



GREEN CHOICE PROGRAM PARTICIPANT AGREEMENT

Final Template

GREEN CHOICE PROGRAM

PARTICIPANT AGREEMENT

THIS PARTICIPANT AGREEMENT executed as of

BETWEEN:

Nova Scotia Power Incorporated, with its head office located in Halifax, Nova Scotia

-and-

[name of Participant], [describe legal capacity of Participant, individual, corporation, government department in right of His Majesty, etc.] with its head office located in (city, province) (the **“Participant”**)

Summary of Participant Subscription to Green Choice Program

Executed Date, as given above	[Date when the second party signs this Agreement]
Participant Name and Application No.	NAME [Application No. to be completed by Department of Energy]
Participant's Utility Account Number(s) and Customer Number(s) (if applicable)	[This Section may reference Appendix A as required]
Participant's Address and Contact Information	Main contact address and primary contact for contract execution/amendments and notices given under the Agreement
Subscribed Electricity (kWh/year)	
Subscription in % of Annual Consumption of Subscribed Electricity	
Initial Term	[5, 10, 15, 20 or 25-year term] commencing as of the First Supplier Commercial Operation Date
Initial Term Expiry	[5, 10, 15, 20 or 25 years following the First Supplier Commercial Operation Date]
Green Choice Program Portfolio's Scheduled Commercial Operation Date(s)	All Scheduled Commercial Operation Dates in the PPA's to be listed once executed

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ARTICLE 1 RECITALS

1. The Green Choice Program is governed by the *Electricity Act* (the “**Act**”) and *Green Choice Program Regulations* (the “**Regulations**”), made under the Act.
2. The Green Choice Program is jointly administered by the Minister of the Department of Energy (“**DOE**”) and Nova Scotia Power Inc. (“**NSPI**”).
3. The Green Choice Program provides eligible electricity customers in Nova Scotia with access to new, renewable electricity to serve Participants with emission-free electricity and provides for the Renewable Energy Certificates associated with the renewable electricity purchased by the Participant pursuant to the Program to be retired in the Participant’s name.
4. The Participant has been accepted by the Minister of Energy on May 30, 2024 through the Green Choice Program Application Intake process.
5. Pursuant to the Act and the Regulations, NSPI is required to supply electrical service to the Participant.
6. Therefore, the Parties agree as follows:

ARTICLE 2 DEFINITIONS

Unless otherwise defined in this Agreement, all capitalized terms have the meanings ascribed to them in the Regulations. In this Agreement, the following capitalized terms have the following meanings:

Access to Information Act (“ATIA”) means *The Access to Information Act*, R.S.C., 1985, c. A-1.

Act has the meaning given in the Recitals.

Affected Party means a party to this Agreement whose performance of its obligations under this Agreement are affected by a Force Majeure Event.

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

Aggregate Partnership and **Aggregated Partnership** have the meanings given to them in the Regulations. For clarity, an Aggregate Partnership or Aggregated Partnership is not required to be, and may not be, a legal partnership.

Anticipated Service Location means a service location in respect of which the Participant’s application indicates will commence consuming Anticipated Subscribed Electricity.

Anticipated Subscribed Electricity means subscribed electricity for a Participant’s future electricity consumption that is anticipated to be operational and part of a Participant’s Subscribed Electricity.

Board means the Nova Scotia Utility and Review Board or the Energy Board and any successors thereto (which successors, following the coming into force of the *Energy and Regulatory Boards Act*, include the Nova Scotia Energy Board established pursuant to the *Energy and Regulatory*

Boards Act or Nova Scotia Regulatory and Appeals Board established pursuant to the *Energy and Regulatory Boards Act*, as the context requires).

Change in Law means:

- a. the Legislative Assembly of Nova Scotia causes to come into force any statute that was introduced as a bill in the House of Assembly of Nova Scotia or the Government of Nova Scotia causes to come into force or makes any order-in-council or regulation first having legal effect on or after the Executed Date; or
- b. the Legislative Assembly of Nova Scotia directly or indirectly amends this Agreement without the consent of the Participant where such action directly or indirectly impacts any costs, fees or penalties for the GCP Participants.

Commercial Operation means a Generating Facility has been deemed to have achieved all the milestones required to trigger commercial operation contained within in the Green Choice Program Power Purchase Agreement.

