Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act FLR/101/2018

On October 22, 2018, the Department of Fisheries and Land Resources (FLR) received your request for access to the following records:


Please be advised that a decision has been made by the Deputy Minister for FLR to provide access to the requested information. Redactions have been made under section 40(1) disclosure harmful to personal privacy. You will find a copy of responsive material attached.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been encircled for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P.O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been encircled for your reference).

Please be advised that this letter 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. Please note that requests for
personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-729-4797 or by email at JasonWhiteway@gov.nl.ca

Sincerely,

Jason Whiteway
ATIPP Coordinator

Right of access

8. (1) A person who makes a request under section 11 has a right of access to a record in the custody or under the control of a public body, including a record containing personal information about the applicant.

(2) The right of access to a record does not extend to information excepted from disclosure under this Act, but if it is reasonable to sever that information from the record, an applicant has a right of access to the remainder of the record.

(3) The right of access to a record may be subject to the payment, under section 25, of the costs of reproduction, shipping and locating a record.

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.
(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;
(b) a decision respecting an extension of time under section 23;
(c) a variation of a procedure under section 24; or
(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45 (2).
PROVINCE OF NEWFOUNDLAND AND LABRADOR

LEASE

Under the provisions of Section 3 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 LEASE and DEMISE unto

NeWind Group Inc.

in the Province of Newfoundland and Labrador (hereinafter called the "Lessee") its successors and assigns ALL THAT piece or parcel of land situate and being at St. Lawrence (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents) together with the appurtenances, EXCEPTING AND RESERVING nevertheless to the Crown out of this present Lease all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, coal, natural gas, naturally-occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the 1st day of A.D. 2001, SUBJECT to the terms and conditions hereinafter set forth;

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing as the price and consideration of this Lease, the non-refundable sum of $815,000.00 payable in advance on the 1st day of each year, with the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal.

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

PROVIDED ALWAYS that if the Lessee, its successors and assigns shall make default in the performance of any of the provisions herein contained, the Minister may give the Lessee thirty (30) days notice of termination of this Lease, and upon the expiration of the thirty (30) days, this Lease shall cease and the Lessee shall forthwith vacate the demised premises.

PROVIDED ALWAYS that the Lessee, its successors and assigns, hereby forever releases the Minister, his servants and agents, from any and all liability arising from or related to any defect and/or omission that may be identified in the survey description and/or plan attached hereto as Schedules A and B. The Lessee further agrees that it shall have no recourse against the Minister, his servants or agents, if the said survey description and/or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister of Environment and Conservation does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation and
the Seal of the Department of Environment and Conservation
was affixed on the 18 day of January 2008 A.D.

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 Lessee on the 10 day of January 2008 A.D.
in the presence of:

Witness

Lessee

Witness

Witness
SCHEDULE “A”  
Land Gazette No. VQCAMY  
November 21, 2007

All that piece or parcel of land situate and being in the Town of St. Lawrence, in the Provincial Electoral District of Grand Bank, in the Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a point, the said point having grid coordinates (NAD 83) of North 5201291.288 meters and East 348043.126 meters for the Modified Three Degree Transverse Mercator Projection System for the Province of Newfoundland and Labrador;

Thence along Crown land South eighty-four degrees thirty-eight minutes zero five seconds East two hundred nineteen decimal one one two meters; And thence North fifty-six degrees fourteen minutes zero nine seconds East one hundred sixty decimal two nine zero meters; And thence North eleven degrees twenty-five minutes forty-four seconds East one hundred sixty-eight decimal nine five eight meters; And thence North fifty-five degrees fifteen minutes zero eight seconds East four hundred twenty-five decimal seven five one meters; And thence North ten degrees ten minutes zero eight seconds West seven hundred forty-seven decimal one seven zero meters; And thence North twenty-seven degrees twenty-three minutes twenty-nine seconds West five hundred seventy-nine decimal nine five eight meters; And thence South eighty-nine degrees forty-six minutes twenty-one seconds West two hundred forty-seven decimal two one four meters; And thence South eight degrees fifteen minutes fifty-eight seconds West six hundred and ninety decimal zero three three meters; And thence South twenty-five degrees ten minutes forty-four seconds East five hundred and twenty decimal nine six five meters; And thence South thirteen degrees zero three minutes thirty-two seconds West two hundred forty-three decimal zero eight seven meters; And thence South seventeen degrees six sixteen minutes zero five seconds East four hundred fifty-eight decimal nine nine eight meters, more or less, to the point of beginning;

