



## **REVIEW REPORT 185-2016**

### **Saskatchewan Power Corporation**

**November 8, 2016**

#### **Summary:**

The Applicant asked Saskatchewan Power Corporation (SaskPower) for a copy of an agreement for the sale of CO<sub>2</sub> with Cenovus. SaskPower applied subsections 18(1)(a), (b), (d), (f), (g), (h), 19(1)(a), (b), (c) and 29(1) of *The Freedom of Information and Protection of Privacy Act* (FOIP) to the record and denied access to all of the record. The Commissioner found that subsections 18(1)(a), (d) and 19(1)(c)(ii) of FOIP applied to portions of the record and recommended release of the rest.

#### **I BACKGROUND**

[1] On May 25, 2016, Saskatchewan Power Corporation (SaskPower) received an access to information request for the following information:

Please provide a copy of the CO<sub>2</sub> supply agreement between SaskPower and Cenovus.

[2] After extending the timeline by 30 days pursuant to section 12 of *The Freedom of Information and Protection of Privacy Act* (FOIP), on July 25, 2016, SaskPower informed the Applicant that responsive records would be withheld in full pursuant to subsections 18(1)(a), (b), (d), (f), (g), (h), 19(1)(a), (b) and (c) of FOIP.

[3] The Applicant was dissatisfied with SaskPower's response and requested a review by my office on July 21, 2016. On July 26, 2016, my office provided notification to the

Applicant and SaskPower of our intention to undertake a review. Cenovus, the Third Party, was given notice and invited to make a submission.

## II RECORDS AT ISSUE

- [4] The record is in three parts. The first is the original Carbon Dioxide Purchase and Sale Agreement between SaskPower and Cenovus dated October 25, 2012. It is 66 pages.
- [5] The other two parts are amending agreements. The first is dated September 29, 2014 and is four pages. The second is dated July 30, 2015 and is 12 pages.
- [6] SaskPower has applied subsection 18(1)(a) of FOIP to Schedule B of each agreement. It has applied subsections 18(1)(b), (d), (f), (g), (h), 19(1)(a), (b) and (c) of FOIP to the rest of the records.
- [7] The Applicant has indicated he is not interested in the signatures in the agreement and Appendix H of the second amending agreement.

## III DISCUSSION OF THE ISSUES

- [8] SaskPower qualifies as a government institution for the purpose of subsection 2(1)(d)(ii) of FOIP.

### 1. Does subsection 18(1)(a) of FOIP apply to the record?

- [9] SaskPower had applied subsection 18(1)(a) of FOIP to Schedule B in each of the agreements. It states:

**18(1)** A head may refuse to give access to a record that could reasonably be expected to disclose:

- (a) trade secrets;

[10] Trade Secret is defined as information, including a formula, pattern, compilation, program, device, product, method, technique or process. The Supreme Court of Canada established that trade secrets must possess four characteristics in order to qualify for exemption. My office has adopted the four characteristics as follows:

1. The information must be secret in an absolute or relative sense (is known only by one or a relatively small number of people).
2. The possessor of the information must demonstrate he/she has acted with the intention to treat the information as secret.
3. The information must be capable of industrial or commercial application; and
4. The possessor must have an interest (e.g. an economic interest) worthy of legal protection.

[11] SaskPower has addressed these characteristics in its submission.

[12] The Schedule B in each of the three documents are the specifications of the compressed carbon dioxide (CO<sub>2</sub>) that SaskPower is selling. It would qualify as a formula for the purposes of this exemption.

[13] SaskPower submits that the information is kept secret. It states that this information constitutes confidential information and the confidentiality provisions in the agreement would apply. Further, SaskPower submits that the specifications of CO<sub>2</sub> can differ significantly among sellers of the product. The formula for the product dictates the applications for which it may be used. For these reasons, SaskPower states that both it and Cenovus has a financial interest in keeping the formula secret. Finally, SaskPower also stated that it limits the amount of people within its own company that has this formula. I am satisfied that this formula is a secret and that SaskPower has demonstrated it has acted with the intention to treat the information as a secret.

