

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 13th day of June, 2008 (the “**Effective Date**”) among Heartland Transmission Management Ltd., a corporation incorporated under the laws of the Province of Alberta, as General Partner, (the “**General Partner**”) and AltaLink Heartland Holdings, L.P. (“**AltaLink Heartland**”) and EPCOR Transmission Development (Heartland) Limited Partnership (“**EPCOR Heartland**”), as Limited Partner (as defined herein) (the General Partner and the Limited Partners are sometimes referred to herein individually as a “**Partner**” and collectively as the “**Partners**”).

RECITALS:

A. Pursuant to a Limited Partnership Agreement between the Partners dated the 7th day of March, 2008, (the “**Limited Partnership Agreement**”), the Partners have agreed to amend the Limited Partnership Agreement, all subject to the terms and conditions set forth in the Limited Partnership Agreement.

B. The parties wish to clarify their respective obligations under the Limited Partnership Agreement.

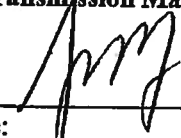
NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

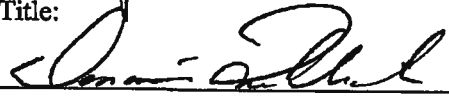
1. Unless otherwise defined, all capitalized terms in this Amending Agreement shall have the meanings given them in the Limited Partnership Agreement.
2. The Limited Partnership Agreement is hereby amended as follows:
 - (a) Section 4.01(b) is deleted in its entirety and the following inserted in its place:
 - “(b) If any Limited Partner, or Affiliate thereof, has made Pre-Effective Date Expenditures, such Limited Partner shall have the right within one hundred and twenty (120) days of the date the Alberta Utilities Commission approves exemptive relief from both AltaLink Management Ltd.’s and EPCOR Distribution & Transmission Inc.’s Inter-Affiliate Codes of Conduct (whichever is later), to request the General Partner to approve such Pre-Effective Date Expenditures. If, prior to the Effective Date, a Limited Partner (or its Affiliates) has been partially reimbursed by the other Limited Partners, (or their Affiliates) for a Pre-Effective Date Expenditure, then (a) only the unreimbursed portion thereof shall constitute a Pre-Effective Date Expenditure as to the Limited Partner that incurred it, and (b) the reimbursement paid by each other Limited Partner (or their Affiliates) shall constitute a Pre-Effective Date Expenditure as to such reimbursing Limited Partner.”

- 3. This Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
- 4. Except to the extent that it is amended by this Agreement, the Limited Partnership Agreement shall remain in full force and effect, and all of the terms and conditions set forth in the Limited Partnership Agreement shall apply under this Agreement.

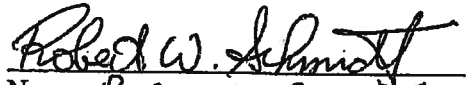
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written by their duly authorized representatives in that behalf.

**GENERAL PARTNER:
Heartland Transmission Management Ltd.**

Per: 
Name:
Title:

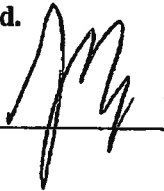
Per: 
Name:
Title:

**LIMITED PARTNERS:
AltaLink Heartland Holding, L.P., by its
General Partner, AltaLink Investment
Management Ltd.**

Per: 
Name: ROBERT W. SCHMIDT
Title: VP FINANCE

Per: _____
Name:
Title:

**EPCOR Transmission Development
(Heartland) Limited Partnership, by its
General Partner, EPCOR Transmission
Operations Ltd.**

Per: 
Name:
Title:

Per: _____
Name:
Title: