

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

Assignment, Assumption and Consent Agreement dated as of December 30, 2016, between MWH Canada, Inc. ("**MWHC**"), as assignor, Argirov Engineering, Inc. ("**AEI**"), as assignee, Muskrat Falls Corporation ("**MFCo**"), Labrador Transmission Corporation ("**LTA Co**"), Labrador – Island Link Limited Partnership, by its general partner Labrador – Island Link General Partner Corporation ("**LIL LP**") and Labrador-Island Link Operating Corporation ("**LIL Opco**" and together with MFCo, LTA Co and LIL LP the "**Projectco Entities**") and Her Majesty the Queen in Right of Canada, as represented by the Minister of Natural Resources ("**Canada**").

WHEREAS MWHC and Nalcor Energy (the "**Company**") entered into Agreement No. LC-PM-082 for Independent Engineer and Operating and Maintenance Services for The Lower Churchill Project dated as of August 27, 2012 (the "**IE Agreement**");

AND WHEREAS the Company assigned all of its rights and obligations under the IE Agreement to the Projectco Entities on November 29, 2013;

AND WHEREAS pursuant to section 23.2 of the IE Agreement, MWHC may not assign the IE Agreement without the prior written consent of the Projectco Entities and the Projectco Entities wish to provide such consent;

AND WHEREAS MWHC, the Projectco Entities and Canada entered into a Reliance Agreement with Canada dated as of November 29, 2013 (the "**Canada Reliance Agreement**") and a reliance letter agreement with the Province of Newfoundland and Labrador dated July 21, 2014 (together with the IE Agreement and the Canada Reliance Agreement, the "**Assigned Agreements**");

AND WHEREAS pursuant to section 7 of the Canada Reliance Agreement, MWHC may not assign the Canada Reliance Agreement without the prior written consent of Canada in its sole discretion and Canada wishes to provide such consent;

AND WHEREAS MWHC was acquired by Stantec Inc. on or about May 6, 2016 (the "**Acquisition**") and due to past and ongoing engagements performed by Stantec Inc. for certain affiliates of the Projectco Entities, the Projectco Entities and Canada wish to ensure that AEI is able to act on an independent basis as the independent engineer relating to the Assigned Agreements;

AND WHEREAS for that reason and not as a consequence of a failure or default under the IE Agreement, the parties have agreed to enter into this Agreement;

AND WHEREAS MWHC wishes to assign its rights, benefits, obligations and liabilities (except as set out in this Agreement) under the Assigned Agreements to AEI and AEI wishes to assume such rights, benefits, obligations and liabilities under the Assigned Agreements from the MWHC;

In consideration of the premises and of the respective covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. Interpretation

- (a) In this Agreement, words importing gender will include all genders, words importing the singular number only will include the plural and vice versa.
- (b) The division of this Agreement into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilised in the construction or interpretation of this Agreement.

2. Assignment

With effect as of the date hereof, MWHC hereby grants, transfers, assigns, conveys and sets over to AEI the Assigned Agreements and all of its right, title and interest therein and thereto and all of its rights, benefits, liabilities and obligations thereunder.

3. Assumption

AEI hereby assumes, accepts and agrees to be bound by the Assigned Agreements and all liabilities and obligations of MWHC thereunder from and after the date hereof and covenants and agrees with MWHC that from and after the date hereof AEI shall observe and perform the covenants, conditions and agreements of MWHC under and pursuant to the Assigned Agreements.

4. Consent to Assignment and Assumption

Each of the Projectco Entities and Canada provide their consent and agreement to the Assignment of the Assigned Agreements by MWHC and the assumption of the Assigned Agreements by AEI in accordance with the terms hereof. AEI acknowledges that the within consent is not a waiver of the right of each of the Projectco Entities and Canada that their consent is required for any further amendment or change to the Assigned Agreements. It is further acknowledged, and confirmed, that the consent and agreement to the assigned professional team pursuant to this paragraph is subject to the conditions hereinafter set out.

5. Copy of Assigned Agreements

Attached as Schedule "A" are full, true and complete copies of the Assigned Agreements as in effect on the date hereof. Each of the Assigned Agreements is in full force and effect and has not been amended, modified or supplemented in any manner other than as attached.

6. Release

Each of AEI, the Projectco Entities and Canada (collectively in this section referred to as the "**Releasors**") hereby remises and releases MWHC from and against all manner of claims, demands, actions, suits, causes of action, liabilities, damages, expenses, and costs of whatsoever nature and kind (each a "**Claim**"), which the Releasors may have against MWHC to the extent that any such Claims are made following the date hereof and as a result of the conduct of any of MWHC's employees, directors, officers, agents or contractors, under pursuant to or in connection with the Assigned Agreements.

7. Assignment of Subcontracts

MWHC has entered into the following subcontracts to assist in the performance of its obligations under the IE Agreement (collectively, the "**Subcontracts**"):

- (a) Consulting Services Agreement by and between MWH Canada, Inc. and 686313 BC Ltd. dated July 24, 2013, as amended;
- (b) Consulting Services Agreement by and between MWH Canada, Inc. and Hewitt Estimating Consultants dated January 1, 2015, as amended; and
- (c) Consulting Services Agreement by and between MWH Canada, Inc. and HK PowerLine Consulting Inc. dated January 20, 2014, as amended.

To enable AEI to complete the work required pursuant to the IE Agreement, MWHC shall work with the respective subcontractors counterparty to each of the Subcontracts to assign each of the Subcontracts to AEI and obtain all necessary consents from the respective subcontractor counterparties prior to December 31, 2016.

8. Letter of Confirmation

The Projectco Entities will provide an executed letter to MWHC in the form attached hereto as Schedule "B".

9. Subcontracting of MWHC Employees to AEI for Performance of IE Agreement

- (a) MWHC may agree, in its sole discretion to make certain of its employees (hereinafter referred to as the "**Subcontracted Employees**") available to contract directly with AEI as detailed under section 9(b) below, in accordance with AEI's needs to properly perform its duties pursuant to the IE Agreement.
- (b) For the purpose of making available the Subcontracted Employees to AEI, MWHC shall inform all the Subcontracted Employees that during the terms of their respective subcontracts with AEI, they shall be required to carry out to the benefit and in the direct interest of AEI and under its direct supervision and instructions, the assignments and tasks for which AEI shall specifically allocate to such Subcontracted Employee. MWHC hereby confirms that any subcontract entered into by a Subcontracted Employee with AEI in accordance with this provision:
 - i. shall not constitute a breach of any such Subcontracted Employees' terms and conditions of employment with MWHC; and
 - ii. shall not have any adverse effect on the terms and conditions of employment of any of the Subcontracted Employees with MWHC or any successor of MWHC.
- (c) Prior to commencement or continuance of work under the Assigned Agreements, each of the Subcontracted Employees shall execute nondisclosure agreements regarding all information obtained by them in connection with the performance of the duties assigned to them by AEI in performance of the Assigned Agreements.

MWHC will not solicit any information from the Subcontracted Employees relating to the Assigned Agreements or the duties performed by the Subcontracted Employees for AEI.

10. General Provisions

- (a) Each of the parties will execute and deliver such further documents and instruments and do all such further acts and things as may be necessary or requisite to carry out the full intent and meaning of this Agreement.
- (b) This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the parties. The failure by any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of any party thereto to enforce each and every provision. No waiver or breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- (c) This Agreement, along with the Assigned Agreements, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.
- (d) All expenses and disbursements incurred in connection with this Agreement and the transactions contemplated herein, including fees and expenses relating to legal, tax and accounting matters and financial advisory fees, shall be paid by the party incurring such expenses and disbursements, provided however that the Projectco Entities shall pay up to a maximum of \$10,000 to MWHC as consideration for the assignment of the Assigned Agreements, to be paid following receipt by the Projectco Entities of a final invoice from MWHC.
- (e) Any section, subsection or other subdivision of this Agreement and any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable will be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and will not affect or impair the spirit or intent of the remaining provisions hereof.
- (f) This Agreement will be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.
- (g) This Agreement will be binding upon and enure to the benefit of the parties and their respective successors.
- (h) MWHC will keep all terms and conditions of the Assigned Agreements, all information acquired through performance of its duties and responsibilities under the Assigned Agreements, as well as the terms and conditions of this Assignment, Assumption and Consent Agreement, completely confidential. MWHC will not hereinafter voluntarily disclose any information concerning these matters to anyone except legal counsel, accountants or financial advisors,

providing that they first agree to keep such information confidential and not to disclose it to others, or as required by law.

- (i) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, either party may send a copy of its executed counterpart to the other party by facsimile or by PDF format and the signature transmitted by facsimile shall be deemed to be its original signature for all purposes.

