



Lower Churchill Management Corporation
Lower Churchill Project Operations Office
350 Torbay Road, Suite 2
St. John's, NL Canada A1A 4E1

14 November 2016

Growler Energy Limited Partnership
[REDACTED]

Torbay, NL
[REDACTED]

Attention: Greg Fleming

Contract: LC-HR-0024

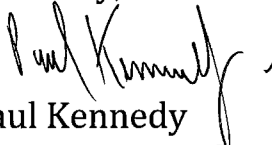
Subject: Agreement Name: Master Services Agreement

Dear Mr. Fleming:

Please find enclosed a fully executed copy of the above referenced Agreement for your information. Please retain this copy for your records.

Contact me with any questions.

Sincerely,



Paul Kennedy
Contracts Coordinator
paulkennedy@lowerchurchillproject.ca
(709) 737-4215

CC: J. MacIsaac

Master Services Agreement

LC-HR-0024

for

Professional Services

for

Lower Churchill Project

Between

Lower Churchill Management Corporation

And

Growler Energy Limited Partnership

TABLE OF CONTENTS

1.0 AGREEMENT DOCUMENTS.....3
 2.0 DEFINITIONS3
 3.0 INTERPRETATION4
 4.0 SCOPE OF WORK5
 5.0 DELAY5
 6.0 EFFECTIVE DATE AND TERM6
 7.0 TERMINATION6
 8.0 FORCE MAJEURE6
 9.0 REMUNERATION6
 10.0 WITHHOLDING, SETOFFS AND DEDUCTIONS7
 11.0 RECORDS AND ACCOUNTS OF COSTS8
 12.0 INDEPENDENT CONSULTANT8
 13.0 CONFLICT OF INTEREST8
 14.0 CONFIDENTIALITY AND PRIVACY8
 15.0 COMPLIANCE WITH LAWS AND PERMITS.....10
 16.0 GOVERNING LAW AND FORUM10
 17.0 LIABILITY AND INDEMNITY.....10
 18.0 INSURANCE11
 19.0 WORKERS' COMPENSATION.....11
 20.0 OWNERSHIP OF WORK11
 21.0 ASSIGNMENT AND SUCCESSORS12
 22.0 NOTICES.....12
 23.0 LANGUAGE.....13
 24.0 DUTY OF CARE.....13
 25.0 ENTIRETY OF AGREEMENT13
 26.0 SURVIVAL13
 27.0 EXECUTION13

APPENDICES:

- Appendix A Scope of Work and Compensation**
- Appendix B Company Supplied Documents**

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador as of the 7th day of November, 2016.

BETWEEN **LOWER CHURCHILL MANAGEMENT CORPORATION**, a body corporate constituted pursuant to the *Corporations Act*, RSNL 1990, c. C-36, as amended, and having its head office at the City of St. John's, Province of Newfoundland and Labrador, (hereinafter referred to as "**Company**") of the first part,

AND **GROWLER ENERGY LIMITED PARTNERSHIP**, a body incorporated under the laws of the Province of Newfoundland & Labrador and having its head office in the Town of Torbay in the Province of Newfoundland & Labrador (hereinafter referred to as "**Consultant**") of the second part.

WHEREAS Company requires the provision of professional services set forth in the Purchase Order(s) authorizing named Personnel (hereinafter called the "Work"); and

WHEREAS Consultant is engaged in the business of performing such services and is prepared to provide the equipment and Personnel required to perform the Work; and

WHEREAS Consultant agrees that Purchase Orders issued referencing this Agreement number shall form part of the Agreement and shall be subject to all of the Agreement terms and conditions;

NOW THEREFORE in consideration of the payments to be made hereunder and the respective covenants, agreements, terms and conditions of the parties hereto, Company and Consultant agree as follows:

1.0 AGREEMENT DOCUMENTS

1.1 The below listed appendices attached hereto shall form part of this Agreement:

- (a) Appendix A Scope of Work and Compensation;
- (b) Appendix B Company Supplied Documents; and
- (c) Purchase Orders.

1.2 In case of a conflict between the main body of this Agreement, the Appendices attached hereto or other items, as referenced in Article 1.2, the order of precedence shall be:

- (a) Main body of Agreement;
- (b) Appendices; and
- (c) Purchase Orders.

