



Lower Churchill Management Corporation
Lower Churchill Project Operations Office
350 Torbay Road, Suite 2
St. John's, NL Canada A1A 4E1

Rec. No.: L010-S011-200-170331-00295

24 April 2017

SNC Lavalin Inc.
1801 McGill College Avenue, 12th Floor
Montreal, Quebec, Canada
H3A 2N4

Attention: Mr. Joe Leone

**Subject: Lower Churchill Phase 1 Development
Agreement LC-G-002
PM+ Access – Amending Agreement No. 11**

Dear Joe,

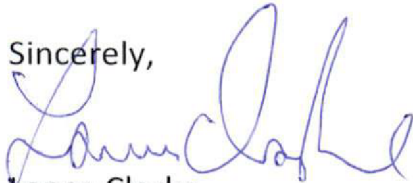
We refer to discussions at the meeting on 22 February 2017, between Consultant and Company representatives; regarding PM+ access for Company Personnel. In accordance with earlier discussions, since August 2015 Consultant has provided a number of Company Personnel with access to its PM+ software at a rate of [REDACTED] per person per month. As agreed, commencing 1 January 2017 Consultant will provide fifty (50) PM+ user licenses to Company for which Company will pay Consultant a license fee of [REDACTED] per year.

Company will provide Consultant with an initial list of Company Personnel requiring PM+ access as of 01 January 2017. Subject to the maximum limit of 50 user licenses, Company shall have the right to revise and reissue the list on a month to month basis to accommodate operational requirements and mobilization/demobilization of Company Personnel. Consultant shall add or remove PM+ user access to coincide with such revised list(s).

Mr. Joe Leone
PM+ Access – Amending Agreement No. 11
24 April-2017

In connection with the above, we have prepared a revised Amending Agreement (AA) No. 11 to incorporate the PM+ access requirements in the Agreement. The AA, which has been signed on behalf of Lower Churchill Management Corporation, together with the initial list of Company Personnel requiring PM+ access, is attached hereto. Please sign the AA and return one fully executed copy for our records.

Sincerely,



Lance Clarke
Company Representative
Project Delivery Team – Lower Churchill Project

cc: Ron Power
Paul Harrington
Pat Hussey
John Skinner
Clarence Hewitt

AMENDING AGREEMENT

THIS AMENDING AGREEMENT NUMBER 11 is made as of the 01st day of August, 2015.

B E T W E E N:

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 have previously agreed the constitution of a Project Delivery Team to provide Procurement Services, Construction Management Services and other project management services for the Project. The Project Delivery Team consists of representatives of Company, personnel assigned by Consultant as may be requested by Company, and third parties nominated by Company;

AND WHEREAS to effectively and efficiently perform their duties, a number of Company representatives and third parties appointed by Company require access to Consultant's PM+ computer software program;

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. Consultant hereby agrees to provide access to its PM+ project management software ("PM+") to Company Personnel as and when required by Company, all as set out below.
2. In Exhibit 4, Section 4.3.4 – Miscellaneous Reimbursable Items is hereby deleted and replaced with the following new Section 4.3.4:

"4.3.4. PM+ Access

Consultant shall provide access to its PM+ project management software to Company Personnel requiring such access as advised by Company. Any training services provided by Consultant shall be charged to Company as per the terms of the Agreement.

Company shall compensate Consultant for such PM+ access at the following rates:

For the Period 01 August 2015 to 31 December 2016

██████████ per person per month

The above rate will be multiplied by the number of Company Personnel having access to PM+ during the month in question to arrive at the total amount to be invoiced by Consultant to Company for PM+ access for that month.

Commencing 01 January 2017

██████████ per year for 50 PM+ user licenses

The above annual amount will be invoiced in twelve (12) equal installments of ██████████ per month. Such amount will be included in the regular advance funding requests submitted in accordance with Exhibit 4, Section 4.7. The Parties shall complete a reconciliation with respect to the rates paid for the PM+ services for the above time periods to ensure that the correct rates have been applied. Based on the reconciliation, debits and/or credits may be applied, as applicable.

The initial list of Company Personnel requiring PM+ access on 01 January 2017 has been provided by Company to Consultant and is attached hereto as Attachment 1. Subject to the maximum limit of 50 users, Company shall have the right to revise and reissue the list on a month to month basis to accommodate operational requirements and mobilization/demobilization of Company Personnel. Consultant shall add or remove PM+ access to users to coincide with such revised list(s).

Company shall ensure that its Personnel are adequately trained in the use of PM+ and shall designate one (1) employee as a super user/administrator. In the event

Company requires more than fifty (50) user licenses, Company shall request such additional user license from Consultant on such terms as mutually agreed to by the Parties.

In addition, Company may at its sole discretion cancel this requirement upon giving written notification to Consultant."

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: Deputy Project Director - Generation

SNC-LAVALIN INC.

Per: 

Title: Senior VP + General Manager

Execution Page to an Amending Agreement between Lower Churchill Management Corporation and SNC-Lavalin Inc. and dated as of the 01st day of August, 2015.