

AMENDING AGREEMENT NUMBER 2

THIS Amending Agreement is made as of the 30th day of June, 2017.

BETWEEN:

LABRADOR-ISLAND LINK LIMITED PARTNERSHIP, a limited partnership formed pursuant to the laws of the Province of Newfoundland and Labrador, Canada, represented by its general partner, Labrador-Island Link General Partner Corporation (hereinafter referred to as "**Company**");

- and -

VALARD CONSTRUCTION LP, a limited partnership formed under the laws of the Province of Alberta, represented by its general partner, Valard Construction 2008 Ltd. (hereinafter referred to as "**Contractor**").

WHEREAS an Agreement Number CT0327 entitled Civil Works Agreement – Construction of 350kV HVdc Transmission Line (hereinafter called the "CT0327") dated 8 August 2014, was entered into between Company and Contractor;

AND WHEREAS the Parties have resolved various commercial and technical issues that have arisen between them during the performance of CT0327;

AND WHEREAS the Parties wish to amend CT0327 as hereinafter set forth in this Amending Agreement #2;

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 as follows:

Contract Price

1. Subject to any Change Order issued after June 30, 2017, the Contract Price for CT0327 is One Billion, Seventy-Eight Million Dollars (\$1,078,000,000) (the "Contract Price"), inclusive of all direct and in-direct costs of performing the Work, plus applicable value added taxes. All payments to Contractor made by Company for invoices issued by Contractor in accordance with the terms and conditions of CT0327 up to and including June 30, 2017, form part of and are included in the Contract Price. Company shall pay the balance of the Contract Price as described in paragraphs 3 to 5 inclusive.

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2. Article 1.2(x) of CT0327 is deleted in its entirety and replaced with the following:
 - (x) "Contract Price" means the sum of money specified in the Agreement, as the same may be adjusted from time to time by agreement between the Parties or in accordance with the terms of the Agreement, being the consideration for the satisfactory performance of the Work by Contractor in accordance with the Agreement and as specified in Amending Agreement #2.
3. For greater certainty, the Contract Price set out in paragraph 1 includes:
 - (a) compensation to Contractor for Part A of the Work as that Part is described in Exhibit 1- Scope of Work ("Scope of Work ") and for Part B of the Work as is further described in the Scope of Work as amended in this Amending Agreement #2;
 - (b) the lump sum payments described in paragraph 5 below;
 - (c) fuel cost escalation up to Final Completion;
 - (d) labour cost escalation up to Final Completion;
 - (e) compensation of \$26,627,188 for re-stringing during the replacement of defective cable;
 - (f) compensation of \$9,000,000 for stringing suspension costs during the period of June 3, 2016 to September 20, 2016, inclusive, as validated by Company under Payment Certificate CT0327001-0054;
 - (g) all Claims, Changes, Change Orders, costs and expenses, whether known or unknown arising from Contractor's performance of the Work prior to and including June 30, 2017, which are or could be the subject of Change Requests and Change Orders;
 - (h) all back charges for costs which Company has or could have incurred, whether known or unknown, prior to and including June 30, 2017; and
 - (i) costs incurred by Contractor for any time lost by Contractor due to and/or associated with materials missing from Company free issued materials up to Final Completion.
4. Commencing on July 1, 2017, the remaining balance of the Work shall be paid on a progress payment and Payment Milestone basis as described in Attachment A to this Amending Agreement #2.
5. In addition to the progress payments and Payment Milestones, Contractor shall issue an invoice to Company for the following lump sum amounts and Company shall pay Contractor the lump sum amounts in accordance with the dates shown below:
 - (a) Forty Million (\$40,000,000) on or before June 30, 2017, in accordance with the terms of Amending Agreement #1; and
 - (b) Forty Million (\$40,000,000) on or before July 31, 2017.

