

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 Alberta Energy	4. Principal address of foreign principal Alberta Energy 10th Floor, Petroleum Plaza, North Tower, 9945-108 Street Edmonton, Alberta, T5K 2G6
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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
Energy
- b) Name and title of official with whom registrant deals
C. Peter Watson, 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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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.

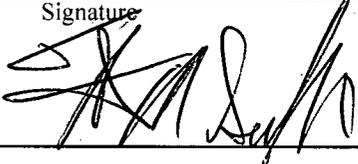
b) Is this foreign principal

- | | | |
|---|------------------------------|-----------------------------|
| 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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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 11-11-10	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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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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.

1. Name of Registrant Nelson Mullins Riley & Scarborough LLP	2. Registration No. 5928
3. Name of Foreign Principal Alberta Energy	

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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.

Monitor and advise on activities that could impact Alberta Energy's interests in the United States. Advocate on behalf of Alberta Energy.

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 Alberta Energy before elected officials at a state and federal level: Involvement with elected officials and government personnel on government policies that impact the Alberta Energy's interests in the United States.

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Date of Exhibit B 11-11-10	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.

This Agreement made on November 1, 2010

Contract No. 001995

BETWEEN:

HER MAJESTY THE QUEEN in right of Alberta,
as represented by the Minister of Energy,
("Minister")

- and -

NELSON MULLINS RILEY & SCARBOROUGH LLP, a body corporate, with an office in the City of
Greenville, South Carolina

("Consultant")

RECITALS:

- (1) The Minister wishes to engage a qualified professional to perform the Services;
- (2) The Consultant has presented a proposal for the performance of the Services and the Minister has accepted that proposal;
- (3) The Consultant represents that he/she/it possesses the knowledge, experience and ability to provide the Services.

THEREFORE in consideration of the covenants contained herein, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (1) In this Agreement and in the Recitals to this Agreement:
 - (a) "Consultant's Representative" means David H. Wilkins, Partner;
 - (b) "Consultant Materials" means all Documents and Information which are necessary for the preparation of the Project Materials by the Consultant, or are necessary for the use of the Project Materials by the Minister, his employees, agents or contractors
 - i. which are made or created by the Consultant prior to the Effective Date; or
 - ii. which the Consultant has the authority to use as a licensee thereof and is entitled to disclose to the Minister;
 - (c) "Documents and Information" means
 - i. documents, writings, files, records, responses, reports, opinions, advice, maps, materials, entries, listings, notes, working papers, studies, drawings, logs, forms, plans, samples, formats, mediums, tapes, software, systems and programs, and
 - ii. all examinations, assessments, evaluations, surveys, interpretations, procedures, designs, specifications, calculations, analyses, information, data, results, opinions, advice and

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conclusions contained in, or associated with, any of the items, matters or things referred to in paragraph (i) of this clause;