[14] SaskPower also must show that the information must be capable of industrial or commercial application and that the possessor must have an interest worthy of legal protection. SaskPower provided the following:

...the chemical and physical composition of industrially-produced CO<sub>2</sub> may differ significantly from one vendor to another; it therefore dictates the potential industrial and commercial applications for which it may be used, and limitations on its use, and therefore, the corresponding market price for the CO<sub>2</sub> and market demand from off-takers (purchasers of CO<sub>2</sub>). These trade secrets (i.e. specifications of CO<sub>2</sub> in Schedule "B" of the Agreement) have been specifically developed by SaskPower through its carbon capture system operations at its Unit 3 Boundary dam Power Station... The disclosure of these trade secrets could result in undue financial gain to potential competing CO<sub>2</sub> producers, who could utilize the specifications to either replicate the chemical and physical composition of the CO<sub>2</sub> produced by SaskPower, or to exploit any limitations on its commercial and industrial use, so as to reduce SaskPower's potential CO<sub>2</sub> market share within Saskatchewan.

[15] I am satisfied that the information contained in Schedule B of each of the records would qualify as a trade secret for the purposes of subsection 18(1)(a) of FOIP. I am also satisfied that this exemption would apply to five figures found throughout the record which describe the specifications, as noted in Appendix A. I will not consider these portions of the record in the rest of my analysis.

**2. Does subsection 18(1)(b) of FOIP apply to the balance of the record?**

[16] Subsection 18(1)(b) of FOIP states:

**18(1)** A head may refuse to give access to a record that could reasonably be expected to disclose:

...

(b) financial, commercial, scientific, technical or other information:

(i) in which the Government of Saskatchewan or a government institution has a proprietary interest or a right of use; and

(ii) that has monetary value or is reasonably likely to have monetary value;

[17] SaskPower applied subsection 18(1)(b) of FOIP to the whole record.

[18] My office has established the following test for this exemption:

1. Does the information contain financial, commercial, scientific, technical or other information?

2. Does the public body have a proprietary interest or a right to use it?

3. Does the information have monetary value or is it likely to?

- [19] Financial information is information regarding monetary resources, such as financial capabilities, assets and liabilities, past or present. Common examples are financial forecasts, investment strategies, budgets, and profit and loss statements. Commercial information means information relating to the buying, selling or exchange of merchandise or services. This includes third party associations, past history, references and insurance policies and pricing structures, market research, business plans, and customer records. Scientific information is information exhibiting the principles or methods of science. The information could include designs for a product and testing procedures or methodologies.
- [20] SaskPower contends that the entire record qualifies as financial, commercial or scientific information. In its submission, it provides examples from the record of where the information meets these definitions. Upon review of these examples, I agree that they qualify as commercial information. The first part of the test is met.
- [21] I also agree that SaskPower has a right to use the information. The second part of the test is met.
- [22] However, SaskPower must also demonstrate that the information has or is likely to have monetary value. In other words, SaskPower must demonstrate that the information will have a potential financial return to the public body.
- [23] In its submission, SaskPower noted that it had invested a significant amount of money to develop carbon capture technology and is now considering expanding the CO<sub>2</sub> market. It states that:

...the release of the Agreement would enable any other potential producers or off-takers (purchasers of CO<sub>2</sub>) to readily monetize this business case (as reflected in the commercial terms and conditions of the Agreement) without having made any corresponding investment. This is not in the best interests of the people of Saskatchewan who form the rate base that has ultimately financed SaskPower's carbon capture initiative in the Province.

[24] However, I am not persuaded that the contract itself would have any monetary value for SaskPower. SaskPower has only demonstrated that other organizations would find monetary value in the contract. Order 00-41 of the Office of the Information and Privacy Commissioner of British Columbia commented on this issue with respect to a similar exemption in its legislation. It stated: “There is, in my opinion, a clear distinction between information (including intellectual property) that the public body may wish to sell or license, and that reasonably could be said to have monetary value, and information that would simply be beneficial in some sense, or of interest, to a competitor.”

[25] I am not persuaded that subsection 18(1)(b) applies to the record.

