Received by NSD/FARA Registration Unit 05/22/2017 11:19:28 AM

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0006; Expires April 30, 2017

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	2. Registration No.
Nelson Mullins Riley & Scarborough LLP	5928

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Province of New Brunswick	3rd Floor, Chancery Place 675 King Street Fredericton, NB E3B 1E9

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country[1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Regional Development Corporation

b) Name and title of official with whom registrant deals

Bill Levesque, President

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:28 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:28 AM

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 22, 2017	CRAIG METZ, PARTNER	

Received by NSD/FARA Registration Unit 05/22/2017 11:19:28 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Nelson Mullins Riley & Scarborough LLP	5928

3. Name of Foreign Principal

Province of New Brunswick

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Service Agreement dated May 10, 2017

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Outlined in Schedule A of the Service Agreement

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Represent and promote the interests of the foreign principal on key issues, projects and priorities before Congress, the White House, government agencies, Washington DC-based organization and coalitions and key U.S. States, as outlined in Schedule A of the Agreement.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 22, 2017	CRAIG METZ, PARTNER	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 10th day of May, 2017

BETWEEN:

Regional Development Corporation, a Crown corporation with head offices at 675 King St., Fredericton, NB (hereafter called "RDC")

- and -

Nelson Mullins Riley & Scarborough LLP, a body corporate under the laws of the South Carolina, having an office at 104 South Main Street, Greenville, SC (hereafter called "the Contractor")

AS RDC wishes to purchase government relations services related to Canada-United States ("US") Trade.

AS the Contractor is engaged in the business of providing the aforementioned services;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the covenants and conditions contained herein, the parties agree as follow:

1. DEFINITIONS

In this Agreement or in any amendments hereto, the following terms shall have the following meanings:

"Agreement" means this Agreement including the Schedules and any amendment hereto in writing signed by all the parties hereto;

"Confidential Information" means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to the receiving party by the disclosing party or gathered by the receiving party from

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

inspection of any property, activities or facilities of the disclosing party, regardless of whether Contractor obtained the information before or after the Term or whether the information is specifically identified or marked as "Confidential" or "Proprietary";

"Deliverables" means all data, reports, studies, memoranda, correspondence, manuals, records, plans, specifications, tapes, or programs, either in written, magnetic or electronic form, which are provided by RDC to the Contractor in the performance of the Contractor's services under this Agreement, and any copies or reproductions thereof, or materials which are prepared or produced by the Contractor specifically for and paid for by RDC under this Agreement;

"RDC" means the President of the Regional Development Corporation and includes any person designated to act on the Minister's behalf;

"Person" means an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative;

"Services" means the deliverables to be performed by the Contractor in accordance with Schedule "A".

2. SERVICES

2.1 The Contractor agrees to provide RDC with professional services as set out in Schedule "A" attached hereto. If Schedule A provides that the Services shall be performed by a specific individual (the "Representative"), RDC engages the Contractor to provide the Services on the express and essential condition that the Services shall be performed by the Representative and by no other person. In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with or employed by the Contractor, for any reason whatsoever, RDC shall have the right to terminate this Agreement immediately upon written notice, without prejudice to RDC's rights hereunder. Notwithstanding the foregoing, the Contractor may replace the Representative with another individual reasonably satisfactory to RDC with the prior written consent of RDC.

2.2 Nothing in this Agreement gives the Contractor an exclusive right to provide the Services and RDC may enter into agreements with other contractors for services equivalent to the Contractor's. The Contractor may provide its services to third parties. The Contractor will not enter into any other contract that might prejudice the ability to provide services as set out in Schedule "A."

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

3. TERM

3.1 The parties agree that this Agreement shall commence on May 1, 2017 and expires on April 30, 2018 unless terminated earlier in accordance with Articles 12 or 13 of this Agreement.

3.2 The term may be amended upon the written consent of both parties prior to expiration.

4. COMPENSATION

4.1 RDC shall pay the Contractor the amounts as set forth in Schedule "B" attached hereto.

5. INVOICING

5.1 The Contractor shall invoice RDC monthly for services and other charges incurred with respect to the terms of this Agreement the first of each month with such backup invoices and material as may be required by RDC. The standard payment term is 30 days.

5.2 Invoices shall be emailed in "pdf" or "tiff" format to RDC-SDR@gnb.ca or mailed to the following address:

Regional Development Corporation
PO Box 6000
Fredericton, NB
E3B 5H1

5.3 The invoices will clearly identify:

(a) the Company name and address;
(b) identity of client, division, branch, unit/department, spending authority;
(c) unique invoice number;
(d) invoice date;
(e) total invoice amount.

