

7-
K...
2.5.32

OPERATING LEASE

BETWEEN

CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED

AND

TWIN FALLS POWER CORPORATION LIMITED

WITH

V549-236

HIS HONOUR THE HONOURABLE FABIAN O'DEA, ONE
OF HER MAJESTY'S COUNSEL, LEARNED IN THE LAW,
COMMANDER ON THE RETIRED LIST OF HER MAJESTY'S
NAVAL RESERVE, LIEUTENANT-GOVERNOR OF THE
PROVINCE OF NEWFOUNDLAND IN COUNCIL

THE ROYAL TRUST COMPANY

IRON ORE COMPANY OF CANADA

WABUSH IRON CO. LIMITED

THE STEEL COMPANY OF CANADA, LIMITED

DOMINION FOUNDRIES AND STEEL, LIMITED

QUEBEC NORTH SHORE AND LABRADOR RAILWAY
COMPANY

NORTHERN LAND COMPANY LIMITED

WABUSH LAKE RAILWAY COMPANY, LIMITED

AND

CAROL LAKE COMPANY LIMITED,

as Intervenors.

Dated as of November 30, 1967.

OPERATING LEASE

THIS AGREEMENT made as of the 30th day of November, 1967

BETWEEN:

CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED (hereinafter called "CFLCo"), a company incorporated under the laws of Canada and having its head office at the City of St. John's, in the Province of Newfoundland,

OF THE FIRST PART

AND:

TWIN FALLS POWER CORPORATION LIMITED (hereinafter called "Twinco"), a company incorporated under the laws of Canada and having its head office at the City of St. John's, in the Province of Newfoundland,

OF THE SECOND PART

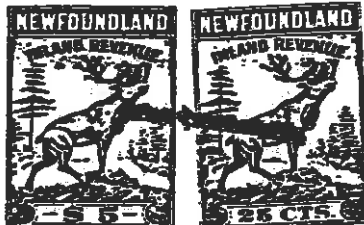
WHEREAS CFLCo is engaged in the construction of a 5,000,000 kilowatt hydro-electric generating plant at a site on the Churchill River in Labrador;

WHEREAS the parties, in anticipation that the Special Reservation provisions of the Sublease will be put into effect, wish to make suitable provisions with respect to the operation and maintenance of the Twinco hydro-electric generating plant and related facilities.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

I. Interpretation

1. The following words and phrases wherever used in this Agreement shall, unless there be something in the context inconsistent therewith, have the following meanings:-



Registered 11 day of December
A.D. 1967 at 1.50 o'clock p.m.
Vol. 916 Fol. 250-259
A. Richard
Registrar of Deeds (NFLD.)



John O'Sea
Lieutenant-Governor

John O'Sea
Minister of Justice

1.1 "Sublease" means that certain Sublease dated as of November 15, 1961, between CFLCo, as sublessor, Twinco, as sublessee, and the Government of the Province of Newfoundland, as intervenor, as the said Sublease has been and may be amended from time to time;

copy

→ 1.2 "Bond Indenture" means the Deed of Trust and Mortgage dated as of November 15, 1961, between Twinco and The Royal Trust Company, as Trustee, as the same has been and may be amended from time to time.

* 2. Words and expressions which have been given defined meanings in the Sublease or in the Bond Indenture, as the case may be, shall have the same meanings when employed in this Agreement.

II. *Operative Date*

This Agreement shall become operative as and from the date specified in the Second Notice when given by CFLCo to Twinco pursuant to clause 8 of Part IV of the Sublease provided the said parties have entered into the written undertaking contemplated by said clause 8 of Part IV of the Sublease.

III. *Lease of Rights and Assets*

With warranty as to its own acts and deeds only, Twinco hereby leases to CFLCo for a term commencing upon the operative date of this Agreement and continuing, subject to earlier termination as herein provided, and subject to possible suspension from time to time as herein also provided, for the entire term of the Sublease as the same may be from time to time extended or renewed, and in consideration of a yearly rental of \$1.00, if demanded, and of the retention by Twinco of the right to transmit and export hydro-electric power over the transmission facilities of the Second Expanded Project, the right to transmit and export hydro-electric power and likewise leases to CFLCo all assets of Twinco comprised in the Second Expanded Project with

↙
What are these?
Who pays.

full right to use, enjoy, modify, expand and operate the same, including without limitation the right to extend the forebay and the right to do whatever is necessary to make the Second Expanded Project suitable for winter operation, all such modifications and expansions to be carried out at the sole expense of CFLCo and in such manner as will not interfere, upon restoration to Twinco of its suspended rights and liberties under the Sublease in the event of such restoration being required, with the capability of Twinco to operate the Second Expanded Project as fully and effectively as Twinco was able to operate same prior to the suspension.

