

SCHEDULE 24-7

CERTIFICATE OF INDEPENDENT LEGAL ADVICE (HYDRO)

The Manitoba **Hydro**-Electric Board (“**Hydro**”), retained the services of Thompson Dorfman Sweatman LLP and Monk Goodwin LLP to provide legal advice to **Hydro** and its other advisors in connection with the planning and development of the **Keeyask Project**, as defined in the Joint Keeyask Development Agreement (together with all Schedules thereto, the “**JKDA**”) to which this Certificate of Independent Legal Advice is attached as a Schedule.

Thompson Dorfman Sweatman LLP and Monk Goodwin 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 **Hydro** and its other advisors in connection with the **Keeyask 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 **Hydro** and its other advisors in connection with the **Keeyask Project**;
2. The **Law Firms** were retained by **Hydro** for the purpose of providing legal advice with respect to the **JKDA** as it relates to the planning and development of the **Keeyask Project**, with the proviso that we have not provided legal advice to the Manitoba Hydro Transmission and Distribution Business Unit of **Hydro** with respect to the Interconnection and Operating Agreement;
3. Collectively, as a group, and in cooperation with **Hydro**’s in-house legal counsel and its financial, engineering and other advisors, we, on behalf of **Hydro**, Manitoba Ltd. and Keeyask Hydro Power Limited Partnership, have received and reviewed and have participated in the negotiation of the various drafts of the **JKDA** since their respective engagement, it being clarified that each individual **Law Firm** has not reviewed or participated in the negotiation of every aspect of the **JKDA** (the responsibilities for various aspects of the **JKDA** having been divided amongst the **Law Firms** and **Hydro**’s in-house legal counsel); and
4. Collectively, as a group, and in cooperation with **Hydro**’s in-house legal counsel and its financial, engineering and other advisors, we have used reasonable efforts to explain the legal implications of the **JKDA** to **Hydro**, Manitoba Ltd. and the Keeyask Hydro Power Limited Partnership.

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 **JKDA** 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 **Hydro**, Manitoba Ltd. or Keeyask **Hydro** Power Limited Partnership, or of any of their respective financial, business, engineering or other advisors, contractors or employees or of **Hydro's** in-house legal counsel), 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 this _____ day of _____, 2009.

THOMPSON DORFMAN SWEATMAN LLP

Per: _____
Partner

Per: _____
Partner

MONK GOODWIN LLP

Per: _____
Partner

Per: _____
Partner

