

SCHEDULE 4-6

Keeyask Hydropower Limited Partnership

Construction Advisory Committee

Terms of Reference

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1. Scope

The Construction Advisory Committee (“**CAC**”) is an advisory committee to the Keeyask Hydropower Limited Partnership (the “**Limited Partnership**”). It is consultative and advisory only and has no decision making authority. Financial issues are outside the scope of the **CAC**.

The **CAC** is intended to be a communication forum, to discuss timely, accurate and pertinent information related to **Keeyask Project** construction activities.

2. Purpose

The purposes of the **CAC** and **CAC** meetings are to:

- (a) enable the **CAC** members to provide such disclosure of non-privileged information related to construction, of contemporary relevance to the **Keeyask Project**, as is reasonable and practicable to provide, provided that information that would disclose personal or confidential information related to any particular party may not be shared;
- (b) discuss major activities and events planned for or occurring during construction, including but not limited to:
 - (i) updates on engineering activities completed and engineering activities planned for upcoming months;
 - (ii) nature of contracts awarded to date and contracts planned for upcoming months;
 - (iii) status of master project schedule (including construction milestones) and planned progress for upcoming months;
 - (iv) total site labour force numbers and forecast site labour force for upcoming months;
 - (v) reports on safety statistics;

- (vi) training activities occurring on site and training activities planned for upcoming months;
 - (vii) reports on current and upcoming cultural events; and
 - (viii) other relevant issues identified by the **Keeyask Cree Nations**, Elders, **Members**, project management staff and others in respect of the **Keeyask Project**;
- (c) advise the **Limited Partnership** of the **Keeyask Cree Nations**' concerns related to matters relevant to construction activities and management; and
 - (d) as required, provide or recommend timely and accurate responses to queries received from various stakeholders on construction activities, including but not limited to contractors, **Keeyask Cree Nations**, Elders and **Members**.

3. Committee Membership

The **CAC** will be comprised of five (5) **Keeyask Cree Nations' Members**, two (2) for **TCN** and one (1) each for **War Lake**, **York Factory** and **Fox Lake** and two (2) **Hydro** employees (employees of the **Project Manager**).

An employee from **Hydro's** Partnership Implementation Section and the **Keeyask Cree Nation** site representatives will attend meetings on behalf of the **Limited Partnership**, but they will not be considered committee members eligible for an honorarium.

4. Chairperson

The **CAC** will be chaired by a **Hydro** nominee.

5. Duration of Committee and Meeting Frequency

The **CAC** will be established immediately following the **Construction Start Date** and will remain in existence until the **Final Closing Date**.

The **CAC** will meet monthly, unless otherwise warranted by construction activities.

6. Meeting Process

Hydro, as **Project Manager** under the **Construction Agreement**, will attend meetings of the **CAC** and report on the progress of construction.

Meeting notes will be recorded and distributed to Committee members within two (2) weeks of the meeting date.

7. **External Communications**

The Chair generally is responsible for external communication on behalf of the Committee; however **Keeyask Cree Nation** representatives on the **CAC** may communicate with their respective **Chief and Council** and with **Members** with respect to matters discussed in the Committee except any information that is shared on a confidential basis.

8. **Honoraria and Reasonable Expenses**

Keeyask Cree Nations' Members on the **CAC** will be paid an annual honorarium of \$4,000 during construction and will be reimbursed for reasonable expenses (meals and travel costs to attend meetings). The cost of such honoraria and expenses for the **Keeyask Cree Nations' Members** will be paid for out of the **Keeyask Cree Nations' Implementation Funding**, which funding shall be a charge to the **Keeyask Project**.

The **Keeyask Project** will be charged the actual costs (salary and expenses) for **Hydro** employees on the **CAC**.

9. **Report**

If requested by the **Keeyask Cree Nations**, a report outlining any concerns raised by **Keeyask Cree Nations** in the **CAC** meetings with respect to the functioning of the **CAC** or **Keeyask Project** construction activities and management will be provided to the board of the **General Partner**. The report will be attached to the **Project Manager's** monthly report to the board of the **General Partner**.

10. **Amendment of Terms of Reference**

The **Limited Partnership** may amend the **CAC** Terms of Reference; provided that:

- (a) it receives the prior written consent of the **Keeyask Cree Nations**, acting by a **KCN Majority**, which consent may not be withheld unreasonably; and
- (b) no change may be made to the **CAC** Terms of Reference that would change the proportional representation of either **York Factory** or **Fox Lake** on the **CAC**.