

Memorandum

To: Dian McGowan, Payroll

From: Chair, Dean Muncaster

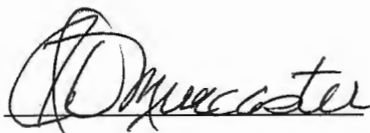
Date: December 10, 2008

Re: Increase – Ed Houghton

I authorize a salary increase effective January 1, 2009 for the President & CEO, Mr. Ed Houghton as outlined:

2009 Salary - \$207,193.77 (\$99.61 hourly rate)

2008 Bonus - \$10,000.00



Dean Muncaster, Chair

CONFIDENTIAL


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Memorandum

To: Dian McGowan, Payroll
From: Chair, Dean Muncaster
Date: December 16, 2009
Re: Increase – Ed Houghton

I authorize a salary increase effective January 1, 2010 for the President & CEO, Mr. Ed Houghton as outlined:

2010 Salary - \$213,409.58 (\$102.60 hourly rate)



A handwritten signature in black ink, appearing to read "D. Muncaster", is written over a horizontal line.

Dean Muncaster, Chair

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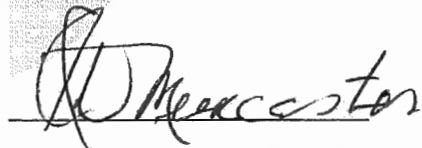
Memorandum

To: Dian McGowan, Payroll
From: Chair, Dean Muncaster
Date: November 3, 2010
Re: Increase – Ed Houghton

I authorize a salary increase and bonus for the President & CEO, Mr. Ed Houghton as outlined:

2011 Salary - \$218,744.82 (\$105.17 hourly rate) effective January 1, 2011

2010 Bonus - \$15,000.00



D Muncaster

Dean Muncaster, Chair

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Memorandum

To: Dian McGowan, Payroll
From: Chair, Dean Muncaster
Date: December 2, 2011
Re: Increase – Ed Houghton

I authorize a 2011 bonus for the President & CEO, Mr. Ed Houghton as outlined:

