

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

**THIS AMENDING AGREEMENT NUMBER 7 for CD0501-001
THIS AMENDING AGREEMENT NUMBER 4 for CD0502-001**

AND each Amending Agreement noted above is made as of the 31st day of January 2019 (collectively the "January 2019 Amending Agreement").

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 -

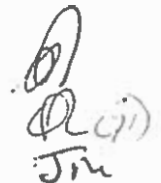
GRID SOLUTIONS CANADA ULC, a body incorporated under the laws of the Province of British Columbia, and having its head office in the City of La Prairie, in the Province of Quebec (hereinafter referred to as "Contractor") of the second part.

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, 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;

WHEREAS, 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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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 2017 Amending Agreement”);

WHEREAS, the Parties entered into Amending Agreement Number 6 for CD0501-001 and Amending Agreement Number 3 for CD0502-001 dated the 14th day of December 2017 (“December 2017 Amending Agreement”);

AND WHEREAS, the Parties wish to amend CD0501, CD0502, the April 2017 Amending Agreement, and the December 2017 Amending Agreement as hereinafter set forth in this Amending Agreement;

NOW THEREFORE THIS JANUARY 2019 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, CD0502, the April 2017 Amending Agreement, and the December 2017 Amending Agreement shall each be amended as follows:

Amendments to Previous Amending Agreements

1. Paragraph 2(b) of the April 2017 Amending Agreement is deleted and replaced with the following:

2(b) Based on the assumptions listed in Appendix A, FAT and initial regression testing of the Bipole shall be completed, as verified by the ITP, by August 31, 2019, and Dynamic Commissioning at Low Power, with the functionality specified in CD0501, shall be completed by October 31, 2019.

2(c) The dates in paragraph 2(b) are based on agreement on the disposition of the issues identified in Appendix B (each an “Issue”) by the Parties’ technical teams at a meeting in Stafford, UK, by February 13, 2019, with disposition of the issues as follows:

- (i) the Issue is not required at any time; or
- (ii) the Issue is required but can be delivered after Dynamic Commissioning at Low Power as a future software release and the Parties shall agree on the schedule and/or cost impact; or
- (iii) the Issue must be delivered before Dynamic Commissioning at Low Power and the Parties shall agree on the schedule and/or cost impact, if any, for P&C software delivery for Bipole.

2(d) In the event the Parties are unable to agree on the categorization or time and price impact of any Issue listed in Appendix B of this January 2019 Amending Agreement by 13-Feb-2019, the Parties agree that:

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- (i) they will, no later than 18-Feb-2019, retain an independent adjudicator (“IA”) to assess the Issue and to make a determination on the categorization or time and cost impact;
- (ii) if the Parties cannot agree on an IA then each Party shall name an IA and submit the names of the two IAs to a court of competent jurisdiction in Newfoundland and Labrador for resolution as to which IA will be named to resolve the dispute over the Issue; and
- (iii) the Issue will be submitted to the IA with both Party’s positions and the IA, based on those submissions, will make a determination;
- (iv) the Parties shall be bound by the decision of the IA and each Party waives its rights to issue a Notice of Dispute with respect to the determination made by the IA on Issue; and
- (v) the Parties agree that the cost of the IA shall be paid equally between the Parties.

2(e) Subject to paragraph 2(f), or greater certainty, the existing technical and performance requirements obligations for Bipole in CD0501 and the April 2017 Amending Agreement remain unchanged, however the completion date for Dynamic Commissioning at Low Power for Bipole shall be October 31, 2019, in accordance with paragraph 2(b) of the April 2017 Amending Agreement, as revised above.

2(f) Notwithstanding anything to the contrary in this January 2019 Amending Agreement, pursuant to Change Order CD0501001-0021, the potential impacts of ac filter modifications of the performances of the HVdc shall be addressed, if needed, in a Change Order.

- 2. Paragraph 5 of the April 2017 Amending Agreement, as amended by paragraph 9 of the December 2017 Amending Agreement, is deleted in its entirety.
- 3. Paragraph 6 of the April 2017 Amending Agreement is deleted in its entirety and replaced with the following:
 - 6. Provided Contractor completes Bipole Static and Dynamic Commissioning at Low Power in accordance with the dates below, Contractor shall be entitled to a completion compensation as follows:
 - If Commissioning Static Checks and Dynamic Commissioning at Low Power is completed on or before October 31, 2019, the completion compensation will be seven million five hundred thousand dollars (\$7,500,000.00).
 - If Commissioning Static Checks and Dynamic Commissioning at Low Power are not completed on or before October 31, 2019, the completion compensation will decline

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each day in equal increments of two hundred fifty thousand dollars (\$250,000.00) commencing on November 1, 2019.

- If Commissioning Static Checks and Dynamic Commissioning at Low Power are not completed before November 30, 2019, Contractor shall not be entitled to completion compensation and liquidated damages shall apply in accordance with Article 37.1, as revised.
4. Article 17(a) in CD0501, as amended in paragraph (3b) in the April 2017 Amending Agreement, is deleted and replaced by the following:

17.1(a) Contractor shall provide a general warranty for the Work as follows:

- (i) The Warranty Period for Work necessary for Pole 1 operation, including equipment listed in Attachment B to the April 2017 Amending Agreement, commenced on November 1, 2018, and shall continue for a period of thirty-six (36) months therefrom;
- (ii) Except for equipment listed in Attachment B to the April 2017 Amending Agreement and Work necessary for Pole 1 operation, the Warranty Period for all Work supplied for Bipole operation shall commence on the date that Trial Operation at Low Power of Bipole is completed and continue for a period of thirty-six (36) months;
- (iii) For any equipment for which Contractor has not provided preservation records in accordance with the Technical Requirements by the date on the Final Completion Certificate, the Warranty Period in subparagraphs (i) and (ii) shall be extended by an additional twelve (12) months;
- (iv) Notwithstanding the periods described by subparagraphs (i) and (ii) above, in no event shall a Warranty Period extend later than forty-eight (48) months from the date of final delivery of the last major material identified in the Terms of Payment, Main Equipment List, set out in Exhibit 2 – Compensation;
- (v) Contractor agrees that during the Warranty Period it shall at its own expense promptly:
 - i. correct any Work applicable to that Warranty Period which is not in accordance with this Agreement;
 - ii. rectify and make good or cause to be rectified and made good all Defects in the Work applicable to that Warranty Period which are detected and discovered; and



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- iii. have available at the Worksites or at a proximate location to the Worksites all necessary equipment, spare parts and labour to comply with the foregoing obligations.

- 5. Article 37.1 in CD0501, as amended by paragraph 3(c) in the April 2017 Amending Agreement and paragraph 12 in the December 2017 Amending Agreement, is deleted and replaced by:
 - a. No liquidated damages shall apply to Pole 1 requirements.
 - b. If Commissioning Static Checks and Dynamic Commissioning at Low Power for Bipole have not been completed by November 30, 2019, Contractor will pay Company liquidated damages on CD0501 at the rate of two hundred thousand fifty dollars (\$250,000.00) per day for each day of delay commencing on December 1, 2019, to a maximum of fifteen million dollars (\$15,000,000.00).

- 6. Paragraphs 29 – 35, inclusive, in the April 2017 Amending Agreement are deleted in their entirety and not replaced.

- 7. Paragraph 20 in the December 2017 Amending Agreement is deleted in its entirety and not replaced.

- 8. Exhibit 9 in each of CD0501 and CD0502, as amended by the April 2017 Amending Agreement and the December 2017 Amending Agreement are deleted in their entirety and replaced by the Appendix C for CD0501 and Appendix D for CD0502.

Software Release Completion

- 9. Contractor shall remove the 130MW power transfer limitation using Application Explorer (“Apex system”) on version 15 of the P&C software for Pole 1 operation by February 7, 2019.

- 10. Company shall pay Contractor ten million dollars (\$10,000,000.00) for version 17(c) of the P&C software for Pole 1 or Pole 2 operation, as advised by Company, with payment as follows:
 - (a) Five million dollars (\$5,000,000.00) upon delivery to Company of version 17(c); and
 - (b) Five million dollars (\$5,000,000.00) when installed, commissioned and functionality validated on Site between April 1 and June 15, 2019, complete with 130MW Power Transfer limitation removed using the Apex system; in the event version 17(c) is not installed by June 15, 2019, Company shall pay Contractor the amount

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referenced in this subparagraph by June 28, 2019, and Contractor shall install version 17(c) at a later date as requested by Company.

Power Transfer Support

11. Company will transfer power using Pole 1 from October 1, 2018 up to and including April 30, 2019 ("Power Transfer Period").
12. Company shall pay Contractor one million two hundred thousand dollars (\$1,200,000) per month for six (6) months beginning November 1, 2018, for Contractor to provide resources and support for the daily power transfer during the Power Transfer Period (i.e., six payments of \$1,200,000).
13. Contractor shall provide the following personnel resources during the Power Transfer Period on a rotational basis:
 - (a) Herve Venturi, Commissioning Manager located at St. Johns
 - (b) Basil Jenifer, HVdc Engineer located at Soldiers Pond and St. Johns
 - (c) Norman Perreault, Equipment Engineer / Supervisor located at Soldiers Pond
 - (d) Darren Phillips, Equipment Engineer / Supervisor located at Soldiers Pond
 - (e) Stephen Butt, P&C Technician / Equipment Specialist located at Soldiers Pond (travels between the Sites)
 - (f) Lucas Feehan, P&C Technician / Equipment Specialist located at Soldiers Pond (travels between the Sites)
 - (g) 2 HVdc Specialist Engineers at Soldiers Pond
 - (h) 2 HVdc Specialist Engineers at Muskrat Falls
14. Contractor shall ensure that remote support (both Contractor's resources and subcontractor / supplier resources including remote P&C software facility) is available 24 hours per day (on Muskrat Falls and Soldiers Pond Sites 10 hours per day 9am -7pm, and balance of the day on call), 7 days per week to resolve technical issues associated with Pole 1 operation as they arise at the Muskrat Falls and Soldiers Pond Sites during the Power Transfer Period. Technical issues causing a trip or power outage shall be considered high priority and Contractor shall provide a response to such technical issue within 24 hours.
15. In addition to services described in paragraph 14 above, Contractor shall as soon as practicable:
 - (a) troubleshoot and mobilize support personnel and equipment to expeditiously re-establish continuous power transfer in the event of an interruption; and