IV. *Early Termination*

- (a) If any Event of Default shall have occurred and be continuing under the Bond Indenture when this Agreement is made, or shall have occurred and be continuing while it is in effect, this Agreement may be terminated, at any time while such Event of Default continues, by the Trustee or by the purchaser at any sale under the Bond Indenture of the property leased hereunder, whether under the power of sale conferred by the Bond Indenture or under judicial proceedings, the whole in accordance with section 16.01 of the Bond Indenture.
- (b) If, by reason of a default of CFLCo as contemplated by clause 10 of Part IV of the Sublease, the Water Power Lease is cancelled and determined, the respective rights and obligations of CFLCo and Twinco hereunder shall ipso facto terminate except that CFLCo and Twinco shall have and enjoy the rights and liberties conferred upon them respectively pursuant to clause V hereof.

V. *Suspension when Suspension of Sublease Interrupted*

If pursuant to the provisions of subclause (3) of clause 8 of Part IV of the Sublease, CFLCo should at any time or from time to time be required to restore to Twinco, during any period of interrup-

tion contemplated by said subclause, the enjoyment of the rights and liberties otherwise suspended pursuant to the said clause 8, the rights hereby conferred upon CFLCo and the obligations of CFLCo hereunder shall be suspended during the period of any such interruption and shall revive upon cessation of such interruption.

During any period of suspension of CFLCo's rights hereunder Twinco, in addition to being restored the enjoyment of the rights hereby conferred on CFLCo, shall have and enjoy at no cost to it save as provided in the Sublease:

- (a) all rights and liberties so restored to Twinco under the Sublease;
- (b) full use of all modifications and expansions made by CFLCo hereunder; and
- (c) all those rights and facilities first conveyed and granted to Twinco by CFLCo pursuant to the Licence Agreement in the same manner and to the same extent as if the Licence Agreement were still in full force and effect;

and CFLCo shall have, notwithstanding such suspension, all those rights which had been first conveyed and granted to CFLCo by Twinco pursuant to said Licence Agreement, in like manner and to a like extent. Provided, however, each of CFLCo and Twinco shall, during any such period of suspension of CFLCo's rights hereunder, assume their respective obligations set forth in subclauses (2), (3), (4), (5) and (6) of clause 3 of the Licence Agreement to the same extent as if the provisions of the said subclauses of the Licence Agreement were still in full force and effect.

VI. *Assumption of Obligations under Sublease*

In consideration of the rights hereby granted to it, CFLCo hereby assumes, to the entire exoneration of Twinco, all obligations of Twinco under clause 6 of Part II of the Sublease.

*L. Mankin.
Site assets.*

VII. *Assumption of Obligations under Power Contracts*

CFLCo, for the consideration aforesaid and in consideration for Twinco continuing to make when due the payments to CFLCo required under the Sublease, hereby assumes, to the entire exoneration of Twinco, all of Twinco's obligations to pay all those expenses of operation which are contemplated by Exhibit A to the Amended Power Contracts saving, unless otherwise agreed, insurance, external audit, legal, professional and any other Exhibit A expenses which the parties agree shall continue to be paid by Twinco.

VIII. *Maintenance*

CFLCo shall keep and maintain in good working order all structures, works and plant erected from time to time for the Second Expanded Project and all modifications and expansions made hereunder and shall attend to all necessary repairs in order to secure the normal and satisfactory working of all such structures, works, plant, modifications and expansions, the whole at the sole expense of CFLCo.

IX. *Operation of Second Expanded Project*

Subject to the provisions and requirements of clause 8 of Part IV of the Sublease and of the undertaking given by CFLCo pursuant to said clause, CFLCo shall be entitled, as and when CFLCo at its discretion may elect to do so, to operate the Second Expanded Project, including Twin Falls townsite, transmission lines and other facilities.