- (d) "Effective Date" means November 1, 2010;
 - (e) "Eligible Expenditures" means all expenses and disbursements incurred or made by the Consultant in performing the Services that have been approved in advance by the Minister or by one of the Minister's Representatives;
 - (f) "Minister" includes the Deputy Minister of the Alberta Department of Energy and any person authorized by the Minister to act on his behalf in respect of the subject matter and performance of this Agreement;
 - (g) "Minister's Representatives" means Bartek Kienc and C. Peter Watson, or either of them;
 - (h) "Parties" means the Minister and the Consultant;
 - (i) "Project Materials" means all physical assets and Documents and Information as they are made, created, prepared, developed, generated or produced as a result of, in relation to or in connection with this Agreement or the Services and all intellectual property, patents or trade secrets associated with, inherent in or contained in such Documents and Information and all copyright in respect of such Documents and Information;
 - (j) "Service Period" means the period from November 1, 2010 to October 31, 2011, inclusive;
 - (k) "Services" means the functions, tasks and responsibilities described in Schedule "A" to this Agreement, and includes the delivery of the Project Materials; and
 - (l) "Third Party" means an individual, firm, body corporate or body politic that is not a Party to this Agreement.
- (2) Schedule "A" to this Agreement headed "Description of Services", Schedule "B" to this Agreement headed "Code of Conduct and Ethics Non-Conflict Certification", Schedule "C" to this Agreement headed "Travel Expenses" and the Recitals to this Agreement are hereby incorporated into and made part of this Agreement. Any reference herein to "Agreement" shall be deemed to include Schedule "A", Schedule "B", Schedule "C" and the Recitals to this Agreement.
 - (3) In this Agreement words in the singular include the plural and words in the plural include the singular.
 - (4) The headings in this Agreement have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.
 - (5) This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement, and no other understandings or agreements verbal or otherwise, exist between the Parties in respect thereto.
 - (6) This Agreement shall be construed, interpreted and applied in accordance with the laws and in the courts of the Province of Alberta.
 - (7) If there is any conflict between the provisions in the body of this Agreement and the Schedules of this Agreement, the provisions in the body of this Agreement shall prevail.
 - (8) If any provision of this Agreement is declared by a court of competent jurisdiction to be unlawful, invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement.

2. PERFORMANCE OF SERVICES

- (1) The Minister hereby engages the Consultant to provide the Services of the Consultant's Representative, and the Consultant agrees, subject to the other terms and provisions of this Agreement, to furnish and make available the Consultant's Representative to perform the Services.
- (2) The Consultant shall ensure that the Services are performed
 - (a) in accordance with the terms, conditions, provisions and Schedules of this Agreement, and to the satisfaction of the Minister, and
 - (b) diligently and in accordance with normal standards of professional quality for such work.
- (3) The Consultant undertakes and agrees to furnish all personnel, materials, and supplies, necessary or required to perform the Services, including any equipment or hardware required for remote access (except for SecureID cards).
- (4) The Minister may inspect the Services and may order the re-execution, at the Consultant's expense, of any Services which in the Minister's opinion are not performed in accordance with the provisions of this Agreement and the Consultant shall re-execute such Services to the Minister's satisfaction.
- (5) The Consultant's Representative shall report and account to the Minister's Representatives. For the purpose of this Agreement, the Minister's Representatives may, on behalf of the Minister, exercise any of the functions, duties, authority and responsibilities hereunder of the Minister. The Minister's Representatives may issue such work requests and give such directions and instructions as they consider necessary in connection with or respecting the performance of the Services, but the Consultant and the Consultant's Representative shall control the manner in which such requests, directions and instructions are carried out. The Minister may change either or both of the Minister's Representatives by sending written notice to the Consultant of such change.
- (6) The Consultant shall not assign this Agreement or any of the Consultant's rights, duties, obligations or benefits under this Agreement, or subcontract (other than as identified in this Agreement) any of the work on the Services, without the prior written approval of the Minister, which approval may be arbitrarily withheld.
- (7) The Consultant shall not replace the Consultant's Representative with any other person to perform the Services without the prior written approval of the Minister, which approval may be arbitrarily withheld. The Consultant shall replace the Consultant's Representative with other personnel of the Consultant upon the written request of the Minister.

3. SERVICE PERIOD

The Consultant agrees to complete the Services during the Service Period. Subject to the prior termination of this Agreement in accordance with the Section of this Agreement headed "Termination", this Agreement is in force and effect from the Effective Date to the end of the Service Period.

4. PAYMENT

- (1) Subject to the other provisions of this Agreement, the Minister will pay an amount not to exceed \$150,000 US for the Services performed by the Consultant, including the Eligible Expenditures and Travel Expenses incurred by the Consultant's Representative in performing the Services (the "Contract Maximum").
- (2) If the Consultant's Representative must travel in the performance of the Services, expenses associated with such travel (the "Travel Expenses") shall be reimbursed in accordance with the provisions set forth in Schedule "C" to this Agreement. Travel Expenses shall only be reimbursed if the travel has been approved in

advance by the Minister or by one of the Minister's Representatives. Travel Expenses and Eligible Expenditures shall be included in, and not be additional to, the Contract Maximum.

- (3) The Consultant shall furnish to the Minister an invoice in respect of Services performed for which an invoice has not been previously submitted to the Minister. The Consultant shall include in each such invoice the Eligible Expenditures and Travel Expenses made or incurred in relation to the Services covered by the invoice. Invoices shall be submitted and payments made according to the following:
 - (a) the Consultant shall submit invoices on a monthly basis during the Service Period and the Minister shall, subject to subsections (4) and (5) of this section, pay the invoice amount within 30 days after the date on which the Minister receives it; and
 - (b) the Minister may, in addition to any holdbacks contemplated by this Agreement make any holdbacks required by law, including without limiting the generality of the foregoing, non-resident withholding taxes.
- (4) Payment of each such invoice is subject to subsection (5) of this section, and is also subject to the following conditions:
 - (a) that the invoice describes, to the satisfaction of the Minister, the Services, Eligible Expenditures and Travel Expenses for which payment is being claimed;
 - (b) that the Services described in the invoice were performed in accordance with the provisions of this Agreement, to the satisfaction of the Minister; and
 - (c) that the Consultant has, if requested by the Minister, submitted in support of the invoice, time sheets, receipts, statements, summaries and other documentation reasonably requested by the Minister.
- (5) The Services purchased hereunder are being purchased by the Alberta Department of Energy, which is part of the Alberta Crown, and therefore are not subject to the Goods and Services Tax or the Harmonized Sales Tax.

5. ACCOUNTS AND RECORDS

- (1) The Consultant shall
 - (a) keep and maintain, in accordance with generally accepted accounting principles, complete and accurate books, records, and accounts of all costs and expenditures relating to the Services,
 - (b) on request of the Minister, make available to the Minister, or to the Minister's duly authorized representatives for examination, reproduction, audit, review or any other reasonable purpose every such book, record or account and any writings in support thereof, and
 - (c) ensure that the writings described in clause (a) are not destroyed without the Minister's written authorization for a period of three (3) years following the expiry or earlier termination of this Agreement.

6. STATUTORY COMPLIANCE

- (1) The Consultant shall comply with and observe, and is subject to, all the provisions and requirements of all laws in force in the Province of Alberta, and all regulations, orders, directives and other subordinate legislation from time to time made thereunder. The Consultant agrees and acknowledges that the Services are to be provided in a manner consistent with the Code of Conduct and Ethics.

- (2) The Consultant shall submit to the Minister, a signed Code of Conduct and Ethics Non-Conflict Certification form attached as Schedule B to this Agreement, for the Consultant (if the Consultant is an individual) or for each of the Consultant's Representatives, within seven (7) days following the Effective Date.

7. OWNERSHIP OF PROJECT MATERIALS

- (1) Subject to subsection (3), ownership of all Project Materials shall vest in the Minister. The Project Materials shall, during the term of this Agreement, be delivered to the Minister as and when requested by the Minister's Representatives for the purposes of ensuring the due performance of this Agreement. On the completion of the Services, the Consultant shall deliver to the Minister such Project Materials as are designated and requested by the Minister's Representatives. This section shall not be interpreted as evidencing an intention on the part of the Minister to control the Project Materials in the possession of the Consultant, in respect of which the Minister's Representatives have not made a request under this provision of the Agreement.
- (2) The Consultant
 - (a) irrevocably waives in whole all moral rights, and
 - (b) shall ensure that its employees and agents irrevocably waive in whole all moral rightsto the Project Materials and declares that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.
- (3) To the extent that Consultant Materials are included in the Project Materials, the Minister agrees that title to such Consultant Materials will not pass to the Minister pursuant to subsection (1). The Minister shall have the right to use such Consultant Materials in combination with the Project Materials. The Minister shall have the right to disclose such Consultant Materials to his employees, agents, consultants, assignees and licensees for their use in combination with the Project Materials. Subject to section 8(2), the Minister, his employees, agents, consultants, assignees and licensees shall keep all such Consultant Materials confidential.
- (4) The Consultant warrants and represents that it will not provide to the Minister any Consultant Materials that the Consultant is not legally entitled to provide to the Minister.

8. CONFIDENTIALITY AND SECURITY

- (1) The Consultant shall ensure that the Consultant's Representative, and its employees, agents and officers
 - (a) keep strictly confidential all Documents and Information concerning or respecting any Third Party or the Minister or the Alberta Department of Energy or any other department, board, agency or commission of the Government of the Province of Alberta and the business or activities conducted by any of them, which the Consultant, the Consultant's Representative or its employees, agents and officers use or obtain or to which the Consultant, the Consultant's Representative, its employees, agents and officers have access through or as a result of the performance of the Services under this Agreement,
 - (b) keep strictly confidential all Project Materials, and
 - (c) only disclose Documents and Information described in clause (a) and Project Materials if the disclosure is necessary to the performance of the Services under this Agreement, and if the Consultant has obtained the prior written consent of the Minister for the disclosure.

- (2) The obligation of one Party (the "Receiving Party") to protect confidential information does not apply to information:
 - (a) which is in the Receiving Party's possession, without obligation of confidentiality, prior to disclosure by the other Party;
 - (b) which is disclosed to the Receiving Party by a Third Party without a covenant of confidentiality, provided such Third Party is under no obligation of confidentiality with respect to the information;
 - (c) which is, or subsequently becomes, part of the public domain through no act or omission of the Receiving Party; or,
 - (d) which is independently developed by the Receiving Party and can be demonstrated to have been developed without access or use of the information supplied under this Agreement.
- (3) The Consultant acknowledges that the Freedom of Information and Protection of Privacy Act applies to all information and records provided by the Consultant to the Minister and to any information and records which are in the custody or under the control of the Minister. The Consultant acknowledges that Part 2 of the Freedom of Information and Protection of Privacy Act applies to the Consultant during the currency of this Agreement.
- (4) The Consultant shall ensure that the Consultant's Representative, its other employees, and its agents and officers when using any Alberta Government buildings, premises, hardware or software, comply with all safety and security policies, regulations or directives relating to those buildings, premises, hardware or software.
- (5) Prior to allowing any Third Party, other than Consultant's employees, officers, subcontractors or agents, access to hardware, including loaner or replacement hardware, used by the Minister, the Minister's employees, subcontractors or agents, the Consultant shall:
 - (a) determine whether the hardware contains any information or software because of such use, and
 - (b) contact and follow the instructions of the Minister if such information or software is present.
- (6) During the Service Period, the Minister may request that the Consultant provide, at no cost to the Minister, a valid security clearance check that is not older than 6 months from the date of the Minister's request, on the Consultant if the Consultant is an individual, and also on each of the Consultant's Representatives, employees, agents, or subcontractors that may be providing the Services. The Consultant shall provide such security clearance check(s) to the Minister within thirty (30) days of the Minister's request. The security clearance check will ordinarily consist of a background and criminal records check, unless otherwise reasonably requested by the Minister.

9. RELATIONSHIP OF PARTIES

- (1) The relationship of the Consultant to the Minister in performing the Services under this Agreement is that of an independent contractor. Nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between the Minister and the Consultant or an employer/employee or master/servant relationship between the Minister and the Consultant's Representative or any other of the Consultant's employees, agents or officers.
- (2) The Consultant acknowledges and agrees that, except as otherwise specifically stated in this Agreement, the *Public Service Act* and the regulations under that Act do not apply to the Consultant or the Consultant's Representative in the performance of the Services, and that neither the Consultant nor the Consultant's Representative will by this Agreement or otherwise be entitled to any of the rights or benefits afforded to members of the public service of the Province of Alberta.

