

From: gbennett@nalcorenergy.com
To: pharrington@lowerchurchillproject.ca; jamesmeaney@nalcorenergy.com
Subject: Fw: Scanned documents as requested
Date: Thursday, July 24, 2014 10:03:11 AM
Attachments: [.png](#)
[doc20140724094245.pdf](#)

Paul/Jim:

Attached is the signed letter for MWH - pls take it from here...

Regards,

Gilbert



**Gilbert J. Bennett, P. Eng.,
FCAE
Vice President
Lower Churchill Management
Corporation**

a Nalcor Energy company
t. 709 737 1836 f. 709-737-
1782

e.

gbennett@nalcorenergy.com

w.

muskratfalls.nalcorenergy.com

----- Forwarded by Gilbert Bennett/NLHydro on 07/24/2014 10:02 AM -----

From: Lorie O'Halloran/NLHydro
To: Gilbert Bennett/NLHydro@NLHydro,
Date: 07/24/2014 09:43 AM
Subject: Scanned documents as requested



doc20140724094245.pdf

Lorie O'Halloran
Communications Coordinator
PROJECT DELIVERY TEAM
Lower Churchill Project
t. 709-896-6790 f. 709-896-6794
e. LorieOHalloran@lowerchurchillproject.ca
w. muskratfalls.nalcorenergy.com

This email communication is confidential and legally privileged. Any unauthorized reproduction, distribution or disclosure of this email or any attachments is strictly prohibited. Please destroy/delete this email communication and attachments and notify me if this email was misdirected to you.

July 21, 2014

MWH Canada, Inc.
Suite 740, 1185 Georgia Street W
Vancouver, BC V6E 4E6

Attention: Nik Argirov, Vice President

Ladies and Gentlemen:

Re: Providing the Province of Newfoundland and Labrador with access to the Contractor

Reference is hereby made to that certain Reliance Agreement dated as of the 29th day of November, 2013 entered into among the undersigned Projectco Entities, MWH Canada, Inc. and Her Majesty the Queen in Right of Canada, as represented by the Minister of Natural Resources (the "**IE Reliance Agreement**"). Unless otherwise defined herein, all capitalized words and expressions used in this letter shall have the same meaning as those ascribed thereto in the IE Reliance Agreement.

Please be advised that we shall be providing Canada with a copy of the executed version of this letter and shall be requesting Canada to acknowledge and consent to the terms hereof (the "**Canada Acknowledgment and Consent**").

Further to the exchanges that have taken place between the Projectco Entities and Canada regarding the desirability of granting the Province of Newfoundland and Labrador (the "**Province**") access to the Contractor for the purposes more fully described below and in furtherance of the common desire to see the Lower Churchill River Projects be successfully developed, we confirm the following agreement among the undersigned and yourselves:

1. the Contractor is hereby directed by the Projectco Entities to address and deliver to the Province all certificates and reports concurrently with such certificates and reports the Contractor is required to address and deliver to Canada under the terms of the IE Reliance Agreement. The Contractor hereby agrees to do so;

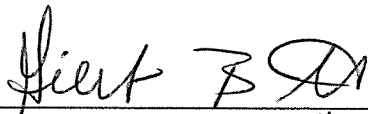
NL IE Reliance Letter - Page 2


2. we will have the right to invite representatives of the Province to participate at any meetings, site visits and conference calls among the Contractor, Canada, and any of the Projectco Entities;
3. this agreement is subject to Canada having no liability for any action by or any failure of the Contractor to comply with any direction nor shall Canada assume any of the costs relating to such involvement by the Province or otherwise be required to expend any funds;
4. the Province shall have the right to ask the Contractor questions and seek clarifications from the Contractor during and between any meetings, site visits and conference calls referred to in paragraph 2 above;
5. the Province acknowledges that any reliance placed on the reports and information provided as a result of the access to the Contractor granted by this letter is at their sole risk and without liability to the Contractor; and
6. the Projectco Entities agree and consent to all of the foregoing and agree to defray any additional costs of the Contractor resulting from any of the foregoing.

We would ask you to evidence your agreement with the foregoing by executing and returning to us the duplicate copy of this letter attached hereto.

Sincerely,

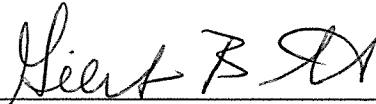
MUSKRAT FALLS CORPORATION


By: 
 Name: Gilbert Bennett, P.Eng.
 Title: Vice President

By: 
 Name: Edmund Martin
 Title: President and CEO

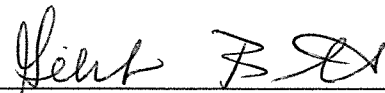
NL IE Reliance Letter - Page 3


**LABRADOR TRANSMISSION
CORPORATION**

By: 
Name: Gilbert Bennett, P. Eng
Title: Vice President

By: 
Name: Edmund Martin
Title: President and CEO

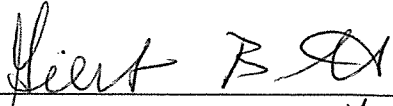
**LABRADOR - ISLAND LINK
LIMITED PARTNERSHIP, by its
general partner,
LABRADOR - ISLAND LINK
GENERAL PARTNER
CORPORATION**


By: 
Name: Gilbert Bennett, P. Eng
Title: Vice President

By: 
Name: Edmund Martin
Title: President and CEO

NL IE Reliance Letter - Page 4

**LABRADOR - ISLAND LINK
OPERATING CORPORATION**

By: 
Name: Gilbert Bennett, P.Eng.
Title: Vice President

By: 
Name: Edmond Martin
Title: President and CEO

NL IE Reliance Letter - Page 5

We have taken cognizance of this letter and we hereby confirm our agreement with the terms hereof:

EXECUTED in St John's, Province of NC,
on this 22nd day of July, 2014.

MWH CANADA, INC.

By: 

Name: Nik Argirov

Title: VP

By: _____

Name:

Title: