



## Asset Purchase Agreement

This Asset Purchase Agreement (the "Agreement") is entered into effective \_\_\_\_\_, 2024 (the "Effective Date") between \_\_\_\_\_ ("Purchaser") and ATCO Electric Ltd. ("Seller" or "Owner" or "ATCO").

WHEREAS The Seller wishes to sell the Assets and the Purchaser wishes to purchase the Assets on the terms and conditions set forth in this Agreement, the parties agree as follows:

1. **Definitions:** The capitalized terms used herein shall have the following meanings:
  - a. "Assets" means the items set forth in Exhibit "A" – Purchased Assets.
  - b. "Purchase Price" means the amount of \_\_\_\_\_ dollars (\$) in Canadian funds.
2. **Purchase of Assets:** Subject to the terms and conditions set forth in this Agreement, as of midnight of the Effective Date, Seller hereby sells, conveys, assigns and transfers to the Purchaser the Assets free and clear of any and all liens and encumbrances, Purchaser hereby accepts the sale, conveyance, assignment and transfer of the Assets, and title and risk of loss in respect of the Assets transfers to Purchaser.
3. **Purchase Price:** Purchaser shall pay to Seller, as compensation for the Assets and exclusive of GST, the Purchase Price. Purchaser shall make full and complete payment of the Purchase Price, without set-off, counterclaim, or deduction, within thirty (30) days of receiving an invoice for the Assets. Late payments shall be charged interest at the rate of 1.5% per month (eighteen percent (18%) per annum) and the Purchaser shall be responsible for any costs and expenses, including solicitor fees, Seller incurs in collecting overdue amounts.
4. **No Warranty or Representations:** Notwithstanding anything to the contrary, other than those specifically set forth in Section 2, the Assets are provided on an "as-is, where-is" basis, without warranty or representations of any kind, express, implied, statutory or otherwise. The Assets are not warranted to be fit for their ordinary purpose or any special purpose, even if Purchaser has made Seller aware of any such purpose. In the event any defect or deficiency exists in the Assets or any repair or remediation is required for the Assets, such risk and cost is the exclusively responsibility of the Purchaser.
5. **Limitation of Seller's Liability:** Seller shall not be liable for any losses, damages, prospective loss of profits or special, indirect or consequential damages of the Purchaser or any other party or person, including, without limitation, damages for lost production, lost profits, lost business, loss of good will, economic or business loss, regardless of whether such liability is based in breach of contract, tort, strict liability, breach of warranties, statute, indemnity, or on any other basis, even if Seller has been advised of their possible existence arising from any breach of this Agreement or defect in the Assets or any part thereof, or from any delay or other default in the performance of this Agreement by Seller. Notwithstanding any other terms of this Agreement, no recovery against Seller on a claim of any kind shall exceed five thousand dollars (\$5,000) whether such claim is based in breach of contract, tort, strict liability, breach of warranties, statute, indemnity, or on any other basis.
6. **Indemnification by Purchaser:** Purchaser shall indemnify and hold harmless Seller from any and all damages, losses, liabilities (including in connection with any personal injury, death, or property damage), costs and expenses (including legal fees and expenses and court costs on a solicitor and own client basis), claims, penalties settlements, awards, judgments, or other payments which arise on or after the Effective Date and are in any way related to the Assets, including any property damage which may arise from Purchaser's removal of the Assets.
7. **Responsibilities of the Parties:**
  - a. Purchaser shall remove the Assets from their location within sixty (60) days of the Effective Date at a time mutually agreeable to both parties in compliance with the requirements set forth in Exhibits "B"



and "C". Seller shall fulfill their responsibilities in a safe and workmanlike manner and in accordance with industry standards.

- b. Seller shall provide reasonable access to Purchaser to enable Purchaser to access and remove the Assets.
- c. Each party shall, from time to time, execute such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**8. Miscellaneous:**

- a. Governing Law: The governing law and jurisdiction of this Agreement is Alberta, Canada.
- b. Notices: Notices required under this Agreement shall be delivered in writing and deemed to be delivered two (2) days after sent if sent by postage paid mail or prepaid courier to the address of the other party set forth in this Agreement, or such other address as that party may from time to time provide notice of to the other party.
- c. Waiver: Neither party's failure to exercise its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights.
- d. Headings: The headings in this Agreement are included for convenience only and shall not be considered in the construction or interpretation of this Agreement.
- e. Survival: Any term, condition, or provision of this Agreement that requires fulfillment or performance or that is, by its nature, applicable after the termination of this Agreement will survive such termination and remain in full force and effect.
- f. Force Majeure: Neither party shall be liable for performance delays or for non-performance due to causes beyond their reasonable control.
- g. Unenforceability: If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected.
- h. Complete Agreement: This Agreement constitutes the entire agreement between the parties and no other terms or conditions apply including, but not limited to, any terms contained in a purchase order issued by Purchaser. The terms and conditions of this Agreement may only be changed by the written agreement of both parties.

The parties have executed this Agreement effective as of the Effective Date.

**ATCO Electric Ltd.,**

**[Purchaser Legal Name]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# ASSET PURCHASE REQUIREMENTS

for

CHIPEWYAN LAKE PLANT

(Purchasing of Equipment)



## REVISION HISTORY

Changes to this document are summarized below, with the most recent revision at the top.

Rev.	Issue Date	Approved by	Revision Description
0	2022-08-03	-	Initial Release
1	2023-12-12	-	Revised Release



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## 1.0 BACKGROUND

Chipewyan Lake, located within the Municipal District of Opportunity No. 17, was supplied power by the Chipewyan Lake power plant (the plant). The plant site is owned and operated by ATCO. The community of Chipewyan Lake has been connected to the Alberta Interconnected Electric System (AIES). The plant is planned to be dismantled, and the equipment will be sold following the Alberta Utilities Commission (AUC) sale process. This document provides the required details to purchase the listed plant assets.

## 2.0 SUMMARY OF REQUIREMENTS

Below is the summary of requirements to purchase the assets.

### TRANSPORTATION OF PURCHASED ASSETS

Purchaser is responsible to co-ordinate schedules with General Contractor for transportation offsite. No standby, delays or claims will be borne by Owner.

Purchaser is responsible to provide the resource and equipment for loading and secure the assets onto their trucks. Purchaser is responsible to provide transportation that adheres to all Transportation Regulations, TDG, health & safety requirements, environmental terms & conditions, and/or any pertinent provincial or federal regulations.

## 3.0 GENERAL REQUIREMENTS

- Prior to transportation, Purchaser shall complete all safety orientations including but not limited to ATCO safety, tailboards, onsite orientations, and environment orientations.
- Purchaser shall adhere to all Safe work procedure onsite and follow the "Traffic Accommodation in Work Areas" as required unless specified otherwise.
- Purchaser to be aware of any road access restrictions (i.e. road bans etc.). No stand-by time will be allowed due to access or weather restrictions.
- Purchaser shall prepare and submit the detail transportation plan for owner's review at least two weeks prior to mobilization
- Purchaser of the asset/equipment shall ensure all loads leaving the plant site will be secured and, in a state, that no spill will occur during the transportation of material or equipment and as per provincial and federal acts and regulations.
- Owner is not responsible for any delays caused by any regulatory bodies (AUC, AEPA).
- Purchaser is responsible for temporary power and temporary site facilities if required.
- The Owner has removed all fluids from the equipment (where applicable). However, Purchaser is responsible to handle any residue fluids while preventing spills and releases to the environment. Further the fluids must be collected and disposed at an appropriate facility.
- Purchaser is responsible for safety barriers/temporary fencing during loading activities as required.
- Purchaser shall maintain adequate housekeeping during loading activities.

## 4.0 SCOPE OF WORK

### 4.1 LOADING AND TRANSPORTING ASSETS/EQUIPMENT

- Purchaser to coordinate with Owner for the required access to all indoor equipment/assets. Owner will assist the Purchaser for required access. Purchaser to submit the access requirements in their loading and transportation plan for the Owner's review.
- Purchaser shall calculate material and truck weights and other logistics to meet the transportation requirements and regulations. Owner is not responsible for any charges associated with transportation.
- Purchaser is fully responsibly for any damage that occurs during transportation of any asset/equipment.

## 5.0 WORK NOT INCLUDED

- Any legal survey associated with land acquisition and access rights.
- Any development permits unless instructed by the Owner.

## 6.0 QUALITY ASSURANCE, CONTROL AND REPORTING

- All deficiencies are to be corrected to the Owner's satisfaction during work progression.
- Any alterations/modifications/inquiries related to the provided work package shall be directed to the Owner immediately in the form of a Request for Information (RFI).