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- (b) troubleshoot and mobilize support personnel and equipment to expeditiously restore system availability in the event of a system limitation affecting continuous power transfer.
16. Notwithstanding Company's transfer of power during the Power Transfer Period, if there is any loss of or damage to Pole 1 equipment during Pole 1 operation Contractor shall expeditiously carry out all necessary remedial work and supply any necessary parts and equipment to repair the damage or replace the loss, provided that the loss or damage was caused:
- (a) by a Defect, then the remedial work shall be deemed to have been performed under the Warranty provisions of CD0501 and/or CD0502;
 - (b) by Contractor during construction of the Bipole, then the remedial work shall be at Contractor's cost.
17. Company shall procure and maintain at Company's expense appropriate insurance to cover Company for power transfer operations during the Power Transfer Period. Except for any loss or claim caused by or arising from Contractor's gross negligence:
- (a) Company's insurance shall contain a waiver of subrogation clause against Contractor; and
 - (b) Company shall be responsible for paying any applicable insurance deductibles on any insurances that may be responsive to a claim that occurs during the Power Transfer Period.
18. Subject to paragraph 16 above in this January 2019 Amending Agreement, unless caused by or arising from Contractor's gross negligence Contractor shall not be responsible for any loss or liability arising out of Contractor's power transfer support during the Power Transfer Period, including, but not limited to, risk or damages associated with any statutory liability, personal injury, property damage, or any damages associated with contract, warranty, indemnity, tort liability (including negligence), strict liability, or otherwise.
19. For greater certainty, the provisions in Article 21.13 of CD0501 and Article 21.13 of CD0502 shall apply to the services provided by Contractor pursuant to paragraphs 13 to 15 in this January 2019 Amending Agreement, inclusive.
20. Unless caused by or arising from Contractor's gross negligence, Company agrees to defend, or pay for the defense of, indemnify, and hold Contractor harmless from any and all claims, suits, damages or demands arising out of Contractor's support during the Power Transfer Period.

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Additional P&C Resources

21. Contractor shall deliver additional P&C support by providing engineers experienced in all software and hardware related aspects of, but not limited to, DS Agile, HMI, and Series V.
22. Company shall pay Contractor four million dollars (\$4,000,000.00) for additional P&C software resources listed in Appendix E. Contractor shall be entitled to issue a Payment Certificate and invoice upon execution of this January 2019 Amending Agreement.

Completion Support

23. Company will provide at its cost the Site services listed in Appendix F that had been previously performed by Contractor at Muskrat Falls Site, Soldiers Pond Site, Shoal Cove Site and Forteau Point Site commencing on the date set out in Appendix F for the service.
24. Company shall pay Contractor fifty per cent (50%) for warehouse costs incurred by Contractor, to a maximum of twenty-five thousand dollars (\$25,000.00) per month, for equipment, materials and spares to be delivered by Contractor to Company and stored at Contractor storage facilities ("Stored Materials") commencing February 1, 2019. Company shall pay such amount for Stored Materials until such time as Stored Materials are moved to one or more Company storage facilities. Contractor shall pay for transport of Stored Materials to its facility and Company shall pay for transport from Contractor's storage facilities to Company storage facilities.
25. For the Site services set out in Appendix F that are being performed by Company adjacent to any structure, equipment or material installed by Contractor or stored on Site by Contractor, Contractor shall be responsible to direct the performance of the Site services. Unless caused by or arising from Company's gross negligence, Company shall not be responsible for any loss or liability arising out of Company's performance of Site services, including, but not limited to, damages associated with any delay, statutory liability, personal injury, property damage, or any damages associated with contract, warranty, indemnity, tort liability (including negligence), strict liability, or otherwise.
26. Company and Contractor agree that the "Side Agreement for Rising Edge Technologies ("RET") Employees" dated November 9, 2017, is amended by deleting paragraph 2 d and replacing it with:

"Company shall pay RET directly for services provided to Contractor hereunder up to and including December 31, 2019, as stated under Company's agreement with RET, and as of December 31, 2019, Company's obligation to pay for any service provided by RET to Contractor after that date shall cease. "

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27. Company shall not be responsible for any loss or liability arising out of RET's performance or non-performance of services provided to Contractor, including, but not limited to, damages associated with any delay, statutory liability, personal injury, property damage, or any damages associated with contract, warranty, indemnity, tort liability (including negligence), strict liability, or otherwise.
28. Except where expressly stated to be excluded and except where Company or Company's Other Contractors have taken over activities, Contractor shall be responsible for completing the Work, rectifying any Defects in the Work and complying with its Warranty obligations.

CD0502 Substantial Completion

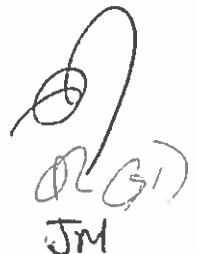
29. Article 25.1 in CD0502 is deleted in its entirety and replaced with the following:

"25.1 Company shall issue a Substantial Completion Certificate stating that Substantial Completion of the Work is deemed to have occurred as of November 1, 2018."

