

EXHIBIT E

TAB 2

Change Orders

CHANGE ORDERS

1.1 INTRODUCTION

1. In accordance with the terms of the EPC Contract, seven Change Orders were executed to address events that impacted the original scope of work described in the EPC Contract. All seven Change Orders are attached.
2. Table Ex. E.T2.1 provides a table of concordance reconciling the EPC Contract Change Orders 6 and 7 with the corresponding events as described in Exhibits C and D to this Application.
3. The amounts found in Change Orders 6 and 7 pertain only to the CCVA and COVID-19 incremental costs incurred by Valard. Because these Change Orders pertain to the EPC Contract only, any differences between amounts shown in Table Ex. E.T2.1 and amounts identified in Exhibits C and D, are due to the inclusion in the latter of costs not incurred or claimed by Valard.

**Table Ex. E.T2.1
Reconciliation of Change Orders with Amounts Requested**

Event	Corresponding Change Order	Amount On Change Order
COVID Direct Costs	Change Order #7	\$21,586,103
COVID Productivity Loss	Change Order #7	\$89,014,103
Wildfires	Change Order #6	\$20,526,459
	Change Order #7	\$282,805
Kama Cliffs	Change Order #6	\$9,091,760
	Change Order #7	\$2,977,976
White Lakes Narrows	Change Order #7	\$3,961,420
ROW Delays	Change Order #7	\$10,133,021

SCOPE CHANGE ORDER NO. 1

Contractor: Valard Construction LP	Title: Ontario East-West Transmission Project	Date: 06/27/19
CONTRACT CHANGE: (Detail) See below		Amount (Circle Credits)
<p>This Scope Change Order No. 1 (“Scope Change Order”), effective July 1, 2019, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP (“Owner”) and Valard Construction LP (“Contractor”), effective as of December 5, 2017 (the “Agreement”) as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p><u>ITEM No. 1: ADJUSTMENT TO CERTAIN DEFINITIONS:</u></p> <p>The definition of “Affiliate” in Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:</p> <p>“Affiliate” means, in relation to any Person, any other Person: (i) which directly or indirectly controls, or is controlled by, or is under common control with, such Person; or (ii) which directly or indirectly beneficially owns or holds fifty percent (50%) or more of any class of voting stock or other equity interests of such Person; or (iii) which has fifty percent (50%) or more of any class of voting stock or other equity interests that is directly or indirectly beneficially owned or held by such Person, or (iv) who either holds a general partnership interest in such Person or such Person holds a general partnership interest in the other Person. For purposes of this definition, the word “controls” means possession, directly or indirectly of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise. It is understood and agreed by the Parties that notwithstanding the definition of “Affiliate,” NextEra Energy NextBridge Holdings, ULC, Enbridge Inc., BPC Transmission Trust, Enbridge Transmission Holdings, Inc., Borealis EWT Inc., NextEra Energy UCT Holdings, Inc., Upper Canada Transmission, Inc. and any other limited partner or general partner of Owner (and each of their successors, assigns and/or their affiliates) shall be deemed “Affiliates” for purposes of this Agreement.</p> <p>The definition of “Deviation Notice” in Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:</p> <p>“<u>Deviation Notice</u>” means an electronic notice pursuant to Article IX and set forth in the Unifier System electronically approved by Owner and Contractor Project Manager acknowledging a Scope Change Order request.</p> <p>The definition of “Request for Payment” in Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:</p> <p>“<u>Request for Payment</u>” means the written requests from Contractor to Owner for payment hereunder, which requests shall be submitted and processed in the Unifier System.</p> <p>The definition of “Unifier System” in Section 1.1 of the Agreement is hereby added with the following language:</p> <p>“<u>Unifier System</u>” means the automated system to manage quality reporting, daily progress reporting, cost change deviations, and project turnover documentation, budgets, commitments, spends, forecasts, and any adjustments to the Contract Price and/or Project Schedule.</p> <p>The definition of “Contractor Permits” in section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:</p> <p>“<u>Contractor Permits</u>” means the permits required to be obtained by Contractor, as listed in column B - the Contractor Responsibility- of Exhibit H.</p>		

SCOPE CHANGE ORDER NO. 1

The definition of "Owner Permits" in section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

"Owner Permits" means the Permits required to be obtained by Owner, as listed in column A - Owner Responsibility of Exhibit H, Rev 5-30-19.

ITEM No. 2: ADJUSTMENT TO LIST OF EXHIBITS:

Section 1.3, Exhibits, of the Agreement is hereby amended by deleting the reference to Exhibit V-3, Form of Deviation Notice, Rev. 02/5/16.

