

AMD-CD0501001-0006

**AMENDING AGREEMENT
For CD0501-001 and CD0502-001**

THIS AMENDING AGREEMENT NUMBER 6 for CD0501-001

THIS AMENDING AGREEMENT NUMBER 3 for CD0502-001

AND each Amending Agreement noted above is made as of the 15th day of December 2017.

BETWEEN:

LABRADOR TRANSMISSION 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, Canada (hereinafter referred to as "LTC") and **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 "LIL") of the first part;

- and -

GRID SOLUTIONS CANADA ULC, a body incorporated under the laws of the Province of British Columbia, and having its head office in the City of La Prairie, in the Province of Quebec (hereinafter referred to as "Contractor") of the second part.

WHEREAS, LTC and LIL may collectively be referred to as "Company" and LTC, LIL and Contractor may be referred to herein together as the "Parties" and separately as a "Party", as context dictates;

WHEREAS an Agreement Number CD0501-001 entitled Supply and Install Agreement - Converter Stations and Transition Compounds (hereinafter called the "CD0501") dated March 31, 2014, was entered into between LIL and Contractor;

AND WHEREAS an Agreement Number CD0502-001 entitled Engineer, Procure and Construct Agreement – Construction of AC Substations (hereinafter called the "CD0502") dated August 15, 2014, was entered into between LIL, LTC and Contractor;

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(28294103)

AND WHEREAS The Parties entered into Amending Agreement Number 5 for CD0501-001 and Amending Agreement Number 2 for CD0502-001 dated the 13th day of April 2017 (“April Amending Agreement”);

AND WHEREAS the Parties wish to amend CD0501 and CD0502 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 CD0501 and CD0502 each be amended as follows:

Accelerated Compensation CD0501

1. Subject to paragraph 2, Company agrees to pay Contractor, by December 21, 2017, the amounts Approved by Company representing payment on the following Payment Certificates (see Appendix A to this Amending Agreement):
 - a. Payment Certificate No 60
 - b. Payment Certificate No. 61
 - c. Payment Certificate No. 62
 - d. Payment Certificate No. 63

2. If Contractor fails to complete all the original requirements for payment of Payment Certificates Nos. 62 and 63 for CD0501 by February 28, 2018, then Company shall be entitled to withhold the amount associated with that pay item from any compensation otherwise due Contractor until all such requirements have been completed in accordance with the requirements of CD0501.

3. Contractor agrees that if the unpaid balance of the Contract Price on CD0501 is insufficient to satisfy the withholding described in paragraph 2 Company shall be entitled to obtain the amount of the withholding from any one or more of the following sources:
 - (a) the letter of credit number SBGT762320; or
 - (b) the letter of credit number OSB35613GWS; or
 - (c) amounts retained by Company for the purposes of the Mechanics’ Lien Act, provided no liens have been registered in respect of CD0501 by subcontractors or suppliers of any tier.

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4. Upon execution of this Amending Agreement, Contractor will submit a Payment Certificate for estimated progress on CD0501 to the end of January 2018. Notwithstanding that all work will not be completed and all documentation will not be submitted with the Payment Certificate referenced in the preceding sentence, Company shall review and Approve, as may be adjusted, the Payment Certificate by no later than December 21, 2017. Subsequent thereto, Contractor shall have until February 28, 2018 to submit all required documents for payment as required in CD0501. If Contractor fails to submit the required documents by February 28, 2018, then Company shall be entitled to revise the Payment Certificate accordingly. Company shall pay the amount on the Payment Certificate, as revised if need be, referenced in this paragraph by March 15, 2018.

Accelerated Compensation CD0502

5. Company agrees to pay Contractor, by December 21, 2017, the amounts Approved by Company representing payment on the following Payment Certificates (see Appendix A to this Amending Agreement):
- a. Payment Certificate No. 43
 - b. Payment Certificate No. 44
6. If Contractor fails to complete all the original requirements for payment of Payment Certificate No. 44 for CD0502 by February 28, 2018, then Company shall be entitled to withhold the amount associated with that pay item from any compensation otherwise due Contractor until all such requirements have been completed in accordance with the requirements of CD0502 .
7. Contractor agrees that if the unpaid balance of the Contract Price on CD0502 is insufficient to satisfy the withholding described in paragraph 6 Contractor shall be deemed to be in default of its obligations for the purposes of enforcing its rights with regard to any security held by Company and Company shall be entitled to obtain the amount of the withholding from any one or more of the following sources:
- (a) letter of credit number SBT762316; or
 - (b) letter of credit number OSB35614GWS;
 - (c) letter of credit number OSB10923MTL ; or
 - (d) amounts retained by Company for the purposes of the Mechanics' Lien Act, provided no liens have been registered in respect of CD0502 by subcontractors or suppliers of any tier.
8. Upon execution of this Amending Agreement, Contractor will submit a Payment Certificate for estimated progress on CD0502 to the end of January 2018. Notwithstanding that all