**3. Do subsections 19(1)(c)(ii) and 18(1)(d) of FOIP apply to the balance of the record?**

[26] Subsection 19(1)(c)(ii) of FOIP states:

**19(1)** Subject to Part V and this section, a head shall refuse to give access to a record that contains:

...

(c) information, the disclosure of which could reasonably be expected to:

...

(ii) prejudice the competitive position of; or

...

a third party;

[27] Cenovus has indicated that subsection 19(1)(c)(ii) of FOIP applies to the entire record.

[28] For this provision to apply there must be objective grounds for believing that disclosing the information would result in prejudice of Cenovus’ competitive position of the harm alleged. The parties do not have to prove that a harm is probable, but need to show that there is a “reasonable expectation of harm” if any of the information were to be released.

[29] The following criteria are used to determine whether disclosure of information could reasonably be expected to prejudice the competitive position of Cenovus:

1. There must be a clear cause and effect relationship between the disclosure and the harm which is alleged;
2. The harm caused by the disclosure must be more than trivial or inconsequential; and
3. The likelihood of the harm must be genuine and conceivable.

[30] Cenovus has indicated that disclosure of the majority of the record would result in the prejudice of its competitive position. It stated that:

Cenovus has contractual relationships with only two CO<sub>2</sub> suppliers and security of supply is of critical importance for the continued, successful, operation of Weyburn. If the heavily negotiated terms of the Agreement are disclosed, it could irreparably interfere with Cenovus's ongoing relationship with its other CO<sub>2</sub> supplier.

[31] Based on Cenovus' submission, I am not persuaded that release of the majority of the record would result in the prejudice of its competitive position. As subsection 19(1)(c)(ii) of FOIP is a mandatory exemption, I must consider all of the information presented to me when making a decision regarding its application. As will be discussed below, I agree that subsection 18(1)(d) of FOIP would apply to portions of the record, but not to all of it. I will then consider if subsection 19(1)(c)(ii) of FOIP also applies to these portions.

[32] Subsection 18(1)(d) of FOIP states:

**18(1)** A head may refuse to give access to a record that could reasonably be expected to disclose:

...

(d) information, the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of the Government of Saskatchewan or a government institution

[33] SaskPower applied this exemption to the entire record.

[34] In order to demonstrate that this exemption applies, SaskPower must do the following:

1. Identify and provide details about the contractual or other negotiations and the parties involved; and

2. Detail how release of the record could reasonably be expected to interfere with the contractual or other negotiation(s).

[35] In its submission, SaskPower indicated that it was exploring potential off-takers for the excess CO<sub>2</sub> produced at Boundary Dam Power Station that is not committed to Cenovus. This will necessitate contract negotiations with other off-takers. It also indicated that it is currently considering expanding carbon capture technologies at its other facilities which might attract new off-takers.

[36] SaskPower must also detail how release of these agreements would interfere with these contractual negotiations. To interfere with contractual negotiations means to obstruct or make much more difficult the negotiation of a contract involving SaskPower. SaskPower does not have to prove that interference is probable, but needs to show that there is a “reasonable expectation” of interference if any of the information or records were to be released.

[37] SaskPower noted the following:

It is genuine and conceivable that the release of the Agreement (in particular the financial, commercial and scientific information contained in the Agreement) would seriously obstruct SaskPower's ability to market volumes of CO<sub>2</sub> it may produce (either from its Unit 3 Boundary Dam Power Station or from subsequent additional carbon capture systems) at an acceptable price, on acceptable commercial terms and conditions, and with an allocation of acceptable risk, so as to justify the business case for the expansion of carbon capture technology throughout the rest of its power generation fleet.

[38] I agree that release of some of the information within the agreement could reasonably be expected to interfere with the negotiations described by SaskPower, but not the entire agreement. As noted above, SaskPower indicated that the release of the information that it referred to under subsection 18(1)(b) of FOIP would be particularly prejudicial to contractual negotiations. Based on a review of this material, I agree, with the exception of Article 13. This material should be severed from the record pursuant to section 8 of FOIP.