ITEM No. 3: REPLACEMENT OF EXHIBITS:

Exhibit B, Schedule of Values, Rev. 11/13/17, to the Agreement is deleted in its entirety and replaced with Exhibit B, Schedule of Values, Rev. 06/17/19, which is attached to this Scope Change Order as Appendix 1.

Exhibit C1, Project Schedule Rev. 11/30/17(R1), to the agreement is deleted in its entirety and replaced with Exhibit C1, Project Schedule, Rev. 04/02/19, which is attached to this Scope Change Order as Appendix 2.

Exhibit C-2, Project Controls Requirements, Rev. 03/30/16, to the Agreement is deleted in its entirety and replaced with Exhibit C-2, Project Controls Requirements, Rev. 06/14/19, which is attached to this Scope Change Order as Appendix 3.

Exhibit H, Contractor & Owner Permits, Rev 8-30-16, to the agreement is deleted in its entirety and replaced with Exhibit H, Contractor & Owner Permits, Rev 5-30-19, which is attached to this scope Change Order as Appendix 5

Exhibit V-2, Scope Change Process, Rev. 08/29/17, to the Agreement is deleted in its entirety and replaced with Exhibit V-2, Scope Change Process, Rev. 07/05/18, which is attached to this Scope Change Order as Appendix 4.

ITEM No. 4: ADJUSTMENT TO PAYMENT OF CONTRACT PRICE PROVISION:

Section 4.3, Payment of the Contract Price, to the Agreement is hereby deleted in its entirety and replaced with the following language:

Payment of the Contract Price. Owner shall pay the Contract Price to Contractor based on progress of completion of Activities in the Schedule of Values and made in accordance with the Cash Flow Table, subject to the terms and conditions hereof. Commencing after the Effective Date, Contractor shall, on the first (1st) day of a calendar month (or the following Business Day) following any month in which Contractor achieves completion of a Activity, Contractor may submit to Owner a Request for Payment (separating materials and labour) for each Activity completed during the previous month.

ITEM No. 5: ADJUSTMENT TO CONDITIONS OF PAYMENT PROVISION:

The last sentence of Section 4.6, Conditions of Payment, to the Agreement is hereby deleted in its entirety and replaced with the following language:

Notwithstanding the foregoing, unless otherwise expressly agreed to by the Parties, in no event shall the cumulative amount paid under the Agreement through any month exceed one hundred ten percent (110%) of the cumulative gross amounts invoiced through such month as set forth in the column labeled "Gross Invoice Amount-Cumulative" on the Cash Flow Table, provided that in no event shall cumulative amount paid by Owner to Contractor under the Agreement exceed the Contract Price.

SCOPE CHANGE ORDER NO. 1

ITEM No. 6: ADJUSTMENT TO SCOPE CHANGES DUE TO CONCEALED CONDITIONS PROVISION:

Section 9.4, Scope Changes Due to Concealed Conditions, to the Agreement is hereby deleted in its entirety and replaced with the following language:

Scope Changes Due to Concealed Conditions. Excluding archaeological artifacts at the Job Site which shall be governed by Section 2.26, Contractor shall conduct and complete, at Contractor's own cost, at the Job Site a geotechnical investigation of any portion of the Job Site as Contractor reasonably deems necessary to confirm the Job Site conditions. If, as a result of the geotechnical investigation but subject to the next sentence in this Section 9.4, within ten (10) days after the date Contractor (i) acquires knowledge of or encounters any concealed subsurface conditions which a reasonable, experienced contractor would not foresee existing at the Job Site and which vary materially from the conditions shown in this Agreement, if any, and (ii) any such condition causes an actual, demonstrable and material increase or decrease in the Contract Price, then Contractor shall submit a Deviation Notice to Owner of the existence of such unknown and unforeseen subsurface condition in accordance with the Scope Change process outlined in Exhibit V-2 with respect to such unknown and unforeseen subsurface condition at the Job Site. Notwithstanding the preceding sentence, Contractor acknowledges and agrees that it shall under no circumstances whatsoever have the ability and hereby waives and releases the right to assert a Scope Change Order for any unknown and/or unforeseen dirt, dewatering activities, rock, sloughing conditions and/or access conditions of any kind at the Job Site. Owner in its sole discretion may either (a) issue a Scope Change Order to address such condition (by either abandoning such layout location or adapting the design and plan to accommodate the conditions encountered), pursuant to which Contractor shall be entitled to an extension of the time to perform the Work hereunder, which extension shall be for an equitable duration designed to reflect the delay actually caused by such condition and/or an increase in the Contract Price in accordance with the unit rates set forth in Exhibit B-2 hereto or (b) terminate this Agreement pursuant to Section 13.3. Contractor specifically waives the right to make any such claims with respect to the relevant portion of the Job Site (1) after the expiration of ten (10) day period set forth in this Section 9.4 or (2) if Contractor failed to submit a Deviation Notice and comply with the Scope Change process outlined in Exhibit V-2. Except as set forth in this Section 9.4, Contractor assumes the risk of surface and subsurface conditions at the Job Site and shall not be entitled to an extension of the Project Schedule or an increase in the Contract Price as a result thereof.

