

**AMENDING AGREEMENT NUMBER 1
CH0032**

Effective as of the 21st day of November 2017

Between:

MUSKRAT FALLS 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 the "**Company**")

- and –

ANDRITZ HYDRO CANADA INC

a corporation duly incorporated under the laws of the Province of New Brunswick having its head office at Montreal Quebec (hereinafter referred to as the "**Contractor**")

WHEREAS Company and Contractor entered into a Design, Supply and Install Agreement No. CH0032, dated the 18th of December 2013 (the "**Agreement**" and, alternatively "**CH0032**");

AND WHEREAS Company and Contractor have also entered into a Design, Supply and Install Agreement No. CH0030, dated the 2nd of January 2013 ("**CH0030**");

AND WHEREAS Company and Contractor have resolved various commercial and technical issues that have arisen during the performance of the Agreement;

AND WHEREAS Company and Contractor wish to amend the Agreement to document and make effective their resolution of the commercial and technical issues:

NOW THEREFORE IN CONSIDERATION OF THEIR MUTUAL PROMISES and the exchange of valuable consideration, the receipt and sufficiency of which is hereby duly and irrevocably acknowledged, **THE PARTIES HERETO AGREE AS FOLLOWS:**

Revised Exhibit 9 – Work and Milestone Schedule

1. The Milestone Schedule set out in CHO No. 034 and Interface and Milestone Schedule in Exhibit 9 – Interface and Milestone Schedule are both deleted in their entirety and replaced by the Interface and Milestone Schedule set out in Appendix A.

Revised Site Conditions

2. Exhibit 12 - Site Conditions is amended by the addition of the provisions set out in Appendix B.

3. For activities listed in Appendix B that appear to impact the integrated project schedule, including the schedule for contract package CH0030, Company and Contractor agree to conduct a joint review of the integrated schedule, including the schedule details of both CH0030 and CH0032, to better identify any impacts and to identify opportunities for mitigation.
4. The Parties shall agree to monthly face-to-face meetings at a senior level, including the subcontractors, Canmec Industries Inc. ("Canmec") and CRT Construction ("CRT"), commencing the first calendar month following the date of this Amending Agreement.

Revised Contract Price

5. The Contract Price shall be increased by \$58 Million (Canadian) and paid by Company to Contractor as set out in paragraphs 6 and 7. Contractor shall deliver a Payment Certificate and invoice to Company for each payment contemplated in paragraphs 6 and 7.

CO10 Settlement

6. Company shall pay Contractor \$24 Million (the "CO 10 Amount") within thirty (30) days of the execution of this Amending Agreement in full and final settlement of all Claims of Contractor (including its Subcontractors) arising from or related to Change Order No. 10 ("CO10") and the action commenced by Contractor as against Company, Court File No. 2016 01G 3118 (the "CO10 Action"). Upon receipt of payment of the CO10 Amount, the Contractor shall file a Notice of Discontinuance of the CO10 Action with the Supreme Court of Newfoundland and Labrador.

Settlement of Change Requests 2045 and 2046

7. Company shall pay Contractor \$34 Million in full and final satisfaction of all costs, direct and indirect (including costs relating to head office overhead), arising from and/or relating to the extension of time from the dates in the original Milestone Schedule to the dates in the Exhibit 9 – Interface and Milestone Schedule in Appendix A, including all costs described in Change Request CHR-2045, dated 2 May 2017, ("CHR-2045") and in Change Request CHR-2046, dated 9 June 2017, ("CHR-2046") issued by Contractor to Company, and payable as follows:

(a) a lump sum of \$16 Million payable within thirty (30) days of the execution of this Amending Agreement;

(b) \$13 Million payable in proportion to progress of the Work at the powerhouse in accordance with the payment provisions of the Agreement;

(c) \$5 Million payable as follows:

- (i) \$1 Million for the Control Schedule submission (half upon submittal and half upon Company Approval, acting reasonably),
- (ii) \$1 Million for the Execution Plan (half upon submittal and half upon Company Approval, acting reasonably),
- (iii) \$1 Million for the Safety Plan (half upon submittal and half upon Company Approval, acting reasonably);

