

10. The Lessee may jointly, with the Lessor, have

- (a) the right to use the airfield at Goose Bay for the operation of United States military aircraft, subject to air traffic control by the Royal Canadian Air Force and prior notification of all expected arrivals to the Royal Canadian Air Force at Goose Bay;
- (b) free and uninterrupted use of roadways at Goose Bay outside the Leased Areas, subject to any limitations that may be imposed by the Commanding Officer, Royal Canadian Air Force Station Goose Bay, in the interests of the efficient operation of the station;
- (c) the use, for the transportation of petroleum products, of all pipes, pipelines, pumps and valves installed at Goose Bay by the Lessor and forming a part of the interconnected pipeline system;
- (d) the use of dockage facilities installed at Goose Bay; and
- (e) the use of such other areas and facilities at Goose Bay as may be agreed upon from time to time,

PROVIDED that the Lessee shall make compensation for any damage or injury suffered by others in consequence of the negligence of the members of its armed forces, employees or agents in connection with anything done or omitted under paragraph 10.

11. The Lessee may be authorized, in such manner as the Lessor determines, to use such rights of way at Goose Bay, outside the Leased Areas, as may hereafter be agreed upon, and may construct, maintain and operate thereon, such communication and transportation facilities as may be required for the support of United States military aircraft at Goose Bay.

12. The Lessee will not be required to pay any tax or fee in respect of registration or licencing of motor vehicles for use within Goose Bay.

13. The Lessee shall observe, both within and without the Leased Areas, accepted safety standards at Goose Bay for the protection of life and property.

14. The Lessee shall not install, maintain or operate at Goose Bay, whether within or without the Leased Areas, any lights or other aids to navigation of aircraft without the approval of the Commanding Officer, Royal Canadian Air Force Station Goose Bay.

15. The Lessee shall not at any time cause the waters of the Hamilton River to be polluted by disposal of sewage or otherwise.

16. The Lessee will use Canadian labour and materials as far as practicable in the construction and maintenance of facilities at Goose Bay.

17. In order to avoid doubt, I am instructed to state that my Government intends that the laws of Canada shall continue to apply throughout Goose Bay, including the Leased Areas.

18. If the foregoing is acceptable to your Government, this note and your reply shall be regarded as constituting a lease agreement in force from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

BROOKE CLAXTON.