RESERVING NEVERTHELESS out of the above described piece or parcel of land all water ways and water bodies, the land underneath the said water ways and water bodies, and a reservation of fifteen meters wide on each side thereof for Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, the centerlines of the major water ways and the extents of major water bodies being more clearly shown on the attached plan;
The above described piece or parcel of land containing an area of one hundred thirty-nine decimal five hectares, more or less, and being more clearly shown and delineated on the attached plan;

The above described piece or parcel of land being subject to a power line easement, twenty-six decimal zero zero meters wide, issued by the Crown to Newfoundland Light & Power Company Limited, Lease No. 66474, the centerline of the said easement being more clearly shown on the attached plan;

All bearings being referred to the central meridian of fifty-six degrees west longitude of the above mentioned projection system.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
### SCHEDULE “C”

1. The Lessee shall use the demised premises solely for the purpose of a wind tower farm and the land must be developed within a period of five (5) years from the date of these presents.

2. The rent reserved as set out in this Lease shall be subject to review every five (5) years.

3. The Lessee shall pay all taxes and charges that may be levied by any municipal, provincial, or federal authority on or in respect of the demised premises.

4. The demised premises shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Ministerial consent for assignment may be withheld until such time as the requirement of Clause 1 is fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the demised premises only is being assigned solely for mortgage purposes.

5. The demised premises shall be held under and subject to all regulations and provisions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.

6. Disposal of garbage on the demised premises or underwater is not acceptable and shall be burned in an acceptable manner or disposed of at an approved waste disposal site.

7. The Lessee shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the Lessee’s use or occupation of the demised premises.

8. The demised premises shall not be used for any purpose other than as set forth in Clause 1 of this Lease without written consent of the Minister and then only on such terms and conditions and the payment of such a fee as the Minister may prescribe.

9. If the Lessee has paid the rent and observed all of the terms of this Lease, the Lessee may cancel this Lease by giving thirty (30) days written notice to the Minister who shall grant a certificate in writing accepting the surrender, and thereafter all privileges herein granted shall, subject to Clauses 10, 11, and 12, terminate.

10. The Lease shall at the end of this Lease yield up to the Minister the demised premises in a condition satisfactory to the Minister.

11. The Lessee shall within ninety (90) days of the end of this Lease restore the demised premises to a condition satisfactory to the Minister.

12. If the Lessee fails to restore the demised premises as specified in Clause 11, the demised premises shall become the sole property of the Minister. The Minister may dispose of the demised premises and the Minister may, by written notice served on the Lessee as set forth in Clause 17, declare this Lease null and void and the demised premises shall revert to the Crown.

13. This Lease shall be null and void, and the demised premises and any buildings thereon shall revert to the Crown if the rent which is due and payable hereunder remains unpaid for sixty (60) days, regardless of whether there has been a request for payment or not.

14. Payment of the annual rent shall not prevent this Lease from becoming null and void if the Lessee shall default in any other provision, term or condition of this Lease.

15. If the Lessee fails in the performance of any of the provisions, terms or conditions of this Lease or, if following development of the demised premises for the intended use set forth in Clause 1, the Lessee thereafter fails to use the demised premises for the said purpose(s) for a period of three (3) consecutive years, then at any time after such default or failure to use the demised premises for a period of three (3) consecutive years the Minister may, by written notice served on the Lessee as set forth in Clause 17, declare this Lease null and void and the demised premises shall revert to the Crown.

16. The Lease may be renewed upon written application by the Lessee and shall be subject to such statutes and regulations as are then in force in the Province of Newfoundland and Labrador.

17. Any notice to be given hereunder shall be in writing and shall be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Lessee, NEWWIND GROUP INC., C/O GARY PEDDLE, BENSON MYLES, P.O. BOX 1538, 215 WATER ST. SUITE 900, ST. JOHN'S NL A1C 5N8 or to the Minister, Lands Branch, Howley Building, Higgins Line, P.O. Box 8700, St. John's NL A1B 4J6. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice herein referred to may be changed by notice to the other party in writing given pursuant hereto.
SCHEDULE "C"

18. This present Lease is subject to an easement (hereinafter the "easement area") as identified in Schedules "A" and "B" of these presents; any development of the easement area by the Lessee, its successors and assigns, without the prior written consent of the Easement Holder may result in the Easement Holder removing all unauthorized structures within the easement area and restoring the easement area to its original condition at the cost and expense of the Lessee.

