

COR/2014/01092

Mr. Gene Coleman
Humber Valley Paving Ltd.
gcoleman@colemans.ca

Dear Mr. Coleman:

Re: Project No. 01-12PHP Paving of the Trans Labrador Highway from km 172.5 to km 248.5, Goose Bay towards Churchill Falls, Labrador.

Further to our recent negotiations to resolve the outstanding matters between us and your company's claim for additional compensation related to the same, this letter will confirm that, while all of your company's obligations in respect of the work that you have completed to date under this contract will remain in effect, your company in light of the effect of the events of last summer and delays occasioned as a result of the forest fires and road closures that occurred in western Labrador that affected project timing, delivery and project costs, we have by mutual agreement, agreed and do agree to release your company from its obligation to perform the remaining unperformed work under this contract. Our mutual agreement is reached and based on the understanding and subject to your company's agreement that it: will make no further claim or claims for compensation, howsoever arising, under this contract or related to this contract or the work of this contract, including claims for delay or extra costs to your company caused or related to the aforesaid forest fires and road closures; and will execute any further documentation that the Department and its Legal Counsel may require to effect the termination of further work by your company on this project under this contract on the terms above noted. Accordingly, we will, subject to the terms and conditions of this letter, regard your company's obligations to do further work, except any warranty work required, in respect of work you have done under this contract as being at an end.

Should your company be in agreement with the foregoing, please sign the acknowledgement below and return to me at your earliest convenience. On receiving the acknowledgement and signing such other documents (if any) as the Department and its Legal Counsel may require, your Company's Labour & Materials and Performance Bonds will be returned to you.

Sincerely,



GARY GOSSE, P.Eng.
Assistant Deputy Minister-Transportation

- c. Brent Meade, Deputy Minister
Keith Dawe
David Jones QC

Acknowledgement and Agreement

Humber Valley Paving Limited acknowledges and agrees to the termination of its obligations under the Agreement between it and Her Majesty the Queen in right of Newfoundland and Labrador as represented by the Minister of Transportation and Works to do further work under and with respect to Project 1-12PHP on the terms and conditions above noted.



Humber Valley Paving Limited

March 21st 2014

Date