- (iv) \$1Million for the Completion Plan and the Commissioning Plan, with ITPs (half upon submittal and half upon Company Approval, acting reasonably); and
 (v) \$1Million upon supplying to site dedicated personnel to fill each of the positions listed below (individual qualified persons, one for each position) in accordance with the requirements of the Agreement:

- (i) Andritz Site Manager
- (ii) Subcontractor Site managers
- (iii) HSE Lead
- (iv) QA Lead
- (v) Mechanical/Civil Lead
- (vi) Electrical Lead
- (vii) Contract Administrator
- (viii) Respectful workplace/ labour/ benefits manager
- (ix) Planner / Scheduler
- (x) Interface manager
- (xi) Completions Lead by February 1, 2018
- (xii) Commissioning Lead by July 1, 2018 (Company shall hold back \$150,000 for the Commissioning Lead, which amount will not be released until the Commissioning Lead is on Site).

Bonus Payment

8. Company shall pay Contractor an additional \$2 Million bonus (the "Bonus") upon completion of the ready for impoundment activities of Milestone M23 ("M23 RFI") by May 15, 2019, and in accordance with the terms and conditions of the Agreement. If Contractor does not achieve M23 RFI by May 15, 2019, for any reason, whether caused by Company, an act of god, force majeure, any third party or any entity for which Company may be responsible then Contractor shall not be entitled to the Bonus. Contractor waives any claim it may have to the Bonus if, for any reason whatsoever, it fails to achieve M23 RFI by May 15, 2019.
9. If Contractor fails to achieve M23 RFI by May 15, 2019, and Contractor has not caused or contributed to the reason for such failure then Contractor may request payment of the Bonus and Company shall consider such request in relation to Contractor's overall performance and its cooperation with Company and Company's Other Contractors, and Company may, acting reasonably, deny or agree to payment of the Bonus in its sole and absolute discretion.

Schedule Related Liquidated Damages

10. The liquidated damages for Milestone M23 set out in Section 11.1 in Exhibit 2 – Compensation remain unchanged and shall apply to the revised Milestone completion date for Milestone M23 set out in Appendix A.
11. Article 36.1 of the Agreement is deleted and replaced with the following:

36.1 For Milestone M23 specified in Section 11.1 of Exhibit 2 – Compensation as being subject to liquidated damages, if Contractor fails to Deliver that part of the Work to achieve the Milestone by the date specified, Contractor shall pay Company as liquidated damages the full amount stipulated in Section 11.1 of

Exhibit 2 – Compensation for each day, including any part thereof, of the delay of that Milestone, from sixty (60) days after that Milestone Date to the date the Milestone is achieved, unless the failure to achieve the Milestone is due to an event of Force Majeure, a Change affecting the Milestone or a Suspension Period.

Amendments to Change Order Process

12. Article 26.6 of the Agreement is deleted in its entirety and replaced by the new Article 26.6 set out in Appendix C.
13. Article 26 is amended by the addition of new Articles 26.13, 26.14 and 26.15 set out in Appendix C that shall follow immediately after Article 26.12 of the Agreement.

Performance Security

14. Notwithstanding the change to the Contract Price pursuant to this Amending Agreement, Contractor shall not be obliged to increase the value of the performance security that Contractor has delivered to Company in satisfaction of Article 7 of the Agreement.
15. Contractor agrees to extend the expiry date of the Letters of Credit delivered pursuant to Article 7.3 of the Agreement to ensure that the Letters of Credit delivered pursuant to Article 7.3(a) remains valid and in effect until Final Completion has been achieved.

Confidentiality

16. Neither Party shall disclose this Amending Agreement, the subject matter of related negotiations and any amendments to the Agreement without prior written approval of the other Party, save and except that:

(a) the Contractor may disclose the Amending Agreement, the subject matter of related negotiations and/or amendments to its subcontractors, Canmec and CRT, provided that each of Canmec and CRT agree not to disclose the Amending Agreement, the subject matter of related negotiations and any amendments, without prior written approval from both the Company and Contractor;

(b) Company may disclose the Amending Agreement, the subject matter of related negotiations and/or amendments to LCP financing entities, LCP oversight committees and relevant Authorities.

If disclosure is required by Applicable Laws, the rules and regulations of any regulatory body or stock exchange, so far as it is lawful and practical to do so prior to such disclosure, the Party who is required to make the disclosure shall promptly liaise with the other Party to obtain that other Party's advice regarding such disclosure.

