

ACCESS ROAD TRANSMISSION EASEMENT AGREEMENT

(WL43)

GRANT OF EASEMENT

MEMORANDUM OF AGREEMENT made this 28th day of June, 2006.

BETWEEN:

THE WUSKWATIM LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER 5022649 MANITOBA LTD.,

(hereinafter called the "Grantor"),
OF THE FIRST PART,

- and -

THE MANITOBA HYDRO ELECTRIC BOARD,

(hereinafter called "Manitoba Hydro"),
OF THE SECOND PART.

WHEREAS the Grantor is entitled to become registered as the owner of an estate in fee simple in possession in certain land more particularly described as:

Parcel A as shown on Plan of Survey No. 44575 PLTO, reserving to the Crown all mines and minerals, together with the right to enter, locate, mine for and remove minerals and all other estates, rights and interest ordinarily reserved to the Crown under The Crown Lands Act.

and

Parcel A as shown on a Plan of Survey No. 44576 PLTO, reserving to the Crown all mines and minerals, together with the right to enter, locate, mine for and remove minerals and all other estates, rights and interests ordinarily reserved to the Crown under The Crown Lands Act.

(hereinafter referred to as "said land");

AND WHEREAS Manitoba Hydro requires a right-of-way on, under, across, along, over, through or from certain portions of said land which portion of said land is shown on the sketch which is attached hereto as Schedule "A" and identified as the "Access Road Transmission Easement" in the legend thereon;

AND WHEREAS the said land is presently Manitoba crown land upon which, pending transfer of said land to the Grantor, Manitoba intends to issue to the Grantor an exclusive permit for the use and occupation of said land;

AND WHEREAS said land comprises of a road corridor to be developed by the Grantor;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) now paid by Manitoba Hydro to the Grantor, (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Grantor hereby grants to Manitoba Hydro, its successors and assigns, for so long as required by Manitoba Hydro, the right, licence and easement to enter upon all that portion of said land shown on the sketch which is attached hereto as Schedule "A" and identified as the "Access Road Transmission Easement" in the legend thereon, but which is to be fixed and determined by Manitoba Hydro as hereinafter provided, (hereinafter called the "right-of-way") and use, excavate, construct, place, operate, inspect, maintain, repair, alter, add to and remove on, under, across, along, over, through or from the right-of-way an electric power Transmission Line, Distribution Line, Communication Equipment and any other plant or equipment that is, in the opinion of Manitoba Hydro necessary or desirable to carry on its works, or the works of its licensees or assigns (hereinafter collectively referred to as the "said electric power line").
2. Manitoba Hydro shall, in due course, indicate, fix and determine the location of the right-of-way either by means of a plan of survey to be filed in the appropriate Land Titles Office or by means of a metes and bounds description set forth in an instrument to be filed in said office.
3. Manitoba Hydro shall have the right to install, place, locate, affix and otherwise attach such structures to the right-of-way as it, in its sole discretion, deems necessary or appropriate, provided that said electric power line shall not in any way interfere with the normal operation of the access road.
4. The Grantor hereby grants to Manitoba Hydro the right of free and unimpeded ingress and egress to and from the right-of-way over and upon the access road adjoining the right-of-way which is now or may hereafter be owned by the Grantor and Manitoba Hydro shall repair any damage caused to the access road as a consequence of exercising the rights granted to it herein, normal wear and tear excepted.
5. The Grantor hereby grants to Manitoba Hydro the right to cut and trim trees and brush on the right-of-way which, in the opinion of Manitoba Hydro interfere with or are likely to interfere with the said electric power line.
6. Manitoba Hydro shall exercise the rights, licenses and easements hereby granted in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

7. The Grantor shall not, without the prior consent in writing of Manitoba Hydro excavate, drill, place, install, erect or permit to be excavated, drilled, placed, installed or erected on, over or under the right-of-way any pit, well, foundation, material, fence, structure or thing, but otherwise the Grantor shall have the right to fully use and enjoy the right-of-way, subject always to and so as not to interfere with the rights, licences and easements hereby granted except as may be occasioned by the construction, operation and maintenance of the access road by the Grantor.

8. Manitoba Hydro shall indemnify and save harmless the Grantor and the Grantor's heirs, executors, administrators, successors and assigns (the "Indemnified") from and against any and all claims, causes of action or suits ("Claims"), that any third party shall or may have against the Indemnified for any loss, cost, damage or expense including personal injury or death, caused by Manitoba Hydro's exercise of the rights, licenses and easements hereby granted, unless the Claims are caused by or arise out of the negligence or wrongful act of the Grantor or his, her, their or its agents, servants, employees or contractors.

9. The Grantor hereby agrees that the rights, licences, and easements hereby granted shall be exercisable forthwith and at any and all times hereafter by Manitoba Hydro, its servants, agents, contractors and employees, in any manner, free and without charge.

10. Manitoba Hydro performing and observing the covenants and agreements on its part to be performed and observed shall and may hold and enjoy the rights, licences and easements, hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.

