

## 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.