Commercial Operation Date means the date on which a Supplier commences Commercial Operation in accordance with its Green Choice Program Power Purchase Agreement.

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

DOE has the meaning given in the Recitals.

Eligible Electricity has the meaning as set forth in the Regulations.

Event of Insolvency means an event or circumstance in respect of a Person where:

- a. that Person admits its insolvency in a judicial procedure or makes a general assignment for the benefit of creditors or any proceeding is instituted by that Person seeking relief or giving notice of its intention to seek relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, re-organization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, receiver and manager, trustee, custodian or other similar official for it or any substantial part of its property and assets or that Person takes any action to authorize any of the foregoing; or
- b. any proceeding is instituted against that Person seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts under applicable insolvency legislation, or seeking appointment of a receiver, receiver and

manager, trustee, custodian or similar official for that Person or any substantial part of its property and assets, and: (i) such proceeding results in an entry of an order for such relief or any such adjudication or appointment, or (ii) if such proceeding is not being contested, or is being contested in good faith, such proceeding continues undismissed, or unstayed and in effect, longer than 30 business days from the institution of any such proceeding.

Executed Date means the date identified as such on the cover page of this Agreement.

Expected Net Output means the expected annual energy to be delivered to NSPI by all Suppliers comprising the Green Choice Program Portfolio.

First Supplier Commercial Operation Date is the actual date of delivery of electricity to NSPI by one or more Suppliers. The First Supplier Commercial Operation Date will be the first day of the Participant's Subscription Term. The First Supplier Commercial Operation Date may vary from the Scheduled Commercial Operation Date in the Green Choice Program Power Purchase Agreements.

Force Majeure Event for the purposes of this Agreement means an event or circumstances that is beyond the reasonable control of the Affected Party, that has not been caused by the act or omission or negligence of the Affected Party, and that the Affected Party is unable to avoid or overcome using commercially reasonable efforts.

Freedom of Information and Protection of Privacy ("FOIPOP") Act means the *Freedom of Information and Protection of Privacy Act*, S.N.S 1993, c. 5.

Generating Facility means a Supplier's generating facility.

Good Standing means the customer's account is not current and paid.

Green Choice Program has the meaning set out in Section 4BA(1)(a) of the Act.

Green Choice Program Application Intake Process means the process of applying to the Program.

Green Choice Program Cost means the fixed administrative costs not exceeding what is provided for in the Regulations and as prescribed by the Rates and Regulations.

Green Choice Program Credit means the billing adjustments pursuant to Section 4BB(2) of the Act and as prescribed by the Rates and Regulations.

Green Choice Program Portfolio means the composition of Suppliers that execute the Green Choice Program Power Purchase Agreements creating a portfolio of renewable energy generating facilities to meet Participant's Subscribed Electricity.

Green Choice Program Power Purchase Agreement means a Power Purchase Agreement executed by each Supplier and NSPI following the selection of the given Supplier pursuant to the Request for Proposals.

Green Choice Program Production Threshold means an amount of energy equal to 80% of three times the Expected Net Output of the Green Choice Program Portfolio during any applicable consecutive period of 36 months.

Green Choice Program Service Location(s) are the electric service locations for facilities in Appendix A of this Agreement that form the electric load for Participant's Subscribed Electricity.

Green Choice Program Terms and Conditions means the program administration guidelines issued by NSPI for the day-to-day operations, functions and timelines of the Program, which may be amended from time to time.

Initial Term has the meaning set forth in Article 4.1 of this Agreement and does not include any Renewal Terms.

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

NSPI has the meaning given in the Recitals.

Participant means the individual or entity identified on the cover page of this Agreement that has entered into this Agreement.

Participant Agreement or **Agreement** means this agreement, as executed by the Parties, including the recitals and the general terms and conditions, and the appendices, exhibits, schedules, and any other attachments to this Agreement, as amended, restated, or supplemented from time to time in accordance with this Agreement.

Participant's Proportionate Share means the ratio of the Participant's annual Subscribed Electricity in kilowatt hours per year (kWh/year) divided by the actual net output of electricity delivered to NSPI by Suppliers in a given calendar year in kWh/year.

Person means a natural person or a legal person with legal capacity to contract.

Rates and Regulations means NSPI's Rates and Regulations, as approved by the Board and as may be amended from time to time.

Reallocation Process means the process of reallocating available Subscribed Electricity to Participants as set out in the Regulations and as further detailed in the Green Choice Program Terms and Conditions.