[signature pages follow]

IN WITNESS WHEREOF the parties have executed this Assignment, Assumption and Consent Agreement the day and year first written above.

MWH CANADA, INC.


By:



Name: Mano Finis

Title: Sr. Vice President

By:



Name: John Wood

Title: Associate General Counsel

ARGIROV ENGINEERING, INC.

By:



Name: Nik Argirov

Title: President / CEO

By:

Name:

Title:

MUSKRAT FALLS CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation.

LABRADOR – ISLAND LINK LIMITED PARTNERSHIP, by its general partner LABRADOR-ISLAND LINK GENERAL PARTNER CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation.

LABRADOR TRANSMISSION CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation.

LABRADOR-ISLAND LINK OPERATING CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA, as represented by the Minister of
Natural Resources**

By: 

Name: André Bernier
Title: Senior Director
Natural Resources Canada

By: _____

Name:
Title:

Schedule "A"

Assigned Agreements

See attached.



CONSULTING SERVICES

THIS contract ("Contract"), with an effective date of **July 24, 2013**, is by and between MWH Canada, Inc., ("MWH"), whose mailing address is Suite 1580, One Bentall Center, 505 Burrard Street, Box 17, Vancouver, BC, V7X 1M5, Canada and **686313 BC Ltd**, whose mailing address is 4459 West 14th Avenue, Vancouver, BC, Canada ("Consultant"). In consideration of the mutual promises herein contained, MWH and Consultant agree that Consultant, shall perform the Services as requested by MWH in support of various client ("Client") engagements subject to the following terms and conditions:

1 SERVICES

Consultant shall provide those Services as agreed. The Services will generally consist of providing engineering advice and review to MWH. It will be MWH's responsibility to either accept or reject and to decide how to act on such advice and review. The Services may be initiated by the execution of a work order ("Work Order") or as otherwise documented in writing between the parties. Irrespective of whether the Consultant's directors, officers or employees are members or licensees under the *Engineers and Geoscientists Act*, RSBC 1996, c.116 (the "Act"), the parties agree that it is not a function or task of the Services to be provided by the Consultant hereinunder to provide engineering design services, or to prepare and deliver engineering drawings, or to sign or seal engineering drawings or other engineering documents prepared by MWH or in any other way engage in the "practice of professional engineering" as the term is used in the Act except as defined by this description of the Services or as otherwise expressly agreed to in writing by the Consultant.

2 TERM OF AGREEMENT

This Contract shall commence on the date first stated above, and Consultant is authorized to commence performance of the contracted Services as of that date. This Contract terminates on **July 24, 2014** unless terminated earlier pursuant to the terms and conditions of this Contract.

3 COMPENSATION

3.1 MWH will compensate Consultant as described in the Work Order ("Compensation"), based on the Hourly Rate Schedule set forth below:

PERSONNEL/LABOR CATEGORY	HOURLY RATE
686313 BC Ltd	\$170.00 CAD

3.2 Expenses will be billed to MWH at cost. Expenses must be authorized, in writing in advance by MWH's Consultant Coordinator.

3.3 Mileage between MWH's local office and Consultant's office is not generally billable. Other mileage, when authorized, shall be at Government of Canada established kilometric rate. Travel by airline shall be at coach or economy fare and only as authorized by MWH in advance in writing.

4 PAYMENT

Payment for the Services rendered and reimbursement for expenses will be made by MWH within 30 days of receipt of invoice at the mailing address listed above. Consultant shall submit monthly invoices to the attention of MWH's Consultant Coordinator. The monthly invoices shall make reference to this Contract, identify authorized billable hours expended and other authorized expenses incurred during the month, and shall include such other details or supporting documents as MWH may reasonably require.

5 MWH/CONSULTANT COORDINATOR

Consultant shall periodically meet with MWH's Consultant Coordinator to discuss the project. MWH designates Nikolay Argirov as the Consultant Coordinator. The Consultant Coordinator's responsibilities include, but are not limited to, reviewing Consultant's monthly invoices, and authorizing, in advance, Consultant's efforts and estimated costs on a project by project basis.

6 LICENSE

Consultant has or will obtain a business license in the City where Consultant has its business. Consultant also will obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with Consultant's performance of Services.

7 INDEPENDENT CONTRACTOR

Consultant is at all times during the performance of the Services acting as an Independent Contractor and at all times the Consultant shall take all actions to ensure that none of its employees are deemed as an employee of MWH nor as a joint venturer with MWH. Consultant is responsible for paying all applicable personnel taxes, Workers' Compensation premiums, life, health, and automobile insurance premiums, and the payment of all vacation, sick leave unemployment benefits, or retirement pay for its employees.

8 STANDARD OF CARE

Consultant shall provide and perform the Services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all applicable laws ("Law").

9 INDEMNIFICATION

9.1 Consultant shall indemnify, defend and hold harmless MWH, its affiliates and their officers, directors, employees and agents, from and against all claims, costs, losses and damages arising out of or resulting from the performance of the Services to the extent attributable to any wilful or negligent act, error or omission of Consultant, or any of its officers, directors, employees or agents.

9.2 Consultant shall indemnify, defend and hold harmless MWH, its affiliates and their officers, directors, employees and agents, from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Services of any invention, design, process, product or device not specified in this Agreement.

9.3 The right of MWH to be indemnified by Consultant under clause 10.1 or 10.2 is subject to the conditions that:

(a) MWH gives Consultant prompt notice of any Third Party Claim, the right and opportunity to select counsel and defend or settle the Third Party Claim, all documents and other information, including access to witnesses, available to the Consultant or Client that may assist in the favourable defence or settlement of the Third Party Claim; and

(b) The Consultant or Client does not make any admission, or do any other act or thing, that is materially prejudicial to the favourable defence or settlement of the Third Party Claim.

9.4 Except in the case of gross negligence or wilful misconduct, the aggregate liability of Consultant to MWH (including its affiliates) for any claims of any kind, losses, damages or expenses arising out of or in connection with the Services, this Agreement or from the performance or breach thereof shall not exceed the amount of the Compensation for the Services, as adjusted by a change order.

9.5 In no event, neither MWH nor Consultant will be liable to the other party for loss of profit, loss of revenue or business opportunity, any incidental, indirect, special or consequential damages of any nature arising from the provisions of this Contract.

9.6 MWH agrees to indemnify the Consultant from any claims or claim costs brought by the Client in relation to any Services rendered pursuant to any Work Order in excess of the amount of the Compensation for the Services.

10 TERMINATION

MWH may terminate any Work Order or this Contract at any time by giving Consultant written notice thereof. Upon said termination, Consultant will be reimbursed for that portion of the Services completed prior to termination. Consultant may terminate any Work Order or this Contract at any time by giving MWH written notice thereof, as long as this termination does not impact negatively the quality and delivery schedule of project deliverables relevant to the Consultant's involvement. Upon said termination, Consultant will be reimbursed for that portion of Services completed prior to termination.

11 CONFIDENTIAL INFORMATION

11.1 All information and data disclosed by MWH or Client or otherwise developed or obtained under this Contract shall be deemed to be proprietary and confidential information ("Confidential Information"). MWH acknowledges that the Consultant may use its own confidential information ("Consultant's Confidential Information") to provide the Services hereunder and such Consultant's Confidential Information shall remain the sole property of the Consultant.

11.2 Consultant shall not disclose Confidential Information without MWH's written consent. Those persons under Consultant's control shall not use Confidential Information for any purpose other than for the proper performance of the Services.

11.3 Consultant's obligations under this Article shall not apply to Confidential Information that is: (i) in the public domain without breach of this Contract; (ii) developed independently by Consultant; (iii) received by Consultant on a non-confidential basis from others who had a right to disclosure of such Confidential Information; or (v) required to be disclosed by Law, but only after actual prior written notice has been

received by MWH and MWH has had a reasonable opportunity to protect disclosure of such Confidential Information.

12 RIGHTS IN DATA

12.1 Consultant agrees that all data and information in hard copy, electronic, or any other format, disclosed, developed or obtained under this Contract ("Data"), other than Consultant's Confidential Information, shall be and remain the sole property of MWH. Delivery of the Data to MWH shall be a precondition for Final Payment.

12.2 Consultant shall promptly deliver all Data to MWH upon MWH's request. Consultant shall be fully responsible for the care and protection of the Data until such delivery. Consultant may retain one copy of the Data for Consultant's archives subject to Consultant's continued compliance with the provisions of this Article.

