

STEWARDSHIP AGREEMENT

AMONG:

TSUUT'INA NATION

AND;

SARCEE DEVELOPMENTS LTD.

AND;

THE TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

APRIL 1, 2021

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THIS STEWARDSHIP AGREEMENT dated effective April 1, 2021 ("**Effective Date**").

AMONG:

TSUUT'INA NATION

("Tsuut'ina Nation")

AND:

SARCEE DEVELOPMENTS LTD., a corporation duly incorporated pursuant to the *Business Corporations Act* of Alberta

("Sarcee")

AND:

THE TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY, a society duly incorporated pursuant to the *Societies Act* of Alberta

("Society")

WHEREAS:

- A. Tsuut'ina Nation is a sovereign and self-governing Nation with a long history of Stewardship over its traditional and reserve lands, the latter which have been set apart for the collective use and benefit of the citizens of Tsuut'ina Nation;
- B. Tsuut'ina Nation has the inherent right of self-government, which it has had historically and asserts under section 35 of the *Constitution* and pursuant to other enactments, agreements and conduct;
- C. Tsuut'ina Nation has designated the Originally Designated Lands, Indigenous and Northern Affairs Canada has entered into the Head Lease with Sarcee, and Sarcee has developed a portion of such lands into a residential area known as the Townsite of Redwood Meadows located on the Townsite Lands;
- D. Sarcee subdivided the Townsite Lands into individual lease parcels and common areas, and entered into the Original Subleases, pursuant to which Sarcee agreed to manage the operation and administration of the Townsite;
- E. Sarcee and the Society entered into the original Administration Agreement whereby Sarcee transferred certain rights, obligations and assets related to the operation and administration of the Townsite to the Society; and
- F. Tsuut'ina Nation wishes to extend the Designation, which includes the Townsite Lands, to extend the term of the Original Head Lease to expire September 5, 2095, enter into the Master Sublease respecting the Townsite Lands for the term of the Head Lease less a day, and delegate and grant certain rights and authority to the Society and place with the Society certain obligations, and the Society wishes to accept such delegation of rights and authority and undertake such obligations, as are required for the Society to

manage the operation and administration of the Townsite on behalf of Tsuut'ina Nation, on and subject to the terms and conditions set out herein.

THEREFORE for \$10.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) **"Agreement"** means this Stewardship Agreement.
- (b) **"Amendment Acceptance Notice"** has the meaning given to it in section 3.4.(b).
- (c) **"Amendment Rejection Notice"** has the meaning given to it in section 3.4.(b).
- (d) **"Annual Budget"** means the annual budget of the Society respecting management and administration of the Townsite as Steward hereunder, showing in reasonable detail the projected revenues and expenses of the Society in respect thereof.
- (e) **"Assigning Party"** means the party proposing to assign, mortgage, lease, licence, or transfer, as defined in section 8.1.
- (f) **"Band Council Resolution"** means a resolution of Tsuut'ina Nation Chief and Council executed or resolved at a duly convened meeting thereof in accordance with the *Indian Act*.
- (g) **"Bankruptcy, Insolvency or Winding-up Notice"** means a written notice of default, as defined in section 14.2.
- (h) **"Business Corporations Act"** means the *Business Corporations Act*, R.S.A. 2000, Chapter B-9.
- (i) **"Bylaws"** means any bylaws passed by Tsuut'ina Nation from time to time pursuant to section 81 of the *Indian Act*.
- (j) **"Care Free"** has the meaning given to it in section 2.1(b).
- (k) **"CEAA"** means the *Canadian Environmental Assessment Act* (2012), S.C. 2012, c. 19, s. 52.
- (l) **"Closing Date"** means the date first written above, or such other date as may be agreed upon in writing by the Parties acting reasonably.
- (m) **"commercially reasonable efforts"** means the efforts that a prudent Person who desires to achieve a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible, to the extent that such efforts are sound and feasible from a commercial and business perspective, but specifically does not require the applicable Party to:

