

Confidential

Dated May 1, 2014

MIDAMERICAN (ALBERTA) CANADA HOLDINGS CORPORATION

AND

BERKSHIRE HATHAWAY ENERGY COMPANY

AND

SNC-LAVALIN TRANSMISSION LTD.

AND

SNC-LAVALIN TRANSMISSION II LTD.

AND

SNC-LAVALIN TRANSMISSION III LTD.

AND

942064 ALBERTA LTD.

AND

SNC-LAVALIN GROUP INC.

SHARE PURCHASE AGREEMENT

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THIS SHARE PURCHASE AGREEMENT is dated May 1, 2014 and made between:

(1) **MIDAMERICAN (ALBERTA) CANADA HOLDINGS CORPORATION**, a corporation formed under the laws of Alberta;

(the **Purchaser**);

and

(2) **SNC-LAVALIN TRANSMISSION LTD.**, a corporation formed under the laws of Alberta;

(3) **SNC-LAVALIN TRANSMISSION II LTD.**, a corporation formed under the laws of Alberta;

(4) **SNC-LAVALIN TRANSMISSION III LTD.**, a corporation formed under the laws of Alberta;

(collectively, the **Sellers**);

and

(5) **942064 ALBERTA LTD.**, a corporation formed under the laws of Alberta;

and

(6) **SNC-LAVALIN GROUP INC.**, a corporation formed under the laws of Canada;

(the **Seller Guarantor**)

and

(7) **BERKSHIRE HATHAWAY ENERGY COMPANY**, a corporation formed under the laws of Iowa;

(the **Purchaser Guarantor**)

RECITALS:

WHEREAS, after the Pre-Closing Reorganization (as defined below), the Sellers will be the registered and beneficial owners of all of the issued and outstanding shares in the capital of a corporation to be formed under the laws of Alberta, that will own and hold all of the shares, units and other securities, directly and indirectly, in the capital of the Acquired Subsidiaries (as defined below) (the **Corporation**);

WHEREAS the Sellers wish to sell all of the issued and outstanding shares they each own in the capital of the Corporation upon Closing and the Purchaser wishes to purchase such shares, on and subject to the terms and conditions set out in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

Acquired Entities means, collectively, the Corporation and the Acquired Subsidiaries.

Acquired Shares means all of the issued and outstanding shares in the capital of the Corporation immediately before Closing but after the Pre-Closing Reorganization, duly endorsed for transfer.

Acquired Subsidiaries means each Subsidiary of the Corporation or entities in the capital of which the Corporation holds, directly or indirectly, a 50% interest, in each case as of Closing, including, SNC-Lavalin Energy Alberta Ltd., SNC-Lavalin GP Holdings Ltd., AHLP, AILP, ALP, AIML, AML, AOLP, a 50% interest in Heartland Transmission L.P., AOML, a 50% interest in Heartland Transmission Management Ltd., and includes the Corporation following the completion of the Pre-Closing Reorganization, and **Acquired Subsidiary** means anyone of them individually. For greater certainty, each of Heartland Transmission Management Ltd. and Heartland Transmission L.P. shall be deemed to be a Subsidiary of the Corporation for the purposes of this Agreement.

Acquisition Price has the meaning specified in Section 2.2.

AESO means the Alberta Independent System Operator, operating as the Alberta Electric System Operator, together with any replacement or successor thereto.

Affiliate means, as applied to any Person, (a) any other Person directly or indirectly controlling, controlled by or under common control with that Person, or (b) any other Person that owns or controls 50% or more of each class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of that Person or any of its affiliates. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by”, and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

Agreement means this share purchase agreement and the Disclosure Schedule and exhibits attached to it or otherwise forming part of it, as the same may be amended, restated, replaced, supplemented or novated from time to time; and the words **Article** and **Section** followed by a number or letter mean and refer to the specified Article or Section of this share purchase agreement.

AHLP means AltaLink Holdings, L.P.

AHLP LPA means the amended and restated limited partnership agreement of AHLP, dated as of February 18, 2013, between AIML, as general partner, and SNC-Lavalin Transmission Ltd., SNC-Lavalin Transmission II Ltd. and SNC-Lavalin Transmission III Ltd., as limited partners.

AILP means AltaLink Investments, L.P.

AILP LPA means the amended and restated limited partnership agreement of AILP, dated as of June 22, 2006 and amended as of November 4, 2011, between AIML, as general partner, and AHLP, as limited partner.

AIML means AltaLink Investment Management Ltd.

ALP means AltaLink, L.P.

ALP LPA means the amended and restated limited partnership agreement of ALP, dated as of June 22, 2006 and amended as of March 1, 2012, between AML, as general partner, and AILP, as limited partner.

AML means AltaLink Management Ltd.

AML USA means the amended and restated unanimous shareholders agreement, dated as of March 1, 2012, among SNC-Lavalin Energy Alberta Ltd., SNC-Lavalin GP Holdings Ltd. and AML, as amended, restated, supplemented or otherwise modified from time to time.

AOLP means AltaLink Ontario, L.P.

AOLP LPA means the limited partnership agreement of AOLP, dated as of March 25, 2011, among AOML, as general partner, and AILP, as limited partner.

AOML means AltaLink Ontario Management Ltd.

Applicable Law means, with respect to any Person, (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, order, decree, judgment, decision or other requirement having the force of law, and (b) any policy, companion policy, practice, protocol, standard or guideline of any Governmental Authority having the force of law (collectively, the **Law**), in each case binding on such Person.

Approved Capital Project means any Direct Assign Project which has forecasted capital expenditures equal to or greater than \$50,000,000, which has received AUC Facility Approval, as set forth in Section 3.24 of the Disclosure Schedule.

Assets means, with respect to any Acquired Entity, all property and assets of the such Acquired Entity of every nature and kind and wherever located including (a) the Owned Land and the buildings, improvements and fixtures located thereon of such Acquired Entity and the Unoccupied Land, (b) the Business Structures of such Acquired Entity, (c) all machinery, equipment, furniture, accessories and supplies of all kinds of such Acquired Entity, (d) all trucks, cars and other vehicles of such Acquired Entity, (e) all inventories of such Acquired Entity, (f) all accounts receivable of every nature and kind, whether current or not, of such Acquired Entity, (g) all IP Rights of such Acquired Entity, (i) all Authorizations issued to such Acquired Entity, (j) the Material Leases, the Easements and all other Contracts binding on or benefiting such Acquired Entity, (k) the Books and Records of such Acquired Entity, and (l) the Corporate Records of such Acquired Entity.

AUC Approvals has the meaning specified in Section 5.9.

AUC or **Alberta Utilities Commission** means the *Alberta Utilities Commission*, together with any replacement or successor thereto.

AUC Disallowance means the dollar amount of capitalized costs to be included in rate base which were (i) incurred by an Operating Entity prior to Closing, or (ii) committed pursuant to a written Material Contract entered into prior to Closing and incurred prior to December 31, 2017, and which such Operating Entity does not recover as part of its current or future tariff as a result of any final decision, ruling or order of the AUC or of a court which becomes final without an appeal being made thereon by the applicable Operating Entities, taking into consideration the rights and obligations under Section 9.3(c)(iv), on or before December 31, 2018 for such costs incurred prior to Closing or on or before December 31, 2020 for such other costs, and which disallows such capitalized costs from being included in rate base.

AUC Facility Application means the filings and other required documentation submitted to the AUC pursuant to the *Hydro and Electric Energy Act* (Alberta) for the purposes of obtaining AUC Facility Approval.

AUC Facility Approval means the Authorization issued by the AUC pursuant to the *Hydro and Electric Energy Act* (Alberta) authorizing the construction of an electricity transmission project in the Province of Alberta.

Authorization means, with respect to any Person, any order, permit, approval, consent, waiver, licence or other authorization issued, granted, given or authorized by, or made applicable under the authority of, any Governmental Authority having jurisdiction over the Person.

Books and Records means, with respect to any Acquired Entity, all books of account, Tax Returns and other tax records, working papers, personnel records, sales and purchase records, customer and supplier lists, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections and all other documents, files, correspondence and other information of such Acquired Entity (whether in written, electronic or other form), other than the Corporate Records.

Business means the business currently carried on by Acquired Entities which involves participating, directly and indirectly, (a) in the transmission of electricity, (b) the construction, ownership and operation of electrical transmission lines and infrastructure, including the use of such infrastructure for telecommunication purposes, (c) engineering services related to the transmission and/or distribution of, electricity and related administrative services associated with activities described in (a) and (b) above, (d) seeking business development opportunities involving the activities set forth in (a), (b) and (c) above; and (e) other immaterial business undertakings and development opportunities not otherwise referenced in clauses (a) to (d) above.

Business Day means any day, other than a Saturday, Sunday or statutory or civic holiday in Montreal, Quebec or Calgary, Alberta.

Business Structures has the meaning specified in Section 3.18.

Cantega Agreement means the Consulting and Investment Agreement entered into as of October 4, 2011 between ALLP and Cantega Technologies Inc.

Capital Project means any Early Stage Development Project, Late Stage Development Project or Approved Capital Project.

Closing means the completion of the purchase and sale transactions contemplated in this Agreement.

Closing Date means five (5) Business Days following the receipt of the last one of the Required Consents and the Required Authorizations to be obtained, or such other date that the parties may determine from time to time.

Closing Period means the period between the time of the execution of this Agreement and the Closing.

Code of Conduct means the AML Inter-Affiliate Code of Conduct dated December 30, 2003.

Collective Bargaining Agreements means:

- (a) the collective agreement between AML and the United Utility Workers' Association of Canada effective January 1, 2013 to December 31, 2015; and

- (b) the collective agreement between AML and Local Union 254 of the International Brotherhood of Electrical Workers effective January 1, 2014 to December 31, 2016.

Commercially Reasonable Efforts means the efforts that a prudent person who desires to achieve a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible to the extent that such efforts are sound from a commercial and business point of view.

Competition Act means the *Competition Act* (Canada), inclusive of the regulations promulgated thereunder.

Competition Act Approval means (a) the issuance of an Advance Ruling Certificate pursuant to section 102 of the *Competition Act*, (b) the Purchaser has, and the Sellers and 942064 Alberta Ltd. have caused the Corporation to have, given the notice required under section 114 of the *Competition Act* with respect to the transactions contemplated by this Agreement and the applicable waiting period under section 123 of the *Competition Act* has expired or been waived in accordance with the *Competition Act*, or (c) the obligation to give the requisite notice has been waived pursuant to subsection 113(c) of the *Competition Act* and, in the case of (b) or (c), the Purchaser has been advised in writing by the Commissioner of Competition or a person authorized by the Commissioner of Competition that such Person is of the view, that, in effect, the Commissioner of Competition does not, at that time, intend to make an application under section 92 of the *Competition Act* in respect of the transactions contemplated by this Agreement and such advice has not been rescinded.

Consent means any consent, approval, waiver or other authorization or contractual amendment and/or restatement required under a Contract.

Contracts means all binding agreements, arrangements, and undertakings (whether written, electronic or oral), to which a Person is a party or a beneficiary or pursuant to which any of its property or assets are or may be affected.

Corporate Records means, with respect to any Acquired Entity, the corporate or limited partnership records of such Acquired Entity, including (a) all constating documents, articles and by-laws, (b) all material minutes of meetings and resolutions of shareholders, partners, directors and general partner and (c) the securities certificate books, securities register, register of transfers and register of directors.

Corporation has the meaning specified in the recitals to this Agreement.

CRA means the Canada Revenue Agency or its successor.

Damages has the meaning specified in Section 9.1(a).

Daily Return, as calculated on each day (in this definition, the **relevant day**), starting on (and including) January 1, 2014 and ending on (and including) the Closing Date, the amount obtained by applying the following formula:

$$\frac{(A + B) \times C}{365}$$

where

A is \$2,666,000,000, being the amount which the Purchaser agrees to pay for the Acquired Shares if the Closing occurred on December 31, 2013;

B is the aggregate amount of Equity Contributions made from (and including) January 1, 2014 to (and including) the relevant day;

C is 10% (calculated on a simple and non-compounded basis), which is the return on equity to be paid by the Purchaser to the Sellers in accordance with the terms hereof.

Debt Financing Agreements means:

- (a) the second amended and restated credit agreement, dated as of December 19, 2013, among ALP (as borrower), AML (as general partner), the Bank of Nova Scotia (as agent of the lenders, and as lender) and all other lenders which become parties thereunder (as lenders), as amended, restated, supplemented or otherwise modified from time to time;
- (b) the third amended and restated credit agreement, dated December 19, 2013, among ALP (as borrower), AML (as general partner), the Bank of Nova Scotia (as administrative agent of the lenders, co-lead arranger and co-bookrunner), the Royal Bank of Canada (as syndication agent, co-lead arranger and co-bookrunner), the Bank of Montreal and National Bank of Canada (as co-documentation agents) and the Bank of Nova Scotia, Royal Bank of Canada, the Bank of Montreal, National Bank of Canada, the Toronto-Dominion Bank and Alberta Treasury Branches, and all other lenders which become parties thereunder (as lenders), as amended, restated, supplemented or otherwise modified from time to time;
- (c) the amended and restated credit agreement dated as of December 14, 2011, among AIML, in its capacity as general partner of AILP (as borrower), AIML (as general partner), Royal Bank of Canada (as administrative agent of the lenders, and as lender), RBC Capital Markets (as sole lead arranger and sole bookrunner), Bank of Montreal (as documentation agent) and all other lenders which become parties thereunder (as lenders), as amended, restated, supplemented or otherwise modified from time to time;
- (d) the master trust indenture dated November 21, 2005, among AIML, as general partner of AILP (as issuer), AIML (as general partner) and BNY Trust Company of Canada (as trustee), as amended, restated, supplemented or otherwise modified from time to time;
- (e) the \$45,000,000 senior debenture, dated February 16, 2005, issued by AHLP (as borrower) in favor of Ontario Teachers' Pension Plan Board (as lender), as amended, restated, supplemented or otherwise modified from time to time;
- (f) the \$45,000,000 senior debenture, dated February 16, 2005, issued by AHLP (as borrower) in favour of Caisse de dépôt et placement du Québec, as successor to SNC-Lavalin Investment Alberta Ltd., as successor to SNC-Lavalin Ltd., as successor to SNC-Lavalin Transmission II Ltd., as successor to SNC-Lavalin Transmission III Ltd., as successor to MacQuarie Essential Assets Partnership (as lender), as amended, restated, supplemented or otherwise modified from time to time; and
- (g) the amended and restated master trust indenture, dated April 28, 2003, among AML as general partner of ALP (as issuer), AML (as general partner) and BNY Trust Company of Canada, as successor to BMO Trust Company (as trustee), as amended, restated, supplemented or otherwise modified from time to time.

Direct Assign Cost Deferral Account Proceeding means any application, and associated compliance filing, made by an Acquired Entity to the AUC to approve the capital costs associated with Direct Assign Projects to be included in rate base for the purposes of setting utility rates to be paid by the customers of any Acquired Entity.

Direct Assign Project means any electricity transmission project the AESO has direct assigned to any Acquired Entity.

Disclosure Schedule means the disclosure schedule attached to this Agreement.

Draft Return has the meaning specified in Section 5.13(b).

Early Stage Development Project means any Direct Assign Project which has forecasted capital expenditures equal to or greater than \$50,000,000, for which direction has been received by the AESO to prepare a proposal to provide service or an AUC Facility Application and, in all the circumstances, for which no AUC Facility Application has been filed, as set forth in Section 3.24 of the Disclosure Schedule.

Easements means, in relation to the Business, the easement agreements and right of way agreements and all similar Contracts and Authorizations (including for the access of vehicles) to which any Operating Entity is a party in order to secure its rights to build, operate and maintain transmission lines and related equipment in connection with the Business, over the land required for such purpose.

Effective Time means 12:00 a.m. (Mountain Standard Time) on the Closing Date.

Eligible Claim has the meaning specified in Section 9.7(a)(iv).

Employee means, with respect to any Acquired Entity, any full-time, part-time or temporary employee of such Acquired Entity, including any such employee on disability (long-term or short-term), workplace safety and insurance, workers' compensation, pregnancy or parental or other statutory or approved leave.

Employee Plans means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, allowances, profit sharing, deferred compensation, termination, change of control, pension, savings plans, retirement, post-retirement benefits, stock option, stock purchase, stock appreciation, phantom stock, health, welfare, medical, dental, disability, life insurance, accidental death and dismemberment and similar plans, programmes, arrangements or practices relating to current or former employees, officers or directors of the Operating Entities or AILP maintained, sponsored or funded by the Acquired Entities, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered, other than government-sponsored employment insurance, workers' compensation, health insurance or pension plans.

Environmental Laws means all Laws relating to environmental matters or occupational health and safety, including any Laws having as a purpose or effect the protection of the environment, the prevention or reduction to acceptable levels of pollution or the provision of remedies in respect of damage arising therefrom.

EPC Contracts means:

- (a) the Second Amended and Restated Engineer Procure and Construct Master Agreement, dated as of April 9, 2009 and amended as of October 30, 2009 and December 31, 2010 between ALP and SNC-Lavalin ATP Inc. for engineering, procurement and construction management services;
- (b) the Relationship Agreement and EPC Terms and Conditions between ALP and SNC-Lavalin ATP Inc. for a period of five (5) years beginning on May 1, 2012 for engineering, procurement and construction management services; and
- (c) the Relationship Agreement and EPC Terms and Conditions between ALP and Burns McDonnell Canada Ltd. for a period of five (5) years beginning on May 1, 2012 for engineering, procurement and construction management services.

Equity Contributions means the aggregate amount of all contributions made by the Sellers, 942064 Alberta Ltd. and their Affiliates (other than the Acquired Entities) to the capital of the Acquired Entities, without duplication, whether or not in consideration for the issuance of shares, units or other securities, net of any dividends or distributions made by the Acquired Entities to the Sellers, 942064 Alberta Ltd. and their Affiliates (other than the Acquired Entities), if any, without duplication.

Financial Statements means the financial statements listed in Section 3.29 of the Disclosure Schedule, a copy of each of which is attached as Section 3.29 of the Disclosure Schedule.

First Nations Person has the meaning specified in Section 3.25.

Fort McMurray Project has the meaning specified in Section 5.6(a).

Fundamental Representations has the meaning specified in Section 9.6(c).

GAAP means those generally accepted accounting principles in force from time to time in Canada, consistently applied, including the applicable International Financing Reporting Standards, taking into consideration financial and accounting regulatory requirements.

General Tariff Application means any application, and associated compliance filing, made by any Operating Entity to the AUC to approve its revenue requirement.

Governing Agreements means, collectively, the AHLP LPA, the AILP LPA, the ALP LPA, the AOLP LPA, the Heartland LPA, the AML USA and the Heartland USA, and **Governing Agreement** means any one of them individually.

Governmental Authority means any (a) multinational, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission, board, tribunal, bureau or agency, domestic or foreign, (b) any subdivision or authority of any of the above, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or tax authority under or for the account of any of the above.

Heartland LPA means the limited partnership agreement of Heartland Transmission, L.P., dated as of March 7, 2008 and amended as of June 13, 2008 and February 27, 2009, among Heartland Transmission Management Ltd., as general partner, and AltaLink Heartland Holdings, L.P. (as predecessor of ALP) and EPCOR Transmission Development (Heartland) Limited Partnership, as limited partners.

Heartland USA means the unanimous shareholders' agreement of Heartland Transmission Management Ltd., dated as of March 6, 2008 and amended as of June 13, 2008, among AltaLink Management Ltd., EPCOR Distribution & Transmission Inc. and Heartland Transmission Management Ltd.

Indemnified Person has the meaning specified in Section 9.4(a).

Indemnifying Party has the meaning specified in Section 9.4(a).

Indemnity Representative means (a) where the Indemnified Person is the Purchaser or any Purchaser Indemnified Person, the Purchaser, or (b) where the Indemnified Persons are the Sellers or the Sellers Indemnified Person, any one of the Sellers as identified by the Sellers in their sole discretion.

Information Technology means all computer systems and networks, communications systems, monitoring and operational systems, software systems, programs, databases and hardware, whether owned, used or licenced.

Interested Persons has the meaning specified in Section 3.26(a).

Investment Canada Act means the *Investment Canada Act* (Canada), including the regulations promulgated thereunder.

Investment Canada Act Approval means (a) the Purchaser shall have received notification from the responsible Minister designated under the *Investment Canada Act* that he is satisfied or is deemed to be satisfied that the transactions contemplated in this Agreement are likely to be of net benefit to Canada, on terms and conditions satisfactory to the Purchaser, in its reasonable discretion, and (b) the Purchaser shall not have received notice from the responsible Minister under either subsection 25.2(1) of the *Investment Canada Act* or subsection 25.3(2) of the *Investment Canada Act* within the period prescribed by the *Investment Canada Act* or, if the Purchaser has received such a notice, the Purchaser shall have subsequently received one of the following notices, as applicable: (i) under paragraph 25.2(4)(a) of the *Investment Canada Act* indicating that no order for the review of the transactions contemplated by this Agreement will be made under subsection 25.3(1) of the *Investment Canada Act*, (ii) under paragraph 25.3(6)(b) of the *Investment Canada Act* indicating that no further action will be taken in respect of the transactions contemplated by this Agreement, or (iii) under subsection 25.4(1) of the *Investment Canada Act* that the Governor in Council authorizes the completion of the transactions contemplated by this Agreement, on terms and conditions satisfactory to the Purchaser, in its reasonable discretion.

IP Rights means (a) all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), integrated circuit topographies, mask works, and including all provisional applications, substitutions, continuations, continuations-in-part, patents of addition, improvement patents, divisions, renewals, reissues, confirmations, counterparts, re-examinations and extensions thereof, (b) all trade-marks, service marks, trade dress, trade names, logos, domain names and corporate names, whether registered or existing at common law, social media accounts, (c) all registered and unregistered statutory and common law copyrights and industrial designs, (d) all registrations, applications and renewals for any of the foregoing, (e) all trade secrets, improvements, innovations, discoveries, designs and techniques, and (f) all other similar intellectual property rights owned, licensed, controlled or used by a Person, in any and all relevant jurisdictions in the world.

Late Stage Development Project means Direct Assign Project which has forecasted capital expenditures equal to or greater than \$50,000,000, in respect of which an Acquired Entity has filed an AUC Facility Application but which has not yet received AUC Facility Approval, as set forth in Section 3.24 of the Disclosure Schedule.

Law has the meaning specified in the definition of Applicable Law.

Leased Properties means the building (or part thereof) and such other premises leased pursuant to the Material Leases.

Lien means (a) any mortgage, charge, pledge, lease, sublease, option, hypothec, security interest, assignment, lien (statutory or otherwise), statutory or deemed trust, privilege, easement, servitude, ownership or title retention agreement or conditional sale agreement, or (b) any other encumbrance of any nature or any arrangement or condition which, in each case, in substance, secures payment or performance of an obligation.

Material Adverse Effect means,

- (a) as used in Section 3.14(a) and 7.1(f), with respect to any event, matter, occurrence or circumstance, an effect or change (for the purposes of this "Material Adverse Effect" definition, a "change") that is, or would reasonably be expected to be, materially adverse to the business, Assets, operations or condition (financial or otherwise) of the Acquired Entities, as a whole, but does not include any change arising from (i) changes

in general economic conditions affecting the Acquired Entities or any of their competitors, (ii) changes in Applicable Laws, (iii) changes in policy of the Alberta Utilities Commission or AESO, (iv) changes in GAAP, or (v) except with respect to obtaining the Required Authorizations, this Agreement or the completion of the transactions contemplated in this Agreement; and

- (b) as used elsewhere in this Agreement, a change or series of changes, that are, or would reasonably be expected to be, materially adverse to the business, Assets, operations or condition (financial or otherwise) of the Acquired Entities, considered as a whole.

Material Authorizations has the meaning specified in Section 3.16.

Material Contracts means the following Contracts entered into by any of the Acquired Entities:

- (a) the Contracts entered into which represent, with respect to any such Contract, obligations for such Acquired Entity of more than \$50,000,000 in the aggregate in any given fiscal year;
- (b) any trust indenture, mortgage, promissory note, contracts of guarantee or indemnity respecting the indebtedness or other obligations of another Person, loan agreement, including the Debt Financing Agreements, or any currency exchange, interest rate, commodities or other hedging arrangement;
- (c) the Material Lease identified in Section 3.22 of the Disclosure Schedule with an asterisk;
- (d) any non-competition, non-solicitation or similar Contract limiting the freedom of any Acquired Entity to compete in any geographic area or any line of business;
- (e) the EPC Contracts, and any other Contract respecting any project for capital expenditures in excess of \$50,000,000 in the aggregate;
- (f) any Contract with any Interested Person that is not an Acquired Entity;
- (g) the Governing Agreements;
- (h) the Collective Bargaining Agreements;
- (i) any partnership, joint venture, or other similar Contract, or any Contract or other arrangement which requires, or may require, an Acquired Entity to enter into any partnership, joint venture, or other similar contract, involving a sharing of profits by an Acquired Entity with any Person or any Contract relating to the acquisition or disposition of any business (whether by merger, sale of shares, sale of assets or otherwise), including the Project Commitment and Option Agreement (240kV Electric Transmission Line), dated September 16, 2010 between the Piikani Nation and ALP and the Project Commitment and Option Agreement (240kV Electric Transmission Line), dated May 27, 2010 between the Blood Tribe and ALP; and
- (j) any Contract not described in clauses (a) to (i) above, the termination of which would have a Material Adverse Effect.

Material Leases means the lease agreements listed in Section 3.22 of the Disclosure Schedule.

NI 45-106 means National Instrument 45-106 – *Prospectus and Registration Exemptions*.

Non-Operating Entities means, collectively, the Corporation, as and when incorporated, the Acquired Subsidiaries that are not Operating Entities, and **Non-Operating Entity** means any one of them individually.

Occupied Land means the land occupied by the Operating Entities which is either (i) subject to rights held by, any of the Operating Entities in connection with the Business pursuant to the Easements, or (ii) Owned Transmission Land.

Operating Entities means, collectively, ALP and AML, and **Operating Entity** means any one of them individually.

Ordinary Course means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person or its business, as the case may be, and is taken in the ordinary course of the normal day-to-day operations of the Person or its business.

Owned Land means, collectively, the Owned Transmission Land and the Unoccupied Land.

Owned Transmission Land means, in relation to the Business, the land which any Operating Entity purports to own in order to build, operate and maintain transmission lines and related equipment in connection with the Business, but excludes, for greater certainty, Unoccupied Land and land on which Leased Properties are located.

Parties means the Sellers, 942064 Alberta Ltd. and the Purchaser and any other Person who may become a party to this Agreement.

Partnership Subsidiaries means, collectively, AHLP, AILP, ALP, AOLP and Heartland Transmission L.P.

Permitted Encumbrances means:

- (a) inchoate Liens imposed by Law that are the obligation (contingent or otherwise) of the Acquired Entities and incidental to construction, maintenance, development or operation of the Assets or the Business, in the Ordinary Course; provided that such Liens are related to obligations that are not due or payable and are not registered against any title to any Assets, or if they are registered against any title to any Assets, are being contested in good faith by appropriate proceedings by the applicable Acquired Entity;
- (b) Liens for Taxes, assessments, obligations under workers' compensation or other similar legislation or other requirements, charges or levies of any Governmental Authority that are the obligation of the Acquired Entities, the Sellers or 942064 Alberta Ltd., as applicable (contingent or otherwise), which in each case, are not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or which are being contested in good faith by appropriate proceedings by the applicable Acquired Entity;
- (c) easements, servitudes, encroachments, minor imperfections of title, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that do not, individually or in the aggregate, materially: interfere with the use of any real property or other Assets for the purpose for which they are held, or materially detract from the value of, or materially impair the marketability of, any real property, the Assets or the Business;
- (d) Liens on real property incurred in the Ordinary Course of the Business by any of the Acquired Entities and which do not, individually or in the aggregate, impair the use of or the income from the property covered thereby;

- (e) conventional provisions contained in any contracts or agreements affecting properties under which the Acquired Entities are required, immediately before the expiration, termination or abandonment of a particular property, to reassign to such Person's predecessor in title all or a portion of such Person's rights, titles and interests in and to all or a portion of such property;
- (f) the pledges and deposits to secure the performance of bids, tenders, trade or government contracts leases, licenses or statutory obligations (other than for repayment of borrowed money), surety bonds, performance bonds, completion bonds and other obligations listed in Section 1.1 of the Disclosure Schedule ;
- (g) any Lien consisting of (i) statutory landlord's liens or legal hypothecs under any leases or other Liens on the leased property reserved in leases thereof for rent which is not yet due or for compliance after the Closing Date with the terms of such leases, (ii) rights reserved to or vested in any Governmental Authority to control or regulate any property of Acquired Entities, or to limit the use of such property in any manner which does not materially impair the use of such property for the purposes for which it is used by the Acquired Entities, (iii) obligations or duties to any Governmental Authority with respect to any franchise, grant, license, lease or permit relating to any period after Closing and the rights reserved or vested in any Governmental Authority to terminate any such franchise, grant, license, lease or permit or to condemn or expropriate any property, and (iv) zoning or other land use restrictions and ordinances of any Governmental Authority;
- (h) the Liens in respect of judgments or awards with respect to which an appeal or other proceeding for review is being prosecuted, which are reflected in the Books and Records as a current liability and with respect to which a stay of execution pending such appeal or such proceeding for review has been obtained;
- (i) mechanics' and materialmen's Liens and similar charges not filed of record and not delinquent or that are filed of record but are being contested in good faith by appropriate proceedings by the Acquired Entities; provided that any action to foreclose any such Lien or attach any of the Assets as a result thereof is properly stayed and such contested obligation is reflected in the Books and Records as a current liability; and
- (j) Liens listed and described in Section 1.1 of the Disclosure Schedule.

Person means a natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, corporation or company (with or without share capital), limited liability company, stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority.

Pre-Closing Reorganization means the Sellers' and 942064 Alberta Ltd.'s reorganization to occur between the date hereof and the Closing Date and described in Section 5.1 of the Disclosure Schedule.

Privacy Laws means the *Personal Information Protection and Electronic Documents Act* (Canada) and any regulations thereunder, the *Personal Information Protection Act* (Alberta) and all other Applicable Laws relating to the protection of personal information, as such term is defined in the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any other Applicable Laws relating to the protection of personal information.

Publicly Disclosed means, with respect to any disclosure or information to be provided hereunder, that such disclosure or information is publicly available and found in any document (a) filed with respect to ALP and the Seller Guarantor on the System for Electronic Document Analysis and Retrieval (SEDAR) or (b) filed with or disclosed by the Alberta Utilities Commission with respect to any Acquired Subsidiary; provided that such disclosure or information is

retrievable by members of the public via public internet databases maintained by the Alberta Utilities Commission.

Purchaser has the meaning specified above the Recitals.

Purchaser AUC Approval has the meaning specified in Section 5.9(b).

Purchaser Guarantor has the meaning specified above the Recitals.

Purchaser Indemnified Persons has the meaning specified in Section 9.1(a).

Reference Date means December 31, 2013.

Reorganization Documentation has the meaning specified in Section 3.17;

Required Consents means those Consents set out and described in Section 7.1(c) of the Disclosure Schedule.

Required Authorizations means the Authorizations set out and described in Section 7.1(d) of the Disclosure Schedule.

RFP Process has the meaning specified in Section 5.6(a).

SCADA Systems means the supervisory control and data acquisition (SCADA) systems monitoring the transmission operations of the Operating Entities or any part thereof.

Seller Guarantor has the meaning specified above the Recitals.

Sellers have the meaning specified above the Recitals.

Sellers AUC Approval has the meaning specified in Section 5.9(a).

Sellers Indemnified Persons has the meaning specified in Section 9.2.

Statutory Plans means statutory benefit plans to which any Acquired Entity is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workers' compensation and employment insurance legislation.

Subsidiary means, with respect to any Person, any corporation, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For these purposes, a Person or Persons are deemed to have a majority ownership interest in a partnership, association or other business entity if such Person or Persons are allocated a majority of partnership, association or other business entity gains or losses or control the managing director, managing member, general partner or other managing Person of such partnership, association or other business entity.

Tax Act means the *Income Tax Act* (Canada), as amended, and the regulations promulgated thereunder, in each case as in effect from time to time. Reference to sections of the Tax Act shall be construed also to refer to any successor sections.

Tax Assessment means any assessment, reassessment, determination, action, audit, examination, suit, proceeding, hearing, investigation, charge, complaint, claim or demand that is instituted or asserted by a Tax Authority.

Tax Authority means the Canada Revenue Agency and any other Governmental Authority having taxing authority and their respective successors, if any.

Tax Returns means all returns (including partnership information returns), reports, declarations, elections, notices, filings, forms, statements and other documents (whether in written, electronic or other form) and any amendments, schedules, attachments, supplements, appendices and exhibits thereto, which have been prepared or filed or required to be prepared or filed in respect of Taxes.

Taxes includes any taxes, duties, assessments, imposts, fees, duties, withholdings, levies and other charges of any nature imposed by any Tax Authority and includes all interest, penalties, fines, additions to tax or other additional amounts imposed by any Tax Authority including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, withholding, business, property, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervailing and anti-dumping and all employment insurance, health insurance and Canada and other government pension plan and other employer plan premiums, contributions or withholdings and all other taxes and similar government charges of any kind imposed by any Governmental Authority.

Third Party Claim has the meaning specified in Section 9.4(a).

Transaction Documents means all agreements, certificates and other instruments or documents delivered or given pursuant to this Agreement, but excludes, for greater certainty, the Non-Disclosure Agreement.

Unoccupied Land means the land which any Operating Entity purports to own but which is not currently used or occupied in the Ordinary Course.

World Bank means the World Bank Group and its constituent organizations.

1.2 Gender and Number

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and *vice versa*.

1.3 Certain Phrases and Calculation of Time

- (a) In this Agreement (i) the words "including" and "includes" mean "including (or includes) without limitation"; and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". If the last day of any such period is not a Business Day, such period will end on the next Business Day.
- (b) When calculating the period of time "within" which or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is to be excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

1.4 Headings, etc.

The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

1.5 References to the Schedules and Exhibits

- (a) If a matter is said to be set out, disclosed, listed, described or reflected in a particular Section of the Disclosure Schedule, it is deemed to have been sufficiently disclosed to the Parties (i) if such matter is described in that particular Section of the Disclosure Schedule, (ii) if there is, in that particular Section of the Disclosure Schedule, a cross-reference to another Section of the Disclosure Schedule; or (iii) if it is set out in any other Section of the Disclosure Schedule and it is reasonably apparent that such matter should have been included or cross-referenced in the relevant Section of the Disclosure Schedule;
- (b) The Disclosure Schedule and the exhibits form an integral part of this Agreement.

1.6 Currency

All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in Canadian currency.

1.7 Knowledge

Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of the Sellers or to the fact that the Sellers "are aware of" any information, it is deemed with respect to matters relating to the Acquired Entities, to refer to the knowledge after reasonable due inquiry within SNC-Lavalin Inc. and its Subsidiaries of the individuals listed in Section 1.7 of the Disclosure Schedule and who are identified as officers of either or both of AML and/or SNC-Lavalin Inc., an Affiliate of the Sellers and 942064 Alberta Ltd., and not in their personal capacity.

1.8 Accounting Terms

All accounting and financial terms and references not defined in this Agreement are to be interpreted in accordance with GAAP.

1.9 Statutory References

Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as at the date of this Agreement.

1.10 Governing Law

- (a) This Agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of law principles.
- (b) Each of the Parties irrevocably attorns and submits to the exclusive jurisdiction of the courts of Alberta in any action or proceeding arising out of or relating to this Agreement. Each of the Parties waives objection to the venue of any action or proceeding in such court or any argument that such court provides an inconvenient forum.

ARTICLE 2 – ACQUIRED SHARES AND ACQUISITION PRICE

2.1 Purchase and Sale

Subject to the terms and conditions of this Agreement, the Sellers covenant and agree to sell, assign, transfer and deliver to the Purchaser, and the Purchaser covenants and agrees to purchase and acquire from the Sellers, on the Closing Date as of the Effective Time, the Acquired Shares.

2.2 Acquisition Price

Subject to the terms of this Agreement, the aggregate consideration (the **Acquisition Price**) payable by the Purchaser for the Acquired Shares shall be the amount obtained by applying the following formula:

$$A + B + C$$

where

A is \$2,666,000,000, being the amount which the Purchaser agrees to pay for the Acquired Shares if the Closing occurred on December 31, 2013;

B is the aggregate amount of Equity Contributions made from (and including) January 1, 2014 to (and including) Closing; and

C is the sum of all Daily Returns from (and including) January 1, 2014 to (and including) the Closing Date.

2.3 Payment of the Acquisition Price

On the Closing Date, the Purchaser shall pay the Acquisition Price by wire transfer of immediately available funds (using the large value transaction system) payable to the Sellers to the accounts and in the amounts to be indicated in writing by the Sellers at Closing.

ARTICLE 3 – REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers and 942064 Alberta Ltd. hereby jointly and severally represent and warrant as follows to the Purchaser:

3.1 Incorporation and Corporate and Partnership Power

- (a) Each of the Sellers, 942064 Alberta Ltd., SNC-Lavalin Energy Alberta Ltd., SNC-Lavalin GP Holdings Ltd., AIML, AML and Heartland Transmission Management Ltd. is a corporation incorporated or amalgamated, as the case may be, organized and existing under the laws of Alberta and has the corporate power and authority to own and operate its property and assets, carry on its business and enter into and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party.
- (b) AOML is a corporation incorporated, organized and existing under the laws of Ontario and has the corporate power and authority to own and operate its property and assets, carry on its business and enter into and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party.
- (c) Each of AHLP, AILP, ALP and Heartland Transmission L.P. is a limited partnership formed, organized and existing under the laws of Alberta and has the limited partnership power and authority to own and operate its property and assets, carry on its business,

and enter into and perform its obligations under each of the Transaction Documents to which it is a party.

- (d) AOLP is a limited partnership formed, organized and existing under the laws of Ontario and has the limited partnership power and authority to own and operate its property and assets, carry on its business, and enter into and perform its obligations under each of the Transaction Documents to which it is a party.
- (e) The Corporation will, as of the Closing Date, be a corporation incorporated, organized and existing under the laws of Alberta and will, as of the Closing Date, have the corporate power and authority to own and operate its property and assets, carry on its business and enter into and perform its obligations under each of the Transaction Documents to which it is a party.