12.3 Consultant agrees not to assert, or to allow persons performing under Consultant's control, to assert any rights to Data or establish any claim under design, patent or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced under the Consulting Services has been specifically commissioned by MWH, shall be considered "work for hire", and that all copyrightable and other proprietary rights therein shall vest solely in MWH.

12.4 Consultant understands and agrees that all rights under copyright and patent laws under this Contract belong to MWH. Consultant hereby assigns any and all rights, title and interests under copyright, trademark and patent law to MWH, and agrees to assist MWH in perfecting the same at MWH's expense. Except as otherwise provided in this Contract, said documents shall be delivered to MWH without additional cost to MWH.

12.5 MWH shall have the unrestricted right to transfer ownership of the Data to Client for Client's use and benefit.

13 CONFLICT OF INTEREST

With exception of the Consultant's existing agreements, Consultant agrees to refrain from any activity during the term of this Contract which could be interpreted as constituting a conflict of interest, and shall promptly notify MWH regarding any change in Consultant's business interests which is likely to result in or give the appearance of a conflict of interest. Consultant agrees to advise MWH prior to acceptance of any related work.

14 GOVERNING LAW

The validity, construction, and performance of this Contract and all disputes between the parties arising out of this Contract or as to any matters related to but not covered by this Contract shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the province of British Columbia.


15 ASSIGNMENT

Neither this Contract nor any rights under this Contract may be assigned by either party without the prior written consent of the other party.


16 BUSINESS CONDUCT

It is not intended that this engagement shall involve any form of business procurement or development tasks. Notwithstanding this limitation, Consultant shall at all times conduct itself in a manner consistent with MWH's Business Conduct Policy and all applicable local and global legislation relative to procurement and business integrity, including Canada's Corruption of Foreign Public Officials Act. In the event any question should arise concerning the applicability of these or other laws, Consultant shall immediately refer that matter to MWH's Consultant Coordinator.

Consultant

By: 
Title: VLADIMIR KAHLE
DIRECTOR 686313 BC Ltd
In Vancouver, 2013-08-11

MWH

By: 
Title: NIK ARGIROV
VP & General Manager
August 13, 2013



MWH CONTRACT No

NON-DISCLOSURE AGREEMENT

This agreement ("Agreement"), made as of July 16, 2013, ("Effective Date") is by and between MWH Global ("CLIENT") and Vladimir Kahle ("CONSULTANT"), (jointly referred to as "Parties" and individually as "Party").

In consideration of the foregoing mutual covenants and promises contained herein, the Parties agree as follows:

1 PURPOSE

1.1 CONSULTANT and CLIENT have engaged, or expect to engage, in ongoing good faith exchanges of confidential and proprietary information relating to CONSULTANT's and CLIENT's products, services and operations for the purpose of developing a business relationship. In connection with these exchanges, the Parties wish to provide for the treatment and protection of their respective confidential or proprietary information.

1.2 The Parties recognize that the careful protection and non-disclosure by the Party receiving confidential or proprietary information ("Receiving Party") from the Party disclosing that information ("Disclosing Party") is of importance to both Parties. JK

2 CONFIDENTIAL INFORMATION

2.1 For purposes of this Agreement, "Confidential Information" means any and all information, whether in oral, written, graphic or electronic form, provided by the Disclosing Party to the Receiving Party, including but not limited to, ideas, samples, media, techniques, sketches, blueprints, plans, drawings, works of authorship, models, inventions (whether patentable or not), know-how, processes, algorithms, software documents, formulae related to the current, future, and proposed products and services of Disclosing Party, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, copyrights, trademarks, trade names, service marks, trade secrets, patent disclosures, patent applications, provisional patent applications, patents of any kind, information the Disclosing Party provides regarding third parties, any third party proprietary information rightfully held and disclosed by the Disclosing Party, information by its nature or circumstances surrounding its disclosure should be reasonably regarded as confidential, or any document that refers or relates to Confidential Information. Confidential Information does not include information which can be shown by the Receiving Party as: (i) already known or in its possession without an obligation of confidentiality prior to the execution of this Agreement; (ii) hereafter rightfully furnished to the Receiving Party by a third party without a breach of any legal or contractual obligation; (iii) that is or becomes publicly available without breach of this Agreement; or (iv) independently developed by the Receiving Party without reliance on the Confidential Information. JK

3 TERM

3.1 Unless otherwise amended, the term of this Agreement shall be one (1) year from the Effective Date and the foregoing commitments of each party shall remain in effect for three (3) years beyond the termination or expiration of this Agreement JK

4 TREATMENT OF CONFIDENTIAL INFORMATION

4.1 During the term of this Agreement, Receiving Party agrees to: (i) hold the Disclosing Party's Confidential Information in the strictest confidence and to take all reasonable precautions to protect such Confidential Information including, without limitation, all precautions that Receiving Party employs with respect to its own confidential and proprietary materials, but in no event less than reasonable care; (ii) not to make any use whatsoever at any time of disclosed Confidential Information except to evaluate internally whether to enter into a business relationship with the Disclosing Party; (iii) not to copy, decompile, disassemble or reverse engineer any disclosed Confidential Information; and (iv) not to use any Confidential Information to create any intellectual property, product, service, or technology that is based upon, developed with, derived from, uses, employs, or incorporates, any Confidential Information.

VK

5 USES OF INFORMATION.

5.1 Without the written consent of Disclosing Party, Receiving Party will make no commercial use of Confidential Information for its own or any third party's benefit, except to evaluate whether to enter into a business relationship with the Disclosing Party. In the event Receiving Party discovers that Confidential Information has been used, disseminated or published in violation of this Agreement, the Receiving Party will immediately: (i) notify Disclosing Party; (ii) take all reasonable action to minimize the impact of the use, dissemination or publication; and (iii) take any necessary steps to prevent a further disclosure of any Confidential Information.

VK

6 RETURN OF CONFIDENTIAL INFORMATION.

6.1 Upon Disclosing Party's written request, all Confidential Information and all copies thereof shall be returned by Receiving Party within 15 days of receipt of Disclosing Party's request. At the Disclosing Party's option, Confidential Information and all copies thereof may instead be destroyed by Receiving Party, provided that Receiving Party certifies such destruction in writing. Return or destruction of Confidential Information shall not waive a party's obligations of confidentiality under this Agreement. If a breach of any condition of this Agreement occurs or if the Disclosing Party has reasonable grounds for believing that such a breach occurred or will occur, then Receiving Party will immediately return or destroy all Confidential Information upon Disclosing Party's request.

VK

7 NON-DISCLOSURE OF RELATIONSHIP OR POSSIBLE TRANSACTION.

7.1 Each Party agrees that it will not, without the prior written consent of the other, disclose to any third party the fact that Confidential Information has been made available hereunder or, that discussions, talks, or negotiations are occurring between the Parties concerning a possible business relationship.

VK

8 MANDATORY DISCLOSURE.

8.1 If disclosure of Confidential Information is required by judicial or other governmental action, Receiving Party will: (i) immediately notify Disclosing Party; (ii) not make the disclosure without first allowing Disclosing Party the opportunity to oppose the action; (iii) cooperate fully with Disclosing Party in opposing and limiting the scope of the disclosure; (iv) continue to protect Confidential Information not otherwise made public by the court or governmental body; and (v) be released from its obligations under this Agreement to the extent, but only to the extent, of the compelled disclosure.

VK

9 NO EXCLUSIVITY.

9.1 The Parties acknowledge that this Agreement is non-exclusive. Nothing herein shall prohibit either Party from entering into talks, discussions, or negotiations with a third party for any reason whatsoever regarding any product, service or business relationship that does not refer to or include Confidential Information disclosed by the other party under this Agreement.

VK

10 RELATIONSHIP OF PARTIES.

10.1 For the purposes of this Agreement, each Party shall be and act as an independent contractor and not as a partner, joint venturer, or agent of the other and shall not bind, nor attempt to bind, the other to any contract or obligation with a third party.

11 NO WAIVER.

11.1 Nothing in this Agreement shall be construed to constitute: (i) a waiver by the Disclosing Party of any of its rights in or to any Confidential Information that constitutes a copyright, patent, trademark, or trade secret; (ii) a release or waiver of the Receiving Party's legal obligation not to disclose or misappropriate any copyright, patent, trademark, or trade secret of Disclosing Party during or after the term of this Agreement; or (iii) a limit on any statutory or common law rights that provide Disclosing Party with broader protection than that provided in this Agreement.

12 INDEMNIFICATION.

12.1 Receiving Party agrees to indemnify and hold Disclosing Party (and its officers and employees) harmless from and against any and all losses, costs, damages and expenses arising as a result of any breach of this Agreement by Receiving Party.

