Q. On page 1 of Schedule 1: Evidence of the Application Hydro notes that "on July 28, 2021, the provincial and federal governments announced an agreement in principle on a financial restructuring plan for the Project. The objective of the agreement is to reduce the customer rate impacts resulting from the Project."

Please provide copy of the announcement and agreement-in-principle for the record.

A. Please refer to IIC-NLH-003, Attachment 1 for a copy of the technical briefing and IIC-NLH-003, Attachment 2 for a copy of the agreement in principle.[1]

[1] A copy of the agreement in principle can be found at <https://www.gov.nl.ca/exec/ias/files/Agreement-in-Principle-on-the-Financial-Restructuring-of-the-Lower-Churchill-Projects.pdf>.

Technical Briefing Rate Mitigation

July 28, 2021

Muskrat Falls Project

- Project includes an 824 megawatt (MW) generating facility that will produce 5 Terawatt-hours annually, over 1,600 km of transmission lines
- Projected cost at time of sanction, including financing and interest: 7.4 billion CAD
- Current projected cost of project, including financing and interest: 13.1 billion CAD
- With energy currently being produced from three of the four units, the project is expected to be completed with final software installed by November 2021
- Units 1 and 2 are in service and Unit 3 is generating power and will be turned over to operations once final testing is complete
- Unit 4 is expected to come into service September 2021

Announcement

- Today's announcement ensures that electricity rates will not double when Muskrat Falls comes online
- This protects the ratepayer from rate shock
- The $5.2 billion agreement will contribute to the sustainability of the Muskrat Falls Project over the long-term and reduces the province's cost of financing

$5.2 Billion Solution

- Annual transfers to Newfoundland and Labrador, equivalent to Canada’s yearly net revenue from the Hibernia offshore oil project Net Profit Interest and Incidental Net Profit Interest, which current estimates indicate will total $3.2 billion between now and the end of the Hibernia project’s life
- $2 billion in federal financing, including a $1 billion investment in Newfoundland and Labrador’s portion of the projects’ Labrador-Island Link and a federal loan guarantee of $1 billion for the Projects’ Muskrat Falls and Labrador Transmission Assets

Agreement-in-Principle (AIP)

Overview of AIP Key Terms

New Guaranteed Debt (FLG3)

- A new $1 billion MF/LTA capital market bond issuance guaranteed by the federal government
- Proceeds will be used to fund all principal payments due before June 30, 2029 under the existing guaranteed debt (FLG1 and FLG2), with these amounts being repaid during the 2037-2057 period
- Sinking fund payments to the federal government associated with $650M MF/LTA FLG1 Tranche A bonds due between 2021-2029 will be waived, with funds from FLG3 only being required when bond principal amount due in 2029
- There is no guarantee fee on FLG3

LIL Investment

- The federal government will invest $1 billion in a joint Canada / NLH entity that will own the current NL equity in the LIL project; the investment by Canada is available to be drawn down at $150M per year
- LIL dividends will be provided to service:
  - Debt incurred to fund NL's equity investment in LCP; or
  - Financing costs associated with project debt

Newfoundland Labrador

Overview of AIP Key Terms (continued)

MF/LTA Equity Restructuring

- NLH/NL will convert approximately $2 billion in equity associated with construction cost overruns on the MF/LTA project into preferred shares that earn 3% (approximately NL's cost of debt)
    - This will provide funds to cover the Province's carrying costs
- NLH/NL's equity return on MF/LTA will start on Commissioning vs. Sanction (as under current contractual structure)
    - This will help to reduce the Projects' overall financing costs

Waiver of FLG2 Guarantee Fee

- The federal government will waive the Guarantee fees on the FLG2 debt in both the MF/LTA and LIL structures from the date of closing on the final agreements, with the benefits of such waiver to accrue solely to NL ratepayers