[39] SaskPower also noted that some of the titles of the sections of the agreement and some definitions should also be withheld pursuant to subsection 18(1)(d) of FOIP. It indicated that the agreement is unique because Cenovus is the first buyer of its CO<sub>2</sub> product. SaskPower would not necessarily agree to some terms which are revealed by these titles and definitions. It contended that release of these would interfere with the same negotiations. I agree that subsection 18(1)(d) of FOIP applies to these titles and definitions as described in Appendix A.

[40] I am not persuaded that subsection 18(1)(d) of FOIP applies to the entire record, but it does apply to portions of the record.

[41] I now turn back to subsection 19(1)(c)(ii) of FOIP. For similar reasons that release of portions of the record would interfere with contractual negotiations of SaskPower, it would also prejudice the competitive position of Cenovus. I find that subsection 19(1)(c)(ii) also applies to these portions of the record.

[42] See Appendix A for details of where I have found subsections 18(1)(d) and 19(1)(c)(ii) of FOIP apply to the record. I will not consider whether any further exemptions apply to these portions of the record.

#### **4. Do subsections 18(1)(f), (g) and (h) of FOIP apply to the balance of the record?**

[43] Subsections 18(1)(f), (g) and (h) of FOIP state:

**18(1)** A head may refuse to give access to a record that could reasonably be expected to disclose:

...

(f) information, the disclosure of which could reasonably be expected to prejudice the economic interest of the Government of Saskatchewan or a government institution;

(g) information, the disclosure of which could reasonably be expected to be injurious to the ability of the Government of Saskatchewan to manage the economy of Saskatchewan; or

(h) information, the disclosure of which could reasonably be expected to result in an undue benefit or loss to a person.

[44] For these provisions to apply there must be objective grounds for believing that disclosing the information would result in the prejudice, injury or undue loss or gain alleged. SaskPower needs to show that there is a “reasonable expectation” between the disclosure and the prejudice, injury or undue loss or gain that will occur if any of the information or records are released. The following criteria are used:

1. There must be a clear cause and effect relationship between the disclosure and the prejudice, injury or undue loss or gain which is alleged;
2. The prejudice, injury or undue loss or gain caused by the disclosure must be more than trivial or inconsequential; and
3. The likelihood of the prejudice, injury or undue loss or gain must be genuine and conceivable.

[45] SaskPower has applied these exemptions to the entire record. However, its representations for each of the exemptions, SaskPower referred to material that I have already found to be exempt under subsection 18(1)(a) and (b) of FOIP.

[46] For subsection 18(1)(f) of FOIP, SaskPower indicated that release of the record could reasonably prejudice its economic interest because it would interfere with negotiations. I have already found that subsection 18(1)(d) of FOIP applied to certain portions of the record and not to others. I am not persuaded that subsection 18(1)(f) of FOIP applies to the other portions of the record for these reasons.

[47] With respect to subsection 18(1)(g) of FOIP, SaskPower stated that “financial feasibility of carbon capture is predicated upon the existence of a market demand for the CO<sub>2</sub> produced and captured for commercial and industrial applications, at sufficient volumes, and at acceptable prices and within acceptable risk allocations.” Release of this information could reasonably be expected to be injurious to the ability of the Government of Saskatchewan to manage the economy of Saskatchewan. The information relating to volumes, prices and risk allocations are located in the portions of the record to which

subsection 18(1)(b) of FOIP already applies. I am not persuaded that subsection 18(1)(g) of FOIP applies to any other portion.

[48] Finally, in support of subsection 18(1)(h) of FOIP, SaskPower stated:

The public disclosure of the Agreement would result in an undue benefit being conferred on potential off-takers or producers of CO<sub>2</sub> by giving them access to proprietary and sensitive information regarding the current market price for CO<sub>2</sub>; the volumes of CO<sub>2</sub> currently being produced; the period of time under which such volumes are under contract with Cenovus; the physical and chemical properties of the CO<sub>2</sub> being produced, and by extension, the commercial and industrial applications to which it can be used.

