

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Nelson Mullins Riley & Scarborough LLP, Suite 900 104 South Main Street, Greenville, South Carolina, 29601	2. Registration No. 5928
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3. Name of foreign principal Province of Alberta	4. Principal address of foreign principal Alberta Sustainable Resource Development 11th Floor, Petroleum Plaza, South Tower, 9915-108 Street Edmonton, Alberta, T5K 2G8
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Alberta Sustainable Resource Development
- b) Name and title of official with whom registrant deals
Eric J. McGhan, Deputy Minister

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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2010 AUG 23 PM 12:18

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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2010 AUG 23 PM 12:18

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A 8-23-10	Name and Title Thomas M. Sullivan Of Counsel	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant
Nelson Mullins Riley & Scarborough LLP

2. Registration No.
5928

3. Name of Foreign Principal
Province of Alberta

NSD/CES/REGISTRATION UNIT
200 AUG 23 PM 12:18

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Protecting and improving the Alberta Forest Industry's access to the United States market..

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Schedule A included in agreement between registrant and foreign principal, attached to this exhibit.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Represent the Province of Alberta before elected officials at a state and federal level. Involvement with elected officials and government personnel on government policies that impact the Alberta Forest Industry's access to the United States market.

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2010 AUG 23 PM 12:18

Date of Exhibit B 8-23-10	Name and Title Thomas M. Sullivan Of Counsel	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT # 11-0009 made this 13th day of August 2010.

BETWEEN:

**Her Majesty the Queen in right of Alberta,
as represented by the Minister of Sustainable Resource Development
(hereinafter referred to as the "Crown")**

- and -

**Nelson Mullins Riley & Scarborough LLP
Poinsett Plaza
Suite 900, 104 South Main Street
Greenville, South Carolina
29601
(here in after referred to as the "Contractor")**

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2010 AUG 23 PM 12:18

The Parties agree as follows:

- DAM*
1. The Crown hereby engages the Contractor to perform and deliver, and the Contractor agrees to perform and deliver the services set out in Schedule A in connection with protecting and improving the Alberta Forest Industry's access to the United States market (the "Services").
 2. The services of the Contractor shall be performed to the specifications and satisfaction of the Crown.
 3. The Crown and the Contractor may be referred to as the Party if singular, or collectively as the Parties.

DEFINITIONS

4. In this Agreement:
 - (a) "Agreement" includes Schedule A.
 - (b) "Business Day" means 8:15 am to 4:30 pm (MST) in Alberta from Monday through Friday excluding holidays observed by Her Majesty the Queen in right of Alberta.
 - (c) "Change Request" is a written request from the Contractor to the Crown to consider whether certain Services or Materials are or are about to be outside the scope of this Agreement.
 - (d) "Confidential Information" means Crown Confidential Information and Contractor Confidential Information.
 - (e) "Confidentiality Legislation" means any statutory or regulatory requirement, as amended, revised or substituted from time to time, to keep information confidential including the *Freedom of Information and Protection of Privacy Act of Alberta*.
 - (f) "Contractor Confidential Information" means information, supplied in confidence, concerning the Contractor and/or third parties or any of the business or activities of the Contractor and/or third parties and which is acquired by the Crown as a result of participation in this Agreement.

- John*
- (g) "Crown Confidential Information" means any information concerning the Crown and/or third parties or any of the business or activities of the Crown and/or third parties acquired by the Contractor as a result of participation in this Agreement, which is required by any Confidentiality Legislation to be kept confidential by the Crown or is supplied by the Crown or third parties in confidence including, but not limited to, such information that is contained in data management systems of the Crown or is financial, personal data or business information and plans of or relating to the Crown or third parties.
 - (h) "Materials" include all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, documents, writings, programs, data or any components of these, regardless of how they are represented, stored, produced, or acquired that are to be created and delivered under this Agreement and are as described elsewhere in this Agreement.
 - (i) "Personal Information" means recorded information about an identifiable individual, including:
 - (i) the individual's name, home or business address or home or business telephone number;
 - (ii) the individual's race, national or ethnic origin, color or religious or political beliefs or associations;
 - (iii) the individual's age, sex, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health and health care history including information about a physical or mental disability;
 - (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
 - (viii) anyone else's opinions about the individual; and
 - (ix) the individual's personal views or opinions, except if they are about someone else.
 - (j) "Services" include the functions, duties, tasks, and responsibilities as described in this Agreement.

