MAR 19 2015

COR/2015/00179-02

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act MIGA 2015-01

On January 15, 2015, the Government of Newfoundland and Labrador received your request for access to the following records:

“All permission documents (including leases, easements, licenses to occupy or other approvals or authorizations), issued by the Lands Branch of the Department of Municipal and Intergovernmental Affairs, related to Department of National Defence training or manoeuvres in Labrador from 2009-2014.”

I am pleased to inform you that your request for access to these records has been granted.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time.

If you have any further questions, please contact the ATIPP Coordinator, Rosalind Squires at (709) 729-1953.

Sincerely,

[Signature]

COLLEEN JANES
Deputy Minister for Municipal Affairs
Department of Municipal and Intergovernmental Affairs

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 t 709.729-3052 f 709.729-0943
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 14th day of June, A.D. 2013, as St. John's, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234, on November 13, 2008 under Amendment No. 106234, on December 8, 2009 under Amendment No. 106234, on August 24, 2010 under Amendment No. 106234 and on August 8, 2012 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following listing of armaments is supplemental to Schedule C1 – List of Practice Bombs added on July 25, 2002 under amendment No. 1048.

The Transfer is hereby confirmed in every other respect.
IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 4th day of June A.D. 2013
in the presence of

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

Madonna Pitcher
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2016.
<table>
<thead>
<tr>
<th>PGM (PRECISE GUIDED MUNITION) PAVEWAY 11, III AND IV WITH LASER /GPS GUIDED MODE</th>
<th>C7 WEAPON</th>
<th>SMOKE CANISTERS'</th>
<th>MUNITIONS STORES USED IN BATTLEFIELD SIMULATION</th>
<th>MUNITIONS FOR SEARCH AND RESCUE (PYROTECHNICS)</th>
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<tr>
<td>GBU - 10</td>
<td>40mm Smoke Cartridge</td>
<td>Hand smoke HC C12A</td>
<td>C4 charge Comp</td>
<td>LUU - 2A/B Flare</td>
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<td>GBU - 12</td>
<td>Hand Held flares (Comet flare)</td>
<td>Detonating Cord</td>
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<td>LUU - 2B/B Flare</td>
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<td>GBU - 16</td>
<td>Smoke Pot 1 Min white</td>
<td>Electric Detonators</td>
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<td>MARKER LOCATION MARINE (MLM)</td>
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<td>NON-electric Detonators</td>
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<td>Day/Night Flare</td>
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<td>GBU - 32</td>
<td>Smoke pot 5 min white</td>
<td>Thunderflash C1A1</td>
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<td>EGBU - 28</td>
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<td>Modular Practice Bombs (MPB)</td>
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<td>Hellfire Missile</td>
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AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 8th day of August, A.D. 2002, at St. John’s, in the Province of Newfoundland and Labrador, Canada.

Between
THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION
for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And
THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE
for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and recorded in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 885, on October 12, 1999 under Amendment No. 886, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234, on November 13, 2008 under Amendment No. 106234, on December 8, 2009 under Amendment No. 106234 and on August 24, 2010 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crowe Transfer No. 106234 is hereby amended in the following manner:

That the following clause added to SCHEDULE E-1 PERMITTED STRUCTURES on June 13, 2005 under Amendment No. 106234 is hereby deleted:

"4) Small arms ranges next to the cabin located at lat/long N 52° 17.887' W 60° 59.919'. A 25 metre and a 100 metre firing range for the maintenance of small arms proficiency that is required as part of the Special Forces skill set. The 25 metre range shall be located approximately 50 metres south of the cabin and the 100 metre range shall be located approximately 75 metres west of the cabin. The 100 metre range shall consist of a dirt backdrop 2 metres high and 5 metres wide, and the 25 metre range shall consist of a dirt backdrop 2 metres high and 25 metres wide."

And the deleted clause is hereby replaced by the following clause:

"4) Small arms ranges next to the cabin located at lat/long N 52° 17.887' W 60° 59.919'. A 25 metre and a 100 metre firing range for the maintenance of small arms proficiency that is required as part of the Special Forces skill set. The 25 metre range shall be located at N 52° 17.860' W 60° 59.905 approximately 75 metres southwest of the cabin and the 100 metre range shall be located at N 52° 7.917' W 60° 59.912 approximately 100 metres west of the cabin. The 100 metre range shall consist of a dirt backdrop 2 metres high and 5 metres wide, and the 25 metre range shall consist of a dirt backdrop 2 metres high and 25 metres wide."
The Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 8th day of August, d. 2018
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

Madonna Pitcher
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador
My commission expires on December 31, 2016
APPLICATION FOR CROWN LANDS

FOR DEPARTMENT USE ONLY

APPLICATION NO. __________________________ RECEIPT NO. __________________________
FILE NO. __________________________ AMOUNT: __________________________ DATE ______
DATE REGISTERED __________________________ INDICATED ON PLAN NO. __________________________
INITIAL __________________________ TOPO NO. __________________________ INITIAL ______

APPLICATION INFORMATION

SURNAME __________________________ GIVEN NAME __________________________ MIDDLE NAME __________________________ AGE ______
MAILING ADDRESS 5 WINE CREEK RAY 10 BOX 7002
CITY/TOWN HV-G-B PROVINCE NL POSTAL CODE ADD 1 0 0
BUSINESS TELEPHONE 709-896 0958 HOME TELEPHONE
ARE YOU A RESIDENT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR? YES NO
ARE YOU AN EMPLOYEE OF THE DEPARTMENT OF ENVIRONMENT AND CONSERVATION? YES NO
HAVE YOU, YOUR SPOUSE, OR ANY DEPENDENT CHILDREN EVER APPLIED FOR, OR RECEIVED LAND FROM THE CROWN? YES NO
IF YES, SPECIFY TITLE NO(S).

PROPOSED TENURE AND USE

TYPE OF APPLICATION LEASE ☐ GRANT ☐ LICENCE TO OCCUPY ☐
LAND USE RESIDENCE ☐ COTTAGE ☐ AQUACULTURE ☐ AGRICULTURE (provide details below) ☐
COMMERCIAL (provide detailed description below) ☐ OTHER (provide details below) ☐
AMENDMENT TO TAC 106234
(REPLACE CLAUSE 4 TO ACCOMMODATE CHANGES)

DESCRIBE BUILDINGS TO BE ERECTED (if applicable)

DIMENSIONS: LENGTH __________ WIDTH __________

PROPOSED WATER AND SEWAGE FACILITIES (if applicable)

WELL ☐ SEPTIC ☐ MUNICIPAL WATER ☐ MUNICIPAL SEWER ☐ OTHER (provide details below) ☐
LAND DESCRIPTION

THE LAND IS SITUATED AT
MINIPI LAKE

IN THE ELECTORAL DISTRICT OF
LAKE MELVILLE

IS THE LAND APPLIED FOR LOCATED WITHIN MUNICIPAL BOUNDARIES? YES NO

IF YES, YOU MUST ENCLOSE A MUNICIPAL RECOMMENDATION FORM

NOTE: THIS FORM IS AVAILABLE FROM THE MUNICIPAL COUNCIL, REGIONAL LANDS OFFICE, & GOVERNMENT SERVICE CENTRES

APPROXIMATE DIMENSIONS OF THE LAND
FRONTAGE _______ metres DEPTH _______ metres

DISTANCE TO CLOSEST WATERBODY _______ metres NAME OF WATERBODY (if applicable)

IS THE SITE ACCESSIBLE BY ROAD? YES NO

IF NO, WILL THE SITE REQUIRE NEW ROAD CONSTRUCTION FOR ACCESS? YES NO

IF YES, WHAT WILL BE THE APPROXIMATE LENGTH OF THE ROAD? _______ metres

FOR SITES WITHOUT ROAD ACCESS, PLEASE INDICATE METHOD OF TRANSPORTATION
☐ WALKING ☐ A.T.V. ☐ BOAT ☐ SNOWMOBILE ☐ AIRCRAFT

FOR SITES WITHOUT ROAD ACCESS, LOCATION OF ACCESS ROUTE MUST BE INDICATED ON THE MAP ATTACHED TO THE APPLICATION AND ACCESS BY A.T.V. MUST BE IN ACCORDANCE WITH A.T.V. REGULATIONS.

IS THE SITE PRESENTLY OCCUPIED: FENCES, BUILDINGS, SIGNS, CLEARING, LOCAL UNDERSTANDING? YES NO

IF YES, STATE YEAR OCCUPATION COMMENCED, AREA OCCUPIED AND NAME OF PERSON WHO DEVELOPED OR OCCUPIED THE LAND

ARE YOU AWARE OF ANY EVIDENCE OF PREVIOUS LAND USE, SUCH AS ENCES, BUILDINGS, SIGNS, CLEARING, LOCAL UNDERSTANDING, ETC.? YES NO

IF YES, STATE YEAR OCCUPATION COMMENCED, AREA OCCUPIED AND NAME OF PERSON WHO DEVELOPED OR OCCUPIED THE LAND

DESCRIPTION OF LAND

Please Note: When your application is accepted by this Department you are required to identify the site in the field by clearly marking your corner posts. If there is a discrepancy between the area marked in the field and the area indicated on the map, the latter shall prevail.

Sketch the land applied for showing distance to prominent nearby features such as buildings, fences, road intersections. Map must also be attached.

BOUNDED ON NORTH BY

BOUNDED ON SOUTH BY

BOUNDED ON EAST BY

BOUNDED ON WEST BY

PLEASE NOTE: IT IS THE POLICY OF THE CROWN LANDS DIVISION TO ACCEPT APPLICATIONS ON A FIRST COME, FIRST SERVE BASIS. APPLICATIONS MUST BE FULLY COMPLETED, WITH A MAP SHOWING THE EXACT LOCATIONS OF THE LAND APPLIED FOR TOGETHER WITH THE APPLICATION FEE. THE APPROVED MUNICIPAL RECOMMENDATION FORM FROM COUNCIL, IF APPLICABLE, MUST ALSO BE ATTACHED. ONLY THEN WILL THE APPLICATION BE ACCEPTED AND DEEMED REGISTERABLE BY THIS DEPARTMENT.
AFFIDAVIT OF APPLICANT (to be read carefully)

I, ____________________________, do hereby make oath and declare as follows:

(a) The information contained in this application is true and correct to the best of my knowledge and belief.
(b) I have inspected the land applied for and have found no evidence of occupation (with the exception of No. 6 and/or No. 7 on page 1, where applicable).
(c) I am not aware of any adverse claim to the land applied for by any person(s).
(d) I recognize and accept that I am solely responsible for correctly identifying the parcel of land that is the subject of this application.
(e) I fully understand that acceptance of this application by the Department does not give me any rights or privileges in relation to the land under application.
(f) I FULLY UNDERSTAND THAT THE LAND IS NOT TO BE OCCUPIED UNTIL I RECEIVE A FULLY EXECUTED TITLE DOCUMENT.
(g) I FULLY UNDERSTAND THAT, UNDER SECTION 14 OF THE LANDS ACT, THE MINISTER OF GOVERNMENT SERVICES AND LANDS MAY CANCEL OR REFUSE THIS APPLICATION AT HIS OR HER DISCRETION AT ANY TIME PRIOR TO THE DELIVERY OF A FULLY EXECUTED TITLE DOCUMENT.

Sworn before me

At ____________________________

this ______ day of __________, 20_____.

______________________________
Official Administering Oath

__________________________
Applicant's Signature

NOTE: A non-refundable processing fee of ONE HUNDRED DOLLARS ($100.00 plus H.S.T.) must accompany this application.