3.2 Corporate Authorizations, etc.

The execution, delivery and performance by the Sellers and 942064 Alberta Ltd. of this Agreement and the Transaction Documents, and the completion of the transactions contemplated by the Pre-Closing Reorganization:

- (a) has been (with respect to this Agreement), or will be as of the Closing Date (with respect to the Transaction Documents and the Pre-Closing Reorganization), duly authorized by all necessary corporate action on the part of the Sellers and 942064 Alberta Ltd.; and
- (b) do not or will not when entered into at Closing, as the case may be, or would not with the giving of notice, the passage of time or the happening of any other event or circumstance, result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the constating documents, the Governing Agreements, the by-laws or the resolutions of board of directors, shareholders or unitholders of any of the Sellers, 942064 Alberta Ltd., the Acquired Subsidiaries or, as and when created, the Corporation.

3.3 No Conflict with Authorizations

The execution, delivery and performance by the Sellers and 942064 Alberta Ltd. of this Agreement and the completion of the transactions contemplated by the Pre-Closing Reorganization do not, and would not with the giving of notice, the passage of time or the happening of any other event or circumstance:

- (a) result in a breach or a violation of, conflict with, or cause the termination or revocation of, any Material Authorization held by the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities;
- (b) result in or require the creation of any Lien upon any of the Acquired Shares or any Assets or the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities;
- (c) result in a breach or a violation of, or conflict with, any Applicable Law; or
- (d) cause the occurrence of a Material Adverse Effect.

3.4 Required Authorizations

Except as set out in Section 3.4 of the Disclosure Schedule, there is no requirement for the Sellers, 942064 Alberta Ltd. or the Acquired Entities to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement or the

Pre-Closing Reorganization, except where the failure to obtain such Authorization does not have a Material Adverse Effect.

3.5 Required Consents

Except for the Consents set out in Section 3.5 of the Disclosure Schedule, there is no requirement for the Sellers, 942064 Alberta Ltd. or the Acquired Subsidiaries, and there will not be any requirement for the Corporation as of the Closing Date, to obtain any Consent from any Person who is a party to a Material Contract as a condition to the lawful completion of the transactions contemplated by this Agreement or the Pre-Closing Reorganization.

3.6 Execution and Binding Obligation

This Agreement has been (and each of the Transaction Documents will be on the Closing Date) duly executed and delivered by each of the Sellers, 942064 Alberta Ltd. and the Acquired Subsidiaries, to the extent such Person is a party to any such agreements, and constitute legal, valid and binding obligations of each one of the Sellers, 942064 Alberta Ltd. and the Acquired Subsidiaries, to the extent such Person is a party to any such agreements, enforceable against each one of the Sellers, 942064 Alberta Ltd. and the Acquired Subsidiaries, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors and the exercise of judicial or administrative discretion in accordance with general equitable principles.

3.7 Authorized and Issued Capital, and Title to Shares

- (a) With respect to each of SNC-Lavalin Energy Alberta Ltd., SNC-Lavalin GP Holdings Ltd., AIML, AML, AOML and Heartland Transmission Management Ltd., Section 3.7(a) of the Disclosure Schedule accurately sets forth, opposite their respective name, the (i) authorized capital of each such corporation, and (ii) all of the issued and outstanding capital of each such corporation along with the registered and beneficial owners thereof, all of which has been duly issued and is outstanding as fully paid and non-assessable. Except for the securities held by EPCOR Distributions & Transmission Inc. in the capital of Heartland Transmission Management Ltd., the securities described as being owned by a Person in Section 3.7(a) of the Disclosure Schedule are owned by such Person with good and valid title thereto, free and clear of all Liens. Each of SNC-Lavalin Energy Alberta Ltd., SNC-Lavalin GP Holdings Ltd., AIML, AML, AOML and Heartland Transmission Management Ltd. is a private issuer (as such term is defined in Section 2.4 of NI 45-106).
- (b) With respect to each of AHLP, AILP, ALP, AOLP, Heartland Transmission L.P., Section 3.7(b) of the Disclosure Schedule accurately sets forth, opposite their respective name, all of the units or other partnership interests of each such limited partnership along with the registered and beneficial owners thereof, all of which have been duly issued or granted, as the case may be, in compliance with all Applicable Laws (including securities Laws) and the limited partnership agreement governing such limited partnership. Except for the securities held by EPCOR Transmission Development (Heartland) Limited Partnership in the capital of Heartland Transmission L.P., the securities and/or partnership interests described as being owned by a Person in Section 3.7(b) of the Disclosure Schedule are owned by such Person with good and valid title thereto, free and clear of all Liens. AIML is the sole general partner of each of AHLP and AILP, AML is the sole general partner of ALP, AOML is the sole general partner of AOLP, and Heartland Transmission Management Ltd. is the sole general partner of Heartland Transmission L.P. Each of AHLP and AILP is a private issuer (as such term is defined in Section 2.4 of NI 45-106) and has never issued securities in any manner contrary to its constating documents, nor has it ever distributed any such securities without the benefit of a

prospectus exemption. ALP is a “reporting issuer” not in default or has equivalent status in each of the provinces of Canada.

3.8 No Other Agreements to Acquire

Except as disclosed in Section 3.8 of the Disclosure Schedule, no Person has any written or oral agreement, option, warrant, understanding or commitment or any right or privilege capable of becoming such for:

- (a) the purchase or acquisition of any of the issued and outstanding shares, units or other securities or interests in the capital of any Acquired Entity;
- (b) the purchase, subscription, allotment or issuance of any of the unissued shares, units or other securities or interests in the capital of any Acquired Entity;
- (c) the creation of any partnership, joint venture, or other similar arrangement involving a sharing of profits by an Acquired Entity with any Person or any Contract relating to the acquisition or disposition of any business (whether by merger, sale of shares, sale of assets or otherwise); except, in each case, any Contract entered into in connection with the Fort McMurray Project; or
- (d) the purchase or acquisition of all or substantially all of the Assets of the Acquired Entities, taken as a whole.

3.9 Governing Agreement

Except for the Governing Agreements, (a) none of the Acquired Subsidiaries is a party to, subject to, or affected by, any unanimous shareholders agreement, declaration of the sole shareholder or partnership agreement; and (b) there are no shareholders’ agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Acquired Subsidiaries.

3.10 Corporate Records

The Corporate Records of the Acquired Subsidiaries are complete and accurate in all material respects and all corporate proceedings and actions reflected in such Corporate Records have been conducted or taken in compliance with all Applicable Laws in all material respects and in compliance with the articles, by-laws and Governing Agreements, as the case may be, of the relevant Acquired Subsidiary.

3.11 Dividends and Other Distributions

Since the Reference Date, none of AHLP, SNC-Lavalin Energy Alberta Ltd, Heartland Transmission Management Ltd. or Heartland Transmission L.P. has declared or paid any dividend or declared or made any other distribution or return of capital on any of its shares, units or other securities or has, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares, units or other securities or agreed to do any of the foregoing.

3.12 Subsidiaries

None of the Acquired Subsidiaries has any Subsidiary or holds any securities or other ownership, equity or proprietary interests in any other Person, except, as applicable, for (a) an Acquired Subsidiary that is a Subsidiary of another Acquired Subsidiary or in the capital of which another Acquired Subsidiary otherwise holds an interest, and (b) a minority interest held by AILP in the capital of Cantega Technologies Inc.

3.13 Qualification

Each of the Acquired Subsidiaries is qualified, licensed or registered to carry on business in the jurisdictions set out opposite its name in Section 3.13 of the Disclosure Schedule. The Corporation will, as of the Closing Date, be qualified, licensed or registered to carry on business in the jurisdictions set out opposite its name in Section 3.13 of the Disclosure Schedule. The jurisdictions set out in Section 3.13 of the Disclosure Schedule include all jurisdictions in which:

- (a) the nature of the Assets or business of each of the Acquired Subsidiaries makes (and, in respect of the Corporation, will make as of the Closing Date) such qualification necessary or desirable;
- (b) the relevant Acquired Subsidiary owns or leases any property or assets;
- (c) the relevant Acquired Subsidiary conducts any business; and
- (d) the Corporation will, as of the Closing Date, own or lease any property or assets or conduct any business.

3.14 Conduct of Business in Ordinary Course

Except as set out in Section 3.14 of the Disclosure Schedule, since the Reference Date:

- (a) there has been no Material Adverse Effect; and
- (b) each of the Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities has carried on its business in the Ordinary Course.

3.15 Compliance with Laws

The Acquired Subsidiaries have at all times, in the two years prior to the date hereof, conducted the Business in compliance with all Applicable Laws, except for acts which, taken separately or in the aggregate, do not constitute a Material Adverse Effect.

3.16 Business Authorizations

The Acquired Subsidiaries own, possess or lawfully use, in the operation of the Business, all material Authorizations which are necessary for them to conduct the Business or for the ownership and use of their respective Assets, including any required AUC Facility Approval (the **Material Authorizations**). Each Material Authorization held by the Acquired Subsidiaries is valid, subsisting and in good standing in all material respects, the Acquired Subsidiaries are not in material default or breach of any Material Authorization and, except as disclosed in Section 3.32 of the Disclosure Schedule, no proceedings are pending or threatened to revoke or limit any Material Authorization held by the Acquired Subsidiaries. Section 3.16 of the Disclosure Schedule contains a true and complete list of all Material Authorizations issued by or obtained from the AUC. For the purposes of this Section 3.16, proceedings shall be deemed "threatened" only to the extent that the same have been the object of a formal demand letter or a written notification from a Person.

3.17 Pre-Closing Reorganization

The Sellers and 942064 Alberta Ltd. have provided to the Purchaser a detailed written summary of all material actions with respect to the Pre-Closing Reorganization (the **Reorganization Documentation**). On or before the Closing Date, the Pre-Closing Reorganization will have been duly completed in accordance with the Reorganization Documentation and in accordance with all Applicable Laws. Other than as set out in Section 3.17 of the Disclosure Schedule, on or before the Closing Date, (i) all Consents, Authorizations and approvals of other Persons required in

connection with the Pre-Closing Reorganization will have been received, and (ii) all registrations, declarations and filings with any Governmental Authorities or other Persons required in connection with the Pre-Closing Reorganization will have been duly completed.

3.18 Good Marketable Title to the Assets

Each of the Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities has good and marketable title to all of the properties and assets that it owns or purports to own (including all properties and assets reflected as being owned by the Acquired Subsidiaries in the financial Books and Records), free and clear of all Liens and defects of any kind that would materially affect the value of the Assets of the Acquired Subsidiaries or the operation of the Business, taken as a whole, other than Permitted Encumbrances, including, as it relates to the Operating Entities, the buildings, transmission towers, telecontrol equipment, metering equipment, transmission lines, electrical works, transformers, substations and fixtures used in the conduct of the Business (collectively, the **Business Structures**).

3.19 Sufficiency of Assets

The Business is the only business operation carried on by the Acquired Subsidiaries and the Assets of the Acquired Subsidiaries include all rights, assets and property necessary for the conduct of the Business. All of the tangible Assets that are required to carry on the Business in the Ordinary Course are situate on the Occupied Land, the Leased Properties or on properties subject to other leases or real property Contracts to which an Acquired Subsidiary is a party, except with respect to Assets in transit in the Ordinary Course.

3.20 Assets of the Non-Operating Entities

The Non-Operating Entities do not own, lease or are not otherwise in possession of or hold any interest in, any tangible personal or real property which is, individually or in the aggregate, material to the Business.

3.21 Condition of Assets

To the knowledge of the Sellers, the buildings, structures, transmission towers, transmission lines, electrical works, transformers, substations, components of the SCADA Systems, fixtures, vehicles, equipment and other tangible personal property owned or leased by the Operating Entities and material to the Business are, in all material respects, in good operating condition having regard to their use and age, adequate and suitable for the uses to which they are being put. To the knowledge of the Sellers, none of such buildings, transmission towers, transmission lines, electrical works, transformers, substations, components of the SCADA Systems, structures, fixtures, vehicles, equipment or other tangible personal property owned or leased by the Operating Entities are, as of the date hereof, in need of material maintenance or repairs, except for any maintenance or repairs (a) usually performed in the Ordinary Course, (b) which are Publicly Disclosed, (c) which are to be performed under any Contract which is currently in effect pursuant to which a third party (including an Affiliate) is retained for the maintenance or repair of such assets, or (d) which are to be performed as a result of *force majeure* events.

3.22 Real Property

To the knowledge of the Sellers:

- (a) the Operating Entities are not the owners or lessees of any material real property or any interest in any material real property other than the Occupied Land, Leased Properties and the Owned Land;

- (b) the Operating Entities are the absolute registered and beneficial owners of, and have good and marketable title to, the Owned Land free and clear of all Liens other than Permitted Encumbrances;
- (c) the Operating Entities have adequate rights of ingress and egress to, from and over the Occupied Land and Leased Properties for the operation of the Business, in the Ordinary Course, except as disclosed in Section 3.22(c) of the Disclosure Schedule;
- (d) none of the Owned Land or Leased Properties encroaches on any property owned by any other Person in any material respect or infringes on any right of way, easement, or similar Lien in any material respect (without such encroachment or infringement having been consented to by the relevant Person), none of the Acquired Subsidiaries has received any written claim, nor are there any written claims by any Acquired Subsidiaries against any adjoining land owners in respect of any encroachment onto any of the Occupied Land, Unoccupied Land or Leased Properties;
- (e) there is no plan, study, notice of intent or pending by-law or change in any Applicable Law, which, if implemented, would change the zoning or existing use of any of the Leased Properties, Unoccupied Land or Occupied Land and which constitutes a Material Adverse Effect;
- (f) there are no outstanding work orders from or required by any municipality, police department, fire department, sanitation department, health or safety department or any other Governmental Authorities and there are no matters under discussion with or by any of the Operating Entities relating to work orders on or in respect of the Leased Properties, Unoccupied Land or Occupied Land which constitute a Material Adverse Effect;
- (g) the Easements provide all interests on the Occupied Land subject thereto which are necessary for the conduct of the Business (including, in the Ordinary Course of the operation and maintenance of the Business Structures located on the Occupied Land) as conducted on the date hereof;
- (h) each of the Easements is in good standing in all material respects, creates a good and valid leasehold interest, right of superficies, servitude, easement or right of way, subject to Permitted Encumbrances, as the case may be, in favour of the Operating Entity which is a party thereto, in and to the Occupied Land subject thereto and is in full force and effect;
- (i) the Business Structures were constructed in a good and workmanlike manner substantially in accordance with plans approved by the applicable Governmental Authority and in accordance with Applicable Laws in all material respects;
- (j) none of the Acquired Subsidiaries is a party to, or under any agreement to become a party to, any material real property lease for office space, storage and vehicle parking purposes other than the Material Leases, true, correct and complete copies of which have been provided to the Purchaser; and
- (k) each Material Lease is in good standing and in full force and effect without amendment and without subletting or assignment of any rights in any material respects, and creates a good and valid leasehold estate in favour of the Acquired Subsidiary party thereto, and each Acquired Subsidiary is in occupation of the premises pursuant to the Material Lease(s) to which it is a party and has at all times paid the full rent due in accordance with such Material Lease(s).

3.23 Material Contracts

Except as disclosed in Section 3.23 of the Disclosure Schedule, each of the Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities has performed all of the material obligations required to be performed by it and is entitled to all benefits thereunder, and to the knowledge of the Sellers, there exists no material default, breach, termination event or (p)repayment event under any Material Contract. Except to the extent that its term has expired in accordance with its terms, each of the Material Contracts is in full force and effect, and, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors and the exercise of judicial or administrative discretion in accordance with general equitable principles, is a valid and binding obligation of the Acquired Subsidiary which is a party thereto. The copies of the Material Contracts which were provided by the Sellers to the Purchaser were true, correct and, in all material respects, complete copies of such Material Contracts.

3.24 Capital Projects

Section 3.24 of the Disclosure Schedule sets out a complete and accurate list of the Capital Projects as of April 1st, 2014, together with information regarding the current stage of such Capital Projects, and sets forth for each Approved Capital Project and for each Late Stage Development Project as of April 1st, 2014:

- (a) the Sellers' estimate of the projected in-service date;
- (b) the aggregate forecast project costs previously filed with the AUC together with the date such forecast project costs were filed; and
- (c) the current aggregate forecast project costs attributed thereto.

3.25 First Nations Matters

There is no Contract entered into between any Acquired Subsidiary and any aboriginal person or group (each, a **First Nations Person**) which has been entered into outside of the Ordinary Course, except for (a) the Project Commitment and Option Agreement (240kV Electric Transmission Line), dated September 16, 2010 between the Piikani Nation, and (b) ALP and the Project Commitment and Option Agreement (240kV Electric Transmission Line), dated May 27, 2010 between the Blood Tribe and ALP.

3.26 Related Party Transactions

Except as set forth in Section 3.26 of the Disclosure Schedule:

- (a) all Contracts binding upon the Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities with Persons not dealing at arm's length (within the meaning of the Tax Act but excluding in each case the Acquired Entities) (each, **Interested Persons**) have been entered into in all material respects upon terms and conditions that are customary in agreements entered into between Persons dealing at arm's length;
- (b) no Interested Person is indebted to any Acquired Subsidiary, nor is any Acquired Subsidiary indebted to any Interested Person;
- (c) no Interested Person owns any tangible property, in whole or in part, that any Acquired Subsidiary uses in the operation of the Business, except for tangible property purchased by an Interested Person for the purposes of performing its obligations under the terms of an EPC Contract; and

- (d) since the Reference Date there has been no repayment, forgiveness or other release of a debt owed by or to an Interested Person with any Non-Operating Entity or, to the knowledge of the Sellers, Operating Entity.

3.27 Intellectual Property and Information Technology

- (a) None of the Non-Operating Entities or, to the knowledge of the Sellers, Operating Entities has assigned, licensed or otherwise conveyed any of the material IP Rights which it owns, except as contemplated in the Cantega Agreement.
- (b) Each Non-Operating Entity and, to the knowledge of the Sellers, Operating Entity has the full right and authority to use, and to continue to use after the date hereof, the IP Rights it currently owns or uses in connection with the conduct of its Business in the manner presently conducted, and such use or continuing use does not, to the knowledge of the Sellers, infringe upon or violate any rights of any other Person. None of the Acquired Subsidiaries has received written notice of any alleged infringement or misappropriation from any Person with respect to the IP Rights used for the purposes of operating the Business. No royalty or other fee is required to be paid by the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities to any other Person in respect of the use of any IP Rights other than fees payable in the Ordinary Course. To the knowledge of the Sellers, no Person is infringing, or is threatening to infringe, upon or otherwise violate, any of the IP Rights owned by any Acquired Entity.
- (c) The Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities have used Commercially Reasonable Efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect their IP Rights and confidential information.
- (d) The Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities use reasonable means to protect the security and integrity of the Information Technology they each own, license, use or hold for use.

3.28 Books and Records

To the knowledge of the Sellers, all accounting and financial Books and Records of the Acquired Subsidiaries have been fully, properly and accurately kept and are complete in all material respects.

3.29 Financial Statements

The Financial Statements have been prepared from and using the Books and Records of the Acquired Subsidiaries in accordance with GAAP applied on a basis consistent with those of previous fiscal years (except to the extent of the changes required to reflect the adoption of International Financial Reporting Standards by the relevant Acquired Subsidiary), are complete and accurate in all material respects and present fairly in all material respects the assets, liabilities and financial position of the Acquired Subsidiary in respect of which each such Financial Statement has been prepared, the whole as at the dates and for the periods specified in such statements. Copies of the Financial Statements are attached as Section 3.29 of the Disclosure Schedule.

3.30 Undisclosed Liabilities

To the knowledge of the Sellers, since the Reference Date, the Acquired Subsidiaries have no liabilities or obligations of any nature of the type required to be reflected as liabilities on a balance sheet prepared in accordance with GAAP, except (a) as set out in Section 3.30 of the Disclosure Schedule, (b) as reflected or reserved against in the balance sheets forming part of the Financial Statements prepared as of, and for the period ended on, the Reference Date, and (c) liabilities and obligations incurred after the Reference Date in the Ordinary Course. Since the Reference

Date, no Acquired Subsidiary has increased its indebtedness for borrowed money or made any loan or advance to or from any Person other than another Acquired Subsidiary, or assumed, guaranteed or indemnified with respect to the liabilities or obligations of any Person other than another Acquired Subsidiary, or agreed to any of the foregoing, except, in each case, in the Ordinary Course, including by the issuance of commercial paper, medium term notes, bonds, bankers acceptances and additional bank credit at both ALP and AILP levels, consistent with the then current regulatory capital structure of the Acquired Entities.

3.31 Insurance

To the knowledge of the Sellers, (a) the Assets and all other property and assets used in connection with the Business are, as of the date of this Agreement, insured or self-insured against loss or damage by all insurable hazards and risks in all material respects upon customary terms and conditions entered into in accordance with all applicable policies and other decisions and directions of the AUC, except as set out in Section 3.31 of the Disclosure Schedule; (b) Section 3.31 of the Disclosure Schedule lists all of the insurance policies maintained by or on behalf of the Acquired Subsidiaries, and all insurance policies are in full force and effect and all premium payments due thereunder have been made. None of the Acquired Subsidiaries is in default with respect to any of the material provisions contained in such insurance policies nor have they failed to give notice or to present any material claims under any insurance policy in a due and timely fashion, and other than as set forth in Section 3.31 of the Disclosure Schedule, there are no material pending claims under the insurance policies and the Sellers do not intend to make any such claim that has not yet been filed; and (c) since the Reference Date, there has been no change in the relationship of any Acquired Subsidiary with its insurers, the availability of coverage, or the premiums payable pursuant to the policies. Except as set out in Section 3.31 of the Disclosure Schedule, over the past five (5) calendar years, no individual claims in excess of \$1,000,000 has been made under any policy of insurance maintained by or for the benefit of any of the Acquired Subsidiaries, nor has there been any self-insured loss, cost or expense in excess of \$1,000,000 for which a claim would have been made by any Acquired Subsidiary if such loss, cost or expense had been covered by third party insurance policy.

3.32 Litigation

Except as set out in Section 3.32 of the Disclosure Schedule, there are no material actions, filed claims, suits, grievances, proceedings, at law or in equity, by any Person, nor any material arbitration, regulatory, administrative, appeal or other proceeding by or before any Governmental Authority, current or pending, or, to the knowledge of the Sellers, threatened against any of the Acquired Subsidiaries. To the knowledge of the Sellers, there has been no written notice of, or other written communication in connection with, any investigation or audit by any Governmental Authority. For the purposes of this Section 3.32, an action, suit or proceeding shall be deemed "threatened" only to the extent that the same has been the object of a formal demand letter or a written notification from a Person.

3.33 Taxes

(a) The Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities have prepared and filed all Tax Returns with the appropriate Tax Authority in accordance with Applicable Laws and those returns are all true, complete and accurate in all material respects. The Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities have paid all Taxes and instalments of Taxes, which are required to be paid to any Tax Authority pursuant to Applicable Law. No deficiency with respect to the payment of any Taxes or Tax instalments of a Non-Operating Entity or, to the knowledge of the Sellers, an Operating Entity has been asserted against such Acquired Subsidiary by any Tax Authority.

- (b) Adequate provisions have been made in the Financial Statements of each of the Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities for all Taxes in respect of any time or event prior to the date thereof.
- (c) The Non-Operating Entities and, to the knowledge of the Sellers, the Operating Entities have duly withheld and collected all Taxes required by Applicable Law to be withheld or collected by them and have duly remitted to the appropriate Tax Authority all such Taxes as and when required by Applicable Law.
- (d) None of the Non-Operating Entities and, to the knowledge of the Sellers, none of the Operating Entities have requested, entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:
 - (i) to file any Tax Return;
 - (ii) to file any elections, designations or similar filings relating to Taxes;
 - (iii) it is required to pay or remit any Taxes or amounts on account of Taxes; or
 - (iv) any Tax Authority may assess or collect Taxes.
- (e) No material matter is under audit or appeal with any Tax Authority relating to Taxes of any of any of the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities, and to the knowledge of the Sellers, no such audit is pending or threatened. No deficiencies have been asserted by any Tax Authority in connection with any audit or review of any Tax or Tax Return of a Non-Operating Entity or, to the knowledge of the Sellers, an Operating Entity. For the purposes of this Section 3.33(e), an audit shall be deemed "threatened" only to the extent that the same has been the object of a formal demand letter or a written notification from a Person.
- (f) None of sections 78, 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act or any equivalent provision of the Tax legislation of any of the provinces or any other jurisdiction, have applied or will apply to any of the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities at any time up to and including the Effective Time, and to the knowledge of the Sellers, there will not be any circumstances existing at or prior to the Effective Time which could, in themselves, result in the application of any such provisions to any of the Acquired Subsidiaries for Taxation years (or fiscal years in the case of Partnership Subsidiaries) ending after the Closing Date.
- (g) Except as set out in Section 3.33 of the Disclosure Schedule, none of the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities has claimed or will claim in any Tax Return for any taxation year (or fiscal year in the case of Partnership Subsidiaries) ending on or before the Closing Date any reserve (including, any reserve under paragraph 20(1)(n) or subparagraph 40(1)(a)(iii) of the Tax Act or any analogous provision under the legislation of any province or other jurisdiction) of any amount which could be included in the income of any of the Acquired Subsidiaries for any period ending after the Closing Date.
- (h) None of the Non-Operating Entities or, to the knowledge of the Sellers, the Operating Entities has an obligation to file on or before the Closing Date any Tax Return required to be made, prepared or filed, or to pay any Tax on or before the Closing Date, under the laws of any jurisdiction other than Canada in respect of any Taxes or will be obligated to file any such Tax Return or to pay any such Tax after the Closing Date as a result of Assets owned or activities conducted on or before the Closing Date.
- (i) None of the Sellers is a non-resident of Canada for purposes of the Tax Act.

3.34 Environmental Matters

- (a) The Acquired Subsidiaries are in compliance with any and all Environmental Laws, except where failure to comply with such Environmental Laws would not, individually or in the aggregate, have a Material Adverse Effect.
- (b) The Acquired Subsidiaries have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct the Business and are in compliance with all terms and conditions of any such permit, license or approval except where a failure to receive such permits, licenses or other approvals or failure to comply with the terms and conditions of same would not, individually or in the aggregate, have a Material Adverse Effect.
- (c) There are no costs or liabilities associated with the application of Environmental Laws to the Business (including, any capital or operating expenditures required for cleanup, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential material liabilities to third parties) which would, individually or in the aggregate, have a Material Adverse Effect.

3.35 Employee Matters

- (a) None of the Non-Operating Entities has any Employees. No individual performs any tasks, duties or functions for or on behalf of any Non-Operating Entity (except AILP), whether on a contractual, consulting or independent worker basis or otherwise, which could give such individual the right to claim any right or status as an employee of such Non-Operating Entity pursuant to any Applicable Law. None of the Non-Operating Entities is bound by Contract or by Law to enter into any employment relationship with any individual in the future. None of the Non-Operating Entities has any obligation, debt or liability of any nature whatsoever as an employer or under any Employee Plan.
- (b) To the knowledge of the Sellers, the Operating Entities have observed and complied in all material respects with the provisions of all Applicable Laws respecting employment, including employment standards Laws as well as Laws relating to human rights, occupational health and safety, privacy, workplace safety and insurance, workers' compensation, labour relations and pay equity.
- (c) To the knowledge of the Sellers, there are no ongoing union certification drives affecting the Operating Entities and there are no pending proceedings for certifying a union for any of the Operating Entities.
- (d) Each of the Operating Entities has performed all of its material obligations required to be performed by it and is entitled to all benefits under, the Collective Bargaining Agreements. No grievance has been filed under the Collective Bargaining Agreements and is ongoing, except for grievances which, if they were decided in favour of the Employees having filed such grievances, would not constitute a Material Adverse Effect.
- (e) Other than the Collective Bargaining Agreements and the letters of understanding #10 and #11 between AML and the United Utility Workers' Association, respectively dated as of November 7, 2011 and March 16, 2012, none of the Acquired Subsidiaries are a party to, nor bound by, nor subject to, any collective bargaining agreement, letter of understanding, letter of intent, voluntary recognition or other written communication with any labour union or employee association that governs the terms and conditions of the employment of any Employees, nor has any of the Acquired Subsidiaries made any commitment to be, voluntarily recognized, or conducted any negotiation or discussion with, any labour union or employee association with respect to any future agreement or arrangement.

- (f) To the knowledge of the Sellers, (i) there is no labour strike, picketing, slow down, work stoppage or lock out, existing, pending or threatened against or, directly or indirectly, affecting the Business, the Operating Entities, or any of their operations; (ii) there are no charges or complaints pending or threatened with respect to or relating to the Operating Entities before any Governmental Authority in relation to unlawful employment practices or unfair labour practices; and (iii) the Operating Entities have not received any written notice from any such Governmental Authority responsible for the enforcement of labour or employment Laws of an intention to conduct an investigation of any Operating Entity or any of its business concerning its employment practices, wages, hours and terms and conditions of employment and no such investigation is threatened. For the purposes of this Section 3.35(f), a charge, complaint or investigation shall be deemed "threatened" only to the extent that the same has been the object of a formal demand letter or a written notification from a Person.

3.36 Employee Plans

To the knowledge of the Sellers:

- (a) all of the Employee Plans are and have been established, registered, qualified, invested and administered, in all material respects, in accordance with their terms, the terms of applicable Collective Bargaining Agreements, and all Applicable Laws, including all Tax Laws where same is required for preferential Tax treatment;
- (b) no fact or circumstance exists that could materially adversely affect the preferential Tax treatment ordinarily accorded to any such Employee Plan;
- (c) except as set forth below, all obligations regarding the Employee Plans have been satisfied, there are no outstanding defaults or violations by any party to any Employee Plan and no taxes, penalties or fees are owing or eligible under or in respect of any of the Employee Plans;
- (d) no Employee Plan is subject to any pending investigation, examination or other proceeding, action or claim initiated by any Governmental Authority (other than routine claims for benefits);
- (e) except as Publicly Disclosed or as disclosed in the Financial Statements, all material contributions or premiums required to be paid by the Acquired Subsidiaries under the terms of each Employee Plan, Statutory Plan, any applicable Collective Bargaining Agreements, or by Law have been made in a timely fashion in accordance with Applicable Law and the terms of the Employee Plans;
- (f) all liabilities of the Acquired Subsidiaries related to the Employee Plans have been fully and accurately accrued and disclosed, and reported in accordance with GAAP in the Financial Statements;
- (g) except as disclosed in the Financial Statements, the Acquired Subsidiaries have no liability (other than liabilities accruing after the date hereof) with respect to any of the Employee Plans;
- (h) except as Publicly Disclosed or as disclosed in the Financial Statements, each Employee Plan that is subject to insurance or funding requirements is fully insured or fully funded as of the date hereof on both a going concern and a solvency basis pursuant to the terms of the insurance contract(s) or the actuarial assumptions and methodology utilized in the most recent actuarial valuation therefor;

- (i) except as set out in Section 3.36(i) of the Disclosure Schedule, no commitments have been made by or on behalf of any of the Acquired Subsidiaries to improve any benefit provided under any of the Employee Plans;
- (j) except as expressly provided under this Agreement, neither the entering into of this Agreement, nor the completion of the transactions contemplated herein will, in and of itself, constitute an event under any of the Employee Plans that will or may result in any payment, acceleration of payment or vesting of benefits, forgiveness of indebtedness, acceleration or increase in funding obligations, vesting, distribution, increase or acceleration in benefits or obligation to fund benefits with respect to any Employee;
- (k) except (x) as Publicly Disclosed, (y) as disclosed in the Financial Statements and (z) for health and dental benefits to retirees and their dependents until the applicable retirees reach the age of 65, none of the Employee Plans provide benefits beyond retirement or other termination of service to Employees or former Employees or to their beneficiaries or dependants or such Employees or former Employees; and
- (l) none of the Employee Plans is a multi-employer pension plan as defined under Applicable Laws.

3.37 Brokers

There is no Person, firm or corporation acting or purporting to act for the Sellers, 942064 Alberta Ltd. or the Acquired Subsidiaries entitled to any commission or brokerage or finder's fee in connection with this Agreement or the transactions contemplated hereby, except for Morgan Stanley Canada Limited and RBC Dominion Securities Inc.

3.38 Privacy Matters

Each of the Acquired Subsidiaries is conducting, and has conducted at all times in the two years prior to the date hereof, the Business in compliance in all material respects with all applicable Privacy Laws. None of the Acquired Subsidiaries has received any written notice or formal demand letter from any Person asserting any actual, alleged, possible or potential violation of, or failure to comply with, any Privacy Laws.

3.39 Ethical Matters

None of the Acquired Entities has entered into any World Bank financed or executed projects. None of the Acquired Entities has engaged in any fraud and corruption in connection with the World Bank financed or executed projects. None of the Acquired Entities has engaged in any fraud, bribery or corruption practices that has resulted in a violation of any Applicable Law and that would have an adverse effect on the Acquired Entities taken as a whole or on the Business.

3.40 The Corporation

- (a) The Corporation will not, as of the Closing Date, operate, and will not at any time before, have operated any business, other than (for greater certainty) activities done in connection with its incorporation, organization, and the execution, filing and/or entering into of the Reorganization Documentation and, as applicable, the performance of its obligations and the exercise of its rights contemplated in such Reorganization Documentation. Except for any obligations arising from the Reorganization Documentation or as a result of the transactions contemplated thereby or in this Agreement or the Transaction Documents, the Corporation will not, as of the Closing Date, have any material liabilities. Except for the rights, interests and titles created or held by the Corporation pursuant to the Reorganization Documentation or as a result of the transactions contemplated thereby or in this Agreement or the Transaction Documents, the Corporation will not, as of the Closing Date, have any Assets.

- (b) The Corporation will, as of the Closing Date, be in compliance with Applicable Law in all material respects.
- (c) The Corporation will not, as of the Closing Date, hold any Material Authorization.
- (d) From and after the time at which it is incorporated, the Corporation shall be deemed to be an Acquired Subsidiary for all purposes under this Article 3.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants as follows to the Sellers and 942064 Alberta Ltd.:

4.1 Incorporation and Corporate Power

The Purchaser is a corporation incorporated, organized and existing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Transaction Documents.

4.2 Corporate Authorization

The execution, delivery and performance by the Purchaser of this Agreement and each of the Transaction Documents:

- (a) have been (with respect to this Agreement), or will be as of the Closing Date (with respect to the Transaction Documents), duly authorized by all necessary corporate action on the part of the Purchaser; and
- (b) do not or will not when entered into at Closing, as the case may be, or would not with the giving of notice, the passage of time or the happening of any other event or circumstance, result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of its constating documents, shareholders' agreements, by-laws or resolutions of its board of directors or shareholders.

4.3 No Conflict with Authorizations, Laws, etc.

Subject to obtaining all Authorizations set forth in Section 4.5 of the Disclosure Schedules, the execution, delivery and performance by the Purchaser of this Agreement do not (and, with respect to the Transaction Documents, will not as of the Closing Date):

- (a) result in a breach or a violation of, or conflict with, any judgement, order or decree of any Governmental Authority applicable to the Purchaser; or
- (b) result in a breach or a violation of, or conflict with, any Applicable Law to the Purchaser.

4.4 Execution and Binding Obligation

This Agreement has been (and each of the Transaction Documents to which the Purchaser is a party will be on the Closing Date) duly executed and delivered by the Purchaser and constitute legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors and the exercise of judicial or administrative discretion in accordance with general equitable principles.

4.5 Authorizations

Except as set out in Section 4.5 of the Disclosure Schedule, there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement.

4.6 Brokers

Neither the Purchaser nor any of its officers, directors, employees or agents acting on its behalf has entered into any contract with any financial advisor, broker, finder or similar agent or any Person which may result in the obligation of the Sellers or 942064 Alberta Ltd. to pay any financial advisory fee, finder's fee, brokerage fees or commission or similar payment in connection with this Agreement or the transactions contemplated hereby.

4.7 Litigation

There are no legal proceedings or other proceedings, including appeals and applications for review, in progress, pending or, to the knowledge of the Purchaser, threatened against or relating to the Purchaser, which, if determined adversely to the Purchaser would prevent the Purchaser from paying the Acquisition Price to the Sellers, enjoin, restrict or prohibit the transfer of all or any part of the Acquired Shares as contemplated by this Agreement or prevent the Purchaser from fulfilling any of its obligations set out in or arising from this Agreement.

4.8 Financing and Availability of Closing Funds

The Purchaser has, and will at all times up to and including the Closing Date continue to have, the ability to fund and pay the Acquisition Price including any adjustments, and all other costs and expenses in connection with the consummation of the transactions contemplated by this Agreement, without any delay.

4.9 World Bank

The Purchaser is not subject to any sanctions of the World Bank and to the knowledge of the Purchaser and of the Purchaser Guarantor, have not committed any acts that constitute a sanctionable practice as defined in the World Bank Sanctions Procedures.

ARTICLE 5 – COVENANTS OF THE PARTIES

5.1 Pre-Closing Reorganization

The Sellers and 942064 Alberta Ltd. shall cause the Pre-Closing Reorganization to be completed as described in Section 5.1 of the Disclosure Schedule prior to the Closing Date. The Pre-Closing Reorganization shall (a) be duly authorized by all necessary action in compliance with the terms or provisions of the constating documents, Governing Agreements, by-laws and other similar documents of the applicable entities, (b) be effected in compliance with all agreements binding upon the applicable entities, and (c) be effected in compliance with all Applicable Laws. Prior to the completion of the Pre-Closing Reorganization, the Sellers shall provide drafts of the Reorganization Documentation for the Purchaser's review, comment and approval.

5.2 Monitoring

During the Closing Period the Sellers and 942064 Alberta Ltd. shall upon reasonable notice, (a) cause the Non-Operating Entities and the Operating Entities, to give the Purchaser and its accountants, legal advisers and other representatives, during normal business hours and for monitoring and ownership transition purposes only, reasonable access to the respective personnel, premises, Books and Records, Corporate Records, Tax Returns, Contracts and other

Assets, and (b) provide the Purchaser with such information in their possession relating to the Acquired Entities, the Assets and the Business as the Purchaser may reasonably request, in each case subject at all times to the terms of any existing Contracts, Applicable Laws (including those relating to or promulgated by the Alberta Utilities Commission, antitrust Laws, and Laws relating to privacy of employees and personnel files) and the Code of Conduct, including the rights and obligations of the Operating Entities to direct their own affairs and operations independently from the Sellers and 942064 Alberta Ltd. The Sellers shall be entitled to have a representative present at all times that the Purchaser is granted access to any representative, management or employee of the Acquired Entities pursuant to this Section 5.2 and the Sellers shall be entitled to receive a copy of all correspondence between the Purchaser and any representative, management or employee of the Acquired Entities that is conducted pursuant to this Section 5.2.