Renewable Energy Certificate has the same meaning as defined in the Regulations.

Renewal Term any term extension beyond the Initial Term in 5 year increments up to a cumulative total of 25 years from the First Supplier Commercial Operation Date.

Request for Proposals means the request for proposals issued on December 1, 2023, for the Green Choice Program for renewable electricity for the Province of Nova Scotia.

Scheduled Commercial Operation Date means the contracted date by which a Supplier must commence Commercial Operation in a Green Choice Program Power Purchase Agreement.

Service Location means each Participant service location listed in Appendix A at which the Participant's electricity service requirements will be satisfied by Subscribed Electricity.

Subscribed Electricity the meaning set out in in the Regulations.

Subscription Term means the Initial Term of this Agreement as specified on page 1 which begins on the First Supplier Commercial Operation Date, plus any Renewal Term, if applicable.

Supplier has the meaning defined in the *Regulations*.

ARTICLE 3 PURPOSE AND CONTRACT TERMS

- 3.1 The Participant will incur no fees, costs or penalties associated with the Green Choice Program outside of those listed in the Regulations and provided for in the Rates and Regulations.
- 3.2 The Participant's Service Locations must be within NSPI service territory and must receive electric service from NSPI at the facilities and operations listed in Appendix A. The Service Locations listed in Appendix A must consume only Subscribed Electricity.
- 3.3 The Subscription Term will commence upon the First Scheduled Supplier Commercial Operation Date.
- 3.4 In addition to this Agreement, NSPI and the Participant are bound by the Rates and Regulations, the Green Choice Program Cost and the Green Choice Program Credit, and any other relevant legislative provisions governing the Green Choice Program.
- 3.5 As prescribed in the Regulations, prior to the First Supplier Commercial Operation Date NSPI will contact the Participant to adjust any relevant information related to the Participant's Subscribed Electricity, Subscription as a % of Annual Consumption (as set out in page 1 of this Agreement), and the Green Choice Program Service Locations or account information located in the Appendices.

ARTICLE 4 TERM

- 4.1 The Initial Term of this Agreement commences on the First Supplier Commercial Operation Date and expires upon the termination or expiry of the Subscription Term; subject to the Termination provisions in Article 9.
- 4.2 If the Initial Term first noted above is less than 25 years, and subject to Article 4.4, the Participant may, by giving at least 90 business days written notice to NSPI and the Minister of DOE, enter a Renewal Term [with a duration of 5, 10, 15 or 20 years] and thereby extend the Subscription Term.
- 4.3 The total cumulative Subscription Term may not exceed a total of 25 years from the First Supplier Commercial Operation Date.
- 4.4 Renewal Terms will be limited to the Participant's existing Subscribed Electricity, and the ongoing availability of the Green Choice Program.

ARTICLE 5 SUBSCRIPTION

- 5.1 The Participant agrees to subscribe to the Subscribed Electricity for the duration of the Subscription Term. The Subscribed Electricity for this Agreement is set at a maximum of kWh annually and represents the Participant's contracted annual allocation of the Expected Net Output of the Green Choice Program Portfolio, subject to Article 6

and any provisions of this Agreement that address circumstances in which the actual net output of electricity delivered by Suppliers to NSPI during the relevant time period is less than the Expected Net Output of the Green Choice Program Portfolio.

