

AMENDING AGREEMENT

THIS AMENDING AGREEMENT NUMBER 9 is made as of the 01st day of January, 2015,

B E T W E E N:

LOWER CHURCHILL MANAGEMENT CORPORATION, a body corporate constituted pursuant to the *Corporations Act*, RSNL 1990, c. C-36, as amended, and having its head office at the City of St. John's, Province of Newfoundland and Labrador, (hereinafter referred to as "**Company**") of the first part,

- and -

SNC-LAVALIN INC., a body incorporated under the laws of Canada and having its head office in the City of Montreal, Province of Quebec (hereinafter referred to as "**Consultant**") of the second part.

WHEREAS an Agreement Number LC-G-002 entitled Engineering, Procurement and Construction Management (EPCM) Services (hereinafter called the "Agreement") dated 1st day of February, 2011 was entered into between Nalcor Energy and Consultant;

AND WHEREAS all of Nalcor Energy's right, title and interest in the Agreement and all the benefits and advantages derived therefrom was assigned by Nalcor Energy to Lower Churchill Management Corporation on November 29, 2013;

AND WHEREAS the parties wish to amend the Agreement as hereinafter set forth in this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that, in consideration of the premises and mutual covenants and agreements hereinafter set forth and contained, the parties hereto agree that the Agreement be amended as follows:

1. The Lower Churchill Project - Assignment Conditions for Labrador Construction Sites were added to the Agreement in previous Amending Agreement No. 4, effective 20 June 2012. Revisions to these Assignment Conditions were later agreed and implemented (reference Company letter nos. L010-S011-200-170331-00196, dated 10 October 2012 and L010-S011-200-170331-00208, dated 9 January 2013). The Parties have subsequently agreed further changes to the Assignment Conditions. To give effect to these changes, all previous Assignment Conditions for Labrador Construction Sites, as referenced above, are hereby deleted and replaced with the attached table "Assignment Conditions for Consultants of LCP Project Delivery Team Working on Labrador Construction Sites" Rev 3, 21-November-2014.

3. This Amending Agreement shall be effective from the date hereof and shall remain in full force and effect from such date.

4. This Amending Agreement is supplementary to the Agreement and is read with and construed in accordance with the Agreement, as if this Amending Agreement and the Agreement, as amended, constitute one (1) agreement.

5. Except as this Amending Agreement otherwise provides, the Agreement, as previously amended, is in all respects ratified and confirmed and all terms, provisions and covenants thereof shall remain in full force and effect.

6. This Amending Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.

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

LOWER CHURCHILL MANAGEMENT CORPORATION

Per: 

Title: Supply Chain Manager

Per: 

Title: General Project Manager

SNC-LAVALIN INC.

Per:

Title:

Execution Page to an Amending Agreement between Nalcor Energy and SNC-Lavalin Inc. and dated as of the 01st day of January, 2015.



**ASSIGNMENT CONDITIONS FOR CONSULTANTS OF LCP PROJECT DELIVERY TEAM
WORKING ON LABRADOR CONSTRUCTION SITES**

Item	Local Hire	Non-Local Hire
Local Hire	Employee with a permanent residence located within 125 km from the base camp at construction site. With respect to work being performed in Churchill Falls, an employee with a permanent residence within 125 km of Churchill Falls construction site will be considered a local hire.	Not Applicable
Work Location	Construction site, field offices within Labrador.	Construction site, field offices within Labrador.
Work Cycle	To be evaluated on a case-by-case basis, not to exceed work cycle of a non-local hire.	<p>Work cycle will be evaluated on a case-by-case basis and may be dependent on operational requirements. Cycle will be either:</p> <ul style="list-style-type: none"> • 20 days on site, 8 days off site; or • 14 days on site, 7 days off site. <p>Travel time not included or billable. Travel time would commence after completion of site rotation.</p>
Work Schedule	To be evaluated on a case-by-case basis, not to exceed 70 hours per week over 7 days.	70 hours per week over 7 days.
Overtime	<p>If eligible, overtime will be paid if:</p> <ul style="list-style-type: none"> • The overtime is compliant with Consultant's policies and procedures. • The overtime is pre-approved by Company. Overtime is paid at straight time rate. 	<p>If eligible, overtime will be paid if:</p> <ul style="list-style-type: none"> • The overtime is compliant with the Consultant's policies, procedures and terms and conditions of personnel contracts. • The overtime is pre-approved by Company. Overtime is paid at straight time rate.