2.0 DEFINITIONS

2.1 "Consultant" includes the Consultant as previously designated herein and all of its employees, directors, individual partners, agents, servants, subcontractors, suppliers and subcontractors involved in the execution of the Work.

- 2.2 “Intellectual Property” means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising there from.
- 2.3 “Company” includes the following entities and persons individually and collectively:
- (a) Company as previously designated herein;
 - (b) Company’s other consultants; and
 - (c) the directors, officers, employees, servants, invitees and agents of all of those entities.
- 2.4 “Confidential Information” means all oral, written, electronic, magnetic or optical data and machine-readable information and data which Consultant receives, either directly or indirectly, from Company with the exception of information that:
- (a) was in Consultant's possession prior to the invitation to commencement of the Work and were not previously supplied to Consultant in confidence;
 - (b) become published through some agency other than Consultant or become generally available to the public or are in the public domain;
 - (c) are the same as technical information and data hereafter lawfully acquired by Consultant from third parties not connected with the Work or with the performance of the Work; or
 - (d) were independently developed by receiving party without the use of the confidential information.
- 2.5 “Conflict of Interest” (hereinafter referred to as “Conflict”) means a situation where a person is involved in multiple interests, one of which could possibly corrupt the motivation for an act in the other.
- 2.6 “Purchase Orders” means the document used to approve Personnel under the terms of this Agreement.
- 2.7 “Personnel”, in relation to any person or entity, means the directors, individual partners, officers, employees, non-employed representatives and agents of such person or entity;
- 2.8 “Standard of Prudent Contractor” means good faith performance of contractual obligations and exercising that degree of care, skill, diligence, prudence, workmanship and foresight expected from a skilled and experienced contractor engaged in the same type of undertaking, in similar circumstances or conditions and in compliance with all applicable laws and to the satisfaction of authorities;
- 2.9 “Third Parties” means all persons and entities, which are included in neither Company nor Consultant.

3.0 INTERPRETATION

- 3.1 The doctrine of contra proferentem shall not apply in the interpretation of this document(s) meaning that if there is any ambiguous language in this document it shall not be interpreted more strongly against the party who prepared or drafted the ambiguous language.

- 3.2 The words "include", "includes" and "including" as used in the Agreement are not to be construed as words of limitation.
- 3.3 Article headings are inserted herein for convenience of reference only and shall not form a part hereof for purposes of interpretation.
- 3.4 Wherever, in the Agreement, a number of days are prescribed for any purpose, unless otherwise specified, the days shall be calendar days and shall be reckoned exclusively of the first and inclusively of the last.
- 3.5 The rights and recourse of Company and Consultant contained in the Agreement are cumulative and not in the alternative unless otherwise provided. The exercise of any such rights or recourse shall not constitute a waiver or renunciation of any other rights or recourse.
- 3.6 The illegality or unenforceability of any provision of this Agreement shall in no way affect the legality or enforceability of any other provision hereof. Any illegal or unenforceable provision shall be deemed severed from this Agreement and the remainder of this Agreement shall be construed and enforced as if this Agreement did not contain such illegal or unenforceable provision.

4.0 SCOPE OF WORK

- 4.1 Consultant represents and warrants that it has the required skills and capacity to perform the Work as set forth in Appendix A and the Purchase Order(s) authorizing named Personnel, and covenants that it will perform the Work with all due diligence and in a manner which would normally be employed by a recognized professional performing work of a comparable nature.
- 4.2 Consultant shall report to and carry out the directives of the Company representative, or such other person as shall be designated by Company in writing.
- 4.3 Company shall have the right at any time to order changes in the Work or additional Work. All additional Work or changes to the Work shall be governed by the provisions of this Agreement subject to the amendment of this Agreement or the Purchase Order(s) authorizing Personnel, if required, upon mutual agreement of the parties. No additional Work or changes in the Work shall be implemented by Consultant unless such additional Work or changes in the Work, and the associated costs, have been approved by Company in writing.
- 4.4 In no event shall Consultant utilize an agent or a subcontractor to perform the Work without the prior written consent of Company.