ITEM No. 7: ADJUSTMENT TO SCOPE OF AIRCRAFT LIABILITY INSURANCE COVERAGE:

Section 12.1.5, Aircraft Liability, to the Agreement is deleted in its entirety and replaced with the following language:

Aircraft Liability. Contractor shall provide and maintain aircraft liability insurance for all owned, non-owned and hired aircraft used in the performance of the Work with a combined single limit for loss of life, bodily injury, contractual liability, property damage, passenger legal liability and defense against claims of Fifty Million Dollars (\$50,000,000) per occurrence, and not less than Twenty-Five Million Dollars (\$25,000,000) each offense for personal injury to third parties other than passengers and including coverage for baggage, cargo, crew members and passengers.

ITEM No. 8: ADJUSTMENT TO EXTERNAL GAPPED LINE ARRESTERS (EGLA) PRICE:

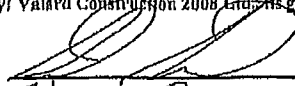
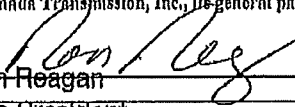
(\$3,258,725)

Row 175 of Exhibit B Tabs B2.3A to B2.3F has been revised with new quantities and material cost according to Valard's Proposal letter to utilize EGLA in place of NGLA dated April 27, 2018. This has caused a project cost reduction of \$3,258,725 that is reflected in Exhibit B, Tab B-1.

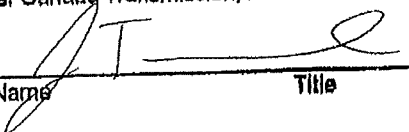
SCOPE CHANGE ORDER NO. 1

<p><u>ITEM No. 9: ADJUSTMENT TO STAKING TABLE (EXHIBIT B-2.1) AND FOUNDATION PRICE SCHEDULE (EXHIBIT B-2.2):</u></p> <p>Exhibit B Tabs B-2.1(Structure Install Input) and B-2.2(Foundation Install Input) has been revised with new quantities. This has caused a net project cost reduction of \$37,149 that is reflected in Exhibit B, Tab B-1.</p>	<p>(\$37,149)</p>	
<p>ITEM No. 10: OEB LTC DELAY - ADJUSTMENT TO CONTRACT PRICE FOR NEW COD:</p> <p>OEB LTC approval was delayed causing the construction mobilization date to be re-scheduled from November 1, 2018 to August 1, 2019. This price adjustment is for Labour, equipment and material as estimated and included in Exhibit B, Schedule of Values, Rev. 06/12/19.</p>	<p>\$5,386,045</p>	
<p>ITEM No. 11: OUT OF SCOPE ENVIROMENTAL SUPPORT WORK:</p> <p>Valard provided some environmental support during the EA preparation from October 2017 to August 2018 that was not part of its original scope of work. The out of scope environmental work is described, estimated and included in Exhibit B, Schedule of Values, Rev. 06/12/19.</p>	<p>\$236,291</p>	
<p><u>ITEM No. 12: ENVIROMENTAL PERMITTING/DPP SCOPE OF WORK:</u></p> <p>Valard shall prepare Detailed Project Plan(s) to verify and supplement the information in the environmental assessment. This information will be submitted as an over-arching plan for the undertaking as well as multiple individual work front plans according to how the Valard phases the construction of the undertaking, such as by geographic groupings, timing windows and/or types of project activities. Detailed Project Plan(s) will be used to fulfill the requirements of this Condition and to assist in fulfilling the permitting requirements of the Ministry of Natural Resources and Forestry and the Ministry of Environment Conservation and Parks. The additional scope is further detailed in Appendix 6 of this Scope Change Order.</p>	<p>\$2,558,137</p>	
<p>Contract Start Date: <u>December 5, 2017</u></p>	<p>Total Authorized Amount This Scope Change Order</p>	
<p>Contract Completion Date: <u>October 1, 2021</u></p>	<p>\$4,884,599.00</p>	
<p>Schedule of Prices: <u>Lump Sum Fixed Price</u></p>		
<p>WORK/SERVICE START DATE: _____ WORK/SERVICE END DATE: _____</p>		
<p>It is hereby understood that, if this Scope Change Order is executed by Owner, then Contractor shall implement the above-referenced change(s). If this Scope Change Order is executed by Owner the changes to the Work, Contract Price, time requirements and/or any other provisions of the Agreement described in this Scope Change Order are considered an amendment to the Agreement. Except as otherwise set forth in this Scope Change Order, the change(s) described in this Scope Change Order do not relieve Owner or Contractor of their responsibilities described in the Agreement. If this Scope Change Order is executed by Owner, this Scope Change Order constitutes a full and complete settlement with respect to change(s) to the Work, Contract Price, time requirements and/or any other provisions of the Agreement described in this Scope Change Order, including the settlement of compensation to Contractor, for the change(s) described in this Scope Change Order.</p>		
<p align="center">COST HISTORY</p> <p>Original Contract Price <u>\$ 520,500,000.00 (CDN)</u></p> <p>Total Previous Changes Auth. <u>\$ 0.00</u></p> <p>This Change (Net Amount) <u>\$ 4,884,599.00 (CDN)</u></p> <p><input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate</p> <p>Total Contract Price <u>\$525,384,599.00 (CDN)</u></p> <p>(Including this change)</p> <p>Could this Scope Change Order Impact Other Contracts? _____</p>	<p align="center">Primary Cause of Change (Check One)</p> <p><input type="checkbox"/> Variance from Quantity Estimate</p> <p><input type="checkbox"/> Regulatory Requirements</p> <p><input checked="" type="checkbox"/> Construction Changes</p> <p><input type="checkbox"/> Engineering Changes</p> <p><input type="checkbox"/> Other Department Requests</p> <p><input type="checkbox"/> Vendor Caused (Identify Back Charges)</p> <p><input type="checkbox"/> Constructibility</p>	<p align="center">SCHEDULE</p> <p><input checked="" type="checkbox"/> Change Does Not Affect Guaranteed Provisional Completion Date</p> <p><input type="checkbox"/> Change Does Affect Guaranteed Provisional Completion Date</p>

