

From: emartin@nalcenergy.com
To: [Julia Mullaley](#); [Bown, Charles](#)
Cc: [gbennett@nalcenergy.com](#); [pharrington@lowerchurchillproject.ca](#); [lanceclarke@lowerchurchillproject.ca](#)
Subject: Wording
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Julia,

Paul and Lance spoke to David and clarified what Astaldi said to Paul and Lance. We indicated to David that we would be ok with the tax protection work, but the financial services work we would not approve, for obvious reasons. the following is wording that will close this issue from our perspective - sending this to you to deal with EY on so there is no confusion amongst us all;

Here is the revised wording for Article 12.3 (to include Nalcor consent) which is referenced in Clause 5 under the heading "*Schedule "B" of the Agreement will be read as including these additional terms for the purpose of the Services:*" on page 5 of the SOW:

"If, however, EY services for an EY Client directly relate or related to the agreements, services, or products, EY will seek the **written** consent of ~~both~~ the Province, **Nalcor Energy** and the EY Client to the continued performance of the Services."

Here is the full revised paragraph (clean):

"5. The following is added as Article 12.3 of Schedule "C":

12.3 (a) Notwithstanding Article 12.1 and 12.2, the Services may involve EY review of, or advice relating to, agreements to which the Province (which for the purpose of this clause shall include Nalcor Energy) is a party with, services performed by, or products produced by, a third party (an "EY Client") for which EY (or another EY Firm) performs, or has performed, services unrelated to the agreements, services, or products such EY Client performed or produced for the Province. The Province hereby acknowledges and consents to EY performance of such services for any EY Client, and agrees that the Province will not make a claim that these circumstances present a conflict of interest, real or perceived, for EY or any other EY Firm. If, however, EY services for an EY Client directly relate or related to the agreements, services, or products, EY will seek the written consent of the Province, Nalcor Energy and the EY Client to the continued performance of the Services. In any event, EY confirms that, except as the Province and the EY Client otherwise agree in writing, each client's respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards."

As well, two minor notes:

1. There is no Article 12.3(b), so the above par. above probably should not have “(a)” in front of it.
2. The above par. starts with “The following is added as Article 12.3 of **Schedule “C”**: **[emphasis added]**”, however this is under the heading “**Schedule “B”** of the Agreement will be read as including these additional terms for the purpose of the Services: **[emphasis added]**”. This should be reconciled as to whether this par. is in Schedule “B” or “C”.

Ed