TERM

- 5. The Agreement term will become effective August 15, 2010 and terminate on August 14, 2011. The Agreement will be reviewed by both parties six months into the term and adjustments to the agreement may be proposed by either party but must be agreed to by both. The term of this Agreement may be renewed subject to such terms and conditions as may be agreed to by the Parties and provided that the Crown is satisfied with performance of the Contractor.

PAYMENT

- 6. The Parties agree to the following payment terms:
 - (a) The Crown agrees to pay the Contractor up to a total amount of \$240,000 US, exclusive of reasonable travel expenses and other reasonable disbursements in accordance with the following:
 - (i) Upon signing of this Agreement, the Contractor shall be paid a fee of \$20,000 US for services to be provided under this agreement.

- (ii) The Contractor shall be paid further fees of \$20,000 US on the fifteenth of each successive month for the balance of the contract term.
- (iii) The Contractor will provide the Crown with a monthly report containing a summary of the services performed in the previous month including outcomes achieved or recommendations as appropriate.
- (b) The Crown certifies that the purchaser of the property and/or services provided described in this agreement is the Government of Alberta or a listed tax-free Government of Alberta Agency and the purchaser is therefore not subject to the Goods and Services Tax or the Harmonized Sales Tax. The Government of Alberta's GST Registration Number is 124072513.
- (c) Payments of the Contractor's invoices for costs exceeding retainer fees are subject to approval by the Crown. The Crown shall not be required to approve payment of the Contractor's invoice until the Services have been completed to the specifications and satisfaction of the Crown.
- (d) The Crown shall reimburse the Contractor's reasonable travel expenses and other reasonable disbursements incurred in performing the Services upon the Contractor providing the Crown with an invoice and supporting documentation.
- (e) The Crown may reject any Services or Materials which are not in accordance with the provisions of this Agreement and the Contractor shall remedy those matters to the Crown's satisfaction at the Contractor's expense.

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NON-ASSIGNABILITY

7. The Contractor shall not assign, subcontract or otherwise dispose of any of its rights, obligations or interest in this Agreement, without first obtaining the written approval of the Crown.

STATUTORY COMPLIANCE

8. The Contractor shall:
- (a) comply with the provisions of all laws, now in force or in force after the signing of this Agreement, that expressly or by implication apply to the Contractor in performing the Services.
- (b) pay when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Contractor in performing the Services.

MATERIALS OWNERSHIP

9. (a) Ownership in all Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Agreement by the Contractor, the Contractor's employees, subcontractors or agents belongs to the Crown as they are made, prepared, developed, generated, produced or acquired. The Materials shall be delivered to the Crown upon completion or termination of this Agreement.
- (b) The Contractor irrevocably waives in whole all moral rights, and shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights, to the materials made, prepared, developed, generated, produced, or acquired under this Agreement and declares that these waivers shall operate in favour of the Crown and the Crown's assignees and licensees.

CONFIDENTIALITY

10. The Contractor, the Contractor's employees, subcontractors and agents shall:
- (a) keep strictly confidential all information concerning the Crown, or third parties participating in any of the business or activities of the Crown, or third parties otherwise participating in this Agreement; and
 - (b) only use, copy or disclose such information as necessary for the performance of the Services or upon written authorization of the Crown.
11. Information protection and disclosure:
- (a) All information provided by either Party to the other Party is subject to the disclosure and protection provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), ("the FOIP Act"). The FOIP Act allows any person a right of access to records in the Crown's custody or control, subject to limited and specific exceptions as set out in the FOIP Act.
 - (b) The Contractor may identify those parts of any submission from the Contractor to the Crown that the Contractor considers confidential and the Contractor may identify the harm that could reasonably be expected from disclosure. The Crown does not warrant that this identification will preclude disclosure if disclosure to third parties is determined to be required under the FOIP Act.
 - (c) Deliverables produced by the Contractor, which are the property of the Crown under the Agreement, could be considered records under the control of a public body and could therefore also, be subject to the FOIP Act before delivery to the Crown.
12. (a) The Contractor and the Contractor's employees, subcontractors and agents shall, subject to any Confidentiality legislation requirement:
- (i) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the Crown, any Crown Confidential Information;
 - (ii) adhere to security standards for Crown Confidential Information, including control of access to data and other information, using the same care and discretion the Crown follows for its own Confidential Information, as specified in this Agreement. The Crown shall provide the Contractor with notice of any changes to these standards. If changing the security standards for Crown Confidential Information increases the Contractor's costs the Contractor may submit a Change Request.
- (b) Prior to allowing any third party, other than Contractor's subcontractors or agents, access to hardware, including loaner or replacement hardware used by the Crown, the Crown's employees, subcontractors or agents, the Contractor shall:
- (i) determine whether the hardware contains any information or software as a result of such use; and
 - (ii) contact and follow the instructions of the Crown if such information or software is present.
- (c) The Contractor shall identify any and all Contractor Confidential Information and specify in writing to the Crown what harm could reasonably be expected from its disclosure. The Crown does not warrant that this identification will preclude disclosure of the Contractor Confidential Information if disclosure is determined to be required under the Confidentiality Legislation.

