



AMENDING AGREEMENT

THIS AMENDING AGREEMENT NUMBER 6 is made as of the 1st day of November, 2013,

BETWEEN:

NALCOR ENERGY, a body corporate constituted pursuant to the Energy Corporation Act, S.N. 2007, c. E-11.01 and having its head office at the City of St. John's, Province of Newfoundland and Labrador, (hereinafter referred to as "**Company**") of the first part,

- and -

SNC-LAVALIN INC., a body incorporated under the laws of Canada and having its head office in the City of Montreal, Province of Quebec (hereinafter referred to as "**Consultant**") of the second part.

WHEREAS an Agreement Number LC-G-002 entitled Engineering, Procurement and Construction Management (EPCM) Services (hereinafter called the "Agreement") dated 1st day of February, 2011 was entered into between Company and Consultant;

AND WHEREAS the parties wish to amend the Agreement as hereinafter set forth in this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that, in consideration of the premises and mutual covenants and agreements hereinafter set forth and contained, the parties hereto agree that the Agreement be amended as follows:

1. In Exhibit 4, Section 4.3.3 – Office Facilities and Services for Company and Company Appointed Third Parties, the following new Section 4.3.3.1 is hereby added:

"4.3.3.1 Project Office Annex Area Lease Extension

Notwithstanding the provisions of Section 4.3.3 above, in the case of the 17,000 square feet Project Office annex area and for the period from 1 November 2013 to 30 April 2014, Company will reimburse Consultant the actual lease extension cost plus operating and maintenance costs for this office area as follows:

Lease Cost (17,000 ft² X [REDACTED] /yr X 0.5 yr)
Operating and Maintenance Costs
Total Cost

[REDACTED]

Monthly Billing Rate [REDACTED] (6 months)

[REDACTED]

For the avoidance of doubt, during the lease extension period the [REDACTED] per office / work station per month rate set out in Section 4.3.3 above shall not be payable by Company to Consultant for any offices and work stations in this area. Furthermore, in the event that there are Consultant Personnel located in this area that could not be otherwise accommodated in empty offices or work stations in the main Project Office area, Consultant shall credit to Company [REDACTED] month for each such Consultant person for the duration of the lease extension period."

2. This Amending Agreement shall be effective from the date hereof and shall remain in full force and effect from such date.
3. This Amending Agreement is supplementary to the Agreement and is read with and construed in accordance with the Agreement, as if this Amending Agreement and the Agreement, as amended, constitute one (1) agreement.
4. Except as this Amending Agreement otherwise provides, the Agreement, as previously amended, is in all respects ratified and confirmed and all terms, provisions and covenants thereof shall remain in full force and effect.
5. This Amending Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this Amending Agreement as of the day and year first above written.

NALCOR ENERGY

Per: 

Title: Supply Chain Manager

Per: 

Title: General Project Manager

SNC-LAVALIN INC.

Per: 

Title:  SLI Senior Manager

Execution Page to an Amending Agreement between Nalcor Energy and SNC-Lavalin Inc. and dated as of the 1st day of November, 2013.