Release

17. Except for Change Request CHR-2042 ("CHR2042") and Warranty Claims and Defects, each Party irrevocably and unconditionally releases, waives and forever discharges the other Party, its affiliates and related companies and their respective directors, officers,

shareholders, agents, representatives, employees, successors and assigns, both present and former, from any and all claims, Change Requests, demands, actions, causes of actions, complaints, losses, interests, costs (direct and indirect) and/or damages of any kind or nature, whether known or unknown or ought to have been known, that arise out of or relate in any way to the Agreement and to the schedule for Contractor's performance of the Work up to and including the date of this Amending Agreement.

18. Contractor shall obtain full and final mutual releases from Canmec and CRT in a form acceptable to the parties and their counsel, acting reasonably, in respect of all Claims except Warranty Claims and Defects known or unknown that arise out of or relate in any way to the Work and to the schedule for the performance of the Work up to and including the date of this Amending Agreement.
19. Contractor shall indemnify, keep indemnified and hold Company harmless from and against all Claims which Company may sustain or incur from Iskuetueu LP relating to or arising from the circumstances described in the CO10 Action.
20. For greater certainty, all Change Requests in the list attached as Appendix D are closed with no change to the Contract Price, save and except for Change Request CHR-2042, dated March 12, 2017, ("CHR-2042") issued by Contractor to Company.
21. In respect of CHR-2042 Contractor agrees to waive all legal costs it has incurred to the date of this Amending Agreement relating to the subject matter of CHR-2042. Both Parties continue to reserve their rights with respect to CHR-2042

Agreement Affirmed

22. Except as expressly modified by this Amending Agreement, the Parties affirm all of their rights and obligations under the Agreement and that the Agreement remains in full force and effect.
23. This Amending Agreement, and the payments by Company to Contractor and other matters contemplated by it, shall not be deemed to be an admission of fault, wrongdoing or liability on the part of either Party, which fault, wrongdoing or liability is expressly denied in respect of any cause, matter or thing arising from or in relation to the Agreement.
24. For greater certainty, the governing law provisions of Article 1.20 of the Agreement shall apply to this Amending Agreement.

General

25. Unless otherwise defined, all capitalised terms and expressions used herein shall have the meaning respectively ascribed thereto in the Agreement. Unless otherwise stated, references to a paragraph number are references to that numbered paragraph in this Amending Agreement.
26. This Amending Agreement includes Appendices A to D, inclusive, and a reference to an Appendix in this document is a reference to that Appendix that forms part of this Amending Agreement.

- 27. Notwithstanding execution of this Amending Agreement by the Parties, this Amending Agreement 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.
- 28. Contractor confirms that upon execution of this Amending Agreement and with the compensation contemplated herein it has all necessary resources, including financial resources, which it requires to perform the Work to Final Completion in accordance with the Agreement and this Amending Agreement.
- 29. Each Party confirms that it has read this Amending Agreement and fully understands its terms and that each Party voluntarily accepts its rights and obligations under this Amending Agreement as it is in the best interests of each Party to do so. Each Party further confirms that they each have received the benefit of independent legal advice regarding the terms of this Amending Agreement.
- 30. This Amending Agreement may be executed in any number of counterparts, and all such counterparts shall together constitute one instrument binding on the Parties, provided each of the Parties has executed at least one counterpart, including any counterpart executed by a Party hereto and transmitted to the other Party hereto by facsimile transmission or by electronic mail with pdf attachment, and each shall be deemed to be an original, notwithstanding that all Parties are not signatory to the same counterpart.

EXECUTED AS AN AGREEMENT:

For and on behalf of Muskrat Falls Corporation

Signature of Authorized Representative

Name of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

For and on behalf of Andritz Hydro Canada Inc.



Signature of Authorized Representative

Daniel Caron

Name of Authorized Representative

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EXECUTED AS AN AGREEMENT:

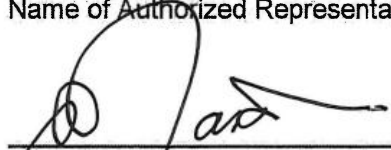
For and on behalf of Muskrat Falls Corporation



 Signature of Authorized Representative

Gilbert Bennett

 Name of Authorized Representative



 Signature of Authorized Representative

H. Stanley Marshall
President & CEO

For and on behalf of Andritz Hydro Canada Inc.



