

**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
AMENDMENT AGREEMENT**

This **AMENDMENT AGREEMENT** is entered into as of the 1st day of April, 2006,

AMONG:

ACCENTURE BUSINESS SERVICES GENERAL PARTNER INC., a corporation organized under the laws of Canada,

(“**Servco**”)

AND:

ACCENTURE INC., a corporation incorporated under the laws of Ontario,

(“**Accenture**”)

AND:

BCH SERVICES ASSET CORP., a company organized under the laws of British Columbia,

(“**Newco**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation organized under the laws of British Columbia.

(“**BCH**”)

(collectively, the “**Parties**”)

BACKGROUND:

A. The Parties have entered into an Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership made as of January 31, 2003 (the “**LPA**”), which created Accenture Business Services of British Columbia Limited Partnership (“**ABS Partnership**”).

B. ABS Partnership, Servco and BCH have entered into a Master Services Agreement (the “**MSA**”) made as of January 31, 2003, as amended by the Amended and Restated Master Services Agreement (the “**AMSA**”) of even date herewith.

C. The Parties wish to amend the LPA to reflect and accommodate various amendments incorporated into the AMSA in accordance with the terms and conditions set out in this Amendment Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to amend the LPA as follows:

1. **Definitions:** Except as otherwise provided, terms used in this Amendment Agreement that are defined in the LPA shall have the meaning given those terms in the LPA.
2. **Exhibits and Schedules:** In the list of Exhibits and Schedules, the phrase “SCHEDULE 17.1(A) Partnership Managed Newco Agreement” is added as a new line between “SCHEDULE 16.2(B)” and “SCHEDULE 17.1(C)”.
3. **Definitions – Section 1.1(a):** The definition of:
 - (a) “Fiscal Year” is amended by deleting the phrase “December 31” and replacing it with “August 31”; and
 - (b) “Master Services Agreement” is amended by inserting the following phrase at the end of the sentence:

“; as amended from time to time.”
4. **Authority of the General Partner – Section 3.1:** The first sentence of the last paragraph of Section 3.1 of the LPA is amended by deleting the phrase “, including those necessary to effect the “Financing,” as such term is defined in the Master Services Agreement”.
5. **Distributions to Class A Partners – Section 9.1:**
 - (a) The phrase “[Redacted] of each Fiscal Year of the Partnership” in the first line of Section 9.1(a) is deleted and replaced with “[Redacted] of each calendar year”.
 - (b) The phrase “April 30 of each year” in the first line of Section 9.1(d) is deleted and replaced with “the last day of February of each calendar year”.
6. **Dispute Resolution – Schedule 15.2:** Schedule 15.2 of the LPA is replaced in its entirety with a revised Schedule 15.2 in the form attached hereto as Appendix A.
7. **Partnership-Managed Newco Agreements – Section 17.1:** The second sentence of Section 17.1(a) is amended by deleting the period at the end of the sentence and inserting the following language:

“, subject to the terms and conditions set forth in Section 3.4(c) of Schedule 10.1 of the Master Services Agreement.”
8. **Partnership-Managed Newco Agreements – Schedule 17.1(a):** Schedule 17.1(a) of the LPA is replaced in its entirety with a revised Schedule 17.1(a) in the form attached hereto as Appendix B.
9. **No Other Amendments:** Except as provided in this Amendment Agreement, the LPA is in all other respects ratified and confirmed and shall continue to bind the parties in accordance with its terms, as amended by the terms of this Amendment Agreement.
10. **Binding Effect:** This Amendment Agreement will be binding upon and will enure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.
11. **Counterparts:** This Amendment Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

12. **Governing Law:** This Amendment Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by and on behalf of the Parties hereto as of the day and year first above written.

ACCENTURE BUSINESS SERVICES
GENERAL PARTNER INC.

ACCENTURE INC.

By: _____
Name: William F. Morris
Title: President

By: _____
Name: William F. Morris
Title: President

BCH SERVICES ASSET CORP.

BRITISH COLUMBIA HYDRO
AND POWER AUTHORITY

By: _____
Name: Robert G. Elton
Title:

By: _____
Name: Robert G. Elton
Title: President and Chief Executive Officer

Appendix A

SCHEDULE 15.2

DISPUTE RESOLUTION PROCEDURES

This Schedule 15.2 is an appendix to the Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership, dated as of January 31, 2003 (the “Agreement”). **[Redacted]**

Appendix B

Schedule 17.1(a) to the Limited Partnership Agreement

[Redacted]