Cheques or money orders are to be made payable to the NEWFOUNDLAND EXCHEQUER ACCOUNT.
### FOR DEPARTMENT USE ONLY

#### SUMMARY OF AGENCY REFERRALS

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<th>Refused</th>
<th>Comments Attached</th>
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**Officers Comments:**

Amendment to transfer # 166 to tract # 234, to delete existing clause 4 and replace with new.

Date

**Recommendation of Regional Office:**

☐ Approved (Complete section below)  ☐ Refused (Give reason)

Date

**Regional Lands Manager**

This section to be completed by Regional Office when approval is recommended.

Area approved  Frontage  Consideration/Rental  Back/Rental

☐ Lease  ☐ Grant  ☐ Licence  ☐ Other  ☐ Type

Cabinet approval required  ☐ Yes  ☐ No

Special instructions to surveyor (If any):

Date

**Departmental decision:**

☑ Approved  ☐ Refused  ☐ Deferred  ☐ To Cabinet

Special instructions:

Date

Director of Lands Management
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 24 day of August, A.D. 2010, at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

AND THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE ONE PART

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234 on November 13, 2008 under Amendment No. 196234 and on December 8, 2009 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following listing of structures labeled as 4) and 5) is hereby supplemental to SCHEDULE E-1 PERMITTED STRUCTURES attached to Amendment number 1048 of Transfer number 106234 dated July 25, 2002 and further outlined on the diagrams provided by the Department of National Defence in correspondence dated December 10, 2009 addressed to the Intergovernmental Affairs Secretariat from Wing Commander, 5 Wing Goose Bay.

4) Four structures for the purpose of providing overnight and extended accommodations for ground forces, ground air controllers and maintenance personnel as well as storage of training and maintenance equipment that shall include:

(i) Ablution facility being approximately 75 square metres consisting of showers, washroom, storage and utility rooms;

(ii) Operations facility being approximately 75 square metres comprised of communications, medical and dining facilities; and

(iii) Two storage buildings being approximately 112 square metres each.

Amendment No. 106234
Title
Date Aug 4, 2010

12
5) Expansion of existing target facilities in the form of four Urban Built-Up Areas (UBA)
being simulated towns and village target facilities each having a surface area of 6.25
hectares and consisting of moveable, as well as fixed structures, with roads and trails.
PROVIDED that the UBA sites are located within the twenty-four (24) square kilometre
area identified by coordinates; N5794000 E634000 to N5798000 E634000 to N5798000
E640000 to N5794000 E640000 and located at the following coordinate positions; UBA1
N5795907 E639205, UBA2 N5794788 E638801, UBA3 N5797649 E637896 and UBA4
N5795957 E635057, being referenced to Universal Transverse Mercator, Zone 20, North
American Datum of 1927. AND it is further provided that the Minister shall be notified in
writing by the Department of National Defence of any relocation of the coordinate
positions of a UBA site.

The Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 29th day of August A.D. 2010,
in the presence of:

Roxanne Aylward
Witness

 Minister of Environment and Conservation

ROXANNE AYLWARD
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My
commission expires on the 31st day of December 2013.
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Officers Comments:  
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Date:  
Lands Management/Lands Officer

**Recommendation of Regional Office:**

- Approved (Complete section below)  
- Refused (Give reason)

Date:  
Regional Lands Manager

This section to be completed by Regional Office when approval is recommended.

Area approved:  
Frontage:  
Consideration/Rental:  
Back/Rental:  
- Lease  
- Grant  
- Licence  
- Other  
- Type:  

Cabinet approval required:  
Yes □  No □

Special instructions to surveyor (if any):  
_________________________________________________________________

**Departmental decision:**

- Approved  
- Refused  
- Deferred  
- To Cabinet:  

Special instructions:  
Based on recommendations through ILUC Projects 1307 and 1317, the amendment is approved

Date:  
Signature:  

Manager of Crown Lands
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 8th day of Dec., A.D. 2009, at St. John’s, in the Province of Newfoundland and Labrador, Canada.

Between

THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION

for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the “Minister”)

OF THE ONE PART

And

THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE

for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called “National Defence”)

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234, and on November 13, 2008 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following listing of structures labelled as 3) is hereby supplemental to SCHEDULE E-1 PERMITTED STRUCTURES attached to Amendment number 1048 of Transfer number 106234 dated July 25, 2002 and further outlined on the diagram provided by the Department of National Defence is correspondence dated August 19, 2009 addressed to the Intergovernmental Affairs Secretarial from Wing Commander, 3 Wing Goose Bay.

3) Four cabins, each containing a floor area not to exceed 90 square metres for the purpose of providing overnight accommodation for ground forces, forward air controllers and maintenance personnel involved in the operation of the air weapons range.

The Transfer is hereby confirmed in every other respect.
IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 8th day of Dec., A.D. 2009
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

ANN MARIE BASTOW
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2012.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Monitoring Well Site

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Dome Mountain (hereinafter called the demised premises), TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 8th day of April A.D. 2009, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder on the 12th day of March A.D. 2009

[Signature]

Licence Holder

SIGNED by the Minister of Environment and Conservation on the 8th day of April A.D. 2009.

[Signature]

Minister of Environment and Conservation
SCHEDULE B

1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be held over upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
SCHEDULE B

12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Monitoring Well Site

1. The Holder agrees that the results of the testing of water and soil samples shall be provided to the Department of Environment and Conservation, Pollution Prevention Division and the Department of Government Services, Government Service Centre Division on a quarterly basis.

2. The Holder agrees that, in the event the testing results determine that an area has been impacted by activities which occurred during use or occupation of the lands by Her Majesty In Right of Canada, her administrators, employees or agents, the Holder will re-mediate the site so that it meets Provincial Requirements under the Environment Protection Act and subsequent Regulations.

3. A valid cutting permit must be obtained from the Department of Natural Resources prior to clearing of any timber.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19A (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 10th day of May A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 15th day of April A.D. 2010

[Signature]

Licence Holder

SIGNED by the Minister of Environment and Conservation
on the 10th day of May A.D. 2010

[Signature]

Minister of Environment and Conservation
SCHEDULE B

1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be held upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
SCHEDULE B

12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
Government of Newfoundland and Labrador
Department of Environment and Conservation

No. 135370

LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19B (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 10 day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 23rd day of February A.D. 2019

Licence Holder

SIGNED by the Minister of Environment and Conservation
on the 10th day of March A.D. 2010

Minister of Environment and Conservation
1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be held upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
SCHEDULE B

12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19D (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 23 day of February A.D. 2010.

Licence Holder

SIGNED by the Minister of Environment and Conservation
on the 10 day of May A.D. 2010

Minister of Environment and Conservation
GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR
Department of Environment and Conservation
Lands Branch
Labrador Regional Lands Office
13 Churchill Street
P.O. Box 3014, Station "B"
Happy Valley-Goose Bay
Labrador, NL, A0P 1E0
Telephone (709) 696-2488
Facsimile (709) 696-2566

Name: Department of National Defence
Licence No.: L-135371
Location: Red Wine River
Map No.: 13F/13
NAD: 83
N 5968312

SCALE 1:50,000

Zone: 4
E 273309

Boundaries and positions of features are approximate
SCHEDULE B

1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be held upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
SCHEDULE B

12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19E (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 10th day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder on the 23rd day of February A.D. 2010

SIGNED by the Minister of Environment and Conservation on the 10th day of May A.D. 2010

Licence Holder

Minister of Environment and Conservation
SCHEDULE B

1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be holden upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.

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12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
licence
for occupancy of crown land
for the purpose of
military camera target

under the provisions of subsection 6(1) of the lands act, chapter 36 of the statutes of newfoundland and labrador, 1991, as amended, her majesty the queen in right of newfoundland and labrador (hereinafter called the "crown") represented herein by the honourable the minister of environment and conservation for the province of newfoundland and labrador (hereinafter called the "minister") does hereby issue a licence for occupancy (hereinafter called the "licence") unto

department of national defence

in the province of newfoundland and labrador (hereinafter called the "licence holder") his/her or their heirs, executors, administrators and assigns all that piece or parcel of land delineated in the attached schedule a, and being situate at red wine river - 19f (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares, to have and to hold the demised premises unto the licence holder for the term of ten (10) years from the 10 day of march, a.d. 2010, subject to the reservations, terms and conditions hereinafter set out;

provided that the licence holder covenants and agrees to comply in all respects to the terms and conditions as outlined in schedule b and schedule c of these presents;

and further provided that this licence shall not be assigned or conveyed without the prior written consent of the minister and then only on such terms and upon payment of such fees as the minister may prescribe.

signed by the licence holder on the 25 day of february, a.d. 2010

[signature]

licence holder

signed by the minister of environment and conservation on the 10 day of may, a.d. 2010

[signature]

minister of environment and conservation
1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be holden upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
SCHEDULE B

12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
LICENCE

FOR OCCUPANCY OF CROWN LAND

for the purpose of

Military Camera Target

Under the provisions of Subsection 6(1) of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19G (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 10 day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder

on the 23 day of January A.D. 2010

[Signature]

Licence Holder

SIGNED by the Minister of Environment and Conservation

on the 10 day of May A.D. 2010

[Signature]

Minister of Environment and Conservation
1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be holden upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19H (hereinafter called the demised premises), comprising an area not to exceed 0.4 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 10 day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 23rd day of February A.D. 2010.

[Signature]
Licence Holder

SIGNED by the Minister of Environment and Conservation
on the 10th day of March A.D. 2010.

[Signature]
Minister of Environment and Conservation
SCHEDULE B

1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be held upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target

1. The Licence Holder shall not construct other structures or buildings on the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target – Mock Village

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented heren by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River - 19 Village nr 1 (hereinafter called the demised premises), comprising an area not to exceed 8.7 hectares with a frontage of 250 metres, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 16 day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 23 day of February A.D. 2010.

..................................  
Licence Holder

SIGNED by the Minister of Environment and Conservation
on the 10 day of May A.D. 2010

..................................  
Minister of Environment and Conservation
1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be holden upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target – Mock Village

1. The Licence Holder shall not construct other structures or buildings on the land or use the demised premises for a purpose other than that identified within the initial request for the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Military Camera Target/Mock Village/2 Accommodations Cabins

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

DEPARTMENT OF NATIONAL DEFENCE

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") his/her or their heirs, executors, administrators and assigns ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Red Wine River-19 Village 2+2 Bunkhouses (hereinafter called the demised premises), comprising an area not to exceed 8 hectares and a frontage of 400 metres, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of ten (10) years from the 10th day of March A.D. 2010, SUBJECT to the reservations, terms and conditions hereinafter set out;

PROVIDED that the Licence Holder covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule B and Schedule C of these presents;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 23rd day of February A.D. 2010

Licence Holder

SIGNED by the Minister of Environment and Conservation
on the 10th day of March A.D. 2010

Minister of Environment and Conservation
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
Department of Environment and Conservation
Lands Branch
Labrador Regional Lands Office
13 Churchill Street
P.O. Box 3014, Station "B"
Happy Valley-Goose Bay
Labrador, NL, A0P 1E0
Telephone (709) 896-2488
Facsimile (709) 896-9586

Name: Department of National Defence
Licence No.: L-135380
Location: Red Wine River
Map No.: 13F/13
NAD: 83
N 5967572

SCALE 1:50,000
Boundaries and positions of features are approximate

Licence # L-135380
SCHEDULE B

1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.

2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.

3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.

4. The Licence constitutes the approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other government departments or agencies.

5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenantants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.

7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.

8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation.