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work will not be completed and all documentation will not be submitted with the Payment Certificate referenced in the preceding sentence, Company shall review and Approve, as may be adjusted, the Payment Certificate by no later than December 21, 2017. Subsequent thereto, Contractor shall have until February 28, 2018 to submit all required documents for payment as required in CD0502. If Contractor fails to submit the required documents by February 28, 2018, then Company shall be entitled to revise the Payment Certificate accordingly. Company shall pay the amount on the Payment Certificate, as revised if need be, referenced in this paragraph by March 15, 2018.

Completion Compensation

9. Paragraph 5 of the April Amending Agreement is deleted in its entirety and replaced by the following:

"Provided Contractor completes Commissioning Static Checks and Dynamic Commissioning for Pole 1 ("Commissioning") in accordance with the dates below, Contractor shall be entitled to a completion compensation on CD0501 as follows:

- If Commissioning is completed on or before March 31, 2018, the completion compensation shall be ten million dollars (\$10,000,000.00).
- If Commissioning is not completed on or before March 31, 2018, the completion compensation shall decline at the rate of forty-four thousand four hundred forty-four dollars forty-four cents (\$44,444.44) per day commencing on April 1, 2018, for each day Commissioning has not been completed up to and including May 15, 2018.
- If Commissioning is completed on any day from May 16, 2018, and up to and including May 31, 2018, the completion compensation shall be five million dollars (\$5,000,000.00).
- If Commissioning is not completed on or before May 31, 2018, Contractor shall not be entitled to any completion compensation and liquidated damages shall apply in accordance with Article 37.1, as revised in this Amending Agreement."

10. Upon becoming entitled to completion compensation in accordance with paragraph 9, Contractor shall be deemed to have achieved a Payment Milestone for the purposes of Article 12.8 of CD0501 and be entitled to issue a Payment Certificate on CD0501. All Invoicing and payment procedures set out in Article 12 for CD0501 shall apply to the completion compensation payment.

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11. In paragraph 7 of the April Amending Agreement the reference to paragraph 5 of the April Amending Agreement is deleted.

CD0501 Amendment – Liquidated Damages

12. Subparagraph a of Article 37.1 in CD0501, as amended by paragraph 3(c) in the April Amending Agreement, is deleted and replaced by:

- a. If Commissioning Static Checks and Dynamic Commissioning for Pole 1 have not been completed prior to May 31, 2018, Contractor will pay Company liquidated damages commencing on June 1, 2018, in the amount of two hundred fifty thousand dollars (\$250,000.00) per day for each day that Commissioning Static Checks and Dynamic Commissioning for Pole 1 have not been completed up to a maximum of one hundred (100) days (to a maximum of \$25,000,000.00).

Release of Withholding Related to Liens

13. Company has withheld Thirty-Six Million One Hundred Twenty-One Thousand Five Hundred Six Dollars and 55/100th (\$36,121,506.55) from CD0501 and Ten Million Seven Hundred Sixty-Three Thousand Four Hundred Ninety Two Dollars and 57/100th (\$10,763,492.57) in respect of the following liens:

- a. J.D. Myles Construction Inc. – Mechanic’s Lien No. 18629;
- b. Capital Crane Limited – Mechanic’s Lien No. 18627; and
- c. Locke’s Electrical Limited – Mechanic’s Lien No. 18593.

Provided the above noted liens have been vacated, Company shall release funds withheld in respect of the liens on or before December 20, 2017. In the event the liens have not been vacated by December 20, 2017, on that date Company shall release the withheld funds except for nine million dollars (\$9,000,000.00).

Amendments to Exhibit 9 on CD0501 and CD0502

14. Exhibit 9 in each of CD0501 and CD0502, as amended by the April Amending Agreement, are each deleted in their entirety and replaced by the Appendix B for CD0501 and Appendix C for CD0502.

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Outstanding Change Request

- 15. LIL and LTC shall pay Contractor twelve million dollars (\$12,000,000.00), payable in accordance with paragraph 16, as full and final compensation for the Change Requests on CD0501 and CD0502 listed in Appendix D to this Amending Agreement.
- 16. Upon execution of this Amending Agreement:
 - (a) LIL shall issue a Change Order on CD0501 in the form in Attachment E to this Amending Agreement in the amount of seven million five hundred sixty thousand dollars (\$7,560,000.00) and Contractor shall be entitled to issue a Payment Certificate and invoice in respect of that Change Order; and
 - (b) LIL and LTC shall issue a Change Order on CD0502 in the form in Attachment E to this Amending Agreement in the amount of four million four hundred forty thousand dollars (\$4,440,000.00) and Contractor shall be entitled to issue a Payment Certificate in respect of that Change Order
- 17. All invoicing and payment procedures set out in Article 12 for CD0501 and CD0502 shall apply to the payment contemplated by paragraph 16.