2011 Bonus - \$15,000.00

2012 Car Allowance - \$1,000.00 per month

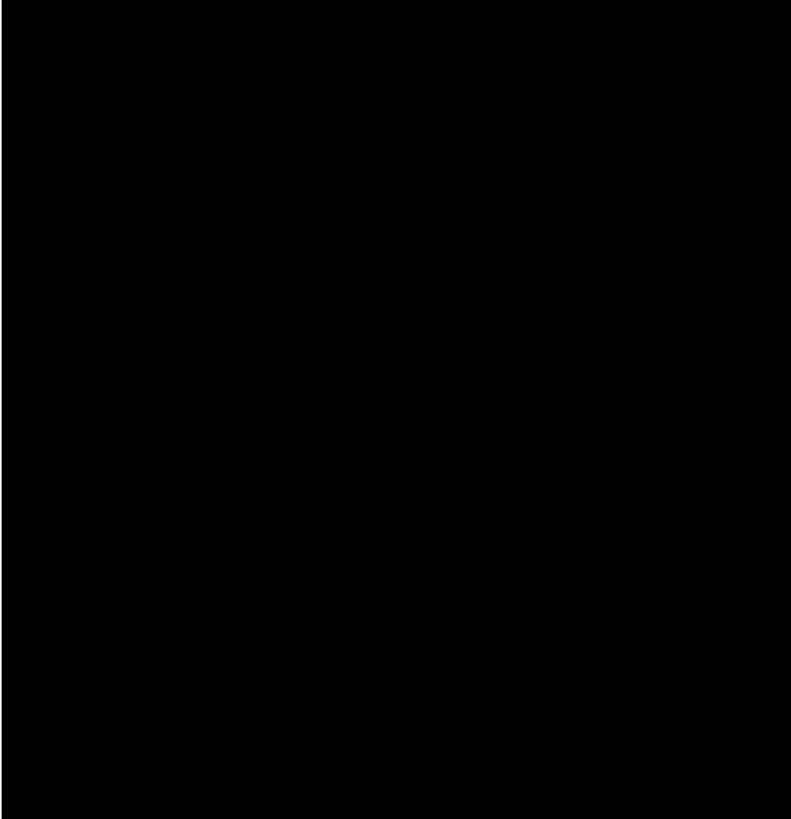


Dean Muncaster, Chair

CONFIDENTIAL

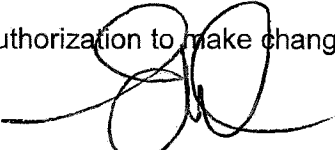
2012 Salary Increases

Employee Name	2011 Hourly Rate	2012 Hourly Rate
Ed Houghton	\$105.17	\$107.79



- Increases as of January 1, 2012

Authorization to make changes to 2012 payroll



Ed Houghton, President & CEO

Jan 3 / 12

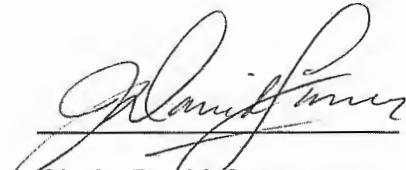
Date

Memorandum

To: Dian McGowan, Payroll
From: Chair, David Garner
Date: November 26, 2012
Re: Increase – Ed Houghton

I authorize a 2012 bonus for the President & CEO, Mr. Ed Houghton as outlined:

2012 Bonus - \$34,000.00

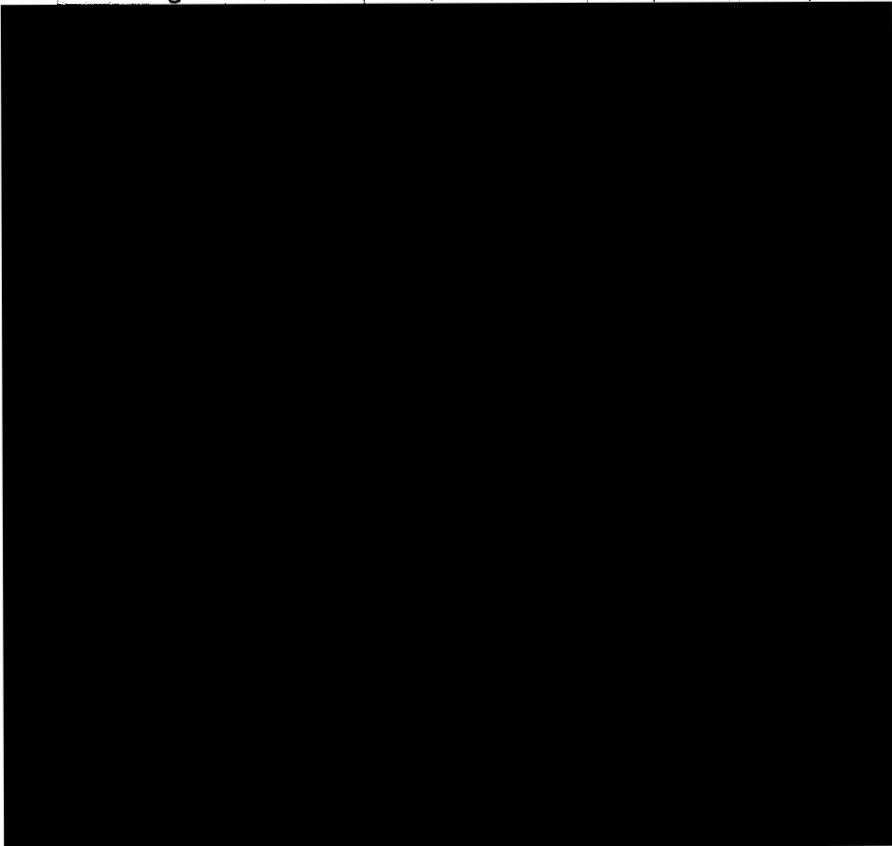


Chair, David Garner

CONFIDENTIAL

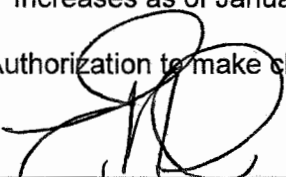
2013 Salary Increases

Employee Name	2012 Hourly Rate	2013 Hourly Rate
Ed Houghton	\$107.79	\$110.49



- Increases as of January 1, 2013

Authorization to make changes to 2013 payroll



Ed Houghton, President & CEO

DEC. 31 / 12.