9. The Licence is subject to the condition that the demised premises shall be held upon, under and subject to all other regulations and conditions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.

10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.

11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation.
SCHEDULE B

12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Government Services and the Minister of Environment and Conservation and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.

13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.

14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.

15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
SCHEDULE C

Military Camera Target/Mock Village/2 Accommodations Cabins

1. The Licence Holder shall not construct other structures or buildings on the land or use the demised premises for a purpose other than that identified within the initial request for the land without prior written consent of the Minister of Environment and Conservation.

2. The Licence Holder must comply with all regulations in effect to prevent forest fires.

3. All waste materials must be disposed of at an approved waste disposal site unless otherwise authorized by the Minister of Government Services.

4. A fifteen (15) metre wide buffer zone of undisturbed vegetation must be maintained between all development and water bodies.

5. Timber shall not be cut or removed from the site without required permitting from the Dept. of Natural Resources.
PERMISSION TO OCCUPY CROWN LAND

Permission is hereby given to Department of National Defence (hereinafter the “Holder” which expression shall include his/her/its heirs, executors, administrators and all employees and agents) to enter upon Crown land situated at Twin Falls, as shown on the attached plan, for the purpose of Firing Range Safety Template, as outlined in Crown Land Application Number 135588, subject to the following terms and conditions:

1. This permission constitutes approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other Branches of the Department of Environment and Conservation, Departments, Agencies or municipal council.

2. This permission terminates on March 8, 2010 and may be cancelled at any time.

3. This permission does not authorize the Holder to enter upon private land, to dispute private claims to land, or to obstruct any rights-of-way that may exist in the area to be occupied.

4. The Holder agrees to indemnify and save harmless the Minister of Environment and Conservation and his/her employees and agents and the Government of Newfoundland and Labrador and its employees and agents against any and all liability, loss, damages, costs and expenses resulting, for whatever reason, directly or indirectly from the Holder’s use or occupation of the land.

5. In the event this permission is cancelled, the Holder agrees to remove all buildings and structures placed upon the land and restore the land to its original condition within ninety (90) days from the date of notice of cancellation. Should the Holder fail to comply with this Condition, the Minister may remove or demolish all buildings and property remaining on the land in any manner the Minister sees fit, and the Holder agrees to compensate the Minister within 30 days of presentation of the bill or invoice for the total costs incurred by the Minister in removing or demolishing the structures and restoring the land as a debt due to the Minister. Furthermore, the indemnity contained in Condition 3 of this Permission shall remain in full force and effect until all structures are removed or demolished and the site is restored to the satisfaction of the Minister of Environment and Conservation.

6. A valid cutting permit must be obtained from the local Forestry Office, Department of Natural Resources prior to the clearing of any timber.
7. This Permission does not convey the right to extract any minerals including limestone, granite, slate, marble, gypsum, marl, clay, gravel, peat, coal, naturally occurring gas or petroleum, or salt from or under the said parcel of land.

8. This Permission is subject to the condition that there is a reservation 15 metres wide adjacent to the high water mark of any water body and the Holder covenants and agrees:

(A) This Permission does not authorize the Holder to occupy the said reservation.

(B) Development of any type on this reservation is prohibited unless an application to develop is duly processed under Section 7 of the Lands Act and approved by the Lieutenant Governor in Council.

9. This Permission is not transferrable.

10. This Permission shall not become effective until both copies of this Permission are signed and dated by the Holder in the space provided, and a copy is returned to the Regional Lands Manager at the address listed.

[Signature]
Regional Lands Manager

Agreement of Holder:

[Signature]
I, [Signature], on behalf of Department of National Defence, hereby accept all of the terms and conditions of this Permission to Occupy Crown Land dated February 15, 2010.

16 Feb 2010
DATE

ALEXANDER [Signature]
HOLDER

Attachment
PERMISSION TO OCCUPY CROWN LAND

Permission is hereby given to the Department of National Defence (hereinafter the “Holder” which shall include its administrators and all employees and agents) to enter upon Crown land situated at Trans Labrador Highway, as outlined on the attached Schedule A for the purpose of establishing and maintaining Monitoring Well Sites subject to the following terms and conditions:

1. This Permission constitutes approval of the Lands Branch, Department of Environment and Conservation only and does not waive the required consent of other Departments, Departmental Branches, Agencies or a Municipal Council.

2. This Permission does not authorize the Holder to enter upon private land, to dispute private claims to land, or to obstruct any rights-of-way that may exist in the area to be occupied and it shall not be construed as a warranty that title of the lands that are the subject of this Permission lies in the Crown.

3. The Holder agrees to indemnify and save harmless the Minister of Environment and Conservation and his/her employees and agents and the Government of Newfoundland and Labrador and its employees and agents against any and all liability, loss, damages, costs and expenses resulting, for whatever reason, directly or indirectly from the Holder’s use or occupation of the land.

4. This Permission is of a temporary nature and it terminates upon the conclusion of the event activities or the date October 19, 2014 whichever occurs first. It may be cancelled at any time at the discretion of the Department of Environment and Conservation.

5. In the event of the termination or cancellation of this Permission the Holder agrees to remove all structures and equipment placed upon the land and to restore the land to its original condition within ninety (90) days of the termination date. Should the Holder fail to comply with this condition, the Minister of Environment and Conservation may remove or demolish all structures and equipment remaining on the land in any manner the Minister sees fit, and the Holder agrees to compensate the Minister within 30 days of presentation of the bill or invoice for the total costs incurred by the Minister in removing or demolishing the structures and equipment and restoring the land as a debt due to the Minister. Furthermore, the indemnity contained in Condition 3 of this Permission shall remain in full force and effect until all structures and equipment are removed or demolished and the site is restored to the satisfaction of the Minister of Environment and Conservation.
6. A valid cutting permit must be obtained from the Department of Natural Resources prior to the clearing of any timber.

7. This Permission does not convey the right to extract any minerals including limestone, granite, slate, marble, gypsum, marl, clay, gravel, peat, coal, naturally occurring gas or petroleum, or salt from or under the said parcel of land.

8. This Permission is not transferable.

9. This Permission shall not become effective until both copies of this Permission are signed and dated by the Holder in the space provided, and a copy is returned to the Regional Lands Manager at the address listed.

Agreement of Holder:

I, Dominique Babin, on behalf of the Department of National Defence, hereby accept all of the terms and conditions of this Permission to Occupy Crown Land.

2012 - 11 - 01
DATE

HOLDER

Attachment
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 14th day of June, A.D. 2013, as St. John's, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234, on November 13, 2008 under Amendment No. 106234, on December 8, 2009 under Amendment No. 106234, on August 24, 2010 under Amendment No. 106234 and on August 8, 2012 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following listing of armaments is supplemental to Schedule C1 – List of Practice Bombs added on July 25, 2002 under amendment No. 1048.

The Transfer is hereby confirmed in every other respect.
IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 24th day of June, A.D. 2013
in the presence of

Madonna Pitcher
Witness

Madonna Pitcher
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2016.
## Supplemental List
### Schedule C1 - List of Practice Bombs

<table>
<thead>
<tr>
<th>PGM (PRECISE GUIDED MUNITION) PAVEWAY 11, III AND IV WITH LASER /GPS GUIDED MODE</th>
<th>C7 WEAPON</th>
<th>SMOKE CANISTERS</th>
<th>MUNITIONS STORES USED IN BATTLEFIELD SIMULATION</th>
<th>MUNITIONS FOR SEARCH AND RESCUE (PYROTECHNICS)</th>
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<tbody>
<tr>
<td>GBU - 10</td>
<td>40mm Smoke Cartridge</td>
<td>Hand smoke HC C12A</td>
<td>C4 charge Comp</td>
<td>LUU - 2A/B Flare</td>
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<tr>
<td>GBU - 12</td>
<td>Hand Held flares (Comet flare)</td>
<td>Detonating Cord</td>
<td>LUU - 2B/B Flare</td>
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<td>GBU - 16</td>
<td>Smoke Pot 1 Min white</td>
<td>Electric Detonators</td>
<td>MARKER LOCATION MARINE (MLM)</td>
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<tr>
<td>GBU - 31</td>
<td>Smoke Pot 3 min white</td>
<td>NON-electric Detonators</td>
<td>Day/Night Flare</td>
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<tr>
<td>GBU - 32</td>
<td>Smoke pot 5 min white</td>
<td>Thunderflash C1A1</td>
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<td>GBU - 38</td>
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<td>Artillery Simulation</td>
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<td>EGBU - 27</td>
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<td>EGBU - 28</td>
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<tr>
<td>Modular Practice Bombs (MPB)</td>
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<tr>
<td>Hellfire Missile</td>
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AMENDMENT TO CROWN TRANSFER 106234

This Agreement made this 8th day of August, A.D. 2022, at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

AND THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE ONE PART

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 550, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234, on November 13, 2008 under Amendment No. 106234, on December 8, 2009 under Amendment No. 106234 and on August 24, 2010 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following clause added to SCHEDULE E-1 PERMITTED STRUCTURES on June 13, 2005 under Amendment No. 106234 is hereby deleted:

"4) Small arms ranges next to the cabin located at lat/long N 52° 17.887' W 60° 59.919'. A 25 metre and a 100 metre firing range for the maintenance of small arms proficiency that is required as part of the Special Forces skill set. The 25 metre range shall be located approximately 50 metres south of the cabin and the 100 metre range shall be located approximately 75 metres west of the cabin. The 100 metre range shall consist of a dirt backstop 2 metres high and 5 metres wide, and the 25 metre range shall consist of a dirt backstop 2 metres high and 25 metres wide."

And the deleted clause is hereby replaced by the following clause:

"4) Small arms ranges next to the cabin located at lat/long N 52° 17.887' W 60° 59.919'. A 25 metre and a 100 metre firing range for the maintenance of small arms proficiency that is required as part of the Special Forces skill set. The 25 metre range shall be located at N 52° 17.866' W 60° 59.905 approximately 75 metres southwest of the cabin and the 100 metre range shall be located at N 52° 17.917' W 60° 59.912 approximately 100 metres west of the cabin. The 100 metre range shall consist of a dirt backstop 2 metres high and 5 metres wide, and the 25 metre range shall consist of a dirt backstop 2 metres high and 25 metres wide."
The Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 8th day of August, A.D. 2018
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

Madonna Pitcher
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2018.
Newfoundland
Labrador
Environment and Conservation

APPLICATION FOR
CROWN LANDS

FOR DEPARTMENT USE ONLY

APPLICATION NO. __________________________ RECEIPT NO. __________________________
FILE NO. __________________________ AMOUNT: __________________________ DATE __________________________
DATE REGISTERED __________________________ INDICATED ON PLAN NO. __________________________
INITIAL __________________________ TOPO NO. __________________________ INITIAL ________________

APPLICATION INFORMATION

SURNAME

GIVEN NAME

MIDDLE NAME

AGE

MAILING ADDRESS

5 Wine Cape Bay

10 Box 7002

CITY/TOWN

HUNTER\N

PROVINCE

NL

POSTAL CODE

ADD 1 CO

BUSINESS TELEPHONE

709-896 8958

HOME TELEPHONE

ARE YOU A RESIDENT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR? □ YES □ NO

ARE YOU AN EMPLOYEE OF THE DEPARTMENT OF ENVIRONMENT AND CONSERVATION? □ YES □ NO

HAVE YOU, YOUR SPOUSE, OR ANY DEPENDENT CHILDREN EVER APPLIED FOR, OR RECEIVED LAND FROM THE CROWN? □ YES □ NO

IF YES, SPECIFY TITLE NO(S).