Additional P&C Resources and Training

- 18. Contractor shall make reasonable commercial efforts to retain additional personnel mutually agreeable to the Parties by December 31, 2017, to support the protection and controls ("P&C") development and testing work in PES, Stafford and site integration. Contractor shall ensure retained additional personnel are fully empowered and integrated into Contractor's project team in PES.
- 19. Project progress updates from PES shall be provided to Company on a daily basis. Contractor shall also ensure any additional personnel retained pursuant to paragraph 18 have direct relevant experience with HVDC and HVAC controls and will be fully allocated for the duration of the Work on each of CD0501 and CD0502.
- 20. Company shall compensate Contractor for additional P&C personnel retained pursuant to paragraph 18 and for training on P&C as follows:
 - (a) by Change Order for additional P&C personnel on a reimbursable basis with an estimated value of four million dollars (\$4,000,000.00);

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- (b) by Change Order for training of personnel of Company and its Affiliates on P&C equivalent to the training provided to Contractor technicians, with an estimated value of one million dollars (\$1,000,000.00).

Purchase of Spare Capacitor Bank

21. Within thirty (30) Business Days following the effective date of this Amending Agreement Company will issue a Change Order to Contractor for the purchase of a bank of capacitors containing two hundred and four (204) model "727 KVAR" capacitors ("Capacitor Bank"), plus a spare allotment of ten (10) capacitors, for a purchase price of eight hundred forty thousand dollars (\$840,000.00), inclusive of testing and transportation. The Capacitor Bank and spares shall satisfy the requirements set out in ILK-SN-CD-8000-EL-TS-0023-01. The capacitor cans must be fitted in the respective racks suitable for installation, and provided with all installation components. All testing shall be performed in accordance with the Technical Specifications and, in addition, a minimum sample size of 2% of the capacitors in the Capacitor Bank shall undergo screening/accelerated ageing tests. All documentation shall be submitted to Company for Approval in accordance with the requirements of the Technical Specifications. Contractor shall deliver the Capacitor Bank and spares to Company at the Muskrat Falls Site or to a location determined by Company, on or before March 31, 2018.

Shunt Reactor

22. Company, at Company's sole cost, will supply and perform all necessary work to install and commission a 150 MVAR shunt reactor at Muskrat Falls ("Shunt"). However, if prior to or during the Warranty Period a Defect is discovered or a failure in the Work occurs then:
- (a) within ten days of the failure in the Work or the discovery of the Defect the Parties shall each assess whether or not the Shunt was a cause of the Defect or failure and provide the result of its assessment to the other Party;
 - (b) if the Parties agree that:
 - a. the Shunt was not a cause of the Defect or failure then Contractor shall rectify the Defect or failure in accordance with the terms of the Agreement;
 - b. the Shunt was the cause of the Defect or failure then Company shall be responsible for costs associated with any necessary repairs to the Work;
 - (c) if the Parties disagree as to whether the Shunt was a cause of the Defect or failure then the Parties shall have the disagreement resolved by Trans Grid Solutions (Winnipeg office) ("TGS") in accordance with the procedure set out in paragraph 23.

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If TGS is unable to act in this capacity then the Parties shall mutually agree on a replacement. If the Parties cannot agree on a replacement they shall each nominate a replacement and the two nominees shall jointly select a third nominee, and the three nominees shall act as a panel that shall make decisions on a majority basis. The single replacement or panel of three shall be deemed "TGS" for the purposes of paragraph 23.

