

Technical Services Agreement

This Agreement, effective the ^{5th} day of August 2017, is made between **The Green Organic Dutchman Holdings Ltd.** ("**Owner**") with its principal place of business at 1915 Jerseyville Road West, Ancaster Ontario LOR 1R0 and **Hamilton Utilities Corporation** ("**Contractor**"), with its principal place of business at 10 George Street Hamilton Ontario, Suite 300 L8P1C8 ("**HUC**") (each, a "**Party**"; collectively, the "**Parties**").

WHEREAS, Owner desires to engage Contractor to perform the following services (the "**Services**") in relation to a Combined Heat and Power plant (the "**Project**") including a CO2 capture system proposed by the Owner to be located on 1915 Jerseyville Road in Ancaster, Ontario (the "**Site**"): (i) develop a business case and a financial assessment; (ii) manage the development, construction and commissioning thereof; and (iv) provide such other services as may be requested by Owner and as are agreeable to HUC.

WHEREAS, in addition to the Services identified above, the Owner and Contractor both desire and intend to negotiate in good faith the terms an Operation and Maintenance Agreement ("**Operations and Maintenance Agreement**") for the Project and possibly other projects and possibly an agreement for HCE to acquire an equity position in the Project/

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. SCOPE OF SERVICES. Contractor will perform the Services on a retainer basis. Contractor will perform the Services as requested by Owner in work orders issued by Owner and accepted by Contractor. Services will include tasks as set forth in **Exhibit 2**. Contractor will coordinate its efforts with other consultants and contractors retained by Owner as may be required and as directed by Owner.

During the performance of the Services under this Agreement, the parties will negotiate in good faith the terms of an Operations and Maintenance Agreement which shall be subject to the requisite corporate approvals of each party. In the event that, after good faith negotiations and after Contractor has completed the Services, the Parties are unable to agree on the terms of an Operations and Maintenance Agreement for the Project(s), neither Party will have any further obligations to the other Party under the terms of this Agreement. Contractor understands that Owner is under no obligation to award an Operations and Maintenance Agreement to the Contractor pursuant to this Agreement. Contractor also understands that Owner is free to award to others or not award an Operations and Maintenance Agreement at its sole discretion.

2. BILLING RATES. Charges for all professional, technical and administrative personnel directly working on the Projects will be calculated and billed on a monthly retainer basis for a base number of hours (100 hours per month). Hours above this based amount will be charged at a blended rate (Exhibit 1). Billing Rates are in Canadian dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

3. OTHER DIRECT COSTS. "Direct Costs" are all costs and expenses incurred by Contractor directly attributable to the performance of Services, including charges for materials, shipping, reproduction, telephone, facsimile, etc. Direct Costs will be computed and billed as per Exhibit 2. Costs for specialty sub-consultants retained by Contractor will be billed at cost plus 10%. Contractor will not engage any sub-consultant without prior written approval from Owner.

4. INVOICING AND PAYMENT. Timesheets and supporting documentation must be approved on a weekly basis by an Owner representative. Invoices will be issued monthly on approximately the fifteenth of each month for the previous month and shall itemize the hours worked by each staff member and the task area that the staff member worked on. Copies of supporting documentation will be provided upon Owner's request. Payments will be made within thirty (30) days of receipt of invoice. Invoices not paid within thirty (30) days of receipt are subject to interest from the 31st day at the rate of 1% per month (12% per annum). In addition, should an account become more than sixty (60) days in arrears, and should there be no outstanding dispute with respect to such outstanding billings, Contractor may, after giving fourteen (14) days written notice to Owner, suspend Services without any direct, incidental or consequential liability until Client has paid in full all amounts due Contractor on account of Services rendered and expenses incurred including interest on past due invoices or, in Contractor's sole discretion, terminate Services without any direct, incidental or consequential liability. If there is a disputed amount on an invoice, Owner agrees to pay all undisputed amounts in the thirty (30) day period, but Owner is not obligated to pay amounts regarding which there is an outstanding dispute provided Owner exercises due diligence in resolving such dispute.