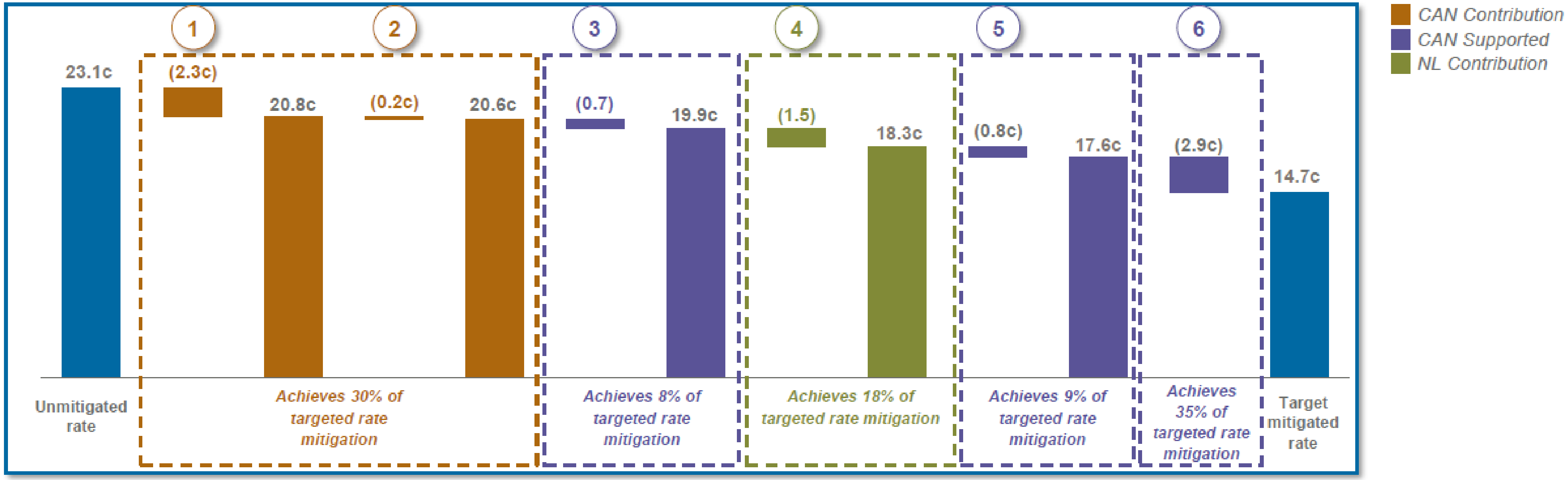
Newfoundland Labrador

AIP Benefits

- Restructures financial obligations so as to reduce equity and debt related cash flows, providing rate relief in the earlier years - eliminates rates going to 23 cents at in-service
- Achieves domestic electricity rates that protect island ratepayers from rate shock / significant fluctuations
- Maintains “fiscal neutrality” for NL
- Canada’s $1 billion LIL investment will bear a fixed coupon based on Government of Canada long rates – very attractive financing rate
- NL maintains 100% ownership in the MF/LTA assets and control of the LIL asset, all of which will generate long-term benefits beyond the term of the financial restructuring with Canada

Illustrative Lower Churchill Project Financial Restructuring Plan

2022 domestic rates (¢/kWh)



1. *$1 billion direct investment by Canada into a newly formed entity above LIL*
2. *FLG 2 guarantee waiver*

3. *New ~$1 billion FLG facility ("FLG 3") used to reprofile existing debt payments through June 2029*

4. *MF/LTA Equity Restructuring - $2 billion from Cost Overruns converted to 3% preferred shares + reset for returns to start accruing at commissioning*

5. *One-time refund of prefunded FLG debt financing reserves due to financial restructuring with Canada*

6. *Rate mitigation provided by Province via Hibernia NPI*

Note: Rate mitigation percentages and dollar values are approximations for illustrative purposes and subject to minor changes

Newfoundland Labrador

Net Profit Interest Agreement

NPI and INPI

- With commitments of loan and loan guarantee agreements and grants for Hibernia, the federal government negotiated a Net Profits Interest (NPI) Agreement and Incidental NPI (INPI) Agreement with the project owners in 1990
- The NPI / INPI Agreements provide for the project owners paying the federal government 10% of net revenue (gross sales revenue less specific operating and capital costs) and incidental revenue at a defined date. NPI/INPI payments commenced in 2009
- In August 2019, the Government transferred Canada's responsibility pursuant to the Hibernia NPI / INPI Agreements to Canada Development Investment Corp (CDEV) via an executed Memorandum of Understanding. CDEV is the parent company of Canada Hibernia Holding Corp (CHHC)

NPI/INPI Agreement

- The federal government will make annual transfers to the Province of an amount equivalent to Canada’s annual net revenue from the Hibernia NPI and INPI agreements
- These annual transfers reinforce the two governments’ longstanding agreement that Newfoundland and Labrador is to be the principal beneficiary of offshore oil and gas development in the jointly managed offshore area
- Estimated value over the life of Hibernia is approximately $3.2 billion running from 2021 to 2047
- Along with the NPI/INPI, changes to the LCP agreements allow government to provide support that starts rates lower than they were at sanction in 2012

Questions

Confidential

Agreement in Principle on the financial restructuring of the Lower Churchill Projects

July 28, 2021

This agreement in principle ("**AIP**") sets out the key terms that would be used to negotiate term sheets followed by definitive agreements between Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Newfoundland and Labrador, each by their respective representatives, in respect of the Muskrat Falls Generating Station, the Labrador Transmission Assets and the Labrador-Island Link (collectively the "Projects" or the "**Lower Churchill Projects**" and each individually a "**Project**").

