



AMENDING AGREEMENT

THIS AMENDING AGREEMENT NUMBER 1 is made as of the 5th day of December, 2008

B E T W E E N:

NEWFOUNDLAND AND LABRADOR HYDRO, a body corporate existing pursuant to the Hydro Corporation Act, RSNL 1990 Chapter H-16 and having its head office at St. John's, in the Province of Newfoundland and Labrador, (hereinafter referred to as "**Hydro**") of the first part,

- and -

RJP SERVICES INC., a body incorporated under the laws of the Province of Newfoundland and Labrador and having its head office in the City of St. John's in the Province of Newfoundland and Labrador (hereinafter referred to as "**Contractor**") of the second part.

WHEREAS an Agreement Number 15436-OB entitled "Professional Services " (hereinafter called the "Agreement") dated 21st day of January 2008 was entered into between Hydro 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 6 to the Agreement is hereby deleted, and replaced by the following.

Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the 21st day of January, 2008 (hereinafter called the "Effective Date"), and shall expire on the 30th June, 2009 (hereinafter called the "Expiry Date"). Agreement Term may be extended as mutually agreed in writing

2. Appendix B – Compensation – Clause 2.0 Personnel 2nd paragraph is hereby deleted in its entirety, and replaced by the following .

The Day Rate is based on eight (8) working hours per day (8:00 AM – 5:00 PM), including casual overtime. Approved overtime worked on weekends and statutory holidays will be billed at a prorated day rate to a maximum of the Day Rate, no overtime or premium rates shall apply. Overtime hours shall be pre-approved by Hydro.

3. Appendix B – Compensation – Clause 5.0 is added

5.0 Escalation

At the discretion of Hydro, day rates will be subject to consideration of escalation annually in accordance with the percentage of change in the “Consumer Price Index (CPI) – All-Items, Newfoundland and Labrador” over the previous year. If Hydro grants escalation in a given year, it shall in no case be less than 1% or greater than 5% and shall be applied on the anniversary date of the agreement.

4. Appendix C – Personnel – Table 1 is hereby deleted in its entirety and replaced by the following Table 1.

Table 1

Name	Role	Start Date	End Date
Ronald Power		21 January 2008	30 June 2009

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

6. 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.

7. 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.

8. 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.

NEWFOUNDLAND AND LABRADOR HYDRO

Per:

Title:

RJP SERVICES INC..

Per:

Title:

Execution Page to an Amending Agreement between Hydro and RJP Services Inc. and dated as of the 5th day of December, 2008.