- (i) engage in conduct that would have a materially adverse effect on such Party;
 - (ii) incur excessive or prejudicial amounts of fees, expenses, or costs, including legal, consultant, contractor or employment fees that are disproportionate to the benefits received under this Agreement in pursuing the obligation;
 - (iii) engage in conduct that would expose such Party to a claim, demand, suit, action, cause of action, damages, liabilities or losses outside the ordinary course;
 - (iv) engage in illegal conduct;
 - (v) engage in conduct without the requisite corporate or governance approvals applicable to such Party respecting such obligation;
 - (vi) engage in conduct that would be disproportionately prejudicial to the economic interests of such Party; or
 - (vii) engage in conduct that would render such Party liable for bankruptcy, insolvency, or winding up.
- (n) **"Common Areas and Facilities"** has the meaning given to it in the Master Sublease.
 - (o) **"Confidential Materials"** has the meaning given to it in section 15.14.
 - (p) **"consensus"** means all persons eligible to vote on any matter to which such consensus relates vote unanimously.
 - (q) **"Constitution"** means the *Constitution Act*, 1982, Schedule B to the *Canada Act* 1982 (UK), 1982, c. 11.
 - (r) **"Designation"** means the extension of the designation of the Originally Designated Lands by Tsuut'ina Nation pursuant to section 38(2) of the *Indian Act*.
 - (s) **"Dispute"** has the meaning given to it in section 10.1.
 - (t) **"Dispute Notice"** has the meaning given to it in section 10.1.
 - (u) **"Dispute Resolution Committee"** has the meaning given to it in section 10.1.
 - (v) **"Draft Townsite Law"** has the meaning given to it in section 4.2(a).
 - (w) **"Effective Date"** means the first date written above.
 - (x) **"Environmental Laws"** means:
 - (i) any laws applicable to the Townsite Lands relating, in whole or in part, to assessment and protection of the environment; and

- (ii) any decisions, determinations, mitigation measures, standards, codes, guidelines or environmental protection measures made pursuant to such laws, including Tsuut'ina Nation Laws.
- (y) **"Environmental Review"** means the Indigenous Services Canada's Environmental Review process of a proposed project to be carried out pursuant to section 67 of the *CEAA*, as to whether the proposed project is likely to cause significant adverse environmental effects and requires any mitigation measures, or any similar such process pursuant to amendments to the *CEAA*.
- (z) **"Event of Default"** has the meaning given to it in section 13.1.
- (aa) **"Expenditure Law"** means the annual expenditure law enacted by the Nation pursuant to the *FNFA* and Tsuut'ina Nation Laws.
- (bb) **"FNFA"** means the *First Nations Fiscal Management Act*, S.C. 2005, c.9.
- (cc) **"Fundamental Change"** has the meaning given to it in section 3.5.
- (dd) **"Governmental Authority"** means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (e) any stock or securities exchange; (f) any public utility authority; and (g) to the extent Tsuut'ina Nation is not already captured by any of the above definitions, Tsuut'ina Nation.
- (ee) **"Head Lease"** means the lease between Sarcee as lessee and Her Majesty the Queen, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, predecessor to the Minister, respecting the lease of the Designated Lands, dated September 6, 1974, and all amendments thereto including the amendments dated February 4, 1977, May 28, 1984, April 29, 2015, May 10, 2016, and finally as further amended by the Head Lease Extension, attached as Schedule F.
- (ff) **"Head Lease Extension"** mean the written extension of the Head Lease between the ISC and Sarcee, attached in Schedule G.
- (gg) **"Improvements"** means any sewers and sewage system, water-piping, communications wiring and related infrastructure, watercourses, wells, cisterns, reservoirs, dams, dykes, berms, roads, trails, street lights, bridges, ditches, fences, parks, recreational facilities, buildings, structures, works, facilities, infrastructure, services, landscaping, and other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to the Improvements), whether existing as at the Effective Date or to be constructed, and whether constructed by or at the direction of the Society or

any other Person, from time to time, situated on, under or above the Townsite Lands, including those improvements set out in Schedule B, and excluding improvements, buildings, structures, facilities and other fixtures and personal property constructed upon or brought onto a Sub-Sublease Lot (as defined in the Master Sublease) by a current or previous sublessee under any of the Original Subleases.