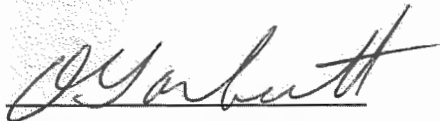
Date

Memorandum

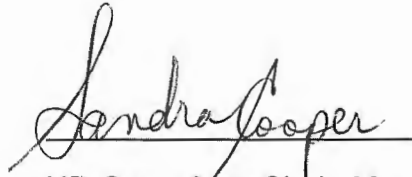
To: Dian McGowan, Payroll
From: Chair, Doug Garbutt, HR Chair, Mayor Cooper
Date: August 26, 2013
Re: Increase – Ed Houghton

Increase Ed's bi-weekly pay for the next 16 pay periods beginning with the September 5, 2013 pay period up to and including April 3, 2014.

Bi-weekly amount increase \$ 3,125.00



Chair, Doug Garbutt



HR Committee Chair, Mayor Cooper

CONFIDENTIAL

Memorandum

To: Dian McGowan, Payroll

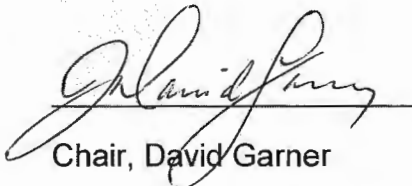
From: Chair, David Garner

Date: November 28, 2013

Re: Increase – Ed Houghton

I authorize a 2013 bonus for the President & CEO, Mr. Ed Houghton as outlined:

2013 Bonus - \$24,200.00



Chair, David Garner

CONFIDENTIAL

CONFIDENTIAL

EMPLOYMENT CONTRACT

THIS AGREEMENT, made this 9 day of DECEMBER, 2013.

B E T W E E N:

Collus PowerStream Corp.
(hereinafter referred to as "the Employer")

OF THE FIRST PART

-- and --

Edwin D. Houghton, of the Town of Collingwood in the Province of
Ontario

(hereinafter referred to as "the Employee")

OF THE SECOND PART

WHEREAS, the Employee does hereby advise the Employer of his decision to voluntarily retire from employment with the Employer effective December 31, 2013;

WHEREAS, the Employee and the Employer wish to enter into an employment agreement which will set out the terms and conditions of employment;

THIS AGREEMENT WITNESSETH, that in consideration of the mutual promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1.0 Term of Employment

The term of this Agreement shall begin the 6th day of January, 2014, and shall terminate on the 31st day of December, 2014, subject to the parties agreement in writing for the renewal of this Agreement as set out in Article 5 below, and subject to the termination provisions as set out in Article 4 below.

2.0 Duties & Responsibilities

The Employee shall be employed in the capacity of President & Chief Executive Officer (CEO) of Collus PowerStream, the duties and responsibilities of which are set out by the Board of Collus PowerStream. The Employee will report directly to the Co-Chairs of the Board and as further directed by unanimous consent of the Board. In particular, the Employee shall act in a diligent, professional and competent manner with the same standard of care and skill normally exercised by a professional performing such duties.

3.0 Compensation and Benefits

3.1 *Professional Fee*

In consideration of the Services provided under this Agreement, the Company agrees to pay the Employee a fee of \$8,850 paid bi-weekly from January 6, 2014 until December 31, 2014. All statutory withholdings or deductions will be taken off the professional fee by the Company. The Company also agrees that the personal use of the cell phone by the Employee is considered part of the Employee's compensation package.

3.2 *Incentive Fee*

The Employee shall be eligible for an annual incentive compensation, to be determined at the exclusive discretion of the Employer's Human Resources, Compensation and Governance Committee and in keeping with current practise.

3.3 *Benefits*

The Employee shall be entitled to participate and receive retiree benefits in accordance with the Employer's Benefit Plan as amended from time to time.

3.4 *Vehicle Allowance*

The Employee shall be paid a monthly vehicle allowance of \$1,000.