13 ADDITIONAL PROVISIONS

13.1 Sections 4, 5, 6 and 7 shall survive for a period of 3 years following the termination of this Agreement for any reason whatsoever.

13.2 Any and all notices or consents under this Agreement will be in writing. Notices shall be deemed sufficiently given when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid to the above addresses of the Parties. Any and all notices will be sent "Attention: Legal Counsel."

13.3 The Parties agree that each can be held liable for damages resulting from the disclosure of Confidential Information in breach of this Agreement by the Receiving Party's employees, officers, directors, contractors, consultants, agents, representatives, attorneys and advisors. The Parties acknowledge that there may be no adequate remedy at law for any breach of obligations hereunder, and therefore, that upon any such breach or any threat thereof, the Disclosing Party may be entitled to appropriate equitable relief, including injunctions without the posting of a bond, in addition to any other remedies it might have at law.

13.4 In any action brought under this Agreement, the prevailing Party may be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including attorneys' fees, incurred in enforcing this Agreement.

13.5 This Agreement contains the entire understanding of the Parties regarding the treatment of their Confidential Information. All previous agreements or understandings concerning Confidential Information, whether written or oral, are superseded.

13.6 No amendment or modification of this Agreement shall be valid and binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

13.7 This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that the State Courts of Colorado shall have exclusive jurisdiction over any matters arising under or out of this Agreement.

13.8 The Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

CLIENT

Signature

Name (Printed or Typed)

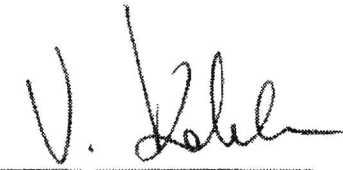


NIK ARSIROV

CONSULTANT

Signature

Name (Printed or Typed)



VLAD KAHLE

686313 BC Ltd



BUILDING A BETTER WORLD

WORK ORDER TO
MASTER CONSULTING AGREEMENT
BETWEEN MWH Canada, Inc. AND 686313 BC Ltd.

Work Order No. 3

This Work Order to the Master Consulting Service Agreement dated July 24, 2013, between the parties, 686313 BC Ltd., agrees to perform for MWH Canada Inc. the Services described below for the Project identified below. The Services shall be performed in accordance with the provisions of the Master Consulting Services Agreement. The work order is effective for the period shown below and the reimbursement of costs shall not exceed CAD \$40,000 or be extended with a written adjustment

1. **Services:** The services and deliverables are as follows:

Review converter station agreements and provide support services for converter stations work for Nalcor project (job number 25500457).

3. **Term:** The term of the assignment is from October 1, 2015 to December 31, 2016.

4. **Compensation:** Reimbursement for cost will be based on the following:

Key Personnel:

Name	Hourly Rate
Vladimir Kahle	\$170.00

Expenses: Expenses will be billed to MWH at cost with receipts.

4. **Early Termination:**

This task order can be terminated early with the concurrence of both sides.

Consultant

MWH Canada, Inc.

Signature: _____

Signature: _____

Name: Vladimir Kahle

Name: Ryan Chiew

Title: DIRECTOR

Title: Financial Manager, PMCL

Date: 2016-01-05

Date: Jan 5 2016



CONSULTING SERVICES

THIS contract (“Contract”), with an effective date of **January 01, 2015**, is by and between MWH Canada, Inc., (“MWH”), whose mailing address is Suite 740, 1185 W. Georgia St. Vancouver, BC V6E 4E6, Canada and **Hewitt Estimating Consultants**, whose mailing address 150 Couling Crescent, Guelph, Ontario Canada (“Consultant”). In consideration of the mutual promises herein contained, MWH and Consultant agree that Consultant, shall perform the Services as requested by MWH in support of various client (“Client”) engagements subject to the following terms and conditions:

1 SERVICES

Consultant shall provide those Services as agreed. The Services will generally consist of providing engineering advice and review to MWH. It will be MWH’s responsibility to either accept or reject and to decide how to act on such advice and review. The Services may be initiated by the execution of a work order (“Work Order”) or as otherwise documented in writing between the parties. Irrespective of whether the Consultant’s directors, officers or employees are members or licensees under the *Engineers and Geoscientists Act*, RSBC 1996, c.116 (the “Act”), the parties agree that it is not a function or task of the Services to be provided by the Consultant hereinunder to provide engineering design services, or to prepare and deliver engineering drawings, or to sign or seal engineering drawings or other engineering documents prepared by MWH or in any other way engage in the “practice of professional engineering” as the term is used in the Act except as defined by this description of the Services or as otherwise expressly agreed to in writing by the Consultant.

2 TERM OF AGREEMENT

This Contract shall commence on the date first stated above, and Consultant is authorized to commence performance of the contracted Services as of that date. This Contract terminates on **December 31, 2015** unless terminated earlier pursuant to the terms and conditions of this Contract.

3 COMPENSATION

3.1 MWH will compensate Consultant as described in the Work Order (“Compensation”), based on the Hourly Rate Schedule set forth below:

PERSONNEL/LABOR CATEGORY	HOURLY RATE
Hewitt Estimating Consultants	\$115.00 CAD

3.2 Expenses will be billed to MWH at cost. Expenses must be authorized, in writing in advance by MWH's Consultant Coordinator.

3.3 Mileage between MWH's local office and Consultant's office is not generally billable. Other mileage, when authorized, shall be at Government of Canada established kilometric rate. Travel by airline shall be at coach or economy fare and only as authorized by MWH in advance in writing.

4 PAYMENT

Payment for the Services rendered and reimbursement for expenses will be made by MWH within 30 days of receipt of invoice at the mailing address listed above. Consultant shall submit monthly invoices to the attention of MWH's Consultant Coordinator. The monthly invoices shall make reference to this Contract, identify authorized billable hours expended and other authorized expenses incurred during the month, and shall include such other details or supporting documents as MWH may reasonably require.

5 MWH/CONSULTANT COORDINATOR

Consultant shall periodically meet with MWH's Consultant Coordinator to discuss the project. MWH designates Nikolay Argirov as the Consultant Coordinator. The Consultant Coordinator's responsibilities include, but are not limited to, reviewing Consultant's monthly invoices, and authorizing, in advance, Consultant's efforts and estimated costs on a project by project basis.

6 LICENSE

Consultant has or will obtain a business license in the City where Consultant has its business. Consultant also will obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with Consultant's performance of Services.

7 INDEPENDENT CONTRACTOR

Consultant is at all times during the performance of the Services acting as an Independent Contractor and at all times the Consultant shall take all actions to ensure that none of its employees are deemed as an employee of MWH nor as a joint venturer with MWH. Consultant is responsible for paying all applicable personnel taxes, Workers' Compensation premiums, life, health, and automobile insurance premiums, and the payment of all vacation, sick leave unemployment benefits, or retirement pay for its employees.

8 STANDARD OF CARE

Consultant shall provide and perform the Services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all applicable laws ("Law").

9 INDEMNIFICATION

9.1 Consultant shall indemnify, defend and hold harmless MWH, its affiliates and their officers, directors, employees and agents, from and against all claims, costs, losses and damages arising out of or resulting from the performance of the Services to the extent attributable to any wilful or negligent act, error or omission of Consultant, or any of its officers, directors, employees or agents.

9.2 Consultant shall indemnify, defend and hold harmless MWH, its affiliates and their officers, directors, employees and agents, from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Services of any invention, design, process, product or device not specified in this Agreement.

9.3 The right of MWH to be indemnified by Consultant under clause 10.1 or 10.2 is subject to the conditions that:

- (a) MWH gives Consultant prompt notice of any Third Party Claim, the right and opportunity to select counsel and defend or settle the Third Party Claim, all documents and other information, including access to witnesses, available to the Consultant or Client that may assist in the favourable defence or settlement of the Third Party Claim; and
- (b) The Consultant or Client does not make any admission, or do any other act or thing, that is materially prejudicial to the favourable defence or settlement of the Third Party Claim.

9.4 Except in the case of gross negligence or wilful misconduct, the aggregate liability of Consultant to MWH (including its affiliates) for any claims of any kind, losses, damages or expenses arising out of or in connection with the Services, this Agreement or from the performance or breach thereof shall not exceed the amount of the Compensation for the Services, as adjusted by a change order.

9.5 In no event, neither MWH nor Consultant will be liable to the other party for loss of profit, loss of revenue or business opportunity, any incidental, indirect, special or consequential damages of any nature arising from the provisions of this Contract.

9.6 MWH agrees to indemnify the Consultant from any claims or claim costs brought by the Client in relation to any Services rendered pursuant to any Work Order in excess of the amount of the Compensation for the Services.

