

**PROVISIONS ATTACHING TO  
CUMULATIVE REDEEMABLE FIRST  
PREFERRED SHARES, SERIES L  
OF  
EMERA INCORPORATED**

**(the “Company”)**

The twelfth series of First Preferred Shares of the Company will consist of up to 9,000,000 shares designated as “Cumulative Redeemable First Preferred Shares, Series L” (the “**Series L Shares**”) and, in addition and subject to the rights, privileges, restrictions and conditions attaching to the First Preferred Shares as a class, the rights, privileges, restrictions and conditions attaching to the Series L Shares shall be as follows:

**1. ISSUE PRICE**

The issue price of each of the Series L Shares will be \$25.00.

**2. DIVIDENDS**

The holders of the Series L Shares will be entitled to receive, fixed quarterly cumulative preferential cash dividends, as and when declared by the board of directors of the Company (the “**Board of Directors**”), equal to \$0.2875 per share, payable quarterly on the fifteenth (15<sup>th</sup>) day of February, May, August and November in each year. The first of such dividends, if declared, shall be payable on November 15, 2021 and shall be \$0.1638 per share if the Series L Shares are issued on September 24, 2021.

The dividends on Series L Shares will accrue (but not compound) on a daily basis. If, on any dividend payment date, the dividends accrued to such date are not paid in full on all of the Series L Shares then outstanding, such dividends, or the unpaid portion thereof, will be paid on a subsequent date or dates determined by the Board of Directors on which the Company will have sufficient funds properly applicable to the payment of such dividends.

Any dividends declared on the Series L Shares will (except in case of redemption in which case payment of dividends will be made upon surrender of the certificates representing the Series L Shares to be redeemed or except as otherwise provided with the consent of a registered holder of Series L Shares) be paid by forwarding, by prepaid post, addressed to each registered holder of the Series L Shares at the address of such holder as it appears on the books of the Company or, in the case of joint registered holders, to the address of that one whose name stands first in the books of the Company as one of such joint holders, a cheque for such dividends (less any tax deducted in conformity with applicable laws) payable to the order of such registered holder or, in the case of joint registered holders, to the order of all such holders, failing joint written instructions from them to the contrary. Notwithstanding the foregoing, any dividend cheque may be delivered by the Company to a registered holder of Series L Shares at such registered holder’s address as aforesaid. The forwarding or delivery of such cheque shall satisfy such dividends to the extent of the sum represented thereby (plus the amount of any tax deducted in conformity with applicable laws) and shall be deemed to be payment to holders of Series L Shares and discharge all liability for the dividends payable unless such cheque be not paid on presentation. Each dividend on the Series L Shares shall be paid to the registered holders appearing on the Company’s registers at the close of

business on such day (which shall not be more than 30 days preceding the date fixed for payment of such dividend) as may be determined from time to time by the Board of Directors.

The Company shall elect, in the manner and within the time provided under section 191.2 of the *Income Tax Act* (Canada) (the “Act”), or any successor or replacement provision of similar effect, and take all other necessary action under such Act, to pay tax at a rate such that no holder of the Series L Shares will be required to pay tax under section 187.2 of Part IV.1 of the Act or any successor or replacement provision of similar effect on dividends received on the Series L Shares. Nothing in this paragraph shall prevent the Company from entering into an agreement with a taxable Canadian corporation with which it is related to transfer all or a portion of the Company’s liability for tax under section 191.1 of the Act to that taxable Canadian corporation in accordance with the provisions of section 191.3 of the Act.

### 3. VOTING RIGHTS

The holders of Series L Shares will not be entitled (except as otherwise provided by law and except for meetings of the holders of First Preferred Shares as a class and meetings of the holders of Series L Shares as a series) to receive notice of, attend, or vote at, any meeting of the shareholders of the Company, unless and until the Company fails to pay eight quarterly dividends on the Series L Shares, whether or not consecutive and whether or not such dividends have been declared and whether or not there are any monies of the Company properly applicable to the payment of dividends. In the event of such non-payment, and for only so long as any such dividends remain in arrears, holders of Series L Shares will be entitled to receive notice of, and to attend, all meetings of shareholders at which directors are to be elected and to vote for the election of two directors out of the total number of directors elected at such meeting. Such entitlement to vote shall be exercised together with holders of shares of all other series of First Preferred Shares, all series of Second Preferred Shares and all other classes or series of classes of shares of the Company having the right to vote in similar circumstances. In any such instance, holders of Series L Shares will be entitled to one vote for each Series L Share held. Upon payment of the entire amount of the Series L Share dividends in arrears, the voting rights of the Series L holders shall forthwith cease and terminate.