19. The demised premises is located within a mineral licence and mineral exploration and development shall not be impeded by the Lessee.

20. A quarry licence exists in the area of the demised premises. Access for the purposes of quarry exploration and development must be permitted by the Lessee.

21. The issuance of a grant pursuant to this Lease shall not be permitted.

22. The Lessee must obtain all necessary permits from the Government Service Centre of the Department of Government Services.

23. This Lease shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
LEASE

Under the provisions of Section 3 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 LEASE and DEMISE unto

FERMEUSE WIND POWER CORP.

in the Province of Newfoundland and Labrador (hereinafter called the "Lessee") its successors and assigns ALL THAT place or parcel of land situate and being at Fermeuse (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B and B1 attached hereto (which schedules are part of these presents) together with the appurtenances, EXCEPTING AND RESERVING nevertheless to the Crown out of this present Lease all minerals both metallic and non-metallic, limestone, granite, slates, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, natural gas, naturally-occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the 2nd day of July, A.D. 2003, SUBJECT to the terms and conditions hereinafter set forth:

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing as the price and consideration of this Lease, the non-refundable sum of $24185.75 per year, payable in advance on the 2nd day of each year, with the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal.

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

PROVIDED ALWAYS that if the Lessee, its successors and assigns shall make default in the performance of any of the provisions herein contained, the Minister may give the Lessee thirty (30) days notice of termination of this Lease, and upon the expiration of the thirty (30) days, this Lease shall cease and the Lessee shall forthwith vacate the demised premises.

PROVIDED ALWAYS that the Lessee, its successors and assigns, hereby forever releases the Minister, his servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A, B and B1. The Lessee further agrees that it shall have no recourse against the Minister, his servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister of Environment and Conservation does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A, B and B1.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Environment and Conservation and
the Seal of the Department of Environment and Conservation
was affixed on the 2 day of July A.D. 2008
in the presence of:

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 Lessee on the 30th day of June A.D. 2008
in the presence of:

FERMEUSE WIND POWER CORP.

Witness

Witness

Witness

Witness
Schedule "A"

All that piece or parcel of land situate and being to the west of the Southern Shore Highway (Route 10), in the community of Fermeuse, in the electoral district of Ferryland, in the province of Newfoundland & Labrador, being bounded and abutted as follows, that is to say beginning at a point said point having coordinates of north 5,202,989.951 m., and east, 307,987.341 m., thence running by lands leased from the crown to [blank] lease no. 55952, north 70 degrees, 59 minutes, 20 seconds west, 121.624 m., thence by crown lands, south 57 degrees, 49 minutes, 23 seconds west, 367.176 m., thence south 59 degrees, 47 minutes, 43 seconds west, 136.637 m., thence north 69 degrees, 00 minutes, 17 seconds west, 1156.757 m., thence by crown lands and a 15 m. wide reservation along the north eastern shoreline of Rocky Pond, north 32 degrees, 14 minutes, 42 seconds west, 517.969 m., thence by crown lands, north 75 degrees, 17 minutes, 04 seconds west, 2521.743 m., thence north 20 degrees, 16 minutes, 25 seconds west, 767.826 m., thence north 08 degrees, 51 minutes, 16 seconds west, 572.344 m., north 46 degrees, 25 minutes, 31 seconds east, 176.532 m., thence south 71 degrees, 11 minutes, 06 seconds east, 611.866 m., thence extending along the southern limit of a ATV trail, 5.0 m. wide, south 89 degrees, 25 minutes, 47 seconds east, 324.717 m., thence south 61 degrees, 08 minutes, 49 seconds east, 229.066 m., thence north 75 degrees, 26 minutes, 19 seconds east, 293.038 m., thence by crown lands, south 50 degrees, 57 minutes, 14 seconds east, 1646.884 m., thence south 32 degrees, 34 minutes, 23 seconds west, 325.133 m., thence south 68 degrees, 38 minutes 54 seconds east, 178.499 m., thence north 87 degrees, 13 minutes, 40 seconds east, 1111.569 m., thence extending along the western limit of lands leased to Newfoundland Power under lease no. 30108, for a transmission line 15 m. wide, south 33 degrees, 34 minutes, 25 seconds east, 780.745 m., thence south 39 degrees, 59 minutes, 55 seconds east, 472.514 m., thence by lands granted by the crown to Newfoundland Light & Power, vol. 142, fol. 2/ cont.
35, south 19 degrees, 47 minutes, 00 seconds west, 15.160 m., thence south 70 degrees, 00 minutes, 00 seconds east, 92.202 m., thence extending along the western limit of the aforementioned Southern Shore Highway, (Route 10) having a reservation of 45 meters, south 19 degrees, 18 minutes, 18 seconds west, 60.978 m., to the principal point of beginning. The above described parcel contains in all an area of 460.715 ha and is more particularly shown on the attached plan. RESERVING nevertheless out of the above described parcel ATV trails with a 2.5 m. wide reservation either side of centerline and ponds and rivers with a 15 m. wide reservation along its shoreline. All bearings being referred to Grid North NAD 83.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
1. The Lessee shall use the demised premises solely for the purpose of a wind tower farm and the land must be developed within a period of five (5) years from the date of these presents.