6. All invoicing and payment procedures set out in Article 12 shall apply to progress payments and Payment Milestones under this Amending Agreement #2.
7. Notwithstanding the amendment to the Contract Price in paragraph 1:
 - (a) Contractor shall not be required to increase the value of the performance security provided by Contractor prior to June 30, 2017 in satisfaction of Article 7 of CT0327; and
 - (b) Company shall not be required to increase the value of the insurance obtained by Company that is in place as of June 30, 2017, in satisfaction of Article 20 of CT0327.

Ground Conditions

8. Articles 23.1 and 23.6 are deleted and replaced as follows:
 - 23.1 If, during the course of the Work, Contractor encounters geological or geotechnical conditions materially different from conditions experienced prior to July 1, 2017, including ground water, which it believes may impact upon its ability to complete the Work by the dates specified in Exhibit 9 – Schedule, Contractor shall immediately provide notice in writing to Engineer, which notice shall contain such information as is reasonably available to Contractor at that time relating to the nature of the unforeseen geological or geotechnical conditions.
 - 23.6 To the extent geological or geotechnical conditions encountered after June 30, 2017 materially differ from conditions experienced prior to July 1, 2017, this may constitute a Change, and the provisions of Article 14 shall apply.
9. Except for conditions or circumstances that are materially different from those experienced by Contractor prior to July 1, 2017 Contractor shall be responsible for all costs and any delays to the performance of the Work associated with:
 - (a) geotechnical investigations;
 - (b) dewatering;
 - (c) abandoned foundation sites;
 - (d) over excavation at foundations sites;
 - (e) backfill;
 - (f) watercourse diversions;
 - (g) advanced test pitting;
 - (h) rock removal and site preparation;
 - (i) Amec costs for foundation selection;
 - (j) Survey re-staking costs; and
 - (k) Tower box clearing and grubbing and debris management.

Substantial and Final Completion

10. Subparagraph (f) is deleted from Article 25.1 and subparagraph (j) is added to Article 25.6 as follows:

- (j) Contractor has removed all Contractor's Item's, Contractor's Personnel, supplies, equipment, materials, rubbish, and temporary facilities, except those reasonably required for completion of outstanding Punch List items, from the Worksite so that the Worksite is neat, clean and safe.
11. As the Work progresses Engineer shall prepare a list of Defects each one of which must be rectified, to the standard that satisfies the Technical Requirements, so that the Work is ready for use for its intended purpose; such list shall be known as "Punch List A". For greater certainty, Contractor shall rectify all items on Punch List A to achieve Substantial Completion.
12. Subparagraph (c) deleted from Article 25.1 and replaced with the following:
- (c) Engineer has prepared and delivered an updated Punch List to Contractor, which includes any items not necessary for the Work to be used for its intended purposes, with respect to which Engineer has notified Contractor are incomplete or have Defects, such list shall be known as "Punch List B" and all references to "Punch List" in Articles 25.4 and 25.6 shall be deemed to be a reference to Punch List B;
13. Contractor shall commit sufficient resources for the timely rectification of all Punch List A and Punch List B items. Contractor shall submit to Engineer a schedule showing the activities and resources required to rectify Punch List A items by the Substantial Completion Milestone date. Within ten (10) Business Days after the date for Substantial Completion shown on the Substantial Completion Certificate Contractor shall submit to Engineer a schedule for showing the activities and resources required to rectify Punch List B items.
14. Company and Contractor shall, whenever possible, jointly perform sag tests.
15. Within seven (7) days following completion of stringing on the final division for the Work, in accordance with the terms of CT0327, Company shall deliver to Contractor the final Punch List A after completing any tests, checks or studies on the Work that may be necessary to ensure the Work is ready for use for its intended purpose. If Company delays the completion of such tests, checks and studies beyond the expiry of such seven (7) day period, and such failure impacts Contractor's ability to achieve Substantial Completion by the scheduled Substantial Completion date, then Contractor shall be entitled to an extension of time to achieve Substantial Completion equal to the length of the delay in excess of such expiry, but not to any additional compensation.
- Gantries**
16. Notwithstanding the terms of Article 25.1(a) and for greater certainty, Contractor shall not be required to tie into gantries at the following sites ("gantry locations") to achieve Substantial Completion:
- (a) Muskrat Fall

