EXECUTION VERSION

ENGINEERING SERVICES AGREEMENT

by and between

WSP CANADA INC.

and

NATION RISE WIND FARM LIMITED PARTNERSHIP

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ENGINEERING SERVICES AGREEMENT

This ENGINEERING SERVICES AGREEMENT ("**Agreement**") is made and entered into as of July 25, 2018 ("**Effective Date**"), by and between Nation Rise Wind Farm Limited Partnership, an Ontario limited partnership ("**Owner**"), and WSP Canada Inc., a Corporation registered in the Province of Quebec and extra-provincially registered in Ontario ("**Engineer**"). Owner and Engineer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Recitals

A. Owner is developing a wind-powered, electric generating facility near Ottawa, Ontario, Canada (as more further set out in Exhibit A(i), the "**Project**").

B. In connection therewith, Owner desires to retain Engineer, and Engineer agrees to be retained by Owner, to provide such engineering and related services, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Engineer and Owner, in consideration of the foregoing, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, each of the following terms shall have the meaning indicated below:

"Additional Insureds" has the meaning given in Section 14.2.

"Affiliate" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and ownership of fifty percent (50%) or more of the voting securities of another Person shall create a rebuttable presumption that such Person controls such other Person.

"Agreement" means this Agreement and all Exhibits hereto, all attachments to and subsets of such Exhibits, properly executed Change Orders and amendments, modifications, restatements, or replacements of this Agreement to the extent the same are permitted by this Agreement.

"Applicable Laws" means all laws, statutes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, codes, environmental laws, Permits, and interpretations of any Governmental Authority having jurisdiction over the Parties, the Project, the Project site, the Work, or this Agreement, as the same may be amended from time to time.

"Base Re-performance Period" has the meaning set out in Section 6.11.2.

"BOP Contract" has the meaning set out in Section 16.3.

"BOP Contractor" has the meaning set out in Section 16.3.

"Business Day" means a day, other than Saturday, Sunday, or any day on which banks located in the Province of the place of the Work are authorized or obligated to close.

"Change Order" has the meaning set out in ARTICLE 9.

"Contract Price" has the meaning set out in ARTICLE 5.

"Engineer" is defined in the Preamble.

"Deficiency" has the meaning set out in Section 6.11.3.1.

"Delay Liquidated Damages" has the meaning set out in Section 10.2.

"Design Materials" has the meaning set out in Section 11.1.1.

"Dollars" means the lawful currency of Canada.

"Effective Date" is defined in the Preamble.

"Final Claim Waiver" means (i) with respect to Engineer, a completed final claim waiver and release substantially in the form of Exhibit G(iii) and (ii) with respect to any Subcontractor, a completed final claim waiver and release substantially in the form of Exhibit G(iv).

"Financing Parties" means any and all Persons (i) acquiring a direct or indirect ownership interest in Owner so as to utilize tax or other subsidies offered by a Governmental Authority (or other tax attributes of the Project) or (ii) providing senior or subordinated construction, interim or long-term debt financing or refinancing or any other type of financing to Owner for the acquisition, development, design, procurement, construction, or ownership of the Project, and any trustee or agent acting on their behalf.

"Force Majeure" means a claim for relief by a Party due to a Force Majeure Event, in accordance with ARTICLE 8.

"Force Majeure Event" means any act, event, condition or occurrence that (i) prevents the affected Party from performing its obligations under this Agreement; (ii) is unforeseeable and beyond the reasonable control of and not the fault of the affected Party; and (iii) such affected Party has been unable to overcome by the exercise of due diligence, including the following acts, events, conditions and occurrences, to the extent meeting all of the foregoing requirements: fires; explosions; floods; earthquakes; tornadoes; epidemics; civil disturbances; war; riots; sabotage; restraints or injunctions issued by a Governmental Authority; strikes, work-to-rules actions, go-slow or similar labor difficulties occurring on a nationwide basis; failure of a Party to comply with its obligations under this Agreement. Force Majeure Events shall not include: (a) strikes, work-to-rule actions, go-slow or similar labor difficulties which are not specifically enumerated in the preceding sentence; (b) a Party's financial inability to perform under this Agreement; (c) unavailability of parts, tools or equipment, unless the Party claiming the Force Majeure Event identifies, as the cause of such unavailability, an independent Force Majeure Event, (e) weather events not specifically enumerated in the preceding sentence, or (f) acts or omissions of Qualified Subcontractors (of any tier), except to the extent such Qualified Subcontractors, if they were a Party hereto, would be able to claim a Force Majeure Event for the same.

"Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, counsel, official, or other instrumentality of Canada, of any foreign country, or of any domestic or foreign

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province, county, city, school district, or other political subdivision, or any Native American tribal council or similar governing entity.

"Guaranteed Completion Date" means each date set out in Exhibit B by which all or a portion of the Work, as specified in Exhibit B, is to be completed in accordance with the Requirements.

"Intellectual Property Rights" means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, domain names and domain name rights, inventions, copyrights and copyright rights, and all pending applications for and registrations of the foregoing.

"License" has the meaning set out in Section 11.1.3.

"Licensed Work" has the meaning set out in Section 11.1.3.

"Liens" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, or other encumbrance of any kind, or any conditional sale contract, title retention contract, or other agreement to give any of the foregoing.

"Losses" means any and all claims, liabilities, losses, damages, causes of action, fines, penalties, litigation, lawsuits, administrative proceedings, administrative investigations, costs, and expenses, including reasonable attorneys' fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution, or other similar proceedings.

"Owner" is defined in the Preamble, and shall include its successors and permitted assigns.

"Owner Directive" has the meaning given in Section 9.3.

"Owner Indemnified Party" has the meaning set out in Section 13.1.

"Partial Claim Waiver" means (i) with respect to Engineer, a completed certificate of partial waivers of claims substantially in the form of Exhibit G(i) and (ii) with respect to any Qualified Subcontractor, a completed certificate of partial waivers of claims substantially in the form of Exhibit G(ii).

"Party" or "Parties" has the meaning set out in the Preamble.

"Permissible Liens" has the meaning set out in Section 6.9.1.

"Permits" means all licenses, permits, certificates or certifications, notifications, authorizations, approvals, registrations, franchises, and similar consents granted or issued by any Governmental Authority and applicable to the Project or the Work, as the same may be amended from time to time.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental Authority.

"Prime Rate" means the rate of interest published in The Wall Street Journal as the "prime rate" from time to time (or, if more than one rate is published, the arithmetic mean of such rates), determined as of the date the obligation to make a payment arises.

"Project" has the meaning set out in the Recitals.

"Project Substantial Completion Date" means the date on which the Project is certified as being capable of producing electricity in commercial quantities.

"Prudent Engineering Practices" means those practices, methods, standards and acts in accordance with the degree of judgment and skill that is ordinarily possessed and exercised by (and generally accepted as being appropriate for) recognized design and engineering professionals of good standing (including those engaged in or approved by a significant portion of the wind power industry for similar facilities in the Province of the place of the Work) and who are performing work for projects which are of similar scope, nature and complexity as the Project.

"Qualified Subcontractor" has the meaning set out in Section 6.3.1.

"Re-performance Period" the means the Base Re-performance Period, as the Base Re-performance Period may be extended pursuant to Section 6.11.5.

"Re-performance Standard" has the meaning set out in Section 6.11.1.

"Re-performance Service" has the meaning set out in Section 6.11.3.

"Requirements" has the meaning set out in Section 4.6.

"Subcontract" means any contract, agreement, purchase order, arrangement, or understanding between Engineer and a subcontractor or between subcontractors in respect of the Work.

"Taxes" means any and all federal, provincial, local, or foreign taxes, charges, duties, imposts, and levies imposed by federal, provincial, local, foreign, or other Governmental Authority of Canada, including income tax, withholding tax, payroll, employment, unemployment, severance, sales, use tax, business and occupation tax, excise tax, real estate excise tax, corporation tax, capital gains tax, capital transfer tax, inheritance tax, water rates or tax, value added tax, customs duties, capital duty, excise duties, betterment levy, stamp duty, stamp duty reserve tax, national insurance, social security or other similar contribution, or other assessment, tax, duty, impost, or levy imposed by a Governmental Authority or the Canadian equivalent of the foregoing, together with any interest, penalty, or fine related thereto unless a particular use of "Tax" or "Taxes" excludes the same.

"Technical Specifications" means any engineering or design specifications, calculations, or other technical items provided by the Owner to Engineer in connection with the Work.

"Term" has the meaning set out in ARTICLE 3.

"Work" has the meaning set out in Section 4.1.

ARTICLE 2
INTERPRETATION

2.1 Preamble, Recitals, Articles, Sections, and Exhibits. References to the Preamble, Recitals, Articles, Sections, and Exhibits are, unless otherwise indicated, to the Preamble, Recitals of, Articles, Sections, and Exhibits of this Agreement, and any reference to an Exhibit shall also include a reference to each subset of or attachment to such Exhibit. The Parties acknowledge that the Recitals and Exhibits hereto form an integral part of this Agreement and are hereby incorporated into this Agreement by this reference.

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2.2 Laws. References to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation, and other instruments issued or promulgated thereunder, as in effect from time to time, and all consolidations, amendments, re-enactments, extensions, or replacements of such statute, law, or provision.

2.3 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

2.4 Gender. The masculine gender shall include the feminine and neuter and the singular number shall include the plural, and vice versa.

2.5 Successors and Assigns. References to the Parties in this Agreement shall be deemed to include references to their successors and permitted assigns.

2.6 Day. References to "days" shall mean calendar days, unless the term "Business Days" is used.

2.7 Grammatical Forms. Where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings. The words "herein" "hereunder", and "hereof" and similar terms refer to the provisions of this Agreement as a whole and not to any particular portion or provision of this Agreement. "Including" means "including, but not limited to", and other forms of the verb "to include" are to be interpreted similarly. References to "or" shall be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or").

2.8 Periods of Time. Where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day. Where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day. If the time for performing a payment or notice obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.

2.9 Time Zone. A reference to time is a reference to the time in effect in Houston, Texas on the relevant date.

2.10 Accounting Terms. All accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in Canada, consistently applied throughout the specified period by the Person to which they relate.

ARTICLE 3
TERM

Unless earlier terminated by the Parties in accordance with ARTICLE 15, the term of this Agreement shall commence upon the Effective Date and shall expire on the date which is two (2) years after completion of all the Work hereunder ("**Term**").

ARTICLE4
THE WORK

4.1 Scope. Engineer shall perform the work described in Exhibit A ("**Work**") in accordance with the provisions of this Agreement. Engineer shall not perform Work prior to receiving from Owner written notice to commence Work, and Owner will not be obligated to pay for Work performed prior to

such written notice being provided to Engineer. Within 10 Business Days of receipt of notice, Engineer shall submit to Owner: (i) the identity of Engineer's personnel that will be engaged in providing the Work, (ii) its schedule for the provisions of the Work, including achievement of the Guaranteed Completion Date(s), and (iii) such other information or requirements as Owner deems reasonably necessary.

4.2 Site Conditions. Engineer shall examine the Project site, verify the working conditions and undertake such investigations as Engineer deems necessary before commencing any Work pursuant to this Agreement. Owner shall provide access to allow Engineer to perform such investigations with respect to the Work hereunder on the Project site.

4.3 Registered Professional Engineering Stamp. Engineer agrees that all engineering design work product that is produced pursuant to this Agreement will be sealed by a registered professional engineer licensed and registered and in good standing in the province in which the Project is located, to be delivered at the time such work product is submitted to Owner as a final product and as otherwise required to support permitting and other local, provincial or federal approvals in connection with the Project.

4.4 Contact Persons. Owner shall appoint a representative of Owner who will act on Owner's behalf and coordinate Engineer's Work. Engineer appoints Mathieu Laflamme as the designated contact person of Engineer who will act on its behalf in connection with the provision of Work hereunder.

4.5 Reporting. Engineer shall submit to Owner a monthly progress report (or at such other interval as requested by Owner) that shall include, at a minimum, a description of the progress of the Work, a comparison of the actual performance of the Work with the schedule for the performance of such Work, an evaluation of problems and deficiencies and a description of any planned corrective action with respect thereto, and the status of obtaining or satisfying Permits or requirements of Governmental Authorities. If the actual performance of the Work is behind the schedule provided in this Agreement and Owner so directs, Engineer shall meet with Owner to review the status of the Work. Engineer shall promptly notify Owner in writing if, at any time, Engineer becomes aware of a material deviation in the schedule for performing the Work or any errors or omissions in any engineering or other designs provided to Owner which may affect the quality or performance of the Project, result in Engineer failing to meet any schedule in this Agreement, or an increase in the Contract Price, or which may affect the time required for Owner to complete the Project. Should any problem, emergency, strike, injury, work stoppage, or legal problem be anticipated, or any unanticipated event occur which might materially adversely affect Engineer's ability to perform the Work and its obligations hereunder in a timely manner, Engineer shall promptly prepare and deliver to Owner a written significant event report detailing all available information and steps being taken to correct such problem or event. If such an event occurs Engineer shall provide to Owner no less frequently than weekly an update of the status of Engineer's progress in implementing a plan to resume performance of the Work pursuant to this Agreement.

4.6 Standards for Performance/Requirements. Engineer shall perform and complete (and cause its Qualified Subcontractors to perform and complete) all Work in a safe, diligent, expeditious, and workmanlike manner, and in accordance with the following standards (collectively, the "**Requirements**"): (i) the scope of Work in Exhibit A; (ii) Prudent Engineering Practices; (iii) all Applicable Laws; (iv) all Permits; (v) the applicable Technical Specifications; and (vi) all other standards, obligations, and requirements of this Agreement. The standard of performance and all criteria and Requirements set out in this Section 4.6 shall apply to all aspects of the Work, and this Section 4.6 shall be deemed to be incorporated by reference into each provision of this Agreement describing the Work, Engineer's obligations hereunder, or referring to any or all of the "Requirements" or words of similar effect.

4.7 Owner Review. Engineer shall prepare, or cause to be prepared, all Design Materials required for the Work for Owner's, Owner's third party engineer's, or Owner's other consultant's review

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and comment. If Owner and Engineer do not agree on a material issue relating to such Design Materials, the Parties will use good faith efforts to resolve such issue as soon as practicable. Notwithstanding the foregoing, any of Owner's or Owner's third party engineer's comments or changes accepted by Engineer and incorporated into such Design Materials shall not relieve Engineer from its responsibility for the design, engineering, and execution of the Work. If such Design Materials and documents do not satisfy the Requirements, or if errors, omissions, ambiguities, or other defects are found in Engineer's engineering and design documents, such engineering and design documents and any affected portion of the Project shall be corrected by Engineer, notwithstanding any review, consent, or approval by Owner or Owner's third party engineer.

4.8 Engineer Methods. Engineer shall be solely responsible for performing or causing to be performed the Work in accordance with the terms of this Agreement, and for all means, methods, techniques, sequences, procedures, and safety and security programs in connection with such performance. The Parties acknowledge and agree that Owner has no authority over, right to control, or responsibility for supervision of Engineer or its Qualified Subcontractors, such supervision (including control over and responsibility therefor) being solely the obligation and responsibility of Engineer.

4.9 Compliance with Laws. Engineer shall comply, and shall cause all of its Qualified Subcontractors and other Persons who are engaged in the performance of any of the Work to comply, in performing and completing the Work on and off the Project site, with all Applicable Laws. Engineer shall, to the extent that it needs to communicate directly with any Governmental Authority in connection with the performance of the Work, including responding to inquiries and processing comments and directions, notify and confer with Owner prior thereto. Engineer shall promptly deliver to Owner communications from any Governmental Authority relating to the Work and will give Owner a reasonable opportunity to review and comment on Engineer's proposed communications to the Governmental Authority before submission to the Governmental Authority, to the extent such communications may impact Owner or the Project.

4.10 Site Conditions. Engineer acknowledges and agrees that it has investigated and satisfied itself or will investigate and satisfy itself as to the general conditions existing at the Project site and such conditions shall be taken into account in the performance of the Work.

ARTICLE 5
CONTRACT PRICE

5.1 Price. The aggregate price payable to Engineer under this Agreement (inclusive of all applicable sales taxes, including any harmonized sales tax ("**HST**") or goods and services tax ("**GST**"), for labor, materials and equipment, and expenses, which shall not be separately assessed or charged) shall be ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED FIFTY CANADIAN DOLLARS AND 50/100 (CAN$194,950.50) (the "**Contract Price**"), which Contract Price may be adjusted only by a properly executed Change Order or amendment in accordance with the requirements of this Agreement. The Contract Price expressly includes all out-of-pocket expenses incurred by Engineer in connection with the performance of the Work and this Agreement.

ARTICLE 6
GENERAL DUTIES AND OBLIGATIONS OF ENGINEER

6.1 Taxes. Owner shall not withhold from the payments made to Engineer pursuant to this Agreement, or pay on Engineer's behalf, income taxes, HST, GST or Social Security or Medicare taxes, unemployment taxes, or any Canadian equivalent or other employment-related taxes or other amount. As between Owner and Engineer, Engineer shall pay all taxes owed by Engineer in connection with the performance of the Work and the receipt of compensation hereunder, including (i) withholding, social

security or Canadian equivalent, and other taxes with respect to Engineer and all employees of Engineer and (ii) all taxes with respect to the compensation paid to Engineer under this Agreement, including any applicable sales or use taxes. Engineer agrees to cooperate with Owner in order to minimize any federal, provincial, or local taxes that may be payable in connection with the Work. Without limitation of the foregoing, if Engineer is an individual, Engineer will (i) report fees paid pursuant to this Agreement as Engineer's self-employment income, (ii) pay all self-employment taxes attributable thereto, and (iii) make all required estimated payments of taxes. If Owner is determined to be liable for any taxes owed and not paid by Engineer, or for any penalty associated therewith, Engineer shall indemnify and hold Owner harmless against such liability in accordance with Section 13.2 below. Engineer agrees to cooperate with Owner in order to minimize any federal, provincial, or local taxes that may be payable in connection with the Work.

6.2 Licensing and Other Qualifications. Engineer covenants and agrees that all individuals and entities that will perform all Work shall be qualified and properly licensed in the Province of the place of the Work.

6.3 Qualified Subcontractors.

6.3.1 Qualified Subcontractor Designation. Engineer may not subcontract any of the Work without the prior written consent of the Owner (such approved subcontractor, a "**Qualified Subcontractor**"). No Subcontract or other engagement with a Qualified Subcontractor shall relieve Engineer of any of its duties, responsibilities, obligations, or liabilities hereunder. As between Owner and Engineer, Engineer shall be solely responsible for the acts, omissions, and defaults of its Qualified Subcontractors (with the Qualified Subcontractors' acts, omissions, and defaults being attributable to Engineer).