## 7.0 AS-BUILTS

Purchaser shall complete the Work in accordance with the Contract. The Purchaser shall keep all listed documents, manifests, and drawings at its site office for reference and audit at all times during the execution of the Work.

At the completion of the project, all copies of transportation, manifests, disposal documents are to be turned over to the Owner.

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 1 Asset Package #1: Generator Building Package

#### 1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### 2.0 Authorization of Offer

The undersigned hereby irrevocably offers for a period of one hundred and twenty (120) days from the RFQ Closing Date and Time, to purchase the goods described herein in accordance with the conditions included herein at the prices set out herein. The undersigned agrees it has provided its quotation based on the undersigned having satisfied itself as to the condition of the goods through its own study or inspection of the documents referred to herein and by physical study or inspection of the goods. The undersigned shall not subsequently claim any misunderstanding, or absence of knowledge, with respect to the conditions imposed by contract or claim any reliance or collateral agreement with respect to any information given or statement made regarding the goods or the conditions thereof. The undersigned also specifically acknowledges the goods are sold as is, where is, without any warranty expressed or implied other than the Owner's ownership and right to sell. Absolutely no other warranty is implied including any warranty of merchantability or fitness for any use.

#### 3.0 Confidentiality Agreement

The undersigned further agrees that this Request for Quotations, together with the attachments and any other plans, schedules, discussions and information that are provided (or will be provided in the future), constitutes confidential information of the Owner. All documents provided to the Bidder by the Owner, together with all copies of same, shall remain the property of the Owner. Such documents contain proprietary information provided only for the purposes of enabling submission of quotations and shall not be disclosed or released for any other purpose by the undersigned.

\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #1.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I



This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 2

#### Asset Package #2: Unit 1 CUL 542: 230 kW Diesel Generator Set

#### 1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### 2.0 Authorization of Offer

The undersigned hereby irrevocably offers for a period of one hundred and twenty (120) days from the RFQ Closing Date and Time, to purchase the goods described herein in accordance with the conditions included herein at the prices set out herein. The undersigned agrees it has provided its quotation based on the undersigned having satisfied itself as to the condition of the goods through its own study or inspection of the documents referred to herein and by physical study or inspection of the goods. The undersigned shall not subsequently claim any misunderstanding, or absence of knowledge, with respect to the conditions imposed by contract or claim any reliance or collateral agreement with respect to any information given or statement made regarding the goods or the conditions thereof. The undersigned also specifically acknowledges the goods are sold as is, where is, without any warranty expressed or implied other than the Owner’s ownership and right to sell. Absolutely no other warranty is implied including any warranty of merchantability or fitness for any use.

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #2.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I



This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

Schedule I – Quotation Form 3

Asset Package #3: Unit 2 CUL 446: 214 kW Diesel Generator Set

1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

2.0 Authorization of Offer

The undersigned hereby irrevocably offers for a period of one hundred and twenty (120) days from the RFQ Closing Date and Time, to purchase the goods described herein in accordance with the conditions included herein at the prices set out herein. The undersigned agrees it has provided its quotation based on the undersigned having satisfied itself as to the condition of the goods through its own study or inspection of the documents referred to herein and by physical study or inspection of the goods. The undersigned shall not subsequently claim any misunderstanding, or absence of knowledge, with respect to the conditions imposed by contract or claim any reliance or collateral agreement with respect to any information given or statement made regarding the goods or the conditions thereof. The undersigned also specifically acknowledges the goods are sold as is, where is, without any warranty expressed or implied other than the Owner’s ownership and right to sell. Absolutely no other warranty is implied including any warranty of merchantability or fitness for any use.

