

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 18

INDEPENDENT CERTIFIER AGREEMENT

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THIS AGREEMENT is made as of the ____ day of September, 2015

AMONG:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown Corporation having its head office at 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3

("BC Hydro")

AND:

ATCO TWO RIVERS LODGING GROUP LIMITED PARTNERSHIP, an Alberta limited partnership, having its head office at Suite 600, 4838 Richards Road SW, Calgary, Alberta T2E 6L1

("Project Co")

AND:



(the "**Independent Certifier**")

WHEREAS:

- A. BC Hydro and Project Co have entered into the Project Agreement;
- B. BC Hydro and Project Co wish to appoint the Independent Certifier, and the Independent Certifier wishes to accept such appointment, to perform certain services in connection with the Project Agreement; and
- C. BC Hydro, Project Co and the Independent Certifier wish to enter into this Agreement in order to record the terms by which the Independent Certifier will perform such services.

NOW THEREFORE in consideration of the mutual promises and agreements of BC Hydro, Project Co and the Independent Certifier herein expressed and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, BC Hydro, Project Co and the Independent Certifier covenant and agree as follows:

1 DEFINITIONS

1.1 Definitions

In this Agreement including the recitals and Attachments, unless the context indicates a contrary intention, terms which are defined in the Project Agreement (and not otherwise defined in this Agreement) will have meanings given to them in the Project Agreement and the following terms will have the following meanings:

"**Agreement**" means this Independent Certifier Agreement and its attachments;

“Fee” means the fees payable by the Parties to the Independent Certifier for the Functions, as such fees are specified and made payable in Attachment 2 [Fee];

“Functions” means:

- (a) all of the functions and obligations conferred on the Independent Certifier under the Project Agreement;
- (b) all of the functions and obligations conferred on the Independent Certifier under this Agreement, including the functions described in Attachment 1 [Functions]; and
- (c) all other things or tasks which the Independent Certifier is required to do to comply with its obligations under this Agreement;

“Functions Variation” means any change to the Functions;

“Intellectual Property” means any and all intellectual property rights throughout the world, whether subsisting now or in the future, including rights of any kind in inventions, patents, copyright, trademarks, service marks, industrial designs, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information and trade or business names;

“Parties” means, collectively, BC Hydro and Project Co;

“Project Agreement” means that certain agreement entitled “Project Agreement” and made between BC Hydro and Project Co as of the ___ day of September, 2015 with respect to the design, construction, financing, operation, maintenance and life cycle rehabilitation for the Facility, as the same may be amended, supplemented or replaced from time to time; and

“Project Material” means all material:

- (a) provided to the Independent Certifier or created by or required to be created by any Party; and
- (b) provided by or created by or required to be created by the Independent Certifier as part of, or for the purpose of, performing the Functions,

including documents, equipment, reports, technical information, plans, charts, drawings, calculations, tables, schedules and data (stored and recorded by any means).

2 INTERPRETATION

2.1 Interpretation

The division of this Agreement into Sections, the insertion of headings and the provision of a table of contents are for convenience only, do not form a part of this Agreement and will not be used to affect the construction or interpretation of this Agreement. The word “including” will not be construed as limiting the general term or statement immediately preceding. Unless otherwise specified:

- (a) each reference in this Agreement to **“Section”** and **“Attachment”** is to a Section of, and an Attachment to, this Agreement;
- (b) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to the regulations made under that statute and any successor statute, as amended or re-enacted from time to time;

- (c) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (d) references to time of day or date mean the local time or date in Vancouver, British Columbia;
- (e) all references to amounts of money mean lawful currency of Canada; and
- (f) an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with IFRS consistently applied.

2.2 Obligations and Exercise of Rights by the Parties

The obligations of the Parties under this Agreement will be several. Except as specifically provided for in this Agreement, the rights of the Parties under this Agreement, will be jointly exercised by each of the Parties.

3 ROLE OF THE INDEPENDENT CERTIFIER

3.1 Engagement

The Parties hereby appoint the Independent Certifier, and the Independent Certifier hereby accepts such appointment, to carry out the Functions in accordance with this Agreement. The Independent Certifier will perform the Functions in accordance with this Agreement.

3.2 Acknowledgement by Independent Certifier

The Independent Certifier hereby acknowledges in favour of the Parties that it has received a copy of the Project Agreement.

3.3 Standard of Care

The Independent Certifier will exercise the standard and skill, care and diligence in the performance of the Functions that would be expected of an expert professional experienced in providing services in the nature of the Functions for projects similar to the WA Project.

3.4 Duty of Independent Judgment

In exercising the Functions, the Independent Certifier will act:

- (a) impartially, honestly and independently;
- (b) reasonably and professionally; and
- (c) in a timely manner:
 - (i) in accordance with the times prescribed in this Agreement or the Project Agreement, as applicable; or
 - (ii) where no times are prescribed, within five Business Days or such earlier time so as to enable the Parties to perform their respective obligations under the Project Agreement.

Although the Independent Certifier should take account of any opinions or representations made by the Parties, the Independent Certifier will not be bound to comply with any opinions or representations made by either of them in connection with any matter on which the Independent Certifier is required to exercise its professional judgment.