

AMENDING AGREEMENT

THIS AMENDING AGREEMENT NUMBER 2 is made as of the 2nd of September, 2015.

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**") of the first part;

- and -

ALSTOM GRID CANADA INC., a body incorporated under the laws of the Province of Quebec and having its head office in the City of La Prairie in the Province of Quebec (hereinafter referred to as "**Contractor**") of the second part.

WHEREAS an Agreement Number CD0501-001 entitled "Supply and Install Agreement Converter Stations and Transition Compounds" (hereinafter called the "Agreement") dated 31st day of March 2014 was entered into between Company and Contractor;

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. Article 17.1 of the Articles to the Agreement is deleted in its entirety and replaced as follows:

17.1 Contractor agrees that for a period the later of three (3) years following the date shown for Substantial Completion on the Substantial Completion Certificate or forty eight (48) months from the date of final delivery of the last major material identified in the Terms of Payment, Main Equipment List, set out in Exhibit 2 – Compensation, ("Warranty Period") it shall at its own expense promptly:

(a) correct any Work which is not in accordance with this Agreement;

- (b) rectify and make good or cause to be rectified and made good all Defects in the Work which are detected and discovered; and
- (c) have available at the Worksites or at a proximate location to the Worksites all necessary equipment, spare parts and labour to comply with the foregoing obligations.

2. Section 12.2 of Exhibit 2-Compensation is deleted in its entirety and replaced as follows:

12.2 Contractor shall pay Company liquidated damages in Canadian dollars as identified below per instance if Contractor replaces Key Personnel without following the requirements in Section 12.1. Such amount is agreed as a genuine pre-estimate of the disruptive effect on the Work due to Contractor’s withdrawal of individual Key Personnel. This provision shall not limit Company’s other rights under the Agreement in the event of recurrent unauthorized withdrawal of Key Personnel by Contractor.

Key Personnel:

POSITION DESCRIPTION (TITLE)	LIQUIDATED DAMAGES	NAME
LCP Project Director	1,000,000.00 CAD	Thierry Martin
HVdc Project Director	500,000.00 CAD	Cyrille Boussuge
Lead Technical Project Director	500,000.00 CAD	Eric Guimond
Planning PM	250,000.00 CAD	Myrtelle Chery
EHS Manager	250,000.00 CAD	Josiane Kratzenberg
Quality Manager	250,000.00 CAD	Andrei Topa
HVDC PM	500,000.00 CAD	Alex Ison
HVdc BOP PM	250,000.00 CAD	Cedric Mesnard
Construction PM	500,000.00 CAD	Antoine Tabet
Site Manager – Muskrat Falls	250,000.00 CAD	Gregory MacPhee
Site Manager – Soldiers Pond	250,000.00 CAD	Ashraf Habib Sefin
Commissioning Manager (On- Load)	500,000.00 CAD	TBN 9months prior to completion of static checks

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 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.

Labrador-Island Link Limited Partnership
By its general partner Labrador-Island Link
General Partner Corporation

Alstom Grid Canada Inc.

Per: Paul Kennedy for P. Hussey
Title: SUPPLY CHAIN MANAGER

Per: [Signature]
Title: LEP Project Director
[Signature]

Per: Gilbert Bennett
Title: Gilbert Bennett, P.Eng.
Vice President

Execution Page to an Amending Agreement between Labrador-Island Link Limited Partnership and Alstom Grid Canada Inc. and dated as of the 2nd day of September, 2015.