5.3 Notice of Untrue Representation or Warranty

During the Closing Period, the Sellers and 942064 Alberta Ltd. shall promptly notify the Purchaser, and the Purchaser shall promptly notify the Sellers and 942064 Alberta Ltd., upon any of them acquiring knowledge of any representation or warranty made by it and contained in this Agreement becoming materially untrue, incorrect or misleading. Any such notification must set out particulars of the untrue or incorrect representation or warranty. The representations and warranties set forth herein shall not be amended or supplemented as set forth in the notice unless agreed in writing by each of the Parties.

5.4 Confidentiality

- (a) From and after the Closing, the Sellers and 942064 Alberta Ltd. shall, and shall cause their Affiliates to, keep confidential all information relating to the Acquired Entities, the Business and the Assets and will not disclose any such information, except solely and to the extent:
- (i) that such information is, or becomes through no breach of the Sellers, 942064 Alberta Ltd. or their Affiliates of this Section 5.4, in the public domain;
 - (ii) subject to Section 5.4(b), required by Law or a Governmental Authority, including where certain of the Sellers, 942064 Alberta Ltd. or their Affiliates are publicly traded companies subject to continuous disclosure obligations, information which is required to be disclosed under such continuous disclosure obligations in each jurisdiction where such disclosures are required in accordance with securities Laws (the **Securities Laws Disclosures**); or
 - (iii) required for the Sellers, 942064 Alberta Ltd. or their Affiliates to exercise or enforce any of their rights under the Agreement, or to defend themselves against any Claim hereunder.
- (b) If any of the Sellers, 942064 Alberta Ltd. or their Affiliates, as the case may be, is required to disclose any information required to be disclosed by Law or a Governmental Authority as set forth in Section 5.4(a) (except in each case if such information constitutes Securities Laws Disclosures), the Sellers and 942064 Alberta Ltd. shall immediately provide the Purchaser with written notice of any such requirement (and the terms and conditions thereof) so that the Purchaser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Purchaser waives compliance with the terms of this Agreement, the Sellers, 942064 Alberta Ltd. and their Affiliates may, without liability hereunder, disclose only that portion of the confidential information which is legally required; provided, however, that the Sellers and 942064 Alberta Ltd. shall give the Purchaser written notice of the confidential information to be disclosed as far in advance of its disclosure as is practicable, and, upon the Purchaser's request, use reasonable efforts to obtain assurances that confidential treatment shall be awarded to the information to be disclosed.

5.5 Conduct of Business Prior to Closing

Except as is otherwise expressly permitted or contemplated by this Agreement, including the Pre-Closing Reorganization, during the Closing Period, the Sellers and 942064 Alberta Ltd. shall cause the Non-Operating Entities, and, subject at all times to the obligations of any Acquired Entity pursuant to any existing Contracts, Applicable Laws (including those relating to or promulgated by the Alberta Utilities Commission, antitrust Laws, and Laws relating to privacy of employees and personnel files) and the Code of Conduct, including the rights and obligations of the Operating Entities to direct their own affairs and operations independently from the Sellers and 942064 Alberta Ltd., the Operating Entities, to conduct the Business in the Ordinary Course, including (subject to the foregoing) causing the Acquired Entities to:

- (a) pursue any pending AUC Facility Application or other Authorizations relating to the Capital Projects in the Ordinary Course;
- (b) periodically and otherwise upon reasonable request report to the Purchaser concerning the state of the Business, the Assets, the Capital Project and the Acquired Entities;
- (c) not amend, terminate or cancel, or cause to amend, terminate or cancel the constating documents or the Governing Agreements of the Acquired Entities;
- (d) except in the Ordinary Course, not enter into, terminate, transfer, materially modify or change (or authorize, recommend or propose to do so) any Material Contract or waive, release or grant any material right thereunder without the written consent of the Purchaser, which shall not be unreasonably delayed;
- (e) not amend or exercise any right or option to extend the term of any EPC Contract, without the prior written consent of the Purchaser;
- (f) not increase the indebtedness of any Acquired Entity for borrowed money or cause or permit any Acquired Entity to make any loan or advance or assume any guarantee or indemnification obligation with respect to the liability or obligations of any Person, or to agree to any of the foregoing, except in the Ordinary Course;
- (g) except with respect to the settlement of invoices in the Ordinary Course, not enter into, amend, terminate, transfer, modify or change (or authorize, recommend or propose to enter into, amend, terminate, transfer modify or change) any Contract with an Interested Person;
- (h) not increase any salaries, wages, compensation or other benefits that are payable or to become payable to any of the Acquired Entities' directors, officers, Employees, or any of them (including any severance packages) except in the Ordinary Course or as required pursuant to the Collective Bargaining Agreements;
- (i) except as contemplated in Schedule 5.5(i), not enter into any secondment arrangements with respect to the Employees of the Acquired Entities, except where such Employees are seconded to another Acquired Entity;
- (j) not declare or pay any dividend or declare or make any other distribution on any of their respective shares, units or other securities or redeem, purchase or otherwise acquire any of their respective shares, units or other securities, except with respect to dividends or distributions declared, paid or made to other Acquired Entities;
- (k) comply in all material respects with Applicable Laws and with the Material Contracts to which each of the Acquired Entities is a party;

- (l) maintain the Books and Records of each of the Acquired Entities consistent with past practices; and
- (m) take no action as a result of which any of the changes or events listed in Sections 5.5(c) to 5.5(j) would occur.

5.6 Fort McMurray Project

- (a) Each of the Sellers, 942064 Alberta Ltd. and the Purchaser acknowledges that AESO has initiated a Request for Proposals (in this Section 5.6, the **RFP**) process (the **RFP Process**) allowing proponents to compete for the opportunity to build, finance, own and operate the Fort McMurray West 500 kV Transmission Project (the **Fort McMurray Project**), consisting of approximately 500 kilometres of transmission infrastructure from the Wabamun area of Alberta to the Fort McMurray area of Alberta, and whereby AESO is expected to announce the preferred proponent under the RFP Process in December 2014.
- (b) Subject to Section 5.6(c), each of the Sellers, 942064 Alberta Ltd. and the Purchaser shall cooperate with each other, the Operating Entities and the other members of the Athabasca consortium, in order to allow, subject to Applicable Law and the terms and conditions of the RFP, the Athabasca consortium to continue to carry on the Fort McMurray Project until either the Athabasca consortium be retained as preferred proponent and reached financial close or, should it not be retained as preferred proponent, until it being notified by AESO that it is no longer bound by the RFP.
- (c) Each of the Sellers and 942064 Alberta Ltd. shall not, and shall cause its Affiliates not to, individually or as a group, and the Purchaser shall not, and shall cause its Affiliates not to, individually or as a group, directly or indirectly, participate in any discussion, consultation or otherwise communicate with one another in any way whatsoever regarding the RFP Process or the Fort McMurray Project until authorized to do so and until further instructions have been received from AESO as to how to govern themselves with respect to both the Fort McMurray Project and the RFP Process, on the one hand, and the process related to the sale of the Acquired Entities initiated by SNC-Lavalin Group Inc. as contemplated hereby, on the other hand, and any impact that either process may have on each other, including confidentiality, common ownership or such other issues resulting from such processes. The Parties undertake to comply with or cause to be complied with, any instruction or decision made by AESO and agree to negotiate in good faith, on a commercially reasonable basis and in a timely manner, any matter (legal, commercial or otherwise) that may be raised as a result of AESO's instruction(s) or decision(s) and to diligently cooperate in order to implement such instruction(s), decision(s) and/or business outcome(s). In that regard, the Sellers, 942064 Alberta Ltd. and the Purchaser shall jointly communicate with AESO within twenty-four hours prior to the public announcement of the execution of this Agreement and the transactions contemplated hereby as contemplated in Section 11.11 in order to inform AESO of the transactions contemplated hereby and of the intent of the Parties to meet with AESO to discuss any issues raised in connection therewith.
- (d) In the event the Athabasca consortium withdraws for any reason from the RFP Process subsequent to Closing and any Seller or any of its Affiliates has, directly or indirectly, provided any performance or financial bond(s) or letter of credit(s) (in this Section 5.6(d), the **Security**) as part of Athabasca's proposal filed with AESO under the RFP Process, the Purchaser shall indemnify and save harmless the Sellers, 942064 Alberta Ltd. and their Affiliates with respect to any Damages that any of the Sellers, 942064 Alberta Ltd. or any of their respective Affiliates, including SNC-Lavalin Group Inc., may incur or suffer as a result of AESO exercising its rights in connection with the Security, unless and until (i) the Purchaser has been authorized by AESO to replace and substitute the Security by a security of like amount and terms and conditions (in this Section 5.6(d), the **Purchaser**

Security), and (ii) AESO has released the Sellers, 942064 Alberta Ltd. and all of their Affiliates from all liabilities and obligations in connection with the Security. For greater certainty, the Purchaser shall assume all reasonable costs and expenses incurred by the Sellers, 942064 Alberta Ltd. or any of their Affiliates in connection with or as a result of said substitution and replacement of the Security by the Purchaser Security and shall remain liable for any Damages that any of the Sellers, 942064 Alberta Ltd. or any of their respective Affiliates may incur or suffer as a result of AESO exercising its rights in connection with the Security prior to the release therefrom contemplated at clause (ii) above.

- (e) The Parties acknowledge that American Electric Power Company, Inc. (directly or indirectly through its Affiliates) (in this Section 5.6(e), **AEP**) are involved in the Fort McMurray Project as part of the Athabasca consortium and, consequently, that the Parties shall cooperate with AEP to the extent necessary for the fulfillment of their respective obligations and responsibilities set forth above in Sections 5.6(b) and (c).
- (f) The Sellers and 942064 Alberta Ltd. shall indemnify, defend and hold harmless the Purchaser and each of its Affiliates from and against all Damages claimed by a member of the Athabasca consortium as a result of or in connection with the completion of the transactions contemplated by this Agreement.

5.7 Request for Consents

The Sellers and 942064 Alberta Ltd. shall use commercial best efforts to obtain, prior to Closing, all Required Consents.

5.8 Filings and Authorizations

- (a) Each of the Sellers, 942064 Alberta Ltd. and the Purchaser shall, as soon as practicable, and in any event no later than 45 days after the execution of this Agreement:
 - (i) make, or cause to be made, all such filings and submissions under all Applicable Laws (including the *Investment Canada Act*, the *Competition Act* and any other antitrust Applicable Law), as may be required for it to complete the purchase and sale of the Acquired Shares in accordance with the terms of this Agreement and the other transactions contemplated by this Agreement; and
 - (ii) use commercial best efforts to obtain, or cause to be obtained, all Authorizations necessary in order to complete the transfer or issuance, as the case may be, of the Acquired Shares and the other transactions contemplated by this Agreement, including all Required Authorizations.

Subject to compliance at all times with Applicable Law and the other provisions of the Agreement, the Sellers, 942064 Alberta Ltd. and the Purchaser shall coordinate and cooperate with each other in exchanging information and supplying such assistance as is reasonably requested in connection with the foregoing including providing each Party with all notices and information supplied to or filed with or received from any Governmental Authority, subject to the proviso that where such notices or information constitutes confidential information, including but not limited to written communications relating to *Competition Act* Approval and *Investment Canada Act* Approval, the Parties shall furnish such information on an external counsel basis only. If the Sellers, 942064 Alberta Ltd. or the Purchaser receive a request or is legally required to disclose all or any part of information considered by such Party to be highly confidential and sensitive, such Party will (A) immediately notify the other Party of the request or requirement, (B) consult with the other Party on the advisability if taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (C) if requested by the other Party, take all necessary steps to seek a protective order or other appropriate remedy. If a

protective order or other remedy is not available, or if the other Party waives compliance with the provisions of this Section 5.8(a), (y) the Party receiving the request for disclosure may disclose to the Person requiring disclosure only that portion of the information considered by such Party to be highly confidential and sensitive which such Party is advised by written opinion of counsel is legally required to be disclosed, and (z) such Party will not be liable for such disclosure by such Party or its representatives not permitted by this Agreement.

- (b) Without limiting the generality of the foregoing, each of the Sellers, 942064 Alberta Ltd. and the Purchaser shall:
 - (i) comply, at the earliest practicable date and after consultation with the other Party, with any request for additional information or documentary material received by it from the responsible Minister under the *Investment Canada Act*, the Commissioner of Competition or any other Governmental Authority, as applicable;
 - (ii) cooperate with one another in connection with any filings or other submission aimed at resolving any investigation or other inquiry concerning the transaction contemplated in this Agreement initiated by the Alberta Utilities Commission, the responsible Minister under the *Investment Canada Act*, the Commissioner of Competition, or any other antitrust Governmental Authority, including providing each other with copies of any notifications, filings, applications and other submissions in draft form so that the other Party can confirm that information contained within is consistent and accurate;
 - (iii) use commercial best efforts to cause any applicable waiting periods under the *Competition Act* or any other antitrust Applicable Law to terminate or expire at the earliest possible date and to obtain the *Competition Act* Approval, the *Investment Canada Act* Approval, and any other necessary material Authorization for the transactions contemplated by this Agreement; and
 - (iv) not take any action that will have the effect of delaying, impairing or impeding the granting or approval of any of the Required Authorizations.
- (c) Notwithstanding any other term or provision of this Agreement, none of the Purchaser, the Acquired Entities, nor any of their respective Affiliates, shall be required, solely in connection with obtaining the *Investment Canada Act* Approval, to agree to (i) sell, divest or discontinue, before or after the Closing Date, any assets or businesses of the Purchaser, the Acquired Entities or any of their respective Affiliates; or (ii) any undertakings relating to, or changes or restrictions in, the operations of any such assets or businesses, which, in either case, would constitute a Material Adverse Effect or materially and adversely impact the Purchaser or any of its Affiliates.
- (d) Notwithstanding any other term or provision of this Agreement, the Purchaser and the Sellers shall each pay one-half of any filing fee under the *Competition Act* or any other applicable antitrust law.
- (e) For greater certainty, the provisions of this Section 5.8 shall not apply with respect to the AUC Approvals, in respect of which the provisions of Section 5.9 shall apply.

5.9 AUC Approvals

- (a) The Sellers and 942064 Alberta Ltd. will have primary carriage of the following applications for or negotiations with Government Authorities in respect of obtaining, or the terms and conditions of, or agreements, concessions or undertakings requested by Government Authorities related to (the **Sellers AUC Approval**):

- (i) the approvals under section 102 and, if applicable, sections 101 and 109 of the *Public Utilities Board Act* (Alberta) of the issuance and transfer of the Acquired Shares to the Purchaser contemplated by this Agreement; and
 - (ii) such other approval from the Alberta Utilities Commission only as is required in order to give effect to the transaction(s) contemplated by this Agreement;
 - (b) The Purchaser will have primary carriage of the following applications for or negotiations with Government Authorities in respect of obtaining, or the terms and conditions of, or agreements, concessions or undertakings requested by Government Authorities related to (the **Purchaser AUC Approval**, and collectively with the Sellers AUC Approval, the **AUC Approvals**):
 - (i) the approvals as is required under section 102 and, if applicable, sections 101 and 109 of the *Public Utilities Board Act* (Alberta) to give effect to the transaction(s) contemplated by this Agreement; and
 - (ii) such other approval from the Alberta Utilities Commission only as is required in order to give effect to the transaction(s) contemplated by this Agreement;
- provided, in each case, that the application for the Purchaser AUC Approval shall not seek, without limitation, any decision, order, ruling or confirmation from the AUC with respect to the setting of future interim or final tariffs for the Business after the Effective Time; or (ii) any modification to current applicable regulatory regime governing the Acquiring Entities including, ring fencing measures and governance matters.
- (c) The Parties will concurrently and as promptly as practicable after signing this Agreement make the required application, filing or notification for the AUC Approval in respect of which they have primary carriage in the manner prescribed by Applicable Laws and thereafter diligently pursue obtaining such AUC Approval and satisfy proper information requests of Government Authorities or third parties having standing with respect thereof. Except as otherwise provided herein, the application, filing or notification will seek only Authorizations that are required for the completion of the transactions contemplated hereby or essential to permit the Business to be conducted on substantially the same basis after Closing as at the date hereof.
 - (d) The Parties will cooperate with each other with respect to obtaining the AUC Approvals. Accordingly:
 - (i) the Sellers and 942064 Alberta Ltd. will, prior to applying for, making a filing or notification or making a substantive submission or taking a substantive step or having any conferences with any Government Authority or third parties having standing in relation to the Sellers AUC Approval, or making any amendment to any such application, filing, notification, submission or step, allow the Purchaser the opportunity, subject to restrictions imposed by Applicable Law, to review and comment on the merits of such application, filing, notification, submission, step or amendment or to participate in such conference;
 - (ii) neither the Purchaser nor any of its Affiliates will take any position or make or give any application, filing, notification, submission, evidence or argument or take any step or have any substantive discussion with any Government Authority or third parties having standing in regard to any applications or negotiations related to the Sellers AUC Approval, that it knows is inconsistent with obtaining the Sellers AUC Approval or the strategies, applications, filings, notifications, submissions, evidence, argument or amendments or supplements to any of them (whether made or proposed) of the Sellers and 942064 Alberta Ltd.;

- (iii) the Purchaser will, prior to applying for, making a filing or notification or making a substantive submission or taking a substantive step or having any conferences with any Government Authority or third parties having standing in relation to the Purchaser AUC Approval, or making any amendment to any such application, filing, notification, submission or step, allow the Sellers and 942064 Alberta Ltd. the opportunity, subject to restrictions imposed by Applicable Law, to review and comment on the merits of such application, filing, notification, submission, step or amendment or to participate in such conference; and
 - (iv) neither the Sellers nor any of its Affiliates will take any position or make or give any application, filing, notification, submission, evidence or argument or take any step or have any substantive discussion with any Government Authority or third parties having standing in regard to any applications or negotiations related to the Purchaser AUC Approval, that it knows is inconsistent with obtaining the Purchaser AUC Approval or the strategies, applications, filings, notifications, submissions, evidence, argument or amendments or supplements to any of them (whether made or proposed) of the Purchaser.
- (e) Subject to Section 5.9(d)(i) and 5.9(d)(iii), “primary carriage” includes final decisions on strategies, applications, filings, notifications, submissions (oral or written), evidence and argument and amendments or supplements to any of them.
- (f) Each Party (in this Section 5.9(f), the **Non-Primary Party**) will (i) on reasonable request by the Party who has primary carriage of a AUC Approval (in this Section 5.9(f), the **Primary Party**), promptly provide all information in its possession or control related to the relevant matter in connection with such AUC Approval and, if so available, in requested format, (ii) not take any steps or have any substantive discussions with any Government Authority or third parties having standing in relation to such matter except on the request of the Primary Party or with its consent, (iii) on request by the Primary Party, support the applications, submissions and arguments (and amendments thereto) of the Primary Party (including, in the case of the Purchaser, obtain credit rating from credit rating agencies of international reputation), and (iv) instruct its counsel to observe and perform the terms of this Section 5.9.
- (g) Subject to compliance at all times with Applicable Law and the other provisions of the Agreement, the Sellers, 942064 Alberta Ltd. and the Purchaser shall coordinate and cooperate with each other in exchanging information and supplying such assistance as is reasonably requested in connection with the foregoing, including providing each Party with all notices and information supplied to or filed with or received from any Governmental Authority. If the Sellers, 942064 Alberta Ltd. or the Purchaser receive a request or is legally required to disclose all or any part of information considered by such Party to be highly confidential and sensitive, such Party will (A) immediately notify the other Party of the request or requirement, (B) consult with the other Party on the advisability if taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (C) if requested by the other Party, take all necessary steps to seek a protective order or other appropriate remedy. If a protective order or other remedy is not available, or if the other Party waives compliance with the provisions of this Section 5.9(g), (y) the Party receiving the request for disclosure may disclose to the Person requiring disclosure only that portion of the information considered by such Party to be highly confidential and sensitive which such Party is advised by written opinion of counsel is legally required to be disclosed, and (z) such Party will not be liable for such disclosure by such Party or its representatives not permitted by this Agreement.
- (h) Each Party will advise the other promptly upon becoming aware of the existence of any actual or threatened action, suit, proceeding or governmental investigation (regardless of the merits of the position) that seeks relief that is inconsistent with obtaining any AUC Approval.

5.10 Equity Contributions

With the exception of Equity Contributions that are required to enable an Acquired Entity to (a) maintain the minimum total capitalization and the maximum ratio of total debt to total capitalization required by the Debt Financing Agreements, and (b) fulfill its working capital requirements or to maintain its approved capital structure in accordance with Authorizations issued by the AUC, during the Closing Period, neither the Sellers nor 942064 Alberta Ltd., nor any of their respective Affiliates shall make any Equity Contribution out of the Ordinary Course without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld or delayed and in any case no later than 48 hours after a request therefor.

5.11 Actions to Satisfy Closing Conditions

- (a) The Sellers and 942064 Alberta Ltd. shall take all such actions as are within their power to control and shall use commercial best efforts to cause other actions to be taken which are not within their power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1.
- (b) The Purchaser shall take all such actions as are within its power to control and shall use commercial best efforts to cause other actions to be taken which are not within their power to control, so as to ensure compliance with all of the conditions set forth in Section 7.2.

5.12 Transfer and Issuance of the Acquired Shares

The Sellers and 942064 Alberta Ltd. shall take all necessary steps and corporate proceedings to permit good title to the Acquired Shares to be duly and validly transferred and assigned to the Purchaser at the Closing, free of all Liens.

5.13 Tax Returns and Certain Tax Assessments

- (a) The Purchaser shall prepare and deliver to the Sellers and 942064 Alberta Ltd., within 60 days following the Closing Date, draft unaudited financial statements for each of the Acquired Entities for their fiscal periods deemed to end immediately prior to the Effective Time under the Tax Act as well as, in the case of the Partnership Subsidiaries, for their notional fiscal periods as defined under the terms of the partnership agreements governing them, in each case prepared in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements and report thereon which shall be addressed to the Sellers and 942064 Alberta Ltd., for the review and comment of Sellers and their accountants. The Purchaser shall make any changes to such financial statements as may be reasonably requested in writing by the Sellers within 30 days. The Purchaser shall also cause AML and the Partnership Subsidiaries to prepare and deliver to the Sellers, within 60 days following the Closing Date, draft calculations of all notional allocations to the Sellers for the purposes of the Tax Act for the notional fiscal periods of the Partnership Subsidiaries as determined in accordance with the terms of the partnership agreements governing the Partnership Subsidiaries, which shall be prepared in a manner consistent with past practice with respect to the Tax Returns of the Partnership Subsidiaries, provided that the maximum amount of discretionary deductions shall be claimed (as prorated for the notional fiscal period in accordance with the partnership agreements governing the Partnership Subsidiaries) (in this Section 5.13(a), **Notional Allocations**), for the review and comment of the Sellers and their accountants. The Purchaser shall make any changes to the Notional Allocations as may be reasonably requested by the Sellers and such changed Notional Allocations shall be reflected in the Straddle Period Tax Returns.
- (b) The Sellers shall prepare any and all tax elections permitted by Applicable Law which they wish to file in connection with the Pre-Closing Reorganization, with such elected

amounts and designations within Sellers entire discretion as may be permitted by Applicable Law and Purchaser shall cause the Acquired Entities to execute such elections as may be required by the Sellers for filing on a timely basis by the Sellers on their own behalf or, as the case may be, on behalf of the Acquired Entities. The Sellers shall prepare, and Purchaser shall cause the Acquired Entities to, execute for filing on a timely basis by the Sellers on behalf of the Acquired Entities all Tax Returns required to be filed after the Closing Date by or with respect to the Acquired Entities for all periods ending before the Effective Time on a timely basis consistent with the Acquired Entities' existing procedures for preparing such Tax Returns and in a manner consistent with prior practice with respect to the treatment of specific items on the Tax Returns (to the extent such treatment is permitted by Applicable Law). The maximum amount of discretionary deductions shall be claimed in any such Tax Returns. The Sellers shall have the right in their entire discretion to require that the Purchaser cause the Acquired Entities (other than the Partnership Subsidiaries) to deliver to the Sellers for filing on a timely basis a duly executed election under subsection 256(9) of the Tax Act in respect of the Taxation year of the Acquired Entities ending as a result of the completion of the transactions contemplated in this Agreement. At the request of the Purchaser, the Sellers shall duly file with the Tax Return required under the Tax Act for the taxation year of any Acquired Entity (other than a Partnership Subsidiary) ending immediately prior to the Effective Time an election pursuant to subsection 256(9) of the Tax Act. Not less than 25 days (and, in the case of any Tax Return which does not relate to income Tax, 10 days) prior to the due date of any such Tax Return (or immediately after Closing if Closing takes place within 25 days (and, in the case of any Tax Return which does not relate to income Tax, 10 days) of such due date), the Sellers shall provide the Purchaser with a substantially final draft of the Tax Returns of the Acquired Entities (other than the Partnership Subsidiaries, which shall be filed as prepared) (the **Draft Returns**). The maximum amount of discretionary deductions shall be claimed in any such Tax Returns. The Purchaser and its accountants shall have the right to review the Draft Returns and any working papers relating to their preparation. Within ten days (and, in the case of any Tax Return which does not relate to income Tax, 5 days) after the date that the Purchaser receives the Draft Returns, the Purchaser shall advise the Sellers in writing that it either:

- (i) agrees that the Draft Returns were prepared in accordance with the principles set out above; or
 - (ii) does not agree that they were so prepared, in which case the Purchaser shall set out, in reasonable detail, the basis for such disagreement.
- (c) If the Purchaser notifies the Sellers of a disagreement pursuant to Section 5.13(b)(ii), the Sellers and the Purchaser shall attempt to resolve such disagreement; provided, however, that if the Sellers and the Purchaser fail to reach agreement, then the disagreement shall be resolved by an internationally recognized firm of independent public accountants to be designated by mutual agreement of the Sellers and the Purchaser, failing which the firm will be either PricewaterhouseCoopers or Deloitte Canada. The fees and expenses of the accountants in making any such determination will be borne 50% by the Sellers and 50% by the Purchaser.
- (d) The Purchaser shall cooperate fully, as and to the extent reasonably requested by the Sellers, in connection with the preparation and filing of the Tax Returns referred to in Section 5.13(a). Such cooperation shall include the Purchaser's retention and, upon the Sellers' request, the provision of records and information of or with respect to the Acquired Entities and reasonably relevant to any such Tax Return, and the Purchaser making employees available, as reasonably requested by the Sellers, to provide additional information and explanation of any material provided hereunder and to assist in the preparation and filing of any such Tax Return. In particular, the Purchaser shall (or

shall cause the Acquired Entities to) provide the Sellers with a first draft of each Tax Return not less than 40 days prior to the due date of any such Tax Return.

- (e) The Purchaser shall cause each Acquired Entity to prepare and file when due all Tax Returns that are required to be filed by or with respect to such Acquired Entity for any taxable years or periods beginning on or before the Closing Date and ending after the Closing Date (**Straddle Period**) and shall cause the relevant Acquired Entity, as applicable, to remit any Taxes due in respect of such Tax Returns (**Straddle Period Tax Returns**). The Purchaser shall prepare such Straddle Period Tax Returns consistent with past practices of the relevant Acquired Entity (to the extent consistent with Applicable Law). The maximum amount of discretionary deductions shall be claimed in any such Straddle Period Tax Returns. The Purchaser shall provide drafts of any such Straddle Period Tax Return to be filed not less than 25 days (and, in the case of any Tax Return which does not relate to income Tax, 10 days) prior to the applicable due date of such Straddle Period Tax Return for the Seller's review and comment. The Purchaser shall make any changes reasonably requested by the Sellers to any Straddle Period Tax Return and allocation, and shall cause the appropriate Acquired Entity to timely file such Straddle Period Tax Return. Within ten (10) Business Days after the filing of such Straddle Period Tax Return, the Purchaser shall provide, or cause to be provided, to the Sellers copies of such Straddle Period Tax Return.
- (f) The Purchaser shall give written notice to the Sellers promptly (and, in any event, within 10 days) after receipt by the Purchaser or any Acquired Entity of any notice or inquiry, oral or written, or of any Tax Assessment from any Tax Authority with respect to a period of AHL, AILP, ALP or Heartland Transmission L.P. ending on or before the Closing Date (including the portion of a Straddle Period ending before the Closing Date). Such notice shall set out such information with respect to such notice, inquiry or Tax Assessment as is then available (without the incurring of material additional obligations or expenses which are not reimbursed by the Sellers) to the Purchaser or any of the Acquired Entities. The Sellers shall have the right to undertake and control any proceeding, hearing, complaint, claim, demand, objection or other defence of or with respect to any such notice, inquiry or Tax Assessment. To the extent that any notice, inquiry or Tax Assessment pertains to both the portion of a Straddle Period that precedes the Closing Date and the portion of the Straddle Period that commences on the Closing Date, the Sellers and the Purchaser shall jointly control any proceeding, hearing, complaint, claim, demand, objection or other defence of or with respect to any such notice, inquiry or Tax Assessment.
- (g) The Purchaser shall not and shall cause the Acquired Entities not to amend any Tax Return for any period or a portion thereof ending on or prior to the Closing Date without the prior written consent of the Sellers.

5.14 Access to Books and Records

For a period of six years from the Closing Date, or for such longer period as may be required by Applicable Law, the Purchaser shall retain, and shall cause the Acquired Entities to retain, all original accounting Books and Records that each of them is entitled to retain relating to the Acquired Entities for the period prior to and including the Closing Date. The Sellers may, subject to Applicable Law, inspect and make copies (at its own expense) of such Books and Records, at any time during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser or the Acquired Entities. The Purchaser may have its representatives present during any such inspection.

5.15 Exclusive Dealing

The Sellers and 942064 Alberta Ltd. shall not, directly or indirectly, through any officer, director, shareholder, employee, agent or other Affiliate of the Sellers or 942064 Alberta Ltd.:

- (a) solicit, initiate or encourage the submission of any proposal or offer from any Person (other than the Purchaser) relating to the acquisition of any shares or other voting or equity securities of the Acquired Entities or any portion of the Assets of the Acquired Entities (including any acquisition structured as a consolidation or share exchange);
- (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner, any effort or attempt by any Person to do or seek any of the foregoing; or
- (c) enter into any agreement, arrangement or understanding with respect to the foregoing.

5.16 World Bank

- (a) During the Closing Period, the Purchaser shall promptly notify the Sellers and 942064 Alberta Ltd., upon the Purchaser acquiring knowledge of the representation or warranty set forth in Section 4.9 in any respect. Any such notification must set out particulars of the facts, events or circumstances which make such representation or warranty untrue or incorrect.
- (b) The Sellers shall make commercial best efforts to obtain and deliver to the Purchaser prior to Closing, confirmation from the World Bank, in form and substance satisfactory to the Purchaser, acting reasonably, that any and all applicable sanctions previously applied by the World Bank against the Acquired Entities have been lifted without any unreasonable conditions, and that no World Bank sanctions and/or penalties will be applied against the Purchaser Guarantor or any of its Subsidiaries following the transactions contemplated by this Agreement; provided, for greater certainty, that (i) a continuing condition for a period that does not exceed three (3) years after the Closing Date that the Purchaser or any of its Subsidiaries not commit a sanctionable offense shall be considered a reasonable condition, unless the inability of obtaining the lifting of the World Bank sanction results from any acts or sanctionable practices of the Purchaser Guarantor or any one of its Subsidiaries, and (ii) the Purchaser Guarantor and each of its Subsidiaries, other than the Purchaser and its respective Subsidiaries, shall not be required, under any circumstance, to submit to any condition or restriction of the World Bank in connection with the lifting of any World Bank sanction against any Acquired Entity.
- (c) During the Closing Period, the Sellers shall promptly provide to the Purchaser particulars of all material matters and developments with respect to the Sellers' efforts to obtain confirmation of the removal of sanctions previously applied by the World Bank against any of the Acquired Entities and the Sellers shall provide the Purchaser an opportunity to participate in all discussions, consultations and other communications between the Sellers and the World Bank in connection therewith.

ARTICLE 6 – CLOSING

6.1 Date, Time and Place of Closing

The Closing will take place at the offices of Norton Rose Fulbright Canada LLP, Suite 3700, 400 3rd Avenue SW Calgary, Alberta at 8:00 a.m. (Calgary time) on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing by the Parties.

6.2 Closing Procedures

Subject to satisfaction or waiver by the relevant Party of the conditions of Closing, at the Closing, the Sellers shall deliver actual possession of the Acquired Shares to the Purchaser and upon such delivery thereof the Purchaser shall pay or satisfy the payments set forth in Section 2.2.

ARTICLE 7 – CONDITIONS OF CLOSING

7.1 Conditions in Favour of the Purchaser

The obligation of the Purchaser to complete the transactions contemplated by this Agreement is subject to the following conditions to be fulfilled or performed at or prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Sellers and 942064 Alberta Ltd. contained in this Agreement that are qualified as to materiality shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date (except to the extent such representations and warranties are as set forth as of a specified date, including as of the date of this Agreement, which representations and warranties shall only need be accurate as of such specified date), except in each case if the representation or warranty is no longer true and correct as a result of any fact, event, circumstance or action contemplated or permitted by this Agreement (including as permitted in Section 5.5), and the Sellers shall have executed and delivered a certificate of a senior officer to that effect.
- (b) **Performance of Covenants.** The Sellers and 942064 Alberta Ltd. shall have fulfilled, performed or complied in all material respects with all covenants contained in this Agreement to be fulfilled, performed or complied with by it at or prior to Closing, and the Sellers shall have executed and delivered a certificate of a senior officer to that effect.
- (c) **Consents.** All Required Consents shall have been obtained.
- (d) **Authorizations.** All Required Authorizations shall have been obtained.
- (e) **No Legal Action.** No action or proceeding shall be pending by any Person in any jurisdiction, to prohibit the right of the Purchaser to acquire the Acquired Shares.
- (f) **No Material Adverse Effect.** Between the date hereof and the Closing Date, there shall not have occurred a Material Adverse Effect.
- (g) **Pre-Closing Reorganization.** The Pre-Closing Reorganization shall have been completed in accordance with Section 5.1.
- (h) **Deliveries by the Sellers.** The Sellers shall have delivered or caused to be delivered to the Purchaser the following:
 - (i) a share certificate representing all of the shares in the capital of the Corporation registered in the name of the Purchaser and the cancelled share certificates representing the Acquired Shares, together with an excerpt of the Corporate Records evidencing that the Purchaser has been registered as holder of record of the Acquired Shares;
 - (ii) certified copies of:
 - (A) the articles, by-laws and shareholders' agreements (if applicable), or the partnership agreements, as the case may be, of each of the Acquired Entities;
 - (B) all the resolutions of the shareholders, the board of directors and/or the partners, as the case may be, of each of the Sellers, 942064 Alberta Ltd.

and the Acquired Entities approving the entering into and completion of the transactions contemplated by this Agreement and the Transaction Documents; and

- (C) a list of the officers and directors authorized to sign agreements together with their specimen signatures,

all in form and substance satisfactory to the Purchaser, acting reasonably;

- (iii) a certificate of status, compliance, good standing or like certificate with respect to the Sellers, 942064 Alberta Ltd. and the Acquired Entities issued by appropriate government officials of their respective jurisdictions of incorporation;
- (iv) the certificate referred to in Sections 7.1(a) and 7.1(b);
- (v) a certificate of a senior officer of the Sellers certifying as to the actual amount and timing of Equity Contributions made from (and including) January 1, 2014 to (and including) Closing;
- (vi) a resignation effective as at the Closing from each director and officer of the Non-Operating Entities and of the directors nominated by the Sellers or 942064 Alberta Ltd. on the board of directors of AML, AIML, SNC-Lavalin Energy Alberta Ltd., SNC-Lavalin GP Holdings Ltd. and the Corporation;
- (vii) the Corporate Records of the Corporation and the Non-Operating Entities; and
- (viii) an opinion of counsel to the Sellers and 942064 Alberta Ltd. respecting due authorization, execution and delivery of this Agreement and the Transaction Documents to which each of them is a party and the authorized and issued capital of the Acquired Entities immediately before Closing but after the Pre-Closing Reorganization.

7.2 Conditions in Favour of the Sellers

The obligation of the Sellers and 942064 Alberta Ltd. to complete the transactions contemplated in this Agreement is subject to the following conditions to be fulfilled or performed at or prior to Closing, which conditions are for the exclusive benefit of the Sellers and 942064 Alberta Ltd. and may be waived, in whole or in part, by the Sellers and 942064 Alberta Ltd., in their sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement that are qualified as to materiality shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date (except to the extent such representations and warranties are as set forth as of a specified date, including as of the date of this Agreement, which representations and warranties shall only need be accurate as of such specified date), and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.
- (b) **Performance of Covenants.** The Purchaser shall have fulfilled, performed or complied in all material respects with all covenants contained in this Agreement to be fulfilled, performed or complied with by it at or prior to Closing, and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.
- (c) **Payment of Acquisition Price.** The Acquisition Price shall have been paid to the Sellers;

- (d) **Consents.** All Required Consents shall have been obtained.
- (e) **Authorizations.** All Required Authorizations shall have been obtained on terms and conditions satisfactory to the Sellers, acting reasonably.
- (f) **No Legal Action.** No action or proceeding shall be pending by any Person in any jurisdiction, to prohibit any of the transactions contemplated by this Agreement.
- (g) **Deliveries to the Sellers.** The Purchaser shall have delivered or caused to be delivered to the Sellers the following:
 - (i) certified copies of:
 - (A) the articles, the by-laws and, if applicable, the shareholders' agreement of the Purchaser;
 - (B) the resolutions of the board of directors or the shareholders of the Purchaser approving the entering into and completion of the transactions contemplated by this Agreement and the Transaction Documents; and
 - (C) a list of its officers and directors authorized to sign agreements together with their specimen signatures,all in form and substance satisfactory to the Sellers, acting reasonably;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by appropriate government officials of the jurisdiction of its incorporation;
 - (iii) the certificate referred to in Section 7.2(a) and 7.2(b); and
 - (iv) such other certificates, resolutions, receipts and other documents as are customarily delivered in the context of the closing of a transaction or as may be reasonably requested by the Sellers.