- 5.2 The annual allocation of renewable electricity in the Green Choice Program available to satisfy the Participant's Subscribed Electricity in any calendar year will be equal to the Participant's Proportionate Share, up to, the Participant's total Subscribed Electricity.
- 5.3 A copy of the Green Choice Program Cost and the Green Choice Program Credit will be provided to the Participant by NSPI within 15 business days of the Board's approval of same.
- 5.4 The Participant may reduce its Subscribed Electricity unless exempted by Article 6.3, by providing 90 business days written notice to NSPI in accordance with the following:
 - a. Subscribed Electricity reductions of up to 15% may be processed within the five-year term limits of the Green Choice Program Cost, as approved by the Board.
 - b. A Participant shall not be entitled to request future reallocated Subscribed Electricity from the reallocation process for the duration of this Agreement if the Participant requests Subscribed Electricity reductions greater than 15% within the term limits of the Green Choice Program Cost, as approved by the Board.
 - c. Once a Service Location has been removed from this Agreement, the same Service Location may not later re-apply through future application intake windows to participate in the Green Choice Program or re-added to the Service Locations listed in Appendix A for the duration of this Agreement.
- 5.5 The Participant may request an increase to its Subscribed Electricity and such request will be accommodated by NSPI if there is sufficient existing unallocated Green Choice Program Portfolio capacity to satisfy the requested increase. Any increase to the Participant's Subscribed Electricity allotment and reallocation of available electricity from Supplier's in the Green Choice Program Portfolio will follow the applicable procedures specified in the Green Choice Program Terms and Conditions.
- 5.6 The Participant is not required to maintain the minimum of 10,000,000 kWh annually of Subscribed Electricity during the Subscription Term if all reductions by the Participant do not exceed the reductions allowable under Article 5.4(a).
- 5.7 If a Participant is part of an Aggregated Partnership, then the Aggregated Partnership is not required to maintain the minimum of 10,000,000 kWh of Subscribed Electricity during the Subscription Term and a partner in the Aggregated Partnership is not required to maintain the minimum of 1,000,000 kWh of Subscribed Electricity during the Subscription Term if all reductions by the Participant do not exceed the reductions allowable under Article 5.4(a).
- 5.8 The following shall apply to the Participant if the Participant's application and acceptance by the Minister of DOE, included Anticipated Subscribed Electricity to one or more Anticipated Service Locations:

- a. All Anticipated Subscribed Electricity and Anticipated Service Locations must be operational and ready to receive electrical service from the Green Choice Program Portfolio on or before December 31, 2028, in accordance with the following:
 - i. On or before the date provided in Article 5.4(c), the Participant must demonstrate ownership of, or a binding agreement to acquire ownership of, or a rental or lease agreement in respect of, the Anticipated Service Location before they are added to the Service Locations to receive electricity from the Green Choice Program Portfolio.
 - ii. If the Anticipated Service Location is a new facility and requires a new service connection request with NSPI, the Participant must notify NSPI that the request has been submitted for the Anticipated Subscribed Electricity at that Anticipated Service Location.
 - iii. On or before October 2, 2028, if the Participant does not reasonably believe that the Anticipated Subscribed Electricity at the Anticipated Green Choice Program Service Locations will be ready for electric service by December 31, 2028, the Participant must provide notice to NSPI with a written explanation for the delay and may request a one-time extension from NSPI. If the Participant does not wish to request an extension, it shall advise NSPI of this in a timely manner and the Participant Agreement shall thereafter be deemed to have been amended to remove relevant references to the Anticipated Subscribed Electricity and each applicable Anticipated Service Location.
 - iv. A one-time extension request must be accompanied by evidence of substantial progress on the Green Choice Program Service Location that will consume the Anticipated Subscribed Electricity (e.g. deployed capital, workers on site, lease). If substantial progress is not demonstrated to the satisfaction of NSPI, acting reasonably, then NSPI may terminate the portion of the Participant's Subscribed Electricity that was intended to be consumed at the applicable Anticipated Service Location and such portion of Subscribed Electricity may be reallocated through the Reallocation Process.
- b. Extensions pursuant to this Article 5.6 may be considered up to June 30, 2029; however, no such extensions will be granted beyond this date. Any Anticipated Subscribed Electricity that has been allocated to an Anticipated Service Location that has not commenced consuming Subscribed Electricity by June 30, 2029, may be reallocated through the Reallocation Process.

ARTICLE 6 PORTFOLIO PRODUCTION THRESHOLD

- 6.1 The Participant agrees and acknowledges that NSPI's role in the Green Choice Program is to resell and deliver to the Participant the Subscribed Electricity generated by the Suppliers. The third-party Suppliers are to provide the Subscribed Electricity comprising the Green Choice Program Portfolio but may not generate any Subscribed Electricity or may not generate sufficient Subscribed Electricity to fully satisfy the requirements of the

Green Choice Program. The Participant further acknowledges that NSPI neither warrants, covenants, nor assumes any liability to produce electricity to the Participant from the Green Choice Program Portfolio nor guarantees the production of, or the corresponding Green Choice Program Credits and Renewable Energy Certificates generated from, the Green Choice Program Portfolio. The Participant does not have any right to and does not take title to any of the electricity produced by the Green Choice Program Portfolio, all of which will be conveyed to NSPI under power purchase agreements between it and the Suppliers.