10 TERMINATION

MWH may terminate any Work Order or this Contract at any time by giving Consultant written notice thereof. Upon said termination, Consultant will be reimbursed for that portion of the Services completed prior to termination. Consultant may terminate any Work Order or this Contract at any time by giving MWH written notice thereof, as long as this termination does not impact negatively the quality and delivery schedule of project deliverables relevant to the Consultant's involvement. Upon said termination, Consultant will be reimbursed for that portion of Services completed prior to termination.

11 CONFIDENTIAL INFORMATION

11.1 All information and data disclosed by MWH or Client or otherwise developed or obtained under this Contract shall be deemed to be proprietary and confidential information ("Confidential Information"). MWH acknowledges that the Consultant may use its own confidential information ("Consultant's Confidential Information") to provide the Services hereinunder and such Consultant's Confidential Information shall remain the sole property of the Consultant.

11.2 Consultant shall not disclose Confidential Information without MWH's written consent. Those persons under Consultant's control shall not use Confidential Information for any purpose other than for the proper performance of the Services.

11.3 Consultant's obligations under this Article shall not apply to Confidential Information that is: (i) in the public domain without breach of this Contract; (ii) developed independently by Consultant; (iii) received by Consultant on a non-confidential basis from others who had a right to disclosure of such Confidential Information; or (v) required to be disclosed by Law, but only after actual prior written notice has been received by MWH and MWH has had a reasonable opportunity to protect disclosure of such Confidential Information.

12 RIGHTS IN DATA

12.1 Consultant agrees that all data and information in hard copy, electronic, or any other format, disclosed, developed or obtained under this Contract (“Data”), other than Consultant’s Confidential Information, shall be and remain the sole property of MWH. Delivery of the Data to MWH shall be a precondition for Final Payment.

12.2 Consultant shall promptly deliver all Data to MWH upon MWH’s request. Consultant shall be fully responsible for the care and protection of the Data until such delivery. Consultant may retain one copy of the Data for Consultant’s archives subject to Consultant’s continued compliance with the provisions of this Article.

12.3 Consultant agrees not to assert, or to allow persons performing under Consultant’s control, to assert any rights to Data or establish any claim under design, patent or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced under the Consulting Services has been specifically commissioned by MWH, shall be considered “work for hire”, and that all copyrightable and other proprietary rights therein shall vest solely in MWH.

12.4 Consultant understands and agrees that all rights under copyright and patent laws under this Contract belong to MWH. Consultant hereby assigns any and all rights, title and interests under copyright, trademark and patent law to MWH, and agrees to assist MWH in perfecting the same at MWH’s expense. Except as otherwise provided in this Contract, said documents shall be delivered to MWH without additional cost to MWH.

12.5 MWH shall have the unrestricted right to transfer ownership of the Data to Client for Client’s use and benefit.

13 CONFLICT OF INTEREST

With exception of the Consultant’s existing agreements, Consultant agrees to refrain from any activity during the term of this Contract which could be interpreted as constituting a conflict of interest, and shall promptly notify MWH regarding any change in Consultant’s business interests which is likely to result in or give the appearance of a conflict of interest. Consultant agrees to advise MWH prior to acceptance of any related work.

14 GOVERNING LAW

The validity, construction, and performance of this Contract and all disputes between the parties arising out of this Contract or as to any matters related to but not covered by this Contract shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the province of British Columbia.

15 ASSIGNMENT

Neither this Contract nor any rights under this Contract may be assigned by either party without the prior written consent of the other party.

16 BUSINESS CONDUCT

It is not intended that this engagement shall involve any form of business procurement or development tasks. Notwithstanding this limitation, Consultant shall at all times conduct itself in a manner consistent with MWH's Business Conduct Policy and all applicable local and global legislation relative to procurement and business integrity, including Canada's Corruption of Foreign Public Officials Act. In the event any question should arise concerning the applicability of these or other laws, Consultant shall immediately refer that matter to MWH's Consultant Coordinator.

Consultant
By: Joseph Keott
Title: President
Health Estimating Consultants

MWH
By: [Signature]
Title: VP, RM

CHANGE ORDER #1

Subcontract No. 103596 OM
Change Order No. 1
Effective Date: Dec 18, 2015

This Change Order modifies the Work Order No. 1 dated Dec 23, 2014 ("Subcontract") between MWH Canada, Inc. ("CONSULTANT") and Hewitt Estimating Consultants ("SUBCONSULTANT") as follows:

1. **Change in Subcontracted Services:**

n/a

2. **Change in time of Performance** (attach schedule if appropriate):

Contract end date is extended to December 31, 2016

3. **Change in SUBCONSULTANT's Compensation:**

n/a

All other terms and conditions remain unchanged.

CONSULTANT


Signature

Ryan Chiew
Name (Printed or Typed)

DEC 18, 2015
Date

SUBCONSULTANT


Signature

Paul Hewitt
Name (Printed or Typed)

Dec 18 / 15
Date

CHANGE ORDER #2

Subcontract No. 103596 OM
Change Order No. 2
Effective Date: Dec 18, 2015

This Change Order modifies the Work Order No. 2 dated Dec 23, 2014 ("Subcontract") between MWH Canada, Inc. ("CONSULTANT") and Hewitt Estimating Consultants ("SUBCONSULTANT") as follows:

1. **Change in Subcontracted Services:**

n/a

2. **Change in time of Performance** (attach schedule if appropriate):

Contract end date is extended to December 31, 2016

3. **Change in SUBCONSULTANT's Compensation:**

n/a

All other terms and conditions remain unchanged.

CONSULTANT

SUBCONSULTANT


Signature


Signature

Ryan Chiew
Name (Printed or Typed)

Paul Hewitt
Name (Printed or Typed)

Dec 18, 2015
Date

Dec 18 / 15
Date

CHANGE ORDER #1

Subcontract No. 103596 OM
Change Order No. 1
Effective Date: Dec 18, 2015

This Change Order modifies the Work Order No. 1 dated Dec 23, 2014 ("Subcontract") between MWH Canada, Inc. ("CONSULTANT") and Hewitt Estimating Consultants ("SUBCONSULTANT") as follows:

1. **Change in Subcontracted Services:**

n/a

2. **Change in time of Performance** (attach schedule if appropriate):

Contract end date is extended to December 31, 2016

3. **Change in SUBCONSULTANT's Compensation:**

n/a

All other terms and conditions remain unchanged.

CONSULTANT


Signature

Ryan Chiew
Name (Printed or Typed)

DEC 18, 2015
Date

SUBCONSULTANT


Signature

Paul Hewitt
Name (Printed or Typed)

Dec 18 / 15
Date

Schedule "B"**Letter of Confirmation****To whom it may concern:**

MWH Canada, Inc. ("**MWHC**") provided services to the undersigned, NSP Maritime Link Inc. (the "**Company**") pursuant to Agreement No. E-13-123 for Independent Engineer and Operating and Maintenance Services for The Maritime Link Project dated as of December 2, 2013 (the "**IE Agreement**") from December 2, 2013 to December 30, 2016.

The IE Agreement was assigned as of December 30, 2016 due to the acquisition of MWHC by Stantec Inc. and for no other reason. The assignment of the IE Agreement by MWHC was required due to the Acquisition and was not due to any default or failure to perform as required under the terms of the IE Agreement.

NSPML thanks MWHC for its professional work on the Maritime Link Project.

NSP MARITIME LINK INC.

By: _____

Name:

Title:



MWH CONTRACT No. 25500457

NON-DISCLOSURE AGREEMENT

This agreement ("Agreement"), made as of July 3, 2014, ("Effective Date") is by and between MWH Canada Inc. ("CLIENT") and HK Powerline Consulting Inc. ("CONSULTANT"), (jointly referred to as "Parties" and individually as "Party").

In consideration of the foregoing mutual covenants and promises contained herein, the Parties agree as follows:

1 PURPOSE

1.1 CONSULTANT and CLIENT have engaged, or expect to engage, in ongoing good faith exchanges of confidential and proprietary information relating to CONSULTANT's and CLIENT's products, services and operations for the purpose of developing a business relationship. In connection with these exchanges, the Parties wish to provide for the treatment and protection of their respective confidential or proprietary information.

1.2 The Parties recognize that the careful protection and non-disclosure by the Party receiving confidential or proprietary information ("Receiving Party") from the Party disclosing that information ("Disclosing Party") is of importance to both Parties.