30. Articles 25.2 and 25.3 in CD0502 are each deleted and replaced with "not used".

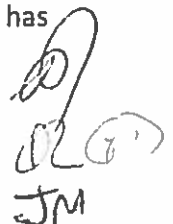
31. Prior to Final Completion, Contractor shall:

- (a) deliver to Company all drawings, specifications, calculations, test data, performance data, equipment descriptions, equipment and system installation instruction manuals, integrated and coordinated operation and maintenance manuals, data, training aids and other technical documentation and information, for Company to use and maintain the Work;
- (b) deliver to Company all software and licenses;
- (c) deliver to Company all spares described in the Technical Specifications
- (d) deliver to Company the latest available clearance certificate from the Workers' Compensation Commission of Newfoundland and Labrador that no assessments or other amounts are owing to the date therein specified;
- (e) have removed all Contractor Group's Personnel, supplies, equipment, materials, rubbish and temporary facilities, except those reasonably required for completion of outstanding Punch List items and any remaining Work, from the Worksite so that the Worksite is neat, clean and safe;
- (f) have assigned to Company all representations, warranties, guarantees and obligations which Contractor received from Subcontractors subject to Contractor's right to retain the benefit of all Subcontractors that Contractor requires to complete the Work;



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- (g) complete the punch list attached as Appendix G to this January 2019 Amending Agreement, and Appendix G shall be the Punch List for the purposes of Article 25 of CD0502; and
 - (h) Contractor shall have removed all exceptions from the Approved Ready for Operations Handover Certificate from Company.
32. If any document or spare required by paragraph 31 is not delivered by for the date specified for Final Completion in Exhibit 9 (as revised herein), Company may satisfy the requirement or employ others to satisfy the requirement and Contractor shall be liable for and pay Company one hundred ten percent (110%) the reasonable cost of doing so, and Company may deduct such amount from any amount otherwise owing to Contractor, without affecting any Warranty.
33. Within five (5) Business Days of execution of this January 2019 Amending Agreement by the Parties, Company will issue a Change Order for additional compensation in the lump sum amount of three million dollars dollar (\$3,000,000.00) payable to Contractor at Final Completion of CD0502, less any liens registered in respect of CD0502 that have not been vacated, for all work and services performed by Contractor to satisfy its CD0502 Final Completion obligations including, without limiting the foregoing, delivery to Company of all documents described paragraph 31 and completing the Punch List in Appendix G hereto.
34. Articles 17.1 and 17.2 of CD0502 are deleted and replaced by the following:
- "17.1 Except for Work which is subject to the warranty in Article 17.2, Contractor agrees that, for a period of three (3) years following October 1, 2018 ("General Warranty Period"), it shall at its own expense promptly:
 - (a) correct any Work which is not in accordance with this Agreement;
 - (b) rectify and make good or cause to be rectified and made good all Defects in the Work which are detected and discovered; and
 - (c) have available at the Worksites or at a proximate location to the Worksites all necessary equipment, spare parts and labour to comply with the foregoing obligations.
 - 17.2 Contractor shall provide to Company a products and workmanship warranty on any products, materials, and equipment incorporated into the Work to remain in effect forty-two (42) months from the completion of Commissioning Static Checks for each Site ("Products Warranty Period"). Such warranties shall provide for replacement of the component parts of such products or equipment or replacement of materials and shall cover incidental direct costs incurred by Company arising out of Defects in or failure of the warranted product, materials or equipment. For any equipment for which Contractor has



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not provided preservation records in accordance the Technical Requirements by the date of completion of Commissioning Static Check for a Site in which the products, materials, and equipment have been incorporated into the Work, the Products Warranty Period shall be extended by an additional twelve (12) months."

- 35. Contractor shall issue a Payment Certificate and invoice for four hundred eighty four thousand three hundred fifty dollars (\$484,350.00) with respect to project management team (item 4a and 4b of Appendix A of Exhibit 2) for CD0502 and Company agrees to pay same.

Contractor Release and Waiver of Claims and Change Requests

- 36. Upon receipt of a Payment Certificate and invoice for each of CD0501 and CD0502, Company shall pay Contractor a total of twelve million five hundred thousand dollars (\$12,500,000.00) for a release and waiver of claims and for disputed Change Requests and Change Orders listed in Appendix H, and upon such payment:

Contractor, 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 Company 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, unknown or ought to have 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 the effective date of this January 2019 Amending Agreement, of Company's obligations under CD0501 and CD0502 including, without limiting the generality of the foregoing, claims arising from or relating to:

- (a) Changes;
- (b) Extensions of time; and
- (c) Damages for delay.

- 37. Except for any claim or proceeding arising out of or related to a Civil Works Contractor's acts or omissions, a Releasor will not make any claim or take or maintain 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 up to and including the effective date of this January 2019 Amending Agreement,

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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.

38. The Parties' responsibility for any amounts paid or payable to a civil works contractor shall be addressed as set out in Exhibit 17 in each of CD0501 and CD0502.