PROPOSED TENURE AND USE

TYPE OF APPLICATION

□ LEASE □ GRANT □ LICENCE TO OCCUPY

LAND USE

□ RESIDENCE □ COTTAGE □ AQUACULTURE □ AGRICULTURE (provide details below)

□ COMMERCIAL (provide detailed description below) □ OTHER (provide details below)

AMENDMENT TO TAC 106 234

(REPLACE CLAUSE 4 to ACCOMMODATE CHANGES)

SEE LATER

DESCRIBE BUILDINGS TO BE ERECTED (if applicable)

DIMENSIONS: LENGTH _______ WIDTH _______

PROPOSED WATER AND SEWAGE FACILITIES (if applicable)

□ WELL □ SEPTIC □ MUNICIPAL WATER □ MUNICIPAL SEWER □ OTHER (provide details below)
LAND DESCRIPTION

THE LAND IS SITUATED AT MINIPI LAKE

IN THE ELECTORAL DISTRICT OF LAKE MELVILLE

IS THE LAND APPLIED FOR LOCATED WITHIN MUNICIPAL BOUNDARIES? YES NO IF YES, YOU MUST ENCLOUSE A MUNICIPAL RECOMMENDATION FORM

IF YES, YOU MUST ENCLOUSE A MUNICIPAL RECOMMENDATION FORM

NOTE: THIS FORM IS AVAILABLE FROM THE MUNICIPAL COUNCIL, REGIONAL LANDS OFFICE, & GOVERNMENT SERVICE CENTRES

APPROXIMATE DIMENSIONS OF THE LAND

FRONTAGE metres NAME OF WATERBODY (if applicable)

DISTANCE TO CLOSEST WATERBODY metres DEPTH metres

IS THE SITE ACCESSIBLE BY ROAD? YES NO

IF NO, WILL THE SITE REQUIRE NEW ROAD CONSTRUCTION FOR ACCESS? YES NO IF YES, WHAT WILL BE THE APPROXIMATE LENGTH OF THE ROAD? metres

FOR SITES WITHOUT ROAD ACCESS, PLEASE INDICATE METHOD OF TRANSPORTATION WALKING A.T.V. BOAT SNOWMOBILE AIRCRAFT

FOR SITES WITHOUT ROAD ACCESS, LOCATION OF ACCESS ROUTE MUST BE INDICATED ON THE MAP ATTACHED TO THE APPLICATION AND ACCESS BY A.T.V. MUST BE IN ACCORDANCE WITH A.T.V. REGULATIONS.

IS THE SITE PRESENTLY OCCUPIED: FENCES, BUILDINGS, SIGNS, CLEARING, LOCAL UNDERSTANDING? YES NO

IF YES, STATE YEAR OCCUPATION COMMENCED, AREA OCCUPIED AND NAME OF PERSON WHO DEVELOPED OR OCCUPIED THE LAND

ARE YOU AWARE OF ANY EVIDENCE OF PREVIOUS LAND USE, SUCH AS ENCLES, BUILDINGS, SIGNS, CLEARING, LOCAL UNDERSTANDING, ETC.? YES NO

IF YES, STATE YEAR OCCUPATION COMMENCED, AREA OCCUPIED AND NAME OF PERSON WHO DEVELOPED OR OCCUPIED THE LAND

DESCRIPTION OF LAND

Please Note: When your application is accepted by this Department you are required to identify the site in the field by clearly marking your corner posts. If there is a discrepancy between the area marked in the field and the area indicated on the map, the latter shall prevail.

Sketch the land applied for showing distance to prominent nearby features such as buildings, fences, road intersections. Map must also be attached.

BOUNDED ON NORTH BY

BOUNDED ON SOUTH BY

BOUNDED ON EAST BY

BOUNDED ON WEST BY

PLEASE NOTE: IT IS THE POLICY OF THE CROWN LANDS DIVISION TO ACCEPT APPLICATIONS ON A FIRST COME, FIRST SERVE BASIS. APPLICATIONS MUST BE FULLY COMPLETED, WITH A MAP SHOWING THE EXACT LOCATIONS OF THE LAND APPLIED FOR TOGETHER WITH THE APPLICATION FEE. THE APPROVED MUNICIPAL RECOMMENDATION FORM FROM COUNCIL, IF APPLICABLE, MUST ALSO BE ATTACHED. ONLY THEN WILL THE APPLICATION BE ACCEPTED AND DEEMED REGISTERABLE BY THIS DEPARTMENT.
AFFIDAVIT OF APPLICANT (to be read carefully)

I, ___________________________________________________________ do hereby make oath and declare as follows:

(a) The information contained in this application is true and correct to the best of my knowledge and belief.

(b) I have inspected the land applied for and have found no evidence of occupation (with the exception of No. 6 and/or No. 7 on page 1, where applicable).

(c) I am not aware of any adverse claim to the land applied for by any person(s).

(d) I recognize and accept that I am solely responsible for correctly identifying the parcel of land that is the subject of this application.

(e) I fully understand that acceptance of this application by the Department does not give me any rights or privileges in relation to the land under application.

(f) I FULLY UNDERSTAND THAT THE LAND IS NOT TO BE OCCUPIED UNTIL I RECEIVE A FULLY EXECUTED TITLE DOCUMENT.

(g) I FULLY UNDERSTAND THAT, UNDER SECTION 14 OF THE LANDS ACT, THE MINISTER OF GOVERNMENT SERVICES AND LANDS MAY CANCEL OR REFUSE THIS APPLICATION AT HIS OR HER DISCRETION AT ANY TIME PRIOR TO THE DELIVERY OF A FULLY EXECUTED TITLE DOCUMENT.

Sworn before me

At _______________________________

this ______ day of _____________ 20____

______________________________________________
Official Administering Oath

______________________________________________
Applicant’s Signature

NOTE: A non-refundable processing fee of ONE HUNDRED DOLLARS ($100.00 plus H.S.T.) must accompany this application.

Cheques or money orders are to be made payable to the NEWFOUNDLAND EXCHEQUER ACCOUNT.
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Officers Comments:

Amendment to transfer 1.16 234 to 24.
Amos giving range. Delete existing clause if and replace with new.

Date

Lands Management/Lands Officer

Recommendation of Regional Office:

☐ Approved (Complete section below)  ☐ Refused (Give reason)

Date

Regional Lands Manager

This section to be completed by Regional Office when approval is recommended.

Area approved  Frontage  Consideration/Rental  Back/Rental

☐ Lease  ☐ Grant  ☐ Licence  ☐ Other  ☐ Type

Cabinet approval required  ☐ Yes  ☐ No

Special instructions to surveyor (if any):

Departmental decision:

☐ Approved  ☐ Refused  ☐ Deferred  ☐ To Cabinet

Special instructions:

Date

Director of Lands Management
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 24th day of August, A.D. 2010, at St. John’s, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234. on November 13, 2008 under Amendment No. 196234 and on December 8, 2009 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following listing of structures labeled as 4) and 5) is hereby supplemental to SCHEDULE E-1 PERMITTED STRUCTURES attached to Amendment number 1048 of Transfer number 106234 dated July 25, 2002 and further outlined on the diagrams provided by the Department of National Defence in correspondence dated December 10, 2009 addressed to the Intergovernmental Affairs Secretariat from Wing Commander, 5 Wing Goose Bay.

4) Four structures for the purpose of providing overnight and extended accommodations for ground forces, ground air controllers and maintenance personnel as well as storage of training and maintenance equipment that shall include:

(i) Ablution facility being approximately 75 square metres consisting of showers, washroom, storage and utility rooms;
(ii) Operations facility being approximately 75 square metres comprised of communications, medical and dining facilities; and
(iii) Two storage buildings being approximately 112 square metres each.

Amendment No. 106234
Title Date Aug 6, 2010

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5) Expansion of existing target facilities in the form of four Urban Built-Up Areas (UBA) being simulated town and village target facilities each having a surface area of 6.25 hectares and consisting of moveable, as well as fixed structures, with roads and trails. PROVIDED that the UBA sites are located within the twenty-four (24) square kilometre area identified by coordinates; N5794000 E634000 to N5798000 E640000 to N5799000 E640000 to N5794000 E640000 and located at the following coordinate positions; UBA1 N5795907 E639205, UBA2 N5794788 E638501, UBA3 N5797649 E67896 and UBA4 N5795957 E635057, being referenced to Universal Transverse Mercator, Zone 20, North American Datum of 1927. AND it is further provided that the Minister shall be notified in writing by the Department of National Defence of any relocation of the coordinate positions of a UBA site.

The Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 22nd day of August A.D. 2010,
in the presence of:

Roxanne Aylward
Witness

Minister of Environment and Conservation

ROXANNE AYLWARD
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on the 31st day of December 2015.
### SUMMARY OF AGENCY REFERRALS

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**Officers Comments:**

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

**Date**

Lands Management/Lands Officer

**Recommendation of Regional Office:**

- [ ] Approved (Complete section below)
- [ ] Refused (Give reason)

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

**Date**

Regional Lands Manager

**This section to be completed by Regional Office where approval is recommended.**

Area approved:  FRONTAGE Consideration/Rental:  Back/Rental:  
- Lease  - Grant  - Licence  [ ] Other  [ ] Type:朓ter

Cabinet approval required:  [ ] Yes  [ ] No

Special instructions to surveyor (if any):

________________________________________________________________________________________

**Departmental decision:**

- [X] Approved  [ ] Refused  [ ] Deferred  [ ] To Cabinet

Special instructions: Based on recommendations through ILUC Projects 1307 and 1317, the amendment is approved.

**Date**

[Signature]

[Stamp]

[Stamp]

[Stamp]
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 8th day of Dec., A.D. 2009, at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234 on June 13, 2005 under Amendment No. 106234, and on November 13, 2008 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That the following listing of structures labelled as 3) is hereby supplemental to SCHEDULE E-1 PERMITTED STRUCTURES attached to Amendment number 1048 of Transfer number 106234 dated July 25, 2002 and further outlined on the diagram provided by the Department of National Defence in correspondence dated August 19, 2009 addressed to the Intergovernmental Affairs Secretariat from Wing Commander, 3 Wing Goose Bay.

3) Four cabins, each containing a floor area not to exceed 90 square metres for the purpose of providing overnight accommodation for ground forces, forward air controllers and maintenance personnel involved in the operation of the air weapons range.

The Transfer is hereby confirmed in every other respect.
IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 8th day of Dec. A.D. 2009
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

ANN MARIE BASTOW
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2012.
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 13th day of July, A.D. 2008, at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

AND THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE ONE PART

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, on June 20, 2004 under Amendment No. 106234, and on June 13, 2005 under Amendment No. 106234 with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

That Schedule D1 "A Range Mitigation Program For the Use of Practice Precision Guided Munitions (PGMs) (primarily Practice Laser Guided Bombs (LGBs) (for incorporation in Mitigation Orders)" as attached to Amendment 1048 of Transfer 106234 and dated July 25, 2002 is hereby rescinded and Schedule D-1 attached to this Agreement is hereby substituted in place of the former Schedule D-1.

The Transfer is hereby confirmed in every other respect.

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IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 13 day of Nov. A.D. 2008
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

ANN MARIE BASTOW
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2012.

SIGNED AND SEALED
by the Minister of National Defence or an authorized official
and the Seal of the Department of National Defence was
affixed on the 22 day of October A.D. 2008
in the presence of:

[Signature]
Witness

[Signature]
G.H. Davy
Director General, Realty Policy and Plans

Satisfactory to
the Minister of Justice
of Canada.