5.4 RDC may withhold any payment for Services without incurring interest while the Contractor is in breach of this Agreement, or if there is a bona fide dispute as to the amount of a periodic invoice.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

6. CONFIDENTIALITY

6.1 The Contractor shall not at any time use or disclose any Confidential Information that it receives from RDC pursuant to this Agreement or that relates to the affairs of RDC except as expressly agreed upon under this Agreement or as required by law. Furthermore, the Contractor shall not use at any time (whether during the term of this Agreement or after its termination or expiry) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any business development programs, or plans belonging to or relating to the affairs of RDC, including knowledge relating to customers, clients, or employees of RDC.

6.2 The obligations of the Contractor under Article 6.1 above will not apply to Confidential Information that the Contractor can demonstrate:

(i) at the time of disclosure is generally available to the public through no breach of this Agreement or other wrongful act by the Contractor,

(ii) has been received by the Contractor from a third party without restriction on disclosure and without breach of any agreement or other wrongful act by the Contractor,

(iii) is independently developed by the Contractor without regard to the Material of RDC, or

(iv) is required to be disclosed by law or order of a court of competent jurisdiction, provided that the Contractor shall furnish prompt written notice to RDC of such required disclosure.

6.3 The Contractor shall immediately notify RDC of any unauthorized disclosure of Confidential Information by the Contractor, its employees, associates, servants, agents or any third party.

6.4 The Contractor agrees that personal information about any individual arising from the performance of this Agreement is or may be subject to federal and provincial privacy legislation, as amended from time to time. The Contractor covenants to maintain the confidentiality of such personal information and adhere to any applicable privacy-related legislation in force during the term of this Agreement. The Contractor acknowledges that all information relating to this Agreement that is in the custody or control of RDC is subject to the *Right to Information and Protection of Privacy Act* and regulations thereunder, as amended from time to time. The Contractor understands and agrees that RDC may be required to disclose

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

certain information pursuant to said legislation, and other New Brunswick statutes.

6.5 The provisions of this article shall continue to bind the Contractor notwithstanding the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no provision of the Agreement that gives RDC a measure of control over the Services shall be construed so as to cause the Contractor or its personnel to be considered employees of RDC.

For greater certainty, when the Contractor is dealing with a third party as the agent of RDC with RDC's specific knowledge and written consent, the Contractor shall remain an independent contractor and not an employee or other agent of RDC and shall not conduct itself or represent itself to any person to be acting in a manner inconsistent with this Agreement. The Contractor shall disclose the nature of its relationship to RDC to any and all third parties with whom the Contractor is dealing.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 The rights and liabilities of this Agreement are not assignable by the parties without the prior written consent of the other.

8.2 The Contractor shall not subcontract any part of its obligations under this Agreement without the prior written consent of RDC.

8.3 Consent under Article 8.2 shall not relieve the Contractor from any of its obligations under this Agreement or impose on RDC any liability to the subcontractor.

9. LIABILITY AND INDEMNITY

9.1 The Contractor shall indemnify, hold harmless and defend RDC from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of the Contractor, its directors, officers, employees, agents and subcontractors.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

9.2 RDC shall indemnify, hold harmless and defend the Contractor from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of RDC, its directors, officers and employees.

9.3 Notwithstanding subsections 9.1 and 9.2, the parties expressly acknowledge and agree that they shall not be liable for each other's indirect or consequential damages or for lost profits or revenues under this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach of warranty, breach of fiduciary duty, indemnification or otherwise.

9.4 The Contractor's and RDC's entire liability for all claims in the aggregate arising from or related to this Agreement shall not exceed the maximum fees payable in accordance with Schedule "B" attached hereto.

10. RECORDS

10.1 During the term of this Agreement and for seven (7) years following its termination or expiration:

(a) the Contractor shall maintain proper records in accordance with generally accepted accounting principles and in such detail as is, in the opinion of RDC, necessary for the proper accounting of public funds expended under this Agreement; and,

(b) the Contractor shall prepare and maintain records of account respecting all Services provided to RDC under this Agreement and all financial commitments and expenses incurred in relation to this Agreement, which records and all contracts, paper correspondence, financial statements, books, accounts, and other records and information of the Contractor relating to such services, commitments and expenses are to be open to examination and audit by RDC or authorized representatives upon reasonable notice by RDC during regular office hours.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

11. DEFAULT

11.1 Any of the following events of default or circumstances shall constitute default ("Default") under this Agreement, namely:

(a) if the Contractor becomes insolvent, makes a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada), or if a petition is filed against the Contractor under the *Bankruptcy and Insolvency Act* (Canada), or if the Contractor shall be declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, or any other officer with similar powers shall be appointed of or for the Contractor, or if the Contractor shall commit an act of bankruptcy or shall propose a compromise or arrangement under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation, or institute proceedings to be adjudged bankrupt or insolvent or consent to the institution of such proceedings or consents to the appointment of a receiver or manager or admit in writing inability to pay debts generally as they become due;

(b) if any of the property of the Contractor shall be seized or taken in execution or in attachment by a creditor of the Contractor, or if an order for seizure and sale shall issue against any of the property of the Contractor, or

(c) if the Contractor fails to consistently observe or perform any material term, covenant or obligation contained in this Agreement.