The financial restructuring of the Lower Churchill Projects would be implemented jointly through definitive agreements in order to lower and re-profile the financing costs of the Projects over the period to 2071 (the "**Restructuring**"). The GOC and the Province intend the restructuring to contribute to a sound, long term sustainable financial base for the Lower Churchill Projects and to contribute effectively to regional electrification.

The Restructuring is intended to reduce or otherwise offset financing costs that would be recovered under the revenue agreements, upon and after commissioning. The resulting structure is designed to allow the Province to retain revenue from the Projects to cover going forward its cost of capital for the Projects (3%), with the excess revenue over this return to be used as the first priority to mitigate electricity rates, according to the Province's intent.

This AIP is for discussion purposes only and is not a detailed or definitive expression of the terms and conditions upon which the parties would enter into a binding transaction. Other than as set out in Section 3, it is not intended to, and does not create, any legally binding or enforceable obligations. It does present the base concepts on which GOC and the Province would discuss the details of the transactions.

1. PARTIES

Parties to this Agreement in Principle:	
GOC:	Her Majesty the Queen in right of Canada as represented by the Deputy Prime Minister and Minister of Finance and the Minister of Natural Resources.

Province:	Her Majesty the Queen in right of Newfoundland and Labrador, as represented by the Premier and Minister for Intergovernmental Affairs.

Other Entities that will be Party to Definitive Agreements:

NLCos:	The agencies or corporations through which the Province owns and controls the MF/LTA and LIL Projects comprising the Lower Churchill Projects, and for certainty includes Nalcor (and any successor to Nalcor resulting from the publicly announced restructuring of Nalcor).
Canada Cos:	The agencies, ministries or corporations through which Canada will deliver the facilities described herein, including NRCan.
Muskrat:	Muskrat Falls Corporation, a corporation incorporated under the laws of the Province of Newfoundland and Labrador.
Lab Transco:	Labrador Transmission Corporation, a corporation incorporated under the laws of the Province of Newfoundland and Labrador.
LIL Holdco:	Labrador-Island Link Holding Corporation, a corporation incorporated under the laws of the Province of Newfoundland and Labrador, which holds Nalcor's limited partnership interest in Labrador-Island Link Limited Partnership, a limited partnership formed pursuant to the laws of the Province of Newfoundland and Labrador, acting by its general partner Labrador-Island Link General Partner Corporation.
Project Cos:	Muskrat, Lab Transco and LIL Holdco, collectively.
LIL SPV:	A newly formed holding corporation or limited partnership to be incorporated or formed by Nalcor under the laws of the Province of Newfoundland and Labrador.
NRCan:	Natural Resources Canada.

2. TRANSACTION

Proposed Transactions: The GOC and the Province intend to negotiate transactions pursuant to which:

(i) NRCan will extend an additional (approximately) $1.0 billion federal loan guarantee substantially on the same terms as that guarantee entered into May 10, 2017 and referred to as "FLG2" for the MF/LTA Project;

(ii) A CanadaCo will extend a financing arrangement allowing a drawing of up to $1.0 billion against a subscription for a redeemable equity interest (preferred limited partnership unit or preference shares) of a special purpose vehicle ("**LIL SPV**") to be initially formed and owned by Nalcor with Nalcor transferring all of the existing equity of LIL Holdco (the holding limited partner comprising the NLCo in Labrador-Island Link Limited Partnership ("**LIL**")) into LIL SPV contemporaneously with CanadaCo committing to extend financing and thereafter becoming a joint owner by extension of its financing, as detailed below;

(iii) Distributions from the LIL will be used to offset financing costs recovered through the revenue agreements and to service the return on and repayment of capital invested by the Province and the CanadaCo as outlined below under "LIL SPV Investment and Governance Agreement";

(iv) the capital structure for the Project Cos. holding MF/LTA will be restructured as detailed below under "MF/LTA capital restructuring" and additional structures will be put in place that will result in a reduced rate of return to contribute to reduced financing costs as detailed below under "Power Purchase Agreement";

(v) amendment to the terms of the finance agreements for FLG2 (both MF/LTA and LIL) to waive the payment of the guarantee fee to GOC which would be payable June 2022 relating to the period June 2021 to June 2022 and for each payment period thereafter; and

(vi) amendment to the terms of the finance agreements for the MF/LTA FLG to delete the requirement to make sinking fund payments on Tranche A of the MF/LTA FLG.

