

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

PRATT & WHITNEY CANADA CORP., : CIVIL ACTION NO. _____
 :
 Petitioner, :
 :
 v. :
 :
 THE NORDAM GROUP, INC., :
 :
 Respondent. : JULY 9, 2017

**DECLARATION OF MITCHELL R. HARRIS IN SUPPORT OF PETITION FOR AN
ORDER CONFIRMING
ARBITRATION AWARD AND ENTERING JUDGMENT**

MITCHELL R. HARRIS, being duly sworn, deposes and says as follows:

1. I am a partner in the law firm of Day Pitney LLP, resident in the firm's Hartford, Connecticut office.
2. I served as counsel for Pratt & Whitney Canada Corp. ("P&WC") in its arbitration with The NORDAM Group, Inc. ("Nordam"), which was administered by the International Chamber of Commerce (the "ICC") (the "Arbitration").
3. The Arbitration arose under two agreements between P&WC and Nordam: a Purchase Agreement for Nacelle Hardware Products, dated October 18, 2010 (the "Contract"); and a Settlement Agreement dated January 4, 2017 (the "Settlement Agreement").
4. Both the Contract and the Settlement Agreement contain arbitration agreements. The arbitration agreements in the Contract and the Settlement Agreement provide that disputes are to be resolved by binding arbitration in Chicago, Illinois. The Contract and the Settlement Agreement provide that, except as otherwise agreed, the arbitration rules of the ICC govern all such arbitrations.

5. Disputes between P&WC and Nordam arose under the Contract and Settlement Agreement.

6. On December 6, 2017, P&WC transmitted a Request for Arbitration to Nordam and the ICC.

7. An arbitration panel was duly constituted, in accordance with the applicable contractual arbitration provisions and the ICC's rules.

8. On January 31, 2018, Nordam filed its Answer to Request for Arbitration, Affirmative Defenses, and Counterclaims.

9. On March 7, 2018, P&WC filed its Answer and Affirmative Defenses to Nordam's counterclaims.

10. On May 3, 2018, P&WC and Nordam entered into a stipulation to resolve the disputes raised in the Arbitration.

11. On June 28, 2018, the arbitration panel entered a "Final Award on Consent" (the "Final Award") which incorporates the parties' May 3, 2018 stipulation. The Final Award fully and finally concluded the Arbitration.

12. A true and correct copy of the Final Award is attached to this declaration.

13. The Final Award sets forth, in full and *verbatim*, the agreements to arbitrate that appear in in the Contract and the Settlement Agreement.

14. In the Contract and the Settlement Agreement, the parties agreed that any arbitration award "shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought."

15. The Final Award has not been vacated, modified, or corrected. Further, Nordam stipulated that it shall not and may not advocate against the Final Award.

16. There are no grounds to vacate, modify or correct the Final Award.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'M. R. Harris', written over a horizontal line.

Mitchell R. Harris