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- (b) Shoal Cove
 - (c) Forteau Point
 - (d) Soldiers Pond
17. Company shall have the option to issue a Change Order to remove gantry tie in from Contractor's scope of Work at any one or more of the gantry locations. The provisions of Article 14.12 shall apply to any such reduction in the scope of Work.
18. If Company requires Contractor to perform Work to tie in at any one or more gantry locations, then Company shall pay Contractor the reasonable mobilization and demobilization costs for such work in accordance with Article 14.

Amendments to Exhibit 1 – Scope of Work

19. Exhibit 1 - Scope of Work, Section 2.5 Part B: ROW Clearing and Access Works is amended by the deletion of the following sections in their entirety:
- (a) 2.5.1 (Work Includes), with the exception of the last 5 bullet points;
 - (b) 2.5.5 (Access and Clearing Plan);
 - (c) 2.5.8 (ROW Clearing), including subsections 2.5.8.1, 2.5.8.2, 2.5.8.3, 2.5.8.4, and 2.5.8.5;
 - (d) 2.5.9 (Access Road Construction), including subsections 2.5.9.1, 2.5.9.2, and 2.5.9.3;
 - (e) 2.5.18 (Special Requirements), including subsections 2.5.18.1, 2.5.18.2, 2.5.18.3, and 2.5.18.4, but not including 2.5.18.5 (which is revised pursuant to paragraph 21 below); and
 - (f) 2.5.19 (Rehabilitation and Reclamation), including 2.5.19.2 and 2.5.19.3, but not including 2.5.19.1.
20. Exhibit 1 – Scope of Work, Section 2.5.10 Road Maintenance is deleted in its entirety and replaced with the following:
- To allow for the safe transport and evacuation of work crews, and as may be required to address environmental concerns, Contractor shall maintain constructed roads in a fit-for-purpose condition, as determined by Contractor at its sole discretion but in compliance with any Applicable Laws, during the execution of the Work. Road clearing may include snow clearing, sanding, grading, culvert repair, capping, etc., with the need varying depending on the time of year and the nature of the road construction material and traffic requirements.
21. Exhibit 1 – Scope of Work, Section 2.5.18.5 Existing Trails and Roads is deleted in its entirety and replaced with the following:

Existing trails, roads or cut-lines will be used whenever possible, and the development of new access will be minimized, to the extent practical, to avoid disturbance to riparian vegetation and, where practical, access roads and trails will be located to avoid riparian shoreline.

Contractor shall repair at its expense any terrain disturbance to existing snowmobile or ski trails resulting from Contractor's activities, to Company's Approval. All displaced signs on, and damage to, roads not constructed by the LCP shall be restored.

22. Notwithstanding anything to the contrary in the Exhibit 1 – Scope of Work, the responsibility for rehabilitation and/or reclamation referenced in the Scope of Work document ILK-5N-CD-76200-TL-SP-0012-01 is allocated as follows:
- (a) Contractor shall be responsible for Part A work; and
 - (b) Company shall be responsible for Part B work.

Amendments to Exhibit 2 - Compensation

23. Except for any Changes to the Scope of Work after June 30, 2017, the following portions of Exhibit 2 are not applicable:
- (a) Appendix A - Schedule of Price Breakdown;
 - (b) Attachment 1 – Basis of Payment; and
 - (c) Appendix C – Attachment 1.

Amendments to Exhibit 9 - Schedule

24. Exhibit 9 in CT0327 is deleted in its entirety and replaced with the Schedule attached to this Amending Agreement #2 as Attachment B.