[49] Again, subsection 18(1)(a) or 18(1)(b) apply to the portions of the record that contain the information listed above. I am not persuaded that any of the rest of the record could reasonably be expected to result in an undue benefit or loss to a person.

[50] Subsection 18(1)(f), (g) and (h) do not apply to the balance of the record.

**5. Does subsection 19(1)(a) of FOIP apply to the balance of the record?**

[51] Subsection 19(1)(a) of FOIP states:

**19(1)** Subject to Part V and this section, a head shall refuse to give access to a record that contains:

(a) trade secrets of a third party;

[52] SaskPower has deferred to the submission of Cenovus for the details of the application of third party exemptions to the record. Cenovus submits that the entire record qualifies as a trade secret for the purpose of this submission.

[53] The definition of trade secret and test for this exemption is the same as described at paragraph 9 for subsection 18(1)(a) of FOIP.

[54] I am not persuaded that the entire agreement qualifies as a trade secret as it does not fit the definition. I have already found that Schedule B of the agreement would qualify as SaskPower's trade secret, but not the entire document.

[55] Subsection 19(1)(a) of FOIP does not apply to the record.

**6. Does subsection 19(1)(b) of FOIP apply to the balance of the record?**

[56] Subsection 19(1)(b) of FOIP states:

**19(1)** Subject to Part V and this section, a head shall refuse to give access to a record that contains: ...

(b) financial, commercial, scientific, technical or labour relations information that is supplied in confidence, implicitly or explicitly, to a government institution by a third party

[57] Cenovus has submitted that subsection 19(1)(b) of FOIP applies to the entire record.

[58] My office has established a three part test for subsection 19(1)(b) of FOIP as follows:

- a. Is the information financial, commercial, scientific, technical or labour relations information?
- b. Was the information supplied by the third party to a public body?
- c. Was the information supplied in confidence implicitly or explicitly?

[59] The records at issue are agreements between SaskPower and Cenovus. My office has found that the contents of a contract involving the public body and a third party will not normally qualify as having been supplied by a third party. The provisions of a contract, in general, have been treated as mutually generated, rather than supplied by the third party, even where the contract is preceded by little or no negotiation or where the final agreement reflects information that originated from a single party. Although there are exceptions such as inferred disclosure or immutability. Cenovus has not addressed how these exceptions may exist. As such the second part of the test cannot be met.

[60] Subsection 19(1)(b) of FOIP does not apply to the balance of the record.

**7. Do subsections 19(1)(c)(i) and (iii) of FOIP apply to the balance of the record?**

[61] Subsection 19(1)(c) of FOIP states:

**19(1)** Subject to Part V and this section, a head shall refuse to give access to a record that contains:

...  
(c) information, the disclosure of which could reasonably be expected to:

(i) result in financial loss or gain to;

...  
(iii) interfere with the contractual or other negotiations of;

a third party;

[62] Cenovus has indicated that subsection 19(1)(c) of FOIP applies to the entire record.

[63] For this provision to apply there must be objective grounds for believing that disclosing the information would result in the harm alleged. The parties do not have to prove that a harm is probable, but need to show that there is a “reasonable expectation of harm” if any of the information were to be released.

[64] For all of the subclauses of this provision, the following criteria are used to determine whether disclosure of records or information could reasonably be expected to cause the harm alleged:

1. There must be a clear cause and effect relationship between the disclosure and the harm which is alleged;
2. The harm caused by the disclosure must be more than trivial or inconsequential;  
and
3. The likelihood of the harm must be genuine and conceivable.

[65] In its submission, Cenovus submitted that “[d]isclosure of the Agreement could reasonably be expected to result in financial loss to, or could prejudice the competitive position of, or interfere with the contractual or other negotiations of, Cenovus.” It stated that “[i]f the heavily negotiated terms of the Agreement are disclosed, it could irreparably interfere with Cenovus’s ongoing relationship with its other CO<sub>2</sub> supplier.”

[66] Cenovus did not elaborate on how the disclosure of the agreement, or more importantly what information in the agreement, would lead to the interference of its relationship with its other CO<sub>2</sub> supplier. I am not satisfied that there is a clear cause and effect relationship.