2. The rent reserved as set out in this Lease shall be subject to review every five (5) years.

3. The Lessee shall pay all taxes and charges that may be levied by any municipal, provincial, or federal authority on or in respect of the demised premises.

4. The demised premises shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Minister’s consent for assignment may be withheld until such time as the requirement of Clause 1 is fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the demised premises only is being assigned solely for mortgage purposes.

5. The demised premises shall be held under and subject to all regulations and provisions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.

6. Disposal of garbage on the demised premises or underwater is not acceptable and shall be burned in an acceptable manner or disposed of at an approved waste disposal site.

7. The Lessee shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the Lessee’s use or occupation of the demised premises.

8. The demised premises shall not be used for any purpose other than as set forth in Clause 1 of this Lease without written consent of the Minister and then only on such terms and conditions and the payment of such a fee as the Minister may prescribe.

9. If the Lessee has paid the rent and observed all of the terms of this Lease, the Lease may be renewed upon written application by the Lessee and shall be subject to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.

10. The Lessee shall at the end of this Lease yield up to the Minister the demised premises in a condition satisfactory to the Minister.

11. The Lessee shall within ninety (90) days of the end of this Lease restore the demised premises to a condition satisfactory to the Minister.

12. If the Lessee fails to restore the demised premises as specified in Clause 11, the demised premises shall become the sole property of the Minister. The Minister may dispose of the demised premises and restore the demised premises as he sees fit and an amount shall be paid to the Lessee in compensation thereof and the costs incurred by the Minister in taking this action shall be a debt due the Crown by the Lessee.

13. This Lease shall be null and void, and the demised premises and any buildings thereon shall revert to the Crown if the rent which is due and payable hereunder remains unpaid for sixty (60) days, regardless of whether there has been a request for payment or not.

14. Payment of the annual rent shall not prevent this Lease from becoming null and void if the Lessee shall default in any other provision, term or condition of this Lease.

15. If the Lessee defaults in the performance of any of the provisions, terms or conditions of this Lease or, following development of the demised premises for the intended use set forth in Clause 1, the Lessee thereafter fails to use the demised premises for the said purpose(s) for a period of three (3) consecutive years, then at any time after such default or failure to use the demised premises for a period of three (3) consecutive years the Minister may, by written notice served on the Lessee as set forth in Clause 17, declare this Lease null and void and the demised premises shall revert to the Crown.

16. The Lease may be renewed upon written application by the Lessee and shall be subject to such statutes and regulations as are then in force in the Province of Newfoundland and Labrador.

