CIMFP Exhibit P-00746

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Date: 5/16/2012 12:02:27 PM From: "Bown, Charles W." To: "'plwilson@mhi.ca'"

Subject : letter

Attachment: LEtter to Paul Wilson.doc;

Paul

I've attached a draft letter to define the understandings between Govt, Nalcor and MHI during the work covered under the contract. Please review and comment.

Charles

May 16, 2012

Paul Wilson Manitoba Hydro International Ltd. 211 Commerce Drive Winnipeg, MB R<sub>3</sub>P 1A<sub>3</sub> Canada

## Re: Contract for Services – Review of Muskrat Falls Project and Isolated Island Options

Mr. Wilson;

In addition to the work requirements in the Contract for Services regarding the review of the Muskrat Falls Project and the Isolated Island Options for providing electricity supply to the Island of Newfoundland, the following understandings will govern the Work in order to meet the timelines agreed to in the Contract.

- a) Information will be provided by Nalcor to MHI on timely basis with consideration given the schedule for completion and availability of data, prepared by Nalcor and attached to this letter.
- b) The attached schedule provides for the information that is necessary for completion of the Scope of Services. Timelines do not allow for additional studies, data or reports to be developed or compiled by Nalcor for this Contract.
- c) A Request for Information process (similar to that employed in the PUB process) will not be implemented as part of this contract. MHI will work freely with the Client and Nalcor to seek clarifications on data and information on a timely and interactive basis.
- d) Where data is available from Nalcor in a raw or other format where a description and analysis of the content is not provided, MHI will meet with Nalcor at its earliest convenience to receive the data and a briefing on the context and assumptions. This is necessary to expedite MHI's understanding of the data in order to meet the timelines agreed to in the contract.
- e) Meetings to review new data or discuss questions regarding data already provided, will occur in St. John's where Nalcor can best provide the people and data to support MHI's request.
- f) Nalcor will provide the necessary people and resources to assist MHI's understanding of information in a timely fashion in order for MHI to meet the timelines agreed in the Contract.
- g) MHI acknowledges that Nalcor staff are simultaneously engaged in their own process of developing new data required for Decision Gate 3 and that such data is required to complete the Services under the contract. The preparation of data by Nalcor will have precedent over the Contract and timelines in the Contract may be adjusted to reflect the availability of data.

| h) | MHI will bring any issues identified during the course of its review to the attention of the Client |
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|    | as quickly as possible so they so that Nalcor has an opportunity to resolve them prior to the       |
|    | completion of DG3.  |
|    |   |

I look forward to continuing our working relationship and the successful conclusion of this Contract.

Charles W. Bown Associate Deputy Minister

Attach.