Expiry Dates on Letters of Credit

39. Contractor shall, at its sole cost, extend the final expiry date as noted in the table below for each of the Letters of Credit identified therein:

Agreement	Beneficiary	Description	LOC#	Amount	Expiry	New Expiry
CD0502	LILLP<C	LOC - Withholding for Mechanics Lien	SBGM764152	\$8,323,119.86	31-Dec-18	31 - May-19
CD0501	LILLP	LOC - Withholding for Mechanics Lien	SBGM764150	\$21,879,813.66	30-Jun-19	31-Dec-19
CD0502	LILLP<C	LOC - Withholding for Mechanics Lien	SBGT762316	\$13,267,129.23	31-Dec-18	Not applicable
CD0501	LILLP	LOC - Withholding for Mechanics Lien	SBGT762320	\$21,732,870.77	27-Jun-19	31-Dec-19 Subject to paragraph 40
CD0502	LILLP<C	LOC - Withholding for Pomerleau Claims	OSB35614GWS	\$16,148,626.00	31-Jan-19	31-Oct-19
CD0501	LILLP	LOC - Withholding for Pomerleau Claims	OSB35613GWS	\$28,566,457.00	31-Jan-19	31-OCT-19

40. Provided all liens with respect to CD0501 have been vacated and confirmation by Contractor (by an up to date statement of accounts) that all Subcontractors and suppliers accounts are up to date by March 30, 2019, Company shall return for extinguishment letter of credit number SBGT762320.

Performance Bond Reduction CD0501

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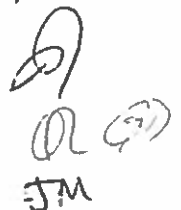
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41. Company agrees that notwithstanding the face value of the security provided by performance bond number 6341859/948-073/BDTO-100103-014, and all riders thereto, currently held by LIL as security pursuant to Article 7 of CD0501 ("the Bond") Company's entitlement to the security under the Bond shall be limited to forty percent (40%) of the face value of the Bond.
42. For greater certainty, Article 7.2(d) in CD0501 is amended by paragraph 41 above.
43. At any time after the effective date of this January 2019 Amending Agreement, Contractor may deliver to Company a replacement performance bond in the form set out in Exhibit 14 of CD0501 in an amount equivalent to the value specified by paragraph 41 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.
44. 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 of CD0501 as shown on the Substantial Completion Certificate as required by Article 7.1 of CD0501.

Independent Third Party Consultant

45. Company shall retain Systematic A/S (and Systematic A/S shall retain Amplitude Consultants Pty Ltd as a subconsultant) ("ITP") on behalf of Company and Contractor to act as an independent third party to perform the services described in Appendix I to this January 2019 Amending Agreement.
46. The ITP shall determine if Bipole FAT and initial regression testing are complete by August 31, 2019, and if FAT and initial regression testing are not completed by August 31, 2019, then the ITP shall determine if Bipole FAT and initial regression testing are complete by September 30, 2019.
47. The Parties shall not be bound by the determination of the ITP made pursuant to paragraph 46 above, and each Party shall have the right to issue a Notice of Dispute in respect of the decision of the ITP.
48. Company shall pay ITP's invoices for fees and expenses, and Contractor shall reimburse Company for fifty percent (50%) of the ITP's fees and expenses in performing the ITP's services herein.
49. If the ITP named in paragraph 45 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,

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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 the ITP for the purposes of paragraphs 45 and 46.

Terms and Conditions Applicable on De-Scope Option

50. If pursuant to paragraph 46 above, the ITP has determined that Contractor has failed to complete FAT and initial regression testing for Bipole by September 30, 2019, Company may, at its discretion and notwithstanding any Notice of Dispute issued by Contractor:
- (a) remove the P&C software and hardware from Contractor's scope of work by issuing a Change Order; or
 - (b) instruct Contractor to complete Dynamic Commissioning at Low Power for Bipole in accordance with the Technical Requirements by a date certain.
51. If Company instructs Contractor to complete Dynamic Commissioning at Low Power for Bipole pursuant to paragraph 50(b) then Company shall waive fifty percent (50%) of the liquidated damages that have accrued pursuant to Article 37.1 of CD0501 provided Contractor completes Dynamic Commissioning at Low Power for Bipole in accordance with the Technical Requirements by the date certain specified pursuant to paragraph 50(b).
52. If, pursuant to paragraph 50(a) above Company elects to remove the P&C software and hardware from Contractor's scope of work then Contractor agrees that:
- (a) The version of the P&C software and hardware as installed at the time of Company's election to de-scope shall remain installed for use by Company until such time as new or alternate P&C software and hardware is installed;
 - (b) Company may engage a third party to provide new or alternate P&C software and any necessary hardware, and remove, replace and/or interface with any Contractor installed equipment, and to take any other steps Company deems expedient (including through the use of supporting contractors and consultants) to have new or alternate P&C software and related hardware developed, implemented, put into operation and maintained to enable fully functioning transition compounds and converter stations in accordance with the Technical Requirements;
 - (c) Contractor shall fully cooperate and shall cause its applicable Affiliates responsible for actual development and/or supply of its P&C software and hardware to fully cooperate in the transition to the third party P&C software and hardware in accordance with the principles outlined in Appendix J and, within thirty days of notice of the de-scope, shall provide such other information as may be necessary so that Company and/or the third party may develop, implement and put into

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operation for Company new or alternate P&C software and hardware for fully functioning transition compounds and converter stations in accordance with the Technical Requirements;