In connection with any action to be taken by the Company which requires the approval of holders of the Series L Shares voting as a series or as part of the class, each such share will entitle the holder thereof to one vote.

### 4. REDEMPTION

The Series L Shares will not be redeemable by the Company prior to November 15, 2026. On or after November 15, 2026, but subject to the provisions described below under article 7, the Company may redeem all or any part of the then outstanding Series L Shares, at the Company’s option without the consent of the holder, by the payment of an amount in cash for each such share so redeemed of: \$26.00 per share if redeemed before November 15, 2027; \$25.75 per share if redeemed on or after November 15, 2027 but before November 15, 2028; \$25.50 per share if redeemed on or after November 15, 2028 but before November 15, 2029; \$25.25 per share if redeemed on or after November 15, 2029 but before November 15, 2030; and \$25.00 per share if redeemed on or after November 15, 2030, with, in each case, all accrued and unpaid dividends up to but excluding the date fixed for redemption (less any tax deducted in conformity with applicable laws).

Written notice of any redemption will be given by the Company to registered holders of Series L Shares at least 30 and not more than 60 days prior to the redemption date.

Where a part only of the then outstanding Series L Shares is at any time to be redeemed, the Series L Shares to be redeemed will be redeemed *pro rata*, disregarding fractions or in such other manner as the Board of Directors determines, subject to the approval of the Toronto Stock Exchange.

The notice of redemption shall set out the redemption price, the place at which the redemption price is to be paid, and the redemption date, and, if less than all of the shares are to be redeemed, the number of shares to be redeemed. On or before the redemption date, the Company shall deposit the redemption price of the shares to be redeemed with the transfer agent and registrar for the Series L Shares, to be paid without interest to or to the order of the registered holders of such shares upon presentation and surrender to the transfer agent and registrar of the certificates representing the shares. Such deposit shall be deemed to be payment to holders of the Series L Shares and satisfy and discharge all liability for the redemption price for the shares to be redeemed. Provided such deposit shall have been made, the shares called for redemption shall, on the redemption date, be and be deemed to be redeemed and no longer outstanding. If a part only of the shares represented by any certificate is to be redeemed, a new certificate for the part not redeemed shall be issued at the expense of the Company. Provided the redemption price shall have been deposited, the shares called for redemption shall from and after the redemption date cease to be entitled to dividends, and holders shall not be entitled to exercise any of the other rights of shareholders in respect thereof, and their rights shall be limited to receiving, without interest, their proportionate part of the total redemption price deposited against presentation and surrender of the certificates held by them respectively. If the redemption price shall not be deposited, the rights of holders of the shares called for redemption shall remain unaffected.

## **5. PURCHASE FOR CANCELLATION**

Subject to the provisions described below under article 7, the Company may at any time or from time to time purchase for cancellation the whole or any part of the outstanding Series L Shares in the open market, by private agreement or otherwise at the lowest price or prices at which in the opinion of the Board of Directors such shares are obtainable.

In the case of any purchase of shares by tender, the Company shall give notice of its intention to invite tenders to all holders of the Series L Shares by forwarding by prepaid post or delivering the same to each registered holder at such registered holder's address as it appears on the books of the Company or, failing such address, then to the last known address of such shareholder and, if two or more tenders of shares at the same price be received, which shares when added to any shares already tendered at a lower price or prices aggregate more than the number of shares to be purchased at such time, the Company shall *pro rata* as nearly as may be possible (disregarding fractions) among the shareholders submitting such tenders at the same price the number of shares necessary to complete the number of shares to be purchased at such time.

## **6. RIGHTS ON LIQUIDATION**

In the event of the liquidation, dissolution or winding-up of the Company, holders of the Series L Shares shall be entitled to receive \$25.00 per share, together with the amount of accrued and unpaid dividends up to but excluding the date of payment (less any tax deducted in conformity with applicable laws), before any amount shall be paid or any assets of the Company distributed to the

registered holders of any shares of the Company ranking junior to the Series L Shares. Upon payment to the registered holders of the Series L Shares of the amount so payable to them, holders thereof shall not be entitled to share in any further distribution of the property or assets of the Company.

