

#5928

AGREEMENT

Made effective this 1st day of June, 2011

BETWEEN:

CROWN INVESTMENTS CORPORATION OF SASKATCHEWAN
(herein referred to as "CIC")

and

NELSON MULLINS RILEY & SCARBOUROUGH LLP
Columbia, South Carolina, USA
(herein referred to as the "Consultant")

Whereas, CIC desires to retain the services of the Consultant with respect to matters relating to the promotion of Saskatchewan based interests relevant to CIC and its subsidiary Crown corporations in the United States of America (US) and the Consultant desires to perform such series for CIC on the terms and conditions set out in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE:

1.0 SERVICES

- 1.1 The Consultant shall provide services in accordance with the provisions of this Agreement described in the Service Agreement attached hereto and referred to as Schedule A ("Services") for the term of this Agreement. Notwithstanding its date of execution, this Agreement is effective commencing on June 1, 2011 for a term ending on May 31, 2012, unless it is terminated earlier in accordance with its terms.
- 1.2 Schedule A may be modified by written agreement between the contact persons noted in subsection 11.2.

2.0 PAYMENT

- 2.1 Beginning June 1, 2011, CIC agrees to pay the Consultant a total of \$75,000 per year, payable quarterly in advance, for carrying out the duties and responsibilities as outlined in Schedule A.
- 2.2 The Consultant will invoice CIC on the first day of each quarter, detailing as accurately as possible the Services rendered pursuant to this Agreement.
- 2.3 Payments will be rendered quarterly within 30 days of receipt of an invoice and a quarterly report summarizing the work conducted by the Consultant over the quarter, and acceptance of the work by CIC pursuant to subsection 11.7.

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- 2.4 No payments other than those included in subsection 2.1, or reimbursement for reasonable travel and lodging expenses other than those for travel to and from Washington D.C., will be owed to the Consultant unless the work was approved by prior written agreement between contact persons noted in subsection 11.2.
- 2.5 CIC will not pay fees or interest on overdue accounts until 60 days after the invoice received date.
- 2.6 CIC is exempt from paying Goods and Services Tax and no invoice shall contain any amount with respect to that tax.
- 2.7 CIC shall have the right to deduct from payments made to the Consultant hereunder, any applicable withholding tax assessed against non-resident Canadians as required under the Income Tax Act (Canada).

3.0 REPORTING REQUIREMENTS

- 3.1 The Consultant shall at the request of CIC provide CIC with periodic status reports as progress is made on the completion of the performance of the Consultant's obligations as outlines in Schedule A.
- 3.2 The Consultant shall report to CIC any problems requiring immediate attention or resolution.

4.0 INDEMNIFICATION

- 4.1 The Consultant shall indemnify and save harmless CIC, and all its representatives against all costs, claims and actions of any kind whatsoever arising from the Services or any other activities provided by the Consultant.
- 4.2 This section will survive the expiration or termination of this Agreement.

5.0 CONFIDENTIALITY

- 5.1 The Consultant shall, both during and after the terms of this Agreement, take all responsible precautions to maintain confidentiality and secure all material and information that is the property of CIC and its subsidiary Crown corporations that is in possession or under the control of the Consultant pursuant to this Agreement.
- 5.2 Subject to sub-section 5.5 below, all documents, data or other information which is provided to or obtained by the Consultant or its agents or employees in the performance of its obligations under this Agreement shall be treated by the Consultant as confidential and shall not be disclosed or made known to anyone unless express written permission is granted by CIC.

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- 5.3 The Consultant shall safeguard all such confidential documents, data and information in the same manner and to the same extent as it safeguards confidential documents, data and information relating to its own business.
- 5.4 Except as may be specifically instructed by CIC, the Consultant shall not use any information that it may secure by reason of this Agreement or any other involvement with CIC in external dealings unless written permission is granted by CIC.
- 5.5 Beyond compliance with applicable US and Canadian laws pertaining to foreign party representation, the Consultant shall not discuss with or reveal to any party outside of the direct employees of CIC or its subsidiary Crown corporations without express permission of CIC, the nature or content of the relationship, meetings, materials or programs conducted under this Agreement.
- 5.6 The Consultant hereby warrants and represents that it is in strict compliance with all applicable US and Canadian laws pertaining to foreign party representation and has implemented such procedural safeguards to remain in strict compliance with this Section.
- 5.7 Beyond compliance with applicable US and Canadian laws pertaining to foreign party representation, the parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without expressed written consent of the other party, except information that is required to be disclosed by law or pursuant to any parliamentary rule or practice in Saskatchewan.
- 5.8 Notwithstanding anything contained in this Agreement, the parties agree that the Agreement is subject to the terms and conditions of *The Freedom of Information and Protection of Privacy Act* (Saskatchewan).
- 5.9 This section will survive the expiration or termination of this Agreement.