2 CONFIDENTIAL INFORMATION

2.1 For purposes of this Agreement, "Confidential Information" means any and all information, whether in oral, written, graphic or electronic form, provided by the Disclosing Party to the Receiving Party, including but not limited to, ideas, samples, media, techniques, sketches, blueprints, plans, drawings, works of authorship, models, inventions (whether patentable or not), know-how, processes, algorithms, software documents, formulae related to the current, future, and proposed products and services of Disclosing Party, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, copyrights, trademarks, trade names, service marks, trade secrets, patent disclosures, patent applications, provisional patent applications, patents of any kind, information the Disclosing Party provides regarding third parties, any third party proprietary information rightfully held and disclosed by the Disclosing Party, information by its nature or circumstances surrounding its disclosure should be reasonably regarded as confidential, or any document that refers or relates to Confidential Information. Confidential Information does not include information which can be shown by the Receiving Party as: (i) already known or in its possession without an obligation of confidentiality prior to the execution of this Agreement; (ii) hereafter rightfully furnished to the Receiving Party by a third party without a breach of any legal or contractual obligation; (iii) that is or becomes publicly available without breach of this Agreement; or (iv) independently developed by the Receiving Party without reliance on the Confidential Information.

3 TERM.

3.1 Unless otherwise amended, the term of this Agreement shall be one (1) year from the Effective Date and the foregoing commitments of each party shall remain in effect for three (3) years beyond the termination or expiration of this Agreement.

4 TREATMENT OF CONFIDENTIAL INFORMATION.

4.1 During the term of this Agreement, Receiving Party agrees to: (i) hold the Disclosing Party's Confidential Information in the strictest confidence and to take all reasonable precautions to protect such Confidential Information including, without limitation, all precautions that Receiving Party employs with respect to its own confidential and proprietary materials, but in no event less than reasonable care; (ii) not to make any use whatsoever at any time of disclosed Confidential Information except to evaluate internally whether to enter into a business relationship with the Disclosing Party; (iii) not to copy, decompile, disassemble or reverse engineer any disclosed Confidential Information; and (iv) not to use any Confidential Information to create any intellectual property, product, service, or technology that is based upon, developed with, derived from, uses, employs, or incorporates, any Confidential Information.

5 USES OF INFORMATION.

5.1 Without the written consent of Disclosing Party, Receiving Party will make no commercial use of Confidential Information for its own or any third party's benefit, except to evaluate whether to enter into a business relationship with the Disclosing Party. In the event Receiving Party discovers that Confidential Information has been used, disseminated or published in violation of this Agreement, the Receiving Party will immediately: (i) notify Disclosing Party; (ii) take all reasonable action to minimize the impact of the use, dissemination or publication; and (iii) take any necessary steps to prevent a further disclosure of any Confidential Information.

6 RETURN OF CONFIDENTIAL INFORMATION.

6.1 Upon Disclosing Party's written request, all Confidential Information and all copies thereof shall be returned by Receiving Party within 15 days of receipt of Disclosing Party's request. At the Disclosing Party's option, Confidential Information and all copies thereof may instead be destroyed by Receiving Party, provided that Receiving Party certifies such destruction in writing. Return or destruction of Confidential Information shall not waive a party's obligations of confidentiality under this Agreement. If a breach of any condition of this Agreement occurs or if the Disclosing Party has reasonable grounds for believing that such a breach occurred or will occur, then Receiving Party will immediately return or destroy all Confidential Information upon Disclosing Party's request.

7 NON-DISCLOSURE OF RELATIONSHIP OR POSSIBLE TRANSACTION.

7.1 Each Party agrees that it will not, without the prior written consent of the other, disclose to any third party the fact that Confidential Information has been made available hereunder or, that discussions, talks, or negotiations are occurring between the Parties concerning a possible business relationship.

8 MANDATORY DISCLOSURE.

8.1 If disclosure of Confidential Information is required by judicial or other governmental action, Receiving Party will: (i) immediately notify Disclosing Party; (ii) not make the disclosure without first allowing Disclosing Party the opportunity to oppose the action; (iii) cooperate fully with Disclosing Party in opposing and limiting the scope of the disclosure; (iv) continue to protect Confidential Information not otherwise made public by the court or governmental body; and (v) be released from its obligations under this Agreement to the extent, but only to the extent, of the compelled disclosure.

9 NO EXCLUSIVITY.

9.1 The Parties acknowledge that this Agreement is non-exclusive. Nothing herein shall prohibit either Party from entering into talks, discussions, or negotiations with a third party for any reason whatsoever regarding any product, service or business relationship that does not refer to or include Confidential Information disclosed by the other party under this Agreement.

10 RELATIONSHIP OF PARTIES.

10.1 For the purposes of this Agreement, each Party shall be and act as an independent contractor and not as a partner, joint venturer, or agent of the other and shall not bind, nor attempt to bind, the other to any contract or obligation with a third party.

11 NO WAIVER.

11.1 Nothing in this Agreement shall be construed to constitute: (i) a waiver by the Disclosing Party of any of its rights in or to any Confidential Information that constitutes a copyright, patent, trademark, or trade secret; (ii) a release or waiver of the Receiving Party's legal obligation not to disclose or misappropriate any copyright, patent, trademark, or trade secret of Disclosing Party during or after the term of this Agreement; or (iii) a limit on any statutory or common law rights that provide Disclosing Party with broader protection than that provided in this Agreement.

12 INDEMNIFICATION.

12.1 Receiving Party agrees to indemnify and hold Disclosing Party (and its officers and employees) harmless from and against any and all losses, costs, damages and expenses arising as a result of any breach of this Agreement by Receiving Party.

13 ADDITIONAL PROVISIONS

13.1 Sections 4, 5, 6 and 7 shall survive for a period of 3 years following the termination of this Agreement for any reason whatsoever.

13.2 Any and all notices or consents under this Agreement will be in writing. Notices shall be deemed sufficiently given when delivered personally or 48 hours after deposit with a receipted commercial courier service or Canada Post as registered or certified mail, postage prepaid to the above addresses of the Parties. Any and all notices will be sent "Attention: Legal Counsel."

13.3 The Parties agree that each can be held liable for damages resulting from the disclosure of Confidential Information in breach of this Agreement by the Receiving Party's employees, officers, directors, contractors, consultants, agents, representatives, attorneys and advisors. The Parties acknowledge that there may be no adequate remedy at law for any breach of obligations hereunder, and therefore, that upon any such breach or any threat thereof, the Disclosing Party may be entitled to appropriate equitable relief, including injunctions without the posting of a bond, in addition to any other remedies it might have at law.


13.4 In any action brought under this Agreement, the prevailing Party may be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including attorneys' fees, incurred in enforcing this Agreement.

13.5 This Agreement contains the entire understanding of the Parties regarding the treatment of their Confidential Information. All previous agreements or understandings concerning Confidential Information, whether written or oral, are superseded.

13.6 No amendment or modification of this Agreement shall be valid and binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

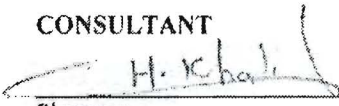
13.7 This Agreement will be governed by and construed in accordance with the laws of the province of British Columbia. The Parties agree that the provincial courts of British Columbia shall have exclusive jurisdiction over any matters arising under or out of this Agreement.

13.8 The Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

CLIENT


Signature
NIK ARGIROV

Name (Printed or Typed)

CONSULTANT


Signature
HANDY KHALIL

Name (Printed or Typed)



BUILDING A BETTER WORLD

CHANGE ORDER

Subcontract No. 101917 OM

Change Order No. 3

Effective Date 06/02/2015

This Change Order modifies **Work Order #2 (Emera)** between MWH Canada, Inc., ("MWH") and HK PowerLine Consulting Inc. as follows:

1. **Change in Subcontracted Services:**

N/A

2. **Change in time of Performance** (attach schedule if appropriate):

Contract End Date extended until December 31, 2017

3. **Change in SUBCONSULTANT's Compensation:**

Increase NTE by \$30,000 = total NTE is \$60,000 for services under this work order

All other terms and conditions remain unchanged.

CONSULTANT

MWH Canada, Inc.

H. Khalil
Signature

R Chiew
Signature

Hamdy Khalil HAMDY KHALIL
Name (Printed or Typed)

Ryan Chiew
Name (Printed or Typed)

July 22, 2016
Date

July 19, 2016
Date



BUILDING A BETTER WORLD

CHANGE ORDER

Subcontract No. 101917 OM

Change Order No. 4

Effective Date 06/02/2015

This Change Order modifies the **Work Order #3 (Nalcor)** between MWH Canada, Inc., ("MWH") and HK PowerLine Consulting Inc. as follows:

1. **Change in Subcontracted Services:**

N/A

2. **Change in time of Performance** (attach schedule if appropriate):

Contract End Date extended until December 31, 2017

3. **Change in SUBCONSULTANT's Compensation:**

Increase NTE by \$ 30,000 = total NTE is \$60,000 for services under this work order
Contractor to bill meals per diem in accordance with attached rates.

All other terms and conditions remain unchanged.

CONSULTANT

Signature

Hamdy Khalil HAMDY KHALIL
Name (Printed or Typed)

Date

July 22, 2016

MWH Canada, Inc.

Signature

Ryan Chiew
Name (Printed or Typed)

Date

July 19, 2016



CONSULTING SERVICES

THIS contract ("Contract"), with an effective date of **January 20, 2014**, is by and between MWH Canada, Inc., ("MWH"), whose mailing address is Suite 1580, One Bentall Center, 505 Burrard Street, Box 17, Vancouver, BC, V7X 1M5, Canada and, ~~HK PowerLine Consulting Inc. whose mailing address is 126 Shoreline Circle, Port Moody, B.C., V3H5B3~~ ^{4634 E Pincherry Place, Regina, SK} ("Consultant"). In consideration of the mutual promises herein contained, MWH and Consultant agree that Consultant, shall perform the Services as requested by MWH in support of various client ("Client") engagements subject to the following terms and conditions:

1 SERVICES

Consultant shall provide those Services as agreed (Attachment A). The Services may be initiated by the execution of a Work Order (Attachment C) or as otherwise documented in writing between the parties.

Consultant shall work on project by project basis.

2 TERM OF AGREEMENT

This contract shall commence on the date first stated above, and Consultant is authorized to commence performance of the contracted Services as of that date. This contract terminates on **December 31, 2014** unless terminated earlier pursuant to the terms and conditions of this Contract.

3 COMPENSATION

3.1 MWH will compensate Consultant as described in the Work Order ("Compensation"), based on the Hourly Rate Schedule set forth below:

PERSONNEL/LABOR CATEGORY	HOURLY RATE
Hamdi Khalil, P.Eng.	\$ 125.00 *

* Applicable taxes, such as HST/GST, are not included which are payable by MWH.

3.2 Expenses will be billed to MWH at cost. Expenses must be authorized, in writing in advance by MWH's Consultant Coordinator.

3.3 Mileage between MWH's local office and Consultant's office is not generally billable. Other mileage, when authorized, shall be at Government of Canada established kilometric rate. Travel by airline shall be at coach or economy fare and only as authorized by MWH in advance in writing.

4 PAYMENT

Payment for the Services rendered and reimbursement for expenses will be made by MWH within 30 days of receipt of invoice at the mailing address listed above. Consultant shall submit monthly invoices to the attention of MWH's Consultant Coordinator. The monthly invoices shall make reference to this Contract, identify authorized billable hours expended and other authorized expenses incurred during the month, and shall include such other details or supporting documents as MWH may reasonably require.

5 MWH/CONSULTANT COORDINATOR

Consultant shall periodically meet with MWH's Consultant Coordinator to discuss the project. MWH designates **Helen Iosfin** as the Consultant Coordinator. The Consultant Coordinator's responsibilities include, but are not limited to, reviewing Consultant's monthly invoices, and authorizing, in advance, Consultant's efforts and estimated costs on a project by project basis.

6 LICENSE

Consultant will obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with Consultant's performance of Services.

Irrespective of whether the Consultant's directors, officers, employees or subcontractors are members or licensees under the *Engineers and Geoscientists Act* [RSBC 1996, c. 116] (the "Act"), the parties agree that it is not a function or task of the Services for the Consultant's members or licensees to seal or stamp estimates, specifications, reports, documents, plans or other things that have been prepared and delivered by the Consultant or in any other way engage in the "practice of professional engineering" as that term is used in the Act.

7 INDEPENDENT CONTRACTOR

Consultant is at all times during the performance of the Services acting as an Independent Contractor and neither as an employee of MWH nor as a joint venturer with MWH. Consultant agrees to pay as applicable all personnel taxes, Workers' Compensation premiums, life, health, and automobile insurance premiums, and understands that no personal benefits, such as vacation, sick leave unemployment benefits, or retirement pay, shall accrue to Consultant as a result of this Contract.

8 STANDARD OF CARE

Consultant shall provide and perform the Services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all applicable laws ("Law").

9 INDEMNIFICATION

9.1 Consultant shall indemnify, defend and hold harmless MWH, its affiliates and their officers, directors, employees and agents, from and against all claims, costs, losses and damages arising out of or resulting from the performance of the Services to the extent attributable to any wilful or negligent act, error or omission of Consultant, or any of its officers, directors, employees or agents.

9.2 Consultant shall indemnify, defend and hold harmless MWH, its affiliates and their officers, directors, employees and agents, from and against all claims, costs, losses and damages arising out of or resulting from

any infringement of patent rights or copyrights incident to the use in the performance of the Services of any invention, design, process, product or device not specified in this Agreement.

9.3 The right of MWH to be indemnified by Consultant under clause 10.1 or 10.2 is subject to the conditions that:

(a) MWH gives Consultant prompt notice of any Third Party Claim, the right and opportunity to select counsel and defend or settle the Third Party Claim, all documents and other information, including access to witnesses, available to the Consultant or Client that may assist in the favourable defence or settlement of the Third Party Claim; and

(b) The Consultant or Client does not make any admission, or do any other act or thing, that is materially prejudicial to the favourable defence or settlement of the Third Party Claim.

9.4 Except in the case of gross negligence or wilful misconduct, the aggregate liability of Consultant to MWH (including its affiliates) for any claims of any kind, losses, damages or expenses arising out of or in connection with the Services, this Agreement or from the performance or breach thereof shall not exceed the amount of the Compensation for the Services, as adjusted by a Change Order.

9.5 In no event, neither MWH nor Consultant will be liable to the other party for loss of profit, loss of revenue or business opportunity, any incidental, indirect, special or consequential damages of any nature.

9.6 MWH agrees to indemnify the Consultant from any claims or claim costs brought by the Client in relation to any Services rendered pursuant to any Work Order in excess of the amount of the Compensation for the Services.

10 TERMINATION

MWH may terminate any Work Order or this Contract at any time by giving Consultant written notice thereof. Upon said termination, Consultant will be reimbursed for that portion of the Services completed prior to termination.

Consultant may terminate this Contract at any time by giving MWH one month written notice.

11 CONFIDENTIAL INFORMATION

11.1 All information and data disclosed by MWH or Client or otherwise developed or obtained under this Contract shall be deemed to be proprietary and confidential information ("Confidential Information").

11.2 Consultant shall not disclose Confidential Information without MWH's written consent. Those persons under Consultant's control shall not use Confidential Information for any purpose other than for the proper performance of the Services.

11.3 Consultant's obligations under this Article shall not apply to Confidential Information that is: (i) in the public domain without breach of this Contract; (ii) developed independently by Consultant; (iii) received by Consultant on a non-confidential basis from others who had a right to disclosure of such Confidential Information; or (v) required to be disclosed by Law, but only after actual prior written notice has been received by MWH and MWH has had a reasonable opportunity to protect disclosure of such Confidential Information.

12 RIGHTS IN DATA

12.1 Consultant agrees that all data and information in hard copy, electronic, or any other format, disclosed, developed or obtained under this Contract ("Data"), other than Consultant's Confidential Information, shall be and remain the sole property of MWH. Delivery of the Data to MWH shall be a precondition for Final Payment.

12.2 Consultant shall promptly deliver all Data to MWH upon MWH's request. Consultant shall be fully responsible for the care and protection of the Data until such delivery. Consultant may retain one copy of the Data for Consultant's archives subject to Consultant's continued compliance with the provisions of this Article.

12.3 Consultant agrees not to assert, or to allow persons performing under Consultant's control, to assert any rights to Data or establish any claim under design, patent or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced under the Consulting Services has been specifically commissioned by MWH, shall be considered "work for hire", and that all copyrightable and other proprietary rights therein shall vest solely in MWH.

12.4 Consultant understands and agrees that all rights under copyright and patent laws under this Contract belong to MWH. Consultant hereby assigns any and all rights, title and interests under copyright, trademark and patent law to MWH, and agrees to assist MWH in perfecting the same at MWH's expense. Except as otherwise provided in this Contract, said documents shall be delivered to MWH without additional cost to MWH.

12.5 MWH shall have the unrestricted right to transfer ownership of the Data to Client for Client's use and benefit.

13 CONFLICT OF INTEREST

Consultant agrees to refrain from any activity during the term of this Contract which could be interpreted as constituting a conflict of interest, and shall promptly notify MWH regarding any change in Consultant's private interests which is likely to result in or give the appearance of a conflict of interest. Consultant agrees to advise MWH prior to acceptance of any related work.