5. ACCESS Inasmuch as the Services require Contractor entering upon the Site, Owner grants or shall obtain for Contractor and its subcontractors authority to enter the properties upon which the relevant portion of Contractor's Services are to be performed, at Owner's expense. Contractor agrees to take all necessary safety precautions, to comply with all safety procedures established by Owner and to otherwise fully comply with all laws, rules and regulations pertaining to safety and accident prevention in connection with any on-site Services.

6. STANDARDS FOR SERVICES: Manager shall use commercially reasonable efforts to provide the Services to Customer in accordance with Good Industry Standards subject to and in accordance with the terms and conditions of this Agreement. "Good Industry Practices" means, generally, the practices, methods and acts engaged in or approved by a significant portion of the electricity generation, distribution and transmission industry in North America during the relevant time period, or, generally, the practices, methods and acts which, in the exercise of reasonable judgment in the light of facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good Industry Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be practices, methods and acts generally accepted in North America.

6. CONFIDENTIALITY.

"Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information (the "Disclosing Party") to the other party in connection with this contract (excluding Contractor's Work Product (as defined below) that is delivered to Owner or others hereunder and subsequently disclosed with the consent of the Owner), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of two (2) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the Disclosing Party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law, court order or order from an administrative agency from which the Disclosing Party has not appealed.

7. GENERAL LIABILITY AND INDEMNITY: A Party shall not be responsible or liable to the other Party for any damages that result in damage to tangible property or for bodily damage or death unless it has been grossly negligent. Each Party shall indemnify and hold harmless the other Party and its employees, officers, directors and representatives against any and all loss, cost (including lawyers and court costs), damage, injury, liability, claim, penalty, fine, interest or cause of action whatsoever resulting howsoever from the breach of this Agreement or from any act or omission whatsoever by its employees, officers, directors and representatives provided, however, that in no event shall a Party be liable for: (i) any indirect, special, incidental, consequential, punitive or exemplary damages howsoever caused; (ii) damages for loss of profit or revenues, business interruption loss, loss of contract or goodwill or other business or economic loss whatsoever howsoever caused, even if the Party has been advised or could foresee of the possibility; and (iii) any liability in relation howsoever to this Agreement (excepting liability pursuant to Section 10.01) in excess of the total paid by Customer to Manager for the Services pursuant to this Agreement or \$100,000.00, whichever is less.

8. INDEPENDENT CONTRACTOR. It is mutually understood and agreed between the parties that Contractor in performing the Services shall act as an independent contractor and not as a subcontractor, agent, or employee of Owner maintaining complete control and responsibility for its own employees and operations and those of its subcontractors, if any. The means and methods employed for performing any of the Services shall be at the option of Contractor subject to the provisions of this Agreement. Owner shall have no liability for and Contractor agrees that it is responsible for the payment of all required taxes. Further the parties agree that Owner shall not provide any employee of Contractor benefits pursuant to any Federal or provincial law or regulation.

9. DISPUTE RESOLUTION. The Parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each Party's representative(s) empowered to resolve the dispute. The Parties agree that before either Party commences an action against the other Party, it will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both Parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, if any, both Parties shall take immediate steps to mitigate any damages.

10. KEY PERSONNEL. For the term of this Agreement, Contractor agrees, except in cases of personal emergency or hardship, not to remove, replace or reassign key personnel assigned to these Projects without Owner's prior consent ("Key Personnel"). If Key Personnel become unavailable for reasons beyond Contractor's control, Contractor shall immediately notify Owner and shall submit information (including but not limited to proposed staff changes) in sufficient detail to permit Owner to evaluate the impact of changes in Key Personnel on the Services to be performed.