11.2 Upon any Default RDC may, at RDC's sole option, immediately terminate this Agreement by giving written notice to the Contractor of such termination. Subject to 13.1, termination of this Agreement shall be without prejudice to any right, including any right of indemnity, remedy or relief vested in or to which RDC may be entitled by reason of the Default, breach or non-observance of any term, covenant, or condition of this Agreement on the part of the Contractor to be observed or performed, and which Default, breach or non-observance occurred prior to such termination, all of which right, remedy or relief shall survive such termination.

12. TERMINATION

12.1 This agreement may be terminated by mutual agreement of the parties.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

13. TERMINATION FOR CAUSE

13.1 If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the party in breach fails to remedy the breach within twenty (20) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining party.

13.2 All work authorized by this Agreement prior to the effective date of termination shall be completed by the Contractor as if this Agreement were still in full force.

13.3 Upon completion of all work pursuant to Article 13.2, the Contractor shall immediately turn over to RDC all Materials and Confidential Information generated during the performance of the Services under this Agreement, and further the Contractor shall return all confidential information furnished to the Contractor by RDC pursuant to this Agreement.

13.4 Notwithstanding the provisions of Article 13.1 hereof, RDC may terminate this agreement by written notice to take effect immediately upon receipt of it by the Contractor if:

(a) the Contractor is in breach of Article 6 of this Agreement; or

(b) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or winding-up of the Contractor are instituted; or

(c) the Contractor attempts to assign or cede any interest in this agreement without the prior written consent of RDC; or

(d) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement. At the request of the Contractor, RDC may waive this condition.

14. OBLIGATIONS OF CONTRACTOR UPON TERMINATION OR EXPIRY OF AGREEMENT

Upon termination of the Agreement for any reason, whether by expiration of the term or pursuant to Articles 12 or 13, the Contractor agrees to provide all

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

material in its possession to any successor chosen by RDC in order to facilitate the transition. RDC agrees that the Contractor will be compensated, up to the date of expiry or termination of this Agreement, in accordance with the terms of Schedule "B" attached hereto.

15. NOTICES

Wherever in this Agreement notice is required or permitted to be given or served by either party to or on the other, the notice shall be in writing and shall be delivered personally to the authorized designate or sent by prepaid, registered mail, or by email or facsimile, and each such notice shall be deemed given on the date of delivery namely three (3) days after mailing in the case of mail and two (2) hours after sending in the case of email or facsimile transmission sent during normal business hours. If notices are sent by email or facsimile transmission outside of normal business hours each such notice shall be deemed given two (2) hours after the commencement of the next normal business day. No notice may be given by mail during a real or apprehended mail strike in Canada. The specified addresses may be changed from time to time by either party by notice as above provided.

To the Contractor	To RDC
David H. Wilkins Partner	Bill Levesque President
Nelson Mullins Riley & Scarborough LLP Poinsett Plaza, Suite 900 104 South Main Street Greenville, SC 29601	Regional Development Corporation 3rd Floor, Chancery Place 675 King St. Fredericton, NB E3B 1E9

16. GENERAL CONDITIONS

16.1 Entire Agreement and waiver. This Agreement constitutes all of the agreements between the Contractor and RDC pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the parties to it and there are no warranties, representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this agreement. No supplement, modifications, waiver or termination of this Agreement shall be binding unless executed in writing by the party hereto to be bound thereby. No waiver of any other provisions of this Agreement shall be deemed or shall constitute a waiver of any

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

16.2 Extended Meanings. In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, sole proprietors, corporations, partnerships, trusts and unincorporated associations.

16.3 Governing law. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein.

16.4 Invalidity of provision. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

16.5 Force Majeure means a delay in the performance of the Services occurring without the fault or negligence of either party, which delay both parties could not have reasonably foreseen, caused by events beyond the control of either party or by such type and kind of events as set forth below, but not limited to those specific events. The types and kinds of events referred to in this Article include the following: acts of God; acts of the public enemy; civil war; insurrections or riots; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions; governmental priorities or allocation requirements or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events, or a delay in performance of a subcontract by a subcontractor due to any of the events referred to above which is beyond its control and without its fault or negligence.