23. For the purposes of resolving a disagreement described in paragraph 22(c):

- (a) within thirty (30) days of the discovery of the Defect or failure in the Work, each Party shall deliver a written submission to TGS that describes all necessary technical information in the Party's possession relevant to whether or not the Shunt was a cause of the Defect or failure in the Work;
- (b) within a reasonable time specified by TGS, a Party shall produce any additional information in its possession that TGS may request regarding the Shunt and the Defect or failure and respond to any questions TGS may have;
- (c) TGS shall determine whether the Shunt was a sole or partial cause of the Defect or failure and deliver its decision, and reasons therefor, in writing to each Party;
- (d) each Party shall be bound by the decision of TGS, and that:
 - a. if the decision is that the Shunt was the sole cause of the Defect or failure then Company shall be responsible for costs associated with any necessary repairs to the Work;
 - b. if the decision is that the Shunt was not a cause of the Defect or failure then Contractor shall rectify the Defect or failure in accordance with the terms of the Agreement;
 - c. if the decision is that the Shunt was the partial cause of the Defect or failure then Company shall be responsible for its proportionate share of the costs associated with rectifying the Defect or failure in accordance with the terms of the Agreement and Contractor shall be responsible for the balance of the costs of rectifying the Defect or failure in accordance with the terms of the Agreement.
- (e) if a Party fails to deliver submissions required by subparagraph (a) or fails to respond to in accordance with subparagraph (b) then that Party shall be responsible for all costs associated with rectifying the Defect or failure in accordance with the terms of the Agreement.

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24. Contractor shall collaboratively support associated interfaces as reasonably required to support Company's supply and integration of the shunt reactor at Muskrat Falls at no additional cost to Company and with no extension to the schedule for completion of any part of the Work (for greater certainty, including no changes to the dates for completion compensation described in paragraph 9 and for liquidated damages in paragraph 12).

Performance Bond Reduction CD0501

25. Company agrees that notwithstanding the face value of the security provided by performance bond number 6341859/948-073/BDTO-100103-014, and all riders thereto, currently held by LIL as security pursuant to Article 7 of CD0501 ("the Bond") Company's entitlement to the security under the Bond shall be reduced as follows:
- (a) upon completion of Static Checks and a Company Approved FAT software release for power transfer for Dynamic Commissioning for Pole 1, Company's entitlement shall be limited to sixty-five percent (65%) of the face value of the Bond; and
 - (b) upon completion of Static Checks and Company Approved FAT software release for power transfer for Dynamic Commissioning at Low Power, Company's entitlement shall be limited to forty percent (40%) of the face value of the Bond.
26. For greater certainty, Article 7.2(d) in CD0501 is amended by the addition of subparagraphs 25(a) and (b) above.
27. At any time after commencement of Dynamic Commissioning for Pole 1, Contractor may deliver to Company a replacement performance bond in the form set out in Exhibit 14 in an amount equivalent to the value specified by paragraph 25(a) as security for the proper performance of CD0501. Upon delivery of the replacement bond all rights of Company in respect of the Bond shall be extinguished.
28. At any time after commencement of Dynamic Commissioning at Low Power, Contractor may deliver to Company a replacement performance bond in the form set out in Exhibit 14 in an amount equivalent to the value specified by paragraph 25(b) as security for the proper performance of CD0501. Upon delivery of the replacement bond pursuant to this paragraph all rights of Company in respect of the Bond or any previous replacement bond shall be extinguished.
29. For greater certainty, the security provided by the Bond or any unextinguished replacement bond shall be maintained in place for three (3) years after the date for Substantial Completion as shown on the Substantial Completion Certificate as required by Article 7.1.

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Letters of Credit Changes

30. Within five (5) Business Days of the date of this Amending Agreement, Company agrees to issue a certificate to the Bank of Nova Scotia stating that the value of the letter of credit OSB35163GWS dated March 27, 2017, issued as security for civil works contractor Claims may be reduced by four million dollars (\$4,000,000.00).
31. Contractor shall, at its sole cost, obtain extensions to the final expiry dates for each of the following letters of credit:
- (a) Credit number OSB10923MTL issued by the Bank of Nova Scotia for Performance Security on CD0502, extend to June 30, 2018;
 - (b) Credit number SGBT762316 Issued by the Canadian Imperial Bank of Commerce for mechanics lien security, extend to December 31, 2018.

Mutual Release and Waiver of Claims

32. Except as noted in paragraph 35, each Party hereto, for itself and its Affiliates and each of their respective directors, officers, employees, agents, representatives, insurers, consultants, successors and assigns (collectively, the "Releasors"), irrevocably and unconditionally waives, 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, suits, proceedings, causes of action, claims, demands, costs (including all direct, indirect and impact costs), damages, expenses, losses, judgments, liabilities and obligations, both in law and in equity, whether express, implied or otherwise, and known which a Releasor now has or may hereafter have against a Releasee respecting, arising out of or in any way related to the performance or non-performance, up to and including December 15, 2017, of a Party's obligations under CD0501 and CD0502 including, without limiting the generality of the foregoing, claims arising from or relating to:
- (a) Change Requests;
 - (b) Extensions of time;
 - (c) Back charges;
 - (d) Credits associated with concessions;
 - (e) Damages for delay; and
 - (f) Liquidated damages.
33. Except for any claim or proceeding arising out of or related to a Civil Works Contractor's acts or omissions and as noted in paragraph 35, a Party, its Affiliates and each of their respective directors, officers, employees, agents, representatives, insurers, consultants, successors and assigns, will not make any claim or take or maintain any proceedings against

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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 up to and including November 30, 2017, relating to in any way to CD0501 and CD0502 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.