SCOPE CHANGE ORDER NO. 1

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Other (Specify) _____
<p>Accepted by Contractor: VALARD CONSTRUCTION LP By: Valard Construction 2008 Ltd., its general partner</p>		<p>Owner Authorization: NEXTBRIDGE INFRASTRUCTURE LP By: Upper Canada Transmission, Inc., its general partner</p>
Signature: 	Signature: 	
Name (Print): <u>Steve Sousa</u>	Name (Print): <u>Ron Reagan</u>	
Title (Print): <u>Chief Commercial Officer</u>	Title (Print): <u>Vice President</u>	
Date: <u>July 21/19</u>	Date: <u>Engineering & Construction</u>	

NextBridge Infrastructure LP, by its general partner,
Upper Canada Transmission, Inc.

By: 
Name _____ Title _____

Jennifer Tidmarsh
Project Director

**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. 2

Contractor: Valard Construction, LP		Title: Ontario East-west Transmission Project		Date: 9/06/19	
CONTRACT CHANGE: (Detail) See below					Amount (Circle Credits)
<p>This Scope Change Order No. 2 ("Scope Change Order"), effective September 6, 2019, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP ("Owner") and Valard Construction LP ("Contractor"), effective as of December 5, 2017 (the "Agreement") as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>1.) This Scope Change Order is issued to incorporate the following additional Scope of Work to provide the necessary number of qualified environmental personnel to perform pre-construction environmental surveys to guide site specific mitigation as required to prevent construction delays as further delineated in the following document: - Exhibit A -- Ontario East-West Tie Line Environmental Compliance Scope of Work, Rev 8-29-19. (Attachment 1)</p> <p>All Work specific to Exhibit A (Attachment 1) shall be performed on a firm fixed price basis and invoiced in accordance to attached Appendix B titled "Environmental Execution and Environmental Compliance Scope (Environmental Inspector) dated 8-7-19. (Attachment 2).</p>					\$5,969,600.06
Contract Start Date: December 5, 2017		Total Authorized Amount		\$5,969,600.06	
Contract Completion Date: October 1, 2021		This Scope Change Order			
Schedule of Prices: Lump Sum Fixed Price					
WORK/SERVICE START DATE: _____ WORK/SERVICE END DATE: _____					
<p>It is hereby understood that, if this Scope Change Order is executed by Owner, then Contractor shall implement the above-referenced change(s). If this Scope Change Order is executed by Owner the changes to the Work, Contract Price, time requirements and/or any other provisions of the Agreement described in this Scope Change Order are considered an amendment to the Agreement. Except as otherwise set forth in this Scope Change Order, the change(s) described in this Scope Change Order do not relieve Owner or Contractor of their responsibilities described in the Agreement. If this Scope Change Order is executed by Owner, this Scope Change Order constitutes a full and complete settlement with respect to change(s) to the Work, Contract Price, time requirements and/or any other provisions of the Agreement described in this Scope Change Order, including the settlement of compensation to Contractor, for the change(s) described in this Scope Change Order.</p>					
COST HISTORY		Primary Cause of Change (Check One)		SCHEDULE	
Original Contract Price	\$520,500,000.00 (CDN)	<input type="checkbox"/>	Variance from Quantity Estimate	<input checked="" type="checkbox"/>	Change Does Not Affect
Total Previous Changes Auth.	\$ 4,884,599.00 (CDN)	<input type="checkbox"/>	Regulatory Requirements	<input type="checkbox"/>	Guaranteed Substantial
This Change (Net Amount)	\$ 5,969,600.06 (CDN)	<input checked="" type="checkbox"/>	Construction Changes	<input type="checkbox"/>	Completion Date