In the event of a "Force Majeure", the time for completing the delivery of that portion of the Services which have been delayed shall be extended by a period equal to the delay so caused. RDC may terminate this Agreement if the event of Force Majeure exceeds a period of 60 days.

16.6 Conflict of Interest.

(a) Contractor warrants that at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

subject matter. Contractor undertakes to notify RDC, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of RDC to appropriately manage the conflict of interest, within the time frame stipulated by RDC in writing.

16.7 Schedules. The attached Schedules A, B and C hereto forms a part of this Agreement. In the event of conflict or inconsistency between one or more of the provisions of the documents specified below, the documents will govern in the following order:

(i) This Agreement;
(ii) Schedules to this Agreement;

16.8 Amendment. No modification of this Agreement is valid unless set out in writing by the parties.

16.9 Language. The parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

16.10 Warranties. The Contractor warrants and represents to RDC that:

(a) the Deliverables to be provided under this Agreement will conform in all respects to Schedule "A."

(b) the Deliverables will be delivered in a proper, efficient and business-like manner.

16.11 Ownership of Work Product/Services.

(a) The work product and finished Services pursuant to Article 2 is the sole property of RDC.

(b) The Contractor waives any moral and Intellectual Property rights in Services provided pursuant to Article 2.

16.13 Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

facsimile or other electronic means as if the original had been received.

16.12 Time of the Essence. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

REGIONAL DEVELOPMENT CORPORATION

Name: Bill Levesque
Title: President

NELSON MULLINS RILEY & SCARBOROUGH LLP

Name: David H. Wilkins
Title: Partner

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

SCHEDULE "A"

CONTRACTOR SERVICE AGREEMENT

STATEMENT OF INTENT AND CONTEXT

The Province of New Brunswick, through RDC, acting in cooperation with Intergovernmental Affairs, Opportunities New Brunswick and the Department of Energy and Resource Development proposes to engage the Contractor to promote New Brunswick's interests in the United States ("US).

RDC is interested in acting:

1. Within the US national arena, to develop capacity to anticipate issues of concern and pursue New Brunswick specific interests with targeted elements of both Congress and the US Administration through the development of a broader array of strategic relationships.

2. With US states, to pursue an active cross border agenda, including the building of regional alliances, with a view to advancing the Province's regional interests; and, employing these regional relationships to bolster New Brunswick's interests within the US national arena.

In taking these actions the Province's primary interests include advancing the following core economic interests:

- **Increasing Trade:** New Brunswick is highly dependent on international trade. International exports represent an amount equivalent to more than 32% of GDP and International imports an amount equivalent to 28% of GDP. The New Brunswick economy generates close to $60 billion worth of output of which $33 billion is the GDP impact in New Brunswick. International exports were $10.6 billion and International imports were $9.2 billion.

- **Access to US Markets:** Despite the benefits of trade, protectionism remains a concern in both current and future policy settings. Further, ensuring a safe and reliable supply chain for our products into the US remains a priority. The US accounted for 91% of New Brunswick's total exports in 2016 and is New Brunswick's top export market.

- **Attracting Investment:** Foreign direct investment contributes to increased employment, productivity and innovation by bringing in new opportunities, technologies, people, and approaches. Currently, foreign direct investment accounts a substantial amount of New Brunswick's new capital investments each year, a number which must increase if the province is to move forward on emerging opportunities.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

SCHEDULE "A"

WORKING RELATIONSHIP

a) This Service Agreement represents a living and evolving representation of the working relationship between the Province and the Contractor. At any time during the term of this Agreement, the Province or the Contractor may request changes in the Service Agreement by submitting such requests in writing to the other party. Any agreed-upon changes must be signed by both parties and appended to the Service Agreement.

b) The Contractor will engage in periodic updates via teleconference with the President.

c) On the last day of each month for the duration of this Agreement, the Contractor will submit a monthly report to the President of RDC that provides an update on the activities of the Contractor.

d) If requested by the Province through the President of RDC, the Contractor agrees to convene a follow-up teleconference of senior officials to discuss the findings in the report.

e) The Contractor agrees to convene ad hoc teleconferences with the Premier, and/or senior officials as appropriate. In addition, Ambassador Wilkins will maintain an ongoing working relationship with senior officials from the Province.

f) In addition to these regularly scheduled conference calls by officials, senior members of the Government of New Brunswick (e.g., Premier, Ministers, Deputy Ministers or Premier's staff – or their designates) shall have the right to call the Contractor when they wish to discuss issues of concern to New Brunswick.