[Signature]
Fraser Brunelle
Department of National Defence
Canadian Forces Legal Advisor,
Material, Environment, and Real Property
For the Minister of Justice.
30 October 2008

THIS TRANSFER OF ADMINISTRATION AND
CONTROL IS SATISFACTORY TO THE MINISTER
OF JUSTICE AND THE MINISTER OF
INTERGOVERNMENTAL AFFAIRS.
SCHEDULE D-1

A Range Mitigation Program
For the Use of Practice Precision Guided Munitions (PGMs)
(primarily Practice Laser Guided Bombs (LGBs))
(for incorporation in Mitigation Orders)

1. With the introduction of training in the use of practice (Laser Guided Bombs) LGB at
the Minipi Lake Air Weapons Range, in addition to public notification measures, 5 Wing
at Goose Bay as designated below will implement as part of the Range Mitigation
Program, a number of environmental mitigation measures that will include, but not be
limited to, the following:

2. Minimize the occurrence of stray munitions by:
   - Establishing specific orders and restrictions (as required) - Wing Flying
     Orders (WFO), Operations Orders, Ops Restrictions
   - Establishing the requirement for aircrew to record and report all practice PGM
     use on a PGM Release Report Form, which will be in WFOs (Annex 3-1-1A
to MO 3-1-1), to include the following:
     - Aircrew will be required to submit a PGM Release Report for
every practice PGM dropped, identifying the nation operating the
aircraft, and indicating the type of weapon released, the serial
number assigned, time and date of release, target used
     - In the event that the practice PGM impact does not strike the
target or is not observed, the aircrew will be required to add:
       - aircraft type;
       - release range;
       - release altitude;
       - aircraft airspeed;
       - aircraft attitude;
       - aircraft heading;
       - GPS or INS release point;
       - aircrew name(s) and contact information

Implementation

3. 5 Wing, through W Ops will make best practicable efforts to:
   - identify and locate stray munitions.
   - require allied users to ensure all practice PGMs are prominently painted /
carry a warning label in all required languages, and serialized as per number
blocks to be assigned by the Military Coordination Centre (MCC).
MCC collects all PGM Release Reports and provides copies to the TADO. All of the aircrew practice PGM Release Reports are maintained in a file by Training Area Development Officer. These reports are provided to Serco EOD officer to compile a final report after the PTA Annual Clean-up. This annual report will be made available to the Province by WCLO.

- investigate technological options and developments to enhance tracking / locating capabilities and require allied users to incorporate these capabilities as the technology become available.

**Annual PTA Clean up**

4. During annual clean-up, to which provincial officials will be invited, for practice PGMs located, 5 Wing will make best practicable efforts to:

- Disposal of UXO by demolition means
- record serial number
- record GPS location of impact point
- record the depth and length of impact crater
- record the condition of bomb fins, HP canister, battery, squibs, and any other potentially hazardous component
- note the condition of any markings on the body which provide serial identification or public warning, photograph any notable observation(s), recover any components that may not be appropriate to dispose of in the dump on site (Provincial authorities to be consulted), if possible, relocate to the bomb dump, clearly mark the body of those PGMs that could not be moved as having already been inventoried and rendered safe
- add all recorded information, including photographs to the corresponding PGM
- Release Report

5. Annually, DND will make best practicable efforts to restore impact sites and the PTA to the standard established by the Province.

6. Annually, before any practice PGMs are used in the training season, 5 Wing will remind local stakeholders through the media of the following: People need to remain outside the safety template area and the PTA during the training period (which will be defined), and that if they enter the safety template area after the training season is over, and if they find any foreign material there, they are to avoid handling it and rather report its location, if possible, to the Base.

7. Annually, and before 30 Nov, Serco will provide 5 Wing with an annual report including copies of all PGM Release Report Forms including recovered weapon information to W Ops O, TADO and WCLO. TADO will prepare a letter and attach the PGM report and the PTA cleanup report for information for release to MitO and WCLO.
8. Annually, and before 15 Feb, WCLO will submit a report to the Province based on the above review and initiate discussions with Provincial and Innu officials (and info to IEMR) on any required actions proposed to improve mitigation related to using practice PGMs.

9. Annually, and before 15 Mar, the Province will issue a release to 5 Wing, acknowledging acceptance of the condition of the safety template area, identifying any new restoration requirements, land use proposals, or factors likely to affect DND training or control of the area.

10. Annually, and before 15 Mar, 5 Wing through the Technical Working Committee with Innu Nation, will make best practicable efforts to engage the Innu Nation such that DND is informed of Innu Nation’s intentions for the types of activity and dates for land use within or near, the Safety Template area, for the next 12-month period. In addition, ongoing contacts will be initiated between 5 Wing staff and Innu Nation to implement the arrangement.

12. Should the performance of any particular practice Precision Guided Munitions (PGM) significantly exceed the anticipated failure rate communicated to the Province prior to the commencement of each training season, DND shall advise the Province immediately, and upon request of the Province, shall suspend or restrict training with the practice PGM variant in question. Training with that particular practice PGM shall remain suspended or restricted thereafter, pending an assessment by DND of factors contributing to the failure rate being experienced and agreement on the part of both DND and the Province to resume operations.

13. The above actions to be taken represent a minimum or “base line” of DND’s mitigation measures relevant to the type of training requiring a Safety Template. In follow-on years, these measures may be expanded on and/or improved in consultation with the Province of Newfoundland and Labrador, but in any event, will not be diminished without the prior approval of the Province.
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 13th day of June, A.D. 2005, at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between

THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And

THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850, on October 12, 1999 under Amendment No. 868, on July 25, 2002 under Amendment No. 1048, and on June 20, 2004 under Amendment No. 106234, with all said Amendments being registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

1. The purpose as described in Clause 1 of the said Transfer which states "the land shall at all times be used for a tactical air weapons range" is hereby deleted and replaced with "the land shall at all times be used for a tactical air weapons range and ground force training activities and facilities".

2. The following wording is added to the Transfer as supplementary Clause No. 23:

"(23) National Defence shall notify the Minister and obtain all required approvals and authorizations from government departments and agencies prior to commencing activities, adding new structures or modifying existing structures within the Practice Target Area."

3. The following wording is added to the Transfer as supplementary Clause No. 24:

"(24) National Defence shall notify the Minister of the location of new structures or replacement of existing structures within the Practice Target Area."
4. The following clauses are hereby added to SCHEDULE B-1 PERMITTED STRUCTURES:

3) Fibus House #1 located at lat/long N 52° 18.025' W 61° 00.596' and having a floor space of approximately 85 square metres. Fibus House #2 located at lat/long N 52° 17.747' W 61° 03.337' and having a floor space of approximately 18 square metres. These two structures are to provide Ground Forces with the opportunity to practice urban warfare tactics as part of their Special Forces skill set, subject to the condition that the Houses shall not be used for hunting and fishing purposes and shall be removed upon restoration of the land in accordance with condition No. 14 of this Transfer.

4) Small arms ranges next to the cabin located at lat/long N 52° 17.887' W 60° 59.919'. A 25 metre and a 100 metre firing range for the maintenance of small arms proficiency that is required as part of the Special Forces skill set. The 25 metre range shall be located approximately 50 metres south of the cabin and the 100 metre range shall be located approximately 75 metres west of the cabin. The 100 metre range shall consist of a dirt backstop 2 metres high and 5 metres wide, and the 25 metre range shall consist of a dirt backstop 2 metres high and 25 metres wide.

5) A Direct Fire Targetry (DFT) system. This system is installed within a ground firing range for Ground Forces Training. A DFT Range utilizes a DFT radio-controlled targetry system incorporating static and moving targets of both infantry and vehicle types.

PROVIDED THAT the Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 13 day of June A.D. 2005
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

ANN MARIE BASTOW
A Commissioner for Oaths in and for the Province of Newfoundland. My commission expires on December 31, 2006.

SIGNED AND SEALED
by the Minister of National Defence or an authorized official
and the Seal of the Department of National Defence was affixed on the 10 day of [Redacted] A.D. [Redacted]
in the presence of:

[Signature]
Witness

[Signature]
D.J. Dobson
Director General, Realty Policy and Plans

THIS TRANSFER OF ADMINISTRATION AND CONTROL IS SATISFACTORY TO THE MINISTER OF JUSTICE AND THE MINISTER OF INTERGOVERNMENTAL AFFAIRS.
AMENDMENT
TO CROWN TRANSFER 106234

This Agreement made this 20th day of June A.D. 2004, at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between

THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Minister")

OF THE ONE PART

And

THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by Transfer under Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No. 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was demised unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 under Amendment No. 850 of the Registry of Crown Grants for the Province of Newfoundland and Labrador and again on October 12, 1999 under Amendment No. 868 of the said Registry;

AND WHEREAS the said Transfer was further amended on July 25, 2002 under Amendment No. 1048 of the Registry of Crown Grants for the Province of Newfoundland and Labrador;

AND WHEREAS the said Transfer was issued under Section 53 subsection 2 erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to further amend the said Transfer as hereinafter described;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No. 106234 is hereby amended in the following manner:

1. The described land in the attached Schedule "A-2" and delineated in the attached Schedule "B-2" (hereinafter referred to as "Site One") of this Agreement is wholly contained within the boundaries of land described and delineated in Schedule "A" and Schedule "B" contained in the said Transfer.

2. That the land contained in the said Site One shall be used for the purpose of a short takeoff and landing strip.

3. The Transfer is hereby confirmed in every other respect.
IN WITNESS WHEREOF the parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation or an authorized official
and the Seal of the Department of Environment and Conservation
was affixed on the 13th day of July A.D. 2004
in the presence of:

[Signature]
Witness

[Signature]
Minister of Environment and Conservation

ANN MARIE BASTOW
A Commissioner for Oaths in and for
the Province of Newfoundland. My
commission expires on December 31, 2006

SIGNED AND SEALED
by the Minister of National Defence or an authorized official
and the Seal of the Department of National Defence was
affixed on the 9th day of July A.D. 2004
in the presence of:

[Signature]
Witness

[Signature]
S.M. Irwin
Brigadier-General
Director General Construction and Property Services

THIS TRANSFER OF ADMINISTRATION AND CONTROL
IS SATISFACTORY TO THE MINISTER OF JUSTICE.

[Signature]
Department of National Defence and
Canadian Forces Legal Adviser
SCHEDULE "A-2"

ALL THAT piece or parcel of land situated and being at Minipi Lake in the Electoral District of Lake Melville and
and being a landing strip approximately 490 metres long and being located at North Latitude 52° 17.860' and West
Longitude 61° 00.638' and being more particularly shown as Site One on the attached Schedule "B-2". The same
being wholly contained within the boundaries of land contained in Crown Transfer number 106234, as amended.
All geographical coordinates are based on NAD 83/WGS 84.
PROVINCE OF NEWFOUNDLAND AND LABRADOR

AMENDMENT
TO CROWN TRANSFER 106234

Amendment No. 1048
Title Transfer 106234
Date July 25, 2007

This Agreement made this 25th day of July Anno Domini Two Thousand and Two at St. John's, in the Province of Newfoundland and Labrador, Canada.