<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate		<input type="checkbox"/>	Engineering Changes	<input type="checkbox"/>	Change Does Affect
Total Contract Price (Including this change)	\$ 531,354,199.06 (CDN)	<input type="checkbox"/>	Other Department Requests	<input type="checkbox"/>	Guaranteed Substantial
Could this Scope Change Order Impact Other Contracts?		<input type="checkbox"/>	Vendor Caused (Identify Back Charges)	<input type="checkbox"/>	Completion Date
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/>	Constructability		
		<input type="checkbox"/>	Other (Specify) _____		
<p align="center">Accepted by Contractor: VALARD CONSTRUCTION LP By: Valard Construction 2008 Ltd., its general partner</p>			<p align="center">Owner Authorization: NEXTBRIDGE INFRASTRUCTURE LP By: Upper Canada Transmission, Inc., its general partner</p>		
Signature: _____	_____	Signature: _____	_____	_____	_____
Name (Print) Kelly Williams		Name (Print) Ron Reagan			
Title (Print) Sr. Project Manager		Title (Print) Vice President			
Date: 08-Sept-2019		Date:			
		Engineering & Construction			

Jennifer Tidmarsh
Project Director

By: _____ Title _____

**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. 3

Contractor: Valard Construction, LP	Title: Ontario East-west Transmission Project	Date: 9/06/19
CONTRACT CHANGE: (Detail) See below		Amount (Circle Credits)
<p>This Scope Change Order No. 3 ("Scope Change Order"), effective February 20, 2020, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP ("Owner") and Valard Construction LP ("Contractor"), effective as of December 5, 2017 (the "Agreement") as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>1.) This Scope Change Order is issued to provide funding for Contractor to perform all Project related timber management as agreed to in attached "Timber Management Agreement" executed April 1, 2019, and further detailed in attached Timber Management Cost Spreadsheet, Rev 4-1-19.</p>		\$1,026,6662.00
<p>Contract Start Date: <u>December 5, 2017</u></p> <p>Contract Completion Date: <u>October 1, 2021</u></p>		
Schedule of Prices: Lump Sum Fixed Price		Total Authorized Amount This Scope Change Order
		\$1,026,662.00
WORK/SERVICE START DATE: _____ WORK/SERVICE END DATE: _____		
COST HISTORY		
Original Contract Price	<u>\$520,500,000.00 (CAD)</u>	<input type="checkbox"/> Variance from Quantity Estimate
Total Previous Changes Auth.	<u>\$ 10,854,199.06 (CAD)</u>	<input type="checkbox"/> Regulatory Requirements
This Change (Net Amount)	<u>\$ 1,026,662.00 (CAD)</u>	<input checked="" type="checkbox"/> Construction Changes
<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate		<input type="checkbox"/> Engineering Changes
Total Contract Price	<u>\$ 532,380,861.09 (CAD)</u>	<input type="checkbox"/> Other Department Requests
(Including this change)		<input type="checkbox"/> Vendor Caused (Identify Back Charges)
Could this Scope Change Order Impact Other Contracts?		<input type="checkbox"/> Constructability
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Other (Specify) _____
SCHEDULE		
<input checked="" type="checkbox"/> Change Does Not Affect Guaranteed Substantial Completion Date		
<input type="checkbox"/> Change Does Affect Guaranteed Substantial Completion Date		
<p align="center">Accepted by Contractor: VALARD CONSTRUCTION LP By: Valard Construction 2008 Ltd., its general partner</p> <p align="center">Owner Authorization: NEXTBRIDGE INFRASTRUCTURE LP By: Upper Canada Transmission, Inc., its general partner</p>		
Signature: _____	Signature: _____	
Name (Print) Kelly Williams	Name (Print) Ron Reagan	
Title (Print) Project Director	Title (Print) EVP. E&C and ISC	
Date: February 20, 2020	Date: _____	

NextBridge Infrastructure LP, by its general partner,
Upper Canada Transmission, Inc.