- (3) The Consultant shall not accept other contracts for services during the term of this Agreement if that contract is in direct or potential conflict with the Services to be provided under this Agreement. The Consultant shall advise and receive approval from the Minister in writing prior to accepting any other contract for service that may be in conflict with this Agreement.

10. INDEMNIFICATION

- (1) The Consultant agrees to indemnify and hold harmless the Minister and the Minister's employees, agents and officers, from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Consultant is legally responsible, including those arising out of negligence or wilful acts by the Consultant, its subcontractors or their respective employees, agents or officers.
- (2) The Consultant agrees that it is liable and responsible for
 - (a) loss or damage to the real property or tangible personal property of the Minister where the Consultant or any of its subcontractors is legally responsible including the negligence or wilful acts of the Consultant, its subcontractors or their respective employees, agents or officers, and
 - (b) any and all financial losses, or loss of data suffered by the Minister where the Consultant or any of its subcontractors is legally responsible, including negligence or wilful acts of the Consultant, its subcontractors, or their respective employees, agents or officers.
- (3) The responsibility and liability of the Consultant under subsections (1) and (2) extends to any claim for special, incidental, indirect or consequential loss or damage.
- (4) The Consultant warrants to the Minister that it has not, by entering into this Agreement with the Minister, breached any of the provisions of any other contract entered into between the Consultant and any Third Party including any restrictive covenants or provisions or any covenants or provisions relating to non-competition. The Consultant hereby indemnifies and saves harmless the Minister against and from any and all claims, demands, and actions to which the Minister may become liable or exposed, or which the Minister may sustain, pay or incur as a result of the breach or alleged breach of this warranty.

11. INSURANCE

- (1) The Consultant shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (2) The Consultant shall also maintain at its own expense and without limiting its obligations herein, Errors and Omissions Insurance in an amount not less than \$1,000,000, insuring its liability resulting from errors and omissions in the performance of the Services under this Agreement.
- (3) The Consultant shall also maintain at its own expense automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant that are used in the performance of the Services, in an amount not less than \$1,000,000.
- (4) The Consultant shall, upon request of the Minister, provide evidence acceptable to the Minister of all insurances required under this Agreement.

12. NOTICES

- (1) All notices, statements, invoices, payments or other communications (hereinafter in this section referred to as "Notices") required or permitted to be given or submitted by one Party to the other under this Agreement

shall be deemed given or submitted to the other Party if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by facsimile transmission, charges prepaid, to the office of the addressee, in either case as follows:

MINISTER: Alberta Department of Energy
Name: C. Peter Watson
Deputy Minister
Alberta Energy
10th Floor, 9945-108 Street
Edmonton
Alberta
T5K 2G6
Telephone No.: (780)427-7727
Fax No.: (780)422-3920
Email: peter.watson@gov.ab.ca

CONSULTANT: Nelson Mullins Riley & Scarborough LLP
Name: David H. Wilkins
Partner
Poinsett Plaza, Suite 900, 104 South Main Street
Greenville
South Carolina
29601
Telephone No.: (864)250-2231

Fax No(864)250-2925
Email: david.wilkins@nelsonmullins.com

The address of either Party may be changed to any other address in Alberta by Notice in writing to the other Party in the manner specified in this section.

- (2) In this subsection, "business day" means any day except a Saturday, Sunday or statutory holiday. All Notices personally delivered or sent by telegram, telex or facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is on a business day between 8:15 a.m. and 4:30 p.m. Alberta time. Except during a period of postal disruption, all Notices sent by prepaid registered mail shall be deemed received by the addressee at the beginning of business hours at the addressee's office on the third business day after the date of mailing. During a postal disruption, all Notices shall be personally delivered or sent by telegram, telex or facsimile transmission.