CFLCo hereby undertakes and agrees to indemnify and hold harmless Twinco from and against any and all liability to any third parties for injuries to persons or damages to property that may result from CFLCo's exercise or improper exercise of any of the rights, or from its use and enjoyment of any assets, hereby leased and granted, or from failure of CFLCo to carry out any of its covenants under this Agreement.

X. *Successors and Assigns*

This Agreement shall be binding upon and enure to the benefit of each party hereto and its successors and assigns. Any assignment by either party hereto shall not release the assignor from any of its obligations hereunder, save with the written consent of the other party. Forthwith upon the execution of any assignment hereof or of any assignment of any such assignment, the assignor shall furnish the intervenors with a certified copy thereof together with the name and address of the assignee.

XI. *Interventions*

HERETO INTERVENED HIS HONOUR THE HONOURABLE FABIAN O'DEA, one of Her Majesty's Counsel, learned in the Law, Commander on the Retired List of Her Majesty's Naval Reserve, Lieutenant-Governor of the Province of Newfoundland in Council (hereinafter called the "Government", which expression shall, unless the context otherwise requires, mean the Government for the time being of the said Province), who declares:

(a) That the Government hereby consents to this Agreement;

(b) That it makes no warranty as to the title of Twinco or CFLCo, nor does it establish any privity of contract with Twinco or CFLCo, nor does it undertake any obligations to any or all of them, nor shall it by its intervention be deemed to have made any such warranty, to have established any such privity of contract, or to have undertaken any such obligations;

AND HERETO ALSO INTERVENED THE ROYAL TRUST COMPANY, herein acting in its capacity as Trustee under the Bond Indenture, which hereby acknowledges that the requirements of section 16.07 of the Bond Indenture have been fully satisfied with respect to this Agreement.

AND HERETO ALSO INTERVENED IRON ORE COMPANY OF CANADA which, under reserve of all rights under its Amended Power Contract with Twinco, hereby consents to this Agreement;

AND HERETO ALSO INTERVENED WABUSH IRON CO. LIMITED, THE STEEL COMPANY OF CANADA, LIMITED and DOMINION FOUNDRIES AND STEEL, LIMITED, which companies, under reserve of all their rights under their Amended Power Contract with Twinco, hereby consent to this Agreement.

AND HERETO ALSO INTERVENED QUEBEC NORTH SHORE AND LABRADOR RAILWAY COMPANY, NORTHERN LAND COMPANY LIMITED, WABUSH LAKE RAILWAY COMPANY, LIMITED and CAROL LAKE COMPANY LIMITED, each of which companies hereby consents to this Agreement.

IN WITNESS WHEREOF his Honour the Lieutenant-Governor in Council has caused the Great Seal of the Province of Newfoundland to be affixed hereto and has signed this Operating Lease as intervenor and the parties hereto and the other intervenors have caused their Corporate Seals to be affixed hereto in the presence of their respective officers duly authorized for the purposes hereof as of the date first above written.

BY HIS HONOUR'S COMMAND

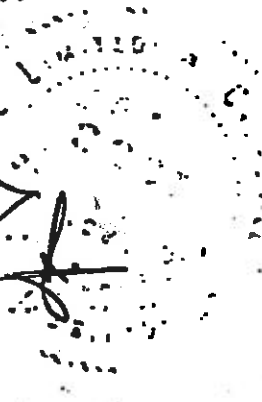
J. A. Frecker
.....
Minister of Provincial Affairs