- 6.2 NSPI shall be excused from performance under this Agreement to the extent such performance is delayed, hindered or prevented by any act or event that is not within the reasonable control of NSPI (including any Force Majeure Event, Change of Law, or insufficient production from the Green Choice Program Portfolio) and upon the cessation of such event, NSPI will take reasonable steps to resume performance of this Agreement within the shortest time practicable.
- 6.3 If following full commercial operation of all Suppliers in the Green Choice Program Portfolio, the production of Subscribed Electricity is less than the Green Choice Program Production Threshold, NSPI will notify Participants. Upon such notice, Participants may request a reduction to the Participant's Subscribed Electricity, Subscription in percentage (%) of Annual Consumption, and Green Choice Program Service Locations or Account Information located in the Appendices, as applicable. Any reductions pursuant to Article 6.3 are separate from and exempt from reductions pursuant to Article 5.4.

ARTICLE 7 PRICING AND UTILITY ACCOUNT BILL DETERMINATION

- 7.1 During the Subscription Term the Participant and NSPI shall comply with the Rates and Regulations for the Green Choice Program Cost and Green Choice Program Credit.
- 7.2 The Green Choice Program Cost and Green Choice Program Credit will not be charged or credited, as applicable, until the Subscription Term commences.
- 7.3 The Green Choice Program Cost and Green Choice Program Credit are subject to any applicable taxes.
- 7.4 The Green Choice Program Cost and Green Choice Program Credit are specific to the Participants and may not be transferred except in relation to an assignment of this Agreement in accordance with Article 11.
- 7.5 For greater certainty, all charges provided for in this Agreement, and those and provided for by applicable tariffs approved by the Board that apply to electric service received by the Participant, shall continue to apply and will continue to be based on actual metered energy used during the Participant's normal utility account billing cycle. The Green Choice Program Cost and Green Choice Program Credit will be an additional charge and credit applied to the Participant's utility bill. Failure to pay the Participant's utility bill when due, including the Green Choice Program Cost and Green Choice Program Credit, shall constitute a failure to pay for purposes of the Rates and Regulations.
- 7.6 The Participant represents, warrants and covenants that it is the holder of each utility account covered by this Agreement and is duly authorized to contract with respect to and

on behalf of each of the Green Choice Program Service Locations and Anticipated Service Locations.

- 7.7 This Agreement does not supersede the requirements outlined in any applicable Rates and Regulations or any other order made by the Board from time to time, or any legislation or regulation, including but not limited to *the Public Utilities Act*, the *Electricity Act*, the *Canadian Electrical Code*, the Regulations, the *Renewable Electricity Regulations*, the *Environment Act*, the *Output-Based Pricing System Reporting and Compliance Regulations*, and the *Occupational Health and Safety Act*. In the event of any conflict between a provision of this Agreement and that of any applicable legislation or regulation, the provision of the legislation or regulation will prevail.

ARTICLE 8 CHANGE IN LAW ADJUSTMENTS

- 8.1 If a Change in Law occurs, NSPI and Participant shall amend this Agreement as required by the Change in Law.

ARTICLE 9 TERMINATION

- 9.1 The Participant may terminate this Agreement prior to the end of the Subscription Term by providing written notice to terminate to NSPI and the Minister of DOE at least 90 days prior to the termination date.
- 9.2 Upon receipt of written notice of such termination, NSPI will provide confirmation of the termination to the Participant. This Agreement will terminate upon the termination date providing by the Participant. Unless NSPI and the Participant agree otherwise, upon termination, electricity service will continue to be provided to the Participant in accordance with the relevant tariff or rate class that is applicable to the class of service to be taken by the Participant at each Service Location. Upon termination, the Participant will no longer be required to pay the Green Choice Program Cost or receive the Green Choice Program Credit.
- 9.3 NSPI may terminate this Agreement if the Participant's account is not current and paid as agreed. Any such termination shall be further subject to the Rates and Regulations, the Green Choice Program Terms and Conditions, and any other applicable regulatory provisions.

