



CERTIFICATE OF FINAL INSPECTION AND ACCEPTANCE

PROJECT NAME: Mary River Project
PROJECT NUMBER: CT-000071 DATE: 7/29/14
OWNER: Baffinland Iron Mine Corporation
LOCATION: Land Farm and Snow Containment connected.

SCOPE OF INSTALLATION(S): THE WORK

Installation of Geo-textile, two layers of underlay and two over lay.
Installation of Geo-membrane, welded and tested 100% complete.
Land Farm - Liner - 12862.2m² / textile - 51448.8m²
Snow Containment - Liner - 3000m² / textile - 12000m²

Part 1 – LAYFIELD ENVIRONMENTAL SYSTEMS LTD.

I, Thomas Wheeler, a duly appointed representative of Layfield Environmental Systems Ltd. (LESL), have visually observed the installations (as outlined above), and have found the Work to be complete and free of defects and declare that the Work was completed in accordance with the project specifications, Layfield Environmental Systems' QC program and the terms and conditions of the contract.

Layfield Environmental Systems Representative:

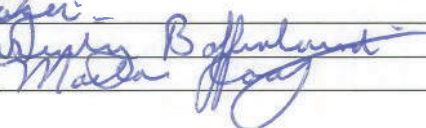
Name: Thomas Wheeler
Title: QC Technician
Date: 7/29/14 Signature: 

Part 2 – OWNER (or Representative)

I, Marlon Coahly, a duly appointed representative of Hatch
representing Baffinland, do hereby take over and accept the installation(s) described above, and confirm that the work has been completed in accordance with the project specifications and the terms of the conditions of the contract.

I have evaluated and measured the work together with the Layfield Environmental Systems representative, and agree that the measurements shown are both true and correct, and that the installation has met our approval.

Owners Representative:

Name: Marlon Coahly
Title: Construction Manager
Company: Hatch representing Baffinland
Date: Aug 03/2014 Signature: 

Comments: _____

LAYFIELD CANADA LTD.
Unit 2 – 117 Basaltic Road Vaughan, ON Canada

Phone: (905) 761 9123
Fax: (905) 761 -0035
Toll Free: 1 888 436 4273

Web: www.layfieldgroup.com
E-Mail: info@layfieldgroup.com

INSTALLATION WARRANTY

Layfield Reference No. : (Job #) **CT000071**

LAYFIELD CANADA LTD. (LAYFIELD) hereby warrants to Baffinland Iron Mine; (the Customer) that the work performed by LAYFIELD on the Installation described as **H349000/CC004 HDPE Liner Installation**, covering the Anmar Maintenance Pad, Ruskin Shop Pad, Landfarm (FBS 2.1.2), Snow Containment (FBS 2.1.2), Sediment Pond and Sediment Stockpile (FBS 2.1.4), Hazardous Waste Containment Areas North (FBS 2.1.1) and Hazardous Waste Containment South (FBS 2.1.3) will:

1. Meet the field seam specifications set out in the contract between LAYFIELD and the Customer (as amended by LAYFIELD's quotation), all workmanship to meet the requirements of LAYFIELD's Field Installation Quality Assurance program, and be free of defects at the time of completion of the Installation; and
2. Be free of installation defects from the date of the completion of the Installation (August 10, 2014), for a period of two (2) years so long as the completed Installation is used for the purposes and in the manner for which the Installation was designed.

Should damage or defects within the scope of the aforesaid warranties occur, LAYFIELD shall repair the damage or defects, PROVIDED THAT the area to be repaired must first be made ready by the Customer and be in a clean, dry, unencumbered condition, free from all water, soil, sludge, residuals, and liquids of any kind.

To enable LAYFIELD to investigate and determine the cause of any alleged damage or defect, notice and details of any claim hereunder must be presented in writing to LAYFIELD within thirty (30) days after the alleged damage or defect was first noticed or observed. Failure to provide such notice and details shall invalidate all warranties provided hereunder.

The liability of LAYFIELD under the aforesaid warranties are subject to the following conditions:

- a. LAYFIELD's only obligation shall be to repair or replace any defective workmanship and in no event shall LAYFIELD be liable for any amount in excess of the cost of the Installation;
- b. No allowance will be made for repairs, replacements or alterations made by the Customer unless with the prior written consent of LAYFIELD;
- c. The warranties hereunder extend only to the Customer and are not transferable;
- d. The warranties hereunder shall not apply to any damage or defects resulting from misuse, mechanical abuse by machinery, equipment or persons, excessive pressures or stresses, exposure of the completed Installation of harmful chemicals, unusual weather conditions, casualty catastrophe such as (but not limited to) earthquake, flood, hail, tornado, or any other act of God;
- e. Under no circumstances shall LAYFIELD be liable for any special, direct, indirect, or consequential damages including the loss of use of the Installation howsoever caused;
- f. The warranties hereunder are given in lieu of all other warranties, express, implied, statutory, or otherwise, and the Customer expressly waives all other warranties and claims whatsoever except those specifically given herein, and the Customer acknowledges that the warranties hereunder are accepted in preference to and to the exclusion of any or all other warranties; and
- g. An Installation Warranty will not be provided for lining projects unless the installation is completed by LAYFIELD personnel or designated LAYFIELD subcontractors.

LAYFIELD CANADA LTD.


Ryan Parish, Projects & Operations Manager

HATCH		VENDOR DATA REVIEW	
Doc Number	E349000-CC004-02-198-0001-010	Sub	01
Date Received			
Review Grade		Next Submittal Status	
<input type="checkbox"/> C1 – Proceed to next submission & status		<input type="checkbox"/> Internal Review <input type="checkbox"/> Certified Final <input type="checkbox"/> Final <input type="checkbox"/> Not Built	
<input type="checkbox"/> C2 – Proceed with exceptions as noted to next		Next Submittal Date:	
<input type="checkbox"/> C3 – Do not proceed, revise as noted & resubmit			
<input type="checkbox"/> C4 – No further submission required - Cancelled		<input type="checkbox"/> No further submission required - Complete <input type="checkbox"/> No further submission required - Superseded	
Package Coordinator: Name, signature and Date:			
<small>REVIEWED ONLY FOR GENERAL CONFORMITY WITH THE SPECIFICATIONS. ACCEPTANCE BY THE ENGINEER DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED ON THIS DRAWING/DOCUMENT IS EITHER ACCURATE OR COMPLETE. THE SOLE RESPONSIBILITY FOR CORRECT DESIGN, DETAILS & DIMENSIONS SHALL REMAIN WITH THE PARTY SUBMITTING THE DRAWING/DOCUMENT.</small>			

Appendix B: As-Built Drawings

- B.1** H349000-2550-10-042-0001 Rev00: Milne Inlet Landfarm Design Plan and Layout As Built **[1 page]**
- B.2** H349000-2550-10-042-0002 Rev00: Milne Inlet Landfarm Design Sections As Built **[1 page]**