13. TERMINATION

- (1) Subject to subsections (2), (3) and (4) of this section, and subject to section of this Agreement headed "Survival of Terms", this Agreement is in force and effect during the Service Period.
- (2) The Minister may terminate this Agreement without cause upon seven (7) days' written notice to the Consultant.
- (3) The Minister may terminate this Agreement upon written notice to the Consultant if
- (a) the Minister, in his sole discretion, is not satisfied with the conduct of the Consultant or performance of the Services,
 - (b) in the opinion of the Minister, acting reasonably, the results of the Code of Conduct and Ethics Non-Conflict Certification form, a security clearance check or education verification provided by the Consultant to the Minister in respect of the Consultant (if the Consultant is an individual), or any of the

Consultant's Representatives, employees, agents or subcontractors (as applicable), is not satisfactory to the Minister, or

- (c) in the opinion of the Minister, the Consultant has breached any term, condition or provision of this Agreement.
- (4) The Consultant may terminate this Agreement upon giving 30 days' written notice to the Minister, if the Minister has breached any provision of this Agreement or has not met his obligations under this Agreement from time to time as they fell due.
- (5) The exercise by the Minister of his right to terminate under this section does not exclude any other remedy given to the Minister by the common law, by statute or by this Agreement. If the Minister exercises his right to terminate under this section,
 - (a) those Project Materials that are designated or requested by the Minister's Representatives under section 7(1) shall, on or immediately after the effective date of termination, be delivered by the Consultant to the Minister, and
 - (b) the Minister shall only be obligated to pay the Consultant for the value of the Services performed in accordance with section 2(1) up to the effective date of termination (such value to be determined using the rates provided herein).
- (6) Notwithstanding anything in this Agreement, and subject to section of this Agreement headed "Survival of Terms", if the Legislative Assembly of the Province of Alberta does not provide by appropriation adequate funds to pay for the performance of the Services, this Agreement and the mutual obligations of the Parties in relation to the Services shall terminate and cease to be of any effect.

14. WAIVER OF TERMS

Either Party ("the waiving Party") may, from time to time, waive the performance or breach by the other Party of any provision of this Agreement, but a waiver

- (a) is not effective or binding on the waiving Party unless it is in writing signed by the waiving Party or under the waiving Party's authority, and
- (b) does not limit or affect the waiving Party's rights with respect to any other breach including any future breach.

15. SURVIVAL OF TERMS

Notwithstanding any other provision of this Agreement, the following sections of this Agreement shall survive the completion of the Services and the term or termination of this Agreement, as the case may be, and shall continue to be binding on the Consultant until their requirements have been fully met:

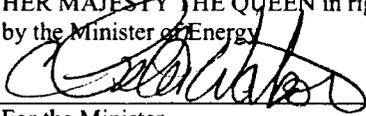
- (a) section 1 Definitions and Interpretation
- (b) section 4 Payment
- (c) section 5 Accounts and Records
- (d) section 7 Ownership of Project Materials
- (e) section 8 Confidentiality and Security
- (f) section 9 Relationship of Parties
- (g) section 10 Indemnification
- (h) section 11 Insurance
- (i) section 15 Survival of Terms

16. GENERAL

- (1) Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Agreement.
- (2) In respect of any provision of this Agreement requiring any act or thing to be done or performed by a specified date, time is of the essence.
- (3) The two year period for seeking a remedial order under section 3(1)(a) of the *Limitations Act*, R.S.A. 2000, c. L-12, as amended, for any claim (as defined in that Act) arising in connection with this Agreement is extended to
 - (a) for claims disclosed by an audit, two years after the time this Agreement permitted that audit to be performed; or
 - (b) for all other claims, four years.
- (4) This Agreement shall enure to the benefit of and be binding upon the Parties and their permitted assigns.
- (5) The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
- (6) The Parties may amend any provision of this Agreement by formally executing an amendment agreement to that effect.
- (7) The Consultant hereby warrants and represents that David H. Wilkins is duly authorized to enter into and execute this Agreement on behalf of the Consultant.
- (8) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or by e-mailed PDF shall constitute good delivery.

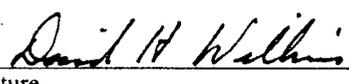
IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.

