

SCHEDULE 26-1

Certificate of Independent Legal Advice (PDA)

The Nisichawayasihk Cree Nation, by its Chief and Council (“NCN”), retained the services of Cherniack Smith LLP, Myers Weinberg LLP and Fillmore Riley LLP to provide legal advice to NCN and its other advisors in connection with the planning and development of the Wuskwatim Project, as defined in the Project Development Agreement (together with all Schedules thereto, the “PDA”) to which this Certificate of Independent Legal Advice is attached as a Schedule, it being acknowledged that each Law Firm (as hereinafter defined) was engaged at different times in the process.

Cherniack Smith LLP, Myers Weinberg LLP and Fillmore Riley LLP (collectively, the “Law Firms” and individually a “Law Firm”) hereby certify as follows:

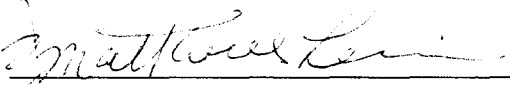
1. Each of the individual members of the Law Firms that have provided advice to NCN and its other advisors in connection with the Wuskwatim Project are members in good standing of the Law Society of Manitoba, and any reference herein to “we” or “us” shall mean the Law Firms, as represented by the individual members of the Law Firms that have provided advice to NCN and its other advisors in connection with the Wuskwatim Project;
2. The Law Firms were retained by NCN for the purpose of providing legal advice with respect to the PDA as it relates to the planning and development of the Wuskwatim Project;
3. Collectively, as a group, and in cooperation with NCN’s financial, engineering and other advisors, we, on behalf of NCN and Taskinigahp Power Corporation have received and reviewed and have participated in the negotiation of the various drafts of the PDA since our respective engagement, it being clarified that each individual Law Firm has not reviewed or participated in the negotiation of every aspect of the PDA (the responsibilities for various aspects of the PDA having been divided amongst the Law Firms);
4. Collectively, as a group, and in cooperation with NCN’s financial, engineering and other advisors, we have used reasonable efforts to explain the nature and significance of the fundamental aspects of the PDA at community meetings organized by NCN, which, we were advised were open to all Members (as defined in the PDA) of NCN, and, as a group, we used reasonable efforts to answer any questions posed of us by Members in attendance at such meetings, either at such meetings or within a reasonable period of time thereafter (it being clarified that not every Law Firm was represented at every such community meeting); and
5. Collectively, as a group, and in cooperation with NCN’s financial, engineering and other advisors, we have used reasonable efforts to explain the legal implications of the PDA to:
 - (a) Chief and Council of NCN; and
 - (b) the Board of Directors of Taskinigahp Power Corporation;

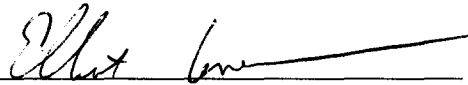
at meeting(s) at which at least a quorum of the members of Chief and Council or a quorum of the Board of Directors of Taskinigahp Power Corporation, as the case may be, were present.

Nothing herein is intended as a representation or warranty by any of the Law Firms with respect to the knowledge or understanding (or lack of knowledge or understanding) of any particular person(s) as to the contents or legal implications of the PDA nor shall this Certificate be construed in any way as an acceptance of responsibility by any Law Firm for the acts or omissions of any other Law Firm (or for the acts or omissions of any of NCN or Taskinigahp Power Corporation, or of any of their respective financial, business, engineering or other advisors, contractors or employees), it being acknowledged that each Law Firm is an independent law firm operating independently from, and not in partnership or joint venture with, the other Law Firms that are signatories hereto. This Certificate is to be read in conjunction with, and is subject to, the acknowledgement set out below.

DATED at Winnipeg, Manitoba as of the 26th day of June, 2006.

CHERNIACK SMITH LLP

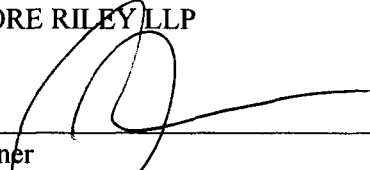
Per: 
Partner

Per: 
Partner

MYERS WEINBERG LLP

Per: 
Partner

FILLMORE RILEY LLP

Per: 
Partner


Per: _____
Partner

Acknowledgement


Each of the undersigned (in our personal capacities and in our capacities as the duly elected or appointed members of Chief and Council of NCN or the inaugural directors of the Taskinigahp Power Corporation, as applicable) hereby acknowledge that all of the statements in the above Certificate are true and correct, and that, in advising the undersigned as stated therein, the Law Firms were consulted by the undersigned as solicitors for NCN and the Taskinigahp Power Corporation, and in respect of the interests of such parties only (including the Members of NCN). The undersigned further acknowledge that they have knowingly waived any conflict as between them that may exist as a result of the provision of legal services by the Law Firms to each of NCN, the Members of NCN and Taskinigahp Power Corporation.

Dated as of the 26th day of June, 2006.

NISICHAWAYASIIHK CREE NATION



 Jerry Primrose, Chief

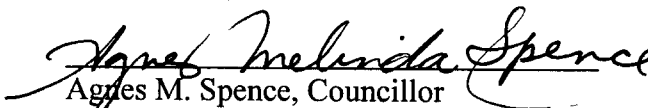


 Jimmy Hunter-Spence, Councillor

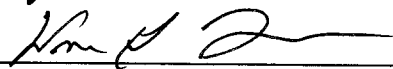
 D'Arcy Linklater, Councillor



 Shirley L. Linklater, Councillor

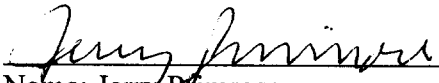


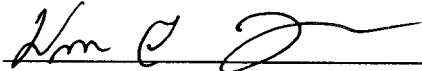
 Agnes M. Spence, Councillor

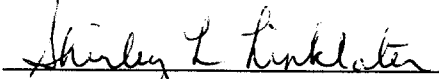


 William Elvis Thomas, Councillor

TASKINIGAHP POWER CORPORATION

Per: 
Name: Jerry Primrose
Title: President

Per: 
Name: William Elvis Thomas
Title: Vice-President

Per: 
Name: Shirley L. Linklater
Title: Secretary-Treasurer