

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (this “**Agreement**”) is effective as of June 2, 2016 between Edwin D. Houghton (the “**Employee**”) and Collus PowerStream Corp. (the “**Company**”).

The Employee and the Company entered into an Employment Contract dated September 30, 2015 that took effect as of January 1, 2016 and shall terminate on December 31, 2016 (the “**Employment Contract**”).

The Employee and the Company agree to mutually terminate the Employment Contract prior to the termination date set out therein on the terms and conditions set out herein.

1. Termination Date

The Employee and the Company mutually agree that the Employee will terminate his employment with the Company as of June 23, 2016 (the “**Termination Date**”).

2. Compensation and Benefits

(i) Compensation

The Employee will only receive the professional fees and entitlements set out in the Employment Contract in the amount of \$139, 222.50 (ONE HUNDRED AND THIRTY NINE THOUSAND TWO HUNDRED AND TWENTY TWO DOLLARS AND FIFTY CENTS) which will be paid on June 23, 2016 to Employee as a lump sum.

(ii) Taxes

The professional fees and entitlements paid to Employee under this Agreement are subject to the normal amount or rate of withholding for any applicable provincial or federal taxes.

(iii) Benefits

The Employee shall continue to receive retiree benefits in accordance with the Company’s Benefit Plan until Employee reaches the age of 65. In addition, Company will pay for all reasonable and existing mobile phone services and internet until December 31, 2016.

3. Release

The Employee does hereby release and forever discharge the Company, its successors, administrators, assigns, shareholders, affiliates and related companies, and their directors, officers and employees of and from all actions, causes of action, damages, claims, cross claims and demands whatsoever, however and wherever arising, which the Employee had, now has, or which the Employee, its heirs, administrators and assigns or any of them hereafter can, shall

or may have in respect of the Employee's employment by the Company or the termination of the Employment Contract.

4. Confidentiality

Except as required by law, the Employee and the Company mutually agree to keep the specific terms of this Agreement confidential.

5. Return of Company Property

The Employee agrees to return any property provided to Employee by Company including laptop computers, key cards, key fobs or any other devices or objects that were provided to Employee.

6. Legal Costs

Subject to receipt of appropriate supporting documentation, Company will contribute a maximum of \$5,000 (FIVE THOUSAND DOLLARS) for Employee's reasonable legal and professional expenses incurred as a result of a review of this Agreement.

7. Announcement

The Company and the Employee will mutually agree on the specific form of announcement regarding the departure of the Employee.

8. Independent Legal Advice

The Employee acknowledges that the Employee has obtained independent legal advice with respect to this Agreement.

9. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be amended except in writing signed by the parties. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument

IN WITNESS WHEREOF, this Agreement has been executed by the parties on this ____ day of June, 2016.

EDWIN D. HOUGHTON

COLLUS POWERSTREAM CORP.