 Signature of Authorized Representative

DANIEL CARRION

 Name of Authorized Representative

Muskrat Falls Corporation

Corporate Office
 500 Columbus Drive
 P. O. Box 15000, Stn. A
 St. John's, NL Canada A1B 0M4

Lower Churchill Project Operations Office
 350 Torbay Road, Suite 2
 St. John's, NL Canada A1A 4E1

**Appendix A
 to Amending Agreement 1
 CH0032**

INTERFACE and MILESTONE SCHEDULE

Milestone No.	Interface No.	General	Date
M2		Substantial Completion of the Work	31-Dec-2019
Milestone No.	Interface No.	Spillway - (Rollway Scope)	Date
M5		Bay No. 1 Installation of Upstream and Downstream Stoplogs Complete	TBD – See Note 1
M6		Bay No. 1 Rollway Ready for Installation of Sill Beams and Modification of the Gates	TBD – See Note 1
M7		Bay No. 1 Stoplogs Removed and Ready for Operation	TBD – See Note 1
M8		Bay No. 2 & 4 Installation of Upstream and Downstream Stoplogs Complete	TBD – See Note 1
M9		Bay No. 2 & 4 Rollway Ready for Installation of Sill Beams and Modification of the Gates	TBD – See Note 1
M10		Bay No. 2 & 4 Stoplogs Removed and Ready for Operation	TBD – See Note 1
M11		Bay No. 3 & 5 Installation of Upstream and Downstream Stoplogs Complete	TBD – See Note 1
M12		Bay No. 3 & 5 Rollway Ready for Installation of Sill Beams and Modification of the Gates	TBD – See Note 1
M13		Bay No. 3 & 5 Stoplogs Removed and Ready for Operation	TBD – See Note 1
Milestone No.	Interface No.	Powerhouse	Date
	I7	Service Bay Draft Tube Gallery Ready for start of Hydromechanical Installation	5-Nov-2017
	I8	Unit 1 – Draft Tube Structure Ready for start of Hydromechanical Installation	5-Nov -2017
	I9	Unit 2 – Draft Tube Structure Ready for start of Hydromechanical Installation	5-Nov -2017
	I10	Unit 3 - Draft Tube Ready for start of installation of Hydromechanical Installation	5-Nov -2017
	I11	Unit 4 – Draft Tube Ready for start of installation of Hydromechanical Installation	1-Dec-2017

M22		All Draft Tube hydro-mechanical work complete, stoplogs installed in units 1 & 2, Bulkheads installed in units 3 & 4, and ready for water up of tailrace channel	9-Jul-2018
		Intake	
	I12	Unit 1 – Intake Structure Ready for start of Hydromechanical Installation	5-Jan-2018
	I13	Unit 2 – Intake Structure Ready for start of Hydromechanical Installation	16-Apr-2018
	I14	Unit 3 – Intake Structure Ready for start of Hydromechanical Installation	1-Sep-2018
	I15	Unit 4 – Intake Structure Ready for start of Hydromechanical Installation	1-Sep-2018
M23a		All Intake Hydromechanical work requiring access from intake channel complete except for Gate 12.	15-May-2019
M23		All Intake hydro-mechanical work (including trash cleaner) commissioned and ready for reservoir impoundment	21-Jun-2019

Note 1. Ninety (90) days advance Notice will be provided to prior to the start of rollway construction.