## **7. RESTRICTIONS ON DIVIDENDS AND RETIREMENT OF SHARES**

So long as any of the Series L Shares are outstanding, the Company shall not, without the approval of holders of the Series L Shares given in the manner specified under article 10 below:

- (a) declare, pay or set apart any dividends on the Common Shares or any other shares of the Company ranking junior to the Series L Shares (other than stock dividends on any shares of the Company ranking junior to the Series L Shares);
- (b) redeem, purchase or otherwise retire any Common Shares or any other shares of the Company ranking junior to the Series L Shares (except out of the net cash proceeds of a substantially concurrent issue of shares ranking junior to the Series L Shares);
- (c) redeem, purchase or otherwise retire less than all the Series L Shares; or
- (d) except pursuant to any purchase obligation, sinking fund, retraction privilege or mandatory redemption provisions attaching to any series of First Preferred Shares of the Company, redeem, purchase or otherwise retire any other First Preferred Shares ranking on a parity with the Series L Shares,

unless, in each such case, all accrued and unpaid dividends up to and including the dividend payment date for the last completed period for which dividends shall be payable shall have been declared and paid or set apart for payment in respect of each series of cumulative First Preferred Shares then issued and outstanding.

## **8. ISSUE OF ADDITIONAL SERIES OF FIRST PREFERRED SHARES**

The Company may issue other series of First Preferred Shares ranking on a parity with the Series L Shares without the authorization of holders of the Series L Shares as a series, provided that at the date of such issuance all cumulative dividends up to and including the dividend payment date for the last completed period for which dividends shall be payable shall have been declared and paid or set apart for payment in respect of the Series L Shares.

## **9. AMENDMENTS TO SERIES L SHARES**

The Company will not, without the approval of holders of the Series L Shares given as provided in article 10 below, delete or vary any rights, privileges, restrictions and conditions attaching to the Series L Shares.

## **10. SHAREHOLDER APPROVALS**

The approval of any amendments to the rights, privileges, restrictions and conditions attaching to the Series L Shares may be given by a resolution carried by the affirmative vote of not less than 66 $\frac{2}{3}$ % of the votes cast at a meeting of holders of Series L Shares at which a majority of the

outstanding Series L Shares is represented or, if no quorum is present at such meeting, at a meeting following such adjourned meeting at which no quorum would apply. At any meeting of holders of Series L Shares as a series, each such holder shall be entitled to one vote for each Series L Share held.

#### 11. **BOOK-ENTRY ONLY ISSUE**

Except as provided in article 12 below, Series L Shares: (i) shall be issued and held under the “Book-Entry Only System”; (ii) shall be uncertificated; (iii) shall be held by, or on behalf of, the Depository as depository of Participants; and (iv) shall be registered in the name of “CDS & CO.” (or such other name as the Depository may use from time to time as its nominee for the purposes of the Book-Entry Only System).

For these purposes:

**“Book-Entry Only System”** means the “Depository Service” record entry securities transfer and pledge system administered by the Depository in accordance with the operating rules and procedures of its securities settlement service for book-entry only securities;

**“Depository”** means CDS Clearing and Depository Services Inc., or a successor depository or any other depository appointed by the Company in respect of Series L Shares; and

**“Participant”** means a participant in the Book-Entry Only System who has an interest in Series L Shares, and **“Participants”** means more than one Participant.

Transfers and registrations of ownership of the Series L Shares will only be made to another nominee of the Depository or to a successor Depository or a nominee of such successor Depository. Transfers, redemptions and conversions of Series L Shares will be effected only (a) with respect to the interest of Participants, through records maintained by the Depository or its nominee, and (b) with respect to the interests of persons other than Participants, through records maintained by Participants. Persons, other than Participants, having an interest in Series L Shares who wish to purchase, sell or otherwise transfer ownership of or other interests in Series L Shares or to exercise conversion rights with respect to Series L Shares may do so only through a Participant.

The rights of persons, other than Participants, having an interest in Series L Shares shall be limited to those established by applicable law and agreements between the Depository and the Participants and between Participants and such persons, and must be exercised through a Participant in accordance with the rules and procedures of the Depository and the Book-Entry Only System.

Subject to applicable law and the provisions described below under article 12, the Company is under no obligation to deliver to Participants or persons, other than Participants, having an interest in Series L Shares, nor shall the Participants or persons, other than Participants, having an interest in Series L Shares have any right to require the delivery of a certificate or other instrument evidencing an interest in a Series L Share.