Between

THE HONOURABLE THE MINISTER OF GOVERNMENT SERVICES AND LANDS
(hereinafter called the "Minister") for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Province")

OF THE ONE PART

And

THE HONOURABLE THE MINISTER OF NATIONAL DEFENCE for and on behalf of Her Majesty the Queen in Right of Canada (hereinafter called "National Defence")

OF THE OTHER PART

WHEREAS by a Transfer of Administration and Control under Section 53 subsection (2) of the Lands Act, Chapter 36, Statutes of Newfoundland and Labrador, 1991, as amended, dated the 1st day of June A.D. 1995, made between the Province and National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland and Labrador as Transfer No.106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in any way appertaining thereto was transferred unto National Defence, SUBJECT TO the rents, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS the said Transfer was amended on July 19, 1999 by Amendment No.850 of the Registry of Crown Grants for the Province of Newfoundland and Labrador and again on October 12, 1999 by Amendment No.868 of the said Registry;

AND WHEREAS the said Transfer was issued under Section 53 subsection (2) erroneously and should have been issued under Subsection 53(1);

AND WHEREAS it has become necessary to amend the said Transfer as hereinafter described, in order to add additional lands for the safety template area;

AND WHEREAS National Defence wishes to restrict access to the safety template area during the training season, allowing access at other times;

AND WHEREAS this Agreement is supplemental to the said Transfer;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 (the receipt of which is hereby acknowledged) the said Crown Transfer No.106234 is hereby amended in the following manner:

1. The additional land as described in the attached Schedule "A-1" and delineated in the attached Schedule "B-1" (hereinafter referred to as the "safety template area") of this Agreement is
supplementary to Schedule "A" and Schedule "B" (hereinafter referred to as the "practice target area") contained in the said Transfer. For the purposes of Canadian Forces Air Weapons Ranges C-07-010-011/TP-000, the safety template area and the practice target area form the air weapons range.

2. The words "Section 53 subsection 2" wherever they appear in the said Transfer are hereby deleted and replaced with the words "Subsection 53(1)".

3. Clause No.2 of the said Transfer is hereby revoked and the following is substituted therefor:

"(2) this Transfer shall expire on November 30, 2016 and shall be terminable by either party on six months prior notice in writing subject to the requirement for restoration of the practice target area as hereinafter provided for in clause (14)."

4. Clause No.3 of the said Transfer is hereby amended by deleting the words "oil, and related hydrocarbons" and replaced with the words "naturally occurring oil, and related hydrocarbons".

5. Clause No.4 is hereby revoked and the following is substituted therefor:

"(4) National Defence covenants and agrees that all practice bombing targets shall be restricted to the practice target area only."

6. Clause No.5 is hereby amended by adding the words "except as provided for under Clause No.1 of Amendment No.868 aforesaid".

7. Clause No.6 is hereby revoked and the following is substituted therefor:

"(6) National Defence shall restrict use of the site to the delivery of the practice armaments, listed in Schedule C-1, as amended from time to time by agreement between the parties, which excludes the use of munitions with explosive warheads. Any practice weapons or materials not listed in Schedule C-1 shall not be used without the prior approval of the Province and completion of an environmental assessment of their composition and use pursuant to the Environmental Protection Act SNL, 2001 if required."

8. Clause No.8 is hereby revoked and the following is substituted therefor:

"(8) The Province reserves the right to restrict the use of the site during extreme fire hazard conditions with coordination to be carried out by the Regional Director of the Department of Forest Resources and Agrifoods, Goose Bay and the Base Commander, Canadian Forces Base for National Defence, Goose Bay;"

9. Clause No.9 is hereby revoked and the following is substituted therefor:

"(9.1) National Defence shall, in consultation with the Province, undertake a range mitigation program as set out in schedule D-1, and as may be amended from time to time by agreement between the parties."

10. Clause No.10 is hereby revoked and the following is substituted therefor:

"(10) The Province reserves the right to control and regulate all renewable resource exploitation within the demised land, including but not limited to hunting, trapping and fishing. In any case, National Defence, for the duration of this Agreement, shall prohibit such use in the said land. A cutting permit from the Regional Director of the Department of Forest Resources and Agrifoods, Goose Bay shall be obtained prior to any cutting of timber by National Defence, its employees and agents, which may be required for the operation of the air weapons range."
11. Clause No.11 is hereby revoked and the following is substituted therefor:

"(11) In consideration of the issuance of this Transfer by the Province, National Defence, hereby indemnifies and saves harmless the Province of Newfoundland and Labrador, its servants, agents, and employees from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Province in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the land herein described or any buildings and erections thereon by National Defence in connection with the occupancy or use of the same by National Defence or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same except and to the extent that such claims, damages, losses, costs and charges arise or are caused by the negligence of any servant or agent of the Province while acting within the scope of her/his duties or employment. The Covenants of National Defence for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the land herein described or in connection therewith by National Defence, its servants or agents, and by reason of an insufficiency in said structures and whether or not the same have been approved by the Province, its servants or agents. For greater certainty, the Covenants of National Defence for indemnity shall also extend to all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Province in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the land herein described by National Defence or in respect of any accident, damage or injury to any person, animal or thing from or on account of the same which may occur after the acceptance by the Province of administration and control of the land herein described as hereinafter provided for under Clause 14."

12. Clause No.12 is hereby revoked and the following is substituted therefor:

"(12) If sufficient numbers of wildlife appear within the air weapons range lands covered by Crown Transfer 106234 and are at risk due to the operations, National Defence shall consult the Department of Tourism, Culture and Recreation (Inland Fish and Wildlife Division) to prevent the unnecessary loss of animal life."

13. Clause No.13 is hereby revoked and the following is substituted therefor:

"(13) Should the focus of target practice shift away from the present target zone, additional studies at a Stage 1 level may be required to evaluate more thoroughly the historic resources potential of other parts of the air weapons range area. The Provincial Archaeology Office of the Department of Tourism, Culture and Recreation reserves the right, subject to arranging access with DND, to conduct archaeological surveying in the area. Should any archaeological remains be encountered on the demised land, such as stone, bone, or iron tools, pits and/or foundations, National Defence shall contact the Provincial Archaeology Office as soon as possible."

14. Clause No.14 is hereby revoked and the following is substituted therefor:

"(14) Upon expiry or termination as provided for in clause (2) above, or if the said land ceases to be used for the purpose mentioned in clause (1) above, the administration and control thereof shall be assumed by the Province at no cost, provided a) National Defence is in compliance with all other terms and conditions of this Transfer, including the provisions of Clause 9 above for the recovery and disposal of hazardous material and practice munitions, b), all buildings and erections are removed, c) the site is restored subject to
schedule D-1, to as reasonably good a condition as it was found prior to commencement of use of the site as an air weapons range; and d) the acceptance of administration and control thereof by the Province shall not be effective until confirmed in writing by the Minister under the authority of Section 55 of the Lands Act aforesaid."

15. Clause No. 15 is hereby revoked and the following is substituted therefor:

"(15) Notwithstanding condition No.5 of the said Transfer, National Defence is permitted to erect the structures set out in Schedule E-1 hereto, as amended from time to time by agreement between the parties."

16. The following wording is hereby added to the Transfer as supplementary Clause No. 16:

"(16) National Defence agrees to discharge all undertakings made by it during the environmental assessment process in relation to access and consultations regarding the Innu Nation to the demised land."

17. The following wording is hereby added to the Transfer as supplementary Clause No. 17:

"(17) This Transfer is without prejudice to:

(a) the negotiations for an agreement-in-principle and a treaty, pursuant to a Framework Agreement signed on March 29, 1996 among the Innu Nation, Her Majesty the Queen in right of Canada and Her Majesty in right of Newfoundland and Labrador;

(b) the negotiations for an agreement-in-principle and a final Innu self-government agreement among the Innu Nation, Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Newfoundland and Labrador;

(c) any agreement-in-principle or treaty entered into as a result of the negotiations referred to in Clause No. 17(a), and any agreement-in-principle or final agreement entered into as a result of the negotiations referred to in Clause No. 17(b)."

18. The following wording is hereby added to the Transfer as supplementary Clause No. 18:

"(18) If, during the term of this Transfer, a treaty or final agreement is entered into with the Innu Nation as a result of the negotiations referred to in Clause No. 17(a), or Clause No. 17(b), the Province and National Defence agree to negotiate concerning the impact of any such treaty or final agreement on this Transfer, and to make whatever changes are necessary pertaining to this Transfer, in order to be in conformity with any such treaty or final agreement."

19. The following wording is hereby added to the Transfer as supplementary Clause No. 19:

"(19) This Transfer shall not be interpreted as an agreement or treaty within the meaning of Section 35 of the Constitution Act, 1982."

20. The following wording is hereby added to the Transfer as supplementary Clause No. 20:

"(20) Nothing in this Transfer shall be construed so as to confer, recognize, abrogate or derogate from any aboriginal, treaty, constitutional or other rights, benefits, claims and privileges which may be claimed by the Parties or any group of persons. This Transfer is made without prejudice to the positions taken by the Parties or any group of persons in any other forum."
21. The following wording is added to the Transfer as supplementary Clause No.21:

"(21) This Transfer shall be construed and enforced in accordance with the laws in effect in the Province of Newfoundland and Labrador."

22. The following wording is added to the Transfer as supplementary Clause No.22:

"(22) National Defence shall ensure a public notification program is implemented prior to the commencement and after cessation of training activities annually."

23. The Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the Minister has executed this Indenture.

SIGNED AND SEALED
by the Minister of Government Services and Lands or an authorized
official and the Seal of the Department of Government Services and Lands
was affixed on the 28th day of July A.D. 2002
in the presence of:

Witness

Minister of Government Services and Lands

SIGNED AND SEALED
by the Minister of National Defence or an authorized official and the Seal of the Department of National Defence
was affixed on the 23rd day of July A.D. 2002
in the presence of:

Witness

Minister of National Defence

This Transfer of Administration and Control is satisfactory to the Minister of Justice.
PTA LGB SAFETY TEMPLATE

SCHEDULE A-1

LEGEND
- Centre of PTA: N52°31.7' W61°06.6'
- Monument #2: N52°28.1' W61°30.0'
- PTA 4 nm
- PTA Safety Template 15.5 nm (94,000 ft)
- 16 nm (97,000 ft)
- Ellipsoid: HAD83 / WGS84
SCHEDULE "B-1"

ALL that piece or parcel of land situate and being at Minipi Lake in the Electoral District of Lake Melville abutted and bounded as follows, that is to say: Beginning at a point A, the said point being geographical coordinates of North Latitude 52° 22.5' and West Longitude 60° 43.0'; thence running on a bearing of south 40° east to point B having geographical coordinates of North Latitude 52° 12.2' and West Longitude 60° 33.5'; thence running clockwise along the arc of a circle having a radius of 15.47 nautical miles (28.65 kilometres) from a centre point having geographical coordinates of North Latitude 52° 17.4' and West Longitude 60° 57.3' to point C having geographical coordinates of North Latitude 52° 31.7' and West Longitude 61° 06.6' thence running on a bearing of south 60° east to point D having geographical coordinates of North Latitude 52° 26.4' and West Longitude 60° 50.0'; thence running clockwise along the arc of a circle having a radius of 10 nautical miles (18.5 kilometres) from the hereinbefore mentioned centre having geographical coordinates of North Latitude 52° 17.4' and West Longitude 60° 57.3' to point A said point being the beginning and containing an area of 2,134 square kilometres, more or less.

RESERVING nevertheless out of the above-described piece of land, the land contained in Transfer no. 106234 containing an area of 17,200 hectares, more or less, which was transferred by the Crown to Her Majesty the Queen in Right of Canada on the 1st day of June, 1995.