Expected Physical Site Conditions for the New Plan

- Current layout of upstream intake contains a trafficable access loop that:
 1. Descends straight from the intake main access road to the bay 1;
 2. Follows a parallel path from bay 1 to bay 12;
 3. Comes back up from bay 12 from north to south to the main intake access.
 - Clarity Question – Is this access to be Required for the period May 15 to June 15 2019? In part or whole?
 - AH Response – This access will be required from the start of installation up to May 15 2019
- ICS building foundation removal by November 1, 2017
 - Clarity – The ICS foundations will be removed
 - AH Response – During the meeting at site it was also mentioned that the rock slope that descends down through the retaining wall will have to be pushed back to be flush with the retaining wall.
 - LCP comment - Please define minimum required clear width of pathway from the edge of the draft tube concrete with a sketch or marked up drawing. (this is to avoid interpretation of "flush with the retaining wall". Some reasonable slope is to be expected after foundation removal) . This point was discussed in the meeting but not agreed to as indicated above. What was said was that the rock slope may need to be modified to allow access for the Andritz crane
 - AH Response - 22' of unobstructed level ground from the draft tube wall (See attached sketch)
- For the period of May 15th, 2019 to June 15th, 2019 we will require a 30 feet wide pad that covers group 4 and the element number 3 from intake trafficable access. Required access should allow a 250T crane to descend on its own power from intake main access to bay 12 and operate in front of group 4.
 - Clarity Question – Is this access for load testing purposes of Unit 4 Hoists ?
 - AH Response – This access will be for load testing of the Bay 12 hoist as well as demobilizing equipment from Bay 12
 - LCP comment - AH to clearly define access path and crane pad that is to remain with a sketch or marked up drawing. No new ramps or access routes are to be constructed by LCP. It is AH responsibility to select a 250t crane that can descend on its own power from intake main access to bay 12 and operate in front of group 4 using the path defined by the above noted sketch.
 - AH Response - No new access or ramp is required. The 250T crane can easily go down existing long ramp. As far as the pad goes, we have to respect a minimum distance of 10 feet from the retaining wall for structural reasons and we will need a 30 feet wide pad to extend the 250T out riggers from the crane. Therefore the pad should span the width of unit 4, starting 10 feet from the retaining wall, and extending to 40 feet from the wall. Please refer to attached sketch.

List of activities to be performed after M23a

1.5 Installation	
1.5.1 Site Installation	
1.5.1.3 Assembly	
1.5.1.3.2 Intake and Powerhouse Installation	
1.5.1.3.2.2 Intake Installation	
1.5.1.3.2.2.1 Unit 1	
1.5.1.3.2.2.1.2 Bay 2	
1.5.1.3.2.2.1.2.6 EGR Trash Racks	
CE29530	B2 WBS Summary EGR
CE29540	B2 Receiving & unloading of EGR Trash Racks
CE29570	B2 Installation of EGR Trash Racks
1.5.1.3.2.2.1.3 Bay 3	
1.5.1.3.2.2.1.3.6 EGR Trash Racks	
CE30600	B3 WBS Summary EGR
CE30610	B3 Receiving & unloading of EGR Trash Racks
CE30640	B3 Installation of EGR Trash Racks
1.5.1.3.2.2.2 Unit 2	
1.5.1.3.2.2.2.1 Bay 4	
1.5.1.3.2.2.2.1.6 EGR Trash Racks	
CE31670	B4 WBS Summary EGR
CE31680	B4 Receiving & unloading of EGR Trash Racks
CE31710	B4 Installation of EGR Trash Racks
1.5.1.3.2.2.2.2 Bay 5	
1.5.1.3.2.2.2.2.6 EGR Trash Racks	
CE32740	B5 WBS Summary EGR
CE32750	B5 Receiving & unloading of EGR Trash Racks
CE32780	B5 Installation of EGR Trash Racks
1.5.1.3.2.2.2.3 Bay 6	
1.5.1.3.2.2.2.3.6 EGR Trash Racks	
CE33810	B6 WBS Summary EGR
CE33820	B6 Receiving & unloading of EGR Trash Racks
CE33850	B6 Installation of EGR Trash Racks
1.5.1.3.2.2.3 Unit 3	
1.5.1.3.2.2.3.1 Bay 7	
1.5.1.3.2.2.3.1.6 EGR Trash Racks	
CE34880	B7 WBS Summary EGR
CE34890	B7 Receiving & unloading of EGR Trash Racks
CE34920	B7 Installation of EGR Trash Racks