5.0 DELAY

- 5.1 Where either party is aware of an event or any circumstances which are delaying or are expected to delay the performance of the Work, that party shall give written notice to the other party of the particulars of the cause and the expected length of the delay and the steps that the party intends to take to mitigate the effects of the delay.

6.0 EFFECTIVE DATE AND TERM

6.1 Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the 7th day of November, 2016 (hereinafter called the "Effective Date"). Agreement term may be extended as mutually agreed in writing.

7.0 TERMINATION

7.1 While Greg Fleming is authorized to perform Work under an issued Purchase Order, Company shall have the right at any time to terminate: (a) this Agreement or Greg Fleming by giving Consultant at least ninety (90) days' written notice prior to the date of such termination; and (b) other Consultant's Personnel previously authorized by a Purchase Order, by giving Consultant at least seven (7) days' written notice prior to the date of such termination. When Greg Fleming is no longer performing Work under an issued Purchase Order, Company shall have the right at any time to terminate this Agreement or other Consultant's Personnel previously authorized by a Purchase Order, by giving Consultant at least seven (7) days' written notice prior to the date of such termination.

7.2 The termination shall not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations, which may have arisen during the Term hereof.

7.3 Company shall not be liable for any losses or damages of any kind suffered by Consultant on account of the termination.

8.0 FORCE MAJEURE

8.1 Neither party shall be considered in default in the performance of any of its obligations hereunder to the extent that performance of any such obligations is delayed, hindered, or prevented by force majeure.

8.2 Force majeure shall be any cause beyond the control of the party pleading it which such party could not reasonably have foreseen and guarded against.

8.3 Force majeure includes acts of God, floods, earthquakes, strikes, fires, riots, incendiarism, interference by civil or military authorities, compliance with the regulations or order of any government authority, acts of war (declared or undeclared) and civil disobedience, provided that such cause could not reasonably have been foreseen and guarded against by it.

9.0 REMUNERATION

9.1 Unless otherwise stated herein or in the Purchase Order(s), Consultant shall be paid in Canadian funds for performing the Work in accordance with the terms and conditions outlined in Appendix A – Scope of Work and Compensation and the Purchase Order(s) and subject to the holdback provisions and setoff provisions of Article 10.

- 9.2 Company shall have no obligation to pay Consultant for any goods or services not approved by Company.
- 9.3 No overtime shall be paid for by Company unless so authorized in writing by Company.
- 9.4 Consultant shall submit one (1) original invoice accompanied by relevant supporting documentation (approved timesheets, receipts, etc.) to Company at the beginning of each month for each Purchase Order issued under the terms of this Agreement for the Work completed during the previous month. Invoices shall bear the Purchase Order number.
- 9.5 Consultant shall present its invoices to Company's office at:

Lower Churchill Management Corporation

Re: Lower Churchill Project
 350 Torbay Road Plaza, Suite No. 2
 St. John's, NL, A1A 4E1

Attention: Accounts Payable - LCMC

- 9.6 Consultant's invoice shall identify separately the total amount of Goods and Services Tax or Harmonized Sales Tax ("GST/HST") applicable to the invoice value, and shall indicate on the invoice the Consultant's GST/HST Registration Number. Company will be under no obligation to pay GST/HST on invoices unless the Consultant provides its GST/HST Registration Number on the invoice. In the event Consultant does not invoice Company for GST/HST, Consultant shall indicate on the invoice the basis upon which Consultant is exempt from the obligation to collect GST/HST.
- 9.7 Within thirty (30) calendar days after receipt of such invoice, Company shall, after any appropriate adjustments and subject always to possible further verification and correction, pay Consultant for such monthly invoices.
- 9.8 When converting from a foreign currency into Canadian, or vice-versa, for the purposes of invoicing, the Bank of Canada exchange rate on the invoice date shall apply. A printout from the Bank of Canada website, which demonstrates the rate, shall be included with the invoice.

