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Rec. No.: L010-S011-200-170331-00240

22-May-2014

SNC-Lavalin Inc.
350 Torbay Road, Suite 2
St. John's, NL A1A 4E1

Attention: Mr. David Haley

**Subject: Lower Churchill Phase 1 Development
Agreement LC-G-002
Engineering, Procurement and Construction Management (EPCM) Services

2014 Rate Adjustments for CSR and RSR increase**

Dear David:

We refer to your correspondence S011-L010-200-170330-00228 dated 24 April, 2014, regarding the proposed rate adjustments for Computer Services Rate (CSR) and Reproduction Services Rate (RSR).

Company hereby approves the proposed rate increases. We have prepared Amending Agreement No. 8 to incorporate the revised rates into the Agreement, effective 06 March 2014. Please note that these rates may require further review and adjustment following conclusion of other ongoing Agreement amendment discussions.

Duplicate originals of the Amending Agreement, which have been signed on behalf of Lower Churchill Management Corporation, are attached hereto. Please sign both documents, return one fully executed original and retain the second original for your files.

In addition, as per the process previously agreed, please submit a revised PAA rate schedule in native format incorporating the above noted rate increases as well as the 2014 salary adjustments in accordance with the maximum average base rate increase of 3.25% approved in our Letter No. L010-S011-200-170331-00237.

Mr. David Haley
SNC Lavalin Inc.
20-May-2014

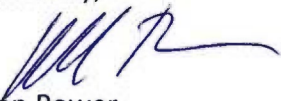
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This correspondence is sent on behalf of:

Lower Churchill Manangement Corporation

Re: Lower Churchill Project
350 Torbay Road, Suite 2
St. John's, NL A1A 4E1

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ron Power', is written over the word 'Sincerely,'.

Ron Power
General Project Manager

CH/ch

cc: John Skinner, Lance Clarke, Clarence Hewitt

AMENDING AGREEMENT

THIS AMENDING AGREEMENT NUMBER 8 is made as of the 6th day of March, 2014,

BETWEEN:

Lower Churchill Management Corporation, a body corporate constituted pursuant to the *Corporations Act*, RSNL 1990, c. C-36, as amended, 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 Nalcor Energy and Consultant;

AND WHEREAS all of Nalcor Energy's right, title and interest in the Agreement and all the benefits and advantages derived therefrom was assigned by Nalcor Energy to Lower Churchill Management Corporation on November 29, 2013;

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. The Computer Services Rate (Fixed Rate) table contained in Exhibit 4, Section 4.3.2.4 is hereby deleted and replaced with the following:

Office Location	Rate
All locations other than Site / Field offices	
Site / Field office (Company supplied hardware)	

2. The Reproduction Services Rate (Fixed Rate) table contained in Exhibit 4, Section 4.3.2.5 is hereby deleted and replaced with the following:

Office Location	Rate		
Project office –St. John's			
Site / Field office			
All other locations			

3. This Amending Agreement shall be effective from the date hereof and shall remain in full force and effect from such date.

4. 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.

5. 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.

6. 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.

LOWER CHURCHILL MANAGEMENT CORPORATION

Per:

Title: Supply Chain Manager

Per:

Title: General Project Manager

SNC-LAVALIN INC.

Per:

Title:

Execution Page to an Amending Agreement between Lower Churchill Management Corporation and SNC-Lavalin Inc. and dated as of the 6th day of March, 2014.

AMENDING AGREEMENT

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BETWEEN:

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LOWER CHURCHILL MANAGEMENT CORPORATION

Per:

Title: Supply Chain Manager

Per:

Title: General Project Manager

SNC-LAVALIN INC.

Per:

Title:

Execution Page to an Amending Agreement between Lower Churchill Management Corporation and SNC-Lavalin Inc. and dated as of the 6th day of March, 2014.