The above-described piece or parcel of land being more particularly shown on Schedule A-1. All bearings being referred to the True Meridian. All geometrical coordinates are based on NAD83 / WGS84.
# Schedule C1 – List of Practice Bombs

<table>
<thead>
<tr>
<th>WEAPONS AUTHORIZED</th>
<th>AMMUNITION MUNITION</th>
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</thead>
<tbody>
<tr>
<td><strong>WEAPONS ARMES</strong></td>
<td><strong>AMMUNITION MUNITION</strong></td>
</tr>
<tr>
<td>GUNS CANONS (UP TO 30 MM) (JUSQU'À MM)</td>
<td>TP</td>
</tr>
<tr>
<td>ROCKETS ROQUETTES</td>
<td>2.75 ln</td>
</tr>
<tr>
<td>BOMBS (PRACTICE) BOMBES (D’EXERCICE)</td>
<td>BDU-33</td>
</tr>
<tr>
<td>BOMBS (PRACTICE) BOMBES (D’EXERCICE) Full scale</td>
<td>BDU-38</td>
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<tr>
<td></td>
<td>MK-106</td>
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<tr>
<td></td>
<td>28 # Practice</td>
</tr>
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<td></td>
<td>DM 18</td>
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<td></td>
<td>3 &amp; 14 kg Practice</td>
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<tr>
<td>BOMBS (PRACTICE) BOMBES (D’EXERCICE) 500#/1000#/2000# (Inert) &amp; BDU45 or equivalent</td>
<td>500#/1000#/2000# (Practice) &amp; BDU – 45 as Paveway II and EGBU.</td>
</tr>
<tr>
<td>LGTR</td>
<td>GBU-24 (Practice)</td>
</tr>
</tbody>
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A Range Mitigation Program
For the Use of
Practice Precision Guided Munitions (PGMs)
(primarily Practice Laser Guided Bombs (LGBs)
(for incorporation in Mitigation Orders)

With the introduction of training in the use of practice LGB at the Minipi Lake Air Weapons Range, in addition to public notification measures, DND (both the Goose Bay Office (GBO) in Ottawa and 5 Wing at Goose Bay as designated below) will implement as part of the Range Mitigation Program, a number of environmental mitigation measures that will include, but not be limited to, the following:

- Minimize the occurrence of stray munitions by:
  - establishing specific orders and restrictions (as required) - Wing Flying Orders (WFO), Operations Orders, Ops Restrictions
  - establishing the requirement for aircrew to record and report all practice PGM use on a PGM Release Report Form, which will be in WFOs, to include the following:
    - Aircrew will be required to submit a PGM Release Report for every practice PGM dropped, identifying the nation operating the aircraft, and indicating the type of weapon released, the serial number assigned, time and date of release, target used
    - In the event that the practice PGM impact does not strike the target or is not observed, the aircrew will be required to add:
      --- aircraft type;
      --- release range;
      --- release altitude;
      --- aircraft airspeed;
      --- aircraft attitude;
      --- aircraft heading;
      --- GPS or INS release point;
      --- aircrew name(s) and contact information
- DND, as identified by the relevant office, will make best practicable efforts to:
  - identify and locate stray munitions.
  - require allied users to ensure all practice PGMs are prominently painted / carry a warning label in all required languages, and serialized as per number blocks to be assigned by the Military Coordination Centre (MCC).
  - collect and maintain a file of the aircrew practice PGM Release Reports which will be reviewed by the GBO and made available to the Province.
  - investigate technological options and developments to enhance tracking / locating capabilities and require allied users to incorporate these capabilities as they become available.
• During annual clean-up, to which provincial officials will be invited, for practice PGMs located, 5 Wing will make best practicable efforts to:

-- render safe
-- record serial number
-- record GPS location of impact point
-- record the depth and length of impact crater
-- record the condition of bomb fins, HP canister, battery, squibs, and any other potentially hazardous component
-- note the condition of any markings on the body which provide serial identification or public warning
-- photograph any notable observation(s)
-- recover any components that may not be appropriate to dispose of in the dump on site (Provincial authorities to be consulted)
-- if possible, relocate to the bomb dump
-- clearly mark the body of those practice PGMs that could not be moved as having already been inventoried and rendered safe
-- add all recorded information, including photographs to the corresponding PGM Release Report

• Annually, DND will make best practicable efforts to restore impact sites and the PTA to the standard established by the Province.

• Annually, before any practice PGMs are used in the training season, 5 Wg will remind local stakeholders through the media of the following: People need to remain outside the safety template area and the PTA during the training period (which will be defined), and that if they enter the safety template area after the training season is over, and if they find any foreign material there, they are to avoid handling it and rather report its location, if possible, to the Base.

• Annually, and before 30 Nov, 5 Wg will send PGM Release Report Forms including recovered weapon information to the GBO Mitigation Office for compilation and analysis. The Mitigation Officer will produce a year-end report, with particular focus on variations from expected norms regarding the incident rate of strays, summation of the findings of each PGM Incident Report, numbers of bomb bodies not located (including an estimate of most probable location), assessment of any residual risks, recommendations, performance targets and objectives for next year.

• Annually, and before 31 Jan, 1CAD and GBO will conduct a full review of the mitigation measures for this training, taking into account the Mitigation Officer’s year-end report, and as a result, make recommendations to DND authorities to propose action accordingly.

• Annually, and before 15 Feb, GBO will submit a report to the Province based on the above review and initiate discussions with Provincial and Innu officials (and info to IEMR) on any required actions proposed to improve mitigation related to using practice PGMs.

• Annually, and before 15 Mar, the Province will issue a release to GBO, acknowledging acceptance of the condition of the safety template area, identifying any new restoration requirements, land use proposals, or factors likely to affect DND training or control of the area.
• Annually, and before 15 Mar, GBO will make best practicable efforts to engage the Innu Nation to inform GBO of its intentions for types of activity and dates for land use within, or near, the Safety template area, for the next 12-month period. In addition, ongoing contacts will be initiated between 5 Wing staff and Innu Nation to implement the arrangement.

• Should the performance of any particular practice Precision Guided Munition (PGM) significantly exceed the anticipated failure rate communicated to the Province prior to the commencement of each training season, DND shall advise the Province immediately, and upon request of the Province, shall suspend or restrict training with the practice PGM variant in question. Training with that particular practice PGM shall remain suspended or restricted thereafter, pending an assessment by DND of factors contributing to the failure rate being experienced and agreement on the part of both DND and the Province to resume operations.

The above actions to be taken represent a minimum or ‘base line’ of DND’s mitigation measures relevant to the type of training requiring a Safety Template. In follow-on years, these measures may be expanded on and/or improved in consultation with the Province of Newfoundland and Labrador, but in any event, will not be diminished without prior approval of the Province.
SCHEDULE E-1
PERMITTED STRUCTURES

1) One cabin, containing a floor area not to exceed 90 square metres, for the purpose of providing overnight accommodations for personnel involved in the operation of the air weapons range, and a shed for the storage of machinery and equipment required for the operation of the air weapons range, subject to the condition that the cabin and shed shall not be used for fishing and hunting purposes and shall be removed upon restoration of the land in accordance with condition No.14 of this Transfer."

2) One observation building (containing a floor area not to exceed 20 square metres, for the purpose of simply providing shelter from flies, sun and rain for personnel involved in the operation of its air weapons range), and a helicopter landing pad (with a hard surface of wood or metal of about 6 meters and about 40 meters away from all obstacles), both at Lima Hill (lat/ long NS2 18.07" W60 59.76). The helicopter is needed to provide transportation directly to and from the observation post for personnel and equipment required for the operation of its air weapons range, subject to the condition that the observation shelter and landing pad shall not be used for fishing and hunting purposes and shall be removed upon restoration of the land in accordance with condition No.14 of this Transfer.
AMENDMENT
TO A TRANSFER OF ADMINISTRATION AND
CONTROL OF CROWN LAND

WHEREAS by Transfer of administration and control of Crown land under Authority of Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland, 1991; dated the 1st day of June, A.D. 1995, made between the Honourable the Minister of Natural Resources and the Honourable the Minister of National Defence and registered in the Registry of Crown Grants for the Province of Newfoundland as Transfer number 106234 ALL THAT piece or parcel of land therein described TOGETHER with the appurtenances thereto belonging or in anywise appertaining thereto was transferred to Her Majesty the Queen in Right of Canada therein represented by the Minister of National Defence, (hereinafter "National Defence") therein for the full term of twelve (12) years from the 1st day of June, A.D. 1995, SUBJECT TO the fees, covenants and conditions in the said Transfer contained and on the part of National Defence to be paid, observed and performed;

AND WHEREAS by government re-organization the Honourable the Minister of Natural Resources has been replaced by the Honourable the Minister of Government Services and Lands;

AND WHEREAS by an Order of the Executive Council for the Province of Newfoundland No. 99-254 dated June 18, 1999 the Lieutenant Governor in Council authorized the Minister of Government Services and Lands to amend the said Transfer as hereinafter provided;

AND WHEREAS this Amendment is supplemental to the said Transfer;

NOW THEREFORE the said Transfer number 106234 is hereby amended in the following manner:

1. Notwithstanding condition number 5 of the said Transfer, National Defence is permitted to erect one cabin, containing a floor area not to exceed 90 square metres, for the purpose of providing overnight accommodations for personnel involved in the operation of its tactical air weapons range, subject to the condition that the cabin shall not be used for fishing and hunting purposes and shall be removed upon restoration of the land in accordance with condition number 14 of the said Transfer.

2. The Transfer is hereby confirmed in every other respect.

IN WITNESS WHEREOF the said Minister of Government Services and Lands for the Province of Newfoundland has hereunto subscribed his hand and the Seal of the Department of Government Services and Lands has been hereunto affixed this 31st day of July A.D., 1999.

SIGNED AND SWORN
by the Minister of Government Services and Lands )
and the Seal of the Department of )
Government Services and Lands hereunto affixed )
in the presence of )

[Signature]
Official Administering Oath

[Signature]
Minister of Government Services and Lands
AMENDMENT TO
TRANSFER NO. 106234

WHEREAS under the Authority of Section 53 subsection 2 of the Lands Act, Chapter 36 of the Statutes of Newfoundland, 1991, as amended the Honourable the Minister of Natural Resources by Transfer No. 106235 dated June 1, 1995 transferred to the Honourable the Minister of National Defence (hereinafter called “National Defence”) the administration and control of all that piece or parcel of land as more particularly described and delineated in the said Transfer no 106234;

AND WHEREAS by government re-organization the Honourable the Minister of Natural Resources has been replaced by the Honourable the Minister of Government Services and Lands;

AND WHEREAS it has become necessary to amend the said Transfer;

AND WHEREAS by Order in Council 99-254 dated the 18th day of June, 1999, the Lieutenant Governor in Council authorized the Minister of Government Services and Lands to amend the said Transfer as hereinafter provided;

NOW THEREFORE the Honourable the Minister of Government Services and Lands hereby amends Transfer No. 106234 as follows:

1. The following wording is hereby added to the Transfer as supplementary condition No. 15 "Notwithstanding condition No. 5 of the said Transfer, National Defence is permitted to erect one cabin, containing a floor area not to exceed 90 square metres, for the purpose of providing overnight accommodations for personnel involved in the operation of its tactical air weapons range, subject to the condition that the cabin shall not be used for fishing and hunting purposes and shall be removed upon restoration of the land in accordance with condition No. 14 of this Transfer;

2. The said Transfer as amended by this instrument is confirmed in every other respect.

IN WITNESS WHEREOF the Minister of Government Services and Lands has executed this Amendment.