Liquidated Damages

25. Section 10 of Exhibit 2 of CT0327 is deleted in its entirety and replaced by the following:
- If Contractor fails to achieve Substantial Completion of the Work in accordance with Article 25.1 of the Agreement by 11:59 pm (Newfoundland time) on November 15, 2017, Contractor shall pay Company liquidated damages as follows:
- (a) If Contractor achieves Substantial Completion, on or before 11:59 pm (Newfoundland time) on December 15, 2017, no liquidated damages will apply;
 - (b) If Contractor achieves Substantial Completion after December 15, 2017, Contractor shall pay Company Two Million Dollars (\$2,000,000.00) per day for each day, including any part thereof, of the delay in achieving Substantial Completion for a maximum of thirty (30) days;

- (c) No liquidated damages will accrue during the period December 22, 2017 through December 28, 2017, inclusive, and those days shall not be included in the calculation of the thirty (30) day maximum set out in sub-paragraph (b) above; and
- (d) December 15, 2017 is the Milestone for the purposes of Article 26.1, subject to an extension of time in accordance with the terms and conditions of CT0327.

26. The last sentence of Article 26.1 of CT0327 is deleted and replaced by the following:
 Contractor's limit of liability for liquidated damages payable by Contractor to Company pursuant to this Article 26.1 shall be a maximum of Sixty Million Dollars (\$60,000,000.00). Subject to Company's rights of termination of this Agreement in accordance with **Article 24**, liquidated damages represent Company's sole and exclusive remedy for delay by Contractor in achieving Substantial Completion beyond December 15, 2017.

Access and Clearing (Part B)

- 27. Commencing on July 1, 2017, and continuing to Substantial Completion, Contractor shall assume all responsibility of Contractor and Engineer and perform the work described in Section 2.5 in Document ILK-SN-CD-6200-TL-SP-0012-01 in Exhibit 1 ("Part B") for access to any location at which Contractor performs Work.
- 28. Section 11 of Exhibit 2 to the Agreement is deleted in its entirety and replaced with the following:
 - 11.0 **Right of Way Clearing and Access**
 - 11.1 Compensation for Performing the Work for Part B is included in the Contract Price set out in paragraph 1 of Amending Agreement Number 2.
- 29. Contractor shall be solely responsible to retain any Subcontractor to provide services for road maintenance as Contractor may require.
- 30. Until the scheduled Substantial Completion date, Company shall make available, at the locations identified in Attachment F to this Amending Agreement #2, to Contractor free of charge the ROW Assets listed in Attachment F. Contractor shall be responsible to transport any such assets it requires, at its own cost, from such locations to the Work areas at Site.
- 31. Notwithstanding Article 27.5 of CTO327, Contractor shall assume the risk of and undertake the care and control of access to any location at which Contractor performs Work until Substantial Completion is achieved in accordance with Article 25 of CT0327. Upon Substantial Completion being achieved, Company shall accept all Part B access roads on an "as is" basis and assume all risks, care and control of such roads. Notwithstanding the

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foregoing, Contractor shall be responsible for any road maintenance necessary for access to any location for Contractor to rectify Punch List B items.

32. Company is responsible to obtain and administer all public and private permits directly related to the ROW Clearing and Access Work to be completed under the Road Maintenance Contracts. Company will provide copies of all public and private permits that are directly related to the ROW Clearing and Access Work.
33. In the event Company incurs costs for road maintenance requested by Contractor after June 30, 2017, and prior to Contractor's retention of road maintenance services contemplated by paragraph 29 of this Amending Agreement #2, Company is entitled to recover any such costs from Contractor by deducting the costs from Contractor's invoices.

Materials Management

34. Contractor shall follow the materials management process set out in Attachment C, which process is supplemental to and not in replacement of the provisions of Section 2.4.8 of the Scope of Work document ILK-SN-CD-6200-TL-SP-0012-01 in Exhibit 1 ("Section 2.4.8") of CT0327.
35. Provided Contractor delivers the notices and lists specified in Section 2.4.8 that lattice tower steel materials are missing, mis-manufactured, or damaged, if the missing, mis-manufactured or damaged lattice tower steel materials results in a delay of more than four (4) days to the critical path on the schedule for the performance of the Work then Contractor shall be entitled to an extension of time to achieve Substantial Completion equal to the length of the delay in excess of four (4) days but not to any additional compensation. Notwithstanding the foregoing, Contractor is not entitled to an extension of time if Contractor loses materials following delivery from Company and is delayed in the performance of the Work as a result of such loss.
36. In all cases where there are missing or damaged materials, Contractor shall take steps to mitigate the impact on the schedule for the performance of the Work. If Contractor performs work on mis-manufactured materials then such work shall be at Contractor's cost.
37. Following the return of surplus material to the marshalling yards in Labrador and island of Newfoundland as required by Section 2.4.8, Company and Contractor shall perform an accounting of materials installed and materials returned against materials delivered by Company to Contractor, and Company shall not have any claim against Contractor for any shortfall in materials returned by Contractor to Company.

Confirmation of Work Practices

38. Company and Contractor agree to follow Work practices used prior to July 1, 2017 provided Engineer is consulted on and consents to any deviation from the Technical Requirements.

Ground Settlement

39. Prior to August 31, 2017, Company and Contractor shall identify all locations in Labrador where settlement of tower foundations or of backfill over or adjacent to tower foundations has occurred that may affect tower structural integrity. Contractor shall perform Work necessary to rectify tower structural integrity issues, with any change to foundation type to be Accepted by Engineer.
40. The costs for the work to rectify tower structural integrity issues at the locations identified pursuant to paragraph 39, shall be determined on a reimbursable cost basis using the prices and rates in Exhibit 2 (where applicable), and Company shall pay Contractor fifty percent (50%) of such costs as full compensation for the work performed.
41. Contractor shall issue a Change Request for each location identified pursuant to paragraph 39, where Work is to be performed as a result of settlement of tower foundations or of backfill over or adjacent to tower foundations, complete with an estimate of cost and schedule to perform the repair work. Company shall issue a Change Order for the repair work.
42. Contractor shall perform the repair work due to ground settlement at all locations identified pursuant to paragraph 39 prior to Substantial Completion. Prior to the performance of such repair work, Company and Contractor shall work with each other on a timely basis to determine the repair method to be employed. If a micro pile is required to replace an existing foundation, then Contractor shall make best efforts to carry out such work prior to Substantial Completion.

Mutual Release and Waiver of Claims

43. Except for Claims Company may have for Defects in the Work, each Party hereto irrevocably and unconditionally releases and forever discharges the other Party and its Affiliates and each of their respective directors, officers, employees, agents, representatives, insurers, consultants, successors and assigns (collectively, the "Releasees") from any and all manner of actions, causes of action, claims, demands, costs, damages, expenses, losses, liabilities and obligations, whether express, implied or otherwise, known or unknown or ought to have known, which a Party now has or may hereafter have against a Releasee respecting or arising out of the performance or non-performance, up to and including the date of this Amending Agreement #2 of a Party's obligations under CT0327 including, without limiting the generality of the foregoing, claims arising from or relating to:
 - (a) Change Requests;
 - (b) Extensions of time;
 - (c) Extras;
 - (d) Back charges;
 - (e) Damages for delay;
 - (f) Liquidated damages; and
 - (g) Claims regarding strand protrusion on conductor cables.

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44. Except for any Claim that Company may have regarding strand protrusion on conductor cables, a Party will not make any claim or take any proceedings against any individual, partnership, corporation, insurer, financing entity or any other incorporated or unincorporated entity or association (each a "Third Party") for any act or omission known to the Party up to and including the date of this Amending Agreement #2 relating to CT0327 which Third Party might claim contribution, indemnity or other relief from or against a Releasee under any provisions of any statute, at law or otherwise regarding the subject matter of this Release.

General

45. This Amending Agreement #2 supersedes Amending Agreement #1.
46. This Amending Agreement #2 shall be effective from the date hereof and, unless subsequently amended, shall remain in full force and effect from such date.
47. Unless otherwise defined, all capitalized terms and expressions used herein shall have the meaning respectively ascribed thereto in CT0327. Unless otherwise stated, references to a paragraph number are references to that numbered paragraph in this Amending Agreement #2.
48. This Amending Agreement #2 includes Attachment A through F, inclusive.
49. This Amending Agreement #2 is supplementary to CT0327 and is read with and construed in accordance with CT0327, as the case may be, as if this Amending Agreement #2 and CT0327, as amended, constitute one (1) agreement.
50. In the event of any conflict between the provisions of this Amending Agreement #2 and CT0327, the provisions of this Amending Agreement #2 shall prevail.
51. Except as this Amending Agreement #2 otherwise provides, CT0327 is in all respects ratified and confirmed and all terms, provisions and covenants thereof shall remain in full force and effect.
52. This Amending Agreement #2 shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.
53. Notwithstanding execution of this Amending Agreement #2 by the Parties, this Amending Agreement #2 shall be subject to and conditional upon all written consents from parties to the LCP financing agreements that are required by the terms of those agreements.

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IN WITNESS WHEREOF the Parties hereto have executed and delivered this Amending Agreement #2 as of the day and year first above written.

LABRADOR-ISLAND LINK LIMITED PARTNERSHIP

VALARD CONSTRUCTION LP

Per: John McEwen
Title: Eng Power Supply

Per: [Signature]
Title: Vice President

Per: [Signature]
Title: Project Director - Transmission Link

Execution Page to an Amending Agreement between Labrador-Island Link Limited Partnership and Valard Construction LP dated as of the 30th day of June, 2017.

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[Signature]

ATTACHMENT A

Progress Payments and Payment Milestones

Balance of Contract Price as of July 1, 2017

As of July 1, 2017 the balance of the Contract Price available for progress payments and Payment Milestones to complete the Work is as follows:

Total Contract Price	\$ 1,078,000,000
Less amounts paid to date	(\$ 588,910,762)
Less the June 2017 invoice	(\$ 49,556,933)
Less June and July lump sum payments	(\$ 80,000,000)
Balance of Contract Price	\$ 359,532,305

The balance of the Contract Price payable to Contractor for Work performed from July 1, 2017 to Final Completion shall be apportioned between progress payments and Payment Milestones as follows:

Total progress payments for stringing:	\$258,000,000
Total progress payments for quality documentation:	\$ 70,000,000
Payment Milestone at Substantial Completion:	\$ 10,000,000
Payment Milestones from Substantial to Final Completion:	\$ 21,532,305
Balance of Contract Price	\$359,532,305

Contractor shall issue a separate Payment Certificate for each progress payment for stringing, for each progress payment for quality documentation and for each Payment Milestone, all in accordance with the procedures and requirements of Article 12.

Progress Payments

Company shall pay Contractor monthly for the progress achieved by Contractor as follows:

1. For each of the 1393 towers of stringing installed in compliance with the Technical Requirements, complete with foundations, towers, OPGW and all associated components and equipment, during the monthly payment period (but excluding quality documentation) :

\$ 185,211.77 per each of the 1393 tower structures.

The number of tower structures for payment in a payment period will be confirmed by the signatures of authorized representatives of both Company and Contractor on a Monthly Conductor Stringing Completion Acknowledgement Form a sample of which is attached hereto as Attachment D.

2. For that percentage of 8,200 quality documents, as required by and in compliance with the Technical Requirements, submitted to Company during the monthly payment period:

An amount based on the percentage of quality documents submitted in the month as a proportion of the balance of the quality documentation outstanding as of June 30, 2017 (e.g. x% multiplied by \$70,000,000).

A monthly progress report to track submission of quality documents as verified by Company project controls in the form attached in Attachment E will form the basis for determining the percentage submitted.

Payment Milestones

Payment of the ten million dollars (\$10,000,000) amount for the Substantial Completion Payment Milestone shall be made as a single lump sum upon completion of the requirements to satisfy Articles 25.1(a), (b), (c), (d), (e), (g) and (h).

