

ACCESS ROAD USER AGREEMENT

THIS **GRANT OF EASEMENT** made in duplicate as of the 28th day of June, 2006.

BETWEEN:

WUSKWATIM POWER LIMITED PARTNERSHIP

(hereinafter referred to as the “Grantor”),

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD

(hereinafter referred to as the “Grantee”).

WHEREAS the Grantor is entitled to be registered as owner of an estate in fee simple in possession of the lands upon which a certain road (hereinafter referred to as the “Access Road”) is to be constructed leading from provincial trunk highway 391 to the site where the Wuskwatim Generating Station is to be constructed (as shown in Schedule 6-8 to a Project Development Agreement between the Grantor, the Grantee and other parties signed concurrently herewith);

AND WHEREAS the Grantee is to be afforded certain non-exclusive rights to make use of the Access Road in common with others, including the Grantor, as are from time to time so entitled;

AND WHEREAS the Grantor and the Grantee wish to set forth the terms and conditions upon which such rights are given, including the obligations of the Grantee with respect thereto;

NOW THEREFORE WITNESSETH that in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of all of which is acknowledged by each of the parties hereto to the other, the Grantor and the Grantee covenant and agree each with the other as follows:

1. The preamble hereto shall form an integral part hereof.
2. The Grantor does hereby grant, transfer and convey to the Grantee the non-exclusive, unimpeded easement, right-of-way, licence, liberty and privilege on, over, upon, across and along the Access Road for the purpose of conveying persons, vehicles, equipment and supplies (a) to and from the land (the "Project Lands" which are shown on Schedule 6.9 to the Project Development Agreement to which reference is made in the preamble hereto) upon which the Wuskwatim Generating Station is to be constructed (which Project Lands include the southerly terminus of the Access Road, and (b) to and from such other lands, whether directly or indirectly, which the Grantee may from time to time have need to access.
3. The Grantor shall construct, operate and maintain the Access Road at its expense. The Access Road shall be constructed and maintained in accordance with any standards as are from time to time required by the Province of Manitoba, and the Grantor shall, subject to weather and climatic conditions and *force majeure*, use reasonable efforts to operate and maintain the Access Road so as to provide unrestricted and unimpeded continuous use for the purposes herein expressed.

4. The construction and maintenance of the Access Road shall, as to both the Grantor and the Grantee, also be subject to the terms and conditions of the Road Access Management Plan attached hereto and forming part hereof.

5. Notwithstanding anything herein contained to the contrary, the Grantee acknowledges and agrees that if any damage, normal wear and tear excepted, is caused to the Access Road following construction of the Wuskwatim Generating Station, by the Grantee or such other persons for whom the Grantee is at law responsible, the Grantee shall be liable to the Grantor for all of the Grantor's losses, damages, costs, charges and expenses incurred to repair such damage.

6. The Grantee shall not, and shall not be entitled to, transfer, assign, convey, mortgage, charge, encumber or grant a security interest in its rights and interests under or by virtue of this Grant except with the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

7. Any notice required or permitted to be given hereunder shall be effectively given if in writing and mailed to the Grantee at:

The Manitoba Hydro-Electric Board
3rd Floor, 820 Taylor Avenue
Winnipeg, MB R3C 2P4
Attention: General Counsel

or upon the Grantor at:

Wuskwatim Power Limited Partnership
c/o 5022649 Manitoba Ltd.
3rd Floor, 820 Taylor Avenue
Winnipeg, MB R3C 2P4

Attention: Chairman

by registered mail, postage prepaid, or delivered or sent by facsimile to such address. If such notice is mailed, it shall be deemed to be given on the fourth Business Day following that on which the letter containing the notice is posted. If such notice is delivered or transmitted by facsimile, it shall be deemed to be given on the next business day following the date of such delivery or transmission, as the case may be, provided that in the case of transmission by facsimile the sender has a transmission report confirming that the notice was transmitted in its entirety. Either party hereto may change its address for notice purposes from time to time by notice given in accordance with this provision.


8. The rights granted herein are and shall be construed for all intents and purposes as covenants running with the land comprising the Access Road for the benefit of the Grantee and the Project Lands.

9. All covenants herein contained shall, as the case may be, extend to, be binding upon and enure to the benefit of the Grantor and the Grantee, and their respective successors and permitted assigns.

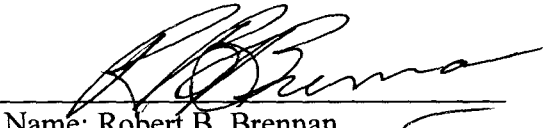
10. Nothing in this easement is intended to alter aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, except to the extent that, in respect of the Wuskwatim Project, the Nisichawayasihk Cree Nation has expressly consented in a certain Project Development Agreement signed in 2006.


IN WITNESS WHEREOF WUSKWATIM POWER LIMITED PARTNERSHIP
and THE MANITOBA-HYDRO ELECTRIC BOARD executed this Grant of Easement the 28th
day of June, 2006.

WUSKWATIM POWER LIMITED PARTNERSHIP
By its General partner, 5022649 Manitoba Ltd.

Per: 
Name: Ken R. F. Adams
Title: Chairman

THE MANITOBA HYDRO-ELECTRIC BOARD

Per: 
Name: Robert B. Brennan
Title: President and Chief Executive Officer

Per: 
Name: Robert D. Bettner
Title: Assistant Corporate Secretary