HER MAJESTY THE QUEEN in right of Alberta, as represented
by the Minister of Energy



For the Minister

NELSON MULLINS RILEY & SCARBOROUGH LLP



Signature

Partner

Title

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NSD/CES/REGISTRATION UNIT

THIS IS SCHEDULE "A" ATTACHED TO AND FORMING PART OF THE AGREEMENT #001995 BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AS REPRESENTED BY THE MINISTER OF ENERGY AND NELSON MULLINS RILEY & SCARBOROUGH LLP MADE EFFECTIVE NOVEMBER 1, 2010.

DESCRIPTION OF SERVICES

1. In coordination with the Alberta Washington Office, monitor United States Congressional and Administrative activities which could actually or potentially, directly or indirectly impact Alberta Energy's interests in the United States.
2. Provide advice and identify and assist in developing strategies for addressing Congressional and Administrative activity which could impact Alberta's energy trade with the United States.
3. In coordination with the Alberta Washington Office, provide advice to Alberta Energy to best advance Alberta's message in Washington relating to Alberta-U.S. energy trade.
4. Provide reports on items 1, 2 and 3 regularly to Alberta Energy and the Alberta Washington Office.
5. In coordination with the Alberta Washington Office, arrange key meetings in Washington for Alberta Energy officials.
6. Monitor the U.S.-Canada Clean Energy Dialogue.
7. Advise on opportunities for Alberta Energy to work with U.S. jurisdictions on clean energy development.
8. Assist the Alberta Washington Office in advancing their mandate at their request.
9. Other duties as required as directed by Alberta Energy.

Planning and Coordination with Government of Alberta

1. Under this agreement, day to day planning and reporting of work done or to be undertaken by Nelson Mullins Riley & Scarborough LLP shall be communicated and coordinated with the Alberta Washington Office.
2. Under this agreement, weekly and monthly reports written by Nelson Mullins Riley & Scarborough LLP shall be furnished to the Alberta Washington Office and to Alberta Energy.

THIS IS SCHEDULE "B" ATTACHED TO AND FORMING PART OF THE AGREEMENT #001995 BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AS REPRESENTED BY THE MINISTER OF ENERGY AND NELSON MULLINS RILEY & SCARBOROUGH LLP MADE EFFECTIVE NOVEMBER 1, 2010.

CODE OF CONDUCT AND ETHICS
Non-Conflict Certification

I, David H Wilkins, Partner, of Nelson, Mullins, Riley
(name) (position)
& Scarborough LLP, hereby certify that:
(corporation/partnership/trade name)

1. I am familiar with the provisions and requirements of the Code of Conduct and Ethics for the Public Service of Alberta and the Department of Energy Code of Conduct and Ethics Guidelines.
2. I, my spouse, any of my minor children, or any or all of us, ___do/ do not control any private corporations, or ___do/ ___ do not hold any positions, offices or appointments, where such interest or involvement results or may appear to result in a conflict of interest with my duties and responsibilities as a Consultant or Consultant's Representative under the Agreement (If conflict or apparent conflict indicated, please provide details of all conflicts or apparent conflicts)
3. I, my spouse, any of my minor children, or any or all of us, ___do/ do not have any actual or proposed business or financial interest which results or may appear to result in a conflict of interest with my duties and responsibilities as a Consultant or Consultant's Representative under the Agreement. (If conflict or apparent conflict indicated, please provide details of all conflicts or apparent conflicts)
4. I am not aware of any other conflict or apparent conflict between my private interests or those of my spouse, minor children or any or all of us, and my duties and responsibilities as a Consultant or Consultant's Representative under the Agreement.

Consultant's or Consultant's Representative's Signature

David H Wilkins

Date signed

11/1/10

Date received

THIS IS SCHEDULE "C" ATTACHED TO AND FORMING PART OF THE AGREEMENT #001995 BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AS REPRESENTED BY THE MINISTER OF ENERGY AND NELSON MULLINS RILEY & SCARBOROUGH LLP MADE EFFECTIVE NOVEMBER 1, 2010.