34. Paragraph 32 and 33 do not apply to:

- (a) any Claims LIL and/or LTC may have for Defects in Work on CD0501 and CD0502;
- (b) as set out in Exhibit 17 in each of CD0501 and CD0502, a Party's responsibility for any amounts paid or payable to a civil works contractor;
- (c) any Defect or failure in the Work which occurs after November 30, 2017, caused by Company supplied equipment or materials at a Worksite that had been installed after February 2, 2017;
- (d) any Change Requests that are not included in Appendix D that have been submitted by Contractor to Company on or before November 30, 2017, and are currently being processed by Company; and
- (e) any work performed in error by Contractor and which was work that was the responsibility of Company to perform.

35. For greater certainty, the provisions of the release and waiver of claims in paragraphs 14 to 16, inclusive, of the April Amending Agreement remain in full force and effect and are not modified in any way by this Amending Agreement.

Expedited Change Request Process

36. Notwithstanding Article 26.6 but provided Contractor has complied with Article 26.8, Company shall assess and respond to any Change Request issued by Contractor pursuant to Article 26.7 within thirty (30) days of receipt. Company's response shall be in writing, shall advise Contractor that the Change Request is accepted, accepted in part or rejected, and shall set out the reasons therefore.

37. In the event Company rejects a Change Request issued by Contractor in whole or in part, Contractor may require that its Change Request be assessed by mutually agreeable an independent third party ("ITP"). If the Parties cannot agree on an ITP then each Party shall name an ITP and the two ITPs shall jointly select a third ITP, and the three ITPs shall act an ITP panel that shall make decisions on a majority basis.

38. Contractor's Change Request as submitted to Company and Company's response to Contractor shall be provided to ITP for ITP's determination, based on those submissions, as to whether Contractor is entitled under the terms of the Agreement to receive a Change

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Order and to the value thereof. The Parties shall be bound by the decision of the ITP and each Party waives its right to issue a Notice of Dispute in respect of the Change Request and decision of the ITP.

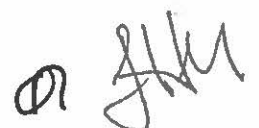
Amendments to Change Orders Issued re Bird Heavy Civil Settlement

39. Company shall amend Change Order #32 on CD0501 and Change Order #38 on CD0502 to postpone the reimbursement of Contractor's contribution to the settlement of the Bird Heavy Civil claim on contract package CD0504-001; the reimbursement shall be postponed from 2017 to a deduction from the first Payment Certificate and invoice in 2018.

General

40. Unless otherwise defined in this Amending Agreement, all capitalized terms and expressions used herein shall have the meaning respectively ascribed thereto in CD0501, CD0502 and the April Amending Agreement.
41. This Amending Agreement shall be effective from the date hereof and shall remain in full force and effect from such date.
42. Unless otherwise stated, references to a paragraph number are references to that numbered paragraph in this Amending Agreement.
43. This Amending Agreement includes Appendices A through E, inclusive.
44. This Amending Agreement is supplementary to CD0501, CD0502 and the April Amending Agreement and is read with and construed in accordance with CD0501, CD0502 and the April Amending Agreement, as the case may be, as if this Amending Agreement and each of CD0501 and CD0502, as amended, constitute one (1) agreement.
45. Except as this Amending Agreement otherwise provides, each of CD0501, CD0502 and the April Amending Agreement are in all respects ratified and confirmed and all terms, provisions and covenants thereof shall remain in full force and effect.
46. This Amending Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.
47. Notwithstanding execution of this Amending Agreement by the Parties, this Amending Agreement shall be subject to and conditional upon:

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- (a) all written consents from parties to the LCP financing agreements that are required by the terms of those agreements;
- (b) written confirmation by the surety, that it has had notice of the terms and conditions of this Amending Agreement and that the performance bond, number 6341859/948-073/BDTO-100103-014, and all riders thereto currently held by LIL as security pursuant to Article 7 of CD0501, retain their full and unimpaired validity, force and effect except as amended pursuant to this Amending Agreement.

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

LABRADOR TRANSMISSION CORPORATION

Per: John MacKinnon
 Title: EMP Power Supply

Per: [Signature]
 Title: President & CEO

GRID SOLUTIONS CANADA ULC

Per: [Signature]
 Title: Director

LABRADOR-ISLAND LINK LIMITED PARTNERSHIP, by its general partner Labrador-Island Link General Partner Corporation

Per: John MacKinnon
 Title: EMP Power Supply

Per: [Signature]
 Title: President & CEO

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[Handwritten initials]

Execution Page to an Amending Agreement between Labrador-Island Link Limited Partnership, Labrador Transmission Corporation and Grid Solutions Canada ULC and dated as of the 14th day of December, 2017.