The terms and conditions with respect to the Proposed Transactions would be negotiated in the Master Agreements.

Master Agreements: Agreements would be entered into between the relevant entity for GOC and the Province, and the relevant Project Cos., Canada Cos. and NLCos that incorporate the terms of this agreement in principle, with the following definitive agreements being contemplated:

(i) A set of documents and the public market facing bond issue for FLG3 for MF/LTA will be on substantially the same terms and conditions, with the final business terms and bond profile to be agreed, as the documentation used for the FLG2 transaction for the MF/LTA Project;

(ii) An agreement to set the terms for the formation, governance and ownership of the LIL SPV; there will be inclusion of agreement that the Canada Co. facility of $1.0 billion is to be used for Muskrat Falls and LIL related purposes of offsetting financing costs recovered through the revenue agreements and which will be implemented under the LIL SPV Investment and Governance Agreement;

(iii) An agreement to set the terms of the rollover transaction which will be implemented to transfer the LIL Holdco equity (and thereby indirectly transfer the LIL limited partnership interest) to LIL SPV;

(iv) An amendment or waiver to the FLG2 documents to delete the guarantee fee which would be payable to GOC in June 2022 relating to the period June 2021 to June 2022 and for each payment period thereafter, further reducing financing costs;

(v) An amendment or waiver to the FLG documents for MF/LTA to remove the requirement for the making of sinking fund payments on Tranche A of the MF/LTA FLG;

(vi) An agreement to revise the capital structure for MF/LTA to convert equity contributed towards cost overruns (approximately $2.0 billion, to be verified against 2012 budget) to preferred equity with a 3%

coupon rate, together with other measures to reduce financing costs; and

(vii) The amendments to the Province's regulations to extend the current regulatory terms of FLG and FLG2 to FLG3.

FLG3 Agreements: A full set of FLG3 Agreements would be negotiated on substantially the same terms and conditions as those for FLG2 with the following revisions:

- NRCan would agree to guarantee a new FLG3 facility (guarantee of market issued public bonds) for MF/LTA to be raised as soon as reasonably possible following the execution of the definitive agreements and satisfaction of the conditions precedent;
- The bond issue will be $1 billion, $992m of which will cover all principal payments due before June 30, 2029 under the MF/LTA FLG and MF/LTA FLG2 bonds (including the Dec. 1, 2021 FLG2 principal payment) with the remaining balance to contribute to the funding of issuance costs;
- Proceeds of the bonds will be placed in escrow and used to fund MF/LTA FLG Tranche A plus all MF/LTA FLG 2 bullet bonds until June 30, 2029 with the corresponding sinking fund payments that would otherwise fund those payments to be waived upon the deposit to escrow (other than the December 2021 sinking fund payment, which will be waived regardless of the timing of receipt of FLG 3 funds);
- Interest on and principal repayment of the FLG3 debt to be included in the cost recovery regulatory protected structure in the same manner as FLG and FLG2;
- The bonds are to be amortized on a level amortization basis over 20 years between 2037 and 2057 or an amortization schedule mutually agreed upon;
- The parties will work to optimize the debt capital structure of the Projects (including using alternatives to a level amortization if optimal);
- There will not be a guarantee fee;
- The funds will be raised in a market based public facing offering and bear the rates that a Canada bond structured

for ratings credit substitution (as is the case with FLG and FLG2) bears in the market; and

- the structure and document terms would otherwise be consistent with terms of FLG2.