Payment of the amounts following Substantial Completion, each of which is a Payment Milestone, shall be as follows:

- (a) Four million dollars (\$4,000,000) upon completion of twenty-five percent (25%) of the Punch List items complied in accordance with Article 25.1(c);
- (b) Four million dollars (\$4,000,000) upon completion of fifty percent (50%) of the Punch List items complied in accordance with Article 25.1(c);
- (c) Four million dollars (\$4,000,000) upon completion of seventy-five percent (75%) of Punch List items complied in accordance with Article 25.1(c);
- (d) Four million dollars (\$4,000,000) upon completion of one hundred percent (100%) of Punch List items complied in accordance with Article 25.1(c);
- (e) Five million five hundred thirty-two thousand three hundred five dollars (\$5,532,305) upon completion of all of the requirements set out in Articles 25.1(f) and 25.6 of the Agreement.

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ATTACHMENT B
Exhibit 9 - Schedule

	<u>Milestone</u>	<u>Completion Date</u>
1.	Substantial Completion	15 November 2017
2.	Final Completion	15 August 2018

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ATTACHMENT C**Materials Management Process**

The process below is adhered to by Valard Field Crews when assessing steel bundles for completeness in the field at the structure location.

- Trailers to haul steel bundles are delivered/supplied by Valard to be loaded by LCMC Marshalling Yard Crew.
- LCMC provides trucks and drivers to deliver trailers to predetermined location.
- Trailers are then picked up by Valard's Material Hauling Crew from trailer drop site.
- Material is hauled to appropriate structure on ROW. Steel bundle count is confirmed (by Valard) with bill of lading.
- Material (still bundled) is dropped at structure.
- Valard Assembly Crews arrive to structure and break the bands on the bundles.
- Steel is shaken out and an inventory is taken against the BOQ's on the tower drawings.
- If missing materials are identified the following takes place:
 - > If the assembly foreman identifies the missing piece as critical (ie. Tower cannot be built or erected without this missing piece) a missing material form is completed and Valard QC is immediately informed. Valard QC confirms with LCMC QC and both parties sign the missing material sheet as well as a deficiency report. Valard Material Manager then immediately informs the LCMC yard and a piece is rushed over. This prevents the assembly team from having to re-mobilize to another structure.
 - > If the missing component is not identified as critical, Valard's Assembly Foreman fills out a missing materials form which is provided to Valard QC after the tower is complete to identify that the part is missing.
- Valard QC confirms that the steel is in fact not installed on the tower and then generates their own missing steel form as well as a deficiency report.
- Valard QC / LCMC QC meet within 24hours in the field and Valard provides the missing steel form to LCMC QC who then independently confirm the steel is missing, and sign the Valard missing materials sheet as well as the deficiency report.

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- > Note: The LCMC field QC signature is an additional step put in place by LCMC as of Dec, 2016.
- Missing steel is then ordered within 5 days of LCMC QA/QC signing the missing steel/deficiency report.
- Once the missing steel is available Valard QC field crews have to return to the structure to install the missing component.

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[Signature]

ATTACHMENT D

Stringing Completion Form

Monthly Conductor Stringing Completion Acknowledgement Form

Purpose:

The purpose of this document is to have formal sign off by both parties (Valard, LCMC)

Acknowledging/Confirming the structure range(s) in which Stringing of Conductor has been completed during the monthly billing cycle. The document will be completed at the field level by both parties and forwarded to the Valard MFDC Site Office.

Definition of "Completed Stringing of Conductor"

The Stringing of Conductor shall be considered Complete with respect to progress invoicing when the Conductor and OPGW for a structure range has been "pulled" and "clipped in".

Structure Range(s) in which Conductor Stringing has been Completed.

- 1. Segment # _____ Structure # _____ to Segment # _____ Structure # _____
- 2. Segment # _____ Structure # _____ to Segment # _____ Structure # _____
- 3. Segment # _____ Structure # _____ to Segment # _____ Structure # _____

I hereby confirm that under the definition of "Completed Stringing of Conductor", that the structure range(s) listed above meet the criteria to be considered Complete with respect to progress invoicing as outlined on this Acknowledgement Form

Valard Field Confirmation Date

LCMC Field Confirmation Date

Conductor Stringing Complete Sign Off Form Rev 1, 2017

Agreement CT0327 Amendment No. 2

Handwritten blue ink marks, including the number '17' and a signature.