11. ENTIRE AGREEMENT. This Agreement sets forth the complete and entire understanding and agreement of the Parties with respect to the subject matter hereof, and all prior written or oral, express or implied understandings, agreements or representations are, unless expressly incorporated or referenced herein, superseded. Any waiver, modification or amendment of this Agreement shall be effective only if in writing and signed by an authorized representative of both parties.

12. ASSIGNMENT. Contractor shall not assign its rights or obligations contained in this Agreement. Owner may assign its rights and obligations under this Agreement to any party for purposes of financing its Projects, provided that such assignment does not, directly or indirectly, impose upon Contractor or expose Contractor to any cost, expense, obligation or liability that it would not have had but for such assignment. Otherwise Owner may assign its rights and obligations under this Agreement to any affiliate or to any party that demonstrates, to Contractor's reasonable satisfaction, its capacity to discharge all of Owner's financial obligations hereunder. Any assignment contrary to these provisions shall be null and void.

13. TERMINATION. Owner may terminate this Agreement by giving Contractor seven (7) days written notice. Upon such termination, Owner shall pay Contractor all amounts owed to Contractor hereunder for performance up to the effective date of termination. Termination of this Agreement or the Services for any reason shall not otherwise affect or minimize the respective rights, obligations and limitations of liability contained herein which, by their nature, are intended to survive termination.

14. GOVERNING LAW. The execution, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the day, month and year first above written.

By: The Green Organic Dutchman Holdings Ltd.

By: Hamilton Utilities Corporation

Name: “Marc Cernovitch”

Title: EVP

Date: Sept 19, 2017

Name: “Dean Comand”

Title: President and CEO

Date: Sept 11, 2017

Exhibit 2

Request for Services

Scope of Services:

Development of the Project will be conducted by the Parties in accordance with the allocation of responsibilities and assigned areas as set forth in the organization chart below and Exhibit 3. In any event, HUC will advise TGOD of specific tasks recommended to be completed, ensure that TGOD is informed of ongoing development activities and provide TGOD the opportunity to review and approve all material development related decisions. Each Party agrees to appoint a representative to be their primary contacts with respect to the development activities. The Representatives will meet regularly (which meetings may include telephonic or e-mail meetings, and the minutes of which may be recorded in writing to review the progress of the Project and of the Parties on the tasks set forth on Exhibit 3, to schedule and coordinate future activities, to review budgets, and to approve and arrange for the payment of Third-Party Costs.

The Parties hereby appoint the following individuals as their Representatives: for HUC Najette Arabe and for TGOD, Marc Cernovitch.

- All expenditures relating to Third Party Costs that exceed the amounts provided in the Project development budget for the Project shall require the unanimous consent of the Parties. HUC will not enter into any Project Agreements on behalf of TGOD or otherwise, without the prior written consent of TGOD.
- Project Development Administration. During the Development Period, the organization and day to day management of the Project shall be conducted by HUC subject to the terms and conditions hereof.
- Project Agreements. Any Project Agreement shall be subject to TGOD's sole approval prior to execution.

HUC will provide the following services in conjunction to the Project;

- (a) Overall Owner's Engineer Services
- (b) Review of electrical and mechanical design for suppliers and contractors and provide guidance to the engineering firms;
- (c) Review the P&ID, PFD and mass balances;
- (d) In conjunction with TGOD and the various advisors review of proposed new equipment for installation to confirm CSA, TSSA and ESA compliance
- (e) Peer review of technical solution and on-site integration of CHP
- (f) Involvement where necessary to assist Natural Gas capacity/availability with Union Gas
- (g) Assist in operational modeling and sourcing of finance alternatives
- (h) Oversee the operational readiness, pre-commissioning and commissioning activities.