6.3.2 Subcontract Terms. Any part of the Work performed for Engineer by a Qualified Subcontractor shall be pursuant to a written Subcontract between Engineer and such Qualified Subcontractor. Each Subcontract shall contain provisions that:

6.3.2.1 require that such portion of the Work be performed in accordance with the Requirements of this Agreement;

6.3.2.2 require timely submission of Qualified Subcontractor payment applications in order to enable Engineer to submit invoices for payment in accordance with the payment provisions of this Agreement;

6.3.2.3 waive (to the extent permitted by Applicable Law) all rights the subcontracting parties may have against one another or that the Qualified Subcontractor may have against Owner for loss or damage to property caused by fire or other perils;

6.3.2.4 require Partial Claim Waivers and Final Claim Waivers to be furnished, in accordance with Engineer's obligations under Section 6.9.2 of this Agreement;

6.3.2.5 recognize the rights of Owner pursuant to the contingent assignment of Subcontracts under Section 6.3.6 below and require the Qualified Subcontractor (upon notice by Owner that Owner has terminated this Agreement with Engineer pursuant to the terms hereof, and that Owner has elected, pursuant to Section 6.3.6 below, to retain the Qualified Subcontractor pursuant to the terms of its Subcontract with Engineer) to complete the unperformed obligations under such Subcontract and, if requested by Owner, to enter into an appropriate agreement

evidencing the fact that the Qualified Subcontractor is bound to Owner under the Qualified Subcontractor's Subcontract in the manner in which it has been bound to Engineer;

6.3.2.6 require the Qualified Subcontractor to carry and maintain insurance in accordance with the requirements of this Agreement (including waivers of subrogation) or as otherwise agreed in writing between the Parties;

6.3.2.7 except as to Owner's status as a third party beneficiary (as provided in Section 6.3.3), state that Owner shall not be in privity of contract with any Qualified Subcontractor or be liable to any such Qualified Subcontractor, unless Owner shall exercise its rights as provided in Section 6.3.6 (and, provided further, that any such liability shall only arise to the extent provided in such Section 6.3.6);

6.3.2.8 contain the waiver of consequential damages provision required by Section 16.2 of this Agreement;

6.3.2.9 contain an indemnification provision in favor of Owner Indemnified Parties at least as favorable to the Owner Indemnified Parties as those indemnities set out in this Agreement;

6.3.2.10 contain no provisions inconsistent with any of the provisions set out in this Section 6.3.2; and

6.3.2.11 provide that Qualified Subcontractor warranties shall be automatically assigned and transferred to Owner upon completion of the Work in accordance with Section 6.11.6.

6.3.3 Third-Party Beneficiary. Each Subcontract for a portion of the Work shall contain a provision specifically identifying Owner as a third party beneficiary of such Subcontract. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed to impose on Owner, and Owner expressly disclaims, any obligation, liability, or duty to any Qualified Subcontractor, or to create any contractual relationship between any such Qualified Subcontractor or other third party and Owner, including an obligation to pay or to see to the payment of any moneys due any such Qualified Subcontractor or other third party. No Qualified Subcontractor is intended to be or shall be deemed a third party beneficiary of this Agreement. Engineer shall notify each of its Qualified Subcontractors of the substance of this Section 6.3.3 with regard to the primary relationship between Owner and Engineer under this Agreement.

6.3.4 Management of Qualified Subcontractors. Engineer shall manage and coordinate the Qualified Subcontractors in their performance of Work and ensure that all of such Qualified Subcontractors discharge their respective obligations in full and timely compliance with the Requirements. Engineer shall be solely responsible for the acts, omissions, breaches, non-performance, or defaults of all Qualified Subcontractors and their agents, representatives, and employees. Engineer shall promptly notify Owner in writing of any payment disputes between Engineer and any Qualified Subcontractor whose Subcontract is in excess of Fifty Thousand Canadian Dollars (CAN$50,000) and shall provide Owner any information or documents reasonably requested by them relating to such dispute.

6.3.5 Payment of Qualified Subcontractors. Engineer shall pay for work properly performed, in accordance with the terms and conditions set out in the respective Subcontract, each Qualified Subcontractor the amount to which such Qualified Subcontractor is entitled. Each Subcontract shall require the Qualified Subcontractor thereunder to make timely payments to its laborers, suppliers and subcontractors.

6.3.6 Contingent Assignment.

6.3.6.1 Each Subcontract for a portion of the Work is hereby assigned by Engineer to Owner provided that the assignment is effective only upon termination of this Agreement by Owner by reason of an Engineer default, and only for those Subcontracts which Owner accepts by notifying the Qualified Subcontractor in writing.

6.3.6.2 Engineer shall provide (and shall cause its Qualified Subcontractors to provide) in each Subcontract that upon termination of this Agreement by Owner by reason of an Engineer default, at the option of Owner and subject to the preceding terms, all of the rights of Engineer under the Subcontract shall be assigned to Owner and the Qualified Subcontractor shall perform its duties and obligations thereunder, provided that Owner makes payment on the amounts due thereunder as and when due and payable, less such amounts theretofore paid by Owner to Engineer applicable to the Subcontract. Engineer shall execute and deliver to Owner any instruments reasonably required by Owner to confirm and evidence any of the preceding contingent assignments. Engineer shall also make available for Owner's inspection true and correct copies of the executed Subcontracts during regular business hours.

6.4 Permits. Engineer shall obtain and pay for all Permits necessary for the proper execution and completion of the Work. Engineer shall comply with the provisions of all Permits in the performance of the Work.

6.5 Compliance with Laws.

6.5.1 Anti-Corruption Compliance.

6.5.1.1 Foreign Government Official. For purposes of this provision, the term "Foreign Government Official" is broadly construed and includes: (i) any official or employee of any government or government agency, including officials and employees who are appointed, elected or hired at any level within the legislative, administrative, executive, judicial or regulatory bodies of a national, regional or local government (such as military personnel, police, judges, inspectors, licensing officers, customs agents, and low-level employees of government agencies, such as office workers); (ii) any director, officer or employee at any level of any company, legal entity or other instrumentality owned or controlled, either partially or wholly, by a government (such as national oil companies); (iii) any person acting in an official capacity for a government, government agency, or enterprise owned or controlled by a government (such as someone acting under a delegation of authority to carry out official responsibilities); (iv) any director, officer or employee at any level of certain public international organizations (such as the United Nations, the World Bank or the International Monetary Fund); and (v) any political party, any officials or employees of a political party or trade union, any candidate for political office, and any member of a royal, ruling or governing family.

6.5.1.2 Compliance with Applicable Laws. Engineer hereby represents and warrants that it and no person acting on its behalf, including but not limited to any employee, officer, director or third party, has given, offered or promised to give, or in the future will give, offer or promise to give, money or anything of value to any Foreign Government Official or to an intermediary for payment to any Foreign Government Official in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as a permit or license to do business, in connection with performing under this Agreement. Engineer further represents and warrants that all persons acting on its behalf, including but not limited to any employees, officers, directors or third parties, have complied with and will continue to comply with all applicable laws in performing this

Agreement, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. (the "**FCPA**"), the laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "**OECD Convention**") and any local laws prohibiting bribery, kickbacks, or other unlawful or improper means of obtaining business or commercial advantages, regardless of these laws' jurisdictional limits. Upon the written request of the Owner, all persons working on behalf of Engineer who have had or are likely to have contact with Foreign Government Officials will provide written certifications attesting to their compliance with applicable laws.

6.5.1.3 Duty to Remedy and Notify of Breach. Engineer further represents and warrants that, should it learn of or have reason to suspect any breach of the representations, warranties or covenants in this provision or any violation of any applicable anti-corruption law, included but not limited to the FCPA, it will take appropriate remedial steps and promptly notify Owner in writing of the suspected breach and any remedial actions taken to address such suspected breach.

6.5.2 Antidiscrimination Laws. **As applicable, Engineer and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

6.6 Notification of Defects. Engineer shall give prompt notice to Owner of any defects, deficiencies or non-conformity in or poor quality or condition of design or engineering of any portion of the Design Materials or Work that it detects and shall promptly remedy same to the extent of Engineer's responsibility under this Agreement. No such notice shall be deemed to cause a waiver or release of any of Engineer's duties or obligations under this Agreement or of Owner's rights and remedies hereunder. Engineer shall not be excused, released, or relieved of liability for any such defect in the Design Materials or Work or for failing to perform the Work in accordance with the Requirements on account of providing such notice to Owner and remedying the defect.

6.7 Correction of Damage and Defects. Engineer shall, at its sole cost and expense and pursuant to Section 6.11 below, correct any Design Materials or Work that are non-conforming or defective regardless of whether Owner has previously accepted such Design Materials or Work. The foregoing obligations of Engineer are in addition to Engineer's indemnity obligations under ARTICLE 13.

6.8 Damage to Property. Engineer shall be responsible for and promptly correct, repair, or replace any damage or loss to the Project or other property of Owner to the extent caused by Engineer, a Qualified Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The foregoing obligations of Engineer are in addition to Engineer's indemnity obligations under ARTICLE 13, including the limitation of liability.

6.9 No Liens; Claim Waivers; Discharge.

6.9.1 No Liens. Engineer shall perform and deliver the Work free and clear of all Liens, other than to the extent of any Lien that arises from Owner's unexcused failure to pay any portion of the Contract Price as required by this Agreement ("**Permissible Liens**"). Except for Permissible Liens, Engineer shall not directly or indirectly file, record, claim, assert, create, incur, assume, or suffer to be created any Lien on or affecting the Project, or any part of or interest therein (and shall prevent its Qualified Subcontractors from filing, recording, asserting, claiming, creating, incurring,

assuming, or suffering to be created any Lien). Engineer shall immediately notify Owner of any Lien on or against the Project or any interest thereon promptly upon learning of such Lien.

6.9.2 Claim Waivers. Engineer shall submit, along with its invoices in accordance with Section 12.2(c), Partial Claim Waivers or Final Claim Waivers, as applicable, which have properly executed by Engineer and its subcontractors.

6.10 Lien Discharge. Except for Permissible Liens, Engineer shall promptly discharge, release, and remove of record all Liens arising by, through, or under Engineer or any Qualified Subcontractor, and in any event discharge, release, and remove of record any such Lien no later than the date that is the earliest to occur of: (i) twenty (20) Business Days prior to the date the existence of such Lien would give rise to a default under any financing documents or similar agreements Owner has with any Financing Parties or that relate to the Project, as determined by Owner; (ii) one (1) Business Day following the date that the claimant commences procedures to foreclose upon such Lien; and (iii) ten (10) Business Days after the date of filing or recording of such Lien. Upon the failure of Engineer to comply with the requirements of the preceding sentence, Owner may, but shall not be obligated to, pay, discharge, or obtain a bond, letter of credit, or other security for such Lien, and upon such payment, discharge, or posting of security therefor, Owner shall be entitled to immediately recover from Engineer all costs and expenses incurred by Owner in connection with such payment, discharge, or posting, or to set off of all such amounts against any sums owed by Owner to Engineer.

6.11 Re-performance Standard

6.11.1 Engineer hereby agrees, represents, pledges and covenants to Owner each of the following, which the Parties hereby agree and acknowledge are each consistent with Prudent Engineering Practices, as defined in Article 1:

6.11.1.1 the Work and the Design Materials shall comply with and conform to the Technical Specifications and the other Requirements;

6.11.1.2 the Work and the Design Materials is free from all material defects and material deficiencies;

6.11.1.3 the Work and the Design Materials shall be suitable for use in the development, construction, and completion of the Project;

6.11.1.4 the Work and the Design Materials shall be free of Liens, security interests, encumbrances, or other defects in title except as to Permissible Liens; and

6.11.1.5 the Work will not infringe or violate the Intellectual Property Rights or interests of any Person.

(The foregoing warranties in Section 6.11.1 being hereinafter collectively referred to as the "**Re-performance Standard**").

Engineer shall comply with all applicable federal provincial and local laws, ordinances and regulations in performing the Work hereunder. Engineer shall re-perform any Work or Design Materials that does not conform to such Re-Performance Standards as set forth in Section 6.11.3 below at no additional cost to Owner. Notwithstanding anything herein to the contrary, any inspection, review, or approval by Owner under this Agreement (whether regarding the Work, Design Materials, the progress of the work hereunder, or otherwise) shall not relieve Engineer of any of its duties, liabilities or obligations under this Agreement.

6.11.2 Base Re-Performance Period. The Re-performance period shall commence upon delivery of any Work or Design Materials hereunder and shall remain in full force and effect until the earlier of (i) two (2) years after the Project Substantial Completion Date and (ii) two (2) years after the date all Work under this Agreement is completed in accordance herewith (the "**Base Re-performance Period**").

6.11.3 Re-performance Service. The obligations, duties, actions, and responsibilities of Engineer as set out in Section 6.11.3 shall be referred to hereinafter as the "**Re-performance Service**."

6.11.3.1 If, at any time during the Re-performance Period, (i) Engineer or any of its Affiliates or representatives has knowledge of any defect, deficiency, noncompliance or breach of the Re-performance Standard (each a "**Deficiency**") or (ii) Owner discovers any Deficiency and notifies Engineer thereof, Engineer shall, at Engineer's sole cost and expense, promptly correct such Deficiency in a reasonable manner and so as to minimize the nature and extent of any interruption of Owner's operation of the Project and minimize revenue loss to Owner, and otherwise cause the Work to comply fully with the Re-performance Standard and the Requirements. Engineer shall further be solely responsible for all costs, expenses damages incurred by Owner to repair or remediate any damage or defect to the Project resulting from such Deficiency and shall indemnify Owner for all costs incurred by Owner to repair or remediate any Project equipment or portion of the Project affected or damaged by any Deficiency, as well as for any manufacturer's warranty that may be voided as a result of the Deficiency or such corrective action. Any Re-performance Services performed by Engineer pursuant to this Section 6.11.3.1 shall be completed within a reasonable period of time and shall address the cause, and not just the effect, of the Deficiency.

6.11.3.2 If Engineer fails to commence Re-performance Service within five (5) Business Days after Engineer or any of its Affiliates or representatives gains knowledge pursuant to clause (i) of Section 6.11.3.1 or Engineer receives notice pursuant to clause (ii) of Section 6.11.3.1, or otherwise unreasonably delays the Re-performance Service, Owner may notify Engineer in writing that it intends to initiate and complete the required Re-performance Services after the giving of notice, and if Engineer does not commence, continue, or complete, as applicable, the Re-performance Service within five (5) Business Days after Engineer's receipt of such notice, Owner may thereafter elect to have the Re-performance Services performed in a manner which is consistent with the Requirements and this Agreement, and such performance shall be covered by the Re-performance Standard. Engineer shall be liable for all reasonable costs, charges, and expenses incurred by Owner in connection with such Re-performance Services Nothing herein shall in any way limit or relieve Engineer of any of its obligations under this Agreement. Re-performance Period for the Re-performed Services shall extend for a period of twelve (12) months after the date on which such Re-Performance Service is successfully completed.

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6.11.4 Notice. Engineer shall not be excused or relieved from performing any Re-performance Service after the end of the Re-performance Period if it receives written notice of the defect, deficiency, noncompliance, or failure constituting a Deficiency at any time before, during or within ten (10) days after the Re-performance Period, provided that the cause of the defect, Deficiency, noncompliance, or failure constituting a breach or failure of the Re-performance Standard occurred prior to or during the Re-performance Period.

6.11.5 Extension of Base Re-performance Period. If any Re-performance Service is performed less than twelve (12) months before the date on which the Base Re-performance Period would otherwise expire with respect thereto, the Base Re-performance Period shall be extended for a period of twelve (12) months after the date on which such Re-performance Service is successfully completed.

6.11.6 Qualified Subcontractors' Warranties. Engineer shall cause all Qualified Subcontractors' warranties and other third party component warranties to be assigned to Owner on the completion of Work, provided that Engineer shall retain the right and obligation to enforce and shall promptly enforce all warranties of all Qualified Subcontractors through the Re-performance Period. Qualified Subcontractors' warranties shall be automatically assigned to Owner if Engineer becomes insolvent or files for bankruptcy or this Agreement is terminated. If the stated term of any such Qualified Subcontractors' warranties is less than the Re-performance Period, the scope and term of the Re-performance Standard shall not be diminished or otherwise affected thereby. Engineer's failure to obtain sufficient warranties from any Qualified Subcontractors shall not in any way impair or limit Engineer's obligation to provide Re-performance Service hereunder with respect to Work performed by any such Qualified Subcontractors.

6.11.7 Engineer Access to Project Site. Engineer and its Qualified Subcontractors, agents and employees shall have access to the Project site at reasonable times during the Re-performance Period for the purpose of performing the Re-performance Service; provided that Engineer shall coordinate and schedule the performance of the Re-performance Service with Owner in order to minimize revenue loss to Owner and any interruption or interference with the operation and maintenance of the Project. Engineer shall provide Owner with reasonable prior notice of the Persons that will be performing the Re-performance Service and the scope and duration of the particular Re-performance Service to be performed. Engineer shall at all times comply with Owner's rules and policies regarding safety, security and the performance of any Re-performance Service work at the Project site.

6.12 No Relief of Engineer's Liability. Engineer acknowledges and agrees that any review by Owner of any plans, drawings, specifications or other documents prepared by or on behalf of Engineer shall be solely for Owner's determining for Owner's own satisfaction the suitability of the Work for the purposes intended therefor by Owner, and may not be relied upon by Engineer, Qualified Subcontractors, or any other Person as a substantive review thereof. In reviewing any plans, drawings, specifications, or other documents, Owner shall have no responsibility or liability for the accuracy or completeness of such documents, for any defects, deficiencies, or inadequacies therein, or for any failure of such documents to comply with the Requirements set out in this Agreement, the responsibility for all of the foregoing matters being exclusively the obligation of Engineer.

ARTICLE 7
COMPANY INFORMATION

Any information or documentation provided by Owner to Engineer relating to the Project or existing conditions upon, about, beneath, or adjacent to the Project site (including any information pertaining to subsurface conditions, borings, test pits, tunnels, and other conditions affecting the Project site) is provided only for the convenience of Engineer. Owner makes no representation or warranty as to, and assumes no responsibility whatsoever with respect to, the sufficiency, completeness, or accuracy of such information and makes no guarantee, either express or implied, that the conditions indicated in such information or documentation are representative of those existing at the Project site or existing throughout the performance of the Work. Notwithstanding the foregoing, some of the Work is based on information provided by Owner, accordingly the Engineer shall be entitled to rely upon the information provided by the Owner, provided Engineer's review of such Owner-supplied information is consistent with Prudent Engineering Practices. Without limiting the generality of the foregoing, Engineer will notify Owner in the event the Engineer identifies obvious errors or deficiencies in the information provided by Owner that would be obvious or apparent to a qualified engineer performing services in similar scope, nature and complexity to the Work. Such obvious errors or deficiencies may require further investigations resulting in a request for change in Work, such requests shall be made in accordance with Article 9 of this Agreement.

ARTICLE 8
FORCE MAJEURE

8.1 Effect of Force Majeure. Subject to Section 8.2, if a Party is prevented from carrying out its obligations under this Agreement due to a Force Majeure Event, then the obligations of such Party hereunder shall be suspended during the continuance of the effects of such Force Majeure Event, but only to the extent prevented by such Force Majeure Event. The Party claiming Force Majeure shall use diligent, commercially reasonable efforts to remedy or remove the inability caused by the Force Majeure Event and mitigate the effects of the Force Majeure Event, and shall promptly resume performance when and to the extent the inability is remedied or removed. During a Force Majeure Event, the Party claiming Force Majeure shall discharge all of its duties and obligations as required under this Agreement that are not prevented by the Force Majeure Event.

8.2 Notice. As a condition precedent to any claim for relief due to a Force Majeure Event, the Party claiming Force Majeure shall, within five (5) days of the date such Party knew or should have known of the event or occurrence giving rise to its claim of Force Majeure, give the other Party written notice thereof, describing the particulars and circumstances of the Force Majeure Event, its basis for claiming Force Majeure, the effects of the Force Majeure Event on its ability to meet schedule requirements (if any) and its performance hereunder, and a good faith estimate of its schedule for returning to full performance. The Party claiming Force Majeure shall keep the other Party fully informed of its progress in resuming full performance and shall give the other Party prompt notice when it is reasonably certain it will be able to overcome its inability to perform any obligation suspended on account of the Force Majeure Event and is able to resume full performance of its obligations hereunder.