11. To the extent that the burden of all rights, licences, easements, grants, covenants and agreements contained in this Agreement may run with the said land, the Grantor covenants and agrees with Manitoba Hydro that the rights, licences and easements hereby granted shall inure to the benefit of Manitoba Hydro, its successors and assigns, and shall be binding upon the Grantor, the successors in title of the Grantor, and on the owners or occupiers for the time being of the said land or any part thereof. Furthermore, Manitoba Hydro or its successors may grant in the form of a licence, or assign, the rights, licences and easements described in the grant of easement, in whole or in part, separately from the remainder of the rights, licences and easements in this grant of easement, but in conjunction with such other terms and conditions of this grant of easement in whole or in part as provided in the licence or assignment document, and the licensee or assignee shall, to the extent provided in the licence or assignment document, enjoy the same rights, licences and easements and obligations hereunder as Manitoba Hydro and following such licence or assignment, Manitoba Hydro shall remain liable for all its covenants herein.

12. 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 the parties hereto have executed these presents.

THE WUSKWATIM LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
5022649 MANITOBA LTD.

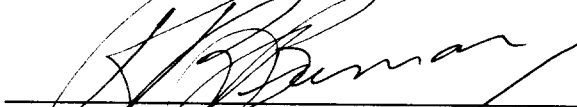


Grantor

Name: Ken R. F. Adams

Title: Chairman

THE MANITOBA-HYDRO ELECTRIC BOARD



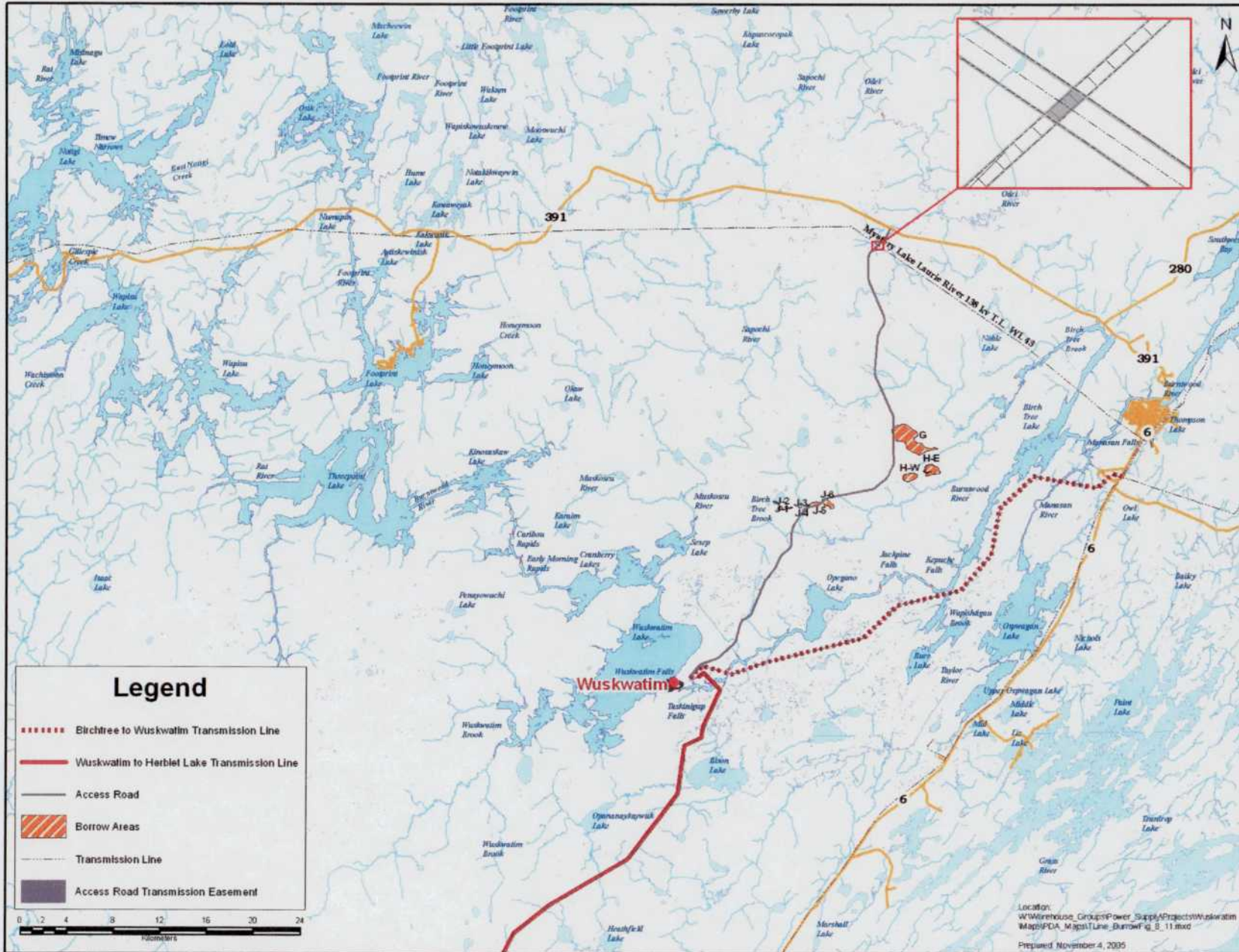
Name: Robert B. Brennan

Title: President and Chief Executive Officer



Name: Robert D. Bettner

Title: Assistant Corporate Secretary



SCHEDULE "A"