[67] Subsections 19(1)(c)(i) and (iii) of FOIP do not apply to the record.

## **8. Did SaskPower properly apply subsection 29(1) of FOIP to the record?**

[68] Subsection 29(1) of FOIP provides:

29(1) No government institution shall disclose personal information in its possession or under its control without the consent, given in the prescribed manner, of the individual to whom the information relates except in accordance with this section or section 30.

[69] In order for subsection 29(1) to apply, the information severed in the record must first be found to qualify as “personal information” pursuant to subsection 24(1) of FOIP. SaskPower has stated that some information in the record qualifies as personal information pursuant to subsections 24(1)(e) and (k). These subsections state:

**24(1)** Subject to subsections (1.1) and (2), “**personal information**” means personal information about an identifiable individual that is recorded in any form, and includes:

...

(e) the home or business address, home or business telephone number or fingerprints of the individual;

...

(k) the name of the individual where:

(i) it appears with other personal information that relates to the individual; or

(ii) the disclosure of the name itself would reveal personal information about the individual.

[70] SaskPower applied subsection 29(1) of FOIP to names and business contact information of various individuals in the agreement.

[71] In the past, I have defined work product as information generated by or otherwise associated with an individual in the normal course of performing his or her professional or employment responsibilities, whether in a public or private setting. Work product is not considered personal information. Further, my office has found that business card information is not personal in nature and would not qualify as personal information.

[72] The information to which SaskPower has applied subsection 29(1) of FOIP would qualify as either work product or business card information, but not personal information. Therefore, subsection 29(1) of FOIP does not apply to the record.

#### **IV FINDINGS**

[73] I find that subsections 18(1)(a), (d) and 19(1)(c)(ii) of FOIP apply to portions of the record described in Appendix A.

[74] I find that none of the information in the record qualifies as personal information pursuant to subsection 24(1) of FOIP.

[75] I find that subsections 18(1)(b), (f), (g), (h), 19(1)(a), (b), (c) and 29(1) of FOIP do not apply to the balance of the record.

**V RECOMMENDATION**

[76] I recommend that SaskPower sever the information to which subsections 18(1)(a), (d) and 19(1)(c)(ii) of FOIP apply, as described in Appendix A, and release the rest to the Applicant.

Dated at Regina, in the Province of Saskatchewan, this 8th day of November, 2016.

Ronald J. Kruzeniski, Q.C.  
Saskatchewan Information and Privacy  
Commissioner



## Appendix A

### Record 1 – Carbon Dioxide Purchase and Sale Agreement between SaskPower and Cenovus dated October 25, 2012

Portion of Record	Exemption that Applies	Withhold or Release
Table of contents and titles	18(1)(d)	Withhold titles of 5.3, 5.4, 5.5, 5.6, 5.7, 9.5, 11.5, 15.1, 19.3, Schedule D, Schedule F
Definitions	18(1)(d)	Withhold definitions f, g, k, o, v, w, x, y, ee, gg, hh, fff, jjjj, kkkk, llll, mmmm, nnnn, pppp, ssss, tttt, xxxx
Article 1		
1.1	None	Release
1.2	None	Release
1.3	None	Release
1.4	None	Release
1.5	None	Release
Article 2		
2.1	None	Release
2.2	None	Release
2.3	None	Release
2.4	None	Release
Article 3		
3.1	None	Release
3.2	18(1)(a)	Applies to one figure
3.3	None	Release
3.4	18(1)(a)	Applies to one figure
3.5	18(1)(d), 19(1)(c)(ii)	Withhold
3.6	None	Release
3.7	None	Release
3.8	None	Release
Article 4		
4.1	18(1)(d), 19(1)(c)(ii)	Withhold
4.2	18(1)(d), 19(1)(c)(ii)	Withhold
4.3	18(1)(d), 19(1)(c)(ii)	Withhold
4.4	None	Release
Article 5		
5.1	None	Release
5.2	18(1)(d), 19(1)(c)(ii)	Withhold
5.3	18(1)(d), 19(1)(c)(ii)	Withhold
5.4	18(1)(d), 19(1)(c)(ii)	Withhold
5.5	18(1)(d), 19(1)(c)(ii)	Withhold