1.5.1.3.2.2.3.2 Bay 8	
1.5.1.3.2.2.3.2.6 EGR Trash Racks	
CE35950	B8 WBS Summary EGR
CE35960	B8 Receiving & unloading of EGR Trash Racks
CE35990	B8 Installation of EGR Trash Racks
1.5.1.3.2.2.3.3 Bay 9	
1.5.1.3.2.2.3.3.6 EGR Trash Racks	
CE37020	B9 WBS Summary EGR
CE37030	B9 Receiving & unloading of EGR Trash Racks
CE37060	B9 Installation of EGR Trash Racks
1.5.1.3.2.2.4 Unit 4	
1.5.1.3.2.2.4.1 Bay 10	
1.5.1.3.2.2.4.1.6 EGR Trash Racks	
CE38090	B10 WBS Summary EGR
CE38100	B10 Receiving & unloading of EGR Trash Racks
CE38130	B10 Installation of EGR Trash Racks
1.5.1.3.2.2.4.2 Bay 11	
1.5.1.3.2.2.4.2.6 EGR Trash Racks	
CE39160	B11 WBS Summary EGR
CE39170	B11 Receiving & unloading of EGR Trash Racks
CE39200	B11 Installation of EGR Trash Racks
1.5.1.3.2.2.4.3 Bay 12	
1.5.1.3.2.2.4.3.1 Intake Gate & Hoist	
1.5.1.3.2.2.4.3.1.2 ETR Hoist	
CE40060	B12 WBS Summary ETR
CE40150	B12 Electrical Testing of ETR Hoist
CE40160	B12 Cleaning of ETR Hoist
CE40170	B12 Paint touch-ups of ETR Hoist
1.5.1.3.2.2.4.3.5 EPO Bulkhead Gate	
CE40190	B12 WBS Summary EPO
CE40220	B12 Storage of EPO Bulkhead Gates
1.5.1.3.2.2.4.3.6 EGR Trash Racks	
CE40230	B12 WBS Summary EGR
CE40240	B12 Receiving & unloading of EGR Trash Racks
CE40270	B12 Installation of EGR Trash Racks
1.6 Commissioning	
1.6.C COMMISSIONING	
1.6.C.2 Intake Commissioning	
A8780	Gate - drop test (emergency lowering of a set of three intake gates to shut in one un
A8785	Gates units 1-4 testing under full hydrostatic load, simulated operating
CE29550	B2 Dry Commissioning of EGR Follower Beam
CE29560	B2 Dry Commissioning of EGR Trash Racks
CE30620	B3 Dry Commissioning of EGR Follower Beam
CE30630	B3 Dry Commissioning of EGR Trash Racks
CE31690	B4 Dry Commissioning of EGR Follower Beam
CE31700	B4 Dry Commissioning of EGR Trash Racks
CE32760	B5 Dry Commissioning of EGR Follower Beam
CE32770	B5 Dry Commissioning of EGR Trash Racks
CE33830	B6 Dry Commissioning of EGR Follower Beam

CE33840	B6 Dry Commissioning of EGR Trash Racks
CE34900	B7 Dry Commissioning of EGR Follower Beam
CE34910	B7 Dry Commissioning of EGR Trash Racks
CE35970	B8 Dry Commissioning of EGR Follower Beam
CE35980	B8 Dry Commissioning of EGR Trash Racks
CE37040	B9 Dry Commissioning of EGR Follower Beam
CE37050	B9 Dry Commissioning of EGR Trash Racks
CE38110	B10 Dry Commissioning of EGR Follower Beam
CE38120	B10 Dry Commissioning of EGR Trash Racks
CE39180	B11 Dry Commissioning of EGR Follower Beam
CE39190	B11 Dry Commissioning of EGR Trash Racks
CE40050	B12 Dry Commissioning of EVA Gate
CE40180	B12 Dry Commissioning of ETR Hoist
CE40200	B12 Dry Commissioning of EPO Follower Beam
CE40210	B12 Dry Commissioning of EPO Bulkhead Gates
CE40250	B12 Dry Commissioning of EGR Follower Beam
CE40280	B12 Dry Commissioning of EGR Trash Racks
1.6.C.5 Static Commissioning tests	
A33470	Functionality testing on key mechanical & electrical components as per specification
1.6.C.6 Final Commissioning tests	
A33475	Test after reservoir is impounded to full supply level of El. 39.0 on all TRCM functions