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Appendix A
Payment Certificate List

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Current Payment Certificate Status CD0501 and CD0502

CD0501

Number	Period		Claimed Amount	Reviewed Amount	Back-up Provided?	Status
	From	To				
#60	15-Sep-17	30-Sep-17	\$4,208,206.00	\$4,225,037.00	Yes	Approved
#61	01-Oct-17	31-Oct-17	\$12,678,482.80	\$12,578,634.51	Yes	Routing for Approval
#62	01-Nov-17	31-Dec-17	\$27,981,108.00	\$25,994,242.72	Partial	Routing for Approval
#63	01-Nov-17	31-Dec-17	\$14,051,195.00	\$9,124,908.00	No	Routing for Approval

CD0502

Number	Period		Claimed Amount	Reviewed Amount	Back-up Provided?	Status
	From	To				
#43	15-Sep-17	31-Oct-17	\$2,644,017.21	\$2,664,017.21	Yes	Approved
#44	31-Oct-17	31-Dec-17	\$7,881,603.29	\$7,881,603.24	No	Routing for Approval

**All amounts are exclusive of holdback and HST

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Appendix B
Revised Exhibit 9 - CD0501

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Exhibit 9 Rev 1 (8-Dec-2017)
Work and Milestone Schedule
Package Number: CD0501

EXHIBIT 9
WORK AND MILESTONE SCHEDULE



Exhibit 9 Rev 1 (8-Dec-2017)
 Work and Milestone Schedule
 Package Number: CD0501

Work and Milestone Schedule

<u>Item:</u>	<u>Key Milestones:</u>	<u>Date</u>
1	Contract award (may take form of Limited Notice to Proceed)	31-MAR-2014
2	Access to Muskrat Falls Converter Site	01-SEP-2014
3	Access to Soldiers' Pond Converter Site	01-NOV-2014
4	Access to Forteau Point Transition Compound Site – based on civil/foundations done by COMPANY to CONTRACTOR engineering documents	02-JUN-2016
5	Access to Shoal Cove Transition Compound Site – based on civil/foundations done by COMPANY to CONTRACTOR engineering documents	02-JUN-2016
6A	CONTRACTOR completion of static checks for Pole 1 – all sites	31-MAR-2018
6B	CONTRACTOR completion of static checks for Bi-pole – all sites	30-NOV-2018
7A	Power available at Soldiers Pond (1.25 MVA @ 25 kV)	08-JUL-2017
7B	Power available at Churchill Falls @ 735kV (based on planned outages at CF(L)Co.)	18-AUG-2017
7C	Power available at Muskrat Falls @ 315kV (based on transmission line energization at Churchill Falls).	15-OCT-2017
7D	Power available at Forteau Point @ 13.8kV	01-JUL-2017
7E	Power available at Shoal Cove @ 13.8kV	15-JUL-2017
7F	Contractor to provide 48Vdc to Company for Telecoms Soldiers Pond	2-AUG-2017
7G	Contractor to provide 48Vdc to Company for Telecoms at Muskrat Falls	23-SEP-2017
7H	Contractor to provide 48Vdc to Company for Telecoms at Forteau Point	20-AUG-2017
7I	Contractor to provide 48Vdc to Company for Telecoms at Shoal Cove	12-SEP-2017
7J	COMPANY to provide CONTRACTOR with Telecom Communication Available at Muskrat Falls and Soldiers Pond	27-OCT-2017
7K	COMPANY to provide CONTRACTOR with Telecom Communication Available at Forteau Point	21-SEP-2017
7L	COMPANY to provide CONTRACTOR with Telecom Communication Available at Shoal Cove	20-OCT-2017
8A	CONTRACTOR Completion of Dynamic Commissioning at Low Power for Pole 1	31-MAR-2018
8B	CONTRACTOR Completion of Dynamic Commissioning at Low Power for Bi-pole	31-JAN-2019

Exhibit 9 Rev 1 (8-Dec-2017)
 Work and Milestone Schedule
 Package Number: CD0501