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- (d) Confidential Information must be kept confidential the longer of six (6) years, the Confidentiality legislation requirement, if any, to keep Confidential Information confidential, or so long as the party retains Confidential Information of the other party.
 - (e) The Contractor shall return to the Crown or destroy any Crown Confidential Information within thirty (30) days of this Agreement being completed or terminated. Further, if such information is in electronic format in hardware of the Contractor or of its employees, subcontractors or agents, that information shall be dealt with in accordance with this agreement.
 - (f) The Contractor may disclose Crown Confidential Information to:
 - (i) employees of the Contractor and any corporation, company or other entity that it controls or controls it who have a need to know;
 - (ii) the Contractor's subcontractors and agents who have a need to know provided that the Contractor has a similar confidentiality agreement with them as required of the Parties by this clause; and
 - (iii) anyone else with the Crown's prior written consent.
13. The Contractor shall return to the Crown or destroy any Crown Confidential Information within thirty (30) days of this Agreement being completed or terminated. Further, if such information is in electronic format in hardware of the Contractor or of its employees, subcontractors or agents, that information shall be dealt with in accordance with this Agreement.
14. Notwithstanding anything in this Agreement the Contractor or the Contractor's employees, subcontractors and agents shall immediately notify the Crown in writing of any subpoenas, motions, applications or orders (the "applications") issued by a court or other body of the United States regarding disclosure of any Crown Confidential Information. The Contractor shall indemnify the Crown for any liability and legal or other costs incurred by the Crown as a result of the failure of the Contractor to provide immediate written notice as proved herein. This clause shall survive the conclusion or termination of this Agreement.

THIRD PARTY CLAIMS

15. The Contractor shall indemnify and hold harmless the Crown and the Crown's employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence, or wilful acts by the Contractor, or the Contractor's employees, subcontractors or agents. This section shall survive this Agreement.

INSURANCE

16. The Contractor is responsible for obtaining insurance as the Crown does not have insurance covering the Contractor.

17. (a) The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance in an amount not less than \$2 Million inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall be endorsed to provide to the Crown with 30 days advance written notice of cancellation or material change restricting coverage. Evidence of adequate coverage in the form of a detailed certificate of insurance shall be promptly provided at any time requested by the Crown.
- (b) The Contractor shall, at its own expense, obtain such additional insurance policies and coverage as the Crown reasonably requests from time to time.
- (c) The Contractor acknowledges that no representation or warranty of any kind is made by the Crown as to the completeness or suitability of this insurance and the contractor shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements, and to cover its obligations under this Agreement.

INDEPENDENT CONTRACTOR

18. The Contractor is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, lessor, lessee, partner, employee or agent of the Crown. Therefore, the Contractor shall not represent itself as such to any third party.

NOTICES

19. Any notice, information or document required to be given under this Agreement (the "notice") shall be in writing and shall be deemed to have been given if it is personally delivered, sent by facsimile, email, regular or registered mail to the party to whom it is intended. The address of either Party maybe changed to any other address by notice in writing to the other Party.