10.0 WITHHOLDING, SETOFFS AND DEDUCTIONS

- 10.1 Company shall be entitled to withhold payment or to deduct from Consultant's compensation to the extent necessary to protect Company in respect of:
- (a) invoiced amounts reasonably disputed by Company;
 - (b) failure of Consultant to make payments promptly to subcontractors, governing agencies, agents, or suppliers;
 - (c) liens or claims filed, or reasonable evidence indicating to Company the probability of claims or liens being filed, with respect to the Work; and
 - (d) as permitted or required by law or as expressly provided in Article 10, Article 19, Appendix A – Scope of Work and Compensation, or elsewhere in this Agreement.

- 10.2 Any indebtedness of Consultant to Company, or to a parent, subsidiary or affiliate of Company may, in the sole discretion of Company, be setoff by Company against any indebtedness of Company to Consultant hereunder.
- 10.3 Company may deduct from Consultant's compensation, the amount, if any, of Consultant's required contributions to the Workplace Health Safety and Compensation Commission (WHSCC), Canada Pension Plan and Employment Insurance Commission, where Company, in its sole discretion, determines that such amounts may be assessed against Company, and Company shall remit such amounts to the appropriate authorities on Consultant's behalf.
- 10.4 If Company is required by the Canada Customs and Revenue Agency, or if Company, in its sole discretion, determines that it is required by Canada Customs and Revenue Agency to withhold from any monies due to Consultant hereunder, any amount required under Canadian income tax legislation, then Company shall withhold such amount. Company shall not be liable for any costs or interest to Consultant as a result of withholding as specified herein.

11.0 RECORDS AND ACCOUNTS OF COSTS

- 11.1 Consultant shall keep and maintain complete and accurate records of costs incurred with respect to the Work, and maintain books and accounts in accordance with generally accepted accounting procedures, principles and practices respecting all matters pertinent to this Agreement or Purchase Order(s) referred hereto. Company shall have the right to access and audit the aforementioned records with seven (7) days written notice.

12.0 INDEPENDENT CONSULTANT

- 12.1 In the performance of the Work, Consultant shall operate as an independent Consultant. Nothing in this Agreement will be construed to constitute Consultant as an agent, employee, servant or subcontractor of Company.
- 12.2 Consultant shall indemnify and hold Company harmless from all costs and expenses arising out of any claim or liability by reason that Consultant is considered an agent, servant, or employee or subcontractor of Company.

13.0 CONFLICT OF INTEREST

- 13.1 The Consultant confirms that it is not currently subject to any mandate, which would be in Conflict with Company's interest. On an ongoing basis Consultant shall not, and shall ensure that its Personnel shall not, accept a mandate which would put it/them in Conflict with Company's interests. In the event of any such Conflict of Interest, it will be immediately communicated to Company and resolved to Company's satisfaction.
- 13.2 Notwithstanding Article 7, if Company determines Consultant or any of its Personnel is/are operating in a fashion that is in a Conflict with Company, Company may at its sole discretion immediately terminate this Agreement or such Personnel.

14.0 CONFIDENTIALITY AND PRIVACY

- 14.1 Consultant shall use the Confidential Information for the Work only and shall hold the Confidential Information in confidence at all times and not use or disclose it to anyone without Company's prior written approval, which approval may be withheld at Company's sole discretion.
- 14.2 Consultant may disclose the Confidential Information to those of its employees, agents, servants or subcontractors to whom disclosure is required by Consultant for the Work, and shall ensure each such employee, agent, servant or subcontractor are informed of the confidential nature of the Confidential Information and that all such employees, agents, servants and subcontractors at all times comply with the obligations under this Article 14.
- 14.3 Unless permitted or requested by Company in writing, Consultant shall not disclose to any third party or use for any other Work, any of the materials prepared or developed by Consultant in the performance of the Work, including documents, calculations, maps, sketches, notes, reports, data, models and samples which shall become property of Company in accordance with Article 20.0.
- 14.4 It is not Company's desire to be afforded access to Consultant's or any of Consultant's agent's or subcontractor's or any other third party Confidential Information. Therefore, Consultant shall ensure that any information, which Consultant supplies or arranges to have supplied to Company, shall not be subject to any obligation of confidentiality. Company shall not be liable for any use or disclosure of such information, and Consultant shall hold Company harmless against any liability arising from such use or disclosure.
- 14.5 Consultant shall use all personal information collected, received, handled or processed by it under this Agreement on behalf of Company (hereinafter referred to as "Personal Information") only for the Work, and shall not, for any reason, use the Personal Information for other, or its own works. In accordance with Article 11.0, Company shall have the right to audit or review Consultant's processes and procedures to ensure that the Personal Information is not being collected, used or disclosed in an unauthorized manner, and that the provisions of this Agreement are being fully complied with.
- 14.6 If a party is required to disclose Confidential Information in order to comply with a law, statute, regulation, standard, code, order, directive or other rule from any governmental or regulatory body or other duly constituted public authority having jurisdiction over the party or the Work or legally binding order of any court it shall first give notice of such requirement to disclose the Confidential Information with full particulars of the proposed disclosure.
- 14.7 All publicity releases or advertising dealing with the Work shall be submitted for approval of Company prior to release to the news media.
- 14.8 Company is subject to the Access to Information and Protection of Privacy Act, Statutes of Newfoundland and Labrador, 2002 Chapter A-1.1 (hereinafter referred to as the "ATIPP Act"), and consequently the public has a right of access to Company's records.
- 14.9 If requested by Company, whether prior to or after the expiry or earlier termination of this

