

## Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) dated the 1<sup>st</sup> day of March, 2017

Between:

**THE MANITOBA METIS FEDERATION INC.**  
**(“**MMF**”)**

-and-

**THE MANITOBA HYDRO-ELECTRIC BOARD**  
**(“**Hydro**”)**

Whereas:

- A. On November 24, 2014, **MMF**, **Hydro**, and **Manitoba** executed the Kwaysh-kin-na-mihk la paazh Agreement (the “**Agreement**”) based on their shared desire and commitment to build a forward-looking, productive and non-adversarial working relationship.
- B. On December 12, 2016, the **MMF** President and the **Hydro** CEO (the “**Principals**”) met and agreed to enter into a time-limited, confidential and without prejudice discussions with a view to achieving a mutual agreement to address issues, including issues associated with the Manitoba-Minnesota Transmission Project, St. Vital Transmission Complex, and **Bipole III**, through a comprehensive agreement or agreements (the “**Negotiation Process**”).

Therefore, the parties to this **MOU** agree as follows:

### 1.1 THE NEGOTIATION PROCESS

1.1.1 **MMF** and **Hydro** agree to establish a confidential and without prejudice **Negotiation Process** for a six (6) month period starting March 1, 2017.

1.1.2 The **MMF** and **Hydro** will meet at mutually agreeable times during the **Negotiation Process**.

1.1.3 Any agreement or agreements must ultimately be approved by the **Principals** and may require subsequent authorizations or approvals from **MMF** and **Hydro**.

1.1.4 In order to support the **MMF's** participation in the **Negotiation Process**, **Hydro** agrees to contribute up to \$30,000.00 towards reasonable technical and legal

advice being obtained, subject to prior written approval and that these costs being consistent with **Hydro's** reimbursement policy to reimburse direct out of pocket costs incurred by the **MMF** to carry out agreed-to activities.

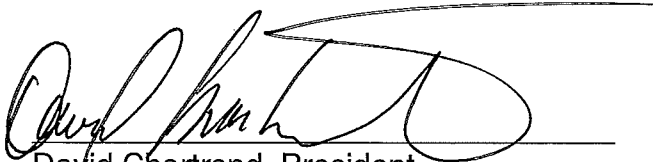
1.1.5 Nothing in this **MOU** alters the commitment of legal obligations of the **Parties** as set out in the **Agreement**. All defined terms in the **Agreement** are applicable to this **MOU**. If there are any inconsistencies between the definitions, commitments and obligations in this **MOU** and the **Agreement**, the **Agreement** shall prevail.

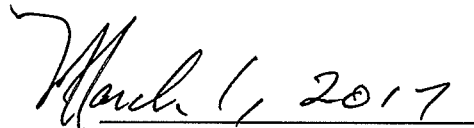
1.1.6 Unless extended by the parties to this **MOU** in writing, this **MOU** shall be effective from March 1, 2017 and will end August 31, 2017. Either **Party** may terminate this **MOU** at any time during the **Negotiation Process** by providing not less than 30 days written notice to the other party to this **MOU**.

In witness whereof the parties to this **MOU** hereto have signed this **MOU** on the dates indicated below:

**MANITOBA METIS FEDERATION INC.**

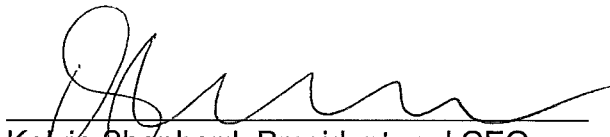
Per:

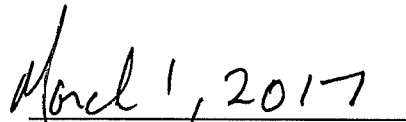
  
\_\_\_\_\_  
David Chartrand, President  
Manitoba Metis Federation

  
\_\_\_\_\_  
Date

**THE MANITOBA HYDRO-ELECTRIC BOARD**

Per:

  
\_\_\_\_\_  
Kelvin Shepherd, President and CEO  
Manitoba Hydro

  
\_\_\_\_\_  
Date