ARTICLE 10 RENEWABLE ENERGY CERTIFICATES

- 10.1 In accordance with the Regulations and this Article 10, NSPI will register and retire all Renewable Energy Certificates on behalf of the Participant that are attributable to the volume of Subscribed Electricity that is delivered to the Participant from the Green Choice Program Portfolio. Such registrations and retirements will be made with an internationally recognized organization on an annual or, at NSPI's discretion, a more frequent basis.
- 10.2 NSPI shall have the sole authority to manage the administration of Renewable Energy Certificates attributable to the Green Choice Program Portfolio.
- 10.3 In accordance with the Regulations, NSPI will provide the following information annually, to the Participant about the Participant's Renewable Energy Certificates:

- a. the annual volume of the Renewable Energy Certificates registered and retired on behalf of the Participant during the prior calendar year;
 - b. the serial or identification numbers of the Renewable Energy Certificates registered and retired on behalf of the Participant during the prior calendar year; and
 - c. the vintage of the Renewable Energy Certificates registered and retired on behalf of the Participant during the prior calendar year. For clarity, the vintage of a Renewable Energy Certificate refers to the year in which the renewable energy and environmental attributes associated with such Renewable Energy Certificate were generated.
- 10.4 Once the information in respect of the Renewable Energy Certificates referenced in Section 10.3 has been provided to the Participant, the Participant may make public claims regarding the Renewable Energy Certificates that have been retired on its behalf and the Participant's usage of the associated renewable electricity.
- 10.5 The parties agree that, per Section 24 of the Regulations, the total volume of Subscribed Electricity sold to the Participant by NSPI may be used by NSPI towards its compliance with the regulatory requirements for renewable electricity standards in the *Renewable Electricity Regulations* (N.S. Reg 155/2010) and the Participant shall take no actions to utilize or take credit for environmental attributes related to their subscription in a manner that could hinder NSPI from doing so.
- 10.6 The Participant shall have the first right of refusal with respect to the purchase and sale of any Renewable Energy Certificates associated with electricity volumes that have been consumed by the Participant, in excess of the Participant's Subscribed Electricity that is subject to this Agreement if NSPI has identified that such excess Renewable Energy Certificates are available to be sold. The process for the exercise of such rights of first refusal by Green Choice Program Participants will be as set forth in the Green Choice Program Terms and Conditions. For greater certainty, while the Participant shall have the first right of opportunity as aforesaid, NSPI shall not be obligated to enter any transaction for the sale of Renewable Energy Certificates if, in NSPI's sole discretion, such transaction could put at risk NSPI's compliance with its obligations pursuant to the *Renewable Electricity Regulations* (N.S. Reg 155/2010).
- 10.7 Should the registration and retirement of Renewable Energy Certificates be transferred to the **Nova Scotia Independent System Operator (NSIESO)**, Articles 10.1-10.6 shall be read as applicable to the NSIESO instead of NSPI.

ARTICLE 11 ASSIGNMENT OR TRANSFER

- 11.1 The Participant may not assign or transfer, in whole or in part, this Agreement nor any of the rights or obligations under this Agreement, without the prior written consent of NSPI.
- 11.2 Notwithstanding Article 11.1, a Participant may only assign or transfer this Agreement to Person or entity to which the Participant's subscription in the Green Choice Program has also been assigned or transferred in accordance with Section 17 of the *Regulations*.
- 11.3 NSPI's consent to a request pursuant to Article 11.1 to assign or transfer, in whole or in part, of this Agreement or any of the rights or obligations under this Agreement, may not be unreasonably withheld or delayed by NSPI.

- 11.4 The assignment or transfer by the Participant of its subscription in the Green Choice Program to an assignee or transferee will not be considered effective until the assignee or transferee has become formally bound to the Participant Agreement, including the obligations and liabilities of the Participant thereunder, as in effect at the point in time of the assignment or transfer of the subscription in the Green Choice Program.
- 11.5 The Participant must notify the Minister of DOE in writing within 20 business days of any transfer or assignment of this Agreement.
- 11.6 The Participant must submit to NSPI, on behalf of the assignee or transferee to whom the Participant has requested to assign its Participant Agreement, documents that demonstrate all the following:
- a. the assignee or transferee meets all eligibility requirements as stated in the Regulations.
 - b. the assignee or transferee must demonstrate ownership, intent to own, or rental or lease agreements of the Service Location or otherwise hold valid legal rights that entitle the assignee to the Green Choice Program Service Locations.
 - c. that the creditworthiness of the assignee or transferee is equal to or greater than that of the Participant at the time of the assignment.
 - d. that the assignee or transferee has leased or purchased a portion of, or all, the Participant's Green Choice Program Service Locations.