ATTACHMENT E

Quality Documentation Monthly Progress Report

FOR THE MONTH OF:

	Total	Achieved To Date	% Achieved To Date	Remaining	% Remaining
Foundations	3,223	2,847	88.33%	376	11.67%
Guy Anchors	2,841	2,151	75.71%	690	24.29%
Assembly	3,223	2,635	81.76%	588	18.24%
Erection	3,223	2,007	62.27%	1,216	37.73%
Stringing:					
Conductor	3,223	1,661	51.54%	1,562	48.46%
Electrode	1,282	1,190	92.82%	92	7.18%
OPGW	3,223	1,574	48.84%	1,649	51.16%
Counterpoise	3,223	1,196	37.11%	2,027	62.89%
Totals	23,461	15,261	65.05%	8,200	34.95%

Final Approval of a Contractor submitted quality document is signified when the Company Quality personnel tag all the supporting QC documents in Aconex as either "For Acknowledgement" and/or "Approved with Conditions".

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ATTACHMENT F

ROW Assets and Locations

1. Labrador

Km 57 SPRR:

Item	Size	Length	Total
Culvert	450mm	6 m	10
Culvert	600mm	6 m	4
Culvert	800 mm	9m	1
Culvert	1000 mm	6	2
Blizzard Bridges	2 pc each	20 ft	8

Km 49 &58 Heli Pad:

Swamp Mats	wide 7"	14"	8
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Km 109 Laydown (2 km South of DC 2):

Item	Size	Length	Total
Culvert	450 mm	6m	2
Culvert	450 mm	9m	1
Culvert	600 mm	6 m	4
Culvert	600 mm	9m	2
Culvert	800 mm	9m	4
Culvert	1000 mm	6 m	4
Blizzard Bridges	2 pc per bridge	20 ft	2
Timber mats	8 ft wide	14 ft	7
Silt Fence	3 ft wide	bundle	20

Bridge item	Name	Condition	Quantity	Comments
Panel Super	MC 411		5	
Panel Super	MC 411	Damaged	2	One has a piece broken in two.
Panel High Shear	MC 412		2	
Transom Timber Deck	MCC 454		4	
Timber Deck Module			5	3 are at eagle in N end of camp.
Base Plate	MCC236		3	
End Post Male	MCC317		1	
Raker	MCC 458		1	
Raker	MCC 458	Damaged	1	
Frame Vertical	MC 312		1	

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Sway Brace	MCC 134		6	
Sway Brace	MCC 134	Damaged	4	
Brace Vertical	MCC 222	Damaged	3	
Chord Reinforcement Heavy	MC 304		1	
Compression Chord	MC 398		2	
Plain Stringer	MC 446	Damaged	12	Some damaged from snow clearing.
Tie Beam	MC 329		3	
Fixed Bearing Pad	MCC 19 236		2	
Top Chord Bracing Plate	MCC 2025		4	

2. Island of Newfoundland

- Geotextile - 10 rolls (Green Bay Logging sawmill yard (which is off TCH approx. 2 km west of Goodyears Cove access))
- 20' Wooden Bridges - 10 (Atlantic Industries Yard in Deer Lake)
- 30' Girder Bridge - 2 (Atlantic Industries Yard in Deer Lake)
- Culverts 450 - 10 (LRM on site, J1 yard in Clarenville and Terra Nova Laydown at km 18 on ROW)
- Culverts 600 - 20 (J 1 Yard in Clarenville)
- Culverts 800 - 6 (Green Bay Logging sawmill yard)
- Culverts 1000 - 4 (Terra Nova Laydown - km 18 on DC line)
- Various Mabey Components (AIL yard in Deer Lake)

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