- (d) Contractor represents, warrants and covenants, on behalf of Contractor and Contractor's Affiliates, that the licenses granted by Contractor to Company pursuant to Article 29.1 of CD0501 and Article 29.1 of CD0502 includes any and all use of Contractor's Confidential Information (including of any Contractor Affiliate) by Company and its third party and other supporting contractors and consultants contemplated in this paragraph 52 to put into operation and otherwise enable fully functioning transition compounds and converter stations in accordance with the Technical Requirements.
53. If, pursuant to paragraph 50 above Company elects to remove the P&C software and hardware from Contractor's scope of work then:
- (a) Company shall not be entitled to a credit for P&C software and hardware that is removed;
 - (b) Contractor shall have no responsibility for:
 - i. any costs to remove P&C software and hardware as installed at the time of Company's election to de-scope, and
 - ii. Any costs for design, engineering, supply, installation and commissioning new or alternate P&C software and any necessary hardware;
 - (c) all liquidated damages pursuant to Article 37.1, as amended, shall be waived; and
 - (d) Contractor shall be released of its obligations related to Performance Guarantees, including liquidated damages associated with Performance Guarantees,
 - (e) the provisions of Article 25 regarding Substantial and Final Completion continue to apply, and for greater certainty, Substantial Completion includes all Contractor's CD0501 obligations with the exception of the P&C software scope of work and a Turnover Acceptance Certificate.
54. Notwithstanding any removal of P&C software and hardware from Contractor's scope of work, Contractor shall be liable for all Contractor installed equipment Warranty obligations set out in Article 17 of CD0501, as amended.

General

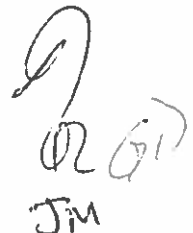
55. Contractor, on behalf of itself and its Affiliates, covenants and agrees that:
- (a) the licenses and rights granted to Company pursuant to Articles 28 and 29 of each of CD0501 and CD0502 including as amended pursuant to this this January 2019 Amending Agreement (collectively, the "Licenses") have hereby vested in Company;

Agreement No.: CD0501 Amendment No.: 7
 Agreement No.: CD0502 Amendment No.: 4

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- (b) the Licenses shall survive any event or circumstance in which Contractor or any of its Affiliates is wound up, ceases to continue operating as a going concern, becomes insolvent, bankrupt, dissolved or subject to the control or direction of a receiver, liquidator, creditor, trustee or the like, or any event or circumstance in which Contractor or any of its Affiliates rejects, disclaims or resiliates or attempts to reject, disclaim or resiliate CD0501 and/or CD0502 under the Bankruptcy and Insolvency Act ("BIA"), the Companies Creditors Arrangement Act ("CCAA"), or the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Code") (including Section 365 of the Code or any other provision of that Code) or under any similar laws in any other country (collectively, "Insolvency Events" and each an "Insolvency Event"); and
- (c) that Company has been granted and is hereby granted sufficient rights under the Licenses and as further stated herein to ensure that the Licenses survive any and all Insolvency Events of Contractor and/or any of its Affiliates.
56. The Parties acknowledge and agree that Company shall retain and may fully exercise all of the rights in the Licenses notwithstanding any Insolvency Event in relation to Contractor and/or any of its Affiliates.
57. Contractor, on behalf of itself and its Affiliates, covenants and agrees to the terms of this paragraph. All rights, powers and remedies of Company provided for in paragraphs 68 and 69 above are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing under Applicable Laws (including, without limitation, under the Code, BIA or CCAA (as applicable) and any similar laws in any country). In the event of an Insolvency Event in relation to Contractor or any of its Affiliates, Company, in addition to the rights, powers and remedies expressly provided herein and/or in CD0501 and/or CD0502, shall be entitled to exercise all other such rights and powers and resort to all other such remedies as may now or hereafter exist at law or in equity (including, without limitation, under the Code, BIA or CCAA). Without limiting the generality of the foregoing, the Parties agree that they intend the following Company rights to extend to the maximum extent permitted by Applicable Laws, including, without limitation, for purposes of the Code, BIA or CCAA the right of access to and use of any intellectual property (including embodiments thereof) of Company and its Affiliates related to the Work.
58. The provisions of paragraphs 54, 55, 56 and 57 of this January 2019 Amending Agreement shall survive any termination of CD0501 and/or CD0502.
59. Unless otherwise defined in this Amending Agreement, all capitalized terms and expressions used herein shall have the meaning respectively ascribed thereto in CD0501,

Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4



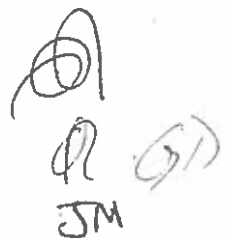
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CD0502, the April 2017 Amending Agreement and the December 2017 Amending Agreement.