ARTICLE 9
CHANGE ORDERS

9.1 Owner Request for Change in Work. Owner may request changes in the Work within the general scope of this Agreement, consisting of addition, deletions, or other revisions to the scope of Work, by submitting a written change request to Engineer. Engineer shall submit a detailed proposal to Owner stating (i) the increase or decrease, if any, in the Contract Price which would result from such change, using Engineer's unit rates and/or labor rates as set forth in Exhibit D, where applicable, (ii) the effect, if any,

upon the Guaranteed Completion Date(s) by reason of the proposed change and any other material effect on the Project or performance of this Agreement. To the extent the requested change would require materials or labor that are not published in Exhibit D, Engineer shall base its pricing on its actual cost plus a markup of FIVE PERCENT (5%). Owner shall accept or reject Engineer's proposal for the requested change within 2 Business Days. If Owner has not responded within such period, Engineer shall provide Owner an additional Notice and Owner shall have an additional two (2) Business Days after its receipt of the same to respond. Should Owner not respond to Engineer within such additional two (2) Business Day period, the Guaranteed Completion Date(s) will be adjusted to a later date(s) by the same number of Business Days exceeding the two (2) Business Days. If Owner agrees with Engineer's proposal, Owner and Engineer shall execute a Change Order reflecting the requested change in the Work and proposed adjustments, if any, in the Contract Price and/or the Guaranteed Completion Date(s). If Owner disagrees with Engineer's proposal, Owner shall notify Engineer that Owner has either decided to withdraw its requested change or issue an Owner Directive pursuant to Section 9.3.

9.2 Limitations on Changes of Work. Except as otherwise provided in Section 9.3, Engineer shall not proceed with any change in the Work requested by Owner unless or until a written Change Order is executed by the Parties in relation to such change. Should Engineer proceed with any such change in the Work in the absence of a fully executed Change Order, then Engineer agrees that it shall have no claim for extra costs or for a time extension arising out of its performance of the changed Work.

9.3 Disputed Changes. In the event Owner disagrees with Engineer's proposal in relation to Owner's request for a change in the Work, Owner may issue a written order (an "**Owner Directive**") directing changes in the Work, the Contract Price and the Guaranteed Completion Date(s) to be adjusted, if any, as hereinafter provided. Unless otherwise stated in the Owner Directive, Engineer shall begin the Work described in an Owner Directive promptly upon receipt of the same.

9.3.1 The adjustment to the Contract Price resulting from the issuance of an Owner Directive shall be determined as follows:

9.3.1.1 If the Engineer's actual cost of performing the Work is increased by any such change, the Contract Price shall be increased (without duplication) so as to reflect such actual cost to Engineer (or any tier or level of Subcontractor) attributable to the change plus a percentage fee for overhead and profit. For Work which is performed as a result of such change, the fee payable to Engineer shall be calculated using unit rates in the Agreement, or the actual cost incurred by Engineer for such additional Work plus FIVE PERCENT (5%) markup. Any fee charged by any level or tier of Subcontractor for its overhead and profit shall likewise be limited by the preceding percentages (which percentages shall similarly be applied on the basis of whether such Subcontractor performs the Work with its own forces or with the personnel of a Subcontractor retained by it).

9.3.1.2 If the Engineer's actual cost of performing the Work is decreased by any such change, the Contract Price shall be decreased (without duplication) so as to reflect the actual cost which would have been incurred by Engineer (or by any tier or level of Subcontractor) in the absence of such change, plus percentage fees calculated as described in this Section 9.3.

9.3.1.3 Engineer shall keep and present, in such form as Owner may prescribe, an itemized accounting of its actual costs together with appropriate supporting data, such as timesheets, invoices, time cards, payroll stubs, purchase orders, receipts and similar documentation.

9.4 Waiver of Claims. By executing a Change Order, Engineer thereafter waives the right to assert any further claim for an increase in the Contract Price or any extension in the Guaranteed Completion Date(s) based on the subject matter of, or the claim addressed by, such Change Order; it being acknowledged and agreed by Engineer that any such Change Order shall completely address any schedule or cost impact associated with the subject matter of, or the claim addressed by, such Change Order.

ARTICLE 10
LIQUIDATED DAMAGES

10.1 Schedule for Completion. Engineer shall complete the Work in accordance with the Requirements by the applicable Guaranteed Completion Date(s) set out in this Agreement.

10.2 Delay Liquidated Damages. The Parties agree that it would be extremely difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix with precision the actual damages and loss Owner would suffer should Engineer fail to timely deliver all or a portion of the Work by the applicable Guaranteed Completion Date(s), and accordingly the Parties hereby agree that in the event of such a failure, Owner shall be entitled to recover from Engineer, as liquidated damages for such delay, the amounts specified in Exhibit B to this Agreement for each day completion of such Work is so delayed ("**Delay Liquidated Damages**"). Owner and Engineer agree that the Delay Liquidated Damages described in this Section 10.2 are not a penalty, but instead are a good faith and reasonable estimate by the Parties of the damages and loss Owner would suffer in the event Engineer fails to complete the Work by the Guaranteed Completion Date(s) set out in Exhibit B.

10.3 Payment of Liquidated Damages. Delay Liquidated Damages shall be payable by Engineer to Owner upon forty five (45) calendar days from demand , and at Owner's option, may be offset against amounts due from Owner to Engineer. Late payments of Delay Liquidated Damages will accrue interest as provided in Section 12.8.

ARTICLE 11
INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership.

11.1.1 Except as provided with respect to Licensed Works under Section 11.1.3, (i) the copies and other tangible embodiments of the Work, and any other drawings, specifications, engineering, plans and reports and other documents prepared by or on behalf of Engineer, or the Qualified Subcontractors in connection with the Project or the Work, together with the Intellectual Property Rights, if any, relating thereto and to the contents of or concepts embodied therein (collectively, the "**Design Materials**") are and shall remain the exclusive property of Owner and (ii) Owner shall not acquire any right, title, or interest with respect to (a) pre-existing proprietary technology, know-how, processes, or software that Engineer may use in connection with the Work or (b) a Licensed Work. Engineer shall use its best efforts to ensure all copies of the Design Materials are delivered or returned to Owner or suitably accounted for upon Owner's request or upon final payment, whichever is earlier. Any drawings, specifications, engineering, plans and reports provided by the Owner shall remain the exclusive property of the Owner.

11.1.2 To the extent that Section 11.1.1 does not vest in Owner full, complete, exclusive and worldwide rights, title, and interests in the Design Materials, (i) the Design Materials shall be treated as a work for hire or, as necessary, Engineer shall assign, transfer, and convey, and shall cause all Qualified Subcontractors to assign, transfer, and convey, to Owner all of their respective worldwide rights, title, and interests in and to any Intellectual Property Rights associated with such

Design Materials, in each case as necessary to vest in Owner all such rights, title, and interests, which shall be deemed to have vested in Owner from the moment of their creation.

11.1.4 Engineer shall disclose to Owner, prior to execution of any Work hereunder, any work incorporated or to be incorporated into, or otherwise delivered to Owner pursuant to, the Work if such work will be subject to the Intellectual Property Rights of Engineer or a third party ("**Licensed Work**"). Notwithstanding anything to the contrary herein, Design Materials do not include Licensed Works. Engineer hereby grants and will cause to be granted and delivered to Owner from Qualified Subcontractors, whichever is appropriate, a paid-up, non-exclusive, world-wide, irrevocable, perpetual, transferable license for Owner to use, reproduce, and have reproduced, and for Owner to allow others to use, reproduce, and have reproduced, the Licensed Work and any derivative thereof, subject to the restrictions set out below (the "**License**"). The License shall be deemed granted upon the later of the Effective Date or creation of any of the Intellectual Property Rights to which it pertains. Engineer hereby consents to the assignment by Owner of all or a portion of its rights, title, and interests in the License (including by sublicense) to any owner of an interest in the Project, any purchaser of power produced by the Project, or in connection with any financing (whether direct or indirect) involving the Project, to any Financing Party, and Contractor shall execute and deliver, upon request, a consent to any such assignment.

11.1.5 Upon the date of termination of this Agreement, Engineer shall deliver to Owner any Design Materials which have not been previously submitted to Owner.

11.2 Engineer's Warranty Regarding Patents and Other Proprietary Rights. Engineer warrants and represents to Owner that it shall secure for Owner, at its cost (including payment of all royalties and other fees) all Intellectual Property Rights necessary for the execution and completion of the Work, and use of the Work, including in connection with the construction, ownership, operation, and management of the Project.

11.3 Intellectual Property Indemnity. Engineer shall indemnify, defend, and hold harmless Owner and the Owner Indemnitees from and against any and all losses, damages, or expenses, including court costs and reasonable attorneys' fees, arising or resulting from any claim or legal action alleging that portions of the Work furnished by Engineer under this Agreement, or the use thereof, constitutes an infringement or violation of any Intellectual Property Rights. If any such item is held to constitute an infringement and the use of such item is enjoined, Engineer shall, at its own expense (in addition to Engineer's indemnification obligation described above and any other remedies Owner may have under this Agreement), either procure the right for Owner to use the infringing item, replace the same with a substantially equal but non-infringing item, or modify the same to be non-infringing; provided, that any substitute or modified item shall meet all the Requirements and be subject to all the provisions of this Agreement.

ARTICLE 12
INVOICING AND PAYMENT

12.1 Invoices. Engineer shall invoice Owner in accordance with the invoicing procedures set out in Section 12.2 and Exhibit E. Each invoice hereunder, except the invoice for final payment, shall be accompanied by duly executed Partial Claim Waivers from Engineer and all Qualified Subcontractors who have performed Work related to such invoice. Engineer's invoice for final payment shall be accompanied by Final Claim Waivers from Engineer and all Qualified Subcontractors. Subject to Engineer's compliance with this Section 12.1, all amounts remaining unpaid forty five (45) calendar days after the date on which Owner receives the invoice shall accrue interest as set out in Section 12.8.

12.2 Invoicing Procedures. Each invoice submitted by Engineer shall:

a. Identify this Agreement by title of document (e.g., Engineering Services Agreement), date of Agreement, Project name, and Owner.

b. Set out an itemization of the Work, in each case in such detail and with such supporting documentation as necessary to permit Owner to verify the invoiced amounts. Billing shall be submitted monthly.

c. Include duly executed Partial Claim Waivers from Engineer and all Qualified Subcontractors who have performed Work related to the invoice; provided that the invoice for final payment shall be accompanied by duly executed Final Claim Waivers from Engineer and all subcontractors.

d. Include such other information, documents or other materials (i) as may be required by the laws or customs of the jurisdiction in which the Project is located in order to protect Owner from liens or claims, or (ii) as Owner or the Financing Parties may reasonably request.

e. Be addressed to the Owner as set out in Section 16.6 (for invoices) of this Agreement.

f. Set out the total amount billed under the Agreement to the date of the invoice, with an indication of whether the amount billed under the invoice is included in or excluded from such total amount.

12.3 Records and Audit. Engineer shall keep and maintain such full and detailed books, records, and accounts as may be reasonably necessary for proper financial management under this Agreement, including one set of records showing all payments made to Engineer by Owner. Such records shall be maintained for at least three (3) years after final payment to Engineer. At any reasonable time within three (3) years after final payment to Engineer, Owner and its representatives may inspect, copy and audit such records relating to (i) payments to Engineer for Work performed, (ii) Taxes assessed or imposed on the Work, or (iii) any regulatory or other proceeding before a Governmental Authority. If the audit determines that there has been an under or over payment, then the Party owing money shall promptly pay the amount due, with interest. All information, books, records and accounts provided to Owner by Engineer pursuant to this Section 12.3 shall be subject to the confidentiality requirements of Section 16.10.

12.4 Subcontracts. No invoice shall include a request for payment of amounts Engineer has not paid or does not intend to pay a Qualified Subcontractor because of a dispute or any other reason.

12.5 Amount of Payment. Owner will, within fifteen (15) days after the receipt of Engineer's invoice (and all supporting documentation), notify Engineer of the amount Owner determines is properly due. If the amount so determined by Owner is less than the amount requested by Engineer, Owner shall include with such notification an explanation of the reasons for withholding payment in whole or in part as permitted in this Agreement.

12.6 Withholding Payments. Owner may withhold a payment in whole or in part if the Work referenced in the corresponding invoice is not properly completed or as may be necessary to protect Owner from loss because of (1) defective, deficient, or nonconforming Work not remedied, (2) claims filed by third parties (including the assertion, filing, or recording of any Liens by Engineer, Qualified Subcontractors, or others performing part of the Work, excluding Permissible Liens), (3) failure of Engineer to make payments properly to Qualified Subcontractors or for labor, materials, or equipment, (4) damage to Owner (5) reasonable evidence that the Work, or a portion thereof, has not been completed within the schedule required by this Agreement and that the unpaid balance would not be adequate to cover actual or

liquidated damages, or (6) failure to carry out the Work in accordance with this Agreement. Owner shall not be deemed in default by reason of withholding a payment in whole or in part while any of the above matters remains uncured or during the pendency of any dispute relating to the foregoing. When Engineer believes that it has cured the reason for any such withholding, Engineer shall resubmit an invoice for the amount which was withheld. If Owner agrees that the reason for withholding has been cured, certification and payment for the withheld amount shall be made as provided in this Agreement. Any amounts withheld by Owner shall be reported and described to Engineer in Owner's next response to an invoice submitted by Engineer or via written notice.

12.7 Qualified Subcontractors. Engineer shall promptly pay each Qualified Subcontractor, upon receipt of payment from Owner, out of the amount paid to Engineer on account of such Qualified Subcontractor's portion of the Work, the amount to which said Qualified Subcontractor is entitled, reflecting percentages actually retained from payments to Engineer on account of such Qualified Subcontractor's portion of the Work. Engineer shall, by appropriate agreement with each Qualified Subcontractor, require each Qualified Subcontractor to make payments to its Qualified Subcontractors in a similar manner. Owner shall not have an obligation to pay or to see to the payment of money to any Qualified Subcontractor.

12.8 Interest. Late payments by either Party of amounts due and owing under this Agreement shall accrue an interest charge at the lesser of (i) a rate of one percent (1%) over the Prime Rate and (ii) the maximum lawful rate under Applicable Law.

12.9 Offset Rights. Owner shall have the right to offset any amounts due and payable by Owner to Engineer hereunder against any amounts due and payable by Engineer to Owner hereunder.

12.10 Payment Dates. Notwithstanding anything to the contrary in this ARTICLE 12, in the event that a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be deemed due on the first Business Day thereafter.

12.11 Effect of Payment. Payment or approval of an invoice shall not constitute (i) Owner's acceptance or approval of any portion of the Work, (ii) Owner's acceptance of Work that has been or subsequently is determined to be defective or deficient or not to be completed or performed in accordance with the Requirements, (iii) a waiver of any claim or right Owner may have at that time or thereafter, including claims regarding unsettled Liens, warranty rights, and indemnification obligations of Engineer. No payment made by Owner shall be considered or deemed to represent that Owner has inspected the Work or checked the quality or quantity of the Work or that Owner knows or has ascertained how or for what purpose Engineer has used sums previously paid. All payments of invoices shall be subject to correction or adjustment in subsequent progress reviews and payments and as otherwise provided in this Agreement.

ARTICLE 13
INDEMNIFICATION

13.1 **GENERAL INDEMNITY. ENGINEER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OF OWNER, THE OWNER OF THE PROJECT, THE FINANCING PARTIES, EACH OF THEIR PARENT COMPANIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS OF EACH OF THEM (EACH, AN "OWNER INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING OR RESULTING FROM, OR OCCASIONED BY OR IN CONNECTION WITH (I) THE PERFORMANCE BY ENGINEER OF, OR FAILURE OF ENGINEER TO PERFORM, ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, (II) ANY VIOLATION OF APPLICABLE LAW OR PERMIT REQUIRED TO BE**

COMPLIED WITH HEREUNDER, (III) ANY NEGLIGENT ACT OR NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT, BY ENGINEER, A QUALIFIED SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, (IV) ANY BREACH, DEFAULT, VIOLATION, OR NONPERFORMANCE BY ENGINEER OF ANY TERM, COVENANT, CONDITION, DUTY, OR OBLIGATION PROVIDED IN THIS AGREEMENT, (V) CLAIMS OR LIENS BY ENGINEER, ANY QUALIFIED SUBCONTRACTOR OR ANY OTHER SUBCONTRACTOR OR VENDOR OF ENGINEER, FOR NONPAYMENT OF AMOUNTS DUE AS A RESULT OF FURNISHING WORK EXCEPT TO THE EXTENT OF THE UNEXCUSED FAILURE OF OWNER TO MAKE PAYMENT TO ENGINEER FOR SUCH WORK, AND (VI) INFRINGEMENT OR THE IMPROPER USE OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ENGINEER'S OR ANY QUALIFIED SUBCONTRACTOR'S PERFORMANCE OF THE WORK. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ENGINEER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS AND SHALL AT ALL TIMES BE LIMITED TO AND SHALL NOT EXCEED TEN MILLION CANADIAN DOLLARS CAN$10,000,000 PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY TO DAMAGES ARISING OUT OF ENGINEER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NOR FOR THIRD PARTY CLAIMS.

13.2 **TAX INDEMNITY. WITHOUT LIMITING THE INDEMNITY SET OUT IN SECTION 13.1, ENGINEER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER INDEMNIFIED PARTIES FROM ANY AND ALL LOSSES ARISING OR RESULTING FROM, OR OCCASIONED BY OR IN CONNECTION WITH (I) ANY TAXES FOR WHICH ENGINEER IS RESPONSIBLE UNDER THIS AGREEMENT AND (II) THE FAILURE OF ENGINEER OR A QUALIFIED SUBCONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF ARTICLE 6, INCLUDING, IN EACH CASE, ANY INTEREST, FINES, AND PENALTIES RELATING THERETO.**

13.3 No Limitation. In claims against any Owner Indemnified Party under Section 13.1 by an employee of Engineer, a Qualified Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 13.1 shall not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Engineer, a Qualified Subcontractor, or any other above-referenced party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, or (ii) pursuant to any common law or case law.

13.4 Comparative Negligence. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense, or liability attributable to that Party's negligence.

13.5 Indemnification Procedure. Promptly after receipt by an Owner Indemnified Party of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this ARTICLE 13 may apply, the Owner Indemnified Party shall notify Engineer in writing of such fact; provided, that the rights of the Owner Indemnified Party pursuant to this ARTICLE 13 shall not be limited by the failure to give the Indemnifying Party notice. Owner Indemnified Party shall assume defense of such claim and Engineer shall pay all costs and expenses incurred by Owner Indemnified Party in Owner Indemnified Party's selection of counsel in such defense. Engineer shall pay any and all costs, damages or attorneys' fees awarded against the Owner Indemnified Party.

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ARTICLE 14
INSURANCE

14.1 General. Engineer shall maintain the insurance required by this ARTICLE 14, together with any other type of insurance required by this Agreement, with insurance companies rated A-VII or better by A.M. Best's Key Ratings Guide, or other insurance companies of recognized responsibility reasonably satisfactory to Owner, until all obligations of Engineer pursuant to this Agreement have been fully discharged, unless otherwise stated herein. Owner, the Financing Parties and such other parties as Owner may designate shall be named as additional insureds on all insurance policies (excluding the Professional Liability, Commercial Automobile Liability and the Worker's Compensation Policies). All such insurance shall be primary and non-contributing with respect to the insurance maintained by the additional insureds, shall indicate that severability of interests exists as to all insureds (whether named or otherwise), and shall be written on an occurrence basis (except the Professional Liability, which shall be written on a claims-made basis). All policies of insurance required to be maintained by Engineer under this ARTICLE 14 shall provide that they may not be canceled without thirty (30) days' prior written notice sent by registered mail to Owner and the other additional insureds. The Engineer shall provide thirty (30) days' prior written notice to Owner in the event of non-renewal or material change.

14.2 Additional Insureds. All policies of insurance that this Agreement requires Engineer to maintain shall, with the exception of Worker's Compensation and Employer's Liability Insurance, Commercial Automobile Liability and any Professional Liability Insurance, shall name the following as additional insureds: EDP Renewables Canada Ltd., EDP Renewables North America LLC and their subsidiaries and affiliates; the directors, officers, employees, and agents of both EDP Renewables Canada Ltd. and EDP Renewables North America LLC; and the successors and assigns of all of the foregoing ("**Additional Insureds**"); provided that, without limiting the foregoing, such Persons shall remain Additional Insureds if this Agreement is assigned to the BOP Contractor.

14.3 Notification. Engineer shall notify Owner of any incident that would reasonably be expected to result in an insurance claim for an amount in excess of Fifty Thousand Canadian Dollars (CAN$50,000.00) and keep Owner timely apprised of insurance claim proceedings.

