## Exhibit 17

# **MUTUAL RELEASE**

Whereas Nalcor Energy and Astaldi Canada Inc. ("Contractor") signed a limited notice to proceed agreement dated of September 24<sup>th</sup> ("LNTP") for the construction of the intake and powerhouse, spillway and transition dams for the Muskrat Falls Generating Station as more fully described in the contract package CH0007 attached thereto (the "Agreement")

And Whereas Nalcor Energy and the Contractor agreed to extend the term of the LNTP from October 31, 2013 to November 30, 2013 under Amendment No. 1.

And Whereas Muskrat Falls Corporation ("Company") and Contractor have agreed to execute the Agreement conditional on signing this Release.

For good an valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

1. Release. Each undersigned Party to this Mutual Release irrevocably releases and forever discharges each of the other Parties and each of such other Parties' Affiliates (as defined in the Agreement) and such other Parties' and Affiliates' directors, officers, employees, agents, representatives and contractors (collectively, the "Releasees") from any and all manner of actions, causes of action, claims, demands, costs, damages, expenses, losses, liabilities and obligations, whether express, implied or otherwise, known or unknown, (collectively, a "Claim") which a Party has or may hereafter have against a Releasee respecting:

- (a) any act, failure to act, omission, cause, matter or thing whatsoever respecting any cost or schedule impact as a result of the Agreement not being executed prior to the date of this Release;
- (b) and, for greater certainty, any Claim for delay or acceleration as a result of the Agreement not being executed prior to the date of this Release.

2. Waiver of Claims. Each Party irrevocably waives any right of Claim it may have in the future against each and every Release for any alleged cost and/or schedule impact as a result of the Agreement not being executed prior to the date of this Release.

3. No Claims Against Third Parties. A Party will not make any Claim or take any proceedings against any individual, partnership, corporation, insurer, financing entity or any other incorporated or unincorporated entity or association of any nature who might claim contribution, indemnity or other relief from or against a Release under any

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provisions of any statute, at law or otherwise regarding the subject matter of this Mutual Release.

4. Legal Advice. Each undersigned Party declares that the undersigned has had the opportunity to obtain legal advice and the terms of this Mutual Release are fully understood by the undersigned Party after consultation with the undersigned's solicitor.

5. Counterparts. This Mutual Release may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. This Mutual Release may be delivered by fax.

The Parties have duly executed this Release as of the \_\_\_\_\_ day of November, 2013.

WITNESS ENNIFER HOFFMAN

ASTALDI CANADA INC.

Name: MARIOLANGIANI Title: PRESIDENT

#### WITNESS

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### MUSKRAT FALLS CORPORATION

Name: Gilbert Bennett Title: Vice Plesidut

NALCOR ENERGY

Name: Ed Martin Title: CEO

Name:

#### WITNESS

Name:

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