Any notice:

- If personally delivered shall be deemed to have been received on the date of delivery, or
- If forwarded by facsimile shall be deemed to have been received on the Business Day next following dispatch and with acknowledgement of receipt having been recorded by the sender's facsimile machine, or
- If by email, shall be deemed to have been received when it becomes capable of being retrieved and processed by the addressee, or
- If by regular mail shall be deemed to be have been received eight working days after being mailed, or
- If by registered mail shall be deemed to have been received on the day of the dated of the receipt which purports to be signed by the Party.

All notices must be forwarded to the following addresses:

To the Crown:

Alberta Sustainable Resource Development
Attention: Eric J. McGhan, Deputy Minister
11th Floor, Petroleum Plaza, South Tower
9915 -108 Street
Edmonton, Alberta
T5K 2G8

Phone: 780-427-1799
Facsimile: 780-415-9669
Email: eric.mcghan@gov.ab.ca

To the Contractor:

Nelson Mullins Riley & Scarborough LLP
Attention: David H. Wilkins, Partner
Poinsett Plaza, Suite 900
104 South Main Street
Greenville, South Carolina
29601

Phone: 864-250-2231
Facsimile: 864-250-2925
Email: david.wilkins@nelsonmullins.com

EARLY TERMINATION

20. Notwithstanding anything in this Agreement, the Crown may at any time by notice in writing terminate this Agreement immediately in whole or in part, with or without cause, by giving the Contractor written notice in which event the Contractor shall have no claim against the Crown by reason of such termination.
21. If this Agreement is terminated all Materials made, prepared, developed generated, produced or acquired by the Contractor, the Contractor's employees, subcontractors or agents under this Agreement are the property of the Crown; and the Crown shall only have to pay the Contractor for the Services completed and expenses incurred to the satisfaction of the Crown up to the time the Contractor receives the termination notice.

If the status of the Contractor changes in respect of ownership and control, technical or financial competence, location of the work place or in any other way which prejudices this Agreement, the Contractor shall immediately notify the Crown at which time the Crown may in its sole and unfettered discretion terminate this Agreement without delay and without any repercussions whatsoever.

FORCE MAJEURE

22. Neither the Contractor nor the Crown shall be deemed to be in default of its obligations under this Agreement if and for so long as any delay or non-performance is directly or indirectly caused by or results from events of Force majeure beyond the control of that Party. These events shall include, but not be limited to strikes, civil disturbances, war, fires, acts of god and acts of any government or branch or agency thereof other than any Party hereto.

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CONFLICT OF INTEREST

23. (a) The Contractor and the Contractor's employees, subcontractors and agents shall:
- (i) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
 - (ii) not influence, seek to influence or otherwise take part in a decision of the Crown, knowing that the decision might further their private interests;
 - (iii) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes or would appear to cause a conflict of interest; and
 - (iv) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this agreement, and if such financial interest is acquired during the term of this Agreement, the Contractor shall promptly declare it to the Crown.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance under this Agreement, the contractor shall immediately disclose such matter to the Crown in writing. Upon making such disclosure the Contractor shall not commence or continue performance of the Services, without the written consent of the Crown. If the Crown is of the opinion the Contractor is in a conflict of interest as a result of the Contractor's notice or as a result of any other information brought to the Crown's attention, the Crown may terminate this Agreement.

REPRESENTATIONS AND WARRANTIES

24. The Contractor represents and warrants that:
- (a) it has the right and authority to enter into and perform its obligations under this agreement without the consent of any third party and without violating the rights of any third party and it will perform all of its obligations under this Agreement;
 - (b) it is not aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance under this Agreement

SURVIVAL OF TERMS

25. Despite any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including those clauses pertaining to:
- (a) Material Ownership
 - (b) Confidentiality
 - (c) Records
 - (d) Third Party Claims
 - (e) Notice of applications for disclosure of Crown Confidential Information

ACCESS TO RECORDS

26. For the life of this agreement and for one (1) year following the completion of the services authorized in this agreement, and upon providing written notice, the Crown shall, at any time, be provided full and unhindered access to inspect or copy in any manner whatsoever all files, data, correspondence, books and accounting records and all other material relating to the performance of this agreement as held by the Contractor.
27. The Contractor agrees to cooperate and respond to any reasonable request of the Crown for access or copying of the records and answer any reasonable questions related thereto. The Crown shall bear the costs of copying.
28. The Crown may retain any copies taken therefrom so long as it should deem appropriate.
29. The Contractor will make any and all records available to the Crown.
30. Any inspections or examination by the Crown of the Contractor's documents shall be completed within one year following the aforementioned one (1) year period.