By: J. Fedmarsh Project Director
Name Title


**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. 4

Contractor: Valard Construction, LP	Title: Ontario East-West Transmission Project	Date: 7/08/20
CONTRACT CHANGE: (Detail) See below		Amount (Circle Credits)
<p>This Scope Change Order No. 4 effective July 8, 2020, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP ("Owner") and Valard Construction LP ("Contractor"), effective as of December 5, 2017 (the "Agreement") as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>- Incorporate the following additional Scope of Work based on changes identified during performance of the Work and as further described in Deviation Notices (SDN's) below:</p> <p>SDN #002 - OHSW & OPGW Upgrade \$ 30,000.00 SDN #004 - HONI Hardware \$ 84,000.00 SDN #006 - Analysis of Tower Reaction on FDN designs \$ 97,044.10 SDN #007 - EGLA Compatible Hardware \$ 94,000.00 SDN #008 - Reimbursable - Office Rentals / Furniture \$ 64,101.26 SDN #009 - Reimbursable - Equipment Rentals \$289,476.00 SDN #011 - Timber Management Fees \$698,272.23</p>		
Contract Start Date: <u>December 5, 2017</u>	Total Authorized Amount This Scope Change Order	\$1,356,893.59
Contract Completion Date: <u>October 1, 2021</u>		
Schedule of Prices: <u>Lump Sum Fixed Price</u>		
WORK/SERVICE START DATE: _____	WORK/SERVICE END DATE: _____	
COST HISTORY		
Original Contract Price	\$520,500,000.00 (CAD)	
Total Previous Changes Auth.	\$ 11,880,861.09 (CAD)	
This Change (Net Amount)	\$ 1,356,893.59 (CAD)	
<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate		
Total Contract Price (Including this change)	\$ 533,737,754.68 (CAD)	
Could this Scope Change Order Impact Other Contracts?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Primary Cause of Change (Check One)		
<input type="checkbox"/> Variance from Quantity Estimate		<input checked="" type="checkbox"/> Change Does Not Affect Guaranteed Substantial Completion Date
<input type="checkbox"/> Regulatory Requirements		
<input checked="" type="checkbox"/> Construction Changes		
<input type="checkbox"/> Engineering Changes		
<input type="checkbox"/> Other Department Requests		<input type="checkbox"/> Change Does Affect Guaranteed Substantial Completion Date
<input type="checkbox"/> Vendor Caused (Identify Back Charges)		
<input type="checkbox"/> Constructability		
<input type="checkbox"/> Other (Specify) _____		
Accepted by Contractor: VALARD CONSTRUCTION LP By: Valard Construction 2008 Ltd., its general partner		
Owner Authorization: NEXTBRIDGE INFRASTRUCTURE LP By: Upper Canada Transmission, Inc., its general partner		
Signature: _____ Name (Print): <u>KELLY WILLIAMS</u> Title (Print): <u>PROJECT DIRECTOR</u> Date: <u>JULY 07, 2020</u>	Signature: _____ Name (Print): <u>Vincent J. Scrima</u> Title (Print): <u>Vice President</u> Date: <u>July 9, 2020</u>	