Agreement, Consultant shall promptly deliver to Company all Confidential Information in custody possession or control of Consultant and destroy any electronic copies and backups of Confidential Information.

- 14.10 Although section 27 of the ATIPP Act and section 5.4 of the ECNL Act provide exceptions, which may sometimes be enforceable when access to information relating to a third party is requested, there may be instances when Company is required to provide a member of the public with access to such information.
- 14.11 Company shall not be liable for any claims, costs, losses or damages experienced by Consultant as a result of Company release of information to another party pursuant to the provisions of the ATIPP Act or due to any other legal requirements.
- 14.12 Notwithstanding anything else stated herein and with respect to the Confidential Information Consultant agrees that Company will be irreparably damaged if any provision of Article 14.0 is not performed by the Consultant in accordance with its terms and that monetary damages may not be sufficient to remedy any breach by the Consultant of any term or provision of this Agreement and the Consultant further agrees that the Company shall be entitled to equitable relief, including injunctive and specific performance, in the event of any breach hereof and in addition to any other remedy available at law or in equity.

15.0 COMPLIANCE WITH LAWS AND PERMITS

- 15.1 Consultant shall be required to comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect and shall ensure that its subcontractors, employees and agents likewise comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect during the term of the Agreement.

16.0 GOVERNING LAW AND FORUM

- 16.1 The Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and every action or other proceeding arising hereunder shall be determined exclusively by a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to the right of appeal up to the Supreme Court of Canada where such appeal lies.

17.0 LIABILITY AND INDEMNITY

- 17.1 Consultant shall be responsible for any faults or errors in its performance of the Work, provided that such faults or errors do not arise from inaccurate or defective information furnished by Company, its agents, employees or servants. Consultant shall, at its own expense, re-perform any services that Company determines, acting reasonably, are deficient, substandard, or do not meet the requirements of the task communicated by Company to Consultant.

17.2 Consultant shall indemnify and hold harmless Company from and against any loss or damage arising directly or indirectly from Consultant's performance, part performance or non-performance of the Work except losses or damages resulting from the act or omission of an employee, agent or representative of Company in the exercise of their duties within the scope of their employment.

18.0 INSURANCE

18.1 Company shall carry insurance with respect to the Work consistent with its normal policies and practices and shall require its Consultants to maintain insurance, at Consultant's expense, as required by law and satisfactory to Company with respect to the performance of the Work. At a minimum the Consultant shall be required to carry the following insurance;

- a. Automobile Liability Insurance which shall cover all licensed vehicles, owned, non-owned, hired or leased for an amount not less than one million (\$1,000,000.00) dollars for any one occurrence involving bodily injury and/or property damage.
- b. Commercial General Liability Insurance for an amount not less than one million (\$1,000,000.00) dollars for any one accident or occurrence. Such insurance shall include Company additional insured and contain a cross liability clause.
- c. Not used.

18.2 Consultant shall provide Company with proof of the insurance coverage which it is required to maintain in full force and effect during the performance of the Work.