6.0 INDEPENDENT CONSULTANT

- 6.1 In the performance of the work, duties and obligations developing upon the Consultant pursuant to the terms of this Agreement, the Consultant shall at all times be acting and performing as an independent consultant. Except to the extent provided herein, CIC shall not have or exercise any control or direction over the performance of Services by the Consultant other than the reasonable efforts of CIC to ensure that the Consultant's conduct is compatible with the terms of this Agreement.

7.0 ASSIGNMENT AND SUBCONTRACTING

- 7.1 The Consultant shall not assign or transfer this Agreement, or subcontract out the performance of any of the Services, either directly or indirectly, to any person without written consent of CIC.

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8.0 TERMINATION OF AGREEMENT

8.1 CIC or the Consultant may terminate this agreement without cause by giving the other party sixty (60) days written notice of its intention to terminate.

8.2 In the event of the termination of this Agreement, or non-completion of the Services on time as stipulated in Schedule A for a cause beyond the reasonable control of the Consultant, the Consultant will be paid for the work performed to the date of termination.

9.0 PROPERTY RIGHTS

9.1 The Consultant agrees that all the information and material, whether written or readable by machine and prepared for CIC pursuant to this Agreement shall, both during and following the terms of this Agreement, belong to CIC.

10.0 CONSULTANT REPRESENTATIONS

10.1 The Consultant represents and warrants that:

- i. the Consultant and the Consultant's employees have ensured the right to perform the Services required under and pursuant to this Agreement without violation of any and all governing Provincial, State, Federal or Municipal statutes, regulations, ordinances or interpretations thereof or to obligations to others;
- ii. when the performance of the Services required under and pursuant to this Agreement conflict with any other agreement or understanding to which the Consultant or the Consultant's employees are parties, CIC will be informed immediately.
- iii. it is in good standing in the Provinces of Saskatchewan, the State of South Carolina and in the District of Columbia;
- iv. it has full authority to enter into and perform this Agreement; and
- v. it is in full compliance with, and neither it nor any of its employees, current or past, have been subject of any allegation of a violation of the applicable Provincial, State, Federal or Municipal statutes and regulations relating to providing consultation Services.

11.0 GENERAL

11.1 Neither CIC nor the Consultant makes any warranties expressed or implied other than express warranties contained in this Agreement.

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- 11.2 Any notices, reports or communications required or permitted to be given under this Agreement may be delivered in person (and signed for) to, or sent by prepaid registered mail addressed to:

If to CIC:

Crown Investments Corporation of Saskatchewan
400 - 2400 College Avenue
Regina, SK S4P 1C8
Canada
Attention: R.W. (Dick) Carter, President & CEO

If to the Consultant:

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
104 South Main Street/ Ninth Floor
Greenville, SC - 29601
US
Attention: Ambassador David Wilkins

or such alternate address as either party may notify the other party in accordance with this Section; and if so delivered and signed for, shall be deemed to have been received on that day or on the third business day following the date of mailing, except in the event of a mail strike or other disruptions or postal Services, in which case notices, reports, or communications to be given during such time shall be delivered in person (and signed for) in accordance with this Section.

- 11.3 Unless otherwise stated, all monetary references hereunder shall be deemed to be in US currency.
- 11.4 The Consultant shall take responsibility and proper care of any of CIC's property while such property is in the possession of the Consultant or subject to its control and the Consultant shall be responsible for any loss or damage, resulting from its failure to do so.
- 11.5 The Consultant agrees to obtain and maintain in force all approvals, licenses and permits that are necessary to lawfully provide the Services under this Agreement.
- 11.6 The Consultant shall require that its Consultants, employees and agents, when on CIC's or CIC subsidiary Crown corporations' premises, comply with all security and safety rules and regulations applicable to the premises.
- 11.7 The Consultant agrees to pay all debts and liabilities that it incurs in performing its obligations under this Agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 11.8 All work shall be subject to inspection by CIC prior to acceptance and payment.