3.5 *Vacation Entitlements*

The Employee shall be entitled to vacation in the amount of six (6) weeks per annum. The vacation year shall be January 1st through to December 31st. All vacation not used by December 31st, will be paid to the Employee to a maximum of three (3) weeks pay. The Employee is also entitled to the twelve (12) recognized paid holidays.

4.0 Termination

4.1 *Termination by Employer*

This Agreement may be terminated by the Employer at any time for any reason, upon providing full payment to the end of the current Term or if the Agreement is renewed, until the end of the Renewal Term.

4.2 *Termination by Employee*

The Employee may terminate this Agreement at any time for any reasons upon providing two (2) months notice in writing. The Employee shall be entitled to receive all, on a pro-rata basis, fees earned prior to the Termination date.

5.0 Renewal

Three (3) months prior to the expiry of the Term, the parties may agree in writing to continue this Agreement, for a period of time to be mutually determined, (the "Renewal Term"). At the end of the Term or the Renewal Term, as the case may be, if the Employee's services are not re-engaged, this Agreement shall expire and the Employee shall not be entitled to any other payments other than accrued and unpaid fees in accordance with this Agreement up to the end of the Term or Renewal Term.

6.0 Restrictive Covenant

The Employee agrees that, during the Term or Renewal Term of this Agreement and for the period in which notice of termination is provided, the Employee will not perform any services for any other company that are or may be in conflict with the business interests of the Employer.

7.0 Confidentiality

The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to competitors of the Employer would be highly detrimental to the interests of the Employer. The Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Employee covenants and agrees with the Employer that he will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he use same, except as required in the normal course of his engagement hereunder, and thereafter he shall not disclose or make use of the same.

The Employee and the Employer shall sign a "Non-Disclosure Agreement" that restricts the disclosure of any of the Employer's or the Employee's business or personal information.

The Employee agrees that all records stored in any form whatsoever, files, drawings, tapes, documents, tools, equipment and the like relating to the business, work, or investigations of the Employer and prepared, used, or possessed by the Employee or under the Employee's control during the term of the Employee's employment shall be and remain the sole and exclusive property of the Employer or its nominees. In the event that the Employee ceases for any reason to be employed by the Employer, the Employee agrees forthwith upon this termination to return to the Employer every copy of all such records stored in any form whatsoever, files, drawings, tapes, documents, and all said tools and equipment in the possession, power or under the control of the Employee at that time.

This Section 7 shall survive the termination or expiry of this Agreement.

8.0 General Provisions

Each paragraph of this Agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the Agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this Agreement.

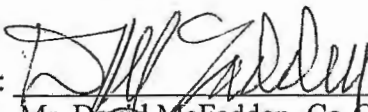
9.0 Applicable Law

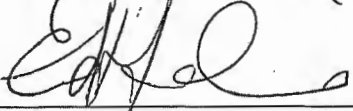
This Agreement shall be interpreted in accordance with the laws of the province of Ontario, or the federal laws of Canada as applicable.

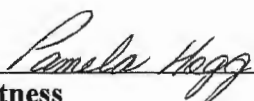
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of this 9 day of SEPTEMBER, 2013.

Collus PowerStream Corp.

per: 
Mr. Brian Bentz, Co-Chair

per: 
Mr. David McFadden, Co-Chair

per: 
Mr. Edwin D Houghton


Witness

CONFIDENTIAL

EMPLOYMENT CONTRACT

THIS AGREEMENT, made this 10 day of NOVEMBER, 2014.

B E T W E E N:

Collus PowerStream Corp.
(hereinafter referred to as "the Employer")

OF THE FIRST PART

-- and --

Edwin D. Houghton, of the Town of Collingwood in the Province of
Ontario

(hereinafter referred to as "the Employee")

OF THE SECOND PART

WHEREAS, the Employee and the Employer wish to enter into an employment agreement which will set out the terms and conditions of employment;

THIS AGREEMENT WITNESSETH, that in consideration of the mutual promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1.0 Term of Employment

The term of this Agreement shall begin the 1st day of January, 2015, and shall terminate on the 31st day of December, 2015, subject to the parties agreement in writing for the renewal of this Agreement as set out in Article 5 below, and subject to the termination provisions as set out in Article 4 below.