ARTICLE 8 – TERMINATION

8.1 Termination

This Agreement may be terminated at any time on or prior to the Closing Date:

- (a) by the Purchaser upon written notice to the Sellers if, on the Closing Date, any of the conditions specified in Section 7.1 have not been satisfied in full, provided that the Purchaser is not then in breach of this Agreement so as to cause any of the conditions specified in Section 7.1 not to be satisfied;
- (b) by the Sellers and 942064 Alberta Ltd. upon written notice to the Purchaser if, on the Closing Date, any of the conditions specified in Section 7.2 have not been satisfied in full, provided that the Sellers are not then in breach of this Agreement so as to cause any of the conditions specified in Section 7.2 not to be satisfied;
- (c) by the Sellers and 942064 Alberta Ltd. upon written notice to the Purchaser, if there has been a material violation or material breach by the Purchaser of any covenant or other agreement contained in the Agreement such that any condition specified in Section 7.2 would be incapable of being satisfied by the Closing Date, and such violation or breach is not waived by the Sellers and 942064 Alberta Ltd., or cured by the Purchaser, within 10

days, or such longer period of time as may be required provided the Purchaser is diligently pursuing such cure, after written notice thereof by the Seller;

- (d) by the Purchaser upon written notice to the Sellers and 942064 Alberta Ltd., if there has been a material violation or material breach by the Sellers and/or 942064 Alberta Ltd. of any covenant or other agreement contained in the Agreement such that any condition specified in Section 7.1 would be incapable of being satisfied by the Closing Date, and such violation or breach is not waived by the Purchaser, or cured by the Sellers and/or 942064 Alberta Ltd., within 10 days, or such longer period of time as may be required while the Sellers and/or 942064 Alberta Ltd. are diligently pursuing such cure, after written notice thereof by the Purchaser;
- (e) by written agreement of the Parties; or
- (f) by notice from either the Purchaser or the Sellers and 942064 Alberta Ltd., if the Closing has not occurred by September 30, 2015 (other than due to the failure of the Party purporting to exercise this termination right to comply with Section 5.8 of this Agreement), which date may be extended by written agreement of both Parties.

8.2 Effect of Termination

- (a) If this Agreement is terminated pursuant to Sections 8.1(f), all obligations of the Parties pursuant to this Agreement will terminate without further liability of any Party to the other except for the provision of (i) Section 11.9 relating to expenses, (ii) Section 11.11 relating to public announcements, and (iii) this Section 8.2.
- (b) If the Agreement is terminated by a Party pursuant to Sections 8.1(a), (b), (c) or (d) and the right to terminate arose because of a breach of the Agreement by the other Party (including a breach by the other Party resulting in a condition in favour of the terminating Party failing to be satisfied), then the other Party shall remain fully liable and the terminating Party make seek remedies in accordance with Section 9.10 and Section 9.11.

8.3 Waiver of Conditions of Closing

If any of the conditions set forth in Section 7.1 have not been satisfied, the Purchaser may elect in writing to waive the condition and proceed with the completion of the transactions contemplated by this Agreement and, if any of the conditions set forth in Section 7.2 have not been satisfied, the Sellers and 942064 Alberta Ltd. may elect in writing to waive the condition and proceed with the completion of the transactions contemplated by this Agreement. Any such waiver and election by the Purchaser or the Sellers and 942064 Alberta Ltd., as the case may be, will serve as a waiver of the specific closing condition and the Party which has not been able to satisfy the waived condition will thereafter have no liability with respect to that specifically waived condition.

ARTICLE 9 – INDEMNIFICATION AND REMEDIES

9.1 Indemnification by the Sellers

- (a) The Sellers and 942064 Alberta Ltd., jointly and severally, shall indemnify, defend and hold harmless, net of Tax benefit as set forth in Section 9.5(a), the Purchaser and, to the extent named or involved in any third party action or claim, their respective employees, directors, officers and representatives and related persons (collectively, the **Purchaser Indemnified Persons**) from and against, and shall pay to the Purchaser and the Purchaser Indemnified Persons, the amount of, any loss, liability, claim, damage, fine and other penalty, cost, charge or expense (including costs of investigation and defence and reasonable legal fees and other professional fees) (collectively, but subject to Section 9.7(a)(viii), **Damages**), suffered by or imposed upon the Purchaser or any of the Purchaser Indemnified Persons as a result of:

- (i) any incorrectness or breach of any representation or warranty made by the Sellers or 942064 Alberta Ltd. in this Agreement or any Transaction Document; or
- (ii) any breach or non-fulfillment by the Sellers or 942064 Alberta Ltd. of any covenant, condition or obligation of the Sellers or 942064 Alberta Ltd. contained in this Agreement or any Transaction Document; or
- (iii) the Pre-Closing Reorganization, including the failure to comply with any Applicable Laws in connection with the Pre-Closing Reorganization.

9.2 Indemnification by the Purchaser

The Purchaser shall indemnify, defend and hold harmless, net of Tax benefit as set forth in Section 9.5(a), the Sellers and 942064 Alberta Ltd. and, to the extent named or involved in any third party action or claim, their respective employees, shareholders, directors, officers, representatives and related persons (collectively the **Sellers Indemnified Persons**) from and against, and shall pay to the Sellers, 942064 Alberta Ltd. and the Sellers Indemnified Persons, the amount of any Damages suffered by, imposed upon the Sellers, 942064 Alberta Ltd. or any of the Sellers Indemnified Persons as a result of:

- (a) any incorrectness or breach of any representation or warranty made by the Purchaser in this Agreement; or
- (b) any breach or non-fulfillment by the Purchaser of any covenant, condition or obligation of the Purchaser contained in this Agreement or any Transaction Document.

9.3 Allocation of Responsibility Resulting From AUC Disallowances

- (a) The Parties agree as follows with respect to AUC Disallowances:
 - (i) the Sellers and 942064 Alberta Ltd. shall pay to the Purchaser, on a dollar for dollar basis, the first AUC Disallowances to occur up to an amount of twenty-five million dollars (\$25,000,000);
 - (ii) if the AUC Disallowances exceed twenty-five million dollars (\$25,000,000), but are less than or equal to fifty million dollars (\$50,000,000), none of the Sellers or 942064 Alberta Ltd. shall have any liability with respect to any such portion of AUC Disallowances which exceed twenty-five million dollars (\$25,000,000) but are less than or equal to fifty million dollars (\$50,000,000); and
 - (iii) if the AUC Disallowances exceed fifty million dollars (\$50,000,000), the Sellers shall pay to the Purchaser, on a dollar for dollar basis, an amount equal to fifty percent (50%) of any such AUC Disallowances in excess of fifty million dollars (\$50,000,000); provided that the maximum amount the Sellers and 942064 Alberta Ltd. shall be required to pay to the Purchaser in respect of AUC Disallowances shall not exceed fifty million dollars (\$50,000,000) in the aggregate.
- (b) All amounts that the Sellers and 942064 Alberta Ltd. become liable to pay to the Purchaser pursuant to Section 9.3(a) shall be paid by wire transfer or other immediately available funds within ten (10) Business Days of the applicable AUC Disallowance becoming final without an appeal being made thereon by the applicable Operating Entities, taking into consideration the rights and obligations under Section 9.3(c)(iv). The Sellers and 942064 Alberta Ltd. shall have no liability under this Section 9.3 for any AUC Disallowance which is solely the result of the imprudent conduct of the Purchaser or of any of the Operating Entities following the Closing Date.

- (c) The Sellers (prior to the Closing) and the Purchaser (following the Closing):
- (i) shall give prompt written notice to the other, as applicable, of (A) any audit or further inquiry by the AUC or any one of its agents, hires or representatives with respect to any cost or expenditure of an Operating Entity which is reasonably susceptible to give rise to a AUC Disallowance, or (B) any written communication from a Governmental Entity with respect to a potential or anticipated AUC Disallowance (in each case, in this Section 9.3(c), a potential AUC Disallowance);
 - (ii) shall promptly provide to the other, as applicable, and their respective Affiliates or their respective representatives or agents, or give them access to, all relevant information in such Party's possession or under its control (provided that it does not cause it to breach any code of conduct or confidentiality obligations and subject to Applicable Law) and shall cause each of the Operating Entities to do all of the foregoing;
 - (iii) shall, and shall cause, to the extent permitted in accordance with any code of conduct or confidentiality obligations and subject to Applicable Law, the Operating Entities to, prior to applying for, making a filing or notification or making a substantive submission or taking a substantive step or having any conferences with the AUC or third parties having standing in relation to any potential AUC Disallowance, or making any amendment to any such application, filing, notification, submission or step, allow each other the opportunity, subject to restrictions imposed by Applicable Law, to review and comment on the merits of such application, filing, notification, submission, step or amendment or to participate in such conference; and
 - (iv) shall cause (provided that doing so would not cause the breach of any code of conduct or confidentiality obligations (a "**Breach**") and subject to Applicable Law) the Operating Entities to actively defend the prudence, of applicable costs and expenditures, and to use at least the same degree of diligence as they used prior to Closing to prevent any AUC Disallowance to occur, and the Purchaser and the Sellers shall cooperate and take such other reasonable steps as are necessary to enable and cause (subject to Applicable Law) the Operating Entities to conduct themselves as aforementioned, in each case, including assessing in good faith in respect of each AUC Disallowance, whether a review before the AUC or a proceeding before a court has reasonable grounds for success and whether such review or proceeding should be carried out.
- (d) For the purposes of Section 9.3(c), "Operating Entities" shall include their respective successors and assigns.
- (e) For greater certainty, the amounts and percentages set forth in Section 9.3(a) apply once to the Sellers and 942064 Alberta Ltd., taken as a whole, and are not to be applied separately to each of the Sellers and 942064 Alberta Ltd.

9.4 Indemnification Procedure – Third Party Claims

- (a) If any claim, assertion or proceeding by or in respect of a third party (a **Third Party Claim**) is made or commenced against the Purchaser, the Sellers, 942064 Alberta Ltd., a Purchaser Indemnified Person or a Sellers Indemnified Person, as the case may be, (an **Indemnified Person**) in respect of which the Indemnified Person proposes to demand indemnification from a Party pursuant to Sections 9.1 or 9.2 (the **Indemnifying Party**), the Indemnified Person shall give notice to that effect together with particulars of the Third Party Claim to its Indemnity Representative and the Indemnifying Party with reasonable promptness. The failure to give, or delay in giving, such notice will not relieve

the Indemnifying Party of its obligations except and only to the extent of any prejudice caused to the Indemnifying Party by such failure or delay.

- (b) The Indemnifying Party may, by notice to the Indemnity Representative given not later than 30 days after receipt of the notice described in Section 9.4(a), assume control of the defence, compromise or settlement of the Third Party Claim; provided that such Indemnifying Party shall irrevocably acknowledge in writing complete responsibility for and agree to indemnify the Indemnified Person in respect of such Third Party Claim.
- (c) Upon assumption of control by the Indemnifying Party:
 - (i) the Indemnifying Party shall actively and diligently proceed with the defence, compromise or settlement of the Third Party Claim at its sole costs and expenses, retaining counsel reasonably satisfactory to the Indemnity Representative; and
 - (ii) the Indemnifying Party shall not need to obtain the consent of the Indemnity Representative to the entry of any judgment or enter into any settlement with respect to the Third Party Claim unless such judgement or settlement imposes a restriction on the Indemnity Representative or it entails costs for it, in which event such consent may not be unreasonably or arbitrarily withheld or delayed.
- (d) If the Indemnifying Party elects to assume control of a Third Party Claim in accordance with Section 9.4(b), the Indemnified Person and the Indemnity Representative may retain separate co-counsel at their sole cost and expense, and may participate in the defence of the Third Party Claim.
- (e) The Indemnified Person and the Indemnity Representative shall, at their sole costs and expenses, cooperate with the Indemnifying Party and use their Commercially Reasonable Efforts to make available to the Indemnifying Party all relevant information in their possession or under their control (provided that it does not cause either of them to breach any confidentiality obligations) and shall take such other steps as are, in the reasonable opinion of counsel for the Indemnifying Party, necessary to enable the Indemnifying Party to conduct such defence.
- (f) If (i) the Indemnifying Party fails to give the Indemnity Representative the notice required in Section 9.4(b), or (ii) the Indemnifying Party breaches any of its other obligations under this Section 9.4, the Indemnity Representative may assume control of the defence, compromise or settlement of the Third Party Claim and retain counsel as may appear advisable, acting reasonably, the whole at the Indemnifying Party's sole costs and expenses. The Indemnifying Party shall, at its sole costs and expenses, cooperate fully with the Indemnity Representative and use its Commercially Reasonable Efforts to make available to the Indemnity Representative all relevant information in its possession or under its control and take such other steps as are, in the reasonable opinion of counsel for the Indemnity Representative, necessary to enable the Indemnity Representative to conduct the defence. The Indemnifying Party shall reimburse the Indemnified Person and the Indemnity Representative promptly and periodically for the costs of defending against the Third Party Claim (including legal fees and expenses), and shall remain responsible for any Damages the Indemnified Person and the Indemnity Representative may suffer resulting from, arising out of, or relating to, the Third Party Claim to the fullest extent provided in this Article 9.

9.5 Duty to Mitigate and Subrogation

- (a) Nothing in this Agreement in any way restricts or limits the general obligation at law of an Indemnified Person to mitigate any Damages which it may suffer or incur by reason of the breach by an Indemnifying Party of any representation, warranty, covenant, condition or

obligation of the Indemnifying Party under this Agreement or any of the Transaction Documents. The amount of Damages under this Article 9 will be determined net of (i) any Tax benefits realizable by any Indemnified Person in relation to any such Damages (including any Tax benefits arising from the deductibility or amortization of any such Damages or from a potential allowance, refund, credit, deduction or loss carry-over), and (ii) any amounts recovered or recoverable by the Indemnified Person under insurance policies, indemnities, reimbursement arrangements or similar agreements with respect to such Damages. The Indemnified Person shall take all appropriate steps to enforce such recovery.

- (b) The Indemnified Person shall, to the fullest extent permitted by Applicable Law, subrogate its rights to the Indemnifying Party and will make all counterclaims and join in any litigation all other Persons as may be reasonably required by the Indemnifying Party, the whole at the costs and expenses of the Indemnifying Party.

9.6 Expiry of Liability

- (a) Except as set out in Sections 9.6(b), 9.6(c) and 9.6(d), liability pursuant to Sections 9.1 or 9.2 for breaches or non-fulfillment of the representations, warranties, obligations, conditions and covenants of an Indemnifying Party contained in this Agreement and liability under any of the Transaction Documents will terminate fifteen (15) months following the Closing Date, except:
 - (i) in the case of fraud, intentional misrepresentation or deliberate or wilful breach, in which case liability will survive and continue in full force and effect without limitation of time; or
 - (ii) to the extent that, during such 15-month period, the Indemnified Person or the Indemnity Representative has given notice to the Indemnifying Party of a claim in respect of any such representation, warranty, obligation, condition or covenant, in which case liability therefor will survive and continue in full force and effect until the final determination of such claim.
- (b) The representations and warranties of the Sellers set forth in Section 3.33 (and the Sellers' liability in connection therewith), will survive and continue in full force and effect for the benefit of the Purchaser until 90 days after the expiration of the last of the limitation periods contained in the Tax Act and any other applicable tax Laws imposing tax on the Acquired Entities subsequent to the expiration of which an assessment or reassessment or other form or recognized document assessing liability for tax, interest or penalties thereunder for any period ended on or prior to the Closing Date cannot be issued to the Acquired Entities (such period to include any period extended by any agreement, waiver or arrangement with any Taxation Authority, if such extension is requested, or consented to, in writing by the Seller).
- (c) The representations and warranties contained in Sections 3.1, 3.2, 3.7, 3.18 and 3.37 (the **Fundamental Representations**) and the Seller's liability in connection therewith will survive and continue in full force and effect indefinitely.
- (d) No Party or other Person is entitled to indemnification pursuant to Sections 9.1 or 9.2 unless such Party or other Person has given written notice of its claim for indemnification pursuant to Section 9.4(a), as the case may be, within the survival periods specified in the foregoing provisions of this Section 9.6.

9.7 Limitations on Liability

- (a) Notwithstanding the foregoing provisions of this Article 9 :

- (i) notwithstanding anything to the contrary contained in this Agreement, to the extent that an adjustment has been made to the Acquisition Price or any other payments are made hereunder in respect of any matter relating to or arising out of this Agreement, no duplicate recovery shall be available hereunder;
- (ii) for greater certainty, Damages (which for greater certainty do not include AUC Disallowances) do not include any loss, liability, claim, damage, fine and other penalty, cost, charge or expense which is recovered by an Operating Entity as part of its subsequent revenue requirement;
- (iii) the Sellers and 942064 Alberta Ltd. shall have no liability under this Agreement and no Damages may be recovered from any of the Sellers or 942064 Alberta Ltd. with respect to any facts, events, circumstances or acts which (A) are not in the Ordinary Course of the Business (as of the time immediately before Closing), and (B) were requested or directed by the Purchaser or any one of its Affiliates, including as it relates to the way the Acquired Entities handle potential AUC Disallowances;
- (iv) the Sellers and 942064 Alberta Ltd. shall have no liability under this Agreement and no Damages may be recovered from any of the Sellers or 942064 Alberta Ltd. for a claim of the Purchaser or any Purchaser Indemnified Person in respect of any incorrectness or breach of any representation or warranty contained in this Agreement which does not exceed, individually, an amount equal to at least \$125,000 (in this Section 9.7, an **Eligible Claim**), except, for greater certainty, for a claim made by the Purchaser pursuant to Section 9.3(a);
- (v) The Sellers and 942064 Alberta Ltd. shall have no liability under this Agreement and no Damages may be recovered in respect of any incorrectness or breach of any representation or warranty contained in this Agreement from any of the Sellers or 942064 Alberta Ltd. unless the Eligible Claims of the Purchaser and the Purchaser Indemnified Persons, together with the AUC Disallowances in respect of which the Purchaser is not indemnified by the Sellers and 942064 Alberta Ltd. in accordance with Section 9.3(a), exceed, in the aggregate, an amount equal to at least one percent (1.0%) of the Acquisition Price, in which case the liability of the applicable Indemnifying Party is solely for the amount of such Eligible Claims in excess of one percent (1.0%) of the Acquisition Price;
- (vi) the liability of the Sellers and 942064 Alberta Ltd. in respect of Eligible Claims of the Purchaser or the Purchaser Indemnified Persons under this Agreement, together with the AUC Disallowances in respect of which the Sellers and 942064 Alberta Ltd. indemnify the Purchaser pursuant to Section 9.3(a), shall not exceed, in the aggregate, ten percent (10%) of the Acquisition Price, except for Damages arising from (A) breaches to the Fundamental Representations or, (B) fraud, intentional misrepresentation or deliberate or willful breach by the Sellers or 942064 Alberta Ltd. in respect of which, the Damages under this Agreement shall not exceed, in the aggregate, the Acquisition Price;
- (vii) the Sellers and 942064 Alberta Ltd. shall have no liability under this Agreement and no Damages may be recovered from any of the Sellers or 942064 Alberta Ltd. with respect to or as a result of AUC Disallowances, except as contemplated in Section 9.3(a); and
- (viii) neither Party shall have any liability hereunder with respect to incidental, consequential, exemplary or punitive damages, loss of profits (whether characterized as direct or indirect damages), lost business opportunities, or damages calculated by reference to any Acquisition Price methodology.

- (b) Notwithstanding any other provision of this Agreement, solely for purposes of calculating Damages under this Article 9, any qualifications or limitations set forth in any representation or warranty contained in this Agreement as to materiality or material adverse effect (or derivative of such terms or other similar materiality qualifier) contained therein shall be disregarded.
- (c) Any payments by one Party to another for the benefit of the other Party made pursuant to this Article 9 shall be treated by the Parties for all purposes as an adjustment to the Acquisition Price.
- (d) For greater certainty, the amounts and percentages set forth in Sections 9.7(a)(iv), 9.7(a)(v) and 9.7(a)(vi) apply once to the Sellers and 942064 Alberta Ltd., taken as a whole, and are not to be applied separately to each of the Sellers and 942064 Alberta Ltd.
- (e) Notwithstanding anything herein contained to the contrary, other than as set forth in Section 5.6(e), the Sellers and 942064 Alberta Ltd. shall have no liability or obligation under this Agreement in connection with the failure to disclose any fact, event, nature of any relationship, Contract or other information with respect to or resulting from the Fort McMurray Project and all such facts, events, nature of relationship, Contracts or other information shall be deemed disclosed.

9.8 Indemnification Procedure – Direct Claims

A claim for indemnification for any matter not involving a Third Party Claim must be asserted by notice (setting out in reasonable detail the factual basis for the claim and the amount of potential Damages arising from it) to the Party from whom indemnification is sought within the periods specified in Section 9.6 of this Agreement and will be subject, at all times, to the provisions of Section 9.5 and 9.7, *mutatis mutandis*.

9.9 Exceptions to Indemnification

Neither the Purchaser nor any Purchaser Indemnified Person is entitled to any claim or other recourse against the Sellers or 942064 Alberta Ltd. nor do the Sellers or 942064 Alberta Ltd. have any liability in connection with any breach of any obligation, condition or covenant of the Sellers or 942064 Alberta Ltd. in this Agreement or any Transaction Document, occurring during the Closing Period and which breach was committed in good faith and without gross negligence or wilful blindness or fraud by the Sellers, 942064 Alberta Ltd. or any Acquired Entity as a result of instructions received from the Purchaser (or any of its representatives).

9.10 Indemnification Sole Remedy

The rights and remedies that a Party may have against the other Party for a breach of any representation, warranty, covenant or obligation under this Agreement or any Transaction Document are exclusively governed by this Agreement; provided, for greater certainty, that with respect to the failure of such Party to consummate the transactions contemplated hereby on the Closing Date where all conditions to Closing in favour of such Party have been met in accordance with the terms hereof (except for conditions not being met as a result of a breach resulting from such Party's actions or omissions), the provisions of Section 9.11 shall govern.

9.11 Equitable Remedies

Each Party agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that a Party hereto does not consummate the transactions contemplated hereby on the Closing Date and as set forth herein where all conditions to Closing in favour of such Party have been met in accordance with the terms hereof (in this Section 9.11, a **Failure to Close**). In this case, the Parties acknowledge and agree that

the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent such Failure to Close and to enforce specifically the terms and provisions hereof in order for Closing to occur, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees that, in connection with a Failure to Closing by such Party, it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent a Failure to Close and to enforce specifically the terms and provisions of this Agreement in order for Closing to occur shall not be required to provide any bond or other security in connection with any such order or injunction.

9.12 Agency for Non-Parties

To the extent necessary to give effect to the provisions of this Agreement, each Party hereby accepts each indemnity in favour of its indemnified Persons who are not Parties as agent and trustee for and on their behalf. A Party may enforce an indemnity in favour of any of that Party's indemnified Persons on behalf of each such Person.

ARTICLE 10 – GUARANTEES

10.1 Purchaser Guarantee

The Purchaser Guarantor hereby guarantees to the Sellers and 942064 Alberta Ltd. the full and complete performance by the Purchaser of its agreements, covenants and obligations under this Agreement. The Parent Guarantor hereby waives demand of performance, filing of any claim or any right to require any proceeding first against the Purchaser in connection with the performance of the Purchaser's obligations under this Agreement.

10.2 Sellers Parent Guarantee

The Seller Guarantor hereby guarantees to the Purchaser the full and complete performance by the Sellers and 942064 Alberta Ltd. of their respective agreements, covenants and obligations under this Agreement. The Seller Guarantor hereby waives demand of performance, filing of any claim or any right to require any proceeding first against the Sellers or 942064 Alberta Ltd. in connection with the performance of the Sellers' and 942064 Alberta Ltd.'s obligations under this Agreement.

ARTICLE 11 – MISCELLANEOUS

11.1 Notices

Any notice, consent, waiver or other communication given under this Agreement or any Transaction Document must be in writing in the English language and may be given by delivering it (personally or by courier) or sending it by facsimile or other similar form of recorded communication addressed:

(a) to the Purchaser at:

MIDAMERICAN (ALBERTA) CANADA HOLDINGS CORPORATION
825 NE Multnomah Street
Portland, Oregon
97232

Attention: John A. Cupparo, President, MidAmerican Transmission
Jeffery B. Erb, Assistant General Counsel and Assistant Corporate
Secretary, PacifiCorp Energy

Email: jcupparo@midamericantrans.com
jeff.erb@pacificcorp.com

with a copy to:

BERKSHIRE HATHAWAY ENERGY COMPANY
1111 S 103rd Street
Omaha, Nebraska
68124

Attention: Douglas L. Anderson, Executive Vice President, General Counsel and
Corporate Secretary, Berkshire Hathaway Energy Company

Email: danderson@berkshirehathawayenergyco.com

with a copy (which does not constitute notice to the Purchaser) to:

DENTONS CANADA LLP
77 King Street West
Toronto, Ontario
M5L 0A1

Attention: Allen Garson

Email: allen.garson@dentons.com

(b) to the Sellers or 942064 Alberta Ltd. at:

SNC-LAVALIN GROUP INC.
455 René-Lévesque Blvd. West
Montréal, Quebec
Canada H2Z 1Z3

Attention: (i) Chief Executive Officer
(ii) General Counsel and Executive Vice-President
(iii) Corporate Secretary

Facsimile: (514) 390-6518

with a copy to:

cfo@snclavalin.com
generalcounsel@snclavalin.com
corporatesecretary@snclavalin.com
corporatesecretarysnclavalincapitalinc@snclavalin.com
evpici@snclavalin.com
vplegalici@snclavalin.com

with a copy (which does not constitute notice to the Seller) to:

Norton Rose Fulbright Canada LLP
1 Place Ville Marie, suite 2500
Montréal, QC, H3B 1R1

Attention: Eric Stevens, Partner

Facsimile: (514) 286-5474

Any such communication is deemed to have been delivered and received on the date of delivery or transmission by facsimile or other similar form of recorded communication, as applicable, if the day is a Business Day and delivery or transmission was received by the recipient Party prior to 5:00 pm (Calgary local time) and otherwise on the next Business Day. Delivery of a notice or other communication by e-mail is not an effective means of notice for purposes of this Agreement or Transaction Document. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

11.2 Entire Agreement

This Agreement together with the Transaction Documents constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, confidential information package, negotiations and discussions relating to the subject matter thereof, whether oral or written. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties relating to the subject matter hereof except as specifically set forth in this Agreement and the Transaction Documents. Neither Party has relied or is relying on any other information, discussions or understandings in entering into and completing the transactions contemplated in this Agreement. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any Transaction Document, the provisions of this Agreement will govern.

11.3 Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement duly executed by each of the Sellers, 942064 Alberta Ltd. and the Purchaser.

11.4 Waiver

The failure or delay by a Party in enforcing, or insisting upon strict performance of, any provision of this Agreement does not constitute a waiver of such provision or in any way affect the enforceability of this Agreement (or any of its provisions) or deprive a Party of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of this Agreement. Any waiver by a Party of any provision of this Agreement is effective only if in writing and signed by a duly authorized representative of such Party.

11.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without amendment.

11.6 Assignments

- (a) This Agreement will become effective when executed by the Parties and thereafter will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- (b) Neither this Agreement nor any of the rights, duties or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party. Any attempt to assign any of the rights, duties or obligations in this Agreement without such written consent is void.

11.7 Third Party Beneficiaries

Except as otherwise expressly provided in this Agreement, the Parties do not intend that this Agreement benefit or create any legal or equitable right, remedy or cause of action in, or on behalf of, any Person other than a Party and no Person, other than a Party, is entitled to rely on the provisions of this Agreement in any proceeding. Without limiting the generality of the foregoing, the consent of any Acquired Entity, any Sellers Indemnified Person or Purchaser Indemnified Person is not required for any amendment or waiver of, or other modification to, this Agreement, including any rights of indemnification to which such Person may be entitled.

11.8 Time of the Essence

Time is of the essence in this Agreement.

11.9 Expenses

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, brokers, investment advisers, consultants and accountants) incurred in connection with this Agreement and the transactions contemplated herein are to be paid by the Party incurring such expenses. If this Agreement is terminated, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other Party.

11.10 Further Assurances

From time to time after the Closing, each Party will, at the request of the other Party, execute and deliver such additional conveyances, transfers and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to, and carry out the intent of, this Agreement and each of the Transaction Documents.

11.11 Announcements

No press release or other public announcement with respect to this Agreement or any of the Transaction Documents or any transaction contemplated therein is to be made by a Party without the prior consent of the other Party to text of the announcement and the time and manner of its release, which consent cannot be unreasonably delayed or withheld. If a Party is bound by Law to make a press release or other public announcement, such Party may do so, notwithstanding the failure of the other Party to approve same, provided (a) the other Party has a reasonable opportunity to comment on the announcement, and (b) the announcement merely relates the facts and then only to the extent necessary to satisfy the specific legal requirement.

11.12 Counterparts

This Agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by facsimile or other means of recorded electronic transmission and such transmission (including in PDF form) with an acknowledgement of receipt shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Share Purchase Agreement.

MIDAMERICAN (ALBERTA) CANADA HOLDINGS CORPORATION

By: (s) Douglas L. Anderson
Name: Douglas L. Anderson
Title: Executive Vice President

BERKSHIRE HATHAWAY ENERGY COMPANY

By: (s) Douglas L. Anderson
Name: Douglas L. Anderson
Title: Executive Vice President

SNC-LAVALIN GROUP INC.

By: (s) Gerry Grigoropoulos
Name: Gerry Grigoropoulos
Title: Acting Executive Vice-President
Infrastructure Concession
Investments

SNC-LAVALIN TRANSMISSION LTD.

By: (s) Michael Ioffredi
Name: Michael Ioffredi
Title: President

SNC-LAVALIN TRANSMISSION II LTD.

By: (s) Michael Ioffredi
Name: Michael Ioffredi
Title: President

SNC-LAVALIN TRANSMISSION III LTD.

By: (s) Michael Ioffredi

Name: Michael Ioffredi

Title: President

942064 ALBERTA LTD.

By: (s) Gerry Grigoropoulos

Name: Gerry Grigoropoulos

Title: President

Confidential

**DISCLOSURE SCHEDULE
TO THE SHARE PURCHASE AGREEMENT**

This document constitutes the Disclosure Schedule referred to in the Share Purchase Agreement dated as of the date hereof by and among MidAmerican (Alberta) Canada Holdings Corporation, Berkshire Hathaway Energy Company and SNC-Lavalin Transmission Ltd., SNC-Lavalin Transmission II Ltd., SNC-Lavalin Transmission III Ltd., 942064 Alberta Ltd. and SNC-Lavalin Group Inc. (the **Agreement**).

This document forms part of the Agreement as contemplated in Section 1.5(b) of the Agreement and is subject to the terms and conditions thereof.

Unless the context otherwise requires, capitalized terms defined in the Agreement shall have the same meanings when used in this Disclosure Schedule.

SECTION 1.1

PERMITTED ENCUMBRANCES

Public Records Office Searches for:
SNC-Lavalin Energy Alberta Ltd.
SNC-Lavalin GP Holdings Ltd.
AltaLink Holdings, L.P.
AltaLink Investments, L.P.

Registry	Registrations
Alberta Personal Property Registry	No registrations found on any of the above named.

Public Records Office Searches for AltaLink, L.P.

Registry	Registrations
Alberta Personal Property Registry	<p><u>Registration:</u> #03052709809 <u>Type of Registration:</u> Land Charge <u>Expiry Date:</u> Infinity <u>Secured Party:</u> BNY Trust Company of Canada</p> <p>Amended by Registration #03120209113 on December 2, 2003, to change secured party from BMO Trust Company to the current secured party.</p> <p><u>Registration:</u> #03052709999 <u>Type of Registration:</u> Security Agreement <u>Expiry Date:</u> Infinity <u>Note:</u> This Registration covers a Trust Indenture. <u>Debtors:</u> AltaLink, L.P. and AltaLink Management Ltd. <u>Secured Party:</u> BNY Trust Company of Canada <u>Collateral Description:</u> All of the Debtors' present and after-acquired Personal Property.</p> <p>Amended by Registration #03120209436 on December 2, 2003, to change the secured party from BMO Trust Company to the current secured party.</p>

Public Records Office Searches for AltaLink Management Ltd.

Registry	Registrations
Alberta Personal Property Registry	<p><u>Registration</u>: #03052709809 <u>Type of Registration</u>: Land Charge <u>Expiry Date</u>: Infinity <u>Secured Party</u>: BNY Trust Company of Canada</p> <p>Amended by Registration #03120209113 on December 2, 2003, to change secured party from BMO Trust Company to the current secured party.</p> <p><u>Registration</u>: #03052709999 <u>Type of Registration</u>: Security Agreement <u>Expiry Date</u>: Infinity <u>Note</u>: This Registration covers a Trust Indenture. <u>Secured Party</u>: BNY Trust Company of Canada <u>Collateral Description</u>: All of the Debtors' present and after-acquired Personal Property.</p> <p>Amended by Registration #03120209436 on December 2, 2003, to change secured party from BMO Trust Company any to the current secured party.</p>

Public Records Office Searches for:
AltaLink Investment Management Ltd.
AltaLink Ontario, L.P.
AltaLink Ontario Management Ltd.
Heartland Transmission L.P.
Heartland Transmission Management Ltd.

Registry	Registrations
Alberta Personal Property Registry	No registrations found on any of the above named.

SECTION 1.7

INDIVIDUALS WITH KNOWLEDGE

1. Scott Thon
2. Dennis Frehlich
3. Joseph Bronneburg
4. Johanne Picard-Thompson
5. Zora Lazic
6. Gerry Grigoropoulos

SECTION 3.4

AUTHORIZATIONS OF THE SELLERS

- AUC Approval
- Competition Act Approval

SECTION 3.5

CONSENTS OF THE SELLERS

Consents required under the following Contracts:

- Amended and Restated Credit Agreement dated as of December 14, 2011, among AIML, in its capacity as general partner of AILP (as borrower), AIML (as general partner), Royal Bank of Canada (as administrative agent of the lenders, and as lender), RBC Capital Markets (as sole lead arranger and sole bookrunner), Bank of Montreal (as documentation agent) and all other lenders which become parties thereunder (as lenders), as amended, restated, supplemented or otherwise modified from time to time.
- Third Amended and Restated Credit Agreement dated as of December 19, 2013, among ALP (as borrower), AML (as general partner), The Bank of Nova Scotia as Administrative Agent of the Lenders, Co-Lead Arranger and Co-Bookrunner, Royal Bank of Canada as Syndication Agent, Co-Lead Arranger and Co-Bookrunner, and The Bank of Montreal and National Bank of Canada as Co-Documentation Agents and The Bank of Nova Scotia, Royal Bank of Canada, The Bank of Montreal, National Bank of Canada, The Toronto-Dominion Bank and Alberta Treasury Branches, and all other lenders which from time to time become parties hereunder as Lenders.
- Credit Agreement dated as of December 19, 2013, among, *inter alios*, SNC-Lavalin Group Inc. (as borrower), Bank of Montreal (as administrative agent) and the lenders parties thereto, as lenders, as amended, restated, supplemented or otherwise modified from time to time.
- Lease dated April 30, 2012 between 2767 – 2nd Avenue Portfolio Inc. (as landlord) and ALP, by its general partner, AML (as tenant) for the premises located at 2700 – 3rd Avenue South East, Calgary, Alberta (*if and when fully executed*). Reference is made to the disclosures relating to these premises in Section 3.22 of the Disclosure Schedule.
- Lease dated August 29, 2008 between Artis Interplex II Ltd. (as original landlord) and ALP, on its behalf by its general partner, AML (as tenant), as amended by a Lease Expansion and Amending Agreement dated May 26, 2009 between Opus (Interplex II) Ltd. (as second landlord – which is the successor in interest to the original landlord) and the tenant; as further amended by a Second Lease Expansion and Amending Agreement dated as of November 15, 2009 between the second landlord and the tenant; as further amended by the Third Lease Expansion and Amending Agreement dated as of April 13, 2010 between the Third Avenue Building Calgary GP Ltd. in its capacity as general partner of Third Avenue Building Calgary Limited Partnership (as third landlord – which is the successor in interest to the second landlord effective March 1, 2010) and the tenant; as further amended by a Lease Amending and License Agreement (Pathway License) dated as of December 20, 2010 between third landlord and the tenant; for the premises located at 2535 – 3rd Avenue South East, Calgary, Alberta.

SECTION 3.7 (a)

AUTHORIZED AND ISSUED CAPITAL (CORPORATIONS)

	Authorized Capital	Issued and Outstanding Capital	Registered or Beneficial Owners
SNC-Lavalin Energy Alberta Ltd.	Unlimited number of common shares	1 common share	942064 Alberta Ltd.
SNC-Lavalin GP Holdings Ltd.	Unlimited number of common shares	200 common shares	SNC-Lavalin Energy Alberta Ltd.
AIML	Unlimited number of common shares	130 common shares	100 – SNC-Lavalin Energy Alberta Ltd. 30 – SNC-Lavalin GP Holdings Ltd.
AML	Unlimited number of common shares	130 common shares	100 – SNC-Lavalin Energy Alberta Ltd. 30 – SNC-Lavalin GP Holdings Ltd.
AOML	Unlimited number of common shares	100 common shares	AIML
Heartland Transmission Management Ltd.	Unlimited number of common shares	100 common shares	50 – AML 50 – EPCOR Distribution & Transmission Inc.

SECTION 3.7 (b)

AUTHORIZED AND ISSUED CAPITAL (PARTNERSHIPS)

	Units or partnership interests	Registered or Beneficial Owners
AHLP	67,865,467 units 36,542,943 units 31,322,523 units General Partner interest (representing 0.01% interest in the total partnership interest)	SNC-Lavalin Transmission Ltd. SNC-Lavalin Transmission II Ltd. SNC-Lavalin Transmission III Ltd. AIML
AILP	225,730,933 units General Partner interest (representing 0.01% interest in the total partnership interest)	AHLP AIML
ALP	331,904,395 units General Partner interest (representing 0.01% interest in the total partnership interest)	AILP. AML
AOLP	100 units General Partner interest (representing 0.01% interest in the total partnership interest)	AILP AOML
Heartland Transmission L.P.	100 units 100 units General Partner interest (representing 0.01% interest in the total partnership interest)	ALP EPCOR Transmission Development (Heartland) Limited Partnership Heartland Transmission Management Ltd.

SECTION 3.8

NO OTHER AGREEMENTS TO ACQUIRE

- Governing Agreements (only as between the Acquired Entities, except, (i) with respect to the Heartland LPA, as between EPCOR Transmission Development (Heartland) Limited Partnership, ALP and Heartland Transmission Management Ltd., and (ii) with respect to the Heartland USA, as between EPCOR Distribution and Transmission Inc., AML and Heartland Transmission Management Ltd.);
- Project Commitment and Option Agreement (240kV Electric Transmission Line), dated September 16, 2010 between the Piikani Nation and ALP;
- Project Commitment and Option Agreement (240kV Electric Transmission Line), dated May 27, 2010 between the Blood Tribe and ALP; and
- Heartland Transmission Facilities Partition Agreement, dated November 13, 2013, between ALP and EPCOR Distribution & Transmission Inc.