Payments of dividends and other amounts in respect of the Series L Shares will be made by the Company to the Depository or its nominee, as registered holder of Series L Shares. Participants

must look solely to the Depository, in accordance with the rules and procedures of the Depository and the Book-Entry Only System. Persons, other than Participants, having an interest in Series L Shares must look solely to Participants, for their share of payments of dividends and other amounts in respect of Series L Shares. No person, including any Participant, shall have any claim against the Company in respect of payments due on Series L Shares and the obligations of the Company shall be discharged by payment to the Depository or its nominee, as registered holder of Series L Shares, in respect of each amount so paid.

Notwithstanding any other provisions attaching to the Series L Shares herein, so long as the Depository or its nominee is the registered holder of the Series L Shares, the Company will be entitled to deliver any notice to the Depository in accordance with the established rules and procedures of the Depository for book-entry only securities.

The Company understands that the Depository acts as the agent and depository for the Participants. The Company assumes no liability or responsibility for: (a) any aspect of the records relating to the beneficial ownership of the Series L Shares held by the Depository or payments relating to the shares; (b) maintaining, supervising or reviewing any records relating to the beneficial ownership of Series L Shares held by the Depository; or (c) any action to be taken by the Depository or at the direction of the Participant.

The Company understands that the Depository will from time to time deliver a certified list of Participants as at the date requested by the Company showing the name and address of each Participant together with the interest of the Participants in the Series L Shares held by Participants and such additional information as the Company may reasonably request. The Company may rely upon all such information provided by the Depository to the Company.

So long as the Depository or its nominee is the registered holder of the Series L Shares, the provisions of articles 2 to 10 above are subject to the provisions of this article 11 and, to the extent there is any inconsistency or conflict between such provisions, the provisions of this article 11 shall prevail.

## 12. **TERMINATION OF BOOK-ENTRY ONLY ISSUE**

If:

- (a) required by applicable law or the rules of any securities exchange;
- (b) the Book-Entry Only System ceases to exist;
- (c) the Depository advises the Company that it is no longer willing or able to discharge properly its responsibilities as registered holder of the Series L Shares and the Company is unable to locate a qualified successor;
- (d) the Company is required by law or at its option elects to terminate its arrangements with the Depository in respect of the Series L Shares for any reason (including, without limitation, in circumstances where the Company considers it impracticable or inefficient to effect any distribution or conversion in respect of Series L Shares through the facilities of the Depository); or

- (e) the Company is required by law or at its option elects to withdraw the Series L Shares from the Book-Entry Only System,

the Company shall notify the Depository, for and on behalf of Participants and other persons having an interest in Series L Shares, of the availability through the Depository of physical certificates in respect of Series L Shares. The Depository will then be required to deliver written instructions to the Company as to the Participants in whose names the physical certificates are to be registered and delivered and the authorized denominations of the physical certificates to be registered in the name of each such Participant.

### 13. BUSINESS DAYS

If any action is required to be taken by the Company on a day that is not a business day in Halifax, Nova Scotia, then such action will be taken on the next succeeding day that is a business day.

### 14. WIRE OR ELECTRONIC TRANSFER OF FUNDS

Notwithstanding any other right, privilege, restriction or condition attaching to the Series L Shares, the Company may, at its option, make any payment due to a holder of Series L Shares hereunder by way of a wire or electronic transfer of funds to each registered holder of Series L Shares. In the event that a payment is made by way of a wire or electronic transfer of funds, the Company shall be responsible for any applicable charges or fees relating to the making of such transfer. As soon as practicable following the determination by the Company that a payment is to be made by way of a wire or electronic transfer of funds, the Company shall notify each registered holder of Series L Shares at the address of such holder as it appears on the books of the Company. Such notice by the Company will request that each registered holder of Series L Shares provide the particulars of an account of such holder with a chartered bank in Canada to which the wire or electronic transfer of funds shall be directed. In the event that the Company does not receive account particulars from a registered holder of Series L Shares prior to the date such payment is to be made, the Company shall deposit the funds otherwise payable to such holder in a special account or accounts in trust for each respective holder. The making of a payment by way of a wire or electronic transfer of funds or, in the case where a registered holder of the Series L Shares has not provided the Company with account particulars for a wire or electronic transfer of funds, the deposit by the Company of the funds otherwise payable to such holder in a special account or accounts in trust for such holder, shall be deemed to constitute payment by the Company on the date thereof and shall satisfy and discharge all liabilities of the Company for such payment to the extent of the amount represented by such transfer.

### 15. CURRENCY

All dollar amounts are in Canadian dollars.