- (hh) "**Infrastructure**" means Infrastructure as defined in the Master Sublease.
- (ii) "**Interim Steward**" has the meaning given to it in section 14.3.
- (jj) "**interest in land**" has the meaning given to it in section 1.3.
- (kk) "**Indian Act**" means the *Indian Act*, R.S.C. 1985, c. I 5.
- (ll) "**Inherent Authority Law**" means any law enacted by Tsuut'ina Nation pursuant to Tsuut'ina Nation inherent authority.
- (mm) "**ISC**" means Indigenous Services Canada, successor to Indigenous and Northern Affairs Canada.
- (nn) "**law**" means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any Governmental Authority and includes any Tsuut'ina Nation Laws.
- (oo) "**Lease Agreements**" means the Head Lease, Master Sublease, and Sub-Subleases.
- (pp) "**Legal Change**" has the meaning given to it in section 3.5.
- (qq) "**Liaison Committee**" means the committee described in section 3.1.
- (rr) "**Master Sublease**" means the sublease agreement between Sarcee and the Society respecting the Townsite Lands, in the same or substantially similar in the form attached as Schedule H.
- (ss) "**material default**" has the meaning given to it in section 2.7.
- (tt) "**Material Default Notice**" has the meaning given to it in section 14.2.
- (uu) "**materially impact**" has the meaning given to it in section 2.5.
- (vv) "**Ministerial Order**" means the Ministerial Order Amending a Designation of Reserve Lands being MO #2021-009 dated February 22, 2021.
- (ww) "**New Steward**" has the meaning given to it in section 14.3.
- (xx) "**Original Administration Agreement**" means the administration agreement between Sarcee and the Society dated January 1, 1988.
- (yy) "**Originally Designated Lands**" means approximately 1,592.26 acres of reserve land designated for leasing by the citizens of Tsuut'ina Nation pursuant to

section 38(2) of the *Indian Act* for commercial, agricultural, industrial, housing and recreational purposes more particularly described in the Head Lease.

- (zz) "**Original Subleases**" means the original Subleases between Sarcee and the lessors thereunder for a term expiring August 4, 2049, which have been registered with the Registry.
- (aaa) "**Person**" means any individual, society, partnership, corporation, cooperative, or other legal entity.
- (bbb) "**property**" has the meaning given to it in section 1.3.
- (ccc) "**Property Assessment Law**" means the *Tsuut'ina Nation Property Assessment Law, 2018* and any amendments or replacements thereof.
- (ddd) "**Property Taxation Law**" means the *Tsuut'ina Nation Property Taxation Law, 2018* and any amendments or replacements thereof.
- (eee) "**Proposed Amendments**" has the meaning given to it in section 3.4.(a).
- (fff) "**Rates Law**" means the annual rates law to be enacted by the Society pursuant to the *FNFMA* and *Tsuut'ina Nation Laws*.
- (ggg) "**Records**" has the meaning given to it in section 6.1.
- (hhh) "**Registry**" means the Indian Lands Registry created and administered pursuant to section 21 of the *Indian Act*.
- (iii) "**Representatives**" means the individuals composing the Liaison Committee, as defined in section 3.1.
- (jjj) "**Required Tax Revenue Amount**" means an amount of funds in Canadian dollars equal to the difference between the Society's revenues less its expenses as set forth in the applicable Annual Budget.
- (kkk) "**Reserve**" means Tsuut'ina Nation Indian Reserve No. 145, which has been set apart for the use and benefit of Tsuut'ina Nation, formerly known as the Sarcee Indian Reserve No. 145.
- (III) "**Reserve Fund**" means the reserve fund(s) created and administered by the Society in relation to the Society's rights and obligations as Steward hereunder, and, prior to the date hereof, such reserve fund(s) created and administered by the Society pursuant to its rights and obligations under the Original Administration Agreement.
- (mmm) "**Residents**" means the lawful residents of the individual subdivided leasehold lots located in the Townsite pursuant to the terms of the Original Subleases or any rental agreements by the Sub-Sublessees with other Persons, and after the Closing Date, will mean such persons in relation to the Sub-Subleases.
- (nnn) "**Review Meeting**" has the meaning given to it in section 3.4(a).