14.4 Engineer's Insurance. Engineer shall, at its expense, maintain the following insurance policies:

14.4.1 Commercial General Liability Insurance; Policy Exclusions. Engineer shall maintain Commercial General Liability Insurance for the Project on an "occurrence" basis, including coverage for: Premises and Operations Liability; Explosion, Collapse, and Underground Damage Liability; Personal Injury Liability; Broad Form Property Damage Liability; Blanket Contractual Liability; Employers' Liability Insurance, Products and Completed Operations Liability for a period of one (1) year following the date final completion of the Project is achieved under the BOP Contract; and Independent Contractor's Protective Liability. Such policy shall have primary coverage limits of no less than One Million Canadian Dollars (CAN$1,000,000.00) for injuries or death to one or more persons or damage to property resulting from any one occurrence and a Two Million Canadian Dollars (CAN$2,000,000.00) aggregate limit. Such policy shall contain a waiver of subrogation in favor of the Additional Insureds.

14.4.2 Commercial Automobile Liability Insurance. Engineer shall maintain Commercial Automobile Liability Insurance, including coverage for owned, non-owned, rented, leased, and hired automobiles for both bodily injury and property damage and containing appropriate no-fault insurance provisions or other endorsements in accordance with provincial legal requirements, with

a combined single limit of not less than One Million Canadian Dollars (CAN$1,000,000) per accident with respect to bodily injury, property damage, or death.

14.4.3 Umbrella Excess Liability Insurance. Engineer shall maintain Umbrella Excess Liability Insurance of not less than a combined single limit of Five Million Canadian Dollars (CAN$5,000,000) per occurrence and an annual aggregate limit of Five Million Canadian Dollars (CAN$5,000,000) with Products and Completed Operations Liability coverage, which coverage shall remain in effect for one (1) year after the Project Substantial Completion Date or two (2) years after last day Work is provided under this Agreement, whichever is earlier. Such coverage shall be over and above the coverage provided by the policies described in Sections 14.4.1 and 14.4.2 and the Employer's Liability portion of the coverage maintained pursuant to Section 14.4.4. The Umbrella Excess Liability Insurance shall not contain endorsements which restrict the coverages provided in the underlying policies. Such policy shall contain a waiver of subrogation endorsement in favor of the Additional Insureds.

14.4.4 Workers' Compensation and Employer's Liability Insurance. Engineer shall maintain Workers' Compensation Insurance in an amount not less than the statutory limits required by Applicable Laws (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) One Million Canadian Dollars (CAN$1,000,000.00) for bodily injury by accident, each accident, (ii) One Million Canadian Dollars (CAN$1,000,000.00) for bodily injury by disease, each employee, and (iii) One Million Canadian Dollars (CAN$1,000,000.00) aggregate liability for disease..

14.4.5 Professional Liability Insurance. Engineer shall maintain a Professional Liability Insurance Policy written with a limit of liability of not less than Ten Million Canadian Dollars (CAN$10,000,000) for each claim, and not less than Ten Million Canadian Dollars (CAN$10,000,000) in the aggregate, for errors, omissions, or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder as an architect, engineer, or other professional. The Professional Liability Insurance Policy must be maintained for the duration of the Re-performance Period.

14.5 Qualified Subcontractors' Insurance. Engineer shall require all of its Qualified Subcontractors to obtain, maintain, and keep in force, during the time in which they are involved in performance of the Work, coverage in accordance with the insurance requirements set out in this ARTICLE 14 including the required waivers of subrogation. Notwithstanding the foregoing, upon written request from Engineer, Owner may, in its sole discretion, permit certain Qualified Subcontractors to maintain Umbrella Excess Liability Insurance in an amount less than that required by Section 14.4.3 above.

14.6 Additional Insurance Policies. Engineer and Owner may, at their own expense, purchase and maintain or cause to be maintained such other or additional insurance (as to risks covered, policy amounts, policy provisions, or otherwise) as they desire.

14.7 Verification of Coverage. Attached hereto as Exhibit H is a certificate or certificates of insurance verifying that Engineer's insurance coverages outlined in this ARTICLE 14 are in full force and effect. Prior to Work being performed by Engineer's Qualified Subcontractors, Engineer shall deliver to Owner certificates of insurance verifying that each such Qualified Subcontractor's insurance coverages outlined in Section 14.5 are in full force and effect, and naming Owner and the Financing Parties as additional insureds.

14.8 Deductibles. Deductibles under each of Engineer's insurance policies provided hereunder shall be no greater than Two Hundred Fifty Thousand Canadian Dollars (CAN$250,000.00) (which

deductible may be achieved under such policies themselves or through one or more deductible buy-down policies), except for Engineer's Workers' Compensation and Employer's Liability Insurance under Section 14.4.4 under which said policies' deductibles shall be no greater than Five Hundred Thousand Canadian Dollars (CAN$500,000.00). The payment of the deductibles for all policies obtained by Engineer shall be the responsibility of Engineer.

14.9 Waiver. Owner and Engineer (to the extent permitted under Applicable Law) waive all claims against each other for loss or damage to any of their respective property which is insured under valid and collectible insurance policies, but only to the extent of the actual recovery of property insurance proceeds. Notwithstanding the foregoing, the preceding waiver shall not be operative in any case where the effect of such waiver is to invalidate property insurance coverage or the right of the insured to recover thereunder.

14.10 Failure to Obtain Insurance. If Engineer fails to obtain and maintain insurance required by this ARTICLE 14, Owner may purchase such insurance. In such case, at Owner's option, Engineer shall either reimburse Owner for the cost of such insurance upon demand or Owner may deduct such cost from amounts due or to become due to Engineer.

ARTICLE 15
TERMINATION

15.1 Termination. This Agreement may be terminated prior to the expiration of the Term as follows:

15.1.1 Incapacity. Owner has the right to terminate this Agreement if, as a result of an incapacity due to illness or accident of individuals representing Engineer or employed by Qualified Subcontractors that Owner considers are critical to the performance of the Work, such individuals have been unable to perform their normal services satisfactorily, in the sole opinion of Owner.

15.1.2 Cause. Owner shall have the right to terminate this Agreement for cause if (a) Owner determines that Engineer has failed to perform its duties under this Agreement, or (b) if Engineer engages in misconduct materially injurious to Owner or its Affiliates, members, employees, or agents, or (c) Engineer has otherwise breached this Agreement, or (d) Engineer fails to comply with the requirements of ARTICLE 6, or (e) the requirements specified for Qualified Subcontractors in Section 6.3 have not been satisfied. Engineer may terminate this Agreement by giving written notice of termination to Owner if Owner materially breaches any terms of this Agreement, including the failure to make any payment hereunder by the due date.

15.1.3 Mutual Agreement. Upon mutual agreement of Engineer and Owner, the Agreement may be terminated.

15.1.4 Convenience. Owner may terminate this Agreement for convenience and without cause by providing five (5) days' prior written notice to Engineer of its intent to terminate this Agreement.

15.2 Payments Upon Termination. Upon expiration of this Agreement or in the event of termination as provided in Section 15.1, Engineer shall be entitled to payment for Work performed in accordance with the Requirements prior to the date of termination or expiration and in accordance with the terms of the Agreement.

ARTICLE 16
GENERAL PROVISIONS

16.1 Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set out in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

16.2 Consequential Damages. Owner and Engineer waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents, and employees) for any consequential, incidental, indirect, special, exemplary, or punitive damages (including loss of actual or anticipated profits; revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing, or financing; loss of use or productivity; or increased cost of capital) arising out of this Agreement, and regardless of whether any such claim arises out of breach of contract or failure to re-perform, tort, product liability, strict liability, or any other legal theory; provided, that the limitations of liability imposed by this Section 16.2 shall not apply to (a) Engineer's indemnity obligations set out in this Agreement as they relate to claims by third parties or (b) losses which arise or result from fraud, willful misconduct, or gross negligence of Engineer or Engineer's subcontractors or vendors. Engineer understands and agrees that any Delay Liquidated Damages payable by Engineer under this Agreement, the cost of re-performance, and Engineer's obligations pursuant to Section 6.8 shall not be deemed consequential damages for purposes of this Section 16.2.

16.3 Balance of Plant Contract. During the Term of this Agreement, Owner may negotiate one or more balance of plant contracts for engineering, procurement, or construction of the Project (each a "BOP Contract") with a third party contractor ("**BOP Contractor**"), wherein it is contemplated that the BOP Contractor thereunder will perform certain engineering, procurement, and construction services. In connection with the execution of the BOP Contract by Owner, the Parties agree that Owner may elect to assign this Agreement, including any Re-performance Standard obligations hereunder, to such BOP Contractor, and Engineer hereby agrees to such assignment, to enter into an assignment agreement memorializing same (which assignment agreement shall materially conform to the form of assignment attached hereto as Exhibit F), and otherwise to cooperate with such assignment. In the event this Agreement is assigned to a BOP Contractor, except as to Owner's status as a third party beneficiary (as provided in Section 16.14), Owner shall not be in privity of contract with Engineer or any Qualified Subcontractor or be liable to Engineer or any Qualified Subcontractor unless Owner shall exercise its rights as provided in Section 16.4.

16.4 Assignment Back to Owner upon Termination of BOP Contract.

16.4.1 If a BOP Contract with a BOP Contractor to which this Agreement has been assigned is terminated, this Agreement shall be assigned back to Owner upon Owner's written notification to Engineer that Owner accepts such assignment. Upon such assignment Engineer shall be required to complete the unperformed obligations under this Agreement, and shall, if requested by Owner, enter into an appropriate agreement evidencing the fact that Engineer is bound to Owner for Work required while this Agreement was assigned to a BOP Contractor in the manner in which it had been bound to such BOP Contractor.

16.4.2 If this Agreement has been assigned to a BOP Contractor, the Re-performance Standard obligations under this Agreement shall be automatically assigned and transferred to Owner upon completion of the Work; provided, that BOP Contractor may continue to enforce such Re-performance Standard obligations until its expiration.

16.5 Assignment. This Agreement shall not be assignable by Engineer without the express prior written consent of Owner. Owner may freely assign this Agreement, and Owner's assignee shall be entitled to rely upon the Work and Engineer's work product to the same extent as Owner. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

16.6 Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing (unless otherwise provided) and shall be served (i) personally, (ii) by reputable express courier service, or (iii) by facsimile transmission addressed to the relevant Person at the address stated below or at any other address notified by that Person as its address for service. Notices so given shall be deemed to have been served as follows: (i) if given personally, on delivery; if given by express courier service, on the next Business Day after the same shall have been delivered to the intended Person; and if given by facsimile transmission, on dispatch unless dispatched after the recipient's normal business hours on a Business Day or dispatched on any day other than a Business Day, in which case such notice shall be deemed to have been delivered on the next Business Day. As proof of such service it shall be sufficient to produce, respectively, a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee, or an activity report of the sender's facsimile machine showing the correct facsimile number of the Person on whom notice is served and the correct number of pages transmitted. All communications, other than routine correspondence in the ordinary course of business, between Owner and Engineer pursuant to this Agreement shall be sent in accordance with this Section 16.6.

The addresses for service are:

To Owner:

Nation Rise Wind Farm Limited Partnership
219 Dufferin St., Unit 217C
Toronto, Ontario M6K 3J1
Canada
Attention: General Counsel
Telephone: (416) 502-9463
Facsimile: (416) 502-1706

With copy to:

EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
USA
Attention: EVP – Western Region
Telephone: (713) 265-0350
Facsimile: (713) 265-0365

and

EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
USA
Attention: EVP – Technical

Telephone: (713) 265-0350
Facsimile: (713) 265-0365

To Engineer:

WSP CANADA Inc.
1600, boul. René-Lévesque West, 16th floor
Montréal, (QC), H3H 1P9
Canada
Attention: General Counsel
Telephone: 514-340-0046
And

WSP Canada Inc.
1135 Lebourneuf blvd
Québec (QC) G2K 0M5
Canada
Attention: Mathieu Laflamme
Telephone: 581 814-5708

16.7 Governing Law. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts of law principles.

16.8 Amendments. No change, amendment, or modification of this Agreement (including Change Orders issued hereunder) shall be valid or binding upon the Parties unless such change, amendment, or modification is in a written document that expressly provides that it changes, amends, or modifies the Agreement, and such document is duly executed by authorized representatives of both Parties.

16.9 Entire Agreement. This Agreement sets out the full and complete understanding of the Parties relating to the subject matter hereof as of the Effective Date and supersedes any and all negotiations, agreements, and representations made or dated prior hereto with respect to the subject matter of this Agreement. In the event of any conflict or inconsistency between or among the main body of this Agreement and any document or documents that may be incorporated herein by reference, such documents shall prevail between and among themselves in the following order: (1) the main body of this Agreement (excluding the Exhibits), (2) the Technical Specifications, (3) the remaining Exhibits (excluding the Technical Specifications).

16.10 Confidentiality. Engineer acknowledges that as a result of Engineer's retention by Owner, Engineer will become informed of, and have access to information deemed to be confidential by Owner. It is hereby agreed that the following shall be "**Confidential Information**": the Design Materials and all information provided to Engineer whether orally, in writing or by any other manner, in relation to (i) Owner, its Affiliates, and their business, (ii) specific wind projects or entities owned (in whole or in part) by Owner and its Affiliates, (iii) the business plans and activities of Owner and its Affiliates, and (iv) the Project. Confidential Information shall also include all written information generated by Engineer or its representatives that contains, reflects, or is derived from furnished Confidential Information. The term "written information" shall include information recorded or stored in a digital format on electronic, magnetic, or optical media. Notwithstanding the foregoing, information shall not be considered confidential under this Agreement if (a) it is or becomes publicly available through no act or omission of Engineer, its Qualified Subcontractors, or their employees or agents or (b) was already known to Engineer at the time of

disclosure. If Engineer is requested or required by law or legal process to disclose any Confidential Information, Engineer will promptly notify Owner of such request or requirement so that Owner may challenge the disclosure requirement or seek an appropriate protective order. If Engineer is, in the written opinion of counsel, compelled by such law or legal process to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, then Engineer may disclose only such Confidential Information as is required, and provided that Engineer exercises best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information, there shall be no liability hereunder for the disclosure of Confidential Information pursuant to this sentence. In addition to the foregoing, Engineer shall not, without the express written consent of Owner, (x) publish information regarding this Agreement or (y) issue any initial press or publicity release or otherwise release, distribute, or disseminate any information for publication concerning the execution of this Agreement or regarding the Project. Engineer shall hold and maintain Confidential Information in strictest confidence and in trust and shall use such Confidential Information only for the specific purpose for which it was disclosed or delivered to Engineer. Engineer shall, at Engineer's sole cost and expense, take all necessary actions and precautions to protect the confidentiality of such Confidential Information and any documents or other materials containing any Confidential Information and shall immediately notify Owner in writing upon its discovery of any unauthorized use or disclosure of such Confidential Information. Engineer shall restrict access to Confidential Information only to employees of Engineer and to Qualified Subcontractors who clearly need such access in order to participate in Engineer's business relationship with Owner and who have been instructed to comply with the terms of this Agreement. Nothing in this Agreement shall bar the right of Owner to seek and obtain injunctive relief from any court against conduct or threatened conduct by Engineer which violates this Section 16.10. This Section 16.10 shall survive and be binding on the Parties until the earlier of (i) two (2) years after the Project Substantial Completion Date or (ii) three (3) years after the last day Work is provided hereunder.

16.11 No Partnership Created. Engineer is an independent contractor and not Owner's agent or employee. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Engineer and Owner or any other Person or otherwise authorize a Party to represent or bind the other Party.

16.12 Survival. The following provisions shall survive the termination or expiration of this Agreement and the Parties shall continue to be bound by the same: ARTICLE 1 (DEFINITIONS), Section 6.1 (Taxes), Section 6.9 (No Liens; Claim Waivers; Discharge), Section 6.11 (Re-performance Standard), ARTICLE 10 (LIQUIDATED DAMAGES) ARTICLE 11 (INTELLECTUAL PROPERTY RIGHTS), ARTICLE 12 (INVOICING AND PAYMENT), ARTICLE 13 (INDEMNIFICATION), Section 14.4.5 (Professional Liability Insurance), Section 15.2 (Payments Upon Termination), Section 16.2 (Consequential Damages), Section 16.5 (Assignment), Section 16.6 (Notices), Section 16.7 (Governing Law), Section 16.9 (Entire Agreement), Section 16.10 (Confidentiality, to the extent provided for therein), and this Section 16.12 (Survival). In addition, termination or expiration of this Agreement (i) shall not, except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party (which provisions shall survive the termination of this Agreement), relieve either Owner or Engineer of any obligations or liabilities for Losses incurred by the other Party (or an Owner Indemnified Party) arising out of or caused by acts or omissions of Owner or Engineer, as the case may be, prior to the effectiveness of such termination or arising out of such termination, (ii) if the termination is for default by Engineer, shall not relieve Engineer of its obligations relating to performance and completion of the Work or other obligations assumed by Engineer prior to the date of termination under this Agreement, and (iii) shall not relieve Engineer of obligations relating to other representations contained herein.

16.13 Further Assurances. Engineer and Owner agree to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do

not involve the assumptions of obligations materially different than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

16.14 Third-Party Beneficiaries. Except as respects Financing Parties and as specified in ARTICLE 13 and ARTICLE 14, which is also intended to benefit and to be enforceable by Owner Indemnified Parties, and except as provided in Section 6.3.3, the terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person. Notwithstanding the foregoing, if Owner assigns this Agreement to a BOP Contractor, Owner shall become a third-party beneficiary of this Agreement.

16.15 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Applicable Laws, and if the rights or obligations of any Party hereto under this Agreement shall not be materially and adversely affected thereby, (i) such provision shall be fully severable,, (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

16.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.17 Time is of the Essence. Time is of the essence of this Agreement.

16.18 Consents and Approvals. Except as otherwise expressly provided herein, any consents and approvals contemplated herein shall be in writing and shall not be unreasonably withheld, conditioned or delayed.

16.19 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including electronic mail) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representatives of Owner and Engineer as of the Effective Date.

WSP CANADA Inc.

By: _____

Name: Sebastien Fecteau

Title: VP Energy Canada

Nation Rise Wind Farm Limited Partnership
By: its general partner, Nation Rise Wind Farm GP Inc.

By: _____

Name: Ryan Brown

Title: Executive Vice President, Eastern Regi

_____ (Legal Approval)

EXHIBIT A

SCOPE OF WORK

See attached

Document Type:	Specification	Document Code:	TCSP-GLB/TSE&C-WF-00008

SCOPE OF WORK (SOW) - WIND TURBINE GENERATOR FOUNDATION DESIGN

Version Control			
Version #	Date	Content	Distribution List
0.0	21-09-2016	Initial Version	E&C Europe & Brazil E&C North America
1.0	20-04-2017	See chapter 10	

Prepared by:	Reviewed by:	Approved by:	Approved by:
ABQ/HTO	AD/ABQ	MS/JRC	JAD
Title: Eng.	Title: C&M Tech. / Eng.	Title: ENG-NA/Dir.E&C-EU	Title: Dir. Technology
Dpt.: Technology	Dpt.: Technology	Dpt.: Technical Area	Dpt.: Technical Direction
Date: 20-04-2017	Date: 20-04-2017	Date: 20-04-2017	Date: 20-04-2017

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1 INTRODUCTION

This document defines the scope of works to be done by external Engineering companies for EDP Renewables (hereinafter EDPR), to elaborate all technical documentation required for administrative process (permits) and execution of the following elements:

- EDPR North America Platform: Wind Turbine Generator (WTG) Foundation.
- EDPR Europe & Brazil Platform: Wind Turbine Generator (WTG) and Met Mast (MM) Foundations.

Presentation of offers, both specific as by means of unit prices, will mean the unconditional acceptance and compliance with all points covered by this document and the applicable technical specifications (Chapter 4).

