

**AMENDING AGREEMENT NUMBER 1**

**THIS** Amending Agreement #1 is made as of the 27th day of June, 2017.

**BETWEEN:**

**LABRADOR-ISLAND LINK LIMITED PARTNERSHIP**, a limited partnership formed pursuant to the laws of the Province of Newfoundland and Labrador, Canada, represented by its general partner, Labrador-Island Link General Partner Corporation (hereinafter referred to as "**Company**");

- and -

**VALARD CONSTRUCTION LP**, a limited partnership formed under the laws of the Province of Alberta, represented by its general partner, Valard Construction 2008 Ltd. (hereinafter referred to as "**Contractor**").

**WHEREAS** an Agreement Number CT0327 entitled Civil Works Agreement – Construction of 350kV HVdc Transmission Line (hereinafter called the "CT0327") dated 8 August 2014, was entered into between Company and Contractor;

**AND WHEREAS** Company has considered the value of cable installation work performed to date and is prepared to provide an advance payment for such work;

**NOW THEREFORE THIS AMENDING AGREEMENT #1 WITNESSES** that, in consideration of the premises and mutual covenants and agreements hereinafter set forth and contained, the Parties agree as follows:

1. Company shall pay Contractor an advance lump sum payment in the amount of Forty Million Canadian Dollars (\$40,000,000 CDN) (the "Advance Amount") on or before June 30, 2017. Contractor shall issue to Company an invoice on or before June 29, 2017 for the Advance Amount.
2. Company shall recover all of the Advance Amount from Payment Certificates in equal amounts of Ten Million Canadian Dollars (\$10,000,000 CDN) commencing with the Payment Certificate for the month on August, 2017, and continuing for each month thereafter until all of the Advance Amount is fully repaid.
3. Contractor shall be in default, and immediately repay all of the Advance Amount (or the outstanding balance thereof, as the case may be) to Company, upon any of the following events:
  - (a) Contractor's failure to repay the Advance Amount in accordance with paragraph 2;

- (b) any of the events described in Articles 24.1(e), (f), (g), (i), (j), (k) and (l) of CT0327.
4. Notwithstanding the provisions in Articles 24.2 and 24.3 of CT0327, Contractor shall have no right to rectify or cure any default under paragraph 3, and Company shall have the right to give Notice of the default immediately or at any time after the default to Contractor and any guarantor or surety, and the right, at Company's election, to exercise any or all of the following remedies at any time without further notice:
- (a) terminate, in whole or in part, the rights or obligations of Contractor under CT0327 and this Amending Agreement #1;
- (b) call upon and receive payment from the securities provided by Contractor in accordance with Article 7 of CT0327.
5. In the event Company exercises the remedies in paragraphs 4(a) and (b), such exercise shall be deemed to be a termination of CT0327 for the purposes of Article 24.13 of CT0327.
6. For greater certainty, during the currency of this Amending Agreement #1, Article 24 of CT0327 is amended by the addition of the default provisions in paragraphs 3 to 5 inclusive but otherwise remains unchanged and of full force and effect. In the event of any inconsistency between paragraphs 3 to 5 inclusive and Article 24 of CT0327, the provisions of paragraphs 3 to 5 shall prevail.
7. This Amending Agreement #1 shall be effective from the date hereof and, unless subsequently amended.
8. Unless otherwise defined, all capitalized terms and expressions used herein shall have the meaning respectively ascribed thereto in CT0327. Unless otherwise stated, references to a paragraph number are references to that numbered paragraph in this Amending Agreement #1.
9. This Amending Agreement #1 is supplementary to CT0327 and is read with and construed in accordance with CT0327, as the case may be, as if this Amending Agreement #1 and CT0327, as amended, constitute one (1) agreement.
10. Except as this Amending Agreement #1 otherwise provides, CT0327 is in all respects ratified and confirmed and all terms, provisions and covenants thereof shall remain in full force and effect.
11. This Amending Agreement #1 shall be binding upon and enure to the benefit of each of the Parties and their respective successors and assigns.

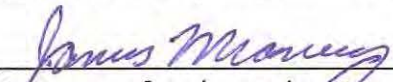


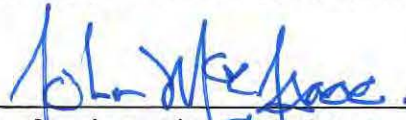


- 12. Notwithstanding execution of this Amending Agreement #1 by the Parties, this Amending Agreement #1 shall be subject to and conditional upon all written consents from parties to the LCP financing agreements that are required by the terms of those agreements.
- 13. This Amending Agreement #1 may be executed in any number of counterparts and any Party may transmit by facsimile or email in portable document format to the other Party a copy of this Amending Agreement #1 executed by that Party, the receipt of which shall have the same force and effect as if the original thereof had in fact been delivered at the same time. Any original, facsimile copy, portable document format or photocopy of this Amending Agreement #1 bearing one or more signatures on behalf of a Party shall be admissible against that Party in any legal proceeding as evidence of the execution and delivery of this Amending Agreement #1 by that Party and without the requirement to produce an executed original of this Amending Agreement #1.
- 14. Each person signing this Amending Agreement #1 as an authorized representative of a Party hereby represents and warrants that he or she is duly authorized to sign this Amending Agreement #1 for that Party and that this Amending Agreement #1, upon having been so executed, shall be binding on that Party in accordance with its terms.

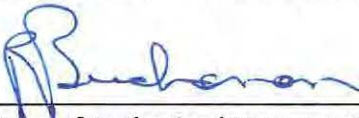
IN WITNESS WHEREOF the Parties hereto have executed and delivered this Amending Agreement #1 as of the day and year first above written.

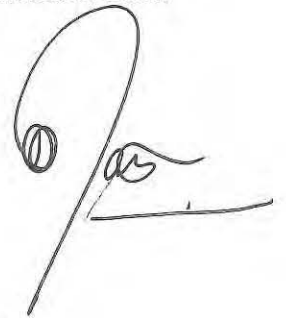
For and on behalf of Labrador-Island Link Limited Partnership, represented by its general partner Labrador-Island Link General Partner Corporation

  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 James Meaney  
 \_\_\_\_\_  
 Name of Authorized Representative

  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 John MacIsaac  
 \_\_\_\_\_  
 Name of Authorized Representative

For and on behalf of Valard Construction LP, by its general partner Valard Construction 2008 Ltd.

  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 R. Buchanan, CFO.  
 \_\_\_\_\_  
 Name of Authorized Representative



Execution Page to an Amending Agreement #1 between Labrador-Island Link Limited Partnership and Valard Construction LP dated as of June 27, 2017.