Consultant further represents that he is under no prohibition from any previous employer that would prevent his engagement in rendering technical services to any such potential client.

14 GOVERNING LAW

The validity, construction, and performance of this Contract and all disputes between the parties arising out of this Contract or as to any matters related to but not covered by this Contract shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the province of British Columbia.

15 ASSIGNMENT

Neither this Contract nor any rights under this Contract may be assigned by either party without the prior written consent of the other party.

16 BUSINESS CONDUCT

It is not intended that this engagement shall involve any form of business procurement or development tasks. Notwithstanding this limitation, Consultant shall at all time conduct himself in a manner consistent with MWH's Business Conduct Policy and all applicable local and global legislation relative to procurement and business

integrity, including Canada's Corruption of Foreign Public Officials Act. In the event any question should arise concerning the applicability of these or other laws, Consultant shall immediately refer that matter MWH's Consultant Coordinator.

HK PowerLine Consulting Inc.

MWH Canada, Inc.

By: Hamdy/Khalil

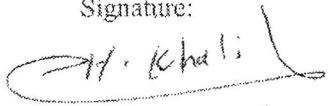
By: Nik Argirov

Title: President

Title: General Manager, VP

Signature:

Signature:



Date: Jan 16, 2014

Date: 15 JAN '14

Attachment A

SERVICES

- Supporting MWH Canada Inc.'s in the work associated with projects for Nalcor and Emera
- Provide expert opinion on the issues related to Transmission and substation projects
- Help MWH in Business development and promote MWH expertise for T&D (Transmission & Distribution)

Attachment B

CHANGE ORDER

Subcontract No. _____
Change Order No. _____
Effective Date _____

This Change Order modifies the Consultant Contract dated _January 20,2014 between MWH Canada, Inc., ("MWH) and HK PowerLine Consulting Inc. as follows:

1. **Change in Subcontracted Services;**

2. **Change in time of Performance (attach schedule if appropriate):**

3. **Change in SUBCONSULTANT's Compensation:**

All other terms and conditions remain unchanged.

CONSULTANT

MWH Canada, Inc.

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date



Attachment C

**WORK ORDER TO
 MASTER CONSULTING SERVICES AGREEMENT
 BETWEEN MWH Canada, Inc. AND HK PowerLine Consulting Inc.**

Work Order No. ____

This Work Order to the Master Consulting Service Agreement dated _____ between the parties sets out the specific terms and deliverables ("Services") to be performed for this MWH project (the "Project").

HK PowerLine Consulting Inc. agrees to perform for MWH Canada Inc. the Services described below for the Project identified below. The Services shall be performed in accordance with the provisions of the Master Consulting Services Agreement. The work order is effective for the period shown below and the compensation payable hereinunder shall not exceed CAD \$ _____ or shall not be extended without a written adjustment.

1. **Project:** The project name, client name, and brief description are as follows:

Project Name:
Client Name:
Job No.:
Project Description:

2. **Services:** The services and deliverables are as follows:

3. **Term:** The term of the assignment is from _____ to _____.

4. **Compensation:** Compensation will be based on the following:

Key Personnel:

Name	Hourly Rate	Total Budget (\$)

Expenses: Expenses will be billed to MWH at cost with receipts.

6. **Early Termination:**
This task order can be terminated early with the concurrence of both sides.

Consultant

MWH Canada, Inc.

Signature: _____

Signature: _____

Name:

Name: **Nik Argirov**

Title:

Title: **Vice President and General Manager**

Date:

Date:



Confidentiality & Invention Agreement

Instructions:

1. Print your name in the blanks in the first sentence of the Agreement.
 2. Sign/print your name and date where indicated at the bottom of the Agreement.
 3. Return the completed Agreement to the office Administrator.
-

I, HAMDY KHALIL, agree to be bound by this Agreement:

1. CONFIDENTIALITY

- 1.1 Confidential Information. I understand that during my Contract with MWH, I will have access to Confidential Information. I agree to maintain in confidence and not to disclose to anyone other than other MWH employees any Confidential Information of MWH during and after my Contract period. "Confidential Information" means the technical, financial, marketing, and business information of MWH, its parent MWH, affiliates, and subsidiaries.
- 1.2 Return of Confidential Information. Upon terminating my contract with MWH for any reason, I will deliver to MWH all Confidential Information in my possession, including all copies, notes and abstracts.
- 1.3 Prior Confidentiality Agreements. Becoming a contractor/subcontractor/intern of MWH and signing this agreement does not violate any existing confidentiality agreement I have signed. (For example, with prior employers). I promise not to disclose to MWH (or other MWH employees) any Confidential Information belonging to my previous employers or clients.

2. INTELLECTUAL PROPERTY ASSIGNMENT

- 2.1 Work Product. "Work Product" means any original work of authorship, discovery, or invention (whether patentable or not) that I create during my Contract Period at MWH. I understand that Work Product includes such things as reports, designs, plans, computer software, techniques, data and ideas.
- 2.2 Assignment, Waiver & License. I understand that all Work Product created within the scope of my Contract work shall be the sole property of MWH. I irrevocably transfer to MWH all my rights in Work Product. I also waive the enforcement of my rights to Work Product against MWH and its clients. I also grant MWH, an exclusive, worldwide, irrevocable, royalty-free license to reproduce, distribute, modify, publicly perform and display, sublicense, or assign all rights in, Work Product.
- 2.3 Necessary Actions. Both during and after my Contract period, I agree to perform any actions necessary to assist MWH in perfecting and enforcing its rights in any Work Product. For example, I agree to sign any documents necessary for MWH to perfect its rights in Work Product, and file any application or registration forms. If not reasonably available, I grant MWH the right to sign (as my attorney-of-fact) any documents to apply for, renew, or enforce any intellectual property right in any Work Product.
- 2.4 Prior Inventions. Any inventions, discoveries, or original works of authorship owned by me, if any, shall be listed in an attached sheet and is part of this Agreement.



3. ADDITIONAL PROVISIONS

- 3.1 I agree that MWH is entitled to enforce this agreement by obtaining injunctions and other legal remedies.
- 3.2 This Agreement embodies my entire understanding regarding Confidential Information and Work Product.
- 3.3 The Agreement shall be governed by the laws of Canada.

Contractor/subcontractor/Intern: HAMDY KHALIL Date: April 1, 2014

Signature: [Handwritten Signature]

All inventions, discoveries, or other works of original authorship in which I, _____, now possess title are listed below. All the inventions or other works listed below are excluded from my Confidentiality and Invention Agreement with MWH dated _____, and MWH shall not have any right in them, unless I use them during my Contract period. For any inventions or other works listed in the attachment and used during my Contract period, I grant MWH an irrevocable, nonexclusive, royalty-free, worldwide license, with right to sublicense, to reproduce, modify, distribute, perform and publicly display the invention or other work.

I have ownership rights in the inventions, discoveries, and original works of authorship listed below (if more room is needed, please continue on back of this form as necessary):

Schedule "B"

Letter of Confirmation

To whom it may concern:

MWH Canada, Inc. ("**MWHC**") provided services to the undersigned, Muskrat Falls Corporation ("**MFCo**"), Labrador Transmission Corporation ("**LTA Co**"), Labrador – Island Link Limited Partnership, by its general partner Labrador – Island Link General Partner Corporation ("**LIL LP**") and Labrador-Island Link Operating Corporation ("**LIL Opco**" and together with MFCo, LTA Co and LIL LP the "**Projectco Entities**") pursuant to Agreement No. LC-PM-082 for Independent Engineer and Operating and Maintenance Services for The Lower Churchill Project dated as of August 27, 2012 (the "**IE Agreement**") from August 27, 2012 to December 30, 2016.

The IE Agreement was assigned as of December 30, 2016 due to the acquisition of MWHC by Stantec Inc. and for no other reason. The assignment of the IE Agreement by MWHC was required due to the Acquisition and was not due to any default or failure to perform as required under the terms of the IE Agreement.

The Projectco Entities thank MWHC for its professional work on the The Lower Churchill Project.

[signature page follows]

MUSKRAT FALLS CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation.

LABRADOR – ISLAND LINK LIMITED PARTNERSHIP, by its general partner LABRADOR-ISLAND LINK GENERAL PARTNER CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation.

LABRADOR TRANSMISSION CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation

LABRADOR-ISLAND LINK OPERATING CORPORATION

Per: [Signature]
Name: Peter Hickman
Title: Asst Corporate Secretary

Per: [Signature]
Name: James Meaney
Title: General Manager, Finance

I/we have authority to bind the corporation.

[signature page to Projectco letter of confirmation]