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Full Legal Name of the Bidder \_\_\_\_\_

Date \_\_\_\_\_

Position of Signee (job title) \_\_\_\_\_

Printed Name of Signee \_\_\_\_\_

Signature \_\_\_\_\_

Bid Price for Chipewyan Point Plant Asset Package #3.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 4

#### **Asset Package #4: Generator Unit 1 and 2 Radiator Building Package**

#### **1.0 Corporate Information**

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### **2.0 Authorization of Offer**

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #4.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of **Schedule I**

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### **Schedule I – Quotation Form 5** **Asset Package #5: Auxiliary Building Package**

#### **1.0 Corporate Information**

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### **2.0 Authorization of Offer**

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #5.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of **Schedule I**

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 6

#### Asset Package #6: Unit 3 CUL 309: 140 kW Diesel Generator Set

#### 1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### 2.0 Authorization of Offer

The undersigned hereby irrevocably offers for a period of one hundred and twenty (120) days from the RFQ Closing Date and Time, to purchase the goods described herein in accordance with the conditions included herein at the prices set out herein. The undersigned agrees it has provided its quotation based on the undersigned having satisfied itself as to the condition of the goods through its own study or inspection of the documents referred to herein and by physical study or inspection of the goods. The undersigned shall not subsequently claim any misunderstanding, or absence of knowledge, with respect to the conditions imposed by contract or claim any reliance or collateral agreement with respect to any information given or statement made regarding the goods or the conditions thereof. The undersigned also specifically acknowledges the goods are sold as is, where is, without any warranty expressed or implied other than the Owner's ownership and right to sell. Absolutely no other warranty is implied including any warranty of merchantability or fitness for any use.

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #6

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 7

#### Asset Package #7: Diesel Fuel Storage Tank 1 (100,000 Litres) (Year manufactured: 2005)

#### 1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### 2.0 Authorization of Offer

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #7.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 8

#### Asset Package #8: Diesel Fuel Storage Tank 2 (100,000 Litres) (Year manufactured: 2005)

#### 1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### 2.0 Authorization of Offer

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #8.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I

This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### Schedule I – Quotation Form 9 Asset Package #9: Fuel Offload Building Package

#### 1.0 Corporate Information

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### 2.0 Authorization of Offer

The undersigned hereby irrevocably offers for a period of one hundred and twenty (120) days from the RFQ Closing Date and Time, to purchase the goods described herein in accordance with the conditions included herein at the prices set out herein. The undersigned agrees it has provided its quotation based on the undersigned having satisfied itself as to the condition of the goods through its own study or inspection of the documents referred to herein and by physical study or inspection of the goods. The undersigned shall not subsequently claim any misunderstanding, or absence of knowledge, with respect to the conditions imposed by contract or claim any reliance or collateral agreement with respect to any information given or statement made regarding the goods or the conditions thereof. The undersigned also specifically acknowledges the goods are sold as is, where is, without any warranty expressed or implied other than the Owner's ownership and right to sell. Absolutely no other warranty is implied including any warranty of merchantability or fitness for any use.

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\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #9.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I



This Request for Quotations consists of Instructions to Bidder with Attachments, Enclosures, and Schedules thereto.

### **Schedule I – Quotation Form 10** **Asset Package #10: Step-up Transformer Package**

#### **1.0 Corporate Information**

Full Legal Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province & Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact (Attention): \_\_\_\_\_

#### **2.0 Authorization of Offer**

The undersigned hereby irrevocably offers for a period of one hundred and twenty (120) days from the RFQ Closing Date and Time, to purchase the goods described herein in accordance with the conditions included herein at the prices set out herein. The undersigned agrees it has provided its quotation based on the undersigned having satisfied itself as to the condition of the goods through its own study or inspection of the documents referred to herein and by physical study or inspection of the goods. The undersigned shall not subsequently claim any misunderstanding, or absence of knowledge, with respect to the conditions imposed by contract or claim any reliance or collateral agreement with respect to any information given or statement made regarding the goods or the conditions thereof. The undersigned also specifically acknowledges the goods are sold as is, where is, without any warranty expressed or implied other than the Owner's ownership and right to sell. Absolutely no other warranty is implied including any warranty of merchantability or fitness for any use.

#### **3.0 Confidentiality Agreement**

The undersigned further agrees that this Request for Quotations, together with the attachments and any other plans, schedules, discussions and information that are provided (or will be provided in the future), constitutes confidential information of the Owner. All documents provided to the Bidder by the Owner, together with all copies of same, shall remain the property of the Owner. Such documents contain proprietary information provided only for the purposes of enabling submission of quotations and shall not be disclosed or released for any other purpose by the undersigned.

\_\_\_\_\_  
Full Legal Name of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of Signee (job title)

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Signature

Bid Price for Chipewyan Point Plant Asset Package #10.

\$ \_\_\_\_\_ Quotation Price (excluding GST)

End of Schedule I