- (ooo) "**Rules**" means the Townsite community rules, whether published as Society Bylaws or otherwise, applicable to the Townsite Lands and the conduct of Persons thereon.
- (ppp) "**Schedule**" means the following attachments to this Agreement which form part of and is an integral part to this Agreement, including:
- (i) SCHEDULE A - TOWNSITE LANDS
 - (ii) SCHEDULE B - IMPROVEMENTS
 - (iii) SCHEDULE C - TERMS OF REFERENCE
 - (iv) SCHEDULE D - FLOW OF LEGAL AUTHORITY
 - (v) SCHEDULE E - TAX ADMINISTRATION AGREEMENT
 - (vi) SCHEDULE F - HEAD LEASE
 - (vii) SCHEDULE G - HEAD LEASE EXTENSION
 - (viii) SCHEDULE H - MASTER SUBLEASE
 - (ix) SCHEDULE I - FORM OF SUB-SUBLEASE
 - (x) SCHEDULE J - AUTHORIZING RESOLUTIONS
 - (xi) SCHEDULE K - SIDE LETTER
- (qqq) "**Societies Act**" means the *Societies Act*, R.S.A. 2000, c. S-14.
- (rrr) "**Society Bylaws**" means bylaws passed by the Society and applicable to its members pursuant to the *Societies Act*.
- (sss) "**Society Council**" means the Society's director, known as the Society's mayor and council, as elected pursuant to the Society's Bylaw No. 2016-002.
- (ttt) "**Society Party**" has the meaning given to it in section 2.13.
- (uuu) "**Steward**" has the meaning given to it in section 2.2.
- (vvv) "**Sub-Subleases**" means any or all of the sub-subleases between the Society and the Sub-Sublessees, substantially in the form attached as Schedule I or such other form as may be approved by the Society from time to time.
- (www) "**Sub-Sublessees**" means the sub-sublessees party to the Sub-Subleases, and up to and including the date upon which such sub-sublessees execute the Sub-Subleases, means the sublessees under each and all of the Original Subleases.
- (xxx) "**Tax**" means taxes assessed and collected by the Society from Sub-Sublessees in accordance with Applicable Law.

- (yyy) **"Tax Administration Agreement"** means the Tax Administration Agreement between Tsuut'ina Nation and the Society substantially in the form attached as Schedule E.
- (zzz) **"Tax Laws"** mean the Property Assessment Law, the Property Taxation Law, the and any other Tsuut'ina Nation Laws passed by Tsuut'ina Nation pursuant to the *FNFMA*, any Rates Law, Expenditure Law any other laws or bylaws passed by Tsuut'ina Nation pursuant to section 5 of the *FNFMA*.
- (aaaa) **"Term"** has the meaning given to it in section 14.1.
- (bbbb) **"Terms of Reference"** has the meaning given to it in section 3.3.
- (cccc) **"Third-Party Approvals"** means the following agreements, authorizations or written approvals required by any Governmental Authority or either of the Parties in order to give effect to the Designation, Head Lease Extension, Master Sublease, and Sub-Subleases, including:
- (i) Tsuut'ina Nation successfully completing a referendum vote relating to the Designation pursuant to section 39(1)(b) of the *Indian Act*;
 - (ii) Governor in Council acceptance of the Designation pursuant to section 39(c) of the *Indian Act*;
 - (iii) due execution and delivery of the Head Lease Extension; and
 - (iv) the Society successfully completing a referendum vote of the Master Sublease, and the form of Sub-Sublease pursuant to section 2(g)(ii) of the Society Bylaws.
- (dddd) **"Townsite"** means the Townsite of Redwood Meadows.
- (eeee) **"Townsite Law"** has the meaning given to it in section 4.1.
- (ffff) **"Townsite Law Acceptance Notice"** has the meaning given to it in section 4.2(b).
- (gggg) **"Townsite Law Rejection Notice"** has the meaning given to it in section 4.2(b).
- (hhhh) **"Townsite Lands"** means the portion of the Originally Designated Lands upon which the Townsite and the Improvements are located, as shown in heavy red dotted outline in Schedule A.
- (iiii) **"Tsuut'ina Nation Bylaws"** means bylaws passed by Tsuut'ina Nation pursuant to sections 81 and 83 of the *Indian Act*.
- (jjjj) **"Tsuut'ina Nation Chief and Council"** means the duly elected Chief and Council of Tsuut'ina Nation as elected in accordance with Tsuut'ina Nation Chief and Council Electoral Code, 2016.
- (kkkk) **"Tsuut'ina Nation Inherent Authority"** means the Tsuut'ina Nation's authority and jurisdiction over its citizens and lands derived pursuant to Tsuut'ina Nation's

