

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 18th day of June, 2010.

AMONG:

ARMTEC INFRASTRUCTURE INCOME FUND, a trust established under the laws of the Province of Ontario (the “**Fund**”)

- and -

ARMTEC EXCHANGEABLE PARTNERSHIP, a limited partnership established under the laws of the Province of Ontario

- and -

ARMTEC AEP GP LIMITED, a corporation incorporated under the laws of the Province of Ontario

- and -

ARMTEC INFRASTRUCTURE INC., a corporation incorporated under the laws of the Province of Ontario (“**Armtec Newco**”)

WHEREAS the parties hereto entered into an arrangement agreement dated May 7, 2010 (the “**Arrangement Agreement**”) to propose an arrangement involving the holders of the trust units of Armtec Infrastructure Income Fund and the holders of Class B units of Armtec Exchangeable Partnership;

AND WHEREAS on June 17, 2010, the Fund and Armtec Newco entered into an underwriting agreement providing for the creation, offering and sale by the Fund of 6.50% convertible unsecured subordinated debentures of the Fund (the “**Offered Debentures**”) to a syndicate of underwriters in a public offering (the “**Offering**”) on the terms and conditions set out in such agreement;

AND WHEREAS the parties hereto wish to amend the Arrangement Agreement in accordance with the terms of the Arrangement Agreement;

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. The Arrangement Agreement is hereby amended to add the following covenant of Armtec Newco as subsection (k) of Section 3.2:

“(k) in connection with the Arrangement and in the event that the Fund completes the Offering, as of the Effective Date Armtec Newco will assume all of the covenants and obligations of the Fund under the Offered Debentures and the trust indenture under which the Offered Debentures are created in accordance with the terms and conditions of such trust indenture, including without limitation the Fund’s obligations upon a conversion of Offered Debentures in accordance with the terms thereof. Accordingly, pursuant to such assumption of covenants and obligations by Armtec Newco, upon conversion of an Offered Debenture in accordance with the terms thereof, Armtec Newco will issue to the holder of such Offered Debenture that number of Newco Shares which the holder of such Offered Debenture would have been entitled to receive had it been a holder of the number of Fund Units into which the Offered Debenture was convertible prior to the Effective Date.”
2. Except as and to the extent specifically amended hereby, all terms and conditions of the Arrangement Agreement remain in full force unamended.

3. This Amending Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in Ontario and shall be treated in all respects as an Ontario contract.
4. This Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. No party may assign its rights or obligations under this Amending Agreement.
6. Each party hereto shall, from time to time and at all times hereafter, at the request of any other party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.
7. Time shall be of the essence.
8. This Amending Agreement may be executed in counterparts, in original, facsimile or electronic form, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF this Amending Agreement has been executed and delivered by the parties hereto effective as of the date first above written.

**ARMTEC INFRASTRUCTURE INCOME FUND, by its
administrator ARMTEC LIMITED PARTNERSHIP, by
its general partner ARMTEC HOLDINGS LIMITED**

By: (signed) "James R. Newell"
Name: James R. Newell
Title: Chief Financial Officer

**ARMTEC EXCHANGEABLE PARTNERSHIP, by its
general partner ARMTEC AEP GP LIMITED**

By: (signed) "James R. Newell"
Name: James R. Newell
Title: Chief Financial Officer

ARMTEC AEP GP LIMITED

By: (signed) "James R. Newell"
Name: James R. Newell
Title: Chief Financial Officer

ARMTEC INFRASTRUCTURE INC.

By: (signed) "James R. Newell"
Name: James R. Newell
Title: President and Secretary