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Should the work fail to meet the standards set forth in this Agreement, CIC shall have the right to reject the work or to require its correction. The Consultant agrees to accept and be bound by CIC's interpretation of the meaning of the work. If a deficiency is identified by CIC, the Consultant will be given a reasonable amount of time to correct it.

- 11.9 If either party hereto is delayed, hindered or prevented from the performance of any of its obligations under this Agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay.
- 11.10 Any rights and remedies provide under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided or available at law or in equity.
- 11.11 This Agreement, including Schedule A and any documents to the extent incorporated herein by reference, constitutes the entire and exclusive Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto. No amendment of this Agreement shall be effective unless it is in writing and executed by the parties hereto.
- 11.12 Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.
- 11.13 Headings used in this Agreement are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.
- 11.14 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 11.15 Time is of the essence of this Agreement.
- 11.16 This Agreement shall inure to the benefit of and be binding upon the parties hereto and permitted assigns.
- 11.17 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.
- 11.18 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

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same instrument. This Agreement and any other document related thereto may also be executed in original or by signatures sent and received by facsimile transmission or in pdf format, sent and received via email. The parties agree that signatures sent and received by way of facsimile transmission or email will be deemed as though such reproductions were executed originals thereof.

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

FOR: CIC

Signature: 

Name: R.W. (Dick) Carter

Title: President and CEO

Date: June 6, 2011

FOR: The Consultant

Signature: _____

Name: David H. Wilkins

Title: Partner, Nelson Mullins Riley & Scarborough LLP

Date: _____

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SCHEDULE "A"

SERVICE AGREEMENT

STATEMENT OF INTENT AND CONTEXT

CIC, proposes to engage the Consultant to promote the interests of CIC and its subsidiary Crown corporations in the US. CIC's subsidiary Crown corporations include:

Saskatchewan Power Corporation
Saskatchewan Telecommunications
SaskEnergy Incorporated
Saskatchewan Water Corporation
Saskatchewan Government Insurance
Saskatchewan Transportation Company
Information Services Corporation
Saskatchewan Gaming Corporation
Saskatchewan Opportunities Corporation

CIC is interested in acting:

- I. Within the US national arena, to develop capacity to anticipate issues of concern and pursue specific interests relevant to CIC and its subsidiary Crown corporations with targeted elements of both Congress and the US Administration through the development of a broader array of strategic relationships.
- II. With US states, to pursue an active cross border agenda, including the building of regional alliances, with a view to advancing the regional interests of CIC and its subsidiary Crown corporations; and, employing these regional relationships to bolster the interests of CIC and its subsidiary Crown corporations.

In taking these actions, CIC's primary interests include advancing the following core economic interests:

- **Harmonization of Canada/Saskatchewan – US climate change policy and regulation.** The degree of integration between the Canadian and US economies will result in significant economic benefits to CIC and particularly SaskPower, if there is an alignment with principles, policies, regulations and standards governing climate change policy and regulation.

WORKING RELATIONSHIP

- I. This Service Agreement represents a living and evolving representation of the working relationship between CIC and the Consultant. At any time during the term of this Agreement, CIC or the Consultant may request changes in the Service Agreement by submitting such requests in writing to the other party. Any agreed-upon changes must be signed by both parties and appended to the Service

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Agreement.

- II. The Consultant will engage in monthly updates via teleconference with the President and CEO of CIC.
- III. On the last day of each quarter for the duration of this Agreement, the Consultant will submit a quarterly report to the President and CEO of CIC that provides an update on the activities of the Consultant, the status of CIC's priority issues, and future opportunities or areas of potential concern.
- IV. If requested by CIC, the Consultant agrees to convene a follow-up teleconference of senior officials to discuss the findings in the quarterly report.
- V. The Consultant agrees to convene ad hoc teleconferences with the President and CEO of CIC, and/or senior officials as appropriate. In addition, Ambassador Wilkins will maintain an ongoing working relationship with senior officials from CIC.
- VI. In addition to these regularly schedule conference calls by officials, senior members of CIC and its subsidiary Crown corporations shall have the right to call the Consultant when they wish to discuss issues of concern to CIC and its subsidiary Crown corporations.