19.0 WORKERS' COMPENSATION

19.1 Consultant shall pay all assessments due under the relevant Workers' Compensation legislation. Prior to commencing the Work or upon the request of Company, Consultant shall obtain and deliver to Company a certificate or certificates establishing that it is in good standing with the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador and with the comparable board or commission of any other province having jurisdiction in connection with Consultant's performance of the Work.

20.0 OWNERSHIP OF WORK

20.1 All Intellectual Property, prepared or caused to be prepared by Consultant in connection with the Work shall become the property of Company and shall be delivered to Company upon completion of the Work or upon earlier termination of this Agreement. Consultant shall have the right to retain a copy of all such documents and to make use of them in the course of its general business, with Company's consent. Consultant shall not divulge, release or publish same, or any part thereof without the prior written permission of Company. Nevertheless, Consultant shall have the right to have access to all such original documents at any time during the life of the Work for purposes connected with the Work.

20.2 Title to the Work (or any part) performed, including all Consultant’s documentation related to the Work, shall vest in Company as and when performed or prepared. Title to any items free issued to Consultant by Company shall always remain vested in Company.

21.0 ASSIGNMENT AND SUCCESSORS

21.1 Company may assign this Agreement to third parties without the consent of the Consultant.

21.2 Consultant shall not assign this Agreement nor subcontract the Work in part or in whole without the prior written consent of Company. Consent to assign or subcontract the work will not relieve the Consultant of any of its liabilities or obligations under this Agreement.

21.3 Consultant is not permitted to create any contractual relationship between a third party and Company.

21.4 The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

22.0 NOTICES

22.1 All notices shall be addressed as follows or to such other address as either of the parties shall designate by written notice.

COMPANY:

Lower Churchill Management Corporation
 Re: Lower Churchill Project
 350 Torbay Road Plaza, Suite No. 2
 St. John's, NL
 A1A 4E1

Attention: Paul Kennedy
 Email: paulkennedy@lowerchurchillproject.ca
 Phone (709) 737-4215
 Fax: (709) 754-0787

CONSULTANT:

Growler Energy Limited Partnership
 [REDACTED]
 Torbay, NL

[REDACTED]

Attention: Greg Fleming
 Email: greg@growlerenergy.com
 Phone (709) [REDACTED]

23.0 LANGUAGE

23.1 The language of this Agreement shall be English and all communications and dealings under and with respect to this Agreement shall be conducted in the English language.

24.0 DUTY OF CARE

24.1 Consultant agrees to use reasonable care, skill, competence and judgment in the performance of the Work hereunder which are generally consistent with the Standard of Prudent Contractor.

25.0 ENTIRETY OF AGREEMENT

25.1 This Agreement constitutes the entire agreement between the parties and shall govern the relationship of the parties with respect to the Work. It supersedes all other agreements, either written or verbal, between the parties.

26.0 SURVIVAL

26.1 The following provisions of this Agreement shall survive the termination or expiration of this Agreement and remain in full force and effect: Articles 3.0, 7.0, 9.0, 10.0, 11.0, 12.0, 14.0, 15.0, 16.0, 17.0, 20.0, 22.0 and 23.0.

27.0 EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

LOWER CHURCHILL MANAGEMENT CORPORATION

Per: Paul Kennedy
Title: CONTRACTS MGR

GROWLER ENERGY LIMITED PARTNERSHIP

Per: John Flery
Title: President & CEO

Per: John McChesney
Title: VP Power Supply
10 Nov 2016.

Per: Chad Ruck
Title: VP Business Development.

Growler Energy Inc. in its capacity as general partner for and on behalf of Growler Energy LP.

APPENDIX A

SCOPE OF WORK AND COMPENSATION

1.0 Scope of Work:

1.1 Consultant has been contracted to provide project management and specialist consulting as required by Company for the Power Supply portion of the Lower Churchill Project. Project management and specialist support will supplement the existing in place organizations and will include, but not be limited to:

- Labrador Island Link HVDC transmission line and HVAC transmission (Component 4);
- HVDC Specialties (Component 3);
- Strait of Belle Isle Marine Crossing;
- Other project works as required by Company; and
- Consultant shall provide agreed (named) Personnel to provide professional services as determined in the Role / Scope description as specified in the Purchase Order(s).