**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. 5

Contractor: <u>Valard Construction, LP</u>		Title: <u>Ontario East-West Transmission Project</u>	Date: <u>8/23/21</u>
CONTRACT CHANGE: (Detail) See below			Amount (Circle Credits)
<p>This Scope Change Order No. 5 effective August 23, 2021, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP ("Owner") and Valard Construction LP ("Contractor"), effective as of December 5, 2017 (the "Agreement") as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>- Incorporate the following additional Scope of Work based on changes identified during performance of the Work and as further described in Deviation Notices (SDN's) below:</p> <p>SDN #00031 (DVN #32) – Timber Management Fee (Progress Payment) \$253,279.38 SDN #00032 (DVN #33) – Supply & install bird flight diverters \$101,992.36</p>			
Contract Start Date: <u>December 5, 2017</u>	Total Authorized Amount This Scope Change Order		\$355,271.74
Contract Completion Date: <u>October 1, 2021</u>			
Schedule of Prices: <u>Lump Sum Fixed Price</u>			
WORK/SERVICE START DATE: _____	WORK/SERVICE END DATE: _____		
COST HISTORY		Primary Cause of Change (Check One)	
Original Contract Price	<u>\$520,500,000.00 (CAD)</u>	<input type="checkbox"/> Variance from Quantity Estimate	<input checked="" type="checkbox"/> Change Does Not Affect Guaranteed Substantial Completion Date
Total Previous Changes Auth.	<u>\$ 13,237,754.68 (CAD)</u>	<input type="checkbox"/> Regulatory Requirements	
This Change (Net Amount)	<u>\$ 355,271.74 (CAD)</u>	<input checked="" type="checkbox"/> Construction Changes	
<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate		<input type="checkbox"/> Engineering Changes	
Total Contract Price (Including this change)	<u>\$ 534,093,026.42 (CAD)</u>	<input type="checkbox"/> Other Department Requests	<input type="checkbox"/> Change Does Affect Guaranteed Substantial Completion Date
Could this Scope Change Order Impact Other Contracts?		<input type="checkbox"/> Vendor Caused (Identify Back Charges)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Constructability	
		<input type="checkbox"/> Other (Specify) _____	
Accepted by Contractor: VALARD CONSTRUCTION LP By: <u>Valard Construction 2008 Ltd., its general partner</u>		Owner Authorization: NEXTBRIDGE INFRASTRUCTURE LP By: <u>Upper Canada Transmission, Inc., its general partner</u>	
Signature: 	Signature: _____	Signature: _____	Signature: _____
Name (Print) <u>Steve Sousa</u>	Name (Print) _____	Name (Print) <u>Vincent J. Scrima</u>	Name (Print) _____
Title (Print) <u>Chief Commercial Officer</u>	Title (Print) _____	Title (Print) <u>Vice President</u>	Title (Print) _____
Date: <u>August 24, 2021</u>	Date: _____	Date: <u>8/25/2021</u>	Date: _____

**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. 6

Contractor: Valard Construction, LP		Title: Ontario East-West Transmission Project		Date: 11/05/21	
CONTRACT CHANGE: (Detail) See below					Amount (Circle Credits)
<p>This Scope Change Order No. 6 effective November 5, 2021, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP (“Owner”) and Valard Construction LP (“Contractor”), effective as of December 5, 2017 (the “Agreement”) as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>- Incorporate the following additional Scope of Work based on changes identified during performance of the Work and as further described in Deviation Notices (SDN’s) below:</p> <p>SDN #00037 – Current out-of-scope costs associated with the Kama Cliffs access restrictions and helicopter program scope changes</p> <p>SDN #00038 – Current out-of-scope costs as a result of MNR Forest Fire Emergency Area Order Force Majeure Event</p>					<p>\$ 9,091,760.00</p> <p>\$20,526,459.00</p>
Contract Start Date: <u>December 5, 2017</u>		Total Authorized Amount This Scope Change Order		\$29,618,219.00	
Contract Completion Date: <u>October 1, 2021</u>					
Schedule of Prices: <u>Lump Sum Fixed Price</u>					
WORK/SERVICE START DATE: _____			WORK/SERVICE END DATE: _____		
COST HISTORY		Primary Cause of Change (Check One)		SCHEDULE	
Original Contract Price	<u>\$520,500,000.00 (CAD)</u>	<input type="checkbox"/>	Variance from Quantity Estimate	<input checked="" type="checkbox"/>	Change Does Not Affect
Total Previous Changes Auth.	<u>\$ 13,593,026.42 (CAD)</u>	<input type="checkbox"/>	Regulatory Requirements	<input type="checkbox"/>	Guaranteed Provisional
This Change (Net Amount)	<u>\$ 29,618,219.00 (CAD)</u>	<input checked="" type="checkbox"/>	Construction Changes	<input type="checkbox"/>	Completion Date
<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate		<input type="checkbox"/>	Engineering Changes	<input type="checkbox"/>	Change Does Affect
Total Contract Price (Including this change)	<u>\$ 563,711,245.42 (CAD)</u>	<input type="checkbox"/>	Other Department Requests	<input type="checkbox"/>	Guaranteed Substantial
Could this Scope Change Order Impact Other Contracts?		<input type="checkbox"/>	Vendor Caused (Identify Back Charges)	<input type="checkbox"/>	Completion Date
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/>	Constructability		
		<input type="checkbox"/>	Other (Specify) _____		
<p align="center">Accepted by Contractor: VALARD CONSTRUCTION LP By: Valard Construction 2008 Ltd., its general partner</p>			<p align="center">Owner Authorization: NEXTBRIDGE INFRASTRUCTURE LP By: Upper Canada Transmission, Inc., its general partner</p>		
Signature:	_____	Signature:	_____		
Name (Print)	<u>Steve Sousa</u>	Name (Print)	<u>Vincent J. Scrima</u>		
Title (Print)	<u>Chief Commercial Officer</u>	Title (Print)	<u>Vice President</u>		
Date:	<u>November 5, 2021</u>	Date:	<u>11/5/2021</u>		