TRAVEL EXPENSES

AUTHORIZATION

Approval to Travel

- (1) The Minister's Representative may approve travel when other means of conducting the Services are not practical.
- (2) When travel is authorized, the most direct, practical and cost effective route and mode of transportation should be used.
- (3) The approval of out of country travel expenses shall be in accordance with established departmental policies approved by the Deputy Minister of Energy.

Approval of Expense Claims

- (1) All claims for travel expenses shall be approved in accordance with the provisions of this Schedule.
- (2) Where expenses are incurred but not expressly authorized by this Schedule, the Deputy Minister of Energy shall determine if the expense falls within the intent of this Schedule. The Deputy Minister of Energy shall determine the amount of such reimbursement or allowance.
- (3) When maximum amounts are set in this Schedule, the Deputy Minister of Energy may not increase those amounts.

REIMBURSEMENT OF TRAVEL EXPENSES AND ALLOWANCES

Basis for Reimbursement or Allowance

- (1) The Minister will reimburse the Consultant for those personal and other travel expenses incurred by the Consultant in performing the Services, and permitted under this Schedule.
- (2) The Consultant must submit receipts or satisfactory proof of payment for reimbursement of expenses.
- (3) When the Consultant receives a discount, credit or bonus for travel that reduces the original travel cost, only the net expense may be claimed. This subsection is not applicable when the Consultant receives a rebate, credit or privilege for using a personal credit card for which a fee has been paid.

CLAIMABLE EXPENSES WITH A RECEIPT

When travelling in order to perform the Services, the Consultant may claim the following expenses with a receipt:

- (1) air fare;
- (2) automobile rental;
- (3) excess baggage charges where extra equipment is required because of the Services being performed;
- (4) charges for electronic communication related to the Services;
- (5) taxi fares;
- (6) bus fares, including airport bus, other than intra-city bus fares;
- (7) parking charges; and
- (8) intra-city public transportation.

Goods and Services Tax (GST)

GST paid by the Consultant while providing the Services shall not be reimbursed by the Minister.

EXPENSES AND ALLOWANCES WHILE TRAVELLING ON SERVICES

Meal Expenses

- (1) When travelling while providing the Services and such travel requires overnight accommodations away from the Consultant's residence, the Consultant may claim, subject to the next paragraph, the actual cost of meals, as evidenced by receipts, excluding alcoholic beverages, plus a gratuity of up to 15 percent of the meal cost.
- (2) The maximum amount the Minister will reimburse the Consultant for meals is as follows:
 - (a) \$7.50 for breakfast;
 - (b) \$9.50 for lunch; and
 - (c) \$17.00 for dinner.

Accommodation Expenses

When the Consultant is travelling while providing the Services and overnight accommodation away from the Consultant's residence is necessary, the actual cost of accommodation may be claimed.

BUSINESS USE OF PRIVATE VEHICLE

Business Kilometre Rate

When authorization is received for the use of the Consultant's private vehicle in order to provide the Services, the Consultant may claim, based on the kilometres travelled, a rate of 38 cents per kilometre. It is the Minister's preference that Consultant's private vehicle not be used in the delivery of the Services.

Business Insurance

If an insurance company or agent requires the Consultant's private vehicle to be insured for use when travelling while providing the Services, the Consultant shall, at its own cost, obtain such insurance.

Travel by Air

The Deputy Minister of Energy shall approve all airfares that exceed economy rates.

Travel Outside Alberta or Canada

- (1) When travelling while providing the Services outside of Alberta or Canada, the Consultant shall be reimbursed for the cost of purchasing travellers' cheques for business related expenses.
- (2) The Consultant will be paid in Canadian currency for reimbursement for expenditures supported by receipts.
- (3) The Consultant will NOT be reimbursed for losses incurred due to any change in the rate of exchange for foreign currency purchased to meet allowed expenses even when travel is required for providing the Services outside of Canada.

NSD/CES/REGISTRATION UNIT
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