

**Name of Agreement: Backstop Energy Agreement**

**Parties:** NSP Maritime Link Inc. (**NSPML**) and Bayside Power L.P. (**Bayside**)

**Term:** The Agreement commenced on January 28, 2013 and, unless otherwise terminated by agreement of the parties, terminates on the later of the termination of the New Brunswick Transmission Utilization Agreement (**NBTUA**) and MEPCO Transmission Rights Agreement (**MEPCO TRA**).

**Synopsis:** Governs the commitments of NSPML to purchase energy / capacity from Bayside in the event that Bayside is obligated to purchase energy / capacity pursuant to Section 2.3 or 3.2(b) of the NBTUA or Section 2.5 of the MEPCO TRA (referred to as **NB Backstop Energy**).

**Key Terms:**

- If Bayside is obligated to purchase NB Backstop Energy, Bayside may, at its option, require NSPML to purchase any or all of such Backstop Energy from Bayside at the point of interconnection of the Maritime Link and the NS Transmission System or at the Nova Scotia / New Brunswick border, as Bayside may elect. NSPML will not be required to purchase NB Backstop Energy to the extent of system reliability constraints on the Nova Scotia Transmission System. [s. 2.1, page 12]
- The price for NB Backstop Energy shall be the equivalent of the avoided cost to NS Power of backing down the applicable amount of generation and/or turning back an alternate import supply (referred to as the **NSP Avoided Cost**). [s. 2.1, page 12]
- The parties will agree on a protocol for scheduling of NB Backstop Energy and a methodology for calculating the NSP Avoided Cost. [s. 2.1, page 12]