2 SCOPE OF APPLICATION

All new Wind Power Plants of EDP Renewables (EDPR) platforms:

- Europe: Europe & Brazil
- North America: USA, Canada & Mexico

3 DEFINITIONS & ACRONYSM

INVESTOR/OWNER:	**EDP Renewables,** hereafter **EDPR,** or representative designated by this company.
DESIGNER:	Natural or legal person who carries out the design of WTG and met mats foundations.
BIDDER:	Natural or legal person to whom EDPR sends a Request for Proposal (RFP).

4 CODES AND STANDARDS

All foundation designs subject to this specification shall be designed according to the EDPR standards indicated below and the applicable internationally and/or local (National) recognized laws or standards.

For more information regarding international or local standards to apply in each geography see specification "TCSP-GLB/C&MTEC-WTG-00006: Technical Requirements for Wind Turbine Foundation Design"

4.1 EDPR Specifications

All new specifications elaborated by EDPR will be submitted on time to the DESIGNER. As reference, some EDPR specifications:

TCSP-GLB/C&MTEC-WTG-00006:	Technical Requirements for Wind Turbine Foundation Design
TCSP-GLB/C&MTEC-GTS-00001:	Geotechnical Investigation Specification for the Design of a Wind Power Plant

5 CONFIDENTIALITY

Bidders as well the successful DESIGNER shall treat the details of the Project as private and confidential. It is forbidden to publish, to allow the publishing or to reveal any detail in any negotiation or technical documents or any other venue without the prior consent of EDPR.

6 BACKGROUND DATA

For WTG foundation design, EDPR will submit to the DESIGNER all or part of the following documentation:

- Power installed, number of Wind Turbine Generator (WTG) and WTG coordinates.
- Documentation provided by the wind turbine Manufacturer in order to design the foundations of the wind turbines according to specification TCSP-GLB/C&MTEC-WTG-00006.
- Preliminary geotechnical report, if there is.
- Final Geological and Geotechnical Report.
- Cartography 1/1.5000 (or other available) of the area
- Any additional document needed by the DESIGNER and agreed by EDPR

7 WTG FOUNDATION PROCESS DESIGN

7.1 Geotechnical Report Analysis

7.1.1 Preliminary Geotechnical Report Analysis

- Review of preliminary geotechnical report provided by EDPR. The preliminary geotechnical report will not include foundation recommendations for wind turbines, but rather will characterize the subsurface in selected wind turbine locations.
- Provide recommendations to the scope of work for the final geotechnical investigation, based upon the preliminary investigation results.

7.1.2 Final Geotechnical Report Analysis

- Geotechnical report and recommendations will be discussed and reviewed in order to determine the most cost effective and constructible type of foundation supported on existing foundation soils that will be employed for the site based on the expected turbine models to be installed.
- Geotechnical consultation will be tasked to support the structural analysis and design of the foundations. Specifically, the Consultant shall advise the Company regarding what additional geotechnical investigation is required to complete the foundation design at the site.

7.2 Foundation Design

The number and type of foundation designs will be decided based on the Geotechnical Study, WTG manufacturer design requirements and always under the approval of EDPR on each Platform. The DESIGNER has to provide a clear proposal for EDPR approval.

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The types of foundation designs to consider are:

- Shallow/Spread Foundation Design: For this kind of foundation the bidder must take into account:
  - One base design
  - Variant Design: adaptation of the foundation base design to other soil characteristics. For example, if most of the WTG locations are 2 kp/cm² with buoyancy and the rest of locations are 2 kp/cm² and 1.5 kp/cm² without buoyancy we will have 3 foundation designs, one of them according to base price and other two according to variant price.

- Deep Foundation Design: For this kind of foundation the bidder must take into account:
  - One base design that includes any adaptation in length of piles for different WTG locations.
  - Variant Design to include change of pile diameter or type of piles.

- Rock Socket Foundation:
  - One base design.
  - Variant Design.

If marginal soils are encountered, recommendations for soil improvement using dynamic compaction, rammed aggregate piers, piles, or over-excavation will be reviewed. This will allow the design of spread foundation instead of deep foundation. Definition of "soil improvement" will be done by specialist companies contracted by EDPR and it is not included under the foundation's DESIGNER SOW.

In all foundation designs it shall be taken into account the following:

- WTG anchorage system:
  - Embedment ring: only used in Europe
  - Anchor bolts:
    - EU & BR: anchor bolts are provided by WTG manufacturer
    - NA: The anchor bolt design is responsibility of the DESIGNER and shall be done in accordance with the Post-Tension Institute (PTI).

- Existence of hydrostatic uplift or Buoyancy in WTG locations

Specific requirements of foundation design in each Platform are included in Annex I & II.

7.3 Foundation Project Documentation

Specific requirements of documents to be development in each Platform are included in Annexes:

Annex I: NA Platform

Annex II: EU&BR Platform.

8 DOCUMENT FORMAT

- Language: All written documentation shall be delivered in National language of the Country where the Wind Power Plant is located. Drawings in local language and English.

- Type of letter: "Calibri" in all documents

- Covers: Covers must be based on the template provided by EDPR.
- Documents: Documents must be based on the template provided by EDPR.
- Drawings: Dimensions and formats of all drawings must be according to Technical Specification applicable in each EDPR Platform.

9 PROJECT MANAGEMENT & MEETINGS

The DESIGNER shall establish a point of contact for coordinating with the Owner's designated representative.

The DESIGNER shall participate in a kickoff meeting for design services that shall be attended by the Project Manager and Lead Designer(s). The meeting shall take place at either the Consultant's office, the Owner's office or may include a site visit by the key players to become acquainted with the site.

DESIGNER company is under the obligation to keep the representatives designated by EDPR informed of the progress of all the jobs being carried out at any time. For this purpose meetings will be held at the intervals that may be established for the proper monitoring of the jobs, preferably weekly. These meetings should be attended at least by the contact person designated by the DESIGNER company, who shall be accurately informed both of the progress of the jobs being currently performed and of future scheduling.

DESIGNER will update Project by providing status of works report and schedule weekly.

10 VERSION LOG

Version	Description of Changes	Date
0.0	Initial Version (Based on "TCSP-EU/TSE&C-GEN-00028" and "Civil - Foundation Design RFP 2015 (NA)")	21-09-2016
1.0	Updated codes of referenced documents and removed reference to TCSP-GLB/PE-WTG-000002 that has been now included as annex in TCSP-GLB/C&MTEC-WTG-00006 Deleted from Annex I- 11.1.8 Exclusions: construction services and record drawings. Added line item for site visit in Annex IV Pricing Table All changes marked in red.	20-04-2017

11 ANNEXES

- Annex I: EDPR North America Foundation Project Documentation
- Annex II: EDPR Europe & Brazil Foundation Project Documentation
- Annex III: Specific data of Wind Power Plant
- Annex IV: Pricing Table

11.1 ANNEX I: EDPR North America Foundation Project Documentation

11.1.1 Recommendations for Geotechnical Investigation

See chapter 7.1 of this specification.

11.1.2 Basis of Design for Wind Turbine Foundations

In preparation for foundation design and the associated third party review of the design, the Consultant shall prepare a Basis of Design for wind turbine foundations. The Consultant shall submit the Basis of Design to the third party review entity and make changes as necessary based on comments received so that a Basis of Design is agreed upon by both parties prior to the Consultant's commencement of design work. The items to be addressed by the Consultant as part of the development of the Basis of Design are detailed in specification "TCSP-GLB/C&MTEC-WTG-00006: Technical Requirements for Wind Turbine Foundation Design".

The Basis of Design Item includes both the completion of the Basis of Design as well as agreement with the third party reviewer as to its content.

11.1.3 Foundation Design Report

Foundation Analysis and Design – According to specification "TCSP-GLB/C&MTEC-WTG-00006: Technical Requirements for Wind Turbine Foundation Design".

11.1.4 Drawings and Specifications

- Certified foundation design drawings and technical specifications to be assigned to Balance of Plant Contractor for purposes of construction. Certified by a Professional in the State of the Project location (Including revisions).
- Issue for construction design drawings and technical specifications
- Material takeoffs of structural concrete quantities and structural reinforcement weights for a typical foundation

11.1.5 Foundation Design Computation Report

- Drawings, specifications, and calculations will be suitable for third-party review.
- Participation with Company's Independent Engineer design review.

11.1.6 Construction Phase Services

All Construction Assistance/RFI Response and Site Construction Inspection tasks shall be approved by Company prior to commencement of work by Consultant.

- Shop drawing review including those for reinforcing steel, anchor bolts, embedment plate, concrete mix designs, grout design, concrete sealant, and post-tension procedure.
- Review and responding to Requests for Information (RFIs) from the contractor and/or Owner.
- On-site construction services during foundation construction to verify compliance with the construction documents. Assume 2 trips of one week each for qualified personnel to be on site.

11.1.7 Deliverables

- Three (3) hard paper copies of final foundation design documentation
- Electronic copies (e-mail, ftp site and/or CD ROM)

11.1.8 Exclusions

The following services are specifically excluded in the scope of services at this time:

- All required permitting activities.

11.2 ANNEX II: EDPR Europe & Brazil Foundation Project Documentation

11.2.1 Recommendations for Geotechnical Investigation

See chapter 7.1 of this specification.

11.2.2 Pre-Design of WTG Foundation

Pre-design of foundation could be necessary in some cases to progress with official requirements in some countries, as for example building permit in Romania (DTAC).

In these cases one or more pre-dimensioning calculations shall be performed including some basic drawings and estimation of concrete and reinforcement bar's quantities to enable EDPR to obtain permits.

The Designer shall take into account the permitting process in each country to fulfill with all required documents.

11.2.3 Technical Project – Executive Project

Technical/Executive Project according to National law requirements must be development for each type of foundation. The Project shall include at least the following information:

- Description report
- Structural calculation report
- Constructive drawings
- Bill of Materials with budget
- Rest of documents required according to National Regulations.

11.2.4 Repetitive Aspect

WTG foundation design will be done for one specific wind turbine model for a specific wind power plant.

If in the same area there are several wind power plants with same wind turbine model it must be taken into account that design is repetitive and works are limited to:

- Check of foundation design according to soil characteristics

- New edition of Technical Project

11.2.5 Signature and Stamp of Technical Project

The Project shall be signed and stamped by an authorized designer in each country and shall be delivered ready to submit to Official Agencies.

In each country must be offered separately the signature and official stamp of the Technical Project:

- **Spain**: payment of official stamp will be done against the invoice of the Official Association. Offer must include name of Official Association and official taxes.
- **Italia, Portugal, Poland and Romania**: payment of authorized verifier/designer stamp will be done against invoice. Offer must include the list of authorized verifiers for each country that will be in charge of checking projects and typical cost.

- **France and Belgium**: according to law, EDPR will contract third-part Company (Certificated Institute).
- **Brazil**: the designer must be registered in CREA and the project must have an ART (Anotação de Responsabilidade Técnica).

11.2.6 Met Mast (MM) Foundation Design

Foundation design of Met Mast (MM) shall be done according to soil characteristics (geotechnical study) and data from MM manufacturer.

Information to be provided by EDPR:

- Met Mats: number, coordinates, characteristics, loads and orientation.

Documents to be provided by Designer:

- Technical Project (See 11.2.3)

11.3 ANNEX III: Specific data of Wind Power Plant

Date	XX/XX/20XX
Rev	0.0
	ANNEX III - SPECIFIC DATA OF WIND POWER PLANT

REF.	GENERAL DESCRIPTION	
1	Wind Power Plant Name	
2	Location: COUNTY/STATE	
3	Total Power	
4	Number of Wind Turbine Generators (WTG)	
5	Number of WTG alternative locations	
6	Power/WTG	
7	WTG Model (including HH)	
REF.	**INFORMATION AVAILABLE AT RFP DATE**	
1	Foundation Loads Document	
2	Foundation/Tower Interface requirements	
3	Preliminary Geotechnical Report	
4	WTG coordinates	
5	Cartography of the Project Area	
REF.	**ADTTIONAL WORKS NOT INCLUDED IN GENERAL SOW**	
REF.	**WORKS OF GENERAL SOW NOT REQUIRED IN THIS PROJECT**	
REF.	**SCHEDULE DELIVERIES**	**Quantity**
1	Information Necessary for the detailed Foundation Design	3 weeks prior completion of the Detailed Design
2	Design Criteria (To Company and Third Party)	Within 2 weeks of the Effective Date
3	Geotechnical Recommendations	Within 2 weeks of the Effective Date
4	Final Foundation Design (Technical Documentation)	4 weeks after receipt of the final geotechnical report, unless available sooner.

11.4 ANNEX IV: Pricing Table

Date	XX/XX/20XX
Rev	0.0
	ANNEX IV - PRICING TABLE

[INSERT WIND FARM NAME] PLATFORM: EDPR-NA

Pricing Table - WTG FOUNDATION DESIGN					
Item	**Description**	**Units**	**Qty**	**Unit Cost ($/U)**	**Total Cost ($)**
1	**Geotechnical Report Analysis**				
1.1	Preliminary Geotechnical Report	**Lump Sum**			
1.2	Final Geotechnical Report	**Lump Sum**			
2	**BASIS OF DESIGN**	**Each**			
3	**SPREAD FOUNDATION DESIGN (Including Project Documentation)**				
3.1	Base Design	**Each**	**1**		
3.2	Variant Design	**Each**	**1**		
4	**DEEP FOUNDATION DESIGN (Including Project Documentation)**				
4.1	Deep foundation Design	**Each**	**1**		
4.2	Variant Design(pile diameter, type of pile)	**Each**	**1**		
5	**ROCK SOCKET FOUNDATION DESIGN (Including Project Documentation)**				
4.1	Deep foundation Design	**Each**	**1**		
4.2	Variant Design	**Each**	**1**		
6	**Construction Phase Services**	**Lump Sum**			
7	**Site Visit (assume 1 day) - Optional**	**Lump Sum**	**1**		
	TOTAL COST				

Date	XX/XX/20XX
Rev	0.0
	ANNEX IV - PRICING TABLE

[INSERT WIND FARM NAME] PLATFORM: EU&BR

Pricing Table - WTG FOUNDATION DESIGN					
Item	**Description**	**Units**	**Qty**	**Unit Cost (€/U)**	**Total Cost (€)**
1	**Geotechnical Report Analysis**				
1.1	Preliminary Geotechnical Report	**Lump Sum**	**1**		
1.2	Final Geotechnical Report	**Lump Sum**	**1**		
2	**PRE-DESIGN**	**Each**			
2	**SPREAD FOUNDATION DESIGN (Including Project Documentation)**				
2.1	Base Design	**Each**			
2.2	Variant Design	**Each**			
3	**DEEP FOUNDATION DESIGN (Including Project Documentation)**				
3.1	Deep foundation Design	**Each**			
3.2	Variant Design (pile diameter, type of pile)	**Each**			
4	**Met Mast Foundation Design (Including Project Documentation)**	**Each**			
5	**Repetitive Aspect (Including Project Documentation)**	**Each**			
6	**Signature and Stamp of Technical Project**	**Each**			
7	**Site Visit (assume 1 day) - Optional**	**Lump Sum**	**1**		
	TOTAL COST				

NOTES:

- Cost of Project sign and stamp by an authorized designer shall be included in prices
- In France this cost shall be provided as unitary price.

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Date	XX/XX/20XX
Rev	0.0
	ANNEX IV - PRICING TABLE

[INSERT WIND FARM NAME] PLATFORM: EU&BR

OFFER PRESENTATION INSTRUCTIONS

Economic Offer:

• The amount of the works to be invoiced will be the result of the multiplication of the quantity of final real obtained units by the indicated unitary prices.
• The validity period of the bid shall not be less than three months.
• The prices shall include the services required by the scope of the present document. Moreover, they shall also include all the expenses related to the trips, maintenance and accommodation necessary for the provision of the aforementioned services. The bid price shall be construed as including all consultations provided by the successful bidder throughout the contracted services, as well as whatever alterations and additions should be made due to error or losses detected in the design.
• The prices shall be expressed in EURO and shall not include VAT, which shall be indicated separately.

Technical Offer

1. Executive Summary

This document must include as minimum:
• Description of activities
• Work methodology
• Detailed list of teams and facilities available for the execution of required works: engineering, purchase, construction, assembly….
• All standards and legislation applicable in force at the place where the works are performed and equipment supplied.

2. Project Schedule

For each type of foundation: The bid shall include a detailed plan of the works to be accomplished, indicating the timetable for the most relevant tasks and including the presentation of the drafts pending on approval.
Consultant will strive to facilitate and perform the services in a responsive manner, with adjustments made if required. However, in general, information necessary for design will be needed at least three (3) weeks prior to the completion of the detailed design.
Key schedule requirements are included in Annex III: Specific Data of Wind Power Plant

3. Organization Chart

• Detailed organization chart of the key personnel proposed for the execution of the project, including all main activities and the resumes (CV) of the person assigned to each activity. If any person is from any subcontractor it must be specified.

4. Any exceptions, discrepancy or assumptions made to the RFP Documents

• Bidder will clearly describe that points in which has discrepancies with the technical documents of the request for proposal.
• When no discrepancies are stated, everything specified in the request for proposal documents will be considered as included.

5. Experience in similar projects

• The bidder must present a list of the main services and projects undertaken in the last five years.
• Qualifications required for performing similar work in the project area

6. Quality

• Quality certificates

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Type:	Technical Specification	Code:	TCSP-GLB/C&MTEC-WTG-00006

Technical Requirements for Wind Turbine Foundation Design

Control Version			
Version #	Date	Description	Distribution list
01	25/02/2016	Initial	1. E&C NA 2. E&C Europe 3. Technology Dpt. - Engineering
02	19/01/2017	Added Annex B Updated requirements	
03	20/04/2017	Added Annex C Updated Annex B Updated requirements	
04	30/10/2017	Updated Requirements (foundation external slab height and no-gapping Verification)	

Prepared by:	Reviewed by:	Reviewed by:	Approval by:
Diogo Pereira da Silva Title: Technology Engineer Dpt.: Technology Date: 2017/10/30	Alberto Delgado Jiménez Title: Senior Technology Engineer Dpt.: Technology Date: 2017/10/30	Antonio Herrera Sierra Title: Head of Civil and Mechanical Technology Dpt.: Technology Date: 2017/10/30	José Angel Diaz Álvarez Title: Department Director Dpt.: Technology Date: 2017/10/30

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1 Introduction

This technical specification defines the minimum requirements to be completed by the foundation designer in order to provide the wind turbine foundation design for construction.

2 Scope of application

This document shall apply to all EDPRs wind farm projects. Annex A and B shall apply only to projects being developed in North America (US, Canada and Mexico).

3 Technical Requirements for Foundation Design

The foundation design shall be developed by a qualified civil engineer, registered with legal competence for design purposes and with a demonstrated record of accomplishment.

3.1 Reference Documentation

The design shall be based in the following documentation:

- Applicable documentation submitted by the wind turbine manufacturer, including:
  - Foundation Loads document;
  - Foundation/Tower Interface requirements;
  - Foundation Construction requirements.

  The information to be delivered by the wind turbine manufacturer is described in detail in Annex C.

- Geotechnical Investigation report;

- Applicable design standards (up-to-date version):

  Europe:
  - Eurocode 0 – EN1990: Basis of structural design;
  - Eurocode 1 – EN1991: Actions on structures;
  - Eurocode 2 – EN1992: Design of concrete structures;
  - Eurocode 7 – EN1997: Geotechnical Design;

  Brazil:
  - ABNT NBR 6118 - Projeto de estructuras de concreto;
  - ABNT NBR 7480 – Barras e fios de aço destinados a armaduras para concreto armado;
  - ABNT NBR 7197 – Projeto de estructuras de concreto protendido;
  - ABNT NBR 6122 – Fundações;

  Mexico:
  - NMX-C-403-ONNCCE - Concreto hidráulico para uso structural;

- NMX-B-294 - Varillas corrugadas de acero, torcidas en frío, procedentes de lingote o palanquilla, para refuerzo de concreto.
- NTC: Normas técnicas complementaria para diseño y construcción de estructuras de concreto.