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Completion Premium	<p>If applicable, will be paid based upon successful completion of an assignment. Rate negotiated at time of initial offer within the following range:</p> <p>Junior to Intermediate Positions:</p> <ul style="list-style-type: none"> • 5% <p>Lead and Senior Positions:</p> <ul style="list-style-type: none"> • 7.5% to 10% <p>Senior Construction Management Positions:</p> <ul style="list-style-type: none"> • 10% to 20% <p>Completion Premium is applied to the base hourly rate on regular hours, overtime hours are not included in the bonus payout. For consultants with base rates that include payroll burdens, the Completion Premium is applied to the net hourly base rate excluding payroll burdens.</p>	<p>If applicable, will be paid based upon successful completion of an assignment. Rate negotiated at time of initial offer within the following range:</p> <p>Junior to Intermediate Positions:</p> <ul style="list-style-type: none"> • 5% <p>Lead and Senior Positions:</p> <ul style="list-style-type: none"> • 7.5% to 10% <p>Senior Construction Management Positions:</p> <ul style="list-style-type: none"> • 10% to 20% <p>Completion Premium is applied to the base hourly rate on regular hours, overtime hours are not included in the bonus payout. For consultants with base rates that include payroll burdens, the Completion Premium is applied to the net hourly base rate excluding payroll burdens.</p>
Rest & Recuperation Allowance	Not Applicable	<p>Paid to individuals on rotation with commutes to and from designated pickup points and their primary residence. The allowance shall be payable based on the distance between the home and designated pickup point as follows:</p> <ul style="list-style-type: none"> • [REDACTED] per round trip for commutes between 0 to 100 km • [REDACTED] per round trip for commutes between 101 to 200 km • [REDACTED] per round trip for commutes between 201 to 300 km • [REDACTED] per round trip for commutes between 301 to 400 km • [REDACTED] per round trip for commutes between 401 to 500 km • [REDACTED] per round trip for commutes greater than 501 km <p>In the event of a weather disruption Company will pay for reasonable hotel accommodations.</p>
Camp Supplied Meals	Not Applicable	Provided free to employees who reside in camps.



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Item	Local Hire	Non-Local Hire
Housing & Utilities	Not Applicable	<p>Accommodations Conditions – MF Site and Marshalling Yard</p> <ul style="list-style-type: none"> • Provided in MF Accommodations Complex or Live out Allowance (LOA). The accommodations complex will have a check-in and check-out policy. Upon completing a rotation, guests must vacate the room. Locker storage will be provided to store miscellaneous personal items (i.e. PPE, etc.). • The details of the two options available are as follows: • Option 1: Receive a [REDACTED] living allowance and arrange accommodations privately. If necessary, hotel accommodations and per diems will be paid for up to two weeks in Goose Bay while securing long term accommodations. The LOA will commence at the end of the two week period or the date long term accommodations are secured, whichever comes first. • Option2: Avail of the MF Accommodations Complex. Upon completing a rotation, guests must vacate the room. Storage will be provided to store miscellaneous personal items (i.e. PPE, etc.). <p>Accommodations Conditions – Reservoir, TL & Churchill Falls Provided in Contractor's camp, or alternate accommodations arranged by Company. Camp accommodations standards may vary depending on work location.</p> <p>Project Delivery Team personnel who choose to relocate to HVGB will be eligible, upon Company approval, to receive the following allowances:</p> <ul style="list-style-type: none"> • [REDACTED] month unaccompanied • [REDACTED] month accompanied



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Item	Local Hire	Non-Local Hire
		<p>Allocation:</p> <ul style="list-style-type: none"> Housing & Utilities = [REDACTED] Local Transportation = [REDACTED] Subsistence <ul style="list-style-type: none"> [REDACTED] unaccompanied [REDACTED] accompanied Two paid trips home per year for employee and spouse/partner/dependents <ul style="list-style-type: none"> Ontario & East: Employee [REDACTED] trip Ontario & East: Spouse [REDACTED] trip Ontario & East: Dependents [REDACTED] trip Manitoba & West: Employee [REDACTED] trip Manitoba & West: Spouse [REDACTED] trip Manitoba & West: Dependents [REDACTED] trip <p>Monthly allowance subject to annual review of local market conditions.</p>
Rotational Travel	Not Applicable	<p>Company will provide, free of charge, transportation to and from construction site, subject to the following:</p> <ul style="list-style-type: none"> Company will book/free issue one (1) return economy airfare ticket from the closest airport to the employee's home, serviced by regularly scheduled commercial flights, per rotation. All travel for new hires mobilized to the Project Delivery Team will be coordinated by applicable LCMC travel coordinators for respective team members. Monthly travel allowances currently being paid to employees on assignment at St. John's office will cease should employee assignment location change to construction site or field office.



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Item	Local Hire	Non-Local Hire
Local Transportation	Company will provide transportation services from Happy Valley - Goose Bay to construction sites.	<ul style="list-style-type: none"> Company will provide transportation services from Happy Valley - Goose Bay to construction sites.
Shipment of Personal Belongings	Not Applicable	Junior, Intermediate, Lead and Senior Personnel not living in Goose Bay: <ul style="list-style-type: none"> 100kg by air at time of initial mobilization and demobilization Project Delivery Team personnel living in Goose Bay: <ul style="list-style-type: none"> 100kg for unaccompanied & 200kg for accompanied at time of initial mobilization and demobilization
Mobilization Allowance	Not Applicable	Project Delivery Team personnel living in Goose Bay: <ul style="list-style-type: none"> Lump sum amount to cover expenses incurred in the transition process such as storage and rental management fees, excess baggage in-flight, in-transit travel costs and other miscellaneous related costs <ul style="list-style-type: none"> o [REDACTED] unaccompanied o [REDACTED] accompanied
Demobilization Allowance	Not Applicable	Project Delivery Team personnel living in Goose Bay: <ul style="list-style-type: none"> Lump sum amount to cover expenses incurred in the transition process such as storage and rental management fees, excess baggage in-flight, in-transit travel costs and other miscellaneous related costs <ul style="list-style-type: none"> o [REDACTED] unaccompanied o [REDACTED] accompanied
Personal Protective Equipment	Issued as per Company's Policy	Issued as per Company's Policy



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Approved by: 

Ron Power
General Project Manager, LCP