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CONTRACTOR SECOND ADDENDUM
Between
Forbes Tate Partners LLC
And
H.Q. Energy Services (U.S.) Inc.

This document will serve as a Contractor second Addendum ("this Second Addendum") and extension of the current Contractor Agreement as amended by the first Contractor Addendum dated as of November 3, 2020 ("the Agreement") between Forbes Tate Partners LLC ("FTP") and H.Q. Energy Services (U.S.) Inc. ("Client").

This Second Addendum modifies specific terms and conditions as stated in the original Agreement as amended by the first Contractor Addendum.

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, FTP and Client (each, a "party" and together, the "parties") hereby agree to amend the Agreement in the following limited respects:

Revised/Modified Terms and Conditions

1. **Services**

   This Second Addendum authorizes services for a Maine information sharing effort during the month of March 2021 for a total of $147,500.00 which services shall be within the maximum amount of $449,000 authorized under the Agreement.

2. **Payment**

   FTP agrees to provide services related to this effort (as discussed below) for $147,500.00 once receiving FTP's written invoice.

   Starting March 1st, 2021, the Client shall not pay the monthly fee of $20,000 for each of the months of March and April 2021 as contemplated in Section 2 of the first Contractor Addendum and FTP waives its rights to receive such monthly fees.

3. **Statement of Work**

   FTP agrees to provide research deliverables as outlined in the original Agreement's Statement of Work ("SOW") if needed and upon request by the Client. Additional deliverables and campaign elements are outlined below in the Second Addendum document on Exhibit A hereto forming part of this Second Addendum.

4. **Termination**

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Either party shall have the right to terminate this Agreement at any time, without cause, upon thirty (30) calendar days' written notice to the other party. The "date of termination" shall be the date upon which the thirty (30) calendar day notice period expires.

Entire Agreement. Except as set forth herein, all other terms and conditions of the Agreement hereby remain unchanged and in full force and effect. The Agreement as modified by this Second Addendum shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

Counterparts. This Second Addendum may be executed in electronic ".pdf" signature counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Second Addendum to be executed by their respective duly authorized representatives:

Zachary Williams, Managing Partner
Forbes Tate Partners, LLC
3/8/21
Date

Serge Abergel, Director - Communication
H.Q. Energy Services (U.S.) Inc.
March 4, 2021
Date

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Exhibit A

Statement of Work Second Addendum Document

This project includes a 1-month retainer of $45,000, plus additional elements.

Included in the $45,000.00 monthly retainer, Forbes Tate will provide services including:

- Weekly group calls with Client, in addition to other communications related to this effort;
- Recommendations for direct activities Client might undertake to address issues in the state as they arise, including counsel on outreach, coalition building, and other information sharing efforts;
- Full FTP internal staffing of this account;
- Direct consultation on issues and questions as they arise including engagement with FTP principals as needed;
- Framing for educational materials and ongoing campaign strategy;
- Analysis of outside research as it becomes available, including strategic recommendations;
- Weekly reports on all activity.

Our in-state information sharing campaign will consist of the following areas of work for a total of $102,500.00:

In-state communications

- As part of this effort, our local field team will work with Maine citizens and organizations to assist them in expressing their support for the Clean Energy Corridor.

Collateral

- Create all materials to be used for education on the benefits of the Clean Energy Corridor and important background information.

In-state organizers

- This team will be focused on identifying people and organizations in Maine who support the project, and encourage them to express their support. In no way will this team pay individuals or organizations for an action or expression of support for the project.

Microsite/Web page

- FTP will compile a research book of important data, messages, and stories featuring hydropower messaging. We will use this to develop public facing collateral that will help guide our on-the-ground allies to speak out in support of the Clean Energy Corridor.
- FTP will build a one-stop-shop campaign microsite/web page for a hydropower narrative where this information will be housed for the public.

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