SECTION 3.13
QUALIFICATION

Entity	Jurisdictions
SNC-Lavalin Energy Alberta Ltd.	Alberta
SNC-Lavalin GP Holdings Ltd.	Alberta
AHLP	Alberta
AILP	Alberta Ontario
ALP	Alberta Saskatchewan Ontario New Brunswick Prince Edwards Island
AIML	Alberta Ontario
AML	Alberta Saskatchewan Ontario
AOLP	Ontario
Heartland Transmission L.P.	Alberta
AOML	Ontario
Heartland Transmission Management Ltd.	Alberta
Corporation	Alberta

SECTION 3.14

CONDUCT OF BUSINESS IN THE ORDINARY COURSE

Each of the Non-Operating Entities, and to the knowledge of the Sellers, the Operating Entities has carried on its business in the Ordinary Course, with the exception of the following:

1. the transactions constituting the Pre-Closing Reorganization to be completed during the Closing Period; and
2. bonus plan in favour of key executives of the Operating Entities in relation to Closing.

SECTION 3.16
MATERIAL AUTHORIZATIONS

[See attached]

Name	Component	Application No.	Proceeding ID	Description	Release Date
Order No.2004-199.pdf	788L	1348414		Connection of AML 788L to ATCO 898S	9/10/2004
Order No.2004-200.pdf	789L	1348414		Connection of AML 789L to ATCO 898S	9/10/2004
U2002-038.pdf	863L	1254249		TransAlta	1/24/2002
U2002-039.pdf	725AL	1254249		TransAlta	1/24/2002
U2002-071.pdf	133L	1255264		TransAlta	2/12/2002
U2002-072.pdf	133L	1255264		TransAlta	2/12/2002
U2002-075.pdf	353S	1245836		TransAlta	1/31/2002
U2002-076.pdf	159S	1245836		TransAlta	1/31/2002
U2002-077.pdf	242S	1245836		TransAlta	1/31/2002
U2002-078.pdf	728AL	1245836		TransAlta	1/31/2002
U2002-083.pdf	255S	2000319		TransAlta	2/8/2002
U2002-084.pdf	161L	2000319		TransAlta	2/8/2002
U2002-085.pdf	180L	2000319		TransAlta	2/8/2002
U2002-1010.pdf	725BL	1283186		Strobe Light and Power	
U2002-1011.pdf	725BL	1283187		AML Construct and Operate Transmission Line 725BL	11/21/2002
U2002-1031.pdf	753L	1274771		TransAlta transfer ownership of 753L to AltaLink and AML operate 753L (Application 1285578)	12/19/2002
U2002-108.pdf	725L	1254820		TransAlta	2/27/2002
U2002-113.pdf	536S	1258310		TransAlta	3/13/2002
U2002-114.pdf	889L	1258310		TransAlta	3/13/2002
U2002-115.pdf	335S	1258310		TransAlta	3/13/2002
U2002-137.pdf	11S	1260647		TransAlta	4/8/2002
U2002-138.pdf	207L	1260647		TransAlta	4/8/2002
U2002-139.pdf	725L	1260647		TransAlta	4/8/2002
U2002-165.pdf	48S	1268559		AML approval from EUB to alter and operate 48S	6/12/2002
U2002-166.pdf	887L	1268559		AML approval from EUB to alter and re-designate 887L	6/12/2002
U2002-300.pdf	2S	1274771		AML Transfer of Ownership from TransAlta to AML Kananaskis 2S Substation	8/1/2002

U2002-301.pdf	5S	1274771	AML Transfer of Ownership from TransAlta to AML East Calgary 5S Substation	8/1/2002
U2002-302.pdf	13S	1274771	AML Transfer of Ownership from TransAlta to AML Deerland 13S Substation	8/1/2002
U2002-303.pdf	15S	1274771	AML Transfer of Ownership from TransAlta to AML Fort Macleod 15S Substation	8/1/2002
U2002-304.pdf	17S	1274771	AML Transfer of Ownership from TransALta to AML Benalto 17S Substation	8/1/2002
U2002-305.pdf	19S	1274771	AML Transfer of Ownership from TransAlta to AML Webamun 19S Substation	8/1/2002
U2002-306.pdf	20S	1274771	AML Transfer of Ownership from TransAlta to AML Ghost 20S Substation	8/1/2002
U2002-307.pdf	21S	1274771	AML Transfer of Ownership from TransAlta to AML Marion 21S Substation	8/1/2002
U2002-308.pdf	28S	1274771	AML Transfer of Ownership from TransAlta to AML West Brooks Substation 28S	8/1/2002
U2002-309.pdf	29S	1274771	AML Transfer of Ownership from TransAltat to AML Cascade 29S Substation	8/1/2002
U2002-310.pdf	37S	1274771	AML Transfer of Ownership from TransAlta to AML North Calder 37S Substation	8/1/2002
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U2002-529.pdf	678S	1274771		TransAlta transfer ownership to 678S to AltaLink	8/1/2002

U2002-530.pdf	701S	1274771		TransAlta transfer ownership to 701S to AltaLink	8/1/2002
U2002-531.pdf	928S	1274771		TransAlta transfer ownership to 928S to AltaLink	8/1/2002
U2002-532.pdf	746S	1274771		TransAlta transfer ownership to 746S to AltaLink	8/1/2002
U2002-533.pdf	793S	1274771		TransAlta transfer ownership to 793S to AltaLink	8/1/2002
U2002-534.pdf	799S	1274771		TransAlta transfer ownership to 799S to AltaLink	8/1/2002
U2002-535.pdf	804S	1274771		TransAlta transfer ownership to 804S to AltaLink	8/1/2002
U2002-536.pdf	808S	1274771		AML Transfer of Ownership from TransAlta to AML Highvale Mine substation 808S	8/1/2002
U2002-537.pdf	818S	1274771		AML Transfer of Ownership from TransAlta to AML Winefred substation 818S	8/1/2002
U2002-538.pdf	821S	1274771		AML Transfer of Ownership from TransAlta to AML Sundance substation 821 S	8/1/2002
U2002-539.pdf	866S	1274771		AML Transfer of Ownership from TransAlta to AML Make-up Water Pumphouse substation 866S	8/1/2002
U2002-540.pdf	867S	1274771		AML Transfer of Ownership from TransAlta to AML Sundance Blowdown Pumphouse substation 867S	8/1/2002
U2002-541.pdf	887S	1274771		AML Transfer of Ownership from TransAlta to AML Carson Creek substation 887S	8/1/2002
U2002-542.pdf	895S	1274771		AML Transfer of Ownership from TransAlta to AML Suffield substation 895S	8/1/2002
U2002-543.pdf	899S	1274771		AML Transfer of Ownership from TransAlta to AML Edgerton substation 899S (the Substation).	8/1/2002
U2002-544.pdf	906S	1274771		AML Transfer of Ownership from TransAlta to AML Ross Creek substation 906S	8/1/2002
U2002-545.pdf	945S	1274771		AML Transfer of Ownership from TransAlta to AML Sunshine substation 945S	8/1/2002
U2002-546.pdf	953S	1274771		AML Transfer of Ownership from TransAlta to AML Lake Louise substation 953S	8/1/2002
U2002-547.pdf	964S	1274771		AML Transfer of Ownership from TransAlta to AML Pigeon Lake substation 964S	8/1/2002
U2002-548.pdf	968S	1274771		AML Transfer of Ownership from TransAlta to AML Cochin substation 968S	8/1/2002
U2002-549.pdf	975S	1274771		AML Transfer of Ownership from TransAlta to AML Dalehurst substation 975S	8/1/2002

U2002-550.pdf	983S	1274771	AML Transfer of Ownership from TransAlta to AML Cadomin substation 983S	8/1/2002
U2002-551.pdf	984S	1274771	AML Transfer of Ownership from TransAlta to AML Luscar substation 984S	8/1/2002
U2002-552.pdf	985S	1274771	AML Transfer of Ownership from TransAlta to AML Exshaw substation 985S	8/1/2002
U2002-553.pdf	994S	1274771	AML Transfer of Ownership from TransAlta to AML Lac La Nonne substation 994S	8/1/2002
U2002-554.pdf	995S	1274771	AML Transfer of Ownership from TransAlta to AML Yarrow substation 995S	8/1/2002
U2002-555.pdf	996S	1274771	AML Transfer of Ownership from TransAlta to AML Carson Lake substation 996S	8/1/2002
U2002-557.pdf	3AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 3AL	12/13/2002
U2002-561.pdf	13L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 13L	12/13/2002
U2002-567.pdf	50L	1274771	AML Transfer of Ownership from TransAlta to AML 138kV Transmission Line 50L	12/13/2002
U2002-568.pdf	54AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 54AL	12/13/2002
U2002-569.pdf	54L	1274771	AML Transfer of Ownership from TransAlta to AML138-kV transmission line 54L	12/13/2002
U2002-571.pdf	61AL	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 61AL	12/13/2002
U2002-572.pdf	61L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 61L	12/13/2002
U2002-573.pdf	80AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 80AL	12/13/2002
U2002-574.pdf	80L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 80L	12/13/2002
U2002-575.pdf	90L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 90L	12/13/2002
U2002-576.pdf	100L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 100L	12/13/2002

U2002-577.pdf	104L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 104L	12/13/2002
U2002-578.pdf	123L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 123L	12/13/2002
U2002-579.pdf	124L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 124L	12/13/2002
U2002-580.pdf	126GL	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 126GL	12/13/2002
U2002-581.pdf	129L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 129L	12/13/2002
U2002-582.pdf	133L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 133L	12/13/2002
U2002-583.pdf	144L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 144L	12/13/2002
U2002-584.pdf	146L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 146L	12/13/2002
U2002-585.pdf	150AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 150AL	12/13/2002
U2002-586.pdf	150L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 150L	12/13/2002
U2002-587.pdf	156AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 156AL	12/13/2002
U2002-588.pdf	156L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission. line 156L	12/13/2002
U2002-589.pdf	158L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 158L	12/13/2002
U2002-590.pdf	161L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 161L	12/13/2002
U2002-591.pdf	162L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 162L	12/13/2002
U2002-592.pdf	164L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 164L	12/13/2002
U2002-593.pdf	166AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 166AL	12/13/2002

U2002-594.pdf	166L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 166L	12/13/2002
U2002-595.pdf	170AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 170AL	12/13/2002
U2002-596.pdf	170L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 170L	12/13/2002
U2002-597.pdf	172AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 172AL	12/13/2002
U2002-598.pdf	172BL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 172BL	12/13/2002
U2002-599.pdf	172CL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 172CL	12/13/2002
U2002-600.pdf	172L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 172L	12/13/2002
U2002-601.pdf	174L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 174L	12/13/2002
U2002-603.pdf	180L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 180L	12/13/2002
U2002-604.pdf	185AL	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 185AL	12/13/2002
U2002-605.pdf	185L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 185L	12/13/2002
U2002-606.pdf	189L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 189L	12/13/2002
U2002-607.pdf	190L	1274771	AML Transfer of Ownership from TransAlta to AML 240-kV transmission line 190L	12/13/2002
U2002-608.pdf	197L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 197L	12/13/2002
U2002-609.pdf	199L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 199L	12/13/2002
U2002-610.pdf	202L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 202L	12/13/2002
U2002-611.pdf	202AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 202AL	12/13/2002

U2002-612.pdf	207AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 207L	12/13/2002
U2002-613.pdf	215L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 215L	12/13/2002
U2002-614.pdf	915L	1274771		AML Transfer of Ownership from TransAlta to AML 240-kV transmission line 915L	12/13/2002
U2002-615.pdf	223L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 223L	12/13/2002
U2002-617.pdf	225AL	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 225AL	12/13/2002
U2002-618.pdf	225L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 225L	12/13/2002
U2002-619.pdf	234L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 234L	12/13/2002
U2002-620.pdf	3013T	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 3013T	12/13/2002
U2002-621.pdf	989L	1274771		AML Transfer of Ownership from TransAlta to AML 240-kV transmission line 989L	12/13/2002
U2002-623.pdf	501L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 501L	12/13/2002
U2002-625.pdf	503L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 503L	12/13/2002
U2002-626.pdf	504L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 504L	12/13/2002
U2002-627.pdf	508L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 508L	12/13/2002
U2002-629.pdf	514B1L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 514B1L	12/13/2002
U2002-630.pdf	514BL	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 514BL	12/13/2002
U2002-631.pdf	514L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 514L	12/13/2002
U2002-632.pdf	515L	1274771		AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 515L	12/13/2002

U2002-633.pdf	517L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 517L	12/13/2002
U2002-635.pdf	520L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 520L	12/13/2002
U2002-636.pdf	522L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 522L	12/13/2002
U2002-637.pdf	526L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 526L	9/15/2002
U2002-639.pdf	537AL	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 537 AL	12/13/2002
U2002-640.pdf	537L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 537L	12/13/2002
U2002-641.pdf	544L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 544L	12/13/2002
U2002-642.pdf	551L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 551L	12/13/2002
U2002-643.pdf	591L	1274771	AML Transfer of Ownership from TransAlta to AML 69-kV transmission line 591L	12/13/2002
U2002-644.pdf	700L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 700L	12/13/2002
U2002-645.pdf	701L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 701L	12/13/2002
U2002-646.pdf	702L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 702L	12/13/2002
U2002-647.pdf	703BL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 703BL	12/13/2002
U2002-648.pdf	703L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 703L	12/13/2002
U2002-649.pdf	704AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 704AL	12/13/2002
U2002-650.pdf	704L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 704L	12/13/2002
U2002-651.pdf	705L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 705L	12/13/2002

U2002-652.pdf	706AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 706AL	12/13/2002
U2002-653.pdf	707L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 707L	12/13/2002
U2002-654.pdf	708AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 708AL	12/13/2002
U2002-655.pdf	708L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 708L	12/13/2002
U2002-656.pdf	710L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 710L	12/13/2002
U2002-658.pdf	712L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 712L	12/13/2002
U2002-659.pdf	715L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 715L	12/13/2002
U2002-660.pdf	716L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 716L	12/13/2002
U2002-661.pdf	717L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 717L	12/13/2002
U2002-662.pdf	718L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 718L	12/13/2002
U2002-663.pdf	719AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 719AL	12/13/2002
U2002-664.pdf	719BL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 719BL	12/13/2002
U2002-665.pdf	719CL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 719CL	12/13/2002
U2002-666.pdf	719L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 719L	12/13/2002
U2002-667.pdf	720AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 720AL	12/13/2002
U2002-668.pdf	720L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 720L	12/13/2002
U2002-669.pdf	722L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 722L	12/13/2002

U2002-670.pdf	723L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 723L	12/13/2002
U2002-671.pdf	724L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 724L	12/13/2002
U2002-672.pdf	725AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 725AL	12/13/2002
U2002-673.pdf	725L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 725L	12/13/2002
U2002-674.pdf	726L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 726L	12/13/2002
U2002-675.pdf	727L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 727L	12/13/2002
U2002-676.pdf	727AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 727 AL	12/13/2002
U2002-677.pdf	728AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 728AL	12/13/2002
U2002-678.pdf	728L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 728L	12/13/2002
U2002-679.pdf	729L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 729L	12/13/2002
U2002-680.pdf	730L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 730L	12/13/2002
U2002-681.pdf	731L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 732L	12/13/2002
U2002-682.pdf	732L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 732L	12/13/2002
U2002-683.pdf	733AL	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 733AL	12/13/2002
U2002-685.pdf	735L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 735L	12/13/2002
U2002-687.pdf	737L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 737L	12/13/2002
U2002-688.pdf	738L	1274771	AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 738L	12/13/2002

U2002-689.pdf	738AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 738AL	12/13/2002
U2002-690.pdf	739L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 739L	12/13/2002
U2002-691.pdf	740AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 740AL	12/13/2002
U2002-692.pdf	740L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 740L	12/13/2002
U2002-693.pdf	741L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 741L	12/13/2002
U2002-694.pdf	742L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 742L	12/13/2002
U2002-695.pdf	743L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 743L	12/13/2002
U2002-696.pdf	744L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 744L	12/13/2002
U2002-697.pdf	745AL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 745AL	12/13/2002
U2002-698.pdf	745L	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 745L	12/13/2002
U2002-699.pdf	746BL	1274771		AML Transfer of Ownership from TransAlta to AML 138-kV transmission line 746BL	12/13/2002
U2002-700.pdf	746L	1274771		TransAlta transfer ownership of 746L to AltaLink	12/13/2002
U2002-701.pdf	747L	1274771		TransAlta transfer ownership of 747L to AltaLink	12/13/2002
U2002-702.pdf	748L	1274771		TransAlta transfer ownership to 748L to AltaLink	12/13/2002
U2002-703.pdf	749AL	1274771		TransAlta transfer ownership to 749AL to AltaLink	12/13/2002
U2002-704.pdf	749L	1274771		TransAlta transfer ownership to 749L to AltaLink	12/13/2002
U2002-705.pdf	752AL	1274771		TransAlta transfer ownership to 752AL to AltaLink	12/13/2002
U2002-706.pdf	752BL	1274771		TransAlta transfer ownership to 752BL to AltaLink	12/13/2002
U2002-707.pdf	752L	1274771		TransAlta transfer ownership to 752L to AltaLink	12/13/2002
U2002-709.pdf	754L	1274771		TransAlta transfer ownership to 754L to AltaLink	12/13/2002
U2002-710.pdf	755L	1274771		TransAlta transfer ownership to 755L to AltaLink	12/13/2002
U2002-711.pdf	759AL	1274771		TransAlta transfer ownership to 759AL to AltaLink	12/13/2002
U2002-712.pdf	756L	1274771		TransAlta transfer ownership to 756L to AltaLink	12/13/2002

U2002-713.pdf	757L	1274771		TransAlta transfer ownership to 757L to AltaLink	12/13/2002
U2002-714.pdf	758L	1274771		TransAlta transfer ownership to 758L to AltaLink	12/13/2002
U2002-715.pdf	759L	1274771		TransAlta transfer ownership to 759L to AltaLink	12/13/2002
U2002-716.pdf	760AL	1274771		TransAlta transfer ownership to 760AL to AltaLink	12/13/2002
U2002-717.pdf	D760L	1274771		TransAlta transfer ownership to D760L to AltaLink	12/13/2002
U2002-718.pdf	760L	1274771		TransAlta transfer ownership of 760L to AltaLink	12/13/2002
U2002-719.pdf	761L	1274771		TransAlta transfer ownership of 761L to AltaLink	12/13/2002
U2002-720.pdf	762AL	1274771		TransAlta transfer ownership of 762AL to AltaLink	12/13/2002
U2002-721.pdf	762L	1274771		TransAlta transfer ownership of 762L to AltaLink	12/13/2002
U2002-722.pdf	763L	1274771		TransAlta transfer ownership of 763L to AltaLink	12/13/2002
U2002-723.pdf	763AL	1274771		TransAlta transfer ownership of 763AL to AltaLink	12/13/2002
U2002-724.pdf	764L	1274771		TransAlta transfer ownership of 764L to AltaLink	12/13/2002
U2002-725.pdf	765L	1274771		TransAlta transfer ownership of 765L to AltaLink	12/13/2002
U2002-727.pdf	767AL	1274771		TransAlta transfer ownership of 767AL to AltaLink	12/13/2002
U2002-729.pdf	768L	1274771		TransAlta transfer ownership of 768L to AltaLink	12/13/2002
U2002-731.pdf	773L	1274771		TransAlta transfer ownership of 773L to AltaLink	12/13/2002
U2002-732.pdf	774L	1274771		TransAlta transfer ownership of 774L to AltaLink	12/13/2002
U2002-733.pdf	775L	1274771		TransAlta transfer ownership of 775L to AltaLink	12/13/2002
U2002-734.pdf	776L	1274771		TransAlta transfer ownership of 776L to AltaLink	12/13/2002
U2002-735.pdf	778L	1274771		TransAlta transfer ownership of 778L to AltaLink	12/13/2002
U2002-736.pdf	780L	1274771		TransAlta transfer ownership of 780L to AltaLink	12/13/2002
U2002-737.pdf	781L	1274771		TransAlta transfer ownership of 781L to AltaLink	12/13/2002
U2002-738.pdf	782L	1274771		TransAlta transfer ownership of 782L to AltaLink	12/13/2002
U2002-739.pdf	783L	1274771		TransAlta transfer ownership of 783L to AltaLink	12/13/2002
U2002-740.pdf	784AL	1274771		TransAlta transfer ownership of 784AL to AltaLink	12/13/2002
U2002-741.pdf	784L	1274771		TransAlta transfer ownership of 784L to AltaLink	12/13/2002
U2002-742.pdf	787L	1274771		TransAlta transfer ownership of 787L to AltaLink	12/13/2002
U2002-743.pdf	788L	1274771		TransAlta transfer ownership of 788L to AltaLink	12/13/2002
U2002-744.pdf	791L	1274771		TransAlta transfer ownership of 791L to AltaLink	12/13/2002
U2002-745.pdf	792L	1274771		TransAlta transfer ownership of 792L to AltaLink	12/13/2002
U2002-746.pdf	793L	1274771		TransAlta transfer ownership of 793L to AltaLink	12/13/2002
U2002-747.pdf	794L	1274771		TransAlta transfer ownership of 794L to AltaLink	12/13/2002
U2002-748.pdf	795L	1274771		TransAlta transfer ownership of 795L to AltaLink	12/13/2002
U2002-749.pdf	797L	1274771		TransAlta transfer ownership of 797L to AltaLink	12/13/2002

U2002-750.pdf	798L	1274771		TransAlta transfer ownership of 798L to AltaLink	12/13/2002
U2002-751.pdf	799L	1274771		TransAlta transfer ownership of 799L to AltaLink	12/13/2002
U2002-752.pdf	801AL	1274771		TransAlta transfer ownership of 801AL to AltaLink	12/13/2002
U2002-753.pdf	801L	1274771		TransAlta transfer ownership of 801L to AltaLink	12/13/2002
U2002-754.pdf	803L	1274771		TransAlta transfer ownership of 803L to AltaLink	12/13/2002
U2002-755.pdf	804L	1274771		TransAlta transfer ownership of 804L to AltaLink	12/13/2002
U2002-756.pdf	805L	1274771		TransAlta transfer ownership of 805L to AltaLink	12/13/2002
U2002-757.pdf	807L	1274771		TransAlta transfer ownership of 807L to AltaLink	12/13/2002
U2002-758.pdf	808L	1274771		TransAlta transfer ownership of 808L to AltaLink	12/13/2002
U2002-759.pdf	809L	1274771		TransAlta transfer ownership of 809L to AltaLink	12/13/2002
U2002-761.pdf	812L	1274771		TransAlta transfer ownership of 812L to AltaLink	12/13/2002
U2002-762.pdf	813L	1274771		TransAlta transfer ownership of 813L to AltaLink	12/13/2002
U2002-763.pdf	814L	1274771		TransAlta transfer ownership of 814L to AltaLink	12/13/2002
U2002-765.pdf	821L	1274771		TransAlta transfer ownership of 821L to AltaLink	12/13/2002
U2002-766.pdf	822L	1274771		TransAlta transfer ownership of 822L to AltaLink	12/13/2002
U2002-767.pdf	825L	1274771		TransAlta transfer ownership of 825L to AltaLink	12/13/2002
U2002-768.pdf	826L	1274771		TransAlta transfer ownership of 826L to AltaLink	12/13/2002
U2002-769.pdf	827L	1274771		TransAlta transfer ownership of 827L to AltaLink	12/13/2002
U2002-770.pdf	828L	1274771		TransAlta transfer ownership of 828L to AltaLink	12/13/2002
U2002-771.pdf	830L	1274771		TransAlta transfer ownership of 830L to AltaLink	12/13/2002
U2002-772.pdf	831AL	1274771		TransAlta transfer ownership of 831AL to AltaLink	12/13/2002
U2002-773.pdf	831L	1274771		TransAlta transfer ownership of 831L to AltaLink	12/13/2002
U2002-774.pdf	834L	1274771		TransAlta transfer ownership of 834L to AltaLink	12/13/2002
U2002-775.pdf	835AL	1274771		TransAlta transfer ownership of 835AL to AltaLink	12/13/2002
U2002-776.pdf	835L	1274771		TransAlta transfer ownership of 835L to AltaLink	12/13/2002
U2002-777.pdf	836L	1274771		TransAlta transfer ownership of 836L to AltaLink	12/13/2002
U2002-778.pdf	837L	1274771		TransAlta transfer ownership of 837L to AltaLink	12/13/2002
U2002-779.pdf	838L	1274771		TransAlta transfer ownership of 838L to AltaLink	12/13/2002
U2002-780.pdf	841L	1274771		TransAlta transfer ownership of 841L to AltaLink	12/13/2002
U2002-781.pdf	842L	1274771		TransAlta transfer ownership of 842L to AltaLink	12/13/2002
U2002-782.pdf	843L	1274771		TransAlta transfer ownership of 843L to AltaLink	12/13/2002
U2002-783.pdf	844L	1274771		TransAlta transfer ownership of 844L to AltaLink	12/13/2002
U2002-784.pdf	846L	1274771		TransAlta transfer ownership of 846L to AltaLink	12/13/2002
U2002-785.pdf	847L	1274771		TransAlta transfer ownership of 847L to AltaLink	12/13/2002

U2002-786.pdf	848AL	1274771		TransAlta transfer ownership of 847AL to AltaLink	12/13/2002
U2002-787.pdf	848L	1274771		TransAlta transfer ownership of 848L to AltaLink	12/13/2002
U2002-788.pdf	850L	1274771		TransAlta transfer ownership of 850L to AltaLink	12/13/2002
U2002-789.pdf	851L	1274771		TransAlta transfer ownership of 851L to AltaLink	12/13/2002
U2002-790.pdf	852L	1274771		TransAlta transfer ownership of 852L to AltaLink	12/13/2002
U2002-791.pdf	853L	1274771		TransAlta transfer ownership of 853L to AltaLink	12/13/2002
U2002-792.pdf	854L	1274771		TransAlta transfer ownership of 854L to AltaLink	12/13/2002
U2002-793.pdf	858L	1274771		TransAlta transfer ownership of 858L to AltaLink	12/13/2002
U2002-794.pdf	859L	1274771		TransAlta transfer ownership of 859L to AltaLink	12/13/2002
U2002-795.pdf	860L	1274771		TransAlta transfer ownership of 860L to AltaLink	12/13/2002
U2002-796.pdf	861L	1274771		TransAlta transfer ownership of 861L to AltaLink	12/13/2002
U2002-797.pdf	862L	1274771		TransAlta transfer ownership of 862L to AltaLink	12/13/2002
U2002-798.pdf	863L	1274771		TransAlta transfer ownership of 863L to AltaLink	12/13/2002
U2002-799.pdf	864AL	1274771		TransAlta transfer ownership of 864AL to AltaLink	12/13/2002
U2002-800.pdf	864BL	1274771		TransAlta transfer ownership of 864BL to AltaLink	12/13/2002
U2002-801.pdf	864L	1274771		TransAlta transfer ownership of 864L to AltaLink	12/13/2002
U2002-802.pdf	865L	1274771		TransAlta transfer ownership of 865L to AltaLink	12/13/2002
U2002-803.pdf	869L	1274771		TransAlta transfer ownership of 869L to AltaLink	12/13/2002
U2002-804.pdf	871L	1274771		TransAlta transfer ownership of 871L to AltaLink	12/13/2002
U2002-805.pdf	874L	1274771		TransAlta transfer ownership of 874L to AltaLink	12/13/2002
U2002-806.pdf	876L	1274771		TransAlta transfer ownership of 876L to AltaLink	12/13/2002
U2002-807.pdf	883L	1274771		TransAlta transfer ownership of 883L to AltaLink	12/13/2002
U2002-808.pdf	888AL	1274771		TransAlta transfer ownership of 888AL to AltaLink	12/13/2002
U2002-809.pdf	889L	1274771		TransAlta transfer ownership of 889L to AltaLink	10/1/2002
U2002-810.pdf	900L	1274771		TransAlta transfer ownership of 900L to AltaLink	12/13/2002
U2002-811.pdf	901L	1274771		TransAlta transfer ownership of 901L to AltaLink	12/13/2002
U2002-812.pdf	902L	1274771		TransAlta transfer ownership of 902L to AltaLink	12/13/2002
U2002-813.pdf	903L	1274771		TransAlta transfer ownership of 903L to AltaLink	12/13/2002
U2002-814.pdf	904L	1274771		TransAlta transfer ownership of 904L to AltaLink	12/13/2002
U2002-815.pdf	905L	1274771		TransAlta transfer ownership of 905L to AltaLink	12/13/2002
U2002-816.pdf	906L	1274771		TransAlta transfer ownership of 906L to AltaLink	12/13/2002
U2002-817.pdf	907L	1274771		TransAlta transfer ownership of 907L to AltaLink	12/13/2002
U2002-818.pdf	908L	1274771		TransAlta transfer ownership of 908L to AltaLink	12/13/2002
U2002-819.pdf	909L	1274771		TransAlta transfer ownership of 909L to AltaLink	12/13/2002

U2002-820.pdf	910L	1274771		TransAlta transfer ownership of 910L to AltaLink	12/13/2002
U2002-821.pdf	911L	1274771		TransAlta transfer ownership of 911L to AltaLink	12/13/2002
U2002-822.pdf	913L	1274771		TransAlta transfer ownership of 913L to AltaLink	12/13/2002
U2002-823.pdf	914L	1274771		TransAlta transfer ownership of 914L to AltaLink	12/13/2002
U2002-824.pdf	916L	1274771		TransAlta transfer ownership of 916L to AltaLink	12/13/2002
U2002-825.pdf	917L	1274771		TransAlta transfer ownership of 917L to AltaLink	12/13/2002
U2002-826.pdf	918L	1274771		TransAlta transfer ownership of 918L to AltaLink	12/13/2002
U2002-827.pdf	919L	1274771		TransAlta transfer ownership of 919L to AltaLink	12/13/2002
U2002-828.pdf	920L	1274771		TransAlta transfer ownership of 920L to AltaLink	12/13/2002
U2002-829.pdf	921L	1274771		TransAlta transfer ownership of 921L to AltaLink	12/13/2002
U2002-830.pdf	922L	1274771		TransAlta transfer ownership of 922L to AltaLink	12/13/2002
U2002-831.pdf	923L	1274771		TransAlta transfer ownership of 923L to AltaLink	12/13/2002
U2002-832.pdf	924L	1274771		TransAlta transfer ownership of 924L to AltaLink	12/13/2002
U2002-833.pdf	925L	1274771		TransAlta transfer ownership of 925L to AltaLink	12/13/2002
U2002-834.pdf	926L	1274771		TransAlta transfer ownership of 926L to AltaLink	12/13/2002
U2002-835.pdf	927L	1274771		TransAlta transfer ownership of 927L to AltaLink	12/13/2002
U2002-836.pdf	928L	1274771		TransAlta transfer ownership of 928L to AltaLink	12/13/2002
U2002-837.pdf	929L	1274771		TransAlta transfer ownership of 929L to AltaLink	12/13/2002
U2002-838.pdf	931L	1274771		TransAlta transfer ownership of 931L to AltaLink	12/13/2002
U2002-840.pdf	933L	1274771		TransAlta transfer ownership of 933L to AltaLink	12/13/2002
U2002-841.pdf	934AL	1274771		TransAlta transfer ownership of 934ALL to AltaLink	12/13/2002
U2002-842.pdf	934L	1274771		TransAlta transfer ownership of 934L to AltaLink	12/13/2002
U2002-843.pdf	935L	1274771		TransAlta transfer ownership of 935L to AltaLink	12/13/2002
U2002-844.pdf	936L	1274771		TransAlta transfer ownership of 936L to AltaLink	12/13/2002
U2002-845.pdf	367L	1274771		TransAlta transfer ownership of 937L to AltaLink	12/13/2002
U2002-846.pdf	342L	1274771		TransAlta transfer ownership of 942L to AltaLink	12/13/2002
U2002-847.pdf	943L	1274771		TransAlta transfer ownership of 943L to AltaLink	11/5/2002
U2002-848.pdf	944L	1274771		TransAlta transfer ownership of 944L to AltaLink	12/13/2002
U2002-849.pdf	945L	1274771		TransAlta transfer ownership of 945L to AltaLink	12/13/2002
U2002-850.pdf	946L	1274771		TransAlta transfer ownership of 946L to AltaLink	12/13/2002
U2002-851.pdf	947L	1274771		TransAlta transfer ownership of 947L to AltaLink	12/13/2002
U2002-852.pdf	948L	1274771		TransAlta transfer ownership of 948L to AltaLink	12/13/2002
U2002-853.pdf	950L	1274771		TransAlta transfer ownership of 950L to AltaLink	12/13/2002
U2002-855.pdf	960L	1274771		TransAlta transfer ownership of 960L to AltaLink	12/13/2002

U2002-856.pdf	961L	1274771		TransAlta transfer ownership of 961L to AltaLink	12/13/2002
U2002-857.pdf	973L	1274771		TransAlta transfer ownership of 973L to AltaLink	12/13/2002
U2002-858.pdf	974L	1274771		TransAlta transfer ownership of 974L to AltaLink	12/13/2002
U2002-860.pdf	995AL	1274771		TransAlta transfer ownership of 995AL to AltaLink	12/13/2002
U2002-861.pdf	995L	1274771		TransAlta transfer ownership of 995L to AltaLink	12/13/2002
U2002-862.pdf	1201L	1274771		TransAlta transfer ownership of 1201L to AltaLink	12/13/2002
U2002-863.pdf	1202L	1274771		TransAlta transfer ownership of 1202L to AltaLink	12/13/2002
U2002-864.pdf	1203L	1274771		TransAlta transfer ownership to 1203L to AltaLink	12/13/2002
U2002-865.pdf	1209L	1274771		TransAlta transfer ownership of 1209L to AltaLink	12/13/2002
U2002-892.pdf	394S	1276257		AML approval from EUB to alter and operate 394S	9/18/2002
U2002-908.pdf	3L	1274771		TransAlta transfer ownership of 3L to AltaLink	12/13/2002
U2002-910.pdf	1202L	1274771		TransAlta transfer ownership of 1202L to AltaLink	12/13/2002
U2002-911.pdf	133L	1274771		TransAlta transfer ownership of 133L to AltaLink	12/13/2002
U2002-912.pdf	150L	1274771		TransAlta transfer ownership of 150L to AltaLink	12/13/2002
U2002-913.pdf	162L	1274771		TransAlta transfer ownership of 162L to AltaLink	12/13/2002
U2002-914.pdf	170L	1274771		TransAlta transfer ownership of 170L to AltaLink	12/13/2002
U2002-915.pdf	172L	1274771		TransAlta transfer ownership of 172L to AltaLink	12/13/2002
U2002-916.pdf	225L	1274771		TransAlta transfer ownership of 225L to AltaLink	12/13/2002
U2002-919.pdf	716L	1274771		TransAlta transfer ownership of 716L to AltaLink	12/13/2002
U2002-920.pdf	718L	1274771		TransAlta transfer ownership of 718L to AltaLink	12/13/2002
U2002-922.pdf	733L	1274771		TransAlta transfer ownership of 733L to AltaLink	12/13/2002
U2002-923.pdf	754L	1274771		TransAlta transfer ownership of 754L to AltaLink	12/13/2002
U2002-926.pdf	859L	1274771		TransAlta transfer ownership of 859L to AltaLink	12/13/2002
U2002-927.pdf	863L	1274771		TransAlta transfer ownership of 863L to AltaLink	12/13/2002
U2002-928.pdf	876L	1274771		TransAlta transfer ownership of 876L to AltaLink	12/13/2002
U2002-930.pdf	902L	1274771		TransAlta transfer ownership of 902L to AltaLink	12/13/2002
U2002-931.pdf	904L	1274771		TransAlta transfer ownership of 904L to AltaLink	12/13/2002
U2002-932.pdf	907L	1274771		TransAlta transfer ownership of 907L to AltaLink	12/13/2002
U2002-933.pdf	908L	1274771		TransAlta transfer ownership of 908L to AltaLink	12/13/2002
U2002-934.pdf	909L	1274771		TransAlta transfer ownership of 909L to AltaLink	12/13/2002
U2002-935.pdf	910L	1274771		TransAlta transfer ownership of 910L to AltaLink	12/13/2002
U2002-936.pdf	911L	1274771		TransAlta transfer ownership of 911L to AltaLink	12/13/2002
U2002-937.pdf	913L	1274771		TransAlta transfer ownership of 913L to AltaLink	12/13/2002
U2002-938.pdf	914L	1274771		TransAlta transfer ownership of 914L to AltaLink	12/13/2002

U2002-939.pdf	916L	1274771		TransAlta transfer ownership of 916L to AltaLink	12/13/2002
U2002-977.pdf	856L	1279949		AML approval from EUB to construct and operate 856L	11/5/2002
U2002-978.pdf	857L	1279949		AML approval from EUB to construct and operate 857L	11/5/2002
U2002-989.pdf	706L	1274771		TransAlta transfer ownership of 706L to AltaLink	12/13/2002
U2002-990.pdf	13S	1279949		AML alter and operate 13S	11/5/2002
U2002-991.pdf	409S	1279949		AML approval from EUB to alter and operate 409S	11/5/2002
U2002-992.pdf	410S	1279949		AML approval from EUB to construct and operate 410S	11/5/2002
U2002-994.pdf	943L	1279949		AML approval from EUB to re-designate and operate 943L	11/5/2002
U2002-995.pdf	943L	1279949		AML approval from EUB to re-designate and operate 943L	11/5/2002
U2003-001.pdf	519L	1274771		TransAlta transfer ownership of 519L to AltaLink	1/17/2003
U2003-002.pdf	519AL	1287250		AML Approval from EUB to operate 519AL and 661S	1/17/2003
U2003-003.pdf	661S	1287250		AML Approval from EUB to operate 519AL and 661S	1/17/2003
U2003-034.pdf	368S	1283094		Alter and operate Burdett substation 368S	1/23/2003
U2003-035.pdf	83S	1283095		Alter and operate Taber substation 83S	1/23/2003
U2003-036.pdf	213S	1289771		Alter and operate Hughenden substation 213S	3/6/2003
U2003-051.pdf	997L	1290955		AML approval from EUB to re-designate and operate 997L	2/7/2003
U2003-064.pdf	394S	1291923		Alter and operate Empress substation 394S	3/5/2003
U2003-065.pdf	760L	1291923		Request to rescind alteration permit and licence for transmission line 760L	3/5/2003
U2003-071.pdf	37S	1295001		Alter North Calder substation 37S	3/19/2003
U2003-072.pdf	277S	1295004		Alter Hayter substation 277S	3/19/2003
U2003-080.pdf	397S	1296366		Alter Benbow substation 397S	3/25/2003
U2003-081.pdf	344S	1296370		Alter Warner substation 344S	3/20/2003
U2003-082.pdf	15S	1296372		Alter Fort MacLeod substation 15S	3/20/2003
U2003-083.pdf	72S	1296392		Alter Leismer substation 72S	6/10/2003
U2003-097.pdf	65S	1298505		Alter High River substation 65S	6/2/2003
U2003-102.pdf	994S	1298930		Alter Lac La Nonne substation 994S	4/22/2003