MF/LTA capital restructuring:	Nalcor would amend the capital structure of the MF/LTA Project so that equity invested in cost overruns for the MF/LTA Project (approximately $2.0 billion, to be verified against 2012 budget) will be converted at or before Commissioning of the MF/LTA Project on terms satisfactory to GOC into preferred shares with a 3% coupon payable from Commissioning Date of the Lower Churchill Projects. These preferred shares will not be redeemed during the period that any of FLG, FLG2 or FLG3 debt is still outstanding.
LIL SPV Investment and Governance Agreement:	An agreement would be entered into between a CanadaCo and LIL Holdco pursuant to which: • LIL SPV will be set up initially to own Nalcor's full direct interest in LIL Holdco and thereby own Nalcor's and NL's full interest in the LIL and CanadaCo will commit to the investment detailed herein; • The LIL SPV will be entitled to all distributions from LIL (as fully flowed through LIL Holdco (other than ordinary course expenses customary for a holding company and reinvestment of LIL distributions required to meet partner capital contribution requirements)) and on the same terms; • GOC will make a phased (on drawn call based) $1.0 billion subscription committing to make unit purchases for capital into LIL SPV; • Subscriptions may be called and drawn down on a quarterly basis, post Commissioning to a maximum $150m per annum or such lower amounts as may minimize the net cost of financing. Draws will be to the maximum of $1.0 billion and must be drawn within 20 years; • The capital in the SPV from this source is to be applied to offset financing costs that are recovered through the revenue agreements; • Until Dec. 31st, 2041, the relevant NLCo holding the Province's interest in LIL SPV may receive distributions from the LIL SPV in preference to distributions to

CanadaCo, provided these distributions are either required (with MF/LTA dividends also being so used) to cover the cost of the debt incurred to fund NL's equity investment in the Lower Churchill Projects or used to offset financing costs that are recovered through the revenue agreements;

- After 2041, LIL SPV distributions are to be made in priority as a distribution to CanadaCo as return of capital contributed plus a rate of return for the full term reflecting Canada's long-term cost of funds on an annual, compounded basis and structured as a PIK style return using further share or unit issues over the entire life of the investment. For certainty, Canada's cost of funds for long-term debt for the purposes of determining the rate of return on the LIL distributions to be made to CanadaCo will be determined by the forward interest rate curve for 30 year Canada bonds based on the projected capital draws, adjusted to reflect the increased duration of the LIL investment repayment period. Rate of return will be set on a one time basis at closing of the transactions contemplated herein upon satisfaction of Conditions to Closing;
- A distribution and sharing adjustment for a transition period could be negotiated prior to the settling of and as set out in the definitive agreements, to avoid a significant cost and related revenue requirement increase in 2042 arising from the shift in LIL revenue allocation to GOC and to otherwise to minimize the net cost of financing, though any such transition period would not prolong the estimated LIL investment repayment period;
- CanadaCo with be investing in a manner that is to provide Canada with suitable protections as an investor in the LIL Project. Appropriate governance equivalent to senior secured creditor protections to be provided by the agreement covenants. CanadaCo will have rights of control over specified matters relating to the limited partnership and the general partner intended to preserve the capital structure as agreed, this will include restrictions on further debt being incurred. The structure and documentation of LIL will be used as the base to prepare this agreement.

A separate agreement would be entered into with Nalcor to transfer the ownership interest in LIL Holdco to LIL SPV with Nalcor taking LIL SPV equity as consideration.

Power Purchase Agreement: The PPA may be amended, on terms satisfactory to the parties, such that the MF/LTA supply price will be calculated to take into account the costs associated with FLG3 and may be amended to reflect the conversion of approximately $2.0 billion (to be verified against 2012 budget) of equity associated with cost overruns for the MF/LTA Project to preferred shares. Such PPA amendments are acknowledged by the parties to be a condition precedent to the arrangements set out herein and the GOC facilities. Therefore, the parties acknowledge that such amendments must be agreed or other agreements or mechanisms must be implemented to achieve the same result contractually as between themselves; provided that such amendments or other agreements may be structured to only be effective so long as the CanadaCo LIL investment and the FLG, FLG2 and FLG3 remain outstanding.

Due Diligence: From and after the effective date of this AIP, the Province will give access to GOC's representatives to a data room to allow GOC and its advisors to complete GOC's due diligence update review of the Project, the Project Cos, and their assets including key agreements. The concepts and requirements of FLG and FLG2 as to GOC consents will be used for FLG3. The due diligence investigation will include, but is not limited to, a review of the Issuers' financial, legal, tax, technical aspects, environmental and intellectual property and any other matters as legal counsel to GOC and to GOC's representatives, and other advisors deem reasonably necessary.