GENERAL

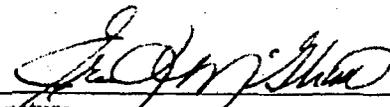
31. The Contractor shall
 - (a) ensure that its employees comply with the provisions of this Agreement, and
 - (b) contract with its subcontractors and agents to comply with the provisions of this Agreement.
32. Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Agreement.
33. Each Party acknowledges and agrees that they have been given full opportunity to seek independent legal advice to the full extent deemed necessary by it and that they have not acted under any duress or undue influence in the negotiating, preparation and execution of this Agreement.
34. Time is of the essence of this Agreement.
35. This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and not other understandings or agreements verbal or otherwise exist between the Parties. The Parties shall not change this Agreement except by written agreement.
36. The rights, remedies and privileges of the Crown under this Agreement are cumulative and any one or more may be exercised.
37. No condoning, excusing or overlooking by either Party of any default by the other Party at any time or times in performing or observing either of the Parties' respective obligations and responsibilities under this Agreement will operate as a waiver, renunciation, surrender or otherwise affect the rights of the Parties in respect of any continuing or subsequent default. No waiver of these rights shall be inferred from anything done or omitted by the Parties except by an express waiver in writing.

38. This Agreement shall be interpreted in accordance with the laws in force in the Province of Alberta. The Parties agree that they shall submit and attorn to the jurisdiction of the courts of the Province of Alberta.
39. If any term of this Agreement or the application thereof shall be found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
40. This Agreement shall be for the benefit of and binds the successors and assigns of the Parties.
41. The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this document or any part of it.
42. In this Agreement words in the singular include the plural and words in the plural include the singular.
43. This Agreement may be executed in any number of counterparts or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

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This Agreement has been executed by the parties as of the day and year first above written.

HER MAJESTY THE QUEEN in right
of Alberta, as represented by
the Minister of Sustainable Resource
Development



Signature

DEPUTY MINISTER

Title

August 18, 2010

Date

NELSON MULLINS RILEY &
SCARBOROUGH LLP

David H. Walker

Signature

Partner

Title

August 13, 2010

Date

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2010 AUG 23 PM 12: 19

Agreement with Nelson Mullins Riley & Scarborough LLP - Schedule "A" Duties and Deliverables

- DHW
1. Monitor United States Congressional and Administrative, and appropriate state activities in the south eastern and mid-western areas (these being the areas of key market access and competition for Alberta's forest products):
 - Provide advice for dealing with any emerging or ongoing initiatives that may impact Alberta's forest industry forest product market access to the United States, or pricing disadvantage with American competitors.
 - Identify and assist in development of strategies to mitigate the impacts of these activities.
 2. Provide an overview of congressional and administrative, and specific state initiatives on matters affecting softwood lumber, the emerging bio-economy using woody biomass, and the use of forests and woody biomass for the purpose of carbon trading as offsets or substitution for coal, oil and gas derived energy, and transportation fuels.
 3. Provide quarterly activity reports on points 1 and 2.
 4. Provide opinions on key strategies that are linked to key Washington decision makers and how best to bring forward best presented arguments and communication strategies to possibly influence outcomes relative to the Forest Industry.
 5. Provide an opinion and strategies for Alberta to manage the Softwood Lumber Agreement going into U.S. elections in 2012, and with the termination or possible extension of the Softwood Lumber agreement in 2013. The key understanding will be whether the U.S. will have an appetite to extend the agreement or terminate. If the agreement is terminated, whether the US government will launch another countervail and dumping investigation.
 6. Arrange key meetings for the Minister of Sustainable Resource Development in regards to the Softwood Lumber Agreement, or any other matters pertaining to SLA or emerging bio-economy issues, should they be required.
 7. Develop or at least advise on key contacts towards development of a network of contacts in the United States that the Crown could use for intelligence gathering purposes on forest industry matters. (An example may be with the U.S Home Builders Association who lobby against managed trade and the imposition of lumber restrictions across the border.)

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