CHURCHILL FALLS (LABRADOR)
CORPORATION LIMITED

By *[Signature]* Chairman

[Signature] Vice-President and Secretary

[Signature]
.....
Witness



TWIN FALLS POWER CORPORATION
LIMITED

By *[Signature]*

And *[Signature]*
Secretary

[Signature]
Witness

THE ROYAL TRUST COMPANY

By *[Signature]* B.C. Co. Manager ...
Bond Trusteeship Department

And *[Signature]*
R. Rees, Assistant Secretary

[Signature]
Witness

IRON ORE COMPANY OF CANADA

By *[Signature]*

Attest *[Signature]*

[Signature]
Witness

WABUSH IRON CO. LIMITED

By *[Signature]*

Attest *[Signature]*
Assistant Secretary

[Signature]
Witness

THE STEEL COMPANY OF CANADA,
LIMITED

By *[Signature]* VICE-PRESIDENT

And *[Signature]* SECRETARY

[Signature]
Witness

DOMINION FOUNDRIES AND STEEL
LIMITED

Richard W. [Signature]
Witness

By *[Signature]*
VICE PRESIDENT

And *[Signature]*
ASSISTANT SECRETARY

QUEBEC NORTH SHORE AND LABRADOR
RAILWAY COMPANY

A. Brabant
Witness

By *[Signature]*

And *[Signature]*

NORTHERN LAND COMPANY LIMITED

A. Brabant
Witness

By *[Signature]*

And *[Signature]*

WABUSH LAKE RAILWAY COMPANY,
LIMITED

Quint [Signature]
Witness

By *[Signature]*

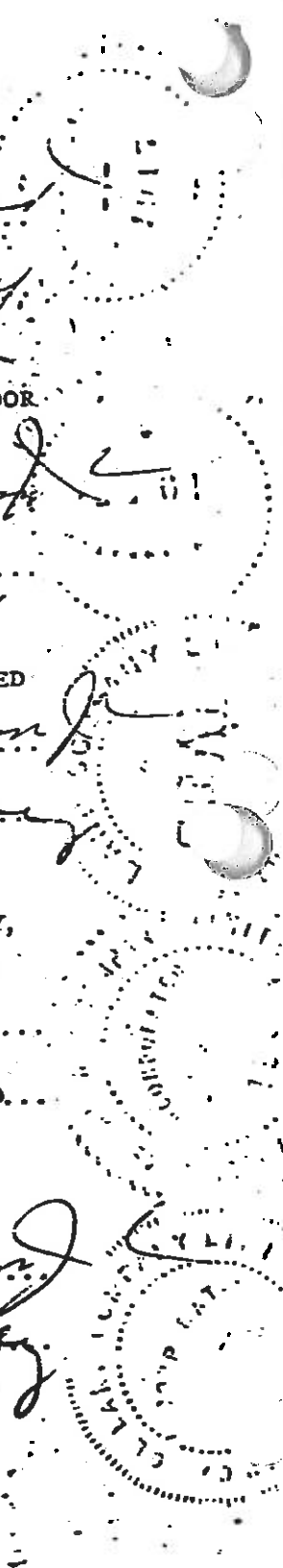
And *[Signature]*
SECRETARY

CAROL LAKE COMPANY LIMITED

A. Brabant
Witness

By *[Signature]*

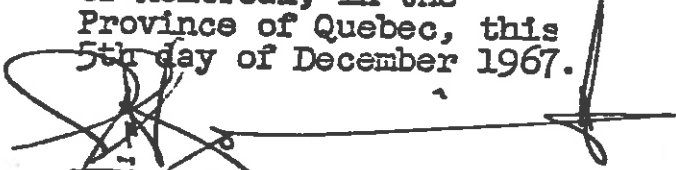
Attest *[Signature]*



I, Elizabeth Schneidhofer, of the City and District of Montreal, and Province of Quebec, Secretary, make oath and say:

THAT I was personally present and did see the within OPERATING LEASE dated as of November 30th, 1967, duly executed by CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED and TWIN FALLS POWER CORPORATION LIMITED by affixing thereto the common seal of CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED in the presence of DONALD GORDON and C.T. MANNING, the Chairman and the Vice-President (Legal) and Secretary respectively of CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED and by the affixing thereto of the common seal of TWIN FALLS POWER CORPORATION LIMITED in the presence of M.F. NICHOLSON and A.B. THOMSON, the Chairman and the Secretary respectively of TWIN FALLS POWER CORPORATION LIMITED, the whole on the 5th day of December 1967, and that I am the subscribing witness to such execution.

Sworn to before me at the City and District of Montreal, in the Province of Quebec, this 5th day of December 1967.


A Commissioner of the
Supreme Court of Newfoundland

(C. T. Manning)

Elizabeth Schneidhofer

AMENDMENT TO OPERATING LEASE entered into as of the First day of July 1974.

B E T W E E N : CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED (hereinafter called "CFLCo"), a company incorporated under the laws of Canada and having its head office at the City of St. John's, in the Province of Newfoundland,

OF THE FIRST PART,

A N D : TWIN FALLS POWER CORPORATION LIMITED (hereinafter called "Twinco"), a company incorporated under the laws of Canada and having its head office at the City of St. John's, in the Province of Newfoundland,



ADMINISTRATOR

OF THE SECOND PART.