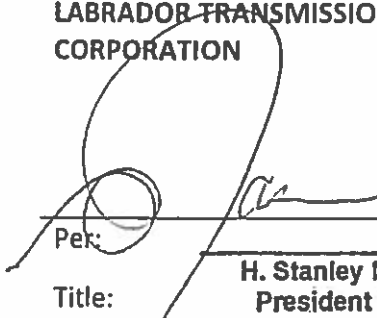
60. The term "P&C" means "protection and control".
61. This January 2019 Amending Agreement shall be effective from the date hereof and shall remain in full force and effect from such date.
62. Unless otherwise stated, references to a paragraph number are references to that numbered paragraph in this January 2019 Amending Agreement.
63. This January 2019 Amending Agreement is supplementary to CD0501, CD0502, the April 2017 Amending Agreement and December 2017 Amending Agreement and is read with and construed in accordance with those Agreements, as the case may be, as if this January 2019 Amending Agreement and each of CD0501 and CD0502, as amended, constitute one (1) agreement.
64. All invoicing and payment procedures set out in Article 12 of CD0502 shall apply to the compensation provisions in this January 2019 Amending Agreement.
65. Except as this January 2019 Amending Agreement otherwise provides, each of CD0501, CD0502 and the April 2017 Amending Agreement and December 2017 Amending Agreement are in all respects ratified and confirmed and all terms, provisions and covenants thereof shall remain in full force and effect.
66. This January 2019 Amending Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.
67. Notwithstanding execution of this January 2019 Amending Agreement by the Parties, this January 2019 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.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this January 2019 Amending Agreement which shall be effective as of the day and year first above written.

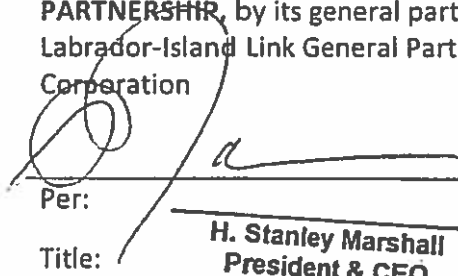
Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4

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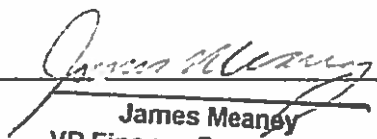
LABRADOR TRANSMISSION CORPORATION


Per: _____
Title: **H. Stanley Marshall
President & CEO**


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


Per: _____
Title: **H. Stanley Marshall
President & CEO**


Per: _____
Title: **James Meaney
VP Finance Power Supply**


Per: _____
Title: **James Meaney
VP Finance Power Supply**

GRID SOLUTIONS CANADA ULC


Per: *Clive Ruiz*
Title: *Director*

Per: _____
Title: _____

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 31st day of January 2019.

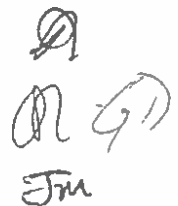
Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4


JM

Appendix A

**Assumptions Regarding FAT and initial regression testing by August 31, 2019,
And Dynamic Commissioning at Low Power by October 31, 2019**

Agreement No.: CD0501 Amendment No.: 7
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Handwritten initials and signatures, including a circled 'A', 'M', 'G', and 'Jm'.

Appendix A

Key Assumptions for Bipole Dynamic Commissioning at Low Power Completion by 31-October-2019

Part 1: Bipole Factory Acceptance Testing ("FAT") Completion By 31-August-2019

- Factory System Tests ("FST") is an internal testing. Contractor is not required to share FST results with Company. Should Contractor share FST, Company will not propose any changes based on FST.
- Contractor reserves the right to carry out integration tests and FST on the Modular Base Simulator ("MBS").
- The ITP shall validate that the Controls Engineering Review ("CER4") toll gate has been successfully achieved, including confirmation that all FST has passed successfully prior to FAT.
- FAT shall be scheduled to be completed in two (2) weeks with double shift testing. If issues arise during FAT the schedule may be revised.
- There will be no additional software releases after Version 17(c) prior to Bipole FAT.
- There will be no change in the Bipole software after FAT except for Punch List A items (before Dynamic Commissioning) and for Punch List B items and Issues listed in Appendix B that are to be addressed in software releases after Dynamic Commissioning.
- There will be no regression testing after FAT except as may be necessary to validate the functionality of any Punch List A items identified during FAT and as agreed by Contractor and Company.
- If Contractor and Company cannot agree on categorization of Punch List Items then the Parties shall engage the ITP to make a determination as to whether the item is a Punch List A item or Punch List B item.

Company approvals:

- Company sign-off on the "Common HVdc Controls and Protection Functional Requirements Specification ILK-AS-SD-8000-EL-G08-0005-01" requirements (Except HMI specification, which is planned to deliver with connector details) by 13-Feb-2019.
- The Parties will use their best efforts to ensure that Contractor can submit the FAT test

Handwritten signatures: A stylized signature, a signature that appears to be 'DGT', and the initials 'JM'.

book by 20-Jun-2019 and that Company can approve the FAT book by 04-Jul-2019. The Parties will endeavour to improve on the submission and approval dates.