Conditions to Closing: The closing of the Transactions would be subject to customary conditions, including:

(a) Approval of the Transactions by the GOC and the Province, including any revisions to regulations, legislation or ministerial authorizations as are necessary to complete the transactions;

(b) Approval of the boards of directors of each CanadaCo and NL Cos. so requiring;

(c) Completion of satisfactory due diligence by GOC and the Province;

(d) Commissioning of the Projects to the requirements of Commissioning as set out pursuant to the project finance agreements for FLG and FLG2, or as GOC agrees otherwise;

(e) Confirmation that the allocation of responsibility for the Lower Churchill Projects reaching Commissioning as to cost and technical aspects remains with the Province and the NLCos as set out in FLG and FLG2;

(f) Confirmation that the scope of the Lower Churchill Projects subject to the arrangements with Canada remains unchanged such that any additional investments in project assets or broader electrical system assets that may be required will be to the risk of the Province and Nalcor and such other NLCos; and

(g) Execution of the described Agreements by the relevant party for each of GOC and the Province and each other party in a form acceptable to each such party.

Notwithstanding the forgoing: a) upon i) the Commissioning of the MF/LTA Project and ii) signing of the Definitive Agreements (including the signing of agreements associated with the LIL Investment, held in escrow), NL can proceed with the issuance of FLG3 with all proceeds to be placed in escrow; b) funds will remain in escrow until Commissioning of the LIL but with release permitted of the amount required to fund the December 1, 2021 sinking fund and principal payments. As a condition for the issuance of FLG3 on this basis, the amount of equity cost overruns in MF/LTA will be converted to Preferred Shares and all other equity invested in MF/LTA will be deemed to be invested as of the date of MF/LTA commissioning for purposes of determining the revenue requirements under the PPA. Furthermore, any further cost overruns on MF/LTA from that date forward will be funded with preferred equity with a 3% coupon rate payable commencing once all final costs have been determined for MF/LTA (such preferred equity to otherwise be on the same terms and conditions as describe under "MF/LTA capital restructuring" above).

Finality: The parties acknowledge that the steps taken in this restructuring are to be a full and final accommodation by Canada to the terms

	of the financing of the Projects. The Province and its entities have the responsibility to manage any outstanding risks and costs of the Projects, as may arise from legal, policy, regulatory, market, operational, or other factors.
Definitive Agreements:	In addition to the terms specifically described in this AIP, which are to be addressed and included in general, the definitive agreements relating to the Transactions will contain standard representations, warranties, survival periods, indemnification, limits on indemnification, covenants, termination rights and other provisions appropriate for a transaction of the type contemplated in this AIP.
Negotiations:	The parties agree to make or cause to be made their reasonable best efforts to finalize the drafts of the definitive agreements by no later than September 30, 2021 and to work to meet the Conditions to Closing. The negotiation of the definitive agreements will be done in good faith and in keeping with these terms.

3. GENERAL

Expenses:	The parties to the AIP and to the master/definitive agreements will pay the transaction expenses, including the fees and expenses of legal, investment bankers and other advisors incurred in connection with the Transactions on the same basis as for FLG and FLG2.
Confidentiality:	This AIP and any Term Sheet that is prepared in furtherance of this AIP are confidential to the parties and their representatives and is subject to the confidentiality agreement entered into between GOC and the Province as of February 23, 2021, which continues in full force and effect.
Publicity:	All public notices to third parties and publicity concerning this AIP and detailed Term Sheet and the proposed transactions they describe will be jointly planned and coordinated by the GOC and the Province and neither will act unilaterally in this regard without the prior approval of the other party (such approval not to be unreasonably withheld).
Governing Law:	The Definitive Agreements to be entered into among the parties to reflect the Transactions will be governed by and construed in accordance with the laws of the province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

Binding Agreements:	This Section 3 constitutes a legally binding and enforceable agreement between the parties. The parties acknowledge that, other than this section 3, this AIP is non-binding on the parties and further that the purpose of this AIP is only to express the parties' understanding of the terms to be used to negotiate future agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this AIP as of the date set forth above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Deputy Prime Minister and Minister of Finance

By (Original signed by)

Name: Honourable Chrystia Freeland
Titles: Deputy Prime Minister
Minister of Finance

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Premier and Minister for Intergovernmental Affairs

By (Original signed by)

Name: Honourable Andrew Furey
Titles: Premier
Minister for Intergovernmental Affairs

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Natural Resources

By (Original signed by)

Name: Honourable Seamus O'Regan Jr.
Title: Minister of Natural Resources