

**WUSKWATIM LANDS QUARRY MINERAL LEASE** made in duplicate this 28th day of June, 2006.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA,**  
as represented by the Minister of Industry, Economic Development and Mines  
("Manitoba"),

- and -

**5022649 MANITOBA LTD. (the General Partner of the Wuskwatim Power  
Limited Partnership on behalf of the Wuskwatim Power Limited Partnership)**  
(the "Partnership")

1. In this Lease:

- a. "Act" means *The Mines and Minerals Act*, C.C.S.M. c. M162 as amended from time to time or any Act replacing that Act from time to time;
- b. "quarry mineral" has the same meaning as in *The Mines and Minerals Act*;
- c. "regulations" means regulations made pursuant to the Act, and as amended, revised or substituted from time to time;

2. Subject and pursuant to the Act and regulations, Manitoba conveys to the lessee the exclusive right to explore for, develop, and produce quarry minerals that are the property of the Crown and are found on or under the land described as:

Parcels A, B, C, D, E, F, G, H, J as shown on a Plan of Survey No. 44574 PLTO,  
(the "Lands")

for a term commencing the date of this Lease and ending on March 31, 2016.

3. The quarry minerals granted to the Lessee by this Lease shall be used only for purposes of the Wuskwatim Generating Station Project.
4. Subject to paragraph 5, the Lessee shall comply with the Act and regulations.
5. The Lessee shall not be required to pay any rent, royalty and rehabilitation levy prescribed under the Act or regulations.
6. The Lessee agrees to indemnify and save harmless Manitoba against any and all actions, suits, claims or demands that may be brought or made against Manitoba for or by reason of any act or thing done or omitted to be done by the Lessee or its agents with respect to the Lands.
7. Any waiver by Manitoba of a breach by the Lessee of any term or condition of this Lease, the Act or the regulations must be in writing. Any such waiver shall extend only to the events of breach enumerated therein and shall not limit or affect Manitoba's rights with respect to any other breach.
8. If the Lessee defaults, breaches, fails to perform or observe any term or condition of this Lease, the Act or the regulations, and any such event is not remedied within such notice period as Manitoba may give, Manitoba may cancel this Lease. Notwithstanding any such cancellation by Manitoba, the rights of Manitoba against the Lessee shall not be prejudiced and Manitoba shall have the full remedies against the Lessee as if the Lease remained in full force and effect.

9. Any notice or other communication to the parties under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile as follows:

**TO MANITOBA:**

Mines Branch  
Manitoba Industry, Economic  
Development and Mines  
Unit 360-1395 Ellice Avenue  
Winnipeg MB R3G 3P2  
Attention: Director of Mines  
Ph. (204) 945-6505  
Fax (204) 948-2578

**TO THE PARTNERSHIP:**

Wuskwatim Power Limited  
Partnership  
c/o 5022649 Manitoba Ltd.  
Attention: President  
3<sup>rd</sup> Floor, 820 Taylor Avenue  
Winnipeg MB R3C 2P4  
Fax. (204) 474-4947

10. This Lease shall be interpreted in accordance with the laws of Manitoba.
11. Any amendments to this Lease shall be in writing and signed by both parties.
12. The Lessee shall not assign this lease except with the prior written consent of Manitoba which shall not be unreasonably withheld. Any obligations of the Lessee outstanding at the date of any assignment shall remain the responsibility of the Lessee, to the extent the obligations are not performed by the permitted assignee.
13. This Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties.

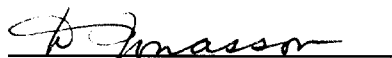
Signed, sealed and delivered by the Minister of Industry, Economic Development and Mines, or his duly authorized representative, on behalf of Manitoba, and by the duly authorized representatives of the Partnership on the dates noted below.

for HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA

Authorized Signing Authority  
Ernest Armitt, P.Eng.  
Director of Mines



DATE: June 28 2006

  
Witness

for 5022649 MANITOBA LTD. (the General Partner of the Wuskwatim Power Limited Partnership on behalf of the Wuskwatim Power Limited Partnership)



Ken A. Adams, Chairman

DATE: JUNE 28, 2006

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Witness

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Witness