Canada:

- CSA - A23.1/23.2 - Concrete materials and methods of concrete construction;
- CSA - A23.3 – Design of Concrete Structures;
- CSA – G30.18 – Carbon Steel Bars for Concrete Reinforcement

USA:

- IBC - International Building Code;
- ACI 318 – Building Code Requirements for Structural Concrete;
- AISC – Steel Construction Manual – Current Edition
- ASCE/AWEA RP 2011 – Recommended Practice for Compliance of Large Land-based Wind Turbine Support Structures;

General:

- IEC 61400 – Part 1: Wind turbines design requirements – 3rd Edition;
- Model code CEB-FIP;
- DNV-OS-C502 – Offshore Concrete Structures – Current Edition (Section 6 – M. Fatigue Limit State);
- Applicable National Concrete Design Standards;
- Applicable National Seismic Standards;

3.2 Foundation Design Calculation Report

Appropriate design verifications shall be performed and detailed in the report. The following information shall be included as a minimum:

- Design Load Cases definition based on wind turbine loading document;
- Standards used for the design;
- Safety factors incorporated from the applicable standards;
- Foundation type based on the Geotechnical Assessment of the site;
- Foundation shape shall be circular (preferred) or octagonal and the bottom slab shall be sloped from the pedestal to the foundation edge. The overall geometry shall aim to optimize foundation concrete volume. Whenever possible, external slab height shall be set to 0.3 m (1 ft.).
- Soil Improvement methods, if needed;
- Global and Geotechnical stability:
  - Overturning;
  - Sliding;
  - No-Gapping (exceptions to this verification are defined at the end of this section);

- Soil Bearing Capacity;
- Total and differential soil settlements;
- Foundation Stiffness;

- Structural Assessment under Ultimate Limit States and Service/Fatigue Limit States:
  - Concrete Design;
  - Slab bending top and bottom reinforcement;
  - Slab concrete shear and shear reinforcement;
  - Anchor cage design (if applicable)
  - Tower connection (embedded ring or anchor bolt cage) punching and pull-out reinforcement;
  - Pedestal Design (if applicable):
    - Grout bearing;
    - Concrete under grout bearing;
    - Bursting reinforcement;
  - Fatigue assessment of concrete and reinforcement steel;
- Seismic Analysis (if applicable);
- Concrete Durability analysis – Exposure class according to environmental conditions and Crack Width verification;
- In case of a piled foundation, the following shall be added to the above:
  - Pile unitary and total shaft and tip resistance;
  - Maximum stresses in concrete and reinforcement;
  - Punching verification of the pile cap;
- In case that the conditions on site allow for rock anchor foundations, the following information shall be added to the stated above :
  - Structural capacity of the rock anchors as well as the anchor pullout capacity (geotechnical);
  - Soil bearing capacity and lateral resistance;
  - No-Gapping for operation loads taking into account rock anchors tension losses (short and long-time);
  - Unbounded length (free stress zone) of at least 8 m;
  - Dynamic and static rotational stiffness.
- In case of a rock socket foundation, the following shall be added to the above mentioned requirements:
  - Overall Stability (failure modes in accordance to socket design);
  - Rotational and lateral stiffness;

Nevertheless, if the designer is opting for one the last two design types, approval by EDPRs engineering team is needed.

If the following geotechnical conditions are satisfied, the No-Gapping verification will allow for a reduced gap between the foundation and underlying soil for the specified load level:

1. The foundation geometry is not controlled by rotational stiffness requirements and the foundation stiffness calculation specifically accounts for any loss of contact area. The soil modulus has been accurately determined based on in-situ measurements of shear modulus (e.g. CPT or shear wave velocity measurements);
2. Compliance with foundation inclination and settlement criteria are not sensitive to loss of contact area;
3. The absence of high water table level conditions with the potential to lead to high pore water pressure or erosion of the soil under the foundation during prolonged cyclic loading;
4. The soil is identified as not susceptible to degradation of strength under repeated cyclic loading at the load levels being applied.

The allowed gap may be set with a limit of 5% of uplift area. If the designer is opting to use higher values for the gapping, approval by EDPRs engineering team is needed.

3.3 Construction Documents

The designer shall take into account that the construction drawings will be used to select construction contractors, guide the execution of the work, control of the contractor's quality and acceptance of the completed work.
The drawings must contain all the relevant information and shall include at least the following, for each foundation design included in the plans:

- Construction notes including all items pertaining to the construction. For a full disclosure of the detailed construction notes, please refer to Annex B (applicable only to projects in North America).
- Structural Materials Properties;
- Estimated Material Quantities (including excavation and backfill volumes);
- Foundation overview plan and detailed construction sections;
- All relevant dimensions;
- Reinforcement steel layout and details;
- Electrical Conduits size, location and placement:
  - Option 1 – If pedestal height and space between anchor bolts is sufficient to get the conduit through and design can provide code clearance between anchor bolts and tubes, install conduits through pedestal. Conduit diameter shall be the maximum that complies with code clearance and the same for all WTG foundations if possible.
  - Option 2 (usually used in Europe and Brazil) – If pedestal height or space between anchor bolts is not sufficient to get the conduit through or design cannot provide code clearance, install conduits below mud mat in a trench. Conduit diameter shall be:
    - 200 mm (8'') for MV cables

- 90 mm (3 ½'') for fiber optic cable, grounding cable and Met Mast power supply

In both options a spare conduit shall be considered for each circuit. The minimum conduit characteristics shall be:

- HDPE double wall with compression strength 450 N and impact strength:
  - 20 J for conduit diameter up to 90 mm (3 ½'')
  - 28 J for conduit diameter between 90 mm (3 ½'') and up to 140 mm (6")
  - 40 J if conduit diameter is higher than 140 mm (6")

- Other conduits number and size options could be provided by EDPR according to collection system design;
- Soil Backfill Properties;
- Any pertinent construction recommendations (excavation, subgrade preparation, backfill, etc.);
- Table including all turbine locations (including alternates) with the coordinates, anticipated groundwater depth, top of pedestal elevation, foundation size and any subgrade preparation or overexcavation required for each location;
- Table including all turbine locations (including alternates) defining the excavation slope to be considered during construction for each location (based on the geotechnical conditions of the site);
- Etc.

Annex A – North America

1 Basis of Design

In preparation for foundation design and the associated third party review of the design, a Basis of Design for wind turbine foundations shall be generated. The Design Basis is intended to be submitted to EDPR's third party review and changes to that document shall be necessary based on comments received from the third party review entity. The items to be addressed as part of the development of the Basis of Design are as follows:

1.1 General Design Items

- National and international standards, codes of practice, legislation and consents applicable to the design of foundations at the site.
- The design life to be used for design of the foundations including durability and fatigue loading.
- A review of all loading information for the turbines provided by the Company from the turbine manufacturer.
- A summary of the anticipated method of structural/geotechnical analysis (i.e. hand calculations, computer software, spreadsheet, etc.).
- A detail of the assumptions to be made for the climatic and environmental conditions at the site.
- A discussion of the method by which the geometrical shape of the foundation will be determined.
- Foundations to be considered include spread footer, rock socket and rock anchors. Any other designs shall be pre-approved by Company engineer.

1.2 Geotechnical

- A summary of the required geotechnical site investigation work that will be requested by the Consultant and carried out prior to design commencement.
- An outline of load factors to be used for soil and rock conditions encountered at the site.
- A discussion of the soil parameters to be characterized in order to determine the subsurface material factors used in design.
- An outline of the items for which construction methodology notes will be added to the design drawings. For example, notes may be included on pre-tensioning of anchor bolts. The methodologies presented by the Consultant shall be submitted for review and agreement of the third party reviewer.

- A detail of the anticipated method to be used for calculation of soil and rock pressures.
- A detail of the method for analysis of the effects of cyclic loading.
- A specification for the required density of backfill to be achieved.

1.3 Structural

- A discussion of the types of loads that will be placed on the turbines and for which the foundations will be designed.
- A discussion of the statistical basis for event loads such as extreme loads and normal loads (i.e. the recurrence interval for each).
- The basis of calculation for any equivalent loads to be used in the design (i.e. fatigue loading).
- An outline of the load cases that will be studied for strength, stability and ground strength.
- A summary of the factors of safety that will be used in the calculations for each load case.
- A summary of all load factors to be used.
- A summary of the load cases that will be used to complete the structural design.
- A summary of the strength reduction factors to be employed during the design preparation.
- A discussion of the allowable movements and settlements to be tolerated as part of the design.
- A methodology for identification of critical sections for each loading case.

1.4 Materials

- A discussion of the anticipated required strength tests, exposure recommendations and cover specifications for the concrete base.
- Details of the standards to be employed for the design of the reinforcement (area ratios, concrete cover, etc.).
- Epoxy grout shall be specified.
- Sealant to be used at the flange/pedestal interface.
- Concrete sealer to be used on exposed concrete and within the frost zone of the base to reduce the number and severity of cracks.

1.5 Recommendations for WTG Anchor Bolt Protection and Tensioning Procedures

- Initial anchor bolt tensioning procedure requirements:

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- Tensioning limits for initial tensioning
- Process for measurement of elongation during initial tensioning

- Final anchor bolt re-tensioning procedure requirements:
  - Initial re-tension of anchor bolts after complete installation of a WTG
  - Tensioning limits for re-tensioning
  - Process for measurement of elongation during final tensioning
- Post-construction anchor bolt tension testing criteria:
  - Periodic re-tensioning schedule
  - Periodic testing procedure – recommend sample size, acceptable/unacceptable range, and procedure for replacing/rehabilitating anchor bolts with unacceptable results
  - Tensioning limits for re-tensioning

Annex B – Detailed Construction Notes

1 Foundation Testing and Inspection

A complete testing scheme for the WTG foundations involves evaluation of the following constituents: foundation subgrade and fill material, foundation concrete, reinforcing steel, foundation concrete, and anchor bolts and embedment plate. The recommendations set forth in this section represent a minimum testing and inspection standard. The contractor should follow the procedures set forth in the construction documents.

1.1 Foundation Subgrade

1. Prior to placing the lean concrete leveling course, have a geotechnical engineer inspect the subgrade conditions and record the soil type encountered, groundwater conditions and other subsurface conditions. Check that conditions are consistent with the geotechnical report.

2. For soil subgrade conditions:

    a. Surface compact the top of the subgrade to consolidate loose soils created during excavation.

    b. Proof-roll requirements will be detailed in the Geotechnical Report. Other testing methods may apply as specified by the Geotechnical Engineer.

    c. If soil conditions encountered are not consistent with the geotechnical report, obtain written instructions from the geotechnical engineer of record indicating the mitigation activities required.

3. For rock subgrade conditions:

    a. Substantially remove all loose rock greater than 3” in size from the bottom of the excavation. As practically as possible, remove material below 3” in size to expose undisturbed rock.

    b. If the bottom of the excavation is of variable elevation, establish a level bench by use of lean concrete fill.

1.2 Foundation Fill Material

1. For every 2500 cubic yards of placed common fill, obtain samples of common fill materials and perform grain size sieve analysis, moisture content, bulk, Proctor and/or relative density tests.
2. For all placed and compacted common fills around the foundation, provide two density tests per lift indicating test location, dry density and moisture content.
3. Where common fill material cannot be tested using conventional nuclear density test methods due to the presence of coarse-grained soil, use a bulk density test such as the sand cone method (ASTM D1556).

1.3 Foundation Concrete

1. For each concrete type used, the Contractor shall submit for approval by the structural engineer a mix design certified by a professional engineer and meeting the specified requirements.
2. Contractor shall submit product data for admixtures, pozzolan, evaporation retardant, and curing membrane used on the project. Include gradation of coarse aggregate if a maximum aggregate size is specified by the construction drawings.
3. Obtain concrete samples in accordance with ASTM C172. Obtain at least on composite sample for each 150 CY in the foundation base and at least one sample for each pedestal.
    a. Determine slump of each composite sample taken in accordance with ASTM C143.
    b. Determine temperature of each composite sample taken in accordance with ASTM C1064.
    c. Determine air content of each composite sample using ASTM C231, C173 or C138.
    d. The BOP contractor will be responsible for coordinating compressive strength tests with a testing agency. A minimum of seven concrete cylinders shall be tested at the following time intervals: one at 3 days, one at 7 days, one at 14-days and two at 28 days. Two spare cylinders shall be

set aside to confirm compressive strength beyond 28 days if needed. The number of concrete cylinders may vary according to ACI 318.

4. The testing agency hired by the BOP contractor shall provide pedestal air (pedestal only) and slump testing for the first three truckloads delivered each day to ensure that batch plant concrete is within specifications. Concrete cylinder specimens shall be transported in a cylinder case free of movement.

5. Concrete cylinder tests shall be performed using 6” x 12” cylinders. Concrete cylinder size may vary according to ACI 318.

6. The strength level of concrete will be considered satisfactory when:

    a. The averages of all sets of three consecutive compressive strength resulted molded and cured in accordance with the requirements of ASTM C31 equal or exceed the design compressive strength.

    b. No individual strength test result falls below the design strength by more than 500 psi when the design strength is less than 5000 psi or by more than 10% of the design strength if the design strength is greater than 5000 psi.

7. Grout testing shall be performed according to the following:

    a. For epoxy grouts, compressive strength shall be tested in accordance with ASTM C579 Method B.

1.4 Foundation Reinforcing Steel

1. Contractor shall submit reinforcement steel certificates with CRSI plant certification to EDPR.

2. Contractor shall submit shop drawings of the reinforcement scheme which show grade, sizes, number, configuration, spacing, location and all fabrication and placement details. Placement details shall include installation of top reinforcing mat around anchor bolt cage.

3. Contractor shall submit a list of splices and a request to use any splices that are not indicated on the design drawings.

4. Contractor shall submit a request and procedure to field-bend or straighten reinforcement partially embedded in concrete.

5. Contractor shall obtain approval of shop drawings by the structural engineer of record before fabrication.

1.5 Anchor Bolts & Embedment Plate

1. Contractor shall submit 5 laboratory tension tests on project anchors, complete with threads, performed by an independent testing laboratory. Tests will be in accordance with ASTM A370 and will report yield stress and tensile stress.

2. After all bolts have been tensioned, a minimum of 10% of the total bolts installed per foundation shall be randomly tested to verify that the prescribed tension load in the construction documents has been achieved by use of an approved tension testing procedure. If any of the bolts do not meet the required tension test value, then all bolts of the tower must be re-tensioned and the tension test must be repeated. The contractor will be responsible for repeating the procedure until all tension tests pass.

3. The embedment plate shall be in accordance with ASTM A36 or ASTM C572.

1.6 Maintenance

1. Consultant to provide recommendations on concrete inspection frequency and procedures.
2. Consultant to provide recommendations on concrete and flange sealant maintenance.
3. Consultant to provide guidance on timing and repair of cracks at various stages including recommendations for products acceptable for use.

Annex C – Information to be delivered by WTG manufacturer

1 Foundation Design Loads

1.1 Reference Documentation

All documentation used for loads calculation shall be included in the Foundation Loads document. As reference, but not limited to:

- Complete denomination of WTG model
- Design code used for loads simulation
- Tower drawing reference (including version number)
- Anchor cage/embedment ring drawing (including version number) if this supply is included in WTG manufacturer's SOW.
- Tower & foundation interface requirements

1.2 Extreme loads

- Recommended presentation of the extreme loads calculation results (full load matrix) according to GL *Guideline.*

Table 4.B.1 Recommended presentation of the calculation results of extreme loads (Fres – resulting transverse force, Mres – resulting bending moment)

Results of the extreme load evaluation											
		Load case	γ_F	Fx	Fy	Fz	Fres	Mx	My	Mz	Mres
Fx	Max										
	Min										
Fy	Max										
	Min										
Fz	Max										
	Min										
Fres	Max										
	Min										
Mx	Max										
	Min										
My	Max										
	Min										
Mz	Max										
	Min										
Mres	Max										
	Min										

1.3 No Gapping or No Lift-off loads.

1.4 Fatigue loads.

1.4.1 Load spectra.
1.4.2 Equivalent loads to an agreed number of cycles and S-N slope.
1.4.3 Markov matrix.

1.5 Restrictions for the foundation design regarding stiffness

1.5.1 Required dynamic stiffness (rotational and translational).
1.5.2 Maximum allowable settlements (uniform and differential).

2 Construction details of the tower/foundation connection (anchoring system)

- If the anchoring system (anchor cage or embedded ring) is included in manufacturer's scope of supply, drawings shall be delivered.

3 Construction details of the tower

- If the tower is included in manufacturer's scope of supply, drawings shall be delivered.

4 Technical specifications from the wind turbine manufacturer if they exist:

- Foundation Construction requirements

5 In case of seismic sites:

- EDPR shall supply the input data and the national code of application in order to require to the wind turbine manufacturer to model the seismic loads over the wind turbine.

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Date 5/16/2018
Rev 0.0

ANNEX III - SPECIFIC DATA OF WIND POWER PLANT

REF.	GENERAL DESCRIPTION	
1	Wind Power Plant Name	Nation Rise Wind Farm
2	Location: COUNTY/STATE	North Stormont, Ontario, CAN
3	Total Power	100MW
4	Number of Wind Turbine Generators (WTG)	28
5	Number of WTG alternative locations	5
6	Power/WTG	3.6MW
7	WTG Model (including HH)	Vestas V136 (3.6 MW) 130 - 135m HH

REF.	INFORMATION AVAILABLE AT RFP DATE	
1	Foundation Loads Document	No
2	Foundation/Tower Interface requirements	No
3	Preliminary Geotechnical Report	Yes
4	WTG coordinates	Yes
5	Cartography of the Project Area	Yes

REF.	ADTTIONAL WORKS NOT INCLUDED IN GENERAL SOW	

REF.	WORKS OF GENERAL SOW NOT REQUIRED IN THIS PROJECT	

REF.	SCHEDULE DELIVERIES	Quantity
1	Information Necessary for the detailed Foundation Design	3 weeks prior completion of the Preliminary Foundation Design
2	Design Criteria (To Company and Third Party)	Within 2 weeks of the Effective Date
3	Geotechnical Recommendations	Within 2 weeks of the Effective Date
4	Preliminary Foundation Design	3 weeks after receipt of draft geotechnical report, design basis confirmation and WTG model confirmation, unless available sooner
5	Final Foundation Design (Technical Documentation)	2 weeks after receipt of the final geotechnical report, final foundation loading documents, and comments to the preliminary foundation drawings from Owner and Independent engineer

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Date 6/26/2018

Rev 0.0

ANNEX IV - PRICING TABLE

Nation Rise Wind Farm

PLATFORM: EDPR-NA

Pricing Table - WTG FOUNDATION DESIGN						
Item	**Description**	**Units**	**Qty**	**Unit Cost ($/U)**	**Total Cost ($CAD) excl. tax**	**Total Cost ($CAD) incl. tax (13%)**
1	**Geotechnical Report Analysis**					
1.1	Preliminary Geotechnical Report	**Lump Sum**	**1**	N/A	N/A	N/A
1.2	Final Geotechnical Report	**Lump Sum**	**1**	3000	3000	3390
2	**BASIS OF DESIGN**[1]	**Lump Sum**	**1**	4750	4750	5367.5
3	**SPREAD FOUNDATION DESIGN (Including Project Documentation)**					
3.1	Base Design	**Each**	**1**	28500	28500	32205
3.2	Variant Design	**Each**	**1**	21000	21000	23730
4	**DEEP FOUNDATION DESIGN (Including Project Documentation)**					
4.1	Deep foundation Design	**Each**	**1**	37500	37500	42375
4.2	Variant Design(pile diameter, type of pile)	**Each**	**0**	26000	0	0
5	**ROCK SOCKET FOUNDATION DESIGN (Including Project Documentation)**					
4.1	Deep foundation Design	**Each**	**1**	34000	34000	38420
4.2	Variant Design	**Each**	**0**	23000	0	0
6	**Construction Phase Services**	**Lump Sum**	**1**	42200	42200	47686
7	**Site Visit (assume 1 day) - Optional**	**Lump Sum**	**1**	4200	4200	4746
	TOTAL COST				**175150**	**197919.5**
	DISCOUNT					**1.50%**
	TOTAL COST WITH DISCOUNT					**$ 194,950.71**