DESCRIPTION OF WORK

General

a) The Contractor agrees to advocate on New Brunswick's behalf with respect to Congress, Administration, government agencies, Washington DC-based organizations and coalitions and key US states.

b) The Contractor agrees to work with the Province to identify ongoing priorities of the Government of New Brunswick. These priorities may be amended by written notice from the Province.

c) The Contractor agrees to provide research and intelligence to the Province related to the priorities of the Government of New Brunswick including issues currently affecting or having the potential to affect market access.

d) The Contractor agrees to provide research and advice on how to attract

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

American investment in the Province's priority areas.

e) The Contractor agrees to identify and provide ongoing analysis of opportunities to work with the US to advance Canada-US interests.

Advocacy

a) The Contractor will arrange a trip for the Premier to Washington, D.C., if/when required. In this context, the Contractor will work with the Province (e.g., the Premier's Office and Intergovernmental Affairs) to develop an itinerary, including meetings with congressional delegations from key trading states, , members of committees on priority issues, and Administration, , State Department and Congressional leaders of interest.

b) The Contractor will arrange for the Premier's participation and/or recognition in materials distributed by Washington DC-based organizations and coalitions that are supportive of New Brunswick's strategic interest.

c) The Contractor will take proactive steps to represent New Brunswick's interest on key issues, projects, priorities before Congress, the Administration and government agencies.

d) As needed, the Contractor will arrange meetings between state legislative leaders and Washington-based organizations with the Premier, Ministers and/or senior government officials.

e) The Contractor will identify and arrange for the participation by the Premier or Ministers in sessions, conferences and events where the Province's priority issues are discussed.

f) The Contractor will provide advice related to media and communications opportunities to support the Province's interests in the US. This may include op-ed pieces to highlight New Brunswick's position on priority issues, and a media outreach plan to highlight the Province's position.

Information Sharing and Strategic Intelligence

a) The Contractor will identify and provide analysis on top state legislative leaders and key state organizations that are of importance to the strategic interests of the Province.

b) The Contractor will identify and provide briefings to Washington, DC-based organizations and coalitions that can reasonably be expected to support the Province in the advancement of its priority issues.

c) As required, the Contractor will identify and provide strategic advice regarding US national legislative, legal or regulatory action affecting the Province's priority interests.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

d) The Contractor agrees to maintain an ongoing working relationship with designated communications officials within the Government of New Brunswick.

The Contractor will provide a periodic summary of news clips, speeches, and other media-related information on New Brunswick priority issues to the President of RDC.

SECTOR SPECIFIC INTERESTS

Softwood Lumber

According to the Department of Energy and Resource Development, the forestry sector in general contributes over $1.45 billion annually to the economy of New Brunswick; sustaining 40 sawmills in rural New Brunswick and six pulp mills. The forestry sector employs 22,000 New Brunswickers and provides opportunities for 1,500 forestry supply businesses.

New Brunswick is Atlantic Canada's largest exporter of softwood lumber to the United States (approximately $469 million in 2016) accounting for approximately 82% of the region's lumber exports.

The Contractor shall provide advocacy efforts, intelligence and strategic advice, including analysis, options and recommendations regarding opportunities or barriers, constraints and limitations affecting New Brunswick's priority interests and issues, including the following:

- Recommencing negotiations between the Government of Canada and the US ;
- Continuing advocacy work in the US, particularly focusing on the state of Maine; and
- Negotiating an exclusion from this lumber case and any subsequent lumber agreement and continue to seek recognition of the unique circumstance of the Atlantic region of Canada.

Other Sectors

The Contractor shall provide advocacy efforts, intelligence and strategic advice, including analysis, options and recommendations regarding opportunities or barriers, constraints and limitations affecting New Brunswick's priority interests and issues, in the following growth sectors:

- Agriculture priorities;
- Mining;
- Energy;

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

SCHEDULE "A"

- Smart Grid;
- Cybersecurity;
- Bioeconomy; and
- Seafood.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM

SCHEDULE "B"

COMPENSATION AND RESOURCES

1. **Professional Fees.** The Corporation and the Contractor agree that the total value of the services under this contract shall be $40,000 US monthly. Travel expenses and other costs shall be reimbursed based on actual cost as approved by the President (supporting documentation must be submitted).

2. **No Other Benefits.** The Contractor will not be entitled to receive any additional benefits pursuant to this Agreement.

Received by NSD/FARA Registration Unit 05/22/2017 11:19:25 AM