9A	CONTRACTOR Completion of Trial Operation at Low Power for Pole 1	09-JUN-2018
9B	CONTRACTOR Completion of Trial Operation at Low Power for Bi-pole	30-APR-2019
10	CONTRACTOR Substantial Completion	30-APR-2019
11	CONTRACTOR start of Burn-in Period. Estimated duration = 3 consecutive months after substantial completion; May be interrupted and/or waived if Dynamic Commissioning at High Power is started prior to or during the burn-in period	30-APR-2019 to 15-JUL-2019
12	CONTRACTOR start of Dynamic Commissioning at High Power. Estimated duration = 2 months	To be Confirmed
13	CONTRACTOR start of Trial Operation at High Power. Estimated duration = 1 month, maximum 3 months	To be Confirmed

Appendix C
Revised Exhibit 9 – CD0502

Agreement No.: CD0501 Amendment No.: 6
Agreement No.: CD0502 Amendment No.: 3
(28294103)



Exhibit 9 Rev 0 (8-Dec-2017)
Schedule
Agreement Number: CD0502-001

EXHIBIT 9
SCHEDULE



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Exhibit 9 Rev 0 (8-Dec-2017)
 Schedule
 Agreement Number: CD0502-001

Schedule

Item	Milestone	Date
1	Power available at Soldiers Pond (1.25 MVA @ 25 kV)	8-JUL-2017
2	Power available at Churchill Falls @ 735kV (based on planned outages at CF(L)Co.)	18-AUG-2017
3	Power available at Muskrat Falls @ 315kV (based on transmission line energization at Churchill Falls)	15-OCT-2017
4	Substantial Completion – All Sites	18-May-2018

Appendix D
Change Request List

Agreement No.: CD0501 Amendment No.: 6
Agreement No.: CD0502 Amendment No.: 3
(28294103)



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CHANGE REQUESTS FOR CD0501 AND CD0502 REV 3 (8-Dec-2017)

CHR #	CD0501
CHR-2029	Missing First Layer of 150mm Granular Fill MFA-SOP
CHR-2030	MFA Accommodation Costs- 2-Feb to 31-Aug-2017
CHR-2032	MFA-Site Shutdown between 11-Apr-2017 and 15-Apr-2017
CHR-2033	SOP-Site Shutdown on 25-May-2017
CHR-2034	Equipment Shipped by Airfreight
CHR-2036	SOP-ac Yard Unsuitable Fill Material
CHR-2027	Converter Transformers deliveries at MFA - Costs + Contractor Personnel Hours
CHR-2038	Converter Transformers deliveries at MFA - Accommodation and Security
CHR-2043	Inspection Report for Shoal Cove
CHR-2045	MFA - DC Yard - Import of Conforming Material for Mass Backfill
CHR-2050	Change of Filter Pad Orientations
CHR-2051	Deviation of Road due to Piling (Withdrawn)
CHR-2053	Additional Drilling for Fence
CHR-2054	Installation of Spare Transformer
CHR-2055	Additional Cost for Transformer Heating
CHR-2056	Transition Compound Remaining Work
CHR #	CD0502
CHR-0023	P&C Modifications in Existing CF(L)Co Building
CHR-0027	Power Plant Free Issued Panels at MFA
CHR-0028	Remote Monitoring of Analogue Output
CHR-2024	CFE-P&C Cables
CHR-2025	Missing First Layer of 150mm Granular Fill MFA-SOP-CFA
CHR-2027	MFA Accommodation Costs- 2-Feb to 31-Aug-2017
CHR-2028	MFA-Site Shutdown between 11-Apr-2017 and 15-Apr-2017
CHR-2029	SOP-Site Shutdown on 25-May-2017
CHR-2036	Rock Excavation for Fence Posts at CF
CHR-2037	Rock Excavation for Fence Posts at MF
CHR-2040	CFA - FWOs 19, 20, 21, 22, and 24

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Appendix E
Form of Change Orders for CD0501 and CD0502

Agreement No.: CD0501 Amendment No.: 6
Agreement No.: CD0502 Amendment No.: 3
(28294103)



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LOWER CHURCHILL PROJECT	CHANGE ORDER Between Company and Contractor
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Agreement No:	CD0501-001	CHO No. (Aconex No.):	CHO-CD0501001-0039
Agreement Title:	Supply and Install Converter Stations and Transition Compounds	Rev. No:	0
Company:	Labrador-Island Link Limited Partnership	CHR No. (Aconex No.):	N/A
Contractor:	Grid Solutions Canada Inc.	Date:	14-Dec-2017
Change Title:	Amending Agreement #6		

Description of Change:
 This Change Order is being issued pursuant to paragraphs 15 and 16 of Amending Agreement #6 for settlement of all Change Requests identified in Appendix D of Amending Agreement #6 and the following Field Work Orders (FWOs):

- FWO-CD0501001-0001 to FWO-CD0501001-0006 and FWO-CD0501001-0008.