SIGNED AND SEALED
by the Minister of Government Services and Lands and
the Seal of the Department of Government Services and Lands
was affixed on the 12 day of October, 1999, in the
presence of:

\[Signature\]  \[Signature\]

Witness

ANN MARIE BASTOW
A Commissioner for Oaths in and for
Newfoundland. My commission
expires the 31st day of December 2000.
TRANSFER
ADMINISTRATION & CONTROL OF
CROWN LAND TO HER MAJESTY THE
QUEEN IN RIGHT OF CANADA

Under the Authority of Section 53 subsection 2 of The Lands Act, Chapter 36 of The Statutes of Newfoundland, 1991, Her Majesty the Queen in right of Newfoundland represented herein by the Honourable the Minister of Natural Resources for the Province of Newfoundland (hereinafter called "Natural Resources") hereby ORDERS THAT the administration and control of land situate at Minipi Lake, in the Electoral District of Naskapi, as more particularly described in the Schedule(s) hereto, be and they are hereby transferred to Her Majesty the Queen in Right of Canada herein represented by the Minister of National Defence (hereinafter called "National Defence") for a tactical air weapons range subject to the following conditions;

1. the land shall at all times be used for a tactical air weapons range;

2. this transfer shall be for a period of 12 years commencing on 01/01/1995 and shall be terminable by either party on twelve months notice in writing;

3. all minerals, quarry materials, both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, oil, and related hydrocarbons in and under the said land shall be reserved to Her Majesty the Queen in Right of Newfoundland; and

4. this site may be relocated by either party on request subject to the approval of suitable alternative sites by both parties.

5. no permanent structure shall be constructed on the site;

6. National Defence shall restrict the use of the site to cold smoke bombs and non-explosive ordinances or contaminate;

7. during the term of this transfer National Defence shall pay to Natural Resources a fee of $18,000.00 per annum for fire surveillance services and in the event of a fire resulting from the activities of the users, National Defence will pay one hundred percent of the damage and fire fighting costs;

8. Natural Resources reserves the right to restrict the use of the site during extreme fire hazard conditions with coordination to be carried out by the Regional Director for Natural Resources, Goose Bay and the Base Commandant, Canadian Forces Base for National Defence, Goose Bay;

9. National Defence shall undertake each year, and at the end of the normal operating period, a sanitation inspection of each site to remove or otherwise dispose of all hazardous material. An official of the Department of Environment shall be present at such inspections.

10. Natural Resources reserves the right to control and regulate all renewable resource exploitation within the range lands, including but not limited to hunting, trapping and fishing. In any case, National Defence, for the duration of this Agreement, shall prohibit such use in the said lands.
(11) National Defence shall indemnify and save harmless the Province, its servants, agents, employees, their executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of action, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of National Defence, its servants, agents, employees, invitees, licensees and members of its armed forces, or on account of any damage to the property of National Defence in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the use of the said lands by National Defence for the foregoing purpose;

(12) if sufficient numbers of wildlife appear within the range area and are at risk due to the operations, National Defence shall be responsible for consulting Natural Resources (Wildlife Division) to prevent the unnecessary loss of animal life;

(13) should the focus of target practice shift away from the present target zone, additional studies at a Stage 1 level may be required to evaluate more thoroughly the historic resources potential of other parts of the bombing range area. The Historic Resources Division of the Department of Municipal and Provincial Affairs reserves the right to conduct archaeological surveying in the area. Should any archaeological remains be encountered in the Practice Target Area, such as stone, bone, or iron tools, pits and/or foundations, National Defence shall contact the Historic Resources Division as soon as possible;

(14) if and as soon as the said land ceases to be used for the purpose mentioned in (1) above, the administration and control thereof shall be assumed by Her Majesty the Queen in Right of Newfoundland provided the land has been restored to its original condition or to a condition satisfactory to Natural Resources and confirmed in writing by the Minister under the authority of Section 55 of the Lands Act aforesaid.

IN WITNESS WHEREOF The Minister of Natural Resources for the Province of Newfoundland has hereunto subscribed his hand and the Seal of the Department of Natural Resources has been hereunto affixed on the 1st Day of June A.D., 1995

SIGNED AND SEALED
by the Minister of Natural Resources and
the Seal of the Department of Natural Resources
hereunto affixed in the presence of:

[Signature]

ANN MARIE BASTOW
Witness

[Signature]

Minister of Natural Resources

ANN MARIE BASTOW
A Commissioner for Oaths In and
for Newfoundland. My commission
expires the 31st day of December,
2000.

SIGNED AND SEALED
by the Minister of National Defence and
the Seal of the Department of National Defence
hereunto affixed in the presence of:

[Signature]

Witness

[Signature]

Minister of National Defence

This transfer of administration and control is satisfactory to the Minister of Justice.

Leonard Borer
Head, Legal Services
Department of National Defence

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SCHEDULE "A"

All that piece or parcel of land situate and being at Minipi Lake, in the Electoral District of Naskaupi, in the Province of Newfoundland as more particularly shown on Public Works Canada Plan S-1688 and being registered as S.P. number 255 at the Registry of Crown Grants for the Province of Newfoundland and being more particularly described as follows:

Beginning at Monument No. 2 having Geographical coordinates of latitude 52° 17' 08.335" longitude 60° 57' 00.250",

Thence running south thirty-four degrees forty-three minutes fifty seconds east six thousand eight hundred seventy-five decimal zero four metres to the principal point of beginning,

Thence running by Crown land north fifty-five degrees sixteen minutes ten seconds east nine hundred ninety-six decimal nine six eight metres to a survey marker,

And thence north forty degrees thirty-seven minutes fifty seconds east one thousand nine hundred eighty-two decimal seven three one metres,

And thence north twenty-four degrees thirteen minutes zero zero seconds east one thousand nine hundred ninety-four decimal one six eight metres,

And thence north eight degrees forty-one minutes twenty seconds east one thousand eight hundred ninety-nine decimal eight one seven metres,

And thence north six degrees fifty minutes twenty seconds west two thousand and five decimal three zero six metres,

And thence north twenty-two degrees twenty-two minutes zero seconds west two thousand one hundred six decimal eight seven five metres,

And thence north thirty-seven degrees fifty-three minutes forty seconds west two thousand and fifty-two decimal four nine eight metres,

And thence north fifty-three degrees twenty-five minutes twenty seconds west two thousand one hundred sixty-three decimal seven eight two metres,
And thence north sixty-eight degrees fifty-seven minutes zero seconds west two thousand and three decimal one nine zero metres,
And thence north eighty-four degrees twenty-eight minutes forty seconds west two thousand and sixteen decimal nine eight zero metres,
And thence south seventy-nine degrees fifty-nine minutes forty seconds west one thousand seven hundred fifty-nine decimal two seven six metres,
And thence south sixty-four degrees twenty-eight minutes zero zero seconds west one thousand nine hundred ninety-one decimal nine five six metres,
And thence south forty-eight degrees fifty-six minutes twenty seconds west one thousand nine hundred seventy-nine decimal four seven six metres,
And thence south thirty-three degrees twenty-four minutes forty seconds west seven hundred sixty-one decimal two five zero metres,
And thence south thirty-six degrees five minutes forty seconds west three hundred forty-two decimal nine one two metres,
And thence south twenty-five degrees sixteen minutes forty seconds west eight hundred forty-two decimal six six five metres,
And thence south thirty degrees thirty-two minutes forty-two seconds west seven hundred forty-eight decimal zero zero one metres,
And thence south fifteen degrees one minute zero zero seconds west one thousand six hundred sixty-two decimal one one two metres,
And thence south zero degrees thirty minutes thirty-eight seconds east two thousand one hundred seventy-five decimal one one six metres,
And thence south sixteen degrees zero two minutes twenty seconds east two thousand decimal zero two four metres,
And thence south thirty-one degrees sixteen minutes thirty seconds east one thousand nine hundred ninety-nine decimal nine eight six metres,
And thence south forty-seven degrees five minutes thirty seconds east one thousand nine hundred ninety-eight decimal five nine two
metres,
And thence south sixty-two degrees thirty-seven minutes ten seconds
east two thousand and two decimal six six four metres,
And thence south seventy-eight degrees zero eight minutes fifty
seconds east one thousand nine hundred ninety-eight decimal five
five four metres,
And thence north eighty-six degrees nineteen minutes thirty seconds
east one thousand nine hundred ninety decimal zero seven nine
metres,
And thence north seventy degrees forty-seven minutes fifty seconds
east two thousand and nineteen decimal zero nine eight metres,
And thence north fifty-five degrees sixteen minutes ten seconds
east nine hundred ninety decimal zero eight zero metres to the
place of beginning.
The above described parcel contains an area of 17,084.39 hectares,
more or less.
All bearings being referred to True North.
Dear Sir:

RE: LICENCE No.: 122149
PURPOSE: Military Camera Target
LOCATION: Seal Lake
EXPIRY DATE: OCT 10, 2012

This refers to your request for cancellation of the above noted Licence. This department has reviewed the matter and effective October 10, 2012 Licence No. 122149 has been officially cancelled and the land reverted to the Crown.

The lands are now available for public application. If you have any questions concerning this notice, please contact this office.

Sincerely,

[Signature]

Paul Aylward
Regional Lands Manager

PA/Id

cc Records Office
    Titles Office
    Dr. John J. Phillips, A.D.M., Intergovernmental Affairs Secretariat

P.O. Box 3014, Stn. B, Happy Valley-Goose Bay, NL, A0P 1E0, Telephone (709) 896-2488, Facsimile (709) 896-9566
Dear Sir:

RE: LICENCE No.: 122147
PURPOSE: Military Camera Target
LOCATION: Wuchusk Lake
EXPIRY DATE: OCT 8, 2012

This refers to your request for cancellation of the above noted Licence. This department has reviewed the matter and effective October 8, 2012 Licence No. 122147 has been officially cancelled and the land reverted to the Crown.

The lands are now available for public application. If you have any questions concerning this notice, please contact this office.

Sincerely,

Paul Aylward
Regional Lands Manager

PA/ld

cc Records Office
   Titles Office
   Dr. John J. Phillips, A.D.M., Intergovernmental Affairs Secretariat
DEPARTMENT OF NATIONAL DEFENCE  
ATTN: M.T. WARD, LIEUTENANT COLONEL  
WING COMMANDER  
P.O. BOX 7002, STN. "A"  
HAPPY VALLEY-GOOSE BAY NL AOP 1SO  

Dear Sir:

RE: LICENCE No.: 122143  
PURPOSE: Military Camera Target  
LOCATION: Naskaupi River  
EXPIRY DATE: OCT 10, 2012

This refers to your request for cancellation of the above noted Licence. This department has reviewed the matter and effective October 10, 2012 Licence No. 122143 has been officially cancelled and the land reverted to the Crown.

The lands are now available for public application. If you have any questions concerning this notice, please contact this office.

Sincerely,

Paul Aylward  
Regional Lands Manager

PA/Id

cc Records Office  
Titles Office  
Dr. John J. Phillips, A.D.M., Intergovernmental Affairs Secretariat
DEPARTMENT OF NATIONAL DEFENCE
ATTN: M.T. WARD, LIEUTENANT COLONEL
WING COMMANDER
P.O. BOX 7002, STN. "A"
HAPPY VALLEY-GOOSE BAY NL AOP 1SO

Dear Sir:

RE: LICENCE No.: 122164
PURPOSE: Military Camera Target
LOCATION: Thomas River
EXPIRY DATE: OCT 8, 2012

This refers to your request for cancellation of the above noted Licence. This department has reviewed the matter and effective October 8, 2012 Licence No. 122164 has been officially cancelled and the land reverted to the Crown.

The lands are now available for public application. If you have any questions concerning this notice, please contact this office.

Sincerely,

Paul Aylward
Regional Lands Manager

PA/ld

cc Records Office
   Titles Office
   Dr. John J. Phillips, A.D.M., Intergovernmental Affairs Secretariat