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Appendix B

Issues for Resolution

Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4

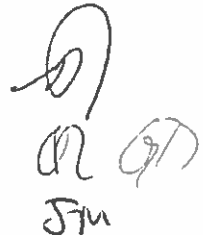


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Appendix B

Issues not considered by Contractor to be a requirement for Bipole delivery (referred to individually in the January 2019 Amending Agreement as "Issues"):

- PFC ramping GE position – Contractor strategy allows step changes and that the Operator should disable it only when its in dead band.
Reference: PFC-FRS-38, Comment line 108
- The max range for PFC is 225MW based on PSSE transient stability studies
Reference: PFC-FRS-7, comment line 106
- Contract asks for 25 configurations and this referenced Comment 136 may mean more configurations are needed
Reference: Comment 136
- Overload "ramp", Contractor position is that this request contradicts the overload profiles in main scheme parameters
Reference: Comment 156
- Number of restarts, and the ability to enable/disable restarts are settable through Apex. Request for it to be settable by the Local Operator (or Remote Operator) through HMI.
Reference: PROT-FRS-74, comment line 182
- The text "If the Local Operator disabled PFC when automatic enabling conditions hold (i.e. Islanded mode), then PFC will immediately re-enable."
Reference: PFC-FRS-33
- If there is a line fault on both poles, both poles will independently determine their respective line fault sequence so its possible for both to be co-incidence.
Reference: Comment 193
- FAT punch list for manual TFR, Contractor states that this should not be on the FAT punch list. Reference: FAT 704
- FAT punch list for manual changeover, Contractor states that this should not be on the FAT punch list. Reference: FAT 808
- FAT punch list for manual changeover trigger from HMI, Contractor states that this should not be on the FAT punch list.
Reference: LT-FRS-40-1, Comment 69
- CNAP design change, Dynamic effective line resistance calculation with temperature.
Reference: Site trip on 13th Jan'2019



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- CNAP settings (Vdn set levels) at a certain value as per the FAT punch list 513.
Reference: Site trip on 13th Jan'2019, FAT punch point 513
- Persistence: Any control setting settable from APEX are requested to be made persistent.
Reference: Comment 261
- Signal supervision: Whether included in technical specification as part of the contract.
- VBE alarms: VBE alarms up to ECC which is not part of Contractor's strategy.
Reference: SLD-FRS-1, Comment 129
- Continuous Overload Capability be able to happen without a cooldown period.
Reference: OC-FRS-7, Comment 171
- Isolation or connection of a blocked Pole using operator initiated automatic sequences while the other Pole remains deblocked without disturbance or outage.
Reference: In comment 135
- Operator ability to select frequency control operation due to islanding.
- HMI connector end-to-end testing witness is not part of agreed FAT specification.



Handwritten signatures and initials, including a large stylized signature, the initials 'CP', and 'JM'.

Appendix C

Exhibit 9 for CD0501

Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4



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APPENDIX C

EXHIBIT 9

WORK AND MILESTONE SCHEDULE

Work and Milestone Schedule

<u>Item:</u>	<u>Key Milestones:</u>	<u>Date</u>
1	Completion of FAT and initial regression testing of Bi-pole	31-AUG-2019
2	Completion of Dynamic Commissioning at Low Power for Bi-pole	31-OCT-2019
3	Completion of Trial Operation at Low Power for Bi-pole	31-Jan-2020
4	Substantial Completion	31-Jan-2020
5	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	To be confirmed
6	CONTRACTOR Start of Dynamic Commissioning at High Power. Estimated duration = 2 months	To be Confirmed
7	Start of Trial Operation at High Power. Estimated duration = 1 month, maximum 3 months	To be Confirmed

Handwritten signature and initials JM

Appendix D

Exhibit 9 for CD0502

Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4



Handwritten initials and signatures, including a large stylized signature, the initials 'JM', and other illegible marks.

APPENDIX D

EXHIBIT 9

SCHEDULE

Schedule

Item	Milestone	Date
1	Substantial Completion – All Sites	01-Nov-2018
2	Final Completion – All Sites	30-Jun-2019



JML

Appendix E

Additional P&C Resources

Agreement No.: CD0501 Amendment No.: 7
Agreement No.: CD0502 Amendment No.: 4



Handwritten initials and signatures in the bottom right corner, including a large stylized signature, a smaller signature, and the initials "JM".



Labrador-Island Link Limited Partnership
Lower Churchill Project
350 Torbay Road Plaza, Suite No. 2 f
St. John's, NL
Canada A1A 4E1

To the attention of M. Follett

Date: 19-Nov-2018

O/Ref: LTR-CD0501-AG-LILLP-0597
Y/Ref: N/A

Agreement No: CD0501 – Supply & Install Agreement Converter Stations & Transition Compounds

Subject: PES Additional Resources


Dear Mr. Follett,

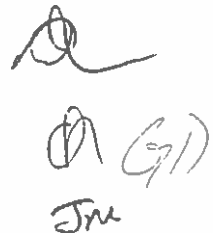
As discussed during our meeting of November 7-8 in Montreal please find attached a spreadsheet of all of the PES P&C software resources that Contractor has working on Company's project.

While Contractor fully contends that Contractor has had the right people on the project, we added additional resources back in December 2017. We have again added additional resources. Company will see that these resources include extremely seasoned experts and HVDC people on the team. As you know, none of these people are Key Personnel according to the applicable contracts, but their support is beneficial to progressing the work and to the timely delivery of the software 3-releases plan.

Although we have not finalized Amendment 7, know that the people on this spreadsheet are being identified to satisfy the agreement we made to enhance and nominate additional P&C resources. Contractor is not seeking approval of this list, but rather making Company aware of their backgrounds and the number of people supporting this project.

Yours Sincerely,

For 
Jean Folyne
Contractor Representative
Encl.: PES – Resources & Additional Resources List



Grid Solutions Canada ULC

1400, Industrielle
La Prairie, Quebec
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