2.0 Duties & Responsibilities

The Employee shall be employed in the capacity of President & Chief Executive Officer (CEO) of Collus PowerStream, the duties and responsibilities of which are set out by the Board of Collus PowerStream. The Employee will report directly to the Co-Chairs of the Board and as further directed by unanimous consent of the Board. In particular, the Employee shall act in a diligent, professional and competent manner with the same standard of care and skill normally exercised by a professional performing such duties.

3.0 Compensation and Benefits

3.1 *Professional Fee*

In consideration of the Services provided under this Agreement, the Company agrees to pay the Employee a fee of \$6,805 paid bi-weekly from January 1, 2015 until December 31, 2015. All statutory withholdings or deductions will be taken off the professional fee by the Company. The Company also agrees that the personal use of the cell phone by the Employee is considered part of the Employee's compensation package.

3.2 *Incentive Fee*

The Employee shall be eligible for an annual incentive compensation, to be determined at the exclusive discretion of the Employer's Human Resources, Compensation and Governance Committee and in keeping with current practise.

3.3 *Benefits*

The Employee shall be entitled to participate and receive retiree benefits in accordance with the Employer's Benefit Plan as amended from time to time.

3.4 *Vehicle Allowance*

The Employee shall be paid a monthly vehicle allowance of \$1,000.

3.5 *Vacation Entitlements*

The Employee shall be entitled to vacation in the amount of six (6) weeks per annum. The vacation year shall be January 1st through to December 31st. All vacation not used by December 31st, will be paid to the Employee to a maximum of three (3) weeks pay. The Employee is also entitled to the twelve (12) recognized paid holidays.

4.0 Termination

4.1 *Termination by Employer*

This Agreement may be terminated by the Employer at any time for any reason, upon providing full payment to the end of the current Term or if the Agreement is renewed, until the end of the Renewal Term.

4.2 *Termination by Employee*

The Employee may terminate this Agreement at any time for any reasons upon providing two (2) months notice in writing. The Employee shall be entitled to receive all, on a pro-rata basis, fees earned prior to the Termination date.

5.0 Renewal

Three (3) months prior to the expiry of the Term, the parties may agree in writing to continue this Agreement, for a period of time to be mutually determined, (the "Renewal Term"). At the end of the Term or the Renewal Term, as the case may be, if the Employee's services are not re-engaged, this Agreement shall expire and the Employee shall not be entitled to any other payments other than accrued and unpaid fees in accordance with this Agreement up to the end of the Term or Renewal Term.

6.0 Restrictive Covenant

The Employee agrees that, during the Term or Renewal Term of this Agreement and for the period in which notice of termination is provided, the Employee will not perform any services for any other company that are or may be in conflict with the business interests of the Employer.

7.0 Confidentiality

The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to competitors of the Employer would be highly detrimental to the interests of the Employer. The Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Employee covenants and agrees with the Employer that he will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he use same, except as required in the normal course of his engagement hereunder, and thereafter he shall not disclose or make use of the same.

The Employee and the Employer shall sign a "Non-Disclosure Agreement" that restricts the disclosure of any of the Employer's or the Employee's business or personal information.

The Employee agrees that all records stored in any form whatsoever, files, drawings, tapes, documents, tools, equipment and the like relating to the business, work, or investigations of the Employer and prepared, used, or possessed by the Employee or under the Employee's control during the term of the Employee's employment shall be and remain the sole and exclusive property of the Employer or its nominees. In the event that the Employee ceases for any reason to be employed by the Employer, the Employee agrees forthwith upon this termination to return to the Employer every copy of all such records stored in any form whatsoever, files, drawings, tapes, documents, and all said tools and equipment in the possession, power or under the control of the Employee at that time.

This Section 7 shall survive the termination or expiry of this Agreement.

8.0 General Provisions

Each paragraph of this Agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the Agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this Agreement.