U2003-108.pdf	820L/770L	1274771		Alter transmission line 820L and redesignate a portion of transmission line 770L	7/8/2003
U2003-109.pdf	254S	1300102		Alter Coaldale substation 254S	7/8/2003
U2003-110.pdf	820L	1274771		Alter 138-kV transmission line 820L	7/8/2003
U2003-113.pdf	149S	1301065		Alter Nisku substation 149S	6/2/2003
U2003-119.pdf	886L	1293485		Construct and operate a 138-kV transmission line 886L	5/30/2003
U2003-120.pdf	428S	1293485		Approval to alter Namaka substation 428S	5/30/2003
U2003-121.pdf	431S	1293485		Approval to construct and operate Hussar substation 431S	5/30/2003
U2003-122 and U2003-119 - REISSUED copies.pdf					
U2003-122.pdf	733L	1293485		Alter 0.8 km of 733L transmission line	5/30/2003
U2003-129.pdf	72S	1296392		Connect Leismer 72S substation to ATCO Electric Ltd.'s transmission line 9L990	6/10/2003
U2003-130.pdf	391S	1292788		Alter Balzac substation 391S	6/19/2003
U2003-131.pdf	771L	1274771		Alter transmission line 771L in the Calgary area	6/19/2003
U2003-134.pdf	771L/391S	1293788		Discontinue operation of a portion of transmission line 771L from Balzac substation 391S to the steel towers in northeast 34-25-29W4M	6/19/2003
U2003-135.pdf	771L/162S	1292788		Connect 138-kV transmission line 771L to ENMAX Power Corporation's Beddington substation 162S	6/19/2003
U2003-174.pdf	388S	1299040		Alter and operate Riverside substation 388S in the Redwater area	7/18/2003
U2003-175.pdf	767L	1274771		Alter transmission line 767L in the Sundance area	7/23/2003
U2003-196.pdf	199L	1274771		Connect 138-kV transmission line 199L to the 138-kV transmission line 7L199 of ATCO Electric Ltd.	8/22/2003
U2003-197.pdf	515L/6L126	1274771		Connect 69-kV transmission line 515L to the 69-kV transmission line 6L126 of ATCO Electric Ltd.	8/22/2003
U2003-198.pdf	701L	1274771		Connect 138-kV transmission line 701L to the 138-kV transmission line 7L701 of ATCO Electric Ltd.	8/22/2003
U2003-199.pdf	702L	1274771		Connect 138-kV transmission line 702L to the 138-kV transmission line 7L702 of ATCO Electric Ltd.	8/22/2003

U2003-200.pdf	704L	1274771		Connect 138-kV transmission line 704L to the 138-kV transmission line 7L50 of ATCO Electric Ltd.	8/22/2003
U2003-201.pdf	749L	1274771		Connect 138-kV transmission line 749L to the 138-kV transmission line 7L749 of ATCO Electric Ltd.	8/22/2003
U2003-202.pdf	751L	1274771		Connect 138-kV transmission line 751L to the 138-kV transmission line 7L50 of ATCO Electric Ltd.	8/22/2003
U2003-203.pdf	760L	1274771		Connect 138-kV transmission line 760L to 138-kV transmission line 7L760 of ATCO Electric Ltd.	8/22/2003
U2003-204.pdf	794L	1274771		Connect 138-kV transmission line 794L to the 138-kV transmission line 7L794 of ATCO Electric Ltd.	8/22/2003
U2003-205.pdf	830L/840S	1274771		Connect 138-kV transmission line 830L to McNeil Conveter Station substation 840S of ATCO Electric Ltd.	8/22/2003
U2003-206.pdf	888AL	1274771		Connect 138-kV transmission line 888AL to the 138-kV transmission line 7L230 of ATCO Electric Ltd.	8/22/2003
U2003-207.pdf	912L	1274771		Connect 240-kV transmission line 912L to the 240-kV transmission line 9L912 of ATCO Electric Ltd.	8/22/2003
U2003-208.pdf	913L	1274771		Connect 240-kV transmission line 913L to the 240-kV transmission line 9L913 of ATCO Electric Ltd.	8/22/2003
U2003-209.pdf	933L	1274771		Connect 240-kV transmission line 933L to the 240-kV transmission line 9L933 of ATCO Electric Ltd.	8/22/2003
U2003-210.pdf	934L	1274771		Connect 240-kV transmission line 934L to the 240-kV transmission line 9L934 of ATCO Electric Ltd.	8/22/2003
U2003-211.pdf	948L	1274771		Connect 240-kV transmission line 948L to the 240-kV transmission line 9L948 of ATCO Electric Ltd.	8/22/2003
U2003-212.pdf	950L	1274771		Connect 240-kV transmission line 950L to the 240-kV transmission line 9L950 of ATCO Electric Ltd.	8/22/2003
U2003-213.pdf	904L/904LE	1274771		Connect 240-kV transmission line 904L to 240-kV transmission line 904LE of EPCOR Transmission Inc.	8/22/2003
U2003-214.pdf	1201L	1274771		Connect 500-kV transmission line 1201L to the 500-kV transmission line 5L94 of the British Columbia Hydro and Power Authority	8/22/2003

U2003-215.pdf	786L	1274771	Connect 138-kV transmission line 786L to the 138-kV transmission line of the British Columbia Hydro and Power Authority	8/22/2003
U2003-216.pdf	887L	1274771	Connect 138-kV transmission line 887L to the 138-kV transmission line 1L274 of the British Columbia Hydro and Power Authority	8/22/2003
U2003-217.pdf	207L/111S	1274771	Connect 138-kV transmission line 207L to the City of Lethbridge substation 111S	8/22/2003
U2003-218.pdf	725L/111S	1274771	Connect 138-kV transmission line 725L to the City of Lethbridge substation 111S	8/22/2003
U2003-219.pdf	725L/725L	1274771	Connect 138-kV transmission line 725L to the City of Lethbridge 138-kV transmission line 725L East	8/22/2003
U2003-221.pdf	724L	1274771	Connect 138-kV transmission line 724L to the 138-kV transmission line WAP-7L1 of DVP Purchase Corp.	8/22/2003
U2003-222.pdf	23.80L	1274771	Connect 138-kV transmission line 23.80L to #23 substation of ENMAX Power Corporation	8/22/2003
U2003-223.pdf	904L/904W	1274771	Connect 240-kV transmission line 904L to the 240-kV transmission line 904W of EPCOR Transmission Inc.	8/22/2003
U2003-224.pdf	904L/904LE	1274771	Connect 240-kV transmission line 904L to the 240-kV transmission line 904LE of EPCOR Transmission Inc.	8/22/2003
U2003-225.pdf	904L/904LW	1274771	Connect 240-kV transmission line 904L to 240-kV transmission line 904LW of EPCOR Transmission Inc.	8/22/2003
U2003-226.pdf	50L	1274771	Connect 138-kV transmission line 50L to #20 substation of ENMAX Power Corporation	8/22/2003
U2003-227.pdf	904L/904LE	1274771	Connect 240-kV transmission line 904L to the 240-kV transmission line 904LE (Petrolia) of EPCOR Transmission Inc.	8/22/2003
U2003-228.pdf	917L	1274771	Connect 240-kV transmission line 917L to 240-kV transmission line 917L of ENMAX Power Corporation	8/22/2003
U2003-229.pdf	1203L/1203L	1274771	Connect 240-kV transmission line 1203L to 240-kV transmission line 1203L of EPCOR Transmission Inc.	8/22/2003
U2003-230.pdf	1209L/1209L	1274771	Connect 240-kV transmission line 1209L to 240-kV transmission line 1209L of EPCOR Transmission Inc.	8/22/2003

U2003-231.pdf	738L/738AL	1274771		Connect 138-kV transmission line 738L to 138-kV transmission line 738AL of EPCOR Transmission Inc.	8/22/2003
U2003-232.pdf	746L/746AL	1274771		Connect 138-kV transmission line 746L to 138-kV transmission line 746AL of EPCOR Transmission Inc.	8/22/2003
U2003-233.pdf	747L/711L	1274771		Connect 138-kV transmission line 747L to 138-kV transmission line 711L of EPCOR Transmission Inc.	8/22/2003
U2003-234.pdf	761L	1274771		Connect 138-kV transmission line 761L to 138-kV transmission line 761L of EPCOR Transmission Inc.	8/22/2003
U2003-235.pdf	809L	1274771		Connect 138-kV transmission line 809L to 138-kV transmission line 809L of EPCOR Transmission Inc.	8/22/2003
U2003-236.pdf	904L/904AL	1274771		Connect 240-kV transmission line 904L to 240-kV transmission line 904AL East Industrial of EPCOR Transmission Inc.	8/22/2003
U2003-239.pdf	904L/904LW	1274771		Connect 240-kV transmission line 904L to 240-kV transmission line 904LW (Petrolia) of EPCOR Transmission Inc.	8/22/2003
U2003-240.pdf	904L/904LN	1274771		Connect 240-kV transmission line 904L to 240-kV transmission line 904LN (Lambton) of EPCOR Transmission Inc.	8/22/2003
U2003-241.pdf	904L/904LW	1274771		Connect 240-kV transmission line 904L to 240-kV transmission line 904LW (Lambton) of EPCOR Transmission Inc.	8/22/2003
U2003-242.pdf	908L	1274771		Connect 240-kV transmission line 908L to Petrolia substation of EPCOR Transmission Inc.	8/22/2003
U2003-243.pdf	909L/909LE	1274771		Connect 240-kV transmission line 909L to 240-kV transmission line 909LE (Dome) of EPCOR Transmission Inc.	8/22/2003
U2003-244.pdf	9069L/909LW	1274771		Connect 240-kV transmission line 9069L to 240-kV transmission line 909LW (Dome) of EPCOR Transmission Inc.	8/22/2003
U2003-245.pdf	915L/987S	1274771		Connect 240-kV transmission line 915L to EPCOR Transmission Inc.'s Clover Bar Generating Station substation 987S	8/22/2003

U2003-246.pdf	920L	1274771		Connect 240-kV transmission line 920L to Castle Downs substation of EPCOR Transmission Inc.	8/22/2003
U2003-247.pdf	921L/987S	1274771		Connect 240-kV transmission line 921L to EPCOR Transmission Inc.'s Clover Bar Generating Station substation 987S	8/22/2003
U2003-250.pdf	170AL/239S	1274771		Connect 138-kV transmission line 170AL to substation 239S of Strobe Light and Power	8/22/2003
U2003-252.pdf	503L/323S	1274771		Connect 69-kV transmission line 503L to substation 323S of Whitecourt Power Corporation	8/22/2003
U2003-253.pdf	166S/899L	1274771		Connect Dow Chemical substation 166S to 138-kV transmission line 899L of Air Liquide and TransAlta Cogeneration	8/22/2003
U2003-254.pdf	409S	1274771		Connect Shell Scotford substation 409S to 138-kV transmission line ALC01L of Air Liquide Canada Inc.	8/22/2003
U2003-255.pdf	409S	1274771		Connect Shell Scotford substation 409S to 138-kV transmission line ALC02L of Air Liquide Canada Inc.	8/22/2003
U2003-256.pdf	13S	1274771		Connect Deerland substation 13S to 240-kV transmission line 9L960 of ATCO Electric Ltd.	8/22/2003
U2003-257.pdf	13S	1274771		Connect Deerland substation 13S to 240-kV transmission line 9L961 of ATCO Electric Ltd.	8/22/2003
U2003-258.pdf	395S	1274771		Connect Holden substation 395S to 138-kV transmission line 7L77 of ATCO Electric Ltd.	8/22/2003
U2003-259.pdf	396S	1274771		Connect Pincher Creek substation 396S to 138-kV transmission line 7L100 of ATCO Electric Ltd.	8/22/2003
U2003-260.pdf	648S	1274771		Connect Metiskow substation 648S to 138-kV transmission line 7L224 of ATCO Electric Ltd.	8/22/2003
U2003-261.pdf	69S	1274771		Connect North Barrhead substation 69S to 138-kV transmission line 7L230 of ATCO Electric Ltd.	8/22/2003
U2003-262.pdf	77S	1274771		Connect Sgitawah substation 77S to 240-kV transmission line 9L938 of ATCO Electric Ltd.	8/22/2003
U2003-263.pdf	77S	1274771		Connect Sagitawal substation 77S to 240-kV transmission line 9L939 of ATCO Electric Ltd.	8/22/2003
U2003-264.pdf	415S	1274771		Connect Drywood substation 415S to the Drywood Power Plant of Canadian Gas and Electric Co.	8/22/2003

U2003-265.pdf	225S	1274771		Connect Magrath substation 225S to CHD-1 power plant of Canadian Hydro Developers	8/22/2003
U2003-266.pdf	370S/734L	1274771		Connect North Lethbridge substation 370S to 138-kV transmission line 734L of the City of Lethbridge	8/22/2003
U2003-267.pdf	618S/824L	1274771		Connect Riverbend substation 618S to 138-kV transmission line 824L of the City of Lethbridge	8/22/2003
U2003-268.pdf	194S	1274771		Connect South Red Deer substation 194S to #15 substation #15 of the City of Red Deer	8/22/2003
U2003-269.pdf	217S	1274771		Connect North Red Deer substation 217S to #14 substation of the City of Red Deer	8/22/2003
U2003-270.pdf	247S	1274771		Connect Piper Creek substation 247S to #17 substation of the City of Red Deer	8/22/2003
U2003-271.pdf	166S/144S	1274771		Connect Dow Chemicals substation 166S to substation 144S of Dow Chemicals	8/22/2003
U2003-272.pdf	428S	1274771		Connect Namaka substation 428S to 138-kV transmission line PCES-01L of EnCana	8/22/2003
U2003-274.pdf	391S/162.8 1L	1274771		Connect Balzac substation 391S to 138-kV transmission line 162.81L of ENMAX Power Corporation	8/22/2003
U2003-275.pdf	42S/21.80L	1274771		Connect Sarcee substation 42S to 138-kV transmission line 21.80L of ENMAX Power Corporation	8/22/2003
U2003-276.pdf	42S/28.80L	1274771		Connect Sarcee substation 42S to 138-kV transmission line 28.80L of ENMAX Power Corporation	8/22/2003
U2003-277.pdf	42S/30.81L	1274771		Connect Sarcee substation 42S to 138-kV transmission line 30.81L of ENMAX Power Corporation	8/22/2003
U2003-278.pdf	36.82L	1274771		Connect Sarcee substation to 138-kV transmission line 36.82L of ENMAX Power Corporation	8/22/2003
U2003-279.pdf	44S/36.81L	1274771		Bearspaw substation 44S to 138-kV transmission line 36.81L of ENMAX Power Corporation	8/22/2003
U2003-280.pdf	5S	1274771		Connect East Calgary substation 5S to No. 2 substation of ENMAX Power Corporation	8/22/2003

U2003-281.pdf	5S/917L	1274771		Connect East Calgary substation 5S to 240-kV transmission line 917L of ENMAX Power Corporation	8/22/2003
U2003-282.pdf	74S/24.83L	1274771		Connect Janet substation 74S to 138-kV transmission line 24.83L of ENMAX Power Corporation	8/22/2003
U2003-283.pdf	74S/37.82L	1274771		Connect Janet substation 74S to 138-kV transmission line 37.82L of ENMAX Power Corporation	8/22/2003
U2003-284.pdf	37S/930L	1274771		Connect North Calder substation 37S to 240-kV transmission line 930L of EPCOR Transmission Inc.	8/22/2003
U2003-285.pdf	535S	1274771		Connect Joffre substation 535S to the 138-kV transmission line 330-LINE-1 of Nova Chemicals Ltd.	8/22/2003
U2003-286.pdf	535S/330L	1274771		Connect Joffre substation 535S to 138-kV transmission line 330-LINE-2 of Nova Chemicals Ltd.	8/22/2003
U2003-287.pdf	15S/25-kV	1274771		Connect Fort MacLeod substation 15S to 25-kV transmission line FM100L of the Town of Fort Macleod	8/22/2003
U2003-288.pdf	525S/782L	1274771		Connect Caresland substation 525S to 138-kV transmission line 782L of TransCanada Energy	8/22/2003
U2003-289.pdf	388S/739S	1274771		Connect Riverside substation 388S to Opal substation 739S of TransCanada Energy	8/22/2003
U2003-292.pdf	19S	1274771		Connect 240/138-kV Wababmun substation 19S to 240/138-kV substation Wabamun 19S of TransAlta Utilities Corporation	8/22/2003
U2003-293.pdf	20S	1274771		Connect 240/138-kV Ghost substation 20S to 240/138-kV Ghost substation 20S of TransAlta Utilities Corporation	8/22/2003
U2003-294.pdf	245S	1274771		Connect Seebe substation 245S to Seebe substation 245S of TransAlta Utilities Corporation	8/22/2003
U2003-295.pdf	250P	1274771		Connect Bighorn substation 250P to Bighorn substation 2520P of TransAlta Utilities Corporation	8/22/2003
U2003-296.pdf	294S	1274771		Connect brazeau Outlet substation 294S to Brazeau Outlet substation 294S of TransAlta Utilities Corporation	8/22/2003
U2003-297.pdf	29S	1274771		Connect Cascade 29S substation to Cascade substation 29S of TransAlta Utilities Corporation	8/22/2003

U2003-298.pdf	2S/2S	1274771		Connect Kananaskis substation 2S to Kananaskis substation 2S of TransAlta Utilities Corporation	8/22/2003
U2003-299.pdf	310P	1274771		Connect 69/138/240-kV Sundance substation 310P to 69/138/240-kV Sundance substation 310P of TransAlta Utilities Corporation	8/22/2003
U2003-300.pdf	320P	1274771		Connect 138/240-kV Keephills substation 320P to 138/240-kV Keephills substation 320P of TransAlta Utilities Corporation	8/22/2003
U2003-301.pdf	32S	1274771		Connect Barrier substation 32S to Barrier substation 32S of TransAlta Utilities Corporation	8/22/2003
U2003-302.pdf	33S	1274771		Connect Spray substation 33S to Spray substation 33S of TransAlta Utilities Corporation	8/22/2003
U2003-303.pdf	35S	1274771		Connect substation 138/13.8-kV Rundle 35S to 138/13.8-kV Rundle substation 35S of TransAlta Utilities Corporation	8/22/2003
U2003-304.pdf	44S	1274771		Connect 138/13.8-kV Bearspaw substation 44S to 138/13.8-kV Bearspaw substation 44S of TransAlta Utilities Corporation	8/22/2003
U2003-305.pdf	48S	1274771		Connect Pocaterra 138/13.8-kV 48S substation to 138/13.8-kV Pocaterra substation 48S of TransAlta Utilities Corporation	8/22/2003
U2003-306.pdf	54AL/29S	1274771		Connect 138-kV transmission line 54AL to Cascade substation 29S of TransAlta Utilities Corporation	8/22/2003
U2003-307.pdf	62S	1274771		Connect Brazeau substation 62S to Brazeau substation 62S of TransAlta Utilities Corporation	8/22/2003
U2003-308.pdf	514BL/322S	1274771		Connect 69-kV transmission line 514BL to Cowley Ridge substation 322S of Canadian Hydro Developers Inc.	8/22/2003
U2003-310.pdf	41S/41S	1274771		Connect Medicine Hat substation 41S to Medicine Hat substation 41S of the City of Medicine Hat	8/22/2003
U2003-321.pdf	133L/133L	1274771		Connect 69-kV transmission line 133L to 69-kV transmission line 133L of TransAlta Utilities Corporation	8/22/2003

U2003-322.pdf	162L/162L	1274771		Connect 69-kV transmission line 162L to 69-kV transmission line 162L of TransAlta Utilities Corporation	8/22/2003
U2003-323.pdf	172L/172L	1274771		Connect 138-kV transmission line 172L to 138-kV transmission line 172L of TransAlta Utilities Corporation	8/22/2003
U2003-324.pdf	225L	1274771		Connect 69-kV transmission line 225L to 69-kV transmission line 225L	8/22/2003
U2003-325.pdf	716L/716L	1274771		Connect 138-kV transmission line 716L to 138-kV transmission line 716L of TransAlta Utilities Corporation	8/22/2003
U2003-326.pdf	718L/718L	1274771		Connect 138-kV transmission line 718L to 138-kV transmission line 718L of TransAlta Utilities Corporation	8/22/2003
U2003-328.pdf	739L/739L	1274771		Connect 138-kV transmission line 739L to 138-kV transmission line 739L of TransAlta Utilities Corporation	8/22/2003
U2003-329.pdf	754L	1274771		Connect 138-kV transmission line 754L to 138-kV transmission line 754L of TransAlta Utilities Corporation	8/22/2003
U2003-332.pdf	889L/859L	1274771		Connect 138-kV transmission line 889L to 138-kV transmission line 859L of TransAlta Utilities Corporation	8/22/2003
U2003-333.pdf	863L/863L	1274771		Connect 138-kV transmission line 863L to transmission line 863L of TransAlta Utilities Corporation	8/22/2003
U2003-334.pdf	876L	1274771		Connect 138-kV transmission line 876L to 138-kV transmission line 876L of TransAlta Utilities Corporation	8/22/2003
U2003-336.pdf	904L/904L	1274771		Connect 240-kV transmission line 904L to 240-kV transmission line 904L of TransAlta Utilities Corporation	8/22/2003

U2003-337.pdf	907L/907L	1274771		Connect 240-kV transmission line 907L to 240-kV transmission line 907L of TransAlta Utilities Corporation	8/22/2003
U2003-338.pdf	911L	1274771		Connect 138-kV transmission line 911L to 138-kV transmission line 911L of TransAlta Utilities Corporation	8/22/2003
U2003-339.pdf	916L	1274771		Connect 138-kV transmission line 916L to 138-kV transmission line 916L of TransAlta Utilities Corporation	8/22/2003
U2003-340.pdf	1202L/1202L	1274771		Connect 240-kV transmission line 1202L to 240-kV transmission line 1202L of TransAlta Utilities Corporation	8/22/2003
U2003-343.pdf	150L	1274771		Connect 138-kV transmission line 150L to 138-kV transmission line 150L of TransAlta Utilities Corporation	8/22/2003
U2003-344.pdf	170L/170L	1274771		Connect 138-kV transmission line 170L to 138-kV transmission line 170L of TransAlta Utilities Corporation	8/22/2003
U2003-345.pdf	725L/725L	1274771		Connect 138-kV transmission line 725L to 138-kV transmission line 725L of TransAlta Utilities Corporation	8/22/2003
U2003-346.pdf	908L/908L	1274771		Connect 240-kV transmission line 908L to 240-kV transmission line 908L of TransAlta Utilities Corporation	8/22/2003
U2003-347.pdf	909L	1274771		Connect 240-kV transmission line 909L to 240-kV transmission line 909L of TransAlta Utilities Corporation	8/22/2003
U2003-348.pdf	910L	1274771		Connect 240-kV transmission line 910L to the 240-kV transmission line 910L of TransAlta Utilities Corporation	8/22/2003
U2003-349.pdf	913L	1274771		Connect 240-kV transmission line 913L to 240-kV transmission line 913L of TransAlta Utilities Corporation	8/22/2003

U2003-350.pdf	914L	1274771	Connect 240-kV transmission line 914L to 240-kV transmission line 914L of TransAlta Utilities Corporation	8/22/2003
U2003-354.pdf		1312648	Alter substation in the St. Albert area	11/3/2003
U2003-398.pdf	895S	1313833	Alter Suffield substation 895S	11/3/2003
U2003-441.pdf	353S	1322854	Alter and operate Plamondon substation 353S	12/15/2003
U2004-025.pdf	198S	1329788	Alter and operate the Blackfalds substation 198S	2/4/2004
U2004-036.pdf	123L	1326046	Approval to alter and operate the transmission line 123L in Wabamun-Onoway area	2/11/2004
U2004-051.pdf	434S	1333546	Application for approval to alter and operate Stony Plain substation 434S	3/3/2004
U2004-052.pdf	305S	1333549	Application for approval to alter and operate Acheson substation 305S	3/3/2004
U2004-053.pdf	364S	1333551	Application for approval to alter and operate Whitecourt substation 364S	3/3/2004
U2004-055.pdf	14S	1274771	Altalink application for approval to operate Devon substation 14S	2/27/2004
U2004-063.pdf	746S	1337572	Application for approval to alter and operate Sherwood Park 746S substation	3/17/2004
U2004-080.pdf	207S	1312269	Application to construct and operate a substation designated as Pinedale substation 207S	3/26/2004
U2004-081.pdf	744L	1312269	Application for permit to alter and a licence to operate 138-kV transmission line 744L	3/26/2004
U2004-082.pdf	744L/85S/207S/890L	1312269	Application for permit to alter and licence to operate 138-kV transmission line 744L be designating the portion of transmission line between Edson 85S and Pinedale 207S as 890L	3/26/2004
U2004-150.pdf	906S	1346687	Application to alter and operate Ross Creek substation 906S	5/21/2004
U2004-173.pdf	891L	1344484	Application for approval to construct a 138-kV transmission line to be designated as 891L	6/10/2004
U2004-174.pdf	863L/891L	1344484	Application for approval to alter transmission line designated as 863L to accommodate the connection of a new transmission line to be designated as 891L	6/10/2004

U2004-181.pdf	121S	1344829		Application for approval to alter and operate Brooks substation 121S	6/11/2004
U2004-183.pdf	788L/789L	1348414		Application for permit to alter and a licence to operate transmission line 788L and redesignate a portion of it as 789L	9/10/2004
U2004-186.pdf	788L	1348414		Application for a permit to alter and licence to operate transmission line 788L	9/10/2004
U2004-189.pdf	893AL	1343691		Application on behalf of AltaLink Management Ltd. for approval to construct and operate a 138-kV transmission line to be designated as 893AL	6/22/2004
U2004-199.pdf	788L/898S	1348414		Application for an order to connect transmission line 788L to ATCO Electric Ltd's Heart Lake substation 898S	9/10/2004
U2004-200.pdf	789L/898S	1348414		Application for an order to connect transmission line 789L to ATCO Electric Ltd's Heart Lake substation 898S	9/10/2004
U2004-233.pdf	254S	1300102		Application for an extension of time by which 138/25 kV Coaldale 254S substation shall be completed	7/21/2004
U2004-234.pdf	820L	1300102		Application for an extension of time by which 138 kV Transmission Line 820L shall be completed	7/21/2004
U2004-235.pdf	770L/370S/ 254S	1300102		Application for an extension of time by which the 138 kV Transmission Line 770L from North Lethbridge 370S substation to Coaldale 254S substation in the Lethbridge/Coaldale area shall be completed	7/21/2004
U2004-237.pdf	432S	1352337		Application for approval to construct and operate a substation designated as Carvel 432S substation	7/29/2004
U2004-238.pdf	739L/19S/4 34S	1300102		Application for an extension of time by which 138 kV Transmission Line 739L from Wabamun 19S substation to Stony Plain 434S substation in the Wabamun area, west of the City of Edmonton, shall be completed	7/29/2004

U2004-239.pdf	739L/896L	1352337		Application for a permit to alter transmission line 739L and re-designate a portion of it as transmission line 896L, and licence to operate the transmission line	7/29/2004
U2004-265.pdf					
U2004-271.pdf					
U2004-272.pdf					
U2004-297.pdf					
U2004-298.pdf					
U2004-299.pdf					
U2004-320.pdf					
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U2004-322.pdf					
U2004-325.pdf					
U2004-336.pdf					
U2004-407.pdf					
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U2004-447.pdf					
U2004-448.pdf					
U2004-449.pdf					
U2004-450.pdf					
U2004-451.pdf					
U2004-463.pdf					
U2004-464.pdf					
U2004-465.pdf					
U2004-466.pdf					
U2004-474.pdf					
U2005-014.pdf	54S	1356799		approval to alter and operate the Fort Saskatchewan substation 54S	1/21/2005

U2005-015.pdf	891L/225S/ 226S	1380113		approval to permanently operate 138-kV transmission line 891L from Magrath substation 225S to Garden City substation 226S in the Magrath area	1/26/2005
U2005-016.pdf	891L	1380113		"approval to permanently connect the Suncor Energy Products Inc. Garden City	1/26/2005
U2005-017.pdf	404S	1366575		approval to construct and operate a substation designated as Peace Butte Substation 404S in the Peace Butte area	1/21/2005
U2005-018.pdf	523S	1366575		approval to alter and operate the 138-kV Bullshead substation 523S in the Medicine Hat area	1/21/2005
U2005-019.pdf	600L/523S/ 404S	1366575		approval to construct and operate 138-kV transmission line 600L from Bullshead substation 523S to Peace Butte substation 404S in the Medicine Hat – Peace Butte area	1/21/2005
U2005-020.pdf	15S/523S/ 72L	1366575		alter and operate the Transmission Line with that portion of the Transmission Line from Fort MacLeod substation 15S to Bullshead substation 523S continued to be designated as 172L	1/21/2005
U2005-021.pdf	172L/523S/ 41S/880L	1366575		approval to alter, re-designate and operate that portion of 172L from Bullshead substation 523S to Medicine Hat substation 41S as transmission line 880L in the Medicine Hat area	1/21/2005
U2005-033.pdf	348S	1377375		approval to construct and operate a substation designated as Marlboro 348S	2/2/2005
U2005-034.pdf	854AL	1377375		approval to construct and operate a 138 kV transmission line designated as 854AL	2/2/2005
U2005-052.pdf	762AL	1383858		Construct and Operate 762AL	3/21/2005
U2005-053.pdf	101S	1383858		Connect Cheviot Substation 101S	3/21/2005
U2005-057.pdf	74S	1377612		Alter Janet substation 74S	2/18/2005
U2005-059.pdf	80AL	1330839		Operate 138-kV transmission Line 80AL	6/2/2005
U2005-060.pdf	84L	1330839		Operate 138-kV transmission Line 84L	6/2/2006
U2005-061.pdf	85L	1330839		Operate 138-kV transmission Line 85L	6/2/2005
U2005-063.pdf	124AL	1330839		Operate 138-kV transmission Line 124AL	6/2/2005
U2005-064.pdf	124BL	1330839		Operate 138-kV transmission Line 124BL	6/2/2005

U2005-065.pdf	501CL	1330839		Operate 69-kV transmission Line 501CL	6/3/2005
U2005-066.pdf	512L	1330839		Operate 69-kV transmission Line 512L	6/3/2005
U2005-067.pdf	519L	1330839		Operate 69-kV transmission Line 519L	6/3/2005
U2005-071.pdf	526BL	1330839		Operate 69-kV transmission Line 526BL	6/3/2005
U2005-072.pdf	702AL	1330839		Operate 138-kV transmission Line 702AL	6/3/2005
U2005-075.pdf	703AL	1330839		Operate 138-kV transmission Line 703AL	6/3/2005
U2005-076.pdf	709L	1330839		Operate 138-kV transmission Line 709L	6/3/2005
U2005-077.pdf	729AL	1330839		Operate 138-kV transmission Line 729AL	6/3/2005
U2005-078.pdf	745A1L	1330839		Operate 138-kV transmission Line 745A1L	6/3/2005
U2005-079.pdf	745AL	1330839		Operate 138-kV transmission Line 745AL	6/3/2005
U2005-080.pdf	746BL	1330839		Operate 138-kV transmission Line 746BL	6/3/2005
U2005-091.pdf	650S	1355553		Construct Hansman Lake substation 650S in the Metiskow area	5/18/2005
U2005-092.pdf	648S	1355553		Alter Metiskow substation 648S in the Metiskow area	5/18/2005
U2005-093.pdf	953L	1355553		Construct 240-kV transmission line 953L in the Cordel-Metiskow area	5/18/2005
U2005-094.pdf	885L	1355553		Construct 138-kV transmission line 885L in the Metiskow area	5/18/2005
U2005-095.pdf	945L	1355553		Construct 240-kV transmission line 945L in the Metiskow area	5/18/2005
U2005-096.pdf	715L	1355553		Alteration of 138-kV transmission line 715L in the Metiskow-Provost area	5/18/2005
U2005-097.pdf	948L	1355553		Alteration of 240-kV transmission line 948L in the Cordel-Metiskow area	5/18/2005
U2005-103.pdf	792L/898L	1382183		Alter and Operate part of 792L as 898L	3/9/2005
U2005-104.pdf	792L	1382183		Alter and Operate 792L	3/9/2005
U2005-105.pdf	92S	1382183		Viscount Substation – 92S	3/9/2005
U2005-123.pdf	893AL	1343691		Extension of Transmission Line Licence	3/18/2005
U2005-124.pdf		1343691		Temporary Connection Order	3/18/2005
U2005-127.pdf	895S	1313833		Stipulation to extend completion of 895S	4/6/2005
U2005-154.pdf	337S	1393900		Transformer Addition – Substation 337S	4/28/2005
U2005-171.pdf		1393985		Alter and Operate Transmission Line 170L	6/8/2005

U2005-172.pdf	383S/170BL	1393985		Connect Kettles Hill substation 383S to the AIES via 170BL	6/8/2005
U2005-173.pdf	170BL	1393985		Construct/Operate Transmission Line 170BL	6/8/2005
U2005-174.pdf	76L	1392831		Underground conversion of a 4.5 km portion of 138-kV transmission line 76L in the Canmore area	5/10/2005
U2005-175.pdf	113L	1392831		Underground conversion of a 4.5 km portion of 138-kV transmission line 113L in the Canmore area	5/10/2010
U2005-182.pdf	37S	1399205		North Calder Substation 37S	5/13/2005
U2005-183.pdf	948L	1355553		Connection between 948L and ATCO Electric Ltd.'s 9L948 in the Battle River area	5/18/2005
U2005-191.pdf	767BL	1330839		Operate 138-kV transmission Line 767BL	8/10/2005
U2005-192.pdf	769L	1330839		Operate 138-kV transmission Line 769L	8/10/2005
U2005-193.pdf	776L	1330839		Operate 138-kV transmission Line 776L	8/10/2005
U2005-194.pdf	787AL	1330839		Operate 138-kV transmission Line 787AL	8/10/2005
U2005-195.pdf	807L	1330839		Operate 138-kV transmission Line 807L	8/10/2005
U2005-196.pdf	810L	1330839		Operate 138-kV transmission Line 810L	8/10/2005
U2005-197.pdf	812AL	1330839		Operate 138-kV transmission Line 812AL	8/10/2005
U2005-198.pdf	815L	1330839		Operate 138-kV transmission Line 815L	8/10/2005
U2005-199.pdf	816L	1330839		Operate 138-kV transmission Line 816L	8/10/2005
U2005-200.pdf	817L	1330839		Operate 138-kV transmission Line 817L	8/10/2005
U2005-201.pdf	819L	1330839		Operate 138-kV transmission Line 819L	8/10/2005
U2005-202.pdf	822AL	1330839		Operate 138-kV transmission Line 822AL	8/10/2005
U2005-203.pdf	850AL	1330839		Operate 138-kV transmission Line 850AL	8/10/2005
U2005-204.pdf	870L	1330839		Operate 138-kV transmission Line 870L	8/10/2005
U2005-205.pdf	951L	1330839		Operate 240-kV transmission Line 951L	8/10/2005
U2005-212.pdf	33S	1330839		Operate a portion of Spray Plant substation 33S	6/2/2005
U2005-213.pdf	35S	1330839		Operate a portion of Rundle Plant substation 35S	6/2/2005
U2005-214.pdf	868S	1330839		Operate Keephills Make-up substation 868S	6/2/2005
U2005-215.pdf	958S	1330839		Operate West Lacombe substation 958S	6/2/2005
U2005-220.pdf	701S	1399657		Blue Ridge 701S Transformer Replacement	7/7/2005
U2005-224.pdf	100L	1398897		Alter and Operate Transmission Line 100L	10/21/2005
U2005-225.pdf	892L	1398897		Operate Transmission Line 892L	10/21/2005
U2005-226.pdf	895S	1398897		Suffield substation 895S	10/21/2005
U2005-227.pdf		1402110		Salvage Transmission Line D713L	7/6/2005

U2005-241.pdf		1343691		Temporary Connection Order	6/13/2005
U2005-242.pdf		1343691		Extension of Transmission Line Licence	6/13/2005
U2005-244.pdf	163S	1404857		Stipulation to Extend Completion of Alteration at Substation 163S	6/17/2005
U2005-280.pdf	880L	1366575		Time extension in which to Alter 138-kV transmission line 880L	7/14/2005
U2005-322.pdf		1383858		Stipulation - extend connection order	8/10/2005
U2005-324.pdf	521L	1330839		Operate 69-kV transmission Line 521L	8/17/2005
U2005-325.pdf	521AL	1330839		Operate 69-kV transmission Line 521AL	8/17/2005
U2005-326.pdf	522AL	1330839		Operate 69-kV transmission Line 522AL	8/18/2005
U2005-327.pdf	551BL	1330839		Operate 69-kV transmission Line 551BL	8/17/2005
U2005-328.pdf	551CL	1330839		Operate 69-kV transmission Line 551CL	8/17/2005
U2005-329.pdf	551EL	1330839		Operate 69-kV transmission Line 551EL	8/17/2005
U2005-330.pdf	551GL	1330839		Operate 69-kV transmission Line 551GL	8/17/2005
U2005-331.pdf	551IL	1330839		Operate 69-kV transmission Line 551IL	8/17/2005
U2005-332.pdf	551JL	1330839		Operate 69-kV transmission Line 551JL	8/18/2005
U2005-333.pdf	551KL	1330839		Operate 69-kV transmission Line 551KL	8/18/2005
U2005-343.pdf	74S	1413414		Janet substation 74S	9/2/2005
U2005-344.pdf	5S	1415436		East Calgary substation 5S	9/2/2005
U2005-345.pdf	906L	1412300		Relocate two structures of 240-kV transmission line 906L	9/6/2005
U2005-346.pdf	928L	1412300		Relocate two structures of 240-kV transmission line 928L	9/6/2005
U2005-348.pdf	3L	1330839		Operate 138-kV transmission Line 3L	9/19/2005
U2005-349.pdf	56L	1330839		Operate 138-kV transmission Line 56L	9/19/2005
U2005-350.pdf	58L	1330839		Operate 138-kV transmission Line 58L	9/19/2005
U2005-351.pdf	87L	1330839		Operate 138-kV transmission Line 87L	9/19/2005
U2005-352.pdf	501BL	1330839		Operate 69-kV transmission Line 501BL	9/19/2005
U2005-353.pdf	706L	1330839		Operate 69-kV transmission Line 706L	9/19/2005
U2005-354.pdf	751L	1330839		Operate 69-kV transmission Line 751L	9/19/2005
U2005-355.pdf	760L	1330839		Operate 138-kV transmission Line 760L Medicine Hat- Empress Area	9/23/2005
U2005-357.pdf	489S	1330839		Operate substation Petro Canada Brazeau River substation 489S	9/19/2005