- Clarity Question – Are the activities listed on the AH Primavera Schedule to be performed within the May 15 2019 to June 15 2019 period. Please identify any activities which would not be in that period and identify a timeframe that these activities would be completed post June 15 2019
- AH Response – the following activities will be completed after June 15 2019 until June 21 2019
 1. B11 WBS Summary EGR
 2. B11 Receiving & unloading of EGR Trash Racks
 3. B11 Installation of EGR Trash Racks
 4. B12 WBS Summary EGR
 5. B12 Receiving & unloading of EGR Trash Racks
 6. B12 Installation of EGR Trash Racks
 7. B11 Dry Commissioning of EGR Follower Beam
 8. B11 Dry Commissioning of EGR Trash Racks
 9. B12 Dry Commissioning of EGR Follower Beam
 10. B12 Dry Commissioning of EGR Trash Racks
- AH Response – the following activities will be completed after impoundment
 1. Gate - drop test (emergency lowering of a set of three intake gates to shut in one unit)
 2. Gates units 1-4 testing under full hydrostatic load, simulated operating
 3. Functionality testing on key mechanical & electrical components as per specification
 4. Test after reservoir is impounded to full supply level of El. 39.0 on all TRCM functions

- Intake installation 1.5.1.3.2.2 activities listed on AH Primavera schedule Unit 1 through 4 associated with EGR trash Racks
 - Clarity Question – there are 3 activities listed per Bay , please explain what is involved using one Bay as an example – we are trying to understand how the trashrack installation and if it is from above or below. We understand that the trashracks are serviceable under normal operation therefore can be installed and removed under normal hydrostatic load
 - AH Response – The trashracks will be offloaded from the trucks and will then be installed and commissioned in each respective bay from the intake bridge (from above). Under normal conditions, gap checks for trash racks can be performed at insertion on top and there would be no need to be down at sill level
- Intake gate and Hoist – Bay 12 activities under 1.5.1.3.2.2.4.3.1 CE 40060 to CE40270
 - Clarity Question – Please clarify if these activities are directly linked to the 30 feet wide pad and access stated in 3 above and are to do with the load testing
 - AH Response – Yes these activities are directly linked to the 30 feet wide pad and access stated in 3 above and are to do with the load testing
- 1.6 Commissioning
 - 1.6.1 Commissioning
 - 1.6.c.2 Intake Commissioning , 1.6.c.5 Static Commissioning tests and 1.6.c.6
 - Clarity Question – Please clarify if these commissioning checks will not impact on the functionality of the equipment I.e will the intake gates and hoists be operational enough to be able to perform wet testing of the Unit 1 TG set – also will these tests be carried out in the 30 days post May 15 2019?
 - AH Response – The impoundment of the upstream channel, and wet testing of the Unit 1 TG set, can commence after all commissioning activities are completed with the exception of:
 1. Gate - drop test (emergency lowering of a set of three intake gates to shut in one unit)
 2. Gates units 1-4 testing under full hydrostatic load, simulated operating
 3. Functionality testing on key mechanical & electrical components as per specification
 4. Test after reservoir is impounded to full supply level of El. 39.0 on all TRCM functions
 - AH Response – All activities except for the four listed above will be completed by June 21th, 2019. AH clarifies that these four activities can only be performed after impoundment and were not included in the base scope M23 milestone.

Parties agree the foregoing constitutes the basis to establish the New Plan for implementation pending successful mediation of CHR 2045 & CHR 2046.

Canmec

Date: 2017-10-24



CRT

Date:



Andritz

Date: Oct. 24, 2017



**Appendix C
to Amending Agreement 1
CH0032**

- 26.6 In the event the Parties fail to reach agreement on the pricing and impacts on resources and schedule with respect to a Change, Contractor shall perform the work specified in the Change Order as issued by Company, provided that:
- (a) Contractor shall be compensated in accordance with Articles 26.13, 26.14 and 26.15 and paid in accordance with Article 12; and
 - (b) any Dispute will be handled in accordance with Article 39, but in that case the price of a Change shall not exceed the amount determined in accordance with Articles 26.13 and 26.14.
- 26.13 The adjustment in the Contract Price for a Change Order carried out prior to or in the absence of agreement by Contractor and Company on the price for the Change shall be on the basis of the cost of expenditures to perform the work, and/or the cost savings from a reduction in the work, that are attributable to the Change and which are to be determined pursuant to the provisions of Exhibit 2 – Compensation and Exhibit 3 – Coordination Procedures, provided however that overhead and profit shall be determined as follows:
- (a) to the extent rates and prices in Exhibit 2 – Compensation apply, there shall be no allowance for overhead and profit;
 - (b) to the extent rates and prices in Exhibit 2 – Compensation do not apply:
 - (i) if a Change results in an increase in the Contract Price, an allowance for overhead and profit will be included as specified in Exhibit 2 – Compensation;
 - (ii) if a Change results in a decrease in the Contract Price, the deduction for overhead and profit shall be fifteen percent (15%) of the cost reduction; and
 - (iii) when both additions and deletions covering related work or substitutions are involved in a change in the Work, the allowance or deduction for overhead and profit will be calculated on the basis of the net increase or decrease, if any, with respect to that change in the Work.
- 26.14 Contractor will keep and present in such form as Company may require an itemized accounting of the cost of expenditures and savings referred to in Article 26.6 together with all supporting data (including job cost reports, time sheets, invoices, general ledger). Contractor shall submit such records as are required for assessing and approval of costs pursuant to Article 12 of the Agreement and Exhibits 2 and 3, provided that

Contractor shall submit daily LEM (labour, equipment and materials) reports for its work and that of its subcontractors within 48 hours of the day on which the Change work is performed.

26.15 If the quantity of the Work is decreased or any part of the Work is deleted:

- (a) To the extent possible, the value of any deletion or reduction in the Work shall be determined using the rates and prices set out in Exhibit 2 – Compensation; and
- (b) Contractor shall not be entitled to claim any indirect or consequential damages, including loss of profits or loss of revenue.

Appendix D

Aconex CR #	Description	Issued On	CHR #
CHR-CH0032001-0117	Delamination of Primary Anchor Templates - Draft Tube	29-Jun-17	CHR 4045
CHR-CH0032001-0116	Delamination of Primary Anchor Templates - Intake	29-Jun-17	CHR 4046
CHR-CH0032001-0112	Relocation of Cable Reels	6-Jun-17	CHR 4041
CHR-CH0032001-0102	Change in Applicable Laws	12-Mar-17	CHR 2042
CHR-CH0032001-0095	Change of Milestone I15	7-Feb-17	CHR 2040
CHR-CH0032001-0080	Change to Interface I14 date	25/10/2016	CHR. No. 2039
CHR-CH0032001-0076	Change of Watering-Up Sequence of the Spillway	8-Dec-16	CHR-4015
CHR-CH0032001-0072	Change of Milestone I13	26/07/2016	AH-Letter-PM-195; CHR No. 2038
CHR-CH0032001-0062	Storage of Intake Embedded Parts	5-Sep-16	CHR No. 2036
CHR-CH0032001-0061	Change of Milestone I12	29/04/2016	CHR 2035
CHR-CH0032001-0057	Change of Milestone I11	31/03/2016	CHR No. 2034
CHR-CH0032001-0056	Change of Milestone I10	15-Feb-16	CHR 2033
CHR-CH0032001-0053	Water Build up at upstream Spillway	9-Feb-16	CHR 4004
CHR-CH0032001-0048	Delay in Spillway Guide Installation due to Crane coordination issue	4-Jan-16	CHR 4003
CHR-CH0032001-0047	Crawler Crane delivery obstruction - Spillway Upstream	4-Jan-16	CHR 4002
CHR-CH0032001-0046	Temporary protection of Hydro-Mobiles in spillways Bays 1 & 2	4-Jan-16	CHR 4001
CHR-CH0032001-0038	Storage of Spillway Heavy equipment	26-Nov-15	CHR 2026
CHR-CH0032001-0037	SRG temporary heating equipment	26-Nov-15	CHR 2028
CHR-CH0032001-0022	Change of Interface No. 11A of Exhibit 9	12-Jun-15	CHR 2011
CHR-CH0032001-0020	LCP requested to have all NCR's re-submitted in Aconex to obtain official closure approval	25-May-15	CHR 2016
CHR-CH0032001-0018	SRG-Engineering	27-Mar-15	CHR 2013
CHR-CH0032001-0017	Effects of multiple design and specification changes	27-Mar-15	CHR 2012