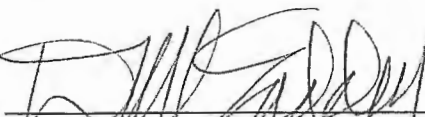
9.0 Applicable Law

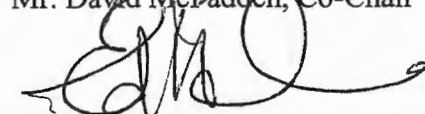
This Agreement shall be interpreted in accordance with the laws of the province of Ontario, or the federal laws of Canada as applicable.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of this 10 day of NOVEMBER, 2014.

Collus PowerStream Corp.

per: 
Mr. Brian Bentz, Co-Chair

per: 
Mr. David McFadden, Co-Chair

per: 
Mr. Edwin D Houghton


Witness

EMPLOYMENT CONTRACT

THIS AGREEMENT, made this 30 day of Sept, 2015.

BETWEEN:

Collus PowerStream Corp.
(hereinafter referred to as "the Employer")

OF THE FIRST PART

-- and --

Edwin D. Houghton, of the Town of Collingwood in the Province of
Ontario

(hereinafter referred to as "the Employee")

OF THE SECOND PART

WHEREAS, the Employee and the Employer wish to enter into an employment agreement which will set out the terms and conditions of employment;

THIS AGREEMENT WITNESSETH, that in consideration of the mutual promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1.0 Term of Employment

The term of this Agreement shall begin the 1st day of January, 2016, and shall terminate on the 31st day of December, 2016, subject to the parties agreement in writing for the renewal of this Agreement as set out in Article 5 below, and subject to the termination provisions as set out in Article 4 below.

2.0 Duties & Responsibilities

The Employee shall be employed in the capacity of President & Chief Executive Officer (CEO) of Collus PowerStream, the duties and responsibilities of which are set out by the Board of Collus PowerStream. The Employee will report directly to the Co-Chairs of the Board and as further directed by unanimous consent of the Board. In particular, the Employee shall act in a diligent, professional and competent manner with the same standard of care and skill normally exercised by a professional performing such duties.

3.0 Compensation and Benefits

3.1 *Professional Fee*

In consideration of the Services provided under this Agreement, the Company agrees to pay the Employee a fee of \$6,975 paid bi-weekly from January 1, 2016 until December 31, 2016. All statutory withholdings or deductions will be taken off the professional fee by the Company. The Company also agrees that the personal use of the cell phone by the Employee is considered part of the Employee's compensation package.

3.2 *Incentive Fee*

The Employee shall be eligible for an annual incentive compensation, to be determined at the exclusive discretion of the Employer's Human Resources, Compensation and Governance Committee and in keeping with current practise.

3.3 *Benefits*

The Employee shall be entitled to participate and receive retiree benefits in accordance with the Employer's Benefit Plan as amended from time to time.

3.4 *Vehicle Allowance*

The Employee shall be paid a monthly vehicle allowance of \$1,000.

3.5 *Vacation Entitlements*

The Employee shall be entitled to vacation in the amount of six (6) weeks per annum. The vacation year shall be January 1st through to December 31st. All vacation not used by December 31st, will be paid to the Employee to a maximum of three (3) weeks pay. The Employee is also entitled to the twelve (12) recognized paid holidays.

4.0 Termination

4.1 *Termination by Employer*

This Agreement may be terminated by the Employer at any time for any reason, upon providing full payment to the end of the current Term or if the Agreement is renewed, until the end of the Renewal Term.

4.2 *Termination by Employee*

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5.0 Renewal

Three (3) months prior to the expiry of the Term, the parties may agree in writing to continue this Agreement, for a period of time to be mutually determined, (the "Renewal Term"). At the end of the Term or the Renewal Term, as the case may be, if the Employee's services are not re-engaged, this Agreement shall expire and the Employee shall not be entitled to any other payments other than accrued and unpaid fees in accordance with this Agreement up to the end of the Term or Renewal Term.

6.0 Restrictive Covenant

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8.0 General Provisions


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9.0 Applicable Law


This Agreement shall be interpreted in accordance with the laws of the province of Ontario, or the federal laws of Canada as applicable.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of this 30th day of Sept., 2015.

Collus PowerStream Corp.

per: 
Mr. David McFadden, Chair

per: 
Mr. Brian Bentz, Vice-Chair

per: 
Mr. Edwin D Houghton


Witness