ARTICLE 12 SERVICE LOCATIONS

- 12.1 Participant must request and obtain NSPI's written consent for any change or transfer related to the Green Choice Program Service Locations and Anticipated Service Locations in Appendix A, which consent shall not be unreasonably withheld. If NSPI provides written consent to transfer a portion of Participant's Subscribed Electricity to another eligible Participant Green Choice Program Service Location receiving electric service from NSPI, such Service Location(s) will thereafter be deemed a Green Choice Program Service Location for purposes of this Agreement.

ARTICLE 13 REPORTING

- 13.1 Participant information such as extensions, assignments, transfers, or termination of a Participant's subscription in the Green Choice Program will be shared with the Minister of DOE on an annual basis as per Section 23 of the Regulations. NSPI will provide a progress report update to the Participant every 6 months regarding the Green Choice Program Portfolio up until all Suppliers have achieved commercial operation.

ARTICLE 14 NOTICE TO PARTICIPANT

- 14.1 NSPI will notify the Participant of when all of the following will occur at least 7 business days before they occur:
- a. a Supplier in the Green Choice Program Portfolio achieves Commercial Operation subject to confidentiality provisions in the Green Choice Program Power Purchase Agreement;

- b. the date of the Initial Term of the Subscription Term is effective; and
- c. the date Green Choice Program Costs and Green Choice Program Credits begin to be charged, for billing purposes, on the first billing period for the Participant.

ARTICLE 15 GENERAL

15.1 For the purposes of interpreting the Agreement:

- a. Words in the singular include the plural and vice versa.
- b. The use of the words “including” and “include” are not limiting.
- c. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to the Agreement as a whole and not to any Article, section or other subdivision.
- d. The division of the Agreement into Articles, sections or other parts and the insertion of headings are for convenience only and do not affect the construction or interpretation of the Agreement.
- e. References to monetary amounts are in Canadian Dollars unless otherwise stated.
- f. Reference to any legislation is a reference to that legislation in force from time to time and to any subsequent legislation which has the effect of supplementing or superseding that legislation.
- g. No consent or approval contemplated under this Agreement shall be effective unless given in writing.
- h. Time shall be of the essence.

ARTICLE 16 NOTICES

16.1 All notices pertaining to this Agreement not explicitly to be in a form other than writing will be in writing and will be given by electronic mail or other means of electronic transmission or by

For the Participant(s):

Office:

Email:

For NSPI:

Office:

Email: greenchoice@nspower.ca

For DOE:

Minister of Energy

PO Box 2644

Halifax, NS B3J 3P7

Office: 902-424-5364

Email: greenchoice@novascotia.ca

ARTICLE 17 SEVERABILITY

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

ARTICLE 18 COUNTERPARTS

- 18.1 This Agreement may be executed by the Parties hereto in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles will together constitute one and the same agreement.

ARTICLE 19 CONFIDENTIALITY

- 19.1 All information related to the Participant's account, Service locations, and electricity consumption (including Subscribed Electricity) is strictly confidential and shall not be revealed to any person or entity, except as expressly directed by the Participant, or as may be required by law.
- 19.2 Government Participants may be required to disclose information contained within this agreement in accordance with the requirements of the ATIA, *Freedom of Information and Protection of Privacy Act* (Nova Scotia) or the Municipal Government Act (Nova Scotia). NSPI may be required to disclose information contained within this Agreement or related to its performance of this Agreement pursuant to regulatory proceedings before the Board.

ARTICLE 20 GOVERNING LAW

- 20.1 This Agreement will be governed by and interpreted in accordance with the laws of the

Province of Nova Scotia and the federal laws of Canada applicable in the Province of Nova Scotia.