U2005-358.pdf	505L	1330839	Operate 69-kV transmission Line 505L in the Wabamun area	9/23/2005
U2005-359.pdf	514AL	1330839	Operate 69-kV transmission Line 514AL in the Pincher Creek area	9/23/2005
U2005-366.pdf		1343691	Temporary Connection Order	9/23/2005
U2005-367.pdf		1343691	Extension of Transmission Line Licence	9/23/2005
U2005-373.pdf	42S	1418585	Sarcee Substation 42S	10/20/2005
U2005-383.pdf	170L	1393985	Stipulation for time extension in which to complete alteration of 138-kV transmission line 170L	10/27/2005
U2005-384.pdf	170BL	1393985	Stipulation for time extension in which to complete construction of 138-kV transmission line 170BL	10/27/2005
U2005-399.pdf	854AL	1425400	Stipulation for 138-kV transmission line 854AL	11/17/2005
U2005-400.pdf	348S	1425400	Stipulation for Marlboro substation 348S	11/17/2005
U2005-407.pdf	396S	1426925	Pincher Creek 396S – Voltage Regulator Replacement	11/23/2005
U2005-411.pdf	957L	1418326	Construct Transmission Line 957L	12/9/2005
U2005-412.pdf	72S	1418326	Alter Leismer substation 72S	12/9/2005
U2005-413.pdf	723S	1418326	Construct Christina Lake substation 723S	12/9/2005
U2005-417.pdf	971L	1418924	Transmission Line 971L	12/8/2005
U2005-419.pdf				
U2005-422.pdf	435S	1404684	Construct Bassano substation 435S	12/1/2005
U2005-423.pdf	853AL	1404684	Construct 138-kV transmission line 853AL	12/1/2005
U2005-424.pdf	853L	1404684	Alter 138-kV transmission line 853L	12/1/2005
U2005-429.pdf	28S	1398897	Alter West Brooks substation 28S	12/1/2005
U2005-430.pdf	51S	1404684	Alter Wainwright substation 51S	12/1/2005
U2005-431.pdf	151S	1404684	Alter Strathmore substation 151S	12/1/2005
U2005-432.pdf	339S	1404684	Alter Duchess substation 339S	12/1/2005
U2005-433.pdf	428S	1404684	Alter Namaka substation 428S	12/1/2005
U2005-446.pdf				
U2005-453.pdf	880L	1366575	Time extension in which to Alter 138-kV transmission line 880L	12/14/2005
U2005-474.pdf	383S/170BL	1436679	Time extension - Connection Order Kettles Hill substation 383S to the AIES via 170BL	12/22/2005
U2005-476.pdf	113L	1436686	Construct 138-kV transmission line 113L	12/23/2005

U2005-477.pdf	76L	1436686		Construct 138-kV transmission line 76L	12/23/2005
U2006-007.pdf	906S	1346687		Install a second transformer at Ross Creek Substation 906S	1/17/2006
U2006-021.pdf	762AL/101S	1441619		AltaLink Management Ltd's 138-kV 762AL and Elk Valley Coal's Cheviot substation 101S in the Hinton area	1/30/2006
U2006-023.pdf	225S	1440199		Magrath substation 225S	2/6/2006
U2006-035.pdf	163S	1445990		Stipulation for Empress substation 163S	2/17/2006
U2006-036.pdf	92S	1382183		Install a third 25-kV breaker at Viscount Substation 92S	2/16/2006
U2006-043.pdf		1436930		Revision to 2006 revenue requirement pursuant to Decision 2005-19 and Board Order U2005-410 regarding 2006 ROE	2/16/2006
U2006-049(U2006-050).pdf	905L	1330839		Operate 240-kV transmission Line 901AL	3/7/2006
U2006-049.pdf	901AL	1330839		Operate 240-kV transmission Line 905L	3/8/2006
U2006-050.pdf	905L	1330839		Licence for the operation of transmission line 905L	3/8/2006
U2006-063.pdf	725L	1433651		Alter 138-kV transmission line 725L	3/21/2006
U2006-064.pdf	603L/243S	1433651		Transmission line 603L to Soderghen substation 243S	3/21/2006
U2006-065.pdf	415S	1440205		Alter Drywood substation 415S	3/29/2006
U2006-068.pdf	155S	1450509		New substation Blackmud 155S	6/1/2006
U2006-069.pdf	739L	1450509		Alteration of Transmission Line 739L	6/1/2006
U2006-070.pdf	739L	1450509		Alteration of transmission line 739L	6/1/2006
U2006-073.pdf	820L	1445729		Transmission Line 820L	8/30/2006
U2006-074.pdf	67S	1445729		Stirling substation 67S	8/30/2006
U2006-075.pdf	403S	1445729		Tempest substation 403S	8/30/2006
U2006-076.pdf	66L	1445729		Transmission line 66L	8/30/2006
U2006-077.pdf	813L	1445729		Transmission line 813L	8/30/2006
U2006-088.pdf	234S	1454812		Alter Fort Assiniboine substation 234S	4/12/2006
U2006-093.pdf	723S	1451821		Alter Christina Lake substation 723S	7/4/2006
U2006-097.pdf	777L	1330839	97	Operate 138-kV transmission Line 777L	10/30/2006
U2006-098.pdf	779L	1330839		Operate 138-kV transmission Line 779L	6/26/2006
U2006-099.pdf	786L	1330839		Operate 138-kV transmission Line 786L	6/26/2006
U2006-100.pdf	832L	1330839		Operate 138-kV transmission Line 832L	6/26/2006

U2006-101.pdf	833L	1330839		Operate 138-kV transmission Line 833L	6/26/2006
U2006-111.pdf	89S	1454801		Ellerslie substation 89S	6/28/2006
U2006-112.pdf	320P	1454801		Keephills substation 320P	6/28/2006
U2006-113.pdf	1209L	1454801		Transmission line 1209L	6/28/2006
U2006-114.pdf	1203L	1454801		Transmission line 1203L	6/28/2006
U2006-125.pdf	928L	1461458		Alteration of Transmission Line 928L	6/16/2006
U2006-141.pdf	172L	1461276		Alteration of transmission line 172L	8/18/2006
U2006-142.pdf	172EL	1461276		Construct 138-kV transmission line 172EL	8/18/2006
U2006-143.pdf	172EL/139S	1461276		Temporary connection order transmission line 172EL to Suncor Hillridge substation 139S	8/18/2006
U2006-144.pdf	525S	1457762		Alter Carseland substation 525S	7/1/2006
U2006-158.pdf	275S	1462659		Jenner substation 275S	6/26/2006
U2006-159.pdf		1461239		Application seeking certain orders in respect of proposed Debt Issuance by AltaLink.	6/16/2006
U2006-160.pdf		1461242		Application seeking certain orders in respect of a proposed Capital Contribution sought by AltaLink.	6/16/2006
U2006-166.pdf	305S	1464170		Acheson substation 305S	6/26/2006
U2006-174.pdf	767L	1466297		Alter 138-kV transmission line 767L in the Highvale Mine area	6/22/2006
U2006-175.pdf	55S	1464076		Alter Olds substation 55S	6/27/2006
U2006-176.pdf	40S	1465541		Wetaskwin substation 40S	6/26/2006
U2006-194.pdf	535S	1461620		Alter Joffre substation 535S	7/18/2006
U2006-197.pdf	118S	1465862		Alter Canmore substation 118S	7/18/2006
U2006-198.pdf	396S	1464900		Alter Pincher Creek substation 396S	7/24/2006
U2006-200.pdf					
U2006-206.pdf	754L	1473092		Alter 138-kV transmission line 754L	8/3/2006
U2006-210.pdf	254S	1471100		Alteration of Coaldale substation 254S	9/18/2006
U2006-214.pdf	1203L	1454801		Transmission Inc. 1203L connection order	10/11/2006
U2006-215.pdf	1209L	1454801		Transmission Inc. 1209L Connection Order	10/11/2006
U2006-219.pdf	89S	1454801		Ellerslie substation 89S	10/11/2006
U2006-221.pdf	106S	1474094		Paddle River substation 106S	9/6/2006
U2006-222.pdf	744AL	1474094		Transmission line 744AL	9/6/2006
U2006-227.pdf	428S	1468366		Install a new 138/25-kV transformememr at Namaka substation 428S	9/5/2006

U2006-232.pdf	739AL	1472220		Construction of transmission line 739AL	9/26/2006
U2006-233.pdf	105SA/739AL	1472220		Connect Bilby 105SA substation to transmission line 739AL	9/26/2006
U2006-237.pdf	739L	1472220		Alteration of transmission line 739L	9/26/2006
U2006-238.pdf	214S	1475438		Alter Innisfail substation 214S	9/18/2006
U2006-239.pdf	172EL	1478757		Alter route of transmission line 172EL	10/4/2006
U2006-245.pdf	134S	1465406		Interconnect Enmax Taber wind power substation 134S	10/10/2006
U2006-246.pdf	134S	1465406		Interconnect Enmax Taber wind power substation 134S	10/10/2006
U2006-247.pdf	134S	1465406		Interconnect Enmax Taber wind power substation 134S	10/10/2006
U2006-248.pdf	134S	1465406		Interconnect Enmax Taber wind power substation 134S	10/10/2006
U2006-249.pdf	134S	1465406		Interconnect Enmax Taber wind power substation 134S	10/10/2006
U2006-250.pdf	336S	1465406		Alter Fincastle substation 336S	10/10/2006
U2006-251.pdf	134S/607AL	1465406		Interconnect Enmax Taber wind power substation 134S to AltaLink line 607AL	10/10/2006
U2006-252.pdf	104S	1474366		Construct Watson Creek substation 104S	10/24/2006
U2006-253.pdf		1456797		Altalink 2007-2008 General Tariff Application	10/3/2006
U2006-254.pdf	943L	1330839		Operate 240-kV transmission line 943L	10/30/2006
U2006-258.pdf	602S	1474366		Alter Cold Creek substation 602S	10/24/2006
U2006-259.pdf	615L	1474366		Construct 138-kV transmission line 615L in the Hinton area	10/24/2006
U2006-263.pdf					
U2006-264.pdf					
U2006-274.pdf	134S	1465406		Interconnect Enmax Taber wind power substation 134S	10/20/2006
U2006-280.pdf	602S	1474366		Alter Cold Creek substation 602S	11/14/2006
U2006-286.pdf	603L/243S	1484799		Transmission line 603L to Soderglen substation 243S	11/20/2006
U2006-302.pdf	383S/170BL	1487993		Time extension- connection order Kettles Hill substation 383S to the AIES via 170BL	12/11/2006

U2006-61.pdf	905L	1330839		Operate 240-kV transmission Line 905L Replacing previously mis-numbered Licence	3/9/2006
U2006-62.pdf	603L	1433651		Construct 138-kV transmission line 603L	3/21/2006
U2007-007.pdf	214S	1495725		Innisfail substation 214S	1/16/2007
U2007-013.pdf	387S	1494916		Salvage of Shepard substation 387S	1/30/2007
U2007-014.pdf	850L	1494916		Alteration of 138-kV transmission line 850L	1/30/2007
U2007-034.pdf	17S	1493298		Alter Benalto substation 17S	2/12/2007
U2007-035.pdf	55S	1495512		Alter Olds substation 55S	2/13/2007
U2007-041.pdf	820AL	1500052		Transmission line 820AL	2/16/2007
U2007-043.pdf	108S	1486706		Amelia substation 108S	6/19/2007
U2007-044.pdf	943AL	1486706		Transmission line 943AL	6/19/2007
U2007-045.pdf	943L	1486706		Alteration of transmission line 943L	6/19/2007
U2007-051.pdf	820L	1500052		Connection of transmission line 820L	2/16/2007
U2007-059.pdf	186S	1489150		Dry Creek substation 186S	3/16/2007
U2007-060.pdf	199S	1489150		East Airdrie substation 199S	3/16/2007
U2007-062.pdf	611L	1489150		Transmission line 611L	3/16/2007
U2007-064.pdf	631L	1489150		Transmission line 631L	3/16/2007
U2007-081.pdf	155S	1479082		Alter Blackmud substation 155S	4/2/2007
U2007-082.pdf	28S	1507387		West Brooks substation 28S	4/2/2007
U2007-083.pdf	51S	1507387		Wainwright substation 51S	4/2/2007
U2007-088.pdf	895S	1507835		Alter Suffield Substation 895S	4/4/2007
U2007-128.pdf		1509542		Alter Bretville substation	6/4/2007
U2007-137.pdf	149S	1510760		Nisku substation 149S	5/17/2007
U2007-138.pdf	172L	1511107		Transmission line 172L	6/12/2007
U2007-139.pdf	879L	1511107		Transmission line 879L	6/12/2007
U2007-159.pdf					
U2007-160.pdf					
U2007-161.pdf	127S	1510762		Alter Bruderheim substation 127S	7/4/2007
U2007-172.pdf	476S	1515044		Gregg River substation 476S	7/11/2007
U2007-173.pdf	762L	1515044		Transmission line 762L	7/11/2007
U2007-179.pdf	235S	1515038		Alter Entwistle substation 235S	7/16/2007
U2007-194.pdf	762L	1515044		Transmission line 762L	8/8/2007
U2007-195.pdf	517L	1513077		Salvage transmission line 517L	8/8/2007
U2007-196.pdf	603L/243S	1519978		Transmission line 603L to Soderglen substation 243S	8/3/2007

U2007-204.pdf	172EL/139S	1520684		Transmission line 172EL to Hillridge substation 139S	8/7/2007
U2007-205.pdf					
U2007-213.pdf	214S	1521939		Innisfail substation 214S	8/20/2007
U2007-262.pdf	104S	1525876		Construct Watson Creek substation 104S	10/2/2007
U2007-263.pdf	602S	1525876		Alter Cold Creek substation 602S	10/2/2007
U2007-264.pdf	615L	1525876		Construct 138-kV transmission line 615L in the Hinton area	10/2/2007
U2007-274.pdf	63S	1527319		Alteration of Red Deer substation 63S	10/2/2007
U2007-275.pdf	934S	1527562		Alteration of Empress 934S	11/9/2007
U2007-286.pdf	305S	1527318		Acheson substation 305S	11/22/2007
U2007-338.pdf	296S	1547009		Alter Rosyth substation 296S	12/5/2007
U2007-343.pdf	394S	1527562		Alter Empress substation 394S	12/11/2007
U2007-350.pdf	383S/179BL	1548260		Time extension- connection order Kettles Hill substation 383S to the AIES via 179BL	12/4/2007
U2007-381.pdf	762L	1519831		Alter transmission line 762L	12/20/2007
U2007-383.pdf	394S	1547400		Alter Empress substation 394S	12/21/2007
U2008-003.pdf	517L	1552205		Salvage Transmission Line 517L	1/9/2008
U2008-006.pdf	405S	1547394		Waupisoo substation 405S	1/16/2008
U2008-007.pdf	56S	1547394		Boyle substation 56S	1/16/2008
U2008-008.pdf	728L	1547394		Transmission Line 728L	1/16/2008
U2008-009.pdf	633L	1547394		Transmission Line 633L	1/16/2008
U2008-014.pdf	54S	1530222		Alter Fort Saskatchewan Substation 54S	1/15/2008
U2008-026.pdf		1554728		Stavely 349S substation transformer and regular replacement	2/15/2008
U2008-042.pdf		1527319		Stipulation for alterations at Red Deer	1/30/2008
U2008-043.pdf		1554288		AltaLink Management Ltd. (AltaLink) and TransAlta Utilities Ltd. (TransAlta) Revision to 2008 Revenue Requirement Pursuant to Decision 2007-012 (as confirmed under Decision 2007-050) and Board Order U2007-347 with respect to 2008 ROE	1/29/2008
U2008-063.pdf	900L	1558467		Correction of Licence U2002-810 for 240-kV transmission line 900L	2/15/2008
U2008-064.pdf	767L	1552397		Alter 138-kV transmission line 767L	3/26/2008

U2008-065.pdf	809L	1552397		Alter 138-kV transmission line 809L	3/26/2008
U2008-101.pdf	603L/243S)	1433651		Permanent Connection Order for Soderglen Windfarm (603L to 243S) to replace temporary connection order.	4/8/2008
U2008-109.pdf	170BL/383S	1393985		Requesting permanent connection order for AltaLink 170BL, 138kV transmission line, to connect to Kettles Hill WindFarm at 383S substation.	4/11/2008
U2008-142.pdf		1564812		Decommission and Salvage TAU Rural Substation No. 2 - LSS2	5/7/2008
U2008-150.pdf	127S	1568064		Alter Bruderheim substation 127S	6/24/2008
U2008-172.pdf					
U2008-178.pdf		1565502	25	AltaLink 2008 Debt Finance Application for approval to issue up to \$100 million aggregate principal amount of ten year medium term notes.	5/22/2008
U2008-199.pdf					
U2008-221.pdf	954L	1355553		Re-designate 240-kV transmission line 954L in the Metiskow area	7/3/2008
U2008-222.pdf	476S	1576532		Gregg River substation 476S	7/7/2008
U2008-226.pdf	498S	1569003		Alteration of Tilley 498S Substation	7/7/2008
U2008-229.pdf	391S	1569577		Alteration of Balzac 391S Substation	7/7/2008
U2008-233.pdf	89S	1576522		Time Extension for Ellerslie 89S Sound Barrier Walls City of Edmonton	7/7/2008
U2008-240.pdf	89S	1578805		Time Extension for Ellerslie 89S Sound Barrier Walls City of Edmonton	7/16/2008
U2008-254.pdf	186S	1575548		Dry Creek substation 186S	8/1/2008
U2008-255.pdf	611L	1489150		Transmission Line 611L	8/1/2008
U2008-256.pdf	631L	1489150		Transmission Line 631L	8/1/2008
U2008-260.pdf	172EL/139S	1579084		Connect transmission line 172EL to Hillridge substation 139S	8/5/2008
U2008-265.pdf	923L/940L	1492150		Alter Transmission Line 923L and Redesignate as 940L (Appendix E to Decision 2008-074)	8/12/2008
U2008-266.pdf					
U2008-268.pdf	120S	1492150		New Substation MATL 120S (Appendix B to Decision 2008-074)	8/12/2008

U2008-270.pdf	923L	1492150		Alter Transmission Line 923L (Appendix D to Decision 2008-074)	8/12/2008
U2008-271.pdf	296S	1547009		Rosyth substation 296S	8/8/2008
U2008-275.pdf	522L/190L/ 903L	1577888		TransAlta Utilities Corporation has requested AltaLink relocate portions of existing 69 kV transmission line 522L and 240 kV transmission lines 190L and 903L for development of Pit 8 of Highvale Mine.	8/26/2008
U2008-276.pdf	522L/190L/ 903L	1577888		TransAlta Utilities Corporation has requested AltaLink relocate portions of existing 69 kV transmission line 522L and 240 kV transmission lines 190L and 903L for development of Pit 8 of Highvale Mine.	8/26/2008
U2008-277.pdf	522L/190L/ 903L	1577888		TransAlta Utilities Corporation has requested AltaLink relocate portions of existing 69 kV transmission line 522L and 240 kV transmission lines 190L and 903L for development of Pit 8 of Highvale Mine.	8/26/2008
U2008-293.pdf	234S	1581367		Alter Fort Assiniboine substation 234S	10/8/2008
U2008-294.pdf	165S	1583571		Alter Gainford substation 165S	10/21/2008
U2008-295.pdf	156BL	1583571		New Transmission Line 156BL	10/21/2008
U2008-296.pdf	124BL	1583571		Salvage Transmission Line 124BL	10/21/2008
U2008-297.pdf	124L	1583571		Alter Transmission Line 124L	10/21/2008
U2008-308.pdf	124L	1583571		Decommission A Portion of Transmission Line 124L	10/21/2008
U2008-309.pdf	807AL	1588404		New Transmission Line 807AL Transmission Line Permit and Temporary Licence	10/27/2008
U2008-310.pdf	807AL/807L	1588404		Temporary Connection Order - Connect Transmission Line 807AL to Transmission Line 807L	10/27/2008
U2008-312.pdf	404S	1583059		Substation Permit and Licence - Alter Peace Butte Substation 404S	10/22/2008
U2008-313.pdf	443S	1591375		Substation Licence - Alter South Mayerthorpe substation 443S	10/23/2008
U2008-314.pdf	19S	1591382		Substation Licence - Alter Wabamum substation 19S	10/23/2008
U2008-317.pdf		1587793	105	Application for Debt Financing	11/17/2008

U2008-350.pdf	7L114	1588514		New 144-kV Transmission Line 7L114	3/4/2009
U2008-351.pdf	72S	1588514		Alter Leismer 72S Substation	3/4/2009
U2008-352.pdf	517L	1595066		Time Extension for Salvaging of Transmission Line 517L	12/30/2008
U2008-363.pdf		1595236		Compliance with Decision 2008-108	11/25/2008
U2009-002.pdf	400L	1595372		New 138-kV Transmission Line 400L	1/14/2009
U2009-003.pdf	401L	1595372		New 138-kV Transmission Line 401L	1/14/2009
U2009-005.pdf	400L	1595372		Connect Transmission Line 400L to Keephills Unit 1 and 2 Station Service	1/14/2009
U2009-006.pdf	401L	1595372		Connect Transmission Line 401L to Keephills Units 3 Station Service	1/14/2009
U2009-007.pdf	320P	1595372		Alter Keephills substation 320P	1/14/2009
U2009-016.pdf	807AL/402S	1588404		Connect Transmission Line 807AL to Shell Substation 402S	1/14/2009
U2009-017.pdf	28S	1599736		Upgrade West Brooks Substation 28S South East Alberta	3/17/2009
U2009-022.pdf	172EL/139S	1461276		Connect transmission line 172EL to Hillridge Substation 139S	1/23/2009
U2009-024.pdf	277S	1602181		Alter Hayter substation 277S	1/28/2009
U2009-033.pdf	807AL/807L	1588404		Temporary Connection Order - Connect Transmission Line 807AL to Transmission Line 807L	1/27/2009
U2009-034.pdf	807AL/402S	1588404		Temporary Connection Order - Connect Transmission Line 807AL to Shell Substaion 402S	1/27/2009
U2009-036.pdf	608L	1596572		Connect Transmission Line 608L to 66 MW Blue Trail Wind Farm Fort Macleod Area	7/8/2009
U2009-037.pdf		1596572		Alter Transmission Line	7/8/2009
U2009-040.pdf	608L	1596561		Alter 138-kV Transmission Line 608L Fort MacLeod Area	7/7/2009
U2009-041.pdf	15S	1596561		Fort MacLeod 15S Substation Town of Fort MacLeod, Alberta	7/7/2009
U2009-042.pdf	725L	1596561		New 138-kV Transmission Line 725L Fort MacLeod Area	7/7/2009
U2009-044.pdf	275S	1598900		Alter Jenner 275S Substation	3/2/2009
U2009-045.pdf	951L	1598900		Alter 240-kV transmission line 951L	3/2/2009

U2009-046.pdf	951L/1002L	1598900		Alter and Re-designate a Portion of 240-kV Transmission Line 951L to 1002L	3/2/2009
U2009-054.pdf	127S	1603742		Alter Brunderheim substation 127S	2/10/2009
U2009-057.pdf	1214L	1604257		New Transmission Line 1214L	5/13/2009
U2009-058.pdf	320P	1604257		Alter Keephills 320P Substation	5/13/2009
U2009-059.pdf	1214L	1604257		Connect TransAlta Keephills Generating Unit No. 3 Transmission Line 1214L	5/13/2009
U2009-072.pdf	89S	1604801		City of Edmonton - Ellerslie 89S Substation 500-kV Transformers	3/2/2009
U2009-073.pdf	1203L	1604801		Transmission Line 1203L Interconnection Order	3/2/2009
U2009-077.pdf	124BL	1604836		Salvage Transmission Line 124BL	3/11/2009
U2009-079.pdf	752L	1596911		Alter Transmission Line 752L	3/17/2009
U2009-080.pdf	688L	1596911		New Transmission Line 688L	3/17/2009
U2009-081.pdf	688AL	1596911		Alter and Re-designate Transmission Line 688AL	3/17/2009
U2009-082.pdf	653S	1596911		New AltaLink Summit 653S substation	3/17/2009
U2009-087.pdf	562S	1600579		New Cypress 240/138kV 562S substation Northeast of the City of Medicine Hat	4/28/2009
U2009-088.pdf	669L	1600579		New 138kV Transmission line 669L Sandy Point Area	4/28/2009
U2009-089.pdf	668L	1600579		New 138kV Transmission line 668L Sandy Point Area	4/28/2009
U2009-090.pdf	945L	1600579		240kV Transmission line 945L Sandy Point Area	4/28/2009
U2009-103.pdf	760L	1600579		138kV Transmission line 760L Sandy Point Area	4/28/2009
U2009-104.pdf	830L	1600579		138kV Transmission line 830L Sandy Point Area	4/28/2009
U2009-105.pdf	1011L	1600579		New 240kV Transmission line 1011L Sandy Point Area	4/28/2009
U2009-107.pdf	955L	1521942		New Transmission Line 955L West of Peigan I.R. 147	5/5/2009
U2009-108.pdf	955L	1521942		New Transmission Line 955L Within Peigan I.R. 147	5/11/2009
U2009-109.pdf	956L	1521942		New Transmission Line 956L West of Peigan I.R. 147	5/5/2009
U2009-112.pdf	956L	1521942		New Transmission Line 956L Within Peigan I.R. 147	5/11/2009
U2009-113.pdf	967L	1521942		New Transmission Line 967L Within Peigan I.R. 147	5/11/2009
U2009-114.pdf	967L	1521942		New Transmission Line 967L Between Peigan I.R. 147 and Blood I.R. 148	5/5/2009
U2009-115.pdf	967L	1521942		New Transmission Line 967L Within Blood I.R. 148	5/5/2009
U2009-116.pdf	967L	1521942		New Transmission Line 967L East of Blood I.R. 148	5/5/2009
U2009-117.pdf	968L	1521942		New Transmission Line 968L Within Peigan I.R. 147	5/11/2009

U2009-118.pdf	968L	1521942		New Transmission Line 968L Between Peigan I.R. 147 and Blood I.R. 148	5/5/2009
U2009-119.pdf	968L	1521942		New Transmission Line 968L Within I.R. 148	5/5/2009
U2009-120.pdf	968L	1521942		New Transmission Line 968L East of Blood I.R. 148	5/5/2009
U2009-121.pdf	608L/608L/ 725CL	1596561		Alter 138-kV Transmission Line 608L and Re-designate a Portion of 608L as 725CL Fort MacLeod Area	7/7/2009
U2009-122.pdf	725L/725L/ 725BL	1596561		Alter 138-kV Transmission Line 725L and Re-designate a Portion of 725L as 725BL Fort MacLeod Area	7/7/2009
U2009-123.pdf	725L/725L/ 603AL	1596561		Alter 138-kV Transmission Line 725L and Re-designate A Portion of 725L as 603AL Fort MacLeod Area	7/7/2009
U2009-131.pdf	191S	1604852		Upgrade Cardiff 191S Substation Town of Morinville area	6/26/2009
U2009-133.pdf	103S	1521942		New Goose Lake 103S Substation	5/5/2009
U2009-134.pdf	59S	1521942		New Section of Peigan 59S Substation	5/11/2009
U2009-136.pdf	59S	1521942		Interconnect with TransAlta at Peigan 59S Substation	5/11/2009
U2009-141.pdf	170L	1521942		Alter Transmission Line 170L	5/5/2009
U2009-142.pdf	613L	1521942		Transmission Line 613L	5/5/2009
U2009-146.pdf	616L	1521942		Transmission Line 616L	5/5/2009
U2009-147.pdf	608L	1521942		Transmission Line 608L	5/5/2009
U2009-148.pdf	616AL	1521942		Transmission Line 616AL	5/5/2009
U2009-153.pdf	771L	1569911		Alter Transmission Line 771L	4/23/2009
U2009-154.pdf	771L	1569911		Connect Transmission Line 771L to No. 47 substation	4/23/2009
U2009-159.pdf	396S	1521942		Pincher Creek 396S Substation	5/5/2009
U2009-160.pdf	370S	1521942		North Lethbridge 370S Substation	5/5/2009
U2009-161.pdf	164L	1521942		Transmission Line 164L	5/5/2009
U2009-162.pdf	893L	1521942		Alter Transmission Line 893L	5/5/2009
U2009-164.pdf	498S	1604954		Tilley substation 498S	4/23/2009
U2009-188.pdf	234S	1605065		Alter Fort Assiniboine 234S Substation	5/19/2009
U2009-193.pdf	449S	1604947		Decommission and Salvage Bonnie Glen 449S Substation Wetaskiwin Area	6/24/2009

U2009-194.pdf	838L/14S/538S	1604947	Transmission Line Permit and Licence Alter 138-kV Transmission Line 838L from Devon 14S to Buford 538S Wetaskiwan Area	6/24/2009
U2009-195.pdf	837L/538S/964S	1604947	Transmission Line Permit and Licence 138-kV Transmission Line 837L From Buford 538S to Pigeon Lake 964S Wetaskiwan Area	6/24/2009
U2009-202.pdf	899S	1602273	Alter Edgerton substation 899S	5/19/2009
U2009-211.pdf	951L	1598900	Alter 240-kV Transmission Line 951L	6/4/2009
U2009-212.pdf	951L	1598900	Alter 240-kV Transmission Line 951L	6/4/2009
U2009-215.pdf	275S	1598900	Alter Jenner 275S Substation	6/4/2009
U2009-219.pdf	172EL/139S	1461276	Temporary Connection Order - Connect Transmission Line 172EL to Hillridge Substation 139S	5/28/2009
U2009-220.pdf		1595242	Substation permit and licence New Broadmoor Substation Sherwood Park Area	6/25/2009
U2009-221.pdf		1595242	Alter Transmission line	6/25/2009
U2009-222.pdf		1595242	Transmission Line	6/25/2009
U2009-228.pdf	478S	1604834	New substation Tucuman 478S	6/17/2009
U2009-229.pdf	704L	1604835	Alter Transmission Line 704L	6/17/2009
U2009-230.pdf	681L	1604835	New Transmission Line 681L	6/17/2009
U2009-232.pdf	769AL	1604984	New Transmission Line 769AL Hardisty Area	6/17/2009
U2009-236.pdf	904L/89S/659S	1600537	240kV Transmission line 904L Ellerslie 89S Substation to Summerside 659S Substation City of Edmonton	6/29/2009
U2009-238.pdf	517L	1605141	Decommission and Salvage Transmission Line 517L	6/17/2009
U2009-241.pdf	904L/659S/803S	1600537	240-kV Transmission Line 904L From Summerside 659S Substation to Lambton 803S Substation City of Edmonton	6/29/2009
U2009-246.pdf	767CL	1604957	138-kV Transmission line 767CL	7/14/2009
U2009-247.pdf	635S	1604957	Rose Valley 635S Substation	7/14/2009
U2009-248.pdf	767L	1604957	Transmission line 767L	7/14/2009
U2009-259.pdf	725L	1596561	138-kV Transmission Line 725L Within Blood I.R. 148	7/7/2009
U2009-260.pdf	808S	1604957	Decommission and Salvage Highvale 808S Substation	7/14/2009
U2009-261.pdf	767BL	1604957	Decommission and Salvage Transmission Line 767BL	7/14/2009

U2009-266.pdf	608L	1596561		138-kV Transmission Line 608L Within Peigan I.D. 147	7/7/2009
U2009-267.pdf	725L/603L	1596561		Re-designate 138-kV Transmission Line 725L as 603L Within Peigan I.R. 147	7/7/2009
U2009-269.pdf	947L	1604865		Appendix to Decision 2009-259 Transmission Line 947L	12/18/2009
U2009-270.pdf	915L	1604865		Appendix to Decision 2009-259 Transmission Line 915L	12/18/2009
U2009-271.pdf	761L	1604865		Appendix to Decision 2009-259 Transmission Line 761L	12/17/2009
U2009-272.pdf	38S	1604865		Appendix to Decision 2009-259 East Edmonton 38S Substation	12/18/2009
U2009-276.pdf	769AL/656S	1604984		Connect transmission line 769AL to Clipper 656S Substation	7/13/2009
U2009-279.pdf	725L/725L/ 725BL	1596561		Alter 138-kV Transmission Line 725L and Re-designate a portion of 725L as 725BL Fort MacLeod Area	7/31/2009
U2009-283.pdf	725L/725L/ 603AL	1596561		Alter 138-kV Transmission Line 725L and Re-designate a portion of 725L as 603AL Fort MacLeod Area	7/31/2009
U2009-284.pdf	725L/603L	1596561		Re-designate 138-kV Transmission Line 725L as 603L Within Piikani Nation I.R. 147	7/31/2009
U2009-296.pdf	696L	1604921		New Transmission Line 696L	8/5/2009
U2009-299.pdf	508S	1603771		New Lakesend 508S Substation	8/5/2009
U2009-326.pdf		1604762		Substation Permit and Licence	9/14/2009
U2009-327.pdf		1604762		Transmission Line Permit and Licence	9/14/2009
U2009-328.pdf		1604762		Transmission Line Permit and Licence	9/14/2009
U2009-329.pdf		1604762		Transmission Line Licence	9/14/2009
U2009-330.pdf	124L	1583571		Decommission a Portion of Transmission Line 124L	9/4/2009
U2009-331.pdf	58S	1605324		Substation Permit and Licence - Alter Edson 58S Substation	8/31/2009
U2009-332.pdf	3L	1600672		Transmission Line Permit and Licence - Alter Transmission Line 3L	9/24/2009

U2009-333.pdf	150L	1600672		Transmission Line Permit and Licence - Alter Transmission Line 150L	9/24/2009
U2009-336.pdf	155S	1604833		Alter Blackmud 155S Substation	8/21/2009
U2009-339.pdf		1605384		Temporary Connection Order Blue Trail Wind Farm Fort Macleod Area	8/31/2009
U2009-341.pdf	9485R	1605444		AESO Radio Site 9485R City of Calgary Area	10/13/2009
U2009-342.pdf	401L	1595372		Transmission Line 401L	10/6/2009
U2009-345.pdf	967L	1605446		Transmission Line Permit and Licence - New Transmission Line 967L	9/22/2009
U2009-346.pdf	968L	1605446		Transmission Line Permit and Licence - New Transmission Line 968L	9/22/2009
U2009-370.pdf	921L	1604865		Appendix to Decision 2009-259 Transmission Lin 921L	12/18/2009
U2009-372.pdf	370S	1604828	298	Appendix 1 to Decision 2009-184 - North Lethbridge 370S Substation	11/6/2009
U2009-383.pdf	51S	1604810		Appendix 2 to Decision 2009-206 - Wainwright 51S substation	11/10/2009
U2009-385.pdf	190L	1605045	206	Appendix to Decision 2009-193; Alter Transmission Line 190L	12/10/2009
U2009-386.pdf	903L	1605045	206	Appendix to Decision 2009-193; Alter Transmission Line 903L	12/10/2009
U2009-389.pdf	89S	1605056	206	Appendix to Decision 2009-193; Ellerslie 89S Substation	12/10/2009
U2009-390.pdf	320P	1605045	206	Appendix to Decision 2009-193; Keepphills 320P Substation	12/10/2009
U2009-391.pdf	1202L	1605056	206	Appendix to Decision 2009-193; 500-kV Transmission line 1202L (AltaLink Management Ltd. portion)	12/10/2009
U2009-392.pdf					
U2009-393.pdf		1605056		Appendix to Decision 2009-193 Interconnection	12/11/2009
U2009-402.pdf	904L/1057L	1605592		Appendix to Decision 2009-217 - Transmission Line Licence Redesignate Portion of Transmission Line 904L as 1057L	12/23/2009
U2009-403.pdf	904L/1058L	1605592		Appendix to Decision 2009-217 - Transmission Line Licence Line 904L as 1058L	12/23/2009

U2009-404.pdf	1059L	1605592		Appendix to Decision 2009-217 - Transmission Line Licence New Transmission Line 1059L	12/23/2009
U2009-412.pdf					
U2009-413.pdf					
U2009-421.pdf	915L	1604865		Appendix to Decision 2009-259 Connect Transmission Line 915L to Clover Bar E987S Substation	12/18/2009
U2009-422.pdf	921L	1604865		Appendix to Decision 2009-259; Connect Transmission Line 921L to Clover Bar E987S Substation	12/18/2009
U2009-423.pdf	947L	1604865		Appendix to Decision 2009-259; Connect Transmission Line 947L to Clover Bar E987S Substation	12/18/2009
U2009-426.pdf	904L	1605592		Appendix to Decision 2009-217 - Transmission Line Licence Transmission Line 904L	12/23/2009
U2009-427.pdf	517L	1605698		Appendix to Decision 2009-271 69-kV Transmission line 517L	12/18/2009
U2010-008.pdf	449S	1605640	401	Appendix 1 to Decision 2010-009 Time Extension Bonnie Glen 449S Substation	1/22/2010
U2010-041.pdf	678L	1605466		Appendix to Decision 2010-026 - Transmission Line Permit and Licence to Construct 138-kV transmission line 678L	1/22/2010
U2010-046.pdf	377S	1605659	408	Appendix 2 to Decision 2010-036 - Substation Permit and Licence Hardisty 377S Substation	1/15/2010
U2010-053.pdf		1605371	382	Appendix to Decision 2010-042 System Control Center Communication (SCC) Upgrade existing battery backup systems	1/22/2010
U2010-061.pdf	674L/41S/6 49S	1605234	313	Appendix 1 to Decision 2010-046 - Transmission Line Licence for 138-kV Transmission Line 674L From Medicine Hat 41S Substation to Chappice Lake 649S Substation Northeast of the City of Medicine Hat	2/11/2010