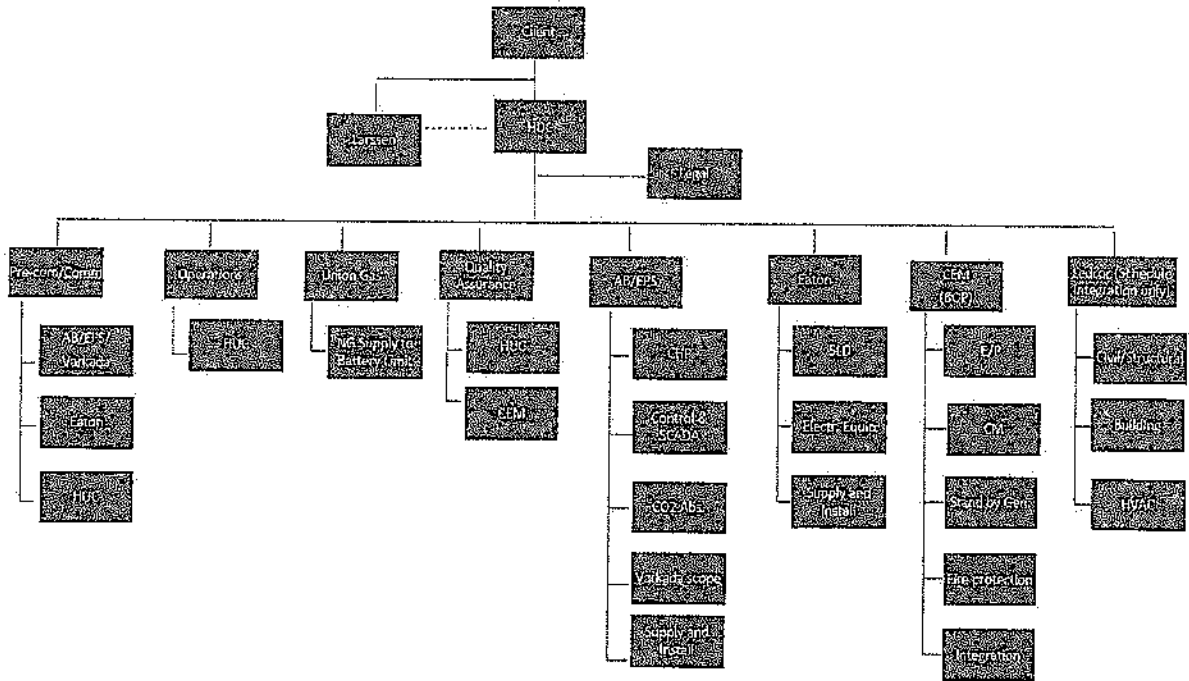


Exhibit 3**Responsibility Matrix**

<u>ACTION</u>	<u>HUC</u>	<u>TGOD</u>
Project Management	Lead	Support
Commercial Document	Co-Lead	Co-Lead
Preliminary Engineering	Co-Lead	Co-Lead
Engineering	Lead	Support
Fuel Purchase and Transportation	Lead	Support
Permitting	Co-Lead	Co-Lead
Procurement	Co-Lead	Co-Lead
Construction Management	Lead	Support
Commissioning	Lead	Support
Training	Lead	Support
O&MA	Lead	Support
Public/Government Relations	Support	Lead
Project Finance	Support	Lead
Insurance	Review	Lead

EXHIBIT 4

LIST OF APPROVED CONSULTANTS

Legal Counsel:

Adrian Philips
114 Lakeshore Road East
Oakville Ontario
L6J 6N2

Scarphone Hawkins
Suite 1050
120 King Street West
Hamilton, Ontario
L8N 3P9

Fuel Supply & Natural Gas Advisor:

Union Gas Ltd.
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario
N7M 5M1

Electric Market Advisor:

HCE Energy
79 Bay Street South
Hamilton, Ontario
L8N 3E4

Engineering and Environmental Consulting:

CEM Engineering
227 Bunting Road
St. Catharines, Ontario,
L2M 3Y2

Insurance:

Donnel Insurance
3077 Mainway Dr,
Burlington Ontario
L7M 1A1

REDACTED

EXHIBIT 1 – RATE STRUCTURE