1. Only one Design Basis document covering all foundation type expected on the project based on preliminary geotech.

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EXHIBIT A(i)

PROJECT MAP

See attached

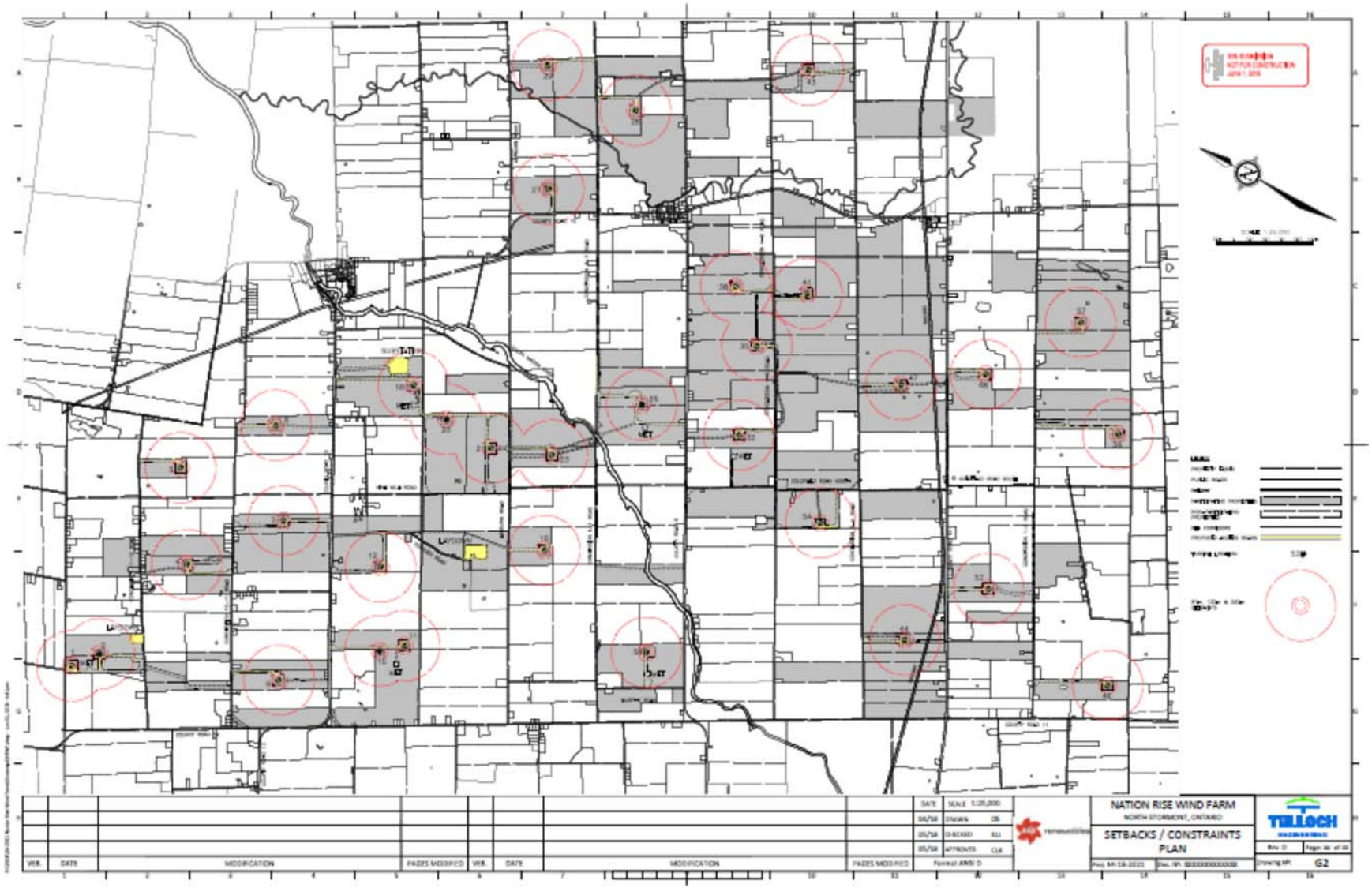

NATION RISE WIND FARM
NORTH STORMONT, ONTARIO
SETBACKS / CONSTRAINTS PLAN
TILLOCH
G2

Exhibit A(i)

EXHIBIT B

GUARANTEED COMPLETION DATE(S)
DELAY LIQUIDATED DAMAGES

Guaranteed Completion Dates:

Engineer will provide:	**Guaranteed date:**
Information necessary for the detailed foundation design	Three weeks prior completion of the detailed design
Design Criteria (to Owner and Third Party)	Within two weeks of the Effective Date
Geotechnical recommendations	Within two weeks of the Effective Date
Final Foundation Design (Technical Documentation)	Two weeks after receipt of the final geotechnical report, final wind turbine loading documents and completion of the review process by the owner and the Independent Engineer, unless available sooner.

Delay Liquidated Damages: Engineers failure to meet the Guaranteed Completion Dates will result in the assessment of Delay Liquidated Damages of CAN$3,500.00 per day not to exceed ten percent (10%) of the Contract Price pursuant to Article 10 of this agreement.

EXHIBIT C

FORM OF CHANGE ORDER

CHANGE ORDER NO. [NUMBER]
[DO NOT FILL IN CHANGE ORDER NUMBER OR TABLE BELOW UNTIL CHANGE ORDER IS OTHERWISE FINAL]

This Change Order No. [___] (this "**Change Order**") is entered into effective as of [DATE] ("**Change Order Effective Date**") pursuant to that certain Engineering Services Agreement dated [_____] [___], 2018 (the "**Agreement**"), by and between Nation Rise Wind Farm Limited Partnership, an Ontario limited partnership ("**Owner**") and [FULL LEGAL NAME OF ENGINEER] ("**Engineer**"). Unless otherwise defined, all capitalized terms contained herein shall have the meaning specified in the Agreement.

WHEREAS, Owner and Engineer have reached mutual agreement with respect to a Change Order as set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject. [**DESCRIBE NATURE/SUBJECT MATTER OF CHANGE**]

2. Adjustment to Project Schedule. This Change Order [does not change / changes] the schedule for the provision of the Work or achievement of the Guaranteed Completion Date(s) [**IF "changes" SELECTED, ADD ", as indicated below" AND SPECIFY CHANGES**].

3. Adjustment to Contract Price. As indicated in the table below, this Change Order [does not change / changes] the Contract Price[**IF "does not change" IS SELECTED, FILL IN "0" FOR "This Change Order" BELOW AND "N/A" FOR OTHER ITEMS**.].

Original Contract Price	
Prior Change Orders to Date	
Current Contract Price	
This Change Order No. [___]	
New Contract Price	

4. Changes to Completion Date(s). None[**OR SET OUT REVISED GUARANTEED DATES**].

5. Changes to Commercial Terms. None[**OR SET OUT REVISED COMMERCIAL TERMS**].

6. Changes to Exhibits. None[**OR DESCRIBE REVISED EXHIBITS**].

7. No Other Agreement Changes. This Change Order modifies the Agreement only as expressly set out herein. The Agreement remains in full force and effect.

8. Counterparts. This Change Order may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by the Parties.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, Owner and Engineer have caused this Change Order to be signed and delivered by their duly authorized officers, and such Change Order shall be effective on the Change Order Effective Date.

[FULL LEGAL NAME OF ENGINEER]

By: _____

Name: _____

Title: _____

Nation Rise Wind Farm Limited Partnership
By: its general partner, Nation Rise Wind Farm GP Inc.

By: _____

Name: _____

Title: _____

_____ (Legal Approval)

EXHIBIT D

ENGINEER'S RATE SHEET
(Unit Rates, Labor Rates, Other Rates)

See attached

Exhibit D

WSP – VICE PRESIDENCY ENERGY – CLASSIFICATION AND BILLING RATES FOR PROJECTS

CLASSIFICATION	HOURLY BILLING RATES Canadian $ - 2018	NOTE
Engineers		
Level A	91.00	New engineer and student
Level B	104.00	Engineer
Level C	119.00	Intermediate engineer
Level C+	133.00	Intermediate engineer acting as project manager
Level D	145.00	Senior engineer 1
Level E	159.00	Senior engineer 2
Level E+	172.00	Senior engineer acting as project manager
Level F	199.00	Chief discipline engineer
Principal	199.00	Principal engineer
Specialists (geographer, biologist, cartographer, economist, etc.)		
Level A	74.00	New specialist and student
Level B	82.00	Specialist
Level C	93.00	Intermediate specialist or junior economist
Level C+	106.00	Intermediate specialist acting as project manager
Level E	117.00	Senior specialist
Level E+	131.00	Senior specialist acting as project manager
Level F	149.00	Chief discipline specialist
Principal	169.00	Principal specialist
Technologists and Inspectors		
Level A	70.00	New technologist and student
Level B	78.00	Junior technologist
Level C	87.00	Intermediate technologist
Level D	98.00	Senior technologist 1
Level E	109.00	Senior technologist 2
Level F	119.00	Chief discipline technologist
Principal	135.00	Principal technologist
Clerical, Document Control, Accountant	69.75	
Experts		To be negotiated
Expenses		**Cost + 10%**
Sub-contractor		**Cost + 15%**

Approved:

Vincent Mercier, P.Eng., PMP
Director Power - Canada East

MV

EXHIBIT E
INVOICING PROCEDURES

Engineer shall invoice Owner in accordance with the invoicing procedures set out below and as indicated on the Purchase Order to follow full execution of this Agreement. To facilitate the timely payment of your invoices, please provide the following information with every invoice. Information pending will be forwarded to Engineer when available. (An invoice will not be considered complete if any of this information is missing.)

1) Invoices

a) All invoices must contain the following information. Information pending will be forwarded to Consultant when available. (*An invoice will not be processed until all information is provided*)

- The Agreement by title of document (*e.g.,* Services Agreement), (Company and Consultants Legal Name) and the date of the Agreement.
- Supplier Code: 4xxxxxx (pending)
- Project Number: 4/xx/xxxx/P (pending)
- Purchase/Contract No.: Uxxx/03xxxxxxxx (pending)
- Item/Task number and description of the service(s) being invoiced.
  - xxxxxxx
  - xxxxxxx
  - xxxxxxx
- Include Consultant W-9 when submitting first invoice.
- Set out an itemization of the Services or Deliverables, in each case in such detail and with such supporting documentation as is necessary to permit Company to verify the invoiced amounts.
- The total amount billed under the Agreement to the date of the invoice, with an indication of whether the amount billed under the invoice is included in or excluded from such total amount.

b) Invoices shall be emailed to the Company at the following email address:

Nation Rise Wind Farm Limited Partnership
c/o EDP Renewables North America LLC
ap.invoices@edpr.com

2) Payments

a) Contemporaneously with execution of this Agreement and in any case before commencing to render Services, Consultant shall complete the ACH Payment Enrollment Form, attached hereto as Exhibit E-1, and return it to the following email address:

vendormaster@edpr.com

EXHIBIT E-1

ACH PAYMENT ENROLLMENT FORM

ACH Payment Enrollment Information

Vendor Information

Vendor Name	
Company Contact Name	
E-mail to receive correspondence	
Phone & Fax Number	P F

Banking Information

Bank Name		
Bank Address		
Representative Contact	Name	
	Phone	
	E-mail	
Account Name		
ACH Routing Number		
Alternate (Wire) Routing #		
Account Number		

Submit

By submitting this document you are authorizing EDP Renewables North America LCC and its affiliates to deposit payments for services rendered or goods provided directly into the account at the financial institution listed above. According to NACHA rules, if EDPR erroneously deposits funds into the designated account, you authorize the financial institution to initiate the necessary transaction(s) to correct the error. See https://www.achrulesonline.org/ for more information.

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EXHIBIT F
FORM OF ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION OF
ENGINEERING SERVICES AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of [Date] (the "Effective Date") by and between Nation Rise Wind Farm Limited Partnership, an Ontario limited partnership ("Assignor") and [CONTRACTOR], a [TYPE OF ENTITY] ("Assignee"). Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties".

R E C I T A L S

WHEREAS, Assignor and [_____] ("Engineer") are parties to that certain Engineering Services Agreement dated as of [DATE] (together with work orders issued thereunder, the "Services Agreement"), a true and correct copy of which is attached hereto as Exhibit A. Pursuant to the Services Agreement, Engineer is responsible for providing engineering services as Assignor may direct from time to time for what is now known as the [NAME OF PROJECT] located in [COUNTY/PROVINCE] (the "Wind Farm"), all in accordance with the terms of the Services Agreement;

WHEREAS, Assignor has entered into a contract (the "BOP Contract") with Assignee to finalize design and engineering, procure, supply, install, and construct the balance of plant for the Wind Farm; and

WHEREAS, Assignor desires to assign all of Assignor's rights, title, and interest in and to the Services Agreement to Assignee, and Assignee desires to acquire and agrees to accept such assignment.

A G R E E M E N T

NOW, THEREFORE, in consideration of the recitals and the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. (a) Assignor hereby assigns all of its right, title, and interest in, to and under the Services Agreement to Assignee as of the Effective Date.

(b) Assignee hereby expressly accepts the assignment set forth above and hereby assumes all of Assignor's liabilities, obligations and contractual commitments under and/or pertaining to the Services Agreement, including those occurring as a result of past actions or circumstances, but excluding all liens thereon created by Assignor. Assignee acknowledges and agrees that Assignor is relieved from all liability under and/or pertaining to the Services Agreement save and except for any claims, liens security interests, or other encumbrances set forth on Exhibit B, and Assignee agrees to indemnify and hold harmless Assignor from and against any loss, damage, cost or expense existing under or with respect to the Services Agreement.

2. Full Force and Effect. All requirements, terms, conditions, and obligations required pursuant to the Services Agreement remain in full force and effect as to Engineer and Assignee.

3. Representations and Warranties.

(a) Assignor hereby represents and warrants to Assignee that: (i) the Services Agreement is free and clear of any and all claims, liens, security interests and other encumbrances except as set

forth on Exhibit B; (ii) all necessary approvals and/or consents for Assignor's assignment of the Services Agreement have been obtained; (iii) the execution, delivery and performance by Assignor of this Agreement (A) is within Assignor's power and (B) has been duly authorized by all necessary action on its part; and (iv) to Assignor's knowledge: (A) neither Assignor nor Engineer is in default under the Services Agreement, (B) no dispute, claim or litigation exists asserting that the Services Agreement is unenforceable or violates any other agreement, and (C) the Services Agreement is not, and has not been, the subject of any bankruptcy or foreclosure proceeding.

(b) Assignee hereby represents and warrants to Assignor that: (i) all necessary approvals and/or consents for Assignee's assumption of the Services Agreement have been obtained; (ii) Assignee is authorized to enter into this Agreement and to perform the obligations of the Assignee hereunder, and (iii) the execution, delivery and performance by Assignee of this Agreement (A) is within Assignee's power and (B) has been duly authorized by all necessary action on its part.

4. Payment for Engineer's Services. Exhibit B includes an accounting of all fees earned by, and all expenses incurred by and reimbursable to, Engineer pursuant to the Services Agreement through and including [DATE] (respectively, the "Accounting" and the "Payment Cutoff Date"). Assignor has paid or shall pay all such fees and expenses in accordance with the Services Agreement. Assignee shall pay all fees earned by, and all expenses incurred by and reimbursable to, Engineer pursuant to the Services Agreement after the Payment Cutoff Date. Any payment inconsistent with the foregoing made to Engineer by either Party, whether inadvertently or by agreement of the Parties, and any material inaccuracy in the Accounting, shall entitle the adversely affected Party to a Change Order pursuant to, and as such term is defined in, the BOP Contract.

5. Further Assurances. A Party shall execute and deliver to such other Party as may reasonably request it any further document or instrument necessary or convenient to effect the intent, and to obtain the full benefit, of this Agreement. Any request by a Party pursuant to this Section 4 shall be accompanied by the document proposed for signature by the requesting Party, which document shall be in form and substance satisfactory to the Party of whom the request is made and its counsel, and the Party making the request shall bear and discharge any fees or expenses incident to the preparation, filing, or recording of documents requested pursuant to this Section 5.

6. Amendments. This Agreement may be modified or amended only in writing duly executed by the Parties.

7. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, exclusive of conflicts of laws provisions.

8. Counterparts. This Agreement may be signed in any number of counterparts, each of which, when taken together, shall constitute a fully executed original signed by all of the Parties.

9. Signatures. The exchange of signed copies of this Agreement and of signature pages by facsimile or other electronic transmission (including electronic mail) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

10. Binding Effect: Purposes. This Agreement shall inure to the benefit of and shall be binding upon Assignor, Assignee and their respective successors and assigns.

[Signatures are on the Next Page]

MW

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the Parties hereto effective as of the Effective Date.

"ASSIGNOR"

[OWNER LLC]

By:_____

Name:

Title:

"ASSIGNEE"

[CONTRACTOR]

By:_____

Name:

Title:

SIGNATURE PAGE
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
between
[_____] LLC
and
[_____]

The undersigned hereby acknowledges receipt of notification of the assignment to Assignee of all right, title and interest of Assignor in and to the Services Agreement, which assignment was made in accordance with Sections [ ] and [ ] of the Services Agreement. (Capitalized terms not otherwise defined on this page shall have the respective meanings assigned to them in the Assignment and Assumption of Engineering Services Agreement to which this page is attached.) Engineer releases the Assignor of all obligations and liabilities under the Assigned Agreement as of its assignment by the Assignor and assumption by Assignee on the Effective Date, and hereby confirms (i) the accuracy of the Accounting and (ii) that the Services Agreement remains in full force and effect, in accordance with its terms.

[ENGINEER]

By: _____

Name: _____

Title: _____

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION OF ENGINEERING SERVICES AGREEMENT

Services Agreement

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION OF ENGINEERING SERVICES AGREEMENT

Claims, Liens Security Interests, or Other Encumbrances; Accounting

I. Claims, Liens Security Interests, or Other Encumbrances

[TBD]

II. Accounting

[TBD]

EXHIBIT G(i)

FORM OF ENGINEER'S CERTIFICATE FOR PARTIAL WAIVER OF CLAIMS
[ENGINEER'S LETTERHEAD]

TO: Nation Rise Wind Farm Limited Partnership
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Attn: Chief Operating Officer

WHEREAS:

A. Nation Rise Wind Farm Limited Partnership ("Owner") and [_____] ("Engineer") have entered into that certain Engineering Services Agreement dated as of [Date] (the "Agreement") pursuant to which Engineer shall perform services (as described in the Agreement, the "Work") in connection with the construction of Owner's wind-powered electric generation facility to be located near Ottawa, Ontario (as more fully defined in the Agreement, the "Project").

B. It is a condition to Owner's obligation under the Agreement to make payment to Engineer that Engineer execute and deliver to and for the benefit of Owner a Claim Waiver for the amount of any payment requested by Engineer, and Engineer hereby delivers this Claim Waiver in order to satisfy such condition in relation to its invoice or application for payment no. _____ (the "Application for Payment") in the amount of C$_____ dated _____, 20_ (the "Date of Certification").

C. Defined terms used and not otherwise defined herein have the meanings set forth in the Agreement.

NOW THEREFORE, for and in consideration of payment by Owner of CAN$_____ the undersigned agrees and certifies that:

1. Engineer irrevocably and unconditionally waives, releases, discharges and relinquishes any and all claims against Owner, with regards to the Application for Payment, in relation to services or materials supplied under the Agreement, and otherwise in connection with the Project, including any such claims against Owner that are capable of giving rise to a Lien, with respect to (i) the Work, Project Equipment, the Project, or any portion thereof, or (ii) any other property of Owner, in each case subject to the second sentence of paragraph 3 and to paragraph 4 hereof.