WHEREAS the parties hereto entered into an Operating Lease made as of the 30th day of November, 1967, and registered at the Registry of Deeds for Newfoundland on the 11th day of December, 1967, in Volume 916 at Folios 250-259; and

WHEREAS the parties hereto desire to effect certain amendments to the Operating Lease resulting from the construction of the Third Expansion (hereinafter defined) and Twinco's undertaking to operate same as more fully set forth in its Agreement (hereinafter called the "IOC Agreement") with Iron Ore Company of Canada (hereinafter called "IOC") made as of December 31st, 1974.

NOW THEREFORE, THIS AMENDMENT TO OPERATING LEASE WITNESSETH:

1.- The Operating Lease is hereby amended as follows:


Minister of Justice

(a) The following sub-paragraph is added to paragraph 1 of Article I immediately following sub-paragraph 1.2 namely:

"1.3. "Third Expansion" shall mean those additional facilities, buildings, machinery, equipment and property installed or added since July 1971 or being installed or added to the step-down station owned by Twinco near Wabush Lake and which are more fully described in Schedule A of the IOC Agreement, and which shall include without limitation:

- (i) two 60 MVAR synchronous condensers including auxiliaries, buildings, step-up transformers, 46 KV cabling and circuit breakers,
- (ii) one 47/65 MVA transformer including associated 230 KV bay, bus work and disconnects
- (iii) expansion of the 46 KV section of the switchyard including structural steel and foundations, circuit breakers, disconnects and relocation of existing customer feeders
- (iv) the addition, replacement or modification to control cabling, protective relaying, station controls, remote supervisory controls and communications required to accommodate the expanded station,
- (v) the lease of surface rights to additional property as set forth in the Indenture entered into as of October 1st, 1971 between Wabush Iron Co. Limited, Twinco and others; and

- (vi) all other additions, rights, facilities, property easements and right-of-way relating to the foregoing."
- (b) Wherever in the Operating Lease there is reference to "Second Expanded Project", namely, in Articles III, VIII and IX, there shall be added immediately thereafter the words "and the Third Expansion".
- (c) Subject to the foregoing paragraph (b) of this clause 1, Articles VIII, IX, X and XI shall be renumbered Articles IX, X, XI and XII and a new Article VIII shall be added as follows:

"VIII. Assumption of Obligations under IOC Agreement.

CFLCo hereby acknowledges that it has taken communication of the IOC Agreement and it hereby assumes, to the entire exoneration of Twinco, the obligations of Twinco contained therein except as contained in Article 3 thereof, in consideration for which Twinco undertakes to remit to CFLCo, as and when received, all amounts paid to it by IOC pursuant to Article 3.02 of the IOC Agreement. In the event IOC defaults in any of its obligations contained in Sections 3.02, 3.03, 3.04 and 3.05 thereof (except to the extent such obligations may relate to Section 3.01 thereof), Twinco undertakes to take such action to enforce same as CFLCo shall direct in writing and which shall not be at variance with any applicable provision

of the IOC Agreement. Furthermore, should the circumstances contemplated in the second sentence of Article 3.05 occur, Twinco undertakes to consult with CFLCo and to act in accordance with its instructions with respect to any written agreement with IOC reducing or eliminating the Normal Service Charge."

2.- Except as otherwise amended hereby, the parties acknowledge that the Operating Lease of November 30th, 1967, is in full force and effect.

3.- INTERVENTIONS

HERETO INTERVENED HIS HONOUR THE HONOURABLE GORDON A. WINTER, Lieutenant-Governor of the Province of Newfoundland in Council (hereinafter called the "Government", which expression shall, unless the context otherwise requires, mean the Government for the time being of the said Province), who declares:

- (a) That the Government hereby consents to this Amendment to Operating Lease;
- (b) That it makes no warranty as to the title of Twinco or CFLCo, nor does it establish any privity of contract with Twinco or CFLCo, nor does it undertake any obligations to any or all of them, nor shall it by its intervention be deemed to have made any such warranty, to have established any such privity of contract, or to have undertaken any such obligations;

AND HERETO ALSO INTERVENED IRON ORE COMPANY OF CANADA which, under reserve of all rights under its Amended Power Contract with Twinco, hereby consents to this Amendment to Operating Lease;

AND HERETO ALSO INTERVENED WABUSH IRON CO. LIMITED, THE STEEL COMPANY OF CANADA, LIMITED and DOMINION FOUNDRIES AND STEEL, LIMITED, which companies, under reserve of all their rights under their Amended Power Contract with Twinco, hereby consent to this Amendment to Operating Lease.