ARTICLE 21 FORCE MAJEURE EVENT

- 21.1 If a Force Majeure Event occurs, notice shall be communicated by the Affected Party to the other party as promptly as is practical after its occurrence, together with reasonable evidence verifying its occurrence and an estimate of its expected duration and the probable impact upon the performance of the obligations of the Affected Party.
- 21.2 If an Affected Party is unable, by reason of a Force Majeure Event, to perform or comply with its obligations under the Agreement, the Affected Party shall be excused from such performance or compliance to the extent such performance or compliance is impacted by the Force Majeure Event, provided that in the case of a Force Majeure Event the Affected Party shall (i) provide regular reports updating any information previously submitted regarding the expected duration or impact of the Force Majeure Event; (ii) exercise commercially reasonable efforts to mitigate the impact of the Force Majeure Event including, to the extent reasonably practicable, continuing with its obligations which are partially impacted by the Force Majeure Event and, as soon as reasonably practicable, resuming the performance of its obligations which are wholly impacted by the Force Majeure Event; and (iii) provide prompt notice to the other party of the cessation of the Force Majeure Event or the cessation of the impact of the Force Majeure Event on the performance of the obligations of the Affected Party.
- 21.3 Nothing in this Article 21 shall relieve a party of its obligation to make any payment of any amount that was due and owing before the occurrence of the Force Majeure Event or that otherwise becomes due and payable during any period when the Force Majeure Event is continuing.

ARTICLE 22 LIMITATION OF LIABILITY

- 22.1 Notwithstanding anything contained herein to the contrary, NSPI will not be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement for any indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use of any property, business interruption, or claims of the Participant or contractors of the Participant for any such damages.

ARTICLE 23 ENTIRE AGREEMENT

- 23.1 This Agreement, together with the schedules attached hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such transactions.

ARTICLE 24 AMENDMENTS

- 24.1 This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by the Parties.

ARTICLE 25 DISPUTE RESOLUTION

- 25.1 In the event of a dispute in connection with this Agreement, the Participant (or if the Participant is not an individual, a senior officer of the Participant) and a senior officer of NSPI shall promptly meet to discuss and resolve the dispute and the parties shall have 10 business days to resolve the dispute.
- 25.2 In the event resolution cannot be achieved then such dispute or difference may be referred to (a) by either Party to binding arbitration by a single arbitrator under the provisions of the *Commercial Arbitration Act* (Nova Scotia) or (b) by the Participant to Nova Scotia Power's Dispute Resolution Officer to assist with the resolution of a dispute.
- 25.3 Unless otherwise requested by the Participant there shall be no stoppage to the terms and conditions of the Agreement during the dispute resolution process.

ARTICLE 26 BANKRUPTCY AND INSOLVENCY

- 26.1 If either party becomes subject to an Event of Insolvency, this Agreement is automatically terminated and none of the clauses within this Agreement shall survive the termination.

ARTICLE 27 WAIVER

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

ARTICLE 28 SURVIVAL

- 28.1 Subject to Article 26.1, all provisions of this Agreement that by their express terms or nature are continuing shall survive the expiration or termination of this Agreement, including, without limitation, this provision, and the provisions relating to 16 – Notices; 19 - Confidentiality; 25 – Dispute Resolution, as well as any provisions which are required to determine, or which exclude or limit, any liability or which are otherwise required to give effect to or interpret any such provisions which are continuing.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement.

[Participant]¹

By: _____

[Insert Name]

Authorized Signing Officer

Date: _____

By: _____

[Insert Name]

Authorized Signing Officer

Date: _____

NOVA SCOTIA POWER INCORPORATED²

By: _____

[Insert Name]

Authorized Signing Officer

APPENDIX A

i. Service Locations

The Participant must own or otherwise hold valid legal rights that entitle the Participant to the following Green Choice Program Service Locations as Subscribed Electricity.

Participant Customer Number(s)	Participant Utility Account Number(s)	Account Name	Service Address

ii. **Miscellaneous Rate Electricity**

Miscellaneous Rate Electricity	Account Number where Billed	Account Name

**insert any electricity that is captured in your Subscribed Electricity that is part of a Miscellaneous Rate class for unmetered electricity that is part of a Participants operations but is not captured as an account.*

iii. Anticipated Subscribed Electricity

The Participant must own the Anticipated Service Location Premises or otherwise hold valid legal rights that entitle the Participant to the following Anticipated Service Locations as Anticipated Subscribed Electricity. Where this may not yet be possible, proof of valid legal rights will be necessary for the Anticipated Subscribed Electricity to become part of the Subscribed Electricity.

**insert any Anticipated Subscribed Electricity that was accepted as part of the Participant's Green Choice Program application for new electricity at new Service Locations not yet operational at the time of application.*

Anticipated Subscribed Electricity	Anticipated Service Locations

APPENDIX B

As applicable, attach any relevant Memorandum of Agreement or other documents for Participants as part of an Aggregated Partnership or as applicable, any governing agreements among multiple government entities.