DESCRIPTION OF WORK

General

- I. The Consultant agrees to advocate on behalf of CIC and its subsidiary Crown corporations, with respect to Congress, the White House, government agencies, Washington DC-based organizations and coalitions and key US states.
- II. The Consultant agrees to work with CIC and its subsidiary Crown corporations to identify ongoing priorities of CIC and its subsidiary Crown corporations. These priorities may be amended by written notice from CIC.
- III. The Consultant agrees to provide research and intelligence to CIC related to the priorities of CIC and its subsidiary Crown corporations.
- IV. The Consultant agrees to identify and provide ongoing analysis of opportunities to work with the US to advance Canada-US international interests.

Advocacy

- I. The Consultant will arrange a trip by the President and CEO of CIC and if applicable, the President and CEO of subsidiary Crown corporations, if/when required. In this context, the Consultant will work with CIC to develop an itinerary, including meetings with congressional delegates from key trading states, members of committees on priority issues, and other White House, Cabinet, State Department and Congressional leaders of interest.

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- II. The Consultant will arrange for the participation and/or recognition of the President and CEO of CIC in materials distributed by Washington DC-based organizations and coalitions that are supportive of the strategic interests of CIC and its subsidiary Crown corporations.
- III. The Consultant will take proactive steps to represent the interests of CIC and its subsidiary Crown corporations on key issues, projects, priorities before Congress, the White House and/or government agencies.
- IV. As needed, the Consultant will arrange meetings between state legislative leaders and/or Washington-based organizations and the President and CEO and/or senior officials of CIC and its subsidiary Crown corporations.
- V. The Consultant will identify and arrange for participation of senior CIC and Crown corporation officials in sessions, conferences and events where priority issues are discussed.

Information Sharing & Strategic Intelligence

- I. The Consultant will identify and provide analysis on top state legislative leaders and key state organizations that are of importance to the strategic interests of CIC and its subsidiary Crown corporations.
- II. The Consultant will identify and provide briefings to Washington, DC-based organizations and coalitions that can reasonably be expected to support CIC and its subsidiary Crown corporations in the advancement of their priority issues.
- III. On a monthly basis, or more frequently as required, the Consultant will identify and provide strategic advice to mitigate or take advantage of US national legislative, legal, or regulatory action affecting CIC's priority interests.
- IV. The Consultant agrees to maintain an ongoing working relationship with designated communications officials from CIC and/or its subsidiary Crown corporations.
- V. The Consultant will provide a weekly summary of news clips, speeches and other media-related information on CIC priority issues to the President and CEO of CIC.

SECTOR SPECIFIC INTERESTS

Energy and the Environment

These two sectors are increasingly intertwined. Global increases in energy and other commodity prices have resulted in rapid economic growth for Western Canadian provinces like Saskatchewan. As a result, energy demand has increased, while increasing public concern regarding environmental issues like climate change have led to growing expectations to reduce greenhouse gas (GHG) emissions across the economy. Reduction of GHG emissions becomes a complex task in a Province such as Saskatchewan, where a significant amount of power generation is dependent upon the use of coal in production facilities. In addition, any plan for the reduction of GHG emissions must be carefully crafted so as to do so without stagnating the current economic growth.

Coupled with these challenges is the fact that the regulation of GHG emission reductions is largely uncharted territory in North America. The Province of Saskatchewan and SaskPower have become pioneers in the development of carbon capture and storage technology and the US climate change and energy policy will have a significant impact on capital planning activities for SaskPower.

The Consultant shall provide advocacy efforts, intelligence, and strategic advice, including but not limited to analysis, options and recommendations regarding opportunities or barriers, constraints and limitations affecting CIC's priority issues, including the following:

- Carbon dioxide capture and storage technology and projects;
- Emerging carbon dioxide and critical air contaminant emissions regulations;
- Continued use of coal in power production facilities and regulations related to the control of thermal coal power generation emissions;
- Collaborative energy research and development and technology transfer between CIC, its subsidiary Crown corporations and the US, as it relates to thermal coal power generation and carbon capture and storage;
- US climate change and energy policy, legislation and regulation, including concerns about the advancement and regulation of carbon capture and storage technology, carbon offset or credit systems, and draft legislation relating to energy and climate change; and/or
- Emission reduction targets.