<b>Portion of Record</b>	<b>Exemption that Applies</b>	<b>Withhold or Release</b>
5.6	18(1)(d), 19(1)(c)(ii)	Withhold
5.7	18(1)(d), 19(1)(c)(ii)	Withhold
Article 6		
6.1	18(1)(a)	Applies to two figures
Article 7		
7.1	18(1)(d), 19(1)(c)(ii)	Withhold
7.2	18(1)(d), 19(1)(c)(ii)	Withhold
Article 8		
8.1	None	Release
8.2	18(1)(d), 19(1)(c)(ii)	Withhold
Article 9		
9.1	18(1)(a)	Applies to one figure
9.2	18(1)(d), 19(1)(c)(ii)	Withhold
9.3	18(1)(d), 19(1)(c)(ii)	Withhold
9.4	None	Release
9.5	18(1)(d), 19(1)(c)(ii)	Withhold
9.6	None	Release
Article 10		
10.1	None	Release
10.2	None	Release
Article 11		
11.1	None	Release
11.2	18(1)(d), 19(1)(c)(ii)	Withhold
11.3	None	Release
11.4	18(1)(d), 19(1)(c)(ii)	Withhold
11.5	18(1)(d), 19(1)(c)(ii)	Withhold
Article 12		
12.1	None	Release
12.2	None	Release
12.3	None	Release
12.4	18(1)(d), 19(1)(c)(ii)	Withhold
Article 13		
13.1	None	Release
13.2	None	Release
13.3	None	Release
13.4	None	Release
Article 14		
14.1	18(1)(d), 19(1)(c)(ii)	Withhold
Article 15		
15.1	18(1)(d), 19(1)(c)(ii)	Withhold
Article 16		
16.1	None	Release
16.2	None	Release
16.3	None	Release

<b>Portion of Record</b>	<b>Exemption that Applies</b>	<b>Withhold or Release</b>
16.4	None	Release
Article 17		
17.1	None	Release
Article 18		
18.1	None	Release
18.2	None	Release
Article 19		
19.1	None	Release
19.2	None	Release
19.3	18(1)(d), 19(1)(c)(ii)	Withhold
Article 20		
20.1	None	Release
20.2	None	Release
20.3	None	Release
20.4	None	Release
20.5	None	Release
20.6	None	Release
20.7	None	Release
20.8	None	Release
20.9	None	Release
Signatures		Not at issue
Schedule "A"	None	Release
Schedule "B"	18(1)(a)	Withhold
Schedule "C"	None	Release
Schedule "D"	18(1)(d), 19(1)(c)(ii)	Withhold
Schedule "E"	None	Release
Schedule "F"	18(1)(d), 19(1)(c)(ii)	Withhold
Schedule "G"	None	Release

**Record 2 – Amending agreement dated September 29, 2014**

<b>Portion of Record</b>	<b>Exemption that Applies</b>	<b>Withhold or Release</b>
Introduction and Recitals	None	Release
1.	None	Release
2.	None	Release
3.	18(1)(d), 19(1)(c)(ii)	Withhold
4.	18(1)(d), 19(1)(c)(ii)	Withhold
5. Schedule B	18(1)(a)	Withhold
6.	None	Release
Signatures		Not at issue

**Record 3 – Amending agreement dated July 30, 2015**

<b>Portion of Record</b>	<b>Exemption that Applies</b>	<b>Withhold or Release</b>
Introduction and Recitals	None	Release
1.	None	Release
2.	None	Release
3.	None	Release
4.	None	Release
5.	18(1)(d), 19(1)(c)(ii)	Wi
6.	18(1)(d), 19(1)(c)(ii)	Withhold
7.	18(1)(d), 19(1)(c)(ii)	Withhold
8.	None	Release
9.	18(1)(d), 19(1)(c)(ii)	Withhold
10.	None	Release
11. Schedule B	18(1)(a)	Withhold
12. Schedule G	None	Release
13. Schedule H		Not at issue
14.	None	Release
Signatures		Not at issue