17. Any notice to be given hereunder shall be in writing and shall be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Lessee, FERMEUSE WIND POWER CORP., c/o SUSAN NORMAN, STEWART MCKELVEY STERLING SCALES P.O. BOX 5038, SUITE 1000 CABOT PLACE, 100 NEW COWER STREET, ST. JOHN’S NL, CANADA, A1C 6K3 or to the Minister, Lands Branch, Howley Building, Higgins Line, P.O. Box 8700, St. John’s NL A1B 4J6. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice herein referred to may be changed by notice to the other party in writing given pursuant hereto.
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<td><strong>SCHEDULE &quot;C&quot;</strong></td>
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<tr>
<td>18.</td>
<td>A quarry licence exists in the area of the demised premises. Access for the purposes of quarry exploration and development must be permitted by the Lessee.</td>
</tr>
<tr>
<td>19.</td>
<td>The issuance of a grant pursuant to this Lease shall not be permitted.</td>
</tr>
<tr>
<td>20.</td>
<td>The Lessee must obtain all necessary permits from the Government Service Centre of the Department of Government Services.</td>
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<tr>
<td>21.</td>
<td>That this Lease is subject to the condition(s) defined in the &quot;Permeuse Wind Turbine Power Project&quot; Environmental Assessment Registration number 1276 on file with the Environmental Assessment Division of the Department of Environment and Conservation.</td>
</tr>
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<td>22.</td>
<td>This Lease shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.</td>
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CONSENT AND POSTPONEMENT

TO: LAURENTIAN BANK OF CANADA, in its capacity as Mortgagee (the “Mortgagee”) under the mortgage for the Leased Premises granted by Lessee (as herein defined) in respect of the Leased Premises (as herein defined) to Canadian Western Bank and assigned to the Mortgagee (as amended or restated, the “Mortgage”) to secure Lessee’s obligations under the Amended and Restated Loan Agreement to be entered into on or about September 2017, among Lessee, the Mortgagee, as agent, and the lenders (the “Lenders”) which are, from time to time, party thereto.

OF: 1981, avenue McGill College
Bureau 1500
Montréal, Québec H3A 3K3

The undersigned referred to Lease (the "Lease"), being Crown Lease No. 131569, dated the 2nd day of July, 2008, between The Honourable Minister of Fisheries and Land Resources, for the Province of Newfoundland and Labrador (the “Minister”), and Fermeuse Wind Power Corp. (the “Lessee”), in which the Minister leased to the Lessee lands and premises comprising 460.715 hectares, situate at Fermeuse, in the Province of Newfoundland (the “Leased Premises”), for a term of 50 years, commencing on the 2nd day of July, 2008.

In consideration of the receipt by the Minister of the sum of Three Hundred Dollars, ($300.00), (the receipt of which is hereby acknowledged), the Minister hereby:

1. Consents and gives leave to the Mortgage and the charges and assignments contained therein;

2. Agrees that if the Mortgagee shall exercise any of its rights under the Mortgage, the Minister shall not exercise its right to re-enter or take possession of the Leased Premises and the term of the Lease shall not expire or become forfeited or determined, so long as the covenants of the Lessee contained in the Lease continue to be performed; provided that performance by the Mortgagee of the covenants of the Lessee contained in the Lease shall not constitute the Mortgagee as the Lessee under the Lease and shall not be deemed to constitute an attornment by the Mortgagee to the Minister or a novation of the Lease;
3. Certifies that as of the date hereof the Minister's rights to the Lease have not been assigned to any person and that the Minister has no knowledge of any breach of the terms or conditions of the Lease;

4. Agrees to give the Mortgagee forthwith written notice at its above address of any breach of the term or conditions of the Lease of which the Minister hereafter has knowledge; and in particular where the Minister intends to re-enter and terminate the Lease if the default or breach is not cured, and to provide the Lessee with a reasonable period of time of not less than sixty (60) days unless otherwise agreed by the Minister, PROVIDED THAT if, during this time, the Mortgagee notifies the undersigned of its intention to foreclose or otherwise realize on its security, it will be given sixty (60) days to carry this out through conclusion, at which time the Mortgagee will become the new Lessee.

5. Agrees that the Lessee is entitled to take possession of the improvements and to administer the property, if a rental property, including the collection of all rents in the event of default under the terms of the Mortgage PROVIDED THAT during the term of the Lease the covenants of the Lessee, especially the covenant of the Lessee to pay rent and to develop and use the Leased Premises solely for the purpose outlined in the Lease, are kept in good standing.

6. Agrees that this Consent shall be binding upon the Minister, its successors and assigns.

7. This Consent and Postponement agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and applicable federal laws.

DATED AT the City of Corner Brook, in the Province of Newfoundland and Labrador, this 27 day of September, 2017.