2. There are no Liens on (i) the Work, Project Equipment, Turbine Equipment, the Project, or any portion thereof, arising by, through or under Engineer or, to the reasonable knowledge of Engineer (except that this reasonable knowledge qualifier shall not apply to any filed Liens), any Subcontractor or (ii) any other property of Owner arising by, through or under Engineer or, in connection with the performance of the Work or Engineer's other obligations under the Agreement, to the reasonable knowledge of Engineer (except that

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this reasonable knowledge qualifier shall not apply to any filed Liens), by, through or under any Subcontractor; (B) (i) Engineer has not received a notice of intention to claim any Liens (including Liens by, through or under any Subcontractor) of the type described in clause (A), (ii) no proceeding to establish any such Liens has been filed or instituted, and (iii) there is no known basis for any such Liens; and (C) all amounts due and owing to any Subcontractors have been paid in full, except, in each case to the extent relating to a good faith dispute with a Subcontractor for which Engineer has (i) furnished to Owner reasonable documentation as to the amount in dispute and (ii) either (A) furnished to Owner a bond or other security reasonably satisfactory to Owner to indemnify Owner for such lien, dispute or claim or (B) reduced the amount invoiced in the relevant Application for Payment by the amount in dispute.

3. For the avoidance of doubt, this Claim Waiver shall not affect the rights or remedies of the Parties other than to the extent provided in paragraph 1 hereof. In addition, this Claim Waiver shall not affect the right of Engineer to receive, or impose Liens securing, payment for labor, services, equipment, material and supplies furnished by Engineer to Owner after the Date of Certification.

4. All amounts due and payable in connection with the Work with respect to all prior Applications for Payment have been paid in full by Owner and the applicable Claim Waivers associated therewith are final and unconditional, except in relation to the following amounts and Applications for Payment:

Application for Payment No.	Amount of Payment Outstanding

5. THIS CLAIM WAIVER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS).

IN WITNESS WHEREOF, Engineer has executed and delivered this interim Lien Waiver this ___ day of _____.

[CONTRACTOR]

By: _____

Name: _____

Title: _____

PROVINCE OF _____

County of _____

On this day personally appeared before me _____, to me known to be the individual described herein, the _____ of _____, a(n) _____ [corporation, partnership, limited liability company] and who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of such corporation [partnership, limited liability company], for the uses and purposes therein mentioned and upon oath stated that he/she was authorized to execute said instrument for and on behalf of said corporation [partnership, limited liability company].

WITNESS MY HAND AND NOTARIAL SEAL this ____ day of _____, 20___.

My County of Residence:

_____

_____
Notary Public

My Commission Expires:

_____

_____
Printed

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EXHIBIT G(ii)

FORM OF SUBCONTRACTOR'S CERTIFICATE FOR PARTIAL WAIVER OF CLAIMS

[SUBCONTRACTOR LETTERHEAD]

TO: Nation Rise Wind Farm Limited Partnership
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Attn: Chief Operating Officer

WHEREAS:

A. Nation Rise Wind Farm Limited Partnership ("Owner") and [_____] ("Engineer") have entered into that certain Engineering Services Agreement dated as of [Date] (the "Agreement") pursuant to which Engineer shall perform services (as described in the Agreement, the "Work") in connection with the construction of Owner's wind-powered electric generation facility to be located in Ottawa, Ontario (as more fully defined in the Agreement, the "Project").

B. Engineer and Subcontractor have entered into that certain [name of Agreement] dated as of [_____] (the "Subcontractor Agreement") pursuant to which Engineer shall purchase certain services and/or materials from Subcontractor in connection with the performance of Engineer's obligations under the Agreement from Engineer Claims Waiver with necessary adjustments .

C. Defined terms used and not otherwise defined herein have the meanings set forth in the Agreement.

"Lien" means, with respect to any property or asset, any mortgage, deed of trust, lien, pledge, charge, security interest, or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale Agreement, capital lease or other title retention Agreement relating to such asset;

"Subcontractors" means subcontractors or suppliers (of any tier) retained to provide services and/or materials in connection with the performance of the Work; and

"Subcontractor" means [name of Subcontractor];

"Work" means the supply of certain labor, services, equipment, materials and supplies (including through any Subcontractors) to Engineer pursuant to the terms of the Subcontractor Agreement, including any change order signed by Engineer and Subcontractor prior to the date hereof;

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NOW THEREFORE, for and in consideration of payment of [CAN$_____], the undersigned agrees and certifies that:

1. Subcontractor irrevocably and unconditionally waives, releases, discharges and relinquishes any and all claims against Owner or Engineer with regards to the Application of Payment, in relation to services or materials supplied under the Subcontractor Agreement, and otherwise in connection with the Project, including any such claims against Owner or Engineer that are capable of giving rise to a Lien, with respect to (i) the Work, the Project, or any portion thereof, equipment for the Project, or any portion thereof or, (ii) in connection with the performance of the Work, any other property of Owner, in each case subject to the second sentence of paragraph 3 and to paragraph 4 hereof.

2. There are no Liens on (i) the Work, the Project, or any portion thereof, equipment for the Project, or any portion thereof, arising by, through or under Subcontractor or, to the reasonable knowledge of Subcontractor (except that this reasonable knowledge qualifier shall not apply to any filed Liens), any Subcontractors or (ii) any other property of Owner arising by, through or under Subcontractor or, in connection with the performance of the Work or Subcontractor's other obligations under the Subcontractor Agreement, to the reasonable knowledge of Subcontractor (except that this reasonable knowledge qualifier shall not apply to any filed Liens), by, through or under any Subcontractors; (B) (i) Subcontractor has not received a notice of intention to claim any Liens (including Liens by, through or under any Subcontractors) of the type described in clause (A), (ii) no proceeding to establish any such Liens has been filed or instituted and (iii) there is no known basis for any such Liens; and (C) all amounts due and owing to any Subcontractors have been paid in full [(other than the amount of _____ claimed by _____ to be owed to them and which is subject to a good faith dispute)][1].

3. For the avoidance of doubt, this Claim Waiver shall not affect the rights or remedies of Subcontractor and Engineer other than to the extent provided in paragraph 1 hereof. In addition, this Claim Waiver shall not affect the right of Subcontractor to receive, or impose Liens securing, payment for labor, services, equipment, material and supplies furnished by Subcontractor to Engineer after the date hereof.

4. All amounts due and payable in connection with the Work with respect to all prior invoices submitted for payment have been paid in full by Engineer and the applicable Claim Waivers associated therewith are final and unconditional, except in relation to the following amounts and applications for payment:

Invoice for Payment No.	Amount of Payment Outstanding

[1] Only include if a good faith dispute exists.

5. THIS CLAIM WAIVER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS).

IN WITNESS WHEREOF, Subcontractor has executed and delivered this Partial Claim Waiver this ___ day of _____.

[SUBCONTRACTOR],
a [_____]

By: _____

Name: _____

Title: _____

PROVINCE OF [_____]

County of _____

On this day personally appeared before me _____, to me known to be the individual described herein and which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of such _____[2], for the uses and purposes therein mentioned and oath stated that he/she was authorized to executed said instrument on before of said corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20___.

_____
Notary Public in and for the Province of [_____], residing at:
_____

[2] Insert type of entity of Subcontractor (e.g., corporation, limited liability company, etc.)

EXHIBIT G(iii)

FORM OF ENGINEER'S FINAL CLAIM WAIVER AND RELEASE

[ENGINEER LETTERHEAD]

TO: Nation Rise Wind Farm Limited Partnership
c/o EDP Renewables North America
808 Travis Street, Suite 700
Houston, Texas 77002
Attn: Chief Operating Officer

WHEREAS:

A. Nation Rise Wind Farm Limited Partnership ("Owner") and [_____] ("Engineer") have entered into that certain Engineering Services Agreement dated as of [Date] (the "Agreement") pursuant to which Engineer shall perform services (as described in the Agreement, the "Work") in connection with the construction of Owner's wind-powered electric generation facility to be located in Ottawa, Ontario (as more fully defined in the Agreement, the "Project").

B. It is a condition to Owner's obligation under the Agreement to make final payment to Engineer that Engineer execute and deliver to and for the benefit of Owner a Final Claim Waiver for the amount of the final payment requested by Engineer, and Engineer hereby delivers this Claim Waiver in order to satisfy such condition in relation to its invoice or application for payment no. _____ (the "Application for Payment") in the amount of C$_____ dated _____, 20__ (the "Date of Certification").

C. Defined terms used and not otherwise defined herein have the meanings set forth in the Agreement.

NOW THEREFORE, for and in consideration of payment by Owner of CAN$_____ the undersigned agrees and certifies that:

1. Engineer irrevocably and unconditionally waives, releases, discharges and relinquishes any and all claims against Owner with regards to the Application for Payment, in relation to services or materials supplied under the Agreement, and otherwise in connection with the Project, including any such claims against Owner that are capable of giving rise to a Lien, with respect to (i) the Work, Project Equipment, Turbine Equipment, the Project, or any portion thereof, or (ii) any other property of Owner, in each case subject to the second sentence of paragraph 3 hereof.

2. There are no Liens on (i) the Work, Project Equipment, Turbine Equipment, the Project, or any portion thereof, arising by, through or under Engineer or, to the reasonable knowledge of Engineer (except that this reasonable knowledge qualifier shall not apply to any filed Liens), any Subcontractor or (ii) any other property of Owner arising by, through or under

Engineer or, in connection with the performance of the Work or Engineer's other obligations under the Agreement, to the reasonable knowledge of Engineer (except that this reasonable knowledge qualifier shall not apply to any filed Liens), by, through or under any Subcontractor; (B) (i) Engineer has not received a notice of intention to claim any Liens (including Liens by, through or under any Subcontractor) of the type described in clause (A), (ii) no proceeding to establish any such Liens has been filed or instituted, and (iii) there is no known basis for any such Liens; and (C) all amounts due and owing to any Subcontractors have been paid in full, except, in each case to the extent relating to a good faith dispute with a Subcontractor for which Engineer has (i) furnished to Owner reasonable documentation as to the amount in dispute and (ii) either (A) furnished to Owner a bond or other security reasonably satisfactory to Owner to indemnify Owner for such lien, dispute or claim or (B) reduced the amount invoiced in the relevant Application for Payment by the amount in dispute.

3. For the avoidance of doubt, this Claim Waiver shall not affect the rights or remedies of the Parties other than to the extent provided in paragraph 1 hereof. In addition, this Claim Waiver shall not affect the right of Engineer to receive, or impose Liens securing, payment for labor, services, equipment, material and supplies furnished by Engineer to Owner after the Date of Certification.

4. All amounts due and payable in connection with the Work and the Project with respect to all Applications for Payment have been paid in full by Owner and all applicable Claim Waivers associated therewith are final and unconditional.

5. THIS FINAL CLAIM WAIVER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS).

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IN WITNESS WHEREOF, Engineer has executed and delivered this Final Lien Waiver this ___ day of _____.

[CONTRACTOR]

By: _____

Name: _____

Title: _____

PROVINCE OF _____

County of _____

On this day personally appeared before me _____, to me known to be the individual described herein, the _____ of _____, a(n) _____ [corporation, partnership, limited liability company] and who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of such corporation [partnership, limited liability company], for the uses and purposes therein mentioned and upon oath stated that he/she was authorized to execute said instrument for and on behalf of said corporation [partnership, limited liability company].

WITNESS MY HAND AND NOTARIAL SEAL this ____ day of _____, 20___.

My County of Residence:

_____

_____
Notary Public

My Commission Expires:

_____

_____
Printed

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EXHIBIT G(iv)

FORM OF SUBCONTRACTOR'S FINAL CLAIM WAIVER AND RELEASE

[SUBCONTRACTOR LETTERHEAD]

TO: Nation Rise Wind Farm Limited Partnership
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Attn: Chief Operating Officer

WHEREAS:

A. Nation Rise Wind Farm Limited Partnership ("Owner") and [_____] ("Engineer") have entered into that certain Engineering Services Agreement dated as of [Date] (the "Agreement") pursuant to which Engineer shall perform services (as described in the Agreement, the "Work") in connection with the construction of Owner's wind-powered electric generation facility to be located in Ottawa, Ontario (as more fully defined in the Agreement, the "Project").

B. Supplier and Subcontractor have entered into that certain [name of Agreement] dated as of [_____] (the "Subcontractor Agreement") pursuant to which Engineer has purchased certain services and/or materials from Subcontractor in connection with the performance of Engineer's obligations under the Agreement from Engineer Claims Waiver with necessary adjustments.

C. Defined terms used and not otherwise defined herein have the meanings set forth in the Agreement.

"Lien" means, with respect to any property or asset, any mortgage, deed of trust, lien, pledge, charge, security interest, or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale Agreement, capital lease or other title retention Agreement relating to such asset;

"Subcontractors" means subcontractors or suppliers (of any tier) retained to provide services and/or materials in connection with the performance of the Work; and

"Subcontractor" means [name of Subcontractor];

"Work" means the supply of certain labor, services, equipment, materials and supplies (including through any Subcontractors) to Engineer pursuant to the terms of the Subcontractor Agreement, including any change order signed by Engineer and Subcontractor prior to the date hereof;

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NOW THEREFORE, the undersigned agrees and certifies that:

1. Subcontractor hereby irrevocably and unconditionally waives, releases, discharges and relinquishes any and all claims against Owner or Engineer with regards to the Application for Payment, in relation to services or materials supplied under the Subcontractor Agreement, and otherwise in connection with the Project, including any such claims against Owner or Engineer that are capable of giving rise to a Lien, with respect to (i) the Storage Site, the equipment being unloaded and stored on such Storage Site (the "Stored Equipment"), or any portion thereof or, (ii) in connection with the performance of the Work, any other property of Owner, in each case subject to the second sentence of paragraph 3 hereof.

2. There are no Liens on (i) the Work, the Project, or any portion thereof, equipment for the Project, or any portion thereof, arising by, through or under Subcontractor or, to the reasonable knowledge of Subcontractor (except that this reasonable knowledge qualifier shall not apply to any filed Liens), any Subcontractors, or (ii) any other property of Owner arising by, through or under Subcontractor or, in connection with the performance of the Work or Subcontractor's other obligations under the Subcontractor Agreement, to the reasonable knowledge of Subcontractor (except that this reasonable knowledge qualifier shall not apply to any filed Liens), by, through or under any Subcontractors; (B) (i) Subcontractor has not received a notice of intention to claim any Liens (including Liens by, through or under any Subcontractors) of the type described in clause (A), (ii) no proceeding to establish any such Liens has been filed or instituted and (iii) there is no known basis for any such Liens; and (C) all amounts due and owing to any Subcontractors have been paid in full.

3. For the avoidance of doubt, this Claim Waiver shall not affect the rights or remedies of Subcontractor and Engineer other than to the extent provided in paragraph 1 hereof. In addition, this Claim Waiver shall not affect the right of Subcontractor to receive, or impose Liens securing, payment for labor, services, equipment, material and supplies furnished by Subcontractor to Engineer after the date hereof.

4. All amounts due and payable with respect to the Work have been paid in full by Supplier and the applicable Claim Waivers associated therewith are final and unconditional.

5. THIS CLAIM WAIVER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS).

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IN WITNESS WHEREOF, Subcontractor has executed and delivered this final Claim Waiver this ___ day of _____.

[SUBCONTRACTOR],
a [_____]

By: _____

Name: _____

Title: _____

MV

PROVINCE OF [_____]

County of _____

On this day personally appeared before me _____, to me known to be the individual described herein and which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of such _____[3], for the uses and purposes therein mentioned and oath stated that he/she was authorized to executed said instrument on before of said corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20___.

_____
Notary Public in and for the State of [_____], residing at:
_____

[3] Insert type of entity of Subcontractor (e.g., corporation, limited liability company, etc.)

EXHIBIT H

INSURANCE CERTIFICATES

See attached

GPL
RISK & INSURANCE
A Gallagher Company

GPL assurance inc.
1550 Metcalfe Street, #902
Montreal, Quebec H3A 1X6
Tel: (514) 788-4446 / (800) 315-4450

CERTIFICATE OF INSURANCE

2018-9733R2

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES SCHEDULED HEREIN. IT IS FURNISHED AS A MATTER OF INFORMATION ONLY, CONFERS NO RIGHTS UPON THE HOLDER AND IS ISSUED WITH THE UNDERSTANDING THAT THE RIGHTS AND LIABILITIES OF THE PARTIES WILL BE GOVERNED BY THE ORIGINAL POLICY OR POLICIES AS THEY MAY BE LAWFULLY AMENDED BY ENDORSEMENT FROM TIME TO TIME. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Name and address of Certificate Holder:
EDP Renewables North America, LLC
808 Travis Street, Suite 700
Houston, Texas 77002 USA

Name and address of Insured:
WSP Canada Inc.
1600 boul. René-Lévesque O 16e étage
Montréal QC H3H 1P9

Type of Insurance	Insurer	Policy number	Policy period	Coverages	Limits of liability ($ CAD)
Commercial General Liability - Occurrence Basis	Zurich Insurance Company Ltd.	8841732	April 1, 2018 to April 1, 2019	Liability for bodily injury, property damage and personal injury, subject to policy terms, limitations and exclusions.	$2,000,000 Each occurrence $2,000,000 Personal and Advertising Injury $2,000,000 Products & Completed Operations Aggregate $5,000,000 General Aggregate limit
	Including: • Non-Owned Automobile Liability • Owners and Contractors Protective • Tenants Legal Liability • Primary and non-contributory clause			• Contractual Liability • Separation of Insureds, Cross Liability • Third Party Fire Fighting Expenses including Forest Fire Expenses • Broad form property	• Contingent Employers' Liability • Premises and Operations Liability
Automobile	Zurich Insurance Company Ltd.	9806980	April 1, 2018 to April 1, 2019	Civil Liability Property damage or bodily injury to another person.	$1,000,000 Per occurrence Description of vehicles: Blanket Fleet, including all owned, leased and hired automobiles. For vehicles registered in the provinces of BC, SK and MB, Third Party Liability limits is only excess of minimum limits provided by Provincial and Property Damage Coverage is only covered as per terms and conditions on the policy provided by Provincial.
Umbrella Liability	Zurich Insurance Company Ltd.	8840933	April 1, 2018 to April 1, 2019	In excess of the underlying Commercial General Liability and Automobile policies. Follow Form in excess of the underlying Commercial General Liability and Automobile policies	$5,000,000 Each occurrence and in the aggregate
Professional Indemnity Insurance	Lloyd's Underwriters	B1262FI1174317	November 1, 2017 to November 1, 2018	Coverage is subject to policy terms, limitations and exclusions.	$10,000,000 Per claim and in the aggregate The aggregate limit is the total insurance available for all covered claims made and reported within the policy period and is not limited to claims by or in connection with the above noted Certificate holder.

Description of operations

Project No.: P18-11029-32 (Nation Rise Wind Farm) **Office:** 1135, boulevard Lebourgneuf Québec QC G2K 0M5

Nation Rise

Other comments – Additional coverage

EDP Renewables Canada Ltd., EDP Renewables North America LLC and their subsidiaries and affiliates; the directors, officers, employees, and agents of both EDP Renewables Canada Ltd. and EDP Renewables North America LLC; and the successors and assigns of all of the foregoing ("Additional Insureds") is (are) added as Additional Insured(s) under General Liability Insurance policy(ies') coverage but only and with respect to the Insured's operations and the above-mentioned reference.

Waiver of subrogation in favor of the Certificate Holder on the General Liability Insurance policy(ies), but only with respect to the Insured's operations.

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the insurer(s) will endeavour to mail a 30-days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability or any kind upon either the insurer(s) or his representative.

GPL ASSURANCE INC.

Issued in Montreal on June 29, 2018
Prepared by : Claudine Luigi

Signed by: Josée Cormier
Insurance broker – Risk Management
Technical Assistant

MLV