1.2 Consultant's Personnel as supplied via an issued Purchase Order(s) shall strictly adhere to Article 13.0 (Conflict of Interest). Consultant's Personnel shall excuse themselves from the decision making process associated with the hiring of any candidate who is being offered, or may be provided, by the Consultant and who may report directly to any such Consultant's Personnel. Additionally, Consultant's Personnel shall excuse themselves from the decision making process associated with the renewal and or demobilization of any other Consultant's Personnel who may report directly to any such Consultant's Personnel.

2.0 Reporting and Deliverables:

2.1 Consultant is required to submit weekly timesheets of its Personnel in the Company timekeeping database. Consultant and Consultant Personnel shall not approve any such timesheets on behalf of Company.

3.0 Compensation:

3.1 Company shall reimburse Consultant for all matters relating to and associated with performance of the Work. All sums, rates, prices, terms and conditions stated in the Purchase Order(s) referred hereto shall be deemed to include, without limitation, all Consultant's costs for all matters relating to and associated with the performance of Work. The rates and prices stated herein are fully inclusive of all costs and expenses incurred in connection with Consultant's performance of the Work hereunder. Only those rates/prices specifically identified shall be paid by Company to Consultant and costs not identified are deemed to be included in the rates and prices stated herein.

3.2 All activities performed by Consultant's corporate staff or any other corporate activities associated with the Work, or any part thereof, shall not be subject to reimbursement by Company. Such non-reimbursable costs are deemed to be included in the sums, rates, prices and conditions contained in this Appendix or in the Purchase Order(s) referred hereto.

3.3 All sums, rates, prices, terms and conditions stated herein in the Purchase Order(s) referred

hereto shall be deemed fully inclusive of Consultant costs associated with premiums, renewals or liabilities which Consultant is obligated to pay or bear liability for in accordance with the insurance and indemnity provisions stated in Articles of this Agreement.

3.4 Personnel

The terms and condition contained in this Professional Services Agreement (Agreement) will apply to all Work performed by Consultant during the Agreement term. Company will issue separate Purchase Orders, referencing the terms herein, approving individual Personnel. Consultant will be reimbursed for actual days worked by approved Personnel as supported by timesheets approved by Company. Consultant shall be reimbursed at the Rates referenced in the Purchase Order(s) for approved Personnel.

The day rate is based on a professional working day consisting of eight (8) working hours per day (usually between 8:00AM – 5:00PM) in the St. John’s project office, including casual overtime. Prior approved overtime worked; in excess of the professional work day, on weekends, statutory holidays, or other special work circumstances including periods of travel as decided by the Company Representative, will be billed at a prorated day rate. No overtime or premium rates shall apply.

3.5 Travel Expenses

Company approved travel expenses will be reimbursed at actual cost as supported by approved travel authorization, expense claim and receipts as appropriate. All travel shall be in accordance with Lower Churchill Project - Standards for Business Travel, and associated corporate policies, as revised.

Domestic travel per diems (including HST/GST) at time of Agreement execution are as follows. The incidental component of the per diem is only reimbursable when an overnight stay is required.

Island of Newfoundland		Labrador and Other Domestic	
Breakfast	\$12.00	Breakfast	\$13.00
Lunch	\$17.00	Lunch	\$18.00
Dinner	\$25.00	Dinner	\$26.00
Incidentals	\$ 8.00	Incidentals	\$ 8.00
TOTAL	\$62.00	TOTAL	\$65.00

International travel per diems will be in accordance with Canadian Federal Treasury Board Guidelines for the relevant city / country.

3.6 Escalation

At the discretion of Company, day rates will be subject to consideration of escalation annually in accordance with the percentage of change in the 'Consumer Price Index (CPI) - All-Items,

Newfoundland and Labrador' over the previous year. If Company grants escalation in a given year, it shall in no case be less than 1% or greater than 5% and shall be applied on the anniversary date of the Agreement.

APPENDIX B

COMPANY SUPPLIED DOCUMENTS

1. Standard for Business Travel
2. Policy on Appropriate use of Business Vehicles
3. Code of Conduct and Business Ethics Handbook
4. Site Handbook
5. Respectful Workplace Standard
6. Drug & Alcohol Standard