IN WITNESS WHEREOF, his Honour the Lieutenant-Governor in Council has caused the Great Seal of the Province of Newfoundland to be affixed hereto and has signed this Amendment to Operating Lease as intervenor and the parties hereto and the other intervenors have caused their Corporate Seals to be affixed hereto in the presence of their respective officers duly authorized for the purposes hereof as of the date first above written.

BY HIS HONOUR'S COMMAND

A. J. Campbell
Minister of Provincial Affairs
REGISTRAR GENERAL
CHURCHILL FALLS (LABRADOR)
CORPORATION LIMITED

By: [Signature]

JAWright
Witness

And: Rene A. Bousquet
Vice President

TWIN FALLS POWER CORPORATION LIMITED

By: [Signature]

And: [Signature]
Secretary

[Signature]
Witness

IRON ORE COMPANY OF CANADA

By: [Signature]

Attest: [Signature]

[Signature]
Witness

WABUSH IRON CO. LIMITED

By: [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

[Signature]
Witness

THE STEEL COMPANY OF CANADA, LIMITED

By: [Signature]
VICE-PRESIDENT

And: [Signature]
VICE-PRESIDENT and SECRETARY

[Signature]
Witness

DOMINION FOUNDRIES AND STEEL, LIMITED

By: [Signature]
EXECUTIVE VICE PRESIDENT FINANCIAL

And: [Signature]
SECRETARY

[Signature]
Witness

SECOND AMENDMENT TO OPERATING LEASE entered into as of the 10th day of November 1981.

BETWEEN: CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED (hereinafter called "CF(L)Co"), a company incorporated under the laws of Canada and having its head office at the City of St. John's, in the Province of Newfoundland,

OF THE FIRST PART,

AND: TWIN FALLS POWER CORPORATION LIMITED (hereinafter called "Twinco"), a company incorporated under the laws of Canada and having its head office at the City of St. John's, in the Province of Newfoundland,

OF THE SECOND PART.

W. Anthony Fadden
LIEUTENANT-GOVERNOR

WHEREAS the parties hereto entered into an Operating Lease made as of the 30th day of November, 1967, and registered at the Registry of Deeds of Newfoundland on the 11th day of December, 1967, in Volume 916 at Folios 250-259; and

WHEREAS the Operating Lease was amended by Amendment to Operating Lease made as of the 1st day of July, 1974, and registered at the Registry of Deeds for Newfoundland on the 21st day of September, 1976, in Volume 2131 at Folios 108-114; and

WHEREAS the parties hereto desire to effect certain further amendments to the Operating Lease resulting from the construction of the Fourth Expansion (hereinafter defined) and Twinco's undertaking to operate same as more fully set forth in its Agreement (hereinafter called the "Fourth Expansion Agreement") with Iron Ore Company of Canada (hereinafter called "IOC") made as of November 10th, 1981.

Genoed R. Offenbeimer
MINISTER OF JUSTICE

NOW, THEREFORE, THIS SECOND AMENDMENT TO
OPERATING LEASE WITNESSETH:

1. The Operating Lease as amended is hereby
further amended as follows:

(a) The following sub-paragraph is added to
paragraph 1 of Article I immediately
following sub-paragraph 1.3, namely:

"1.4. "Fourth Expansion" shall mean those
additional facilities, machinery, equipment
and property installed or added during 1981
at the step-down station owned by Twinco
near Wabush Lake and which shall include
without limitation:

- (i) one outdoor 35-47-65 MVA 230 KV-
46 KV transformer (the "Transformer")
with copper windings in lieu of
aluminum,
- (ii) one set of spare parts including one
high voltage bushing, one low voltage
bushing, one HV neutral bushing and
one set of gaskets,
- (iii) one 46 KV breaker, and
- (iv) all ancillary equipment necessary or
desirable for the installation and
commissioning of the foregoing
indicating without limitation,
associated protective relays and
meters, fire pads and fire walls."

