system may not be currently able to support**  
4 **the potential energy planned in this project:**

5  
6 **(a) Please provide a parallel analysis of the current New Brunswick system constraints**  
7 **at their various monthly load levels, as well as, the projected additional energy**  
8 **flowing out of Nova Scotia based on current expectations of what this project will be**  
9 **capable of delivering.**

10  
11 **(b) Does this indicate upgrades are required to the New Brunswick system?**

12  
13 **(c) Under the various contracts, who will be responsible for New Brunswick system**  
14 **upgrades, if they are required to support the total energy flow?**

15  
16 **Response IR-75:**

17  
18 NSPML has not indicated that there are constraints in NB which could hinder the export. The  
19 restrictions which limit Nova Scotia import from the NS-NB interconnection and the system  
20 beyond the NS-NB border are not of the nature that they would restrict exports from NS to NB in  
21 the same manner. In fact, exports from NS to NB will alleviate the restrictions in some regard  
22 and allow Nova Scotia to then import without requiring the NS-NB investment, or to a  
23 significantly lesser degree. Specifically, if Nalcor is exporting 150 MW in the winter, this is  
24 expected to allow NS to import 150 MW without any capital improvements. In the summer  
25 months, which coincide with Nova Scotia and New Brunswick off-peak seasons (as both  
26 provinces are winter peaking), Nalcor expects peak export delivery of 330 MW. It is likely that  
27 both systems will be able to readily carry the load with the otherwise off-peak system flows  
28 (summer load in Nova Scotia is roughly 400-700 MW lower than winter).