**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. 7

Contractor: Valard Construction, LP	Title: Ontario East-West Transmission Project	Date: 8/04/22
CONTRACT CHANGE: (Detail) See below		Amount (Circle Credits)
<p>This Scope Change Order No. 7, effective August 4, 2022, is issued to amend the Engineering, Procurement and Construction Agreement for Transmission Facilities, by and between NextBridge Infrastructure LP (“Owner”) and Valard Construction LP (“Contractor”), effective as of December 5, 2017 (the “Agreement”) as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>- Incorporate the following additional Scope of Work based on changes identified during performance of the Work and as further described in Deviation Notices (SDN’s) below:</p> <p>SDN #00033 (DVN #34) – Additional hardware required per Owner Engineer’s design changes \$ 67,345.87 SDN #00039 (DVN #37) – Progressive Timber Management Fees for timber removal \$ 277,105.81 SDN #00042 (DVN #40) – Overall benefit Permit (“OBP”) required installation of maternity roost habitats for bats \$ 187,571.00 SDN #00043 (DVN #41) – Owner directed timber work on MNF Land \$ 105,560.00 SDN #00040 (DVN #3165) – Project routing changes @ White Lake Narrows based on negotiations between Owner and Pic Mobert First Nation resulting in construction activities being performed in Winter season only. \$ 3,961,420.00 SDN #00047 (DVN #3306) – Unforeseen permitting delays and negotiations with First Nations community resulted in delay of ROW activities and multiple move-arounds. \$10,133,021.00 SDN #00048 (DVN #3307) – Specific COVID-19 Direct Costs. COVID-19 pandemic continued throughout the construction period resulting in unpredictable work environment and periodic work stoppages, re-mobilizations, and implementation of new and unparalleled safety protocols. \$21,586,103.00 SDN #00049 (DVN #3308) – COVID-19 Loss of Productivity. Ontario State of Emergency resulted in loss of productivity and Work inefficiencies due to increase in unplanned Work activities. \$89,014,103.00 SDN #00050 (DVN #46) – Newly imposed restrictions mandated by the Ontario Ministry of Northern Development, Mine, Natural Resources & Forestry as a result of forest fires in the Project area. \$ 282,805.00 SDN #00051 (DVN #3310) – Additional construction costs as a result of denial of access to area known as Karma Cliffs. (Previously paid partial payment of \$9,091,760.00 under SCO #6) \$ 2,977,976.00</p>		
Contract Start Date: <u>December 5, 2017</u>	Total Authorized Amount This Scope Change Order	\$128,593,010.68
Contract Completion Date: <u>October 1, 2021</u>		
Schedule of Prices: <u>Lump Sum Fixed Price</u>		
WORK/SERVICE START DATE: _____ WORK/SERVICE END DATE: _____		
COST HISTORY		SCHEDULE
Original Contract Price	<u>\$520,500,000.00 (CAD)</u>	<input checked="" type="checkbox"/> Change Does Not Affect
Total Previous Changes Auth.	<u>\$ 43,211,245.42 (CAD)</u>	<input type="checkbox"/> Guaranteed Provisional
This Change (Net Amount)	<u>\$128,593,010.68 (CAD)</u>	<input type="checkbox"/> Completion Date
<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Estimate		
Total Contract Price	<u>\$692,304,256.10 (CAD)</u>	<input type="checkbox"/> Change Does Affect
(Including this change)		<input type="checkbox"/> Guaranteed Substantial
Could this Scope Change Order Impact Other Contracts?		<input type="checkbox"/> Completion Date
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Primary Cause of Change (Check One) <input type="checkbox"/> Variance from Quantity Estimate <input type="checkbox"/> Regulatory Requirements <input checked="" type="checkbox"/> Construction Changes <input type="checkbox"/> Engineering Changes <input type="checkbox"/> Other Department Requests <input type="checkbox"/> Vendor Caused (Identify Back Charges) <input type="checkbox"/> Constructability <input type="checkbox"/> Other (Specify) _____	
Accepted by Contractor:		Owner Authorization:

**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

VALARD CONSTRUCTION LP
By: Valard Construction 2008 Ltd., its general partner

NEXTBRIDGE INFRASTRUCTURE LP
By: Upper Canada Transmission, Inc., its general partner

Signature: _____
Name (Print) Steve Sousa
Title (Print) Chief Commercial Officer
Date: August 4, 2022

Signature: _____
Name (Print) Ron Reagan
Title (Print) Vice President
Date: 9/1/2022