Invoicing of 100% of the Change Order amount as per Article 12 of the Agreement shall be done after signature of Amendment #6 and Change Order CHO-CD0501001-0039.

Contrary to Article 12.13, Contractor will not be required to submit a separate invoice or Payment Certificate for this Change Order.

Supporting Information that forms part of this Change Order:
 Amending Agreement Number 6 Including Appendices (attached)

Prime Agreement Change Includes: <input checked="" type="checkbox"/> Price <input checked="" type="checkbox"/> Schedule Adjustment Type: <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Unit Rate <input type="checkbox"/> Fixed Amount <input type="checkbox"/> Estimate <input type="checkbox"/> Reimbursable	Adjustment to Contract Price Original Contract Price \$369,648,625.20 Previous Change Orders Price \$105,174,736.42 This Change Order Price \$7,560,000.00 Total Contract Price to Date \$482,383,361.62
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Impact on Control Schedule: none
 Revised Finished Date: As mentioned in Amending Agreement 06
 This Change Order shall form and be read and construed as an integral part of the above-noted Agreement. The above adjustment to the Contract Price constitutes full compensation (including all impact costs) to the Contractor for the above Change.

APPROVAL			
Issued by Company: Supply Chain Manager or Delegate Name: Pat Hussey Signature: _____ Date: _____ Company Representative Name: Stephen Follett Signature: _____ Date: _____		Acknowledgement of Contractor Receipt: Signature: _____ Name: _____ Date: _____	

LOWER CHURCHILL PROJECT	CHANGE ORDER Between Company and Contractor
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Agreement No: <u>CD0502-001</u>	CHO No. (Account No.) <u>CHO-CD0502001-0039</u>
Agreement Title: <u>Construction of AC Substations</u>	Rev. No: <u>0</u>
Company: <u>LTC and LILLP</u>	CHR No. (Account No.) <u>N/A</u>
Contractor: <u>Grid Solutions Canada Inc.</u>	Date: <u>14-Dec-2017</u>
Change Title: <u>Amending Agreement #3</u>	

Description of Change:
This Change Order is being issued pursuant to paragraphs 15 and 16 of Amending Agreement #3 for settlement of all Change Requests identified in Appendix D of Amending Agreement #3.

Invoicing and Payment:

Item	SPV	Description	QTY	Unit	Unit Price (\$CDN)	Total (\$CDN)
6g	LTC	Amending Agreement #3	1	LS	\$3,241,200.00	\$3,241,200.00
6h	LIL	Amending Agreement #3	1	LS	\$1,198,800.00	\$1,198,800.00

Invoicing of 100% of the Change Order amount as per Article 12 of the Agreement shall be done after signature of Amending Agreement #3 and Change Order CHO-CD0502001-0032. Section 12.4, Contractor will not be required to submit a separate Invoice or Payment Certificate for this Change Order.

Supporting information that forms part of this Change Order:

- Amending Agreement #3 including Appendices (attached)

Prime Agreement Change Includes: <input checked="" type="checkbox"/> Price <input checked="" type="checkbox"/> Schedule Adjustment Type: <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Unit Rate <input type="checkbox"/> Fixed Amount <input type="checkbox"/> Estimate <input type="checkbox"/> Reimbursable	Adjustment to Contract Price Original Contract Price <u>\$187,411,577.33</u> Previous Change Orders Price <u>\$28,513,681.62</u> This Change Order Price <u>\$4,440,000.00</u> Total Contract Price to Date <u>\$220,365,258.95</u>
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Civil Works Baseline Change Includes: <input type="checkbox"/> Price <input type="checkbox"/> Schedule Adjustment Type: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Unit Rate <input type="checkbox"/> Fixed Amount <input type="checkbox"/> Estimate <input type="checkbox"/> Reimbursable <input checked="" type="checkbox"/> N/A	Adjustment to Civil Works Baseline Original CW Baseline Price <u>\$80,052,846.00</u> Previous Change Orders Price <u>(\$25,128,113.81)</u> This Change Order Price <u>\$0.00</u> Total CW Baseline Price to Date <u>\$54,924,732.19</u>
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Impact on Control Schedule: None.
Revised Finished Date: As mentioned in Amending Agreement #3.

This Change Order shall form and be read and construed as an integral part of the above-noted Agreement. The above adjustment to the Contract Price constitutes full compensation (including all impact costs) to the Contractor for the above Change.

APPROVAL

Issued by Company: _____ Supply Chain Manager or Delegate Name: Pat Hussey Signature: _____ Date: _____ Company Representative Name: Stephen Follett Signature: _____ Date: _____	Acknowledgement of Contractor Receipt: Signature: _____ Name: _____ Date: _____
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