U2010-062.pdf	658L/649S/ 562S	1605234	313	Appendix 2 to Decision 2010-046 - Transmission Line Licence for 138-kV Transmission Line 658L From Chappice Lake 649S Substation to Cypress 562S Substation Northeast of the City of Medicine Hat	2/11/2010
U2010-063.pdf	760L/394S/ 163S	1605234	313	Appendix 3 to Decision 2010-046 - Transmission Line Licence for 138-kV Transmission Line 760L From Empress 394S Substation to Amoco Empress 163S Substation and to ATCO 7L760 Northeast of the City of Medicine Hat	2/11/2010
U2010-068.pdf	908L	1605526		Appendix 1 to Decision 2010-067 - Transmission Line Permit and Licence to Alter Transmission Line 908L	2/10/2010
U2010-069.pdf	909L	1605526		Appendix 2 to Decision 2010-067 - Transmission Line Permit and Licence to Alter Transmission Line 909L	2/10/2010
U2010-086.pdf	320P	1605608	388	Appendix 5 to Decision 2010-127 - Substation Permit and Licence to Alter Keephills 320P substation	3/19/2010
U2010-087.pdf	190L	1605608	388	Appendix 3 to Decision 2010-127 - Transmission Line Permit and Licence to Alter Transmission Line 190L	3/19/2010
U2010-088.pdf	903L	1605608	388	Appendix 4 to Decision 2010-127 - Transmission Line Permit and Licence to Alter Transmission Line 903L	3/19/2010
U2010-089.pdf	909L	1605503	329	Appendix 1 to Decision 2010-127 - Transmission Line Permit and Licence to Alter Transmission Line 909L	3/19/2010
U2010-092.pdf	602S	1605606	373	Appendix 2 to Decision 2010-099 - Substation Permit and Licence for Alteration of the Cold Creek 602S Substation	3/4/2010
U2010-094.pdf	9485R	1605879		Appendix 1 to Decision 2010-091 - AESO Radio Site 9485R City of Calgary Area	2/26/2010
U2010-100.pdf	526S	1605252	262	Appendix 2 to Decision 2010-095 - Alter Buffalo Creek 526S substation	3/5/2010
U2010-105.pdf	899S	1605908	502	Appendix 1 to Decision 2010-090 - Time Extension to Alter Edgerton 899S Substation	2/26/2010
U2010-124.pdf	696L	1605921	529	Appendix 1 to Decision 2010-122 - Time Extension for New Transmission Line 696L	3/18/2010
U2010-125.pdf	508S	1605963	529	Appendix 2 to Decision 2010-122 - Time Extension for New Lakesend 508S Substation	3/18/2010

U2010-137.pdf	940L	1605995	535	Appendix 2 to Decision 2010-302 - Time Extension to Alter Transmission Line 940L	6/28/2010
U2010-138.pdf	923L	1492150	535	Appendix 3 to Decision 2010-302 - Time Extension to Alter Transmission Line 923L	6/28/2010
U2010-139.pdf	120S	1492150	535	Appendix 4 to Decision 2010-302 - Time Extension for New MATL 120S Substation	6/28/2010
U2010-141.pdf	438S	1605907	505	Appendix 2 to Decision 2010-171 - Alter Westlock 438S substation	4/16/2010
U2010-142.pdf	405S	1605907	505	Appendix 3 to Decision 2010-171 - Alter Waupisoo 405S substation	4/16/2010
U2010-147.pdf	771L	1606108	603	Appendix 1 to Decision 2010-194 - Time Extension to Alter Transmission Line 771L	5/7/2010
U2010-148.pdf	124L	1606107	606	Appendix 1 – Decision 2010-195 - Time Extension to Salvage Transmission Line 124L	5/6/2010
U2010-161.pdf	771L	1606109	603	Appendix 1 to Decision 2010-194 - Time Extension to Alter Transmission Line 771L	5/7/2010
U2010-211.pdf	199S	1605317	250	Appendix 2 to Decision 2010-244 - Alter East Airdrie 199S Substation	6/1/2010
U2010-212.pdf	186S	1605318	250	Appendix 3 to Decision 2010-244 - Alter Dry Creek 186S Substation	6/1/2010
U2010-213.pdf	1214L	1606176	630	Time Extension to complete the Construction of Transmission Line 1214L	5/20/2010
U2010-214.pdf	320P	1604257	631	Appendix 1 to Decision 2010-294 - Time Extension to Alter Keephills 320P Substation	6/23/2010
U2010-231.pdf	316S	1605989	573	Appendix 1 to Decision 2010-240 - West Crossfield 316S substation Crossfield area	6/1/2010
U2010-232.pdf	414S	1605989	573	Appendix 2 to Decision 2010-240 - Gulf Robb 414S Substation Robb Area	6/1/2010
U2010-233.pdf	634S	1605989	573	Appendix 3 to Decision 2010-240 - Shell Raven River 634S Substation Caroline Area	6/1/2010
U2010-234.pdf	396S	1606019	574	Pincher Creek 396S Substation Municipal District of Pincher Creek	6/1/2010
U2010-237.pdf	15S	1596561	663	Appendix 1 to Decision 2010-270 - Alter Fort Macleod 15S Substation Fort MacLeod, Alberta	6/15/2010

U2010-238.pdf	608L	1606245	663	Appendix 2 to Decision 2010-270 - Alter 138-kV Transmission Line 608L Fort MacLeod Area	6/15/2010
U2010-239.pdf	725L	1606245	663	Appendix 3 to Decision 2010-270 - New Transmission Line 725L Fort MacLeod Area	6/15/2010
U2010-240.pdf	608L/608L/ 725CL	1606245	663	Appendix 4 to Decision 2010-270 - Alter 138-kV Transmission Line 608L and Re-designate a Portion of 608L as 725CL Fort MacLeod Area	6/15/2010
U2010-243.pdf	725L/725L/ 725BL	1606246	661	Appendix 1 to Decision 2010-331 - Time Extension to complete the Alteration of Transmission Line 725L and Re-designate a portion of 725L as 725BL Fort MacLeod Area	7/14/2010
U2010-244.pdf	725L/725L/ 603AL	1606246	661	Appendix 2 to Decision 2010-331 - Time Extension to complete the Alteration of Transmission Line 725L and Re-designate a portion of 725L as 603AL Fort MacLeod Area	7/14/2010
U2010-245.pdf					
U2010-246.pdf		1605541	301	1605445	6/10/2010
U2010-253.pdf	308S	1606137	624	Appendix 1 to Decision 2010-342 - Alter Albchem Beaverhill Creek 308S Substation	7/19/2010
U2010-254.pdf	304S	1606137	624	Appendix 2 to Decision 2010-342 - Alter Shell Limestone 304S Substation	7/19/2010
U2010-255.pdf	1057L	1605592	680	Appendix 1 to Decision 2010-304 - Time Extension to Complete Transmission Line 1057L	6/28/2010
U2010-256.pdf	1058L	1606270	680	Appendix 2 to Decision 2010-304 - Time Extension to Complete Transmission Line 1058L	6/28/2010
U2010-257.pdf	172EL/139S	1606071	583	Appendix 1 to Decision 2010-316 - Connect 138-kV Transmission Line 172EL to Hillridge 139S Substation	7/6/2010
U2010-265.pdf	608L	1606090	595	Appendix 2 to Decision 2010-351 - Alter Transmission Line 608L	7/23/2010
U2010-266.pdf	608AL	1606090	595	Appendix 3 to Decision 2010-351 - Transmission Line 608AL	7/23/2010
U2010-273.pdf		1605922	467	Appendix 2 to Decision 2010-334 - Alter Fickle Lake Substation	7/15/2010

U2010-279.pdf	777L	1606195	635	Appendix 1 to Decision 2010-339 - Alter Transmission Lines 777L	7/19/2010
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U2013-512.pdf	1048L	1608861	2001	Appendix 49 to Decision 2013-369 - New Transmission Line 1048L Between Piikani I.R. 147 and Windy Flats 138S Substation	11/21/2013
U2013-513.pdf	967L	1608861	2001	Appendix 50 to Decision 2013-369 - Alter Transmission Line 967L	11/21/2013
U2013-514.pdf	1049L	1608861	2001	Appendix 51 to Decision 2013-369 - New Transmission Line 1049L Within Piikani I.R. 147	11/21/2013
U2013-515.pdf	1049L	1608861	2001	Appendix 52 to Decision 2013-369 - New Transmission Line 1049L Between Piikani I.R. 147 and Windy Flats 138S Substation	11/21/2013
U2013-516.pdf	968L	1608861	2001	Appendix 53 to Decision 2013-369 - Alter Transmission Line 968L	11/21/2013
U2013-517.pdf	1048L	1608862	2001	Appendix 54 to Decision 2013-369 - Connect Transmission Line 1048L to Transmission Line 1048L within Piikani I.R. 147	11/21/2013
U2013-518.pdf	1049L	1608862	2001	Appendix 55 to Decision 2013-369 - Connect Transmission Line 1049L to Transmission Line 1049L within Piikani I.R. 147	11/21/2013
U2013-519.pdf	603L	1608862	2001	Appendix 56 to Decision 2013-369 - Alter Transmission Line 603L	11/21/2013
U2013-521.pdf	603AL	1608862	2001	Appendix 57 to Decision 2013-369 - New Transmission Line 603AL	11/21/2013
U2013-522.pdf	608L	1608862	2001	Appendix 58 to Decision 2013-369 - Alter Transmission Line 608L	11/21/2013
U2013-523.pdf	608BL	1608862	2001	Appendix 59 to Decision 2013-369 - New Transmission Line 608BL	11/21/2013
U2013-524.pdf	608AL	1608862	2001	Appendix 60 to Decision 2013-369 - Alter Transmission Line 608AL	11/21/2013
U2013-525.pdf	608BL	1608862	2001	Appendix 61 to Decision 2013-369 - New Transmission Line 608BL	11/21/2013
U2013-526.pdf	725BL	1608862	2001	Appendix 62 to Decision 2013-369 - Alter Transmission Line 725BL	11/21/2013

U2013-527.pdf	603L	1608862	2001	Appendix 63 to Decision 2013-369 - Connect Transmission Line 603L to Transmission Line 603AL within I.R. 147	11/21/2013
U2013-528.pdf	608BL	1608862	2001	Appendix 64 to Decision 2013-369 - Connect Transmission Line 608BL to Transmission Line 608BL within Piikani I.R. 147	11/21/2013
U2013-529.pdf	74S	1608643	2001	Appendix 33 to Decision 2013-369	11/15/2013
U2013-53.pdf	909L	1609173	2336	Appendix 1 to DA2013-59 - Transmission Line 909L	2/22/2013
U2013-530.pdf			2858	Appendix 1 to Decision 2013-389	10/24/2013
U2013-531.pdf			2858	Appendix 2 to Decision 2013-389	10/24/2013
U2013-55.pdf	1043L	1609173	2336	Appendix 3 to DA2013-59 - Transmission Line 1043L	2/22/2013
U2013-559.pdf			2530	Appendix 1 to Decision 2013-385	11/1/2013
U2013-560.pdf			2530	Appendix 2 to Decision 2013-385	11/1/2013
U2013-561.pdf			2530	Appendix 3 to Decision 2013-385	11/1/2013
U2013-562.pdf			2530	Appendix 4 to Decision 2013-385	11/1/2013
U2013-563.pdf			2530	Appendix 5 to Decision 2013-385	11/1/2013
U2013-564.pdf			2871	Appendix 1 to DA2013-256	11/5/2013
U2013-565.pdf			2530	Appendix 6 to Decision 2013-385	11/1/2013
U2013-566.pdf			2871	Appendix 2 to DA2013-256	11/5/2013
U2013-567 (Errata).pdf			2871	Appendix 3 to DA2013-256	11/12/2013
U2013-570.pdf			2887	Appendix 1 to Decision 2013-400	11/7/2013
U2013-571.pdf			2887	Appendix 2 to Decision 2013-400	11/7/2013
U2013-572.pdf			2887	Appendix 3 to Decision 2013-400	11/7/2013
U2013-573.pdf			2887	Appendix 4 to Decision 2013-400	11/7/2013
U2013-576.pdf			2874	Appendix 1 to DA2013-255 - Alter Spray Lake 33S Substation	11/5/2013
U2013-585.pdf			2905	Appendix 1 to DA2013-259	11/18/2013
U2013-586.pdf			2905	Appendix 2 to DA2013-259	11/18/2013
U2013-587 Errata.pdf			2905	Appendix 3 to DA2013-259	12/20/2013
U2013-588.pdf			2905	Appendix 4 to DA2013-259	11/18/2013
U2013-590.pdf			2905	Appendix 5 to DA2013-259	11/18/2013
U2013-596.pdf			2899	Appendix 1 to DA 2013-263	11/21/2013

U2013-597.pdf			2899	Appendix 2 to DA 2013-263	11/21/2013
U2013-598.pdf			2899	Appendix 3 to DA 2013-263	11/21/2013
U2013-599 (Errata).pdf			2899	Appendix 4 to DA2013-263	12/4/2013
U2013-60.pdf	527S	1609221	2371	Appendix 1 to DA2013-41 - Alter Coal Valley 527S Substation	2/11/2013
U2013-600.pdf			2914	Appendix 1 to DA2013-268	11/27/2013
U2013-602.pdf			2914	Appendix 3 to DA2013-268	11/27/2013
U2013-62.pdf	250P	1609221	2371	Appendix 2 to DA2013-41 - Alter Bighorn 250P Substation	2/11/2013
U2013-624.pdf			2811	Appendix 3 to Decision 2013-428	11/29/2013
U2013-630 (Errata).pdf			2946	Appendix 1 to DA2013-285	12/19/2013
U2013-632.pdf			2961	Appendix 1 to DA2013-291	12/18/2013
U2013-633.pdf			2961	Appendix 2 to DA2013-291	12/18/2013
U2013-634.pdf			2961	Appendix 6 to DA2013-291	1/24/2014
U2013-636.pdf			2961	Appendix 5 to DA2013-291	1/24/2014
U2013-637.pdf			2961	Appendix 3 to DA2013-291	12/18/2013
U2013-66.pdf	512S		2373	Appendix 1 to DA2013-45 Alter Hartell 512S Substation	2/12/2013
U2013-67.pdf	867S		2373	Appendix 2 to DA2013-45 Alter Sundance Blowdown Pumphouse 867S Substation	2/12/2013
U2013-68.pdf	818S		2387	Appendix 1 to DA2013-47 - Alter Winefred 818S Substation	2/13/2013
U2013-70.pdf	651S	1609250	2387	Appendix 2 to DA2013-47 - New Kirby 651S Substation	2/13/2013
U2013-73.pdf	9150R	1609223	2372	Appendix 1 to DA2013-44 Construct Clyde 9150R Radio Site Westlock County	2/12/2013
U2013-74.pdf	9900R	1606869	2372	Appendix 2 to DA2013-44 Construct Ellscott 9900R Radio Site Athabasca County	2/12/2013
U2013-75.pdf	9901R	1606869	2372	Appendix 3 to DA2013-44 Construct Weasel Creek 9901R Radio Site County of Thorhild	2/12/2013
U2013-76.pdf	13S	1609223	2372	Appendix 4 to DA2013-44 Alter Deerland 13S Substation Lamont County	2/12/2013

U2013-77.pdf	150S	1609223	2372	Appendix 5 to DA2013-44 Alter Clyde 150S Substation Westlock County	2/12/2013
U2013-78.pdf	56S	1606869	2372	Appendix 6 to DA2013-44 - Decommission and Salvage Telecommunications Tower at Boyle 56S Substation	2/12/2013
U2013-79.pdf	157S	1609223	2372	Appendix 7 to DA2013-44 - Decommission and Salvage Telecommunications Tower at Lac La Biche 157S Substation	2/12/2013
U2013-80.pdf	353S	1609223	2372	Appendix 8 to DA2013-44 - Decommission and Salvage Telecommunications Tower at Plamondon 353S Substation	2/12/2013
U2013-81.pdf	150S	1609223	2372	Appendix 9 to DA2013-44 - Decommission and Salvage Telecommunications Tower at Clyde 150S Substation	2/12/2013
U2013-82.pdf	159S	1609223	2372	Appendix 10 to DA2013-44 - Decommission and Salvage Telecommunications Tower at Colinton 159S Substation	2/12/2013
U2013-90.pdf	1042L	1608024	1625	Appendix 3 to Decision 2013-070 - New Transmission Line 1042L	3/1/2013
U2013-91.pdf	554S	1608024	1625	Appendix 2 to Decision 2013-070 New Travers 554S Switching Station	3/1/2013
U2013-92.pdf	1041L	1608024	1625	Appendix 5 to Decision 2013-070 - Transmission Line 1041L	3/1/2013
U2013-93.pdf	1036L	1608024	1625	Appendix 4 to Decision 2013-070 - Alter Transmission Line 1036L	3/1/2013
U2013-94.pdf	1036L	1608024	1625	Appendix 7 to Decision 2013-070 - Decommission and Salvage a Portion Transmission Line 1036L	3/1/2013
U2013-95.pdf	1042L/485S	1608024	1625	Appendix 6 to Decision 2013-070 - Blackspring Ridge I Wind Project Ltd. Temporary Connection of 240-kV Transmission Line 1042L to Blackspring Ridge 485S Substation	3/1/2013
U2013-96.pdf	994S	1609299	2433	Appendix 1 to DA2013-53 Decommission and Salvage Lac La Nonne 994S Substation	2/20/2013
U2014-114.pdf			3066	Appendix 1 to Decision 2014-080	4/3/2014

U2014-115.pdf			3066	Appendix 2 to Decision 2014-080	4/3/2014
U2014-116.pdf			3066	Appendix 3 to Decision 2014-080	4/3/2014
U2014-117.pdf			3121	Appendix 1 to Decision 2014-081	4/1/2014
U2014-119.pdf			3121	Appendix 2 to Decision 2014-081	4/1/2014
U2014-120.pdf			3121	Appendix 3 to Decision 2014-081	4/1/2014
U2014-121.pdf			3121	Appendix 4 to Decision 2014-081	4/1/2014
U2014-122.pdf			3121	Appendix 5 to Decision 2014-081	4/1/2014
U2014-123.pdf			3121	Appendix 6 to Decision 2014-081	4/1/2014
U2014-124.pdf			3121	Appendix 7 to Decision 2014-081	4/1/2014
U2014-19.pdf			2926	Appendix 1 to Decision 2014-007	1/13/2014
U2014-24.pdf			2836	Appendix 2 to Decision 2014-012	1/17/2014
U2014-25.pdf			2833	Appendix 4 to Decision 2014-027	2/11/2014
U2014-26.pdf			2833	Appendix 5 to Decision 2014-027	2/11/2014
U2014-27.pdf			2833	Appendix 6 to Decision 2014-027	2/11/2014
U2014-28.pdf			2833	Appendix 7 to Decision 2014-027	2/11/2014
U2014-29.pdf			2833	Appendix 8 to Decision 2014-027	2/11/2014
U2014-34.pdf			2937	Appendix 2 to Decision 2014-015	1/21/2014
U2014-36.pdf			2631	Appendix 2 to Decision 2014-021 - New Vista Coal 270S Substation	1/30/2014
U2014-37.pdf			2631	Appendix 3 to Decision 2014-021 - Alter Transmission Line 745L	1/30/2014
U2014-38.pdf			2631	Appendix 4 to Decision 2014-021 - New Transmission Line 625L	1/30/2014
U2014-39.pdf			3029	Appendix 1 to DA2014-25 - Time Extension for Cope Creek 180S Substation	1/30/2014
U2014-40.pdf			3029	Appendix 2 to DA2014-25 - Time Extension for Transmission Line 150A1L	1/30/2014
U2014-41.pdf			3029	Appendix 3 to DA2014-25 - Time Extension for Transmission Line 150AL	1/30/2014
U2014-42.pdf			3029	Appendix 4 to DA2014-25 - Time Extension to Decommission and Salvage a Portion of Transmission Line 150AL	1/30/2014
U2014-45.pdf			3061	Appendix 1 to DA2014-29	2/4/2014
U2014-59.pdf			2872	Appendix 1 to Decision 2014-035	2/13/2014

U2014-60.pdf			2872	Appendix 2 to Decision 2014-035	2/13/2014
U2014-74.pdf			2972	Appendix 2 to Decision 2014-048 - Alter Spring Coulee 385S Substation	2/28/2014
U2014-75.pdf			3094	Appendix 1 to DA2014-62	3/11/2014
U2014-76.pdf			3094	Appendix 2 to DA2014-62	3/11/2014
U2014-77.pdf			3094	Appendix 3 to DA2014-62	3/11/2014
U2014-78.pdf			3094	Appendix 4 to DA2014-62	3/11/2014
U2014-79.pdf			3092	Appendix 1 to DA2014-55	3/6/2014
U2014-80.pdf			3092	Appendix 2 to DA2014-55	3/6/2014
U2014-81.pdf			3090	Appendix 1 to DA2014-56	3/6/2014
U2014-82.pdf			3090	Appendix 2 to DA2014-56	3/6/2014
U2014-83.pdf			3093	Appendix 1 to DA2014-57	3/6/2014
U2014-84.pdf			3093	Appendix 2 to DA2014-57	3/6/2014
U2014-85.pdf			3038	Appendix 1 to Decision DA2014-59	3/11/2014
U2014-86.pdf			3083	Appendix 2 to Decision DA2014-59	3/11/2014
U2014-90.pdf			2922	Appendix 2 to Decision 2014-060	3/11/2014

SECTION 3.22

MATERIAL LEASES

- Industrial Lease dated June 17, 2013 between 358154 Alberta Ltd. (as landlord) and ALP, by its general partner, AML (as tenant) for the premises located at 7474 – 79th Street, Red Deer, Alberta.
- * Offer to Lease, executed by 2767 – 2nd Avenue Portfolio Inc. (as landlord) on March 23, 2012 and countersigned by ALP, by its general partner, AML (as tenant) for premises located at 2700 – 3rd Avenue South East, Calgary, Alberta. Such Offer to Lease is to be replaced by a long-form lease to be entered into between 2767 – 2nd Avenue Portfolio Inc. (as landlord) and ALP, by its general partner, AML (as tenant) for the premises located at 2700 – 3rd Avenue South East, Calgary, Alberta (the Long-Form Agreement) which, as of the date of the Agreement, has been executed by the tenant but remains to be executed by the landlord. The Long-Form Agreement will replace the Offer to Lease as a Material Lease and a Material Contract when the former is fully executed.
- * Lease dated August 29, 2008 between Artis Interplex II Ltd. (as original landlord) and ALP, on its behalf by its general partner, AML (as tenant), as amended by a Lease Expansion and Amending Agreement dated May 26, 2009 between Opus (Interplex II) Ltd. (as second landlord – which is the successor in interest to the original landlord) and the tenant; as further amended by a Second Lease Expansion and Amending Agreement dated as of November 15, 2009 between the second landlord and the tenant; as further amended by the Third Lease Expansion and Amending Agreement dated as of April 13, 2010 between the Third Avenue Building Calgary GP Ltd. in its capacity as general partner of Third Avenue Building Calgary Limited Partnership (as third landlord – which is the successor in interest to the second landlord effective March 1, 2010) and the tenant; as further amended by a Lease Amending and License Agreement (Pathway License) dated as of December 20, 2010 between third landlord and the tenant; for the premises located at 2535 – 3rd Avenue South East, Calgary, Alberta.
- Lease dated May 15, 2009, between Building & Land Development Group Inc. (as landlord) and ALP, on its behalf by its general partner, AML (as tenant) for the premises located at 1259 – 91 Street South West, Suite 102, Edmonton, Alberta.
- Land and Building Lease made effective November 1, 2006, between RKS Roberts Holdings Ltd. (as landlord) and AML, as general partner for an on behalf of ALP (as tenant) for the premises located at 1126 – 36th Street North, Lethbridge, Alberta.
- * Lease dated September 22, 2005, between 2611-3rd Avenue Portfolio Inc., Biltmore Properties Corporation, Rowanwood Properties Limited and Vantage Equities Corporation (collectively, as the landlord) and ALP (as tenant) for the premises located at 2611 – 3rd Avenue, Calgary, Alberta.

SECTION 3.22 (c)

RIGHTS OF INGRESS AND EGRESS OVER OCCUPIED LAND

Please refer to point 3 of Section 3.32 of the Disclosure Schedule.

SECTION 3.23

MATERIAL CONTRACTS

None.

SECTION 3.24
CAPITAL PROJECTS

D#	In-Service Date	Delivery Team	Project Name	Project Stage	Forecast Total Project Costs (excluding salvage) - April 17th filing -
D.0309	-	Major South	SATR - Goose Lake to Etzikom Coulee(GLEC)	Early Stage Development Project	-
D.0312	-	Major South	SATR - Etzikom Coulee to Picture Butte (PBEC)	Early Stage Development Project	-
D.0313	-	Major South	SATR - Whitlea to Etzikom Coulee (ECW) ⁽¹⁾	Early Stage Development Project	-
D.0436	-	Major South	East Palliser- Wild Rose 1 & 2 ⁽²⁾	Early Stage Development Project	-
D.0394	-	Regional	South-West Edmonton Transmission Dev	Early Stage Development Project	-
D.0446	-	Regional	Big Rock 295S	Early Stage Development Project	-
D.0387	Jul-16	Customer	Grist Lake	Late Stage Development Project	57.9
D.0442	Mar-16	Customer	Edwards Lake 189S	Late Stage Development Project	65.2
D.0464-D.467/D.0441	Jan - Sept 2015	Regional	Red Deer FA2 ⁽³⁾	Late Stage Development Project	123.3
D.0468-D.0471	March - July 2015	Regional	Red Deer FA3 ⁽⁴⁾	Late Stage Development Project	184.9
D.0437	Jun-15	Customer	North West Sturgeon Refinery	Approved Capital Project	76.5
D.0310	May-15	Major South	SATR - Medicine Hat 138 kV Reconfigure ⁽⁵⁾	Approved Capital Project	115.3
D.0371	Jul-14	Major North	Heartland Transmission Project	Approved Capital Project	457.1
D.0414	Apr-15	Major North	Western Alberta Transmission Line	Approved Capital Project	1644.2
D.0458	Aug-14	Major North	East HVDC Converter Stations Interface	Approved Capital Project	90.9
D.0304	Mar-14	Major South	SATR- Bowmanton to Whitlea (BW)	Approved Capital Project	280.3
D.0305	Nov-13	Major South	SATR - Cassils to Bow manton (CB)	Approved Capital Project	385.5
D.0306	Sep-15	Major South	SATR - South Foothills Transmission Project (SFTP)	Approved Capital Project	409.3
D.0390	May-15	Major South	FATD EAST - North Foothills Transmission (NFTP)	Approved Capital Project	228.9
D.0391	Jul-15	Major South	FATD EAST - Langdon to Janet	Approved Capital Project	84.5
D.0392	Oct-15	Major South	FATD EAST - Foothills 138kV Project	Approved Capital Project	83.2
D.0410	Jan-15	Major South	East Calgary Transmission Project	Approved Capital Project	77.3
D.0479	Jun-14	Major South	Fidler 312S Interconnection	Approved Capital Project	76.5
D.0030.01	Oct-12	Regional	Yellowhead- Hinton/Edson Area	Approved Capital Project	72.1
D.0213	Jan-15	Regional	Edmonton Region	Approved Capital Project	112.8
D.0353	Aug-13	Regional	Hanna – Nilrem	Approved Capital Project	97.0
D.0354	Aug-13	Regional	Hanna- Hansman Lake	Approved Capital Project	93.7
D.0355	Nov-13	Regional	Hanna - Ware Junction	Approved Capital Project	117.7
D.0378	Jun-14	Regional	Christina Lake – Pike 170S	Approved Capital Project	122.3
D.0379	Jun-15	Regional	Christina Lake - Ipiatik Lake 167S	Approved Capital Project	271.3

- (1) Project on hold.
- (2) Awaiting revised PPS Direction
- (3) Comprised of four (4) Direct Assigned Projects with Forecast Total Project Costs of (i) \$16.5 million; (ii) \$20.2 million; (iii) \$54.4 million; and (iv) \$32.2 million.
- (4) Comprised of four (4) Direct Assigned Projects with Forecast Total Project Costs of (i) \$39.4 million; (ii) \$51.3 million; (iii) \$51.2 million; and (iv) \$43.1 million.
- (5) P&L for 676L/879L suspended on Dec 12/13.

SECTION 3.26

RELATED PARTY TRANSACTIONS

None.

SECTION 3.29

FINANCIAL STATEMENTS

- AltaLink, L.P.'s audited financial statements, including the notes thereto, as at December 31, 2013 and 2012, and for the fiscal years ended December 31, 2013 and 2012, and the report of the independent auditors thereon;
- AltaLink, L.P.'s unaudited condensed interim financial statements, including the notes thereto, as at September 30, 2013 and 2012, and for the three and nine months ended September 30, 2013 and 2012;
- AltaLink, L.P.'s unaudited condensed interim financial statements, including the notes thereto, as at June 30, 2013 and 2012, and for the three and six months ended June 30, 2013 and 2012;
- AltaLink, L.P.'s unaudited condensed interim financial statements, including the notes thereto, as at March 31, 2013 and 2012, and for the three months ended March 31, 2013 and 2012;
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- AltaLink Investments, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at March 31, 2012 and 2011, and for the three months ended March 31, 2012 and 2011;
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- AltaLink Investments, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at June 30, 2011 and 2010, and for the three and six months ended June 30, 2011 and 2010;
- AltaLink Investments, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at March 31, 2011 and 2010, and for the three months ended March 31, 2011 and 2010;
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- AltaLink Holdings, L.P.'s audited consolidated financial statements, including the notes thereto, as at December 31, 2013 and 2012, and for the fiscal years ended December 31, 2013 and 2012, and the report of the independent auditors thereon;
- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at September 30, 2013 and 2012, and for the three and nine months ended September 30, 2013 and 2012;
- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at June 30, 2013 and 2012, and for the three and six months ended June 30, 2013 and 2012;

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- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at June 30, 2012 and 2011, and for the three and six months ended June 30, 2012 and 2011;
- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at March 31, 2012 and 2011, and for the three months ended March 31, 2012 and 2011;
- AltaLink Holdings, L.P.'s audited consolidated financial statements, including the notes thereto, as at December 31, 2011, December 31, 2010 and January 1, 2010, and for the fiscal years ended December 31, 2011 and 2010, and the report of the independent auditors thereon;
- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at September 30, 2011 and 2010, and for the three and nine months ended September 30, 2011 and 2010;
- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at June 30, 2011 and 2010, and for the three and six months ended June 30, 2011 and 2010;
- AltaLink Holdings, L.P.'s unaudited consolidated condensed interim financial statements, including the notes thereto, as at March 31, 2011 and 2010, and for the three months ended March 31, 2011 and 2010; and
- AltaLink Holdings, L.P.'s audited consolidated financial statements, including the notes thereto, as at December 31, 2010 and 2009, and for the fiscal years ended December 31, 2010 and 2009, and the report of the independent auditors thereon.

SECTION 3.30
UNDISCLOSED LIABILITIES

None.

SECTION 3.31

INSURANCE

[Redacted – Commercially Sensitive Information]

List of Insurance Policies:

- | | |
|---|--------------------------------------|
| • CGL/ Umbrella \$35M | XL5114902P |
| • 1st excess liability layer \$25M | 8837414 |
| • 2nd excess liability layer \$40M | XXK00015060635 |
| • 3rd excess liability layer \$25M | 9139649 |
| • 4th excess liability layer \$25M | XSCG074051-013 |
| • 5th excess liability layer \$25M | EEO0027266-05 |
| • 6th excess liability layer \$25M | C443864413 |
| • 7th excess liability layer \$25M | CTX760601-01-2013 |
| • 8th excess liability layer \$25M | EX1038175 |
| • 9th excess liability layer \$25M | C444316313 |
| • Auto Liability \$1M | CAP036128978 |
| • Non-owned Aviation Liability \$20M | NOA0088-13 |
| • Property/ Boiler & Machinery \$90M | RSLC2277 |
| • Excess Property/ Boiler & Machinery \$50M | PR1038175 |
| • Property Terrorism \$120M | E11RQ3051000 |
| • Fiduciary Liability \$5M | FID025920 |
| • Crime \$10M | CTS753006/01/2013 |
| • Employment Practices Liability \$2M | CTS753005/01/2013 |
| • D&O Liability - Primary | DO025919 |
| • D&O Liability - 1st Excess | CTS753004/01/2013 |
| • D&O Liability - 2nd Excess | 9501002 |
| • D&O Liability - 3rd Excess Side A
DIC | 02-582-77-54 |
| • *Property - covering rural residential properties purchased along right of ways | New Policy Effective March 17, 2014. |

*Note: The new property policy effective March 17, 2014 does not have a policy number yet nor have the Operating Entities been billed for the premium.

Insurance Claims over \$1,000,000:

[Redacted – Commercially Sensitive Information]

Self-insurance Claims:

[Redacted – Commercially Sensitive Information]

SECTION 3.32

LITIGATION

[Redacted – Commercially Sensitive Information]

SECTION 3.33

TAXES

None.

SECTION 3.36 (i)

EMPLOYEE PLANS

Bonus plan in the amount of [Redacted – Commercially Sensitive Information] in the aggregate, or such greater amount as may be agreed upon by the Purchaser and the Sellers, in favour of key executives of the Operating Entities in relation to Closing.

SECTION 4.5

AUTHORIZATIONS OF THE PURCHASER

- AUC Approval
- Investment Canada Act Approval
- Competition Act Approval

SECTION 5.1

PRE-CLOSING REORGANIZATION

Structure

Prior to any sale of an interest in the Acquired Entities, the units of AHLP as well as the shares of corporations holding an interest as limited partner in the three partnerships will be transferred to the Corporation, a new corporation to be incorporated as part of this reorganization. After the implementation of this reorganization, the Acquired Subsidiaries will be held by the Corporation. The securities that are offered for sale are shares of the share capital of the Corporation.

The various steps making up this reorganization are described hereafter.

1. Required Consents and Required Authorizations

Once the last one of the Required Consents and the Required Authorizations have been obtained in accordance with the terms of this Agreement, the following steps can then be completed.

2. Incorporation of the Corporation

The Corporation will be incorporated under the laws of Alberta. Its authorized share capital will include the following class of shares: common shares, voting, fully participating. SNC-Lavalin Transmission Ltd. will be the initial shareholder of the Corporation.

3. Transfer of Units of AHLP to the Corporation

The Sellers will transfer the units they hold in the capital of AHLP to the Corporation for a consideration consisting of common shares in the share capital of the Corporation. These transfers will be completed on a rollover basis under subsection 85(1) of the Act.

4. Transfer of Shares of the General Partners to the Corporation

942064 Alberta Ltd. will transfer the shares it owns in the share capital of SNC-Lavalin Energy Alberta Ltd. to the Corporation for a consideration consisting of common shares in the share capital of the Corporation. This transfer will be completed on a rollover basis under subsection 85(1) of the Act.

5. Transfer of Shares of the General Partners to the Corporation

942064 Alberta Ltd. will transfer the shares it owns in the share capital of the Corporation to SNC-Lavalin Transmission Ltd. for a consideration consisting of common shares in the share capital of SNC-Lavalin Transmission Ltd. This transfer will be completed on a rollover basis under subsection 85(1) of the Act.

6. Sale of common shares of the Corporation

The Sellers will sell all of the issued and outstanding shares in the share capital of the Corporation to the Purchaser in accordance with the terms of this Agreement.

SECTION 5.5 (i)

SECONDMENT ARRANGEMENTS

It is understood that, in accordance with prior practice, during the Closing Period, Scott Thon, as CEO of the Operating Entities, shall continue to participate in corporate governance activities of SNC-Lavalin Group Inc. and its Affiliates, and that such activities are deemed not to be secondment arrangements for the purpose of Section 5.5 (i) of the Agreement, provided that such participation shall not materially interfere with the performance of Mr. Thon's duties as CEO of the Operating Entities.

SECTION 7.1 (c) REQUIRED CONSENTS

The Consents required under the following Contracts:

- Amended and Restated Credit Agreement dated as of December 14, 2011, among AIML, in its capacity as general partner of AILP (as borrower), AIML (as general partner), Royal Bank of Canada (as administrative agent of the lenders, and as lender), RBC Capital Markets (as sole lead arranger and sole bookrunner), Bank of Montreal (as documentation agent) and all other lenders which become parties thereunder (as lenders), as amended, restated, supplemented or otherwise modified from time to time.
- Third Amended and Restated Credit Agreement dated as of December 19, 2013, among ALP, (as borrower), AML (as general partner), The Bank of Nova Scotia as Administrative Agent of the Lenders, Co-Lead Arranger and Co-Bookrunner, Royal Bank of Canada as Syndication Agent, Co-Lead Arranger and Co-Bookrunner, and The Bank of Montreal and National Bank of Canada as Co-Documentation Agents and The Bank of Nova Scotia, Royal Bank of Canada, The Bank of Montreal, National Bank of Canada, The Toronto-Dominion Bank and Alberta Treasury Branches, and all other lenders which from time to time become parties hereunder as Lenders.
- Credit Agreement dated as of December 19, 2013, among, *inter alios*, SNC-Lavalin Group Inc. (as borrower), Bank of Montreal (as administrative agent) and the lenders parties thereto, as lenders, as amended, restated, supplemented or otherwise modified from time to time.
- Lease dated April 30, 2012 between 2767 – 2nd Avenue Portfolio Inc. (as landlord) and ALP, by its general partner, AML (as tenant) for the premises located at 2700 – 3rd Avenue South East, Calgary, Alberta. Reference is made to the disclosures relating to these premises in Section 3.22 of the Disclosure Schedule.
- Lease dated August 29, 2008 between Artis Interplex II Ltd. (as original landlord) and ALP, on its behalf by its general partner, AML (as tenant), as amended by a Lease Expansion and Amending Agreement dated May 26, 2009 between Opus (Interplex II) Ltd. (as second landlord – which is the successor in interest to the original landlord) and the tenant; as further amended by a Second Lease Expansion and Amending Agreement dated as of November 15, 2009 between the second landlord and the tenant; as further amended by the Third Lease Expansion and Amending Agreement dated as of April 13, 2010 between the Third Avenue Building Calgary GP Ltd. in its capacity as general partner of Third Avenue Building Calgary Limited Partnership (as third landlord – which is the successor in interest to the second landlord effective March 1, 2010) and the tenant; as further amended by a Lease Amending and License Agreement (Pathway License) dated as of December 20, 2010 between third landlord and the tenant; for the premises located at 2535 – 3rd Avenue South East, Calgary, Alberta.

SECTION 7.1 (d)

REQUIRED AUTHORIZATIONS

- AUC Approval
- Investment Canada Act Approval
- Competition Act Approval