- (b) Wherever in the Operating Lease as amended there is reference, subsequent to Article I, to "the Third Expansion", namely, in Articles III, IX and X, there shall be added immediately thereafter the words "and the Fourth Expansion".
- (c) Subject to the foregoing paragraph (b) of this clause 1, Articles IX, X, XI and XII of the Operating Lease as amended shall be renumbered Articles X, XI, XII and XIII and a new Article IX shall be added as follows:

"IX. Assumption of Obligations under Fourth Expansion Agreement:

CF(L)Co hereby acknowledges that it has taken communication of the Fourth Expansion Agreement and it hereby assumes, to the entire exoneration of Twinco, the obligations of Twinco contained therein except as contained in Article 3 thereof, in consideration for which Twinco undertakes to remit to CF(L)Co, as and when received, all amounts paid to it by IOC pursuant to Article 3.02 of the Fourth Expansion Agreement. In the event IOC defaults in any of its obligations contained in Section 3.02, 3.03, 3.04 and 3.05 thereof (except to the extent such obligations may relate to Section 3.01 thereof), Twinco undertakes to take such action to enforce same as CF(L)Co shall direct in writing and which shall not

be at variance with any applicable provision of the Fourth Expansion Agreement. Furthermore, should the circumstances contemplated in the second sentence of Article 3.05 occur, Twinco undertakes to consult with CF(L)Co and to act in accordance with its instructions with respect to any written agreement with IOC reducing or eliminating the Normal Service Charge."

2. Except as otherwise amended hereby, the parties acknowledge that the Operating Lease of November 30th, 1967, as amended by Amendment to Operating Lease of July 1, 1974, is in full force and effect.

3. INTERVENTIONS

HERETO INTERVENED HIS HONOUR THE HONOURABLE W. ANTHONY PADDON, Lieutenant-Governor of the Province of Newfoundland in Council (hereinafter called the "Government", which expression shall, unless the context otherwise requires, mean the Government for the time being of the said Province), who declares:

- (a) That the Government hereby consents to this Second Amendment to Operating Lease;
- (b) That it makes no warranty as to the title of Twinco or CF(L)Co, nor does it establish any privity of contract with Twinco or CF(L)Co, nor does it undertake any obligations to any or all of them, nor shall it by its intervention be deemed to have made any

such warranty, to have established any such privity of contract, or to have undertaken any such obligations;

AND HERETO ALSO INTERVENED IRON ORE COMPANY OF CANADA which, under reserve of all rights under its Amended Power Contract with Twinco, hereby consents to this Second Amendment to Operating Lease;

AND HERETO ALSO INTERVENED WABUSH IRON CO. LIMITED, THE STEEL COMPANY OF CANADA, LIMITED and DOMINION FOUNDRIES AND STEEL, LIMITED, which companies, under reserve of all their rights under their Amended Power Contract with Twinco, hereby consent to this Second Amendment to Operating Lease.

IN WITNESS WHEREOF, his Honour the Lieutenant-Governor in Council has caused the Great Seal of the Province of Newfoundland to be affixed hereto and has signed this Second Amendment to Operating Lease as intervenor and the parties hereto and the other intervenor have caused their Corporate Seals to be affixed hereto in the presence of their respective officers duly authorized for the purposes hereof as of the date first above written.

BY HIS HONOUR'S COMMAND

W. Anthony Fallon

Lieutenant-Governor

CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED

By:

D. J. ... PRESIDENT

And:

... - SECRETARY

Judi Stamp
Witness

TWIN FALLS POWER CORPORATION
LIMITED

By: [Signature] PRESIDENT.

And: [Signature] SECRETARY

Judi Stampo
Witness

IRON ORE COMPANY OF CANADA

By: [Signature] Vice President

Attest: [Signature] SECRETARY

Mary J. Gifford
Witness

WABUSH IRON CO. LIMITED

By: [Signature]

Attest: [Signature]

J. L. Hartman
Witness

STELCO INC., formerly
THE STEEL COMPANY OF CANADA,
LIMITED

By: [Signature] VICE-PRESIDENT.

And: [Signature]
VICE-PRESIDENT and SECRETARY
DOFASCO INC., formerly
DOMINION FOUNDRIES AND STEEL,
LIMITED

Shirley Loderford
Witness

By: [Signature]
VICE PRESIDENT

And: [Signature]
ASSISTANT SECRETARY

Valerie Moore
Witness