inherent rights, rights asserted or derived pursuant to Tsuut'ina Nation's inherent rights, and rights protected by section 35 of the *Constitution*.

(III) **"Tsuut'ina Nation Laws"** means all laws enacted by Tsuut'ina Nation pursuant to Tsuut'ina Nation's inherent right to self-government, the *Constitution*, the *Indian Act*, the *FNFA*, the *First Nations Land Management Act*, S.C. 1999, c. 24, or any other enactment of the Government of Canada or the Government of Alberta, including Inherent Authority Laws, Tax Laws, and Tsuut'ina Nation Bylaws.

(mmmm) **"Water Treatment Plant"** means the water treatment plant and associated structures, fixtures, and appurtenances, located at the westernmost end of the Redwood Meadows Close roundabout, as defined in Schedule B.

1.2 Defined Terms

Defined terms are capitalized for the ease of reference. Capitalized terms used in the recitals hereto have the definitions provided in section 1.1.

1.3 Interest

An **"interest in land"** or **"property"** means land or improvements, or both, in the Reserve and, without limitation, includes any interest in land or improvements, any occupation, possession or use of land or improvements, and any right to occupy, possess or use land or improvements.

1.4 Parts to this Agreement

The parts of this Agreement are Articles and sections. Unless stated otherwise, any reference in this Agreement to an Article or section means the appropriate part of this Agreement.

1.5 Headings

All headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of this Agreement or any of its provisions.

1.6 Extended Meanings

A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. A word expressed in the masculine gender may be read as feminine gender or neutral gender depending on the context.

1.7 Including

The words "include", "includes" and "including" are to be read as if they are followed by the phrase "without limitation". The phrases "if this Agreement ends", "if this Agreement ends early", "the ending of this Agreement" and "earlier termination" include an ending by expiration, cancellation, termination, surrender or mutual consent.

1.8 Amendments

Any reference to a statute or law means that statute or law, and any regulations made under it, all as amended, replaced, enacted or re-enacted from time to time. Any reference to an agreement includes any amendments or assignments to such agreement.

1.9 Parties

The word Parties and Party shall refer to Tsuut'ina Nation and the Society, or either of them. For greater certainty, Sarcee is a party to this Agreement for limited purposes, and the rights and obligations of Sarcee are set out in section 2.4, 2.9, 2.11, 2.12, 2.13, 6.1, 6.2, 8.1, 9.1, 11.3, 12.4, and 13.1, except that the word Parties and Party shall refer to Tsuut'ina Nation, the Society and Sarcee in Articles 13, 14 and 15.

ARTICLE 2 **STEWARDSHIP RELATIONSHIP**

2.1 Purpose of this Agreement

- (a) the purpose of this Agreement is to provide for the mutual rights and obligations, and reasonably required processes of the Parties with respect to administration and operation of the Townsite in a manner that respects:
 - (i) Tsuut'ina Nation's Inherent Authority, Tsuut'ina Nation Laws and the right of Tsuut'ina Nation and its citizens to manage, and benefit from, the Townsite Lands; and
 - (ii) the financial security, discretion, and authority that the Society requires to carry out its role as Steward set out in this Article 2 in a manner that (A) respects the unique needs and circumstances of the Townsite, Sublessees and Residents; and (B) is Care Free to Tsuut'ina Nation.
- (b) it is the intention of the Parties that this Agreement and the operation and administration of the Townsite will be Care Free to Tsuut'ina Nation and Sarcee during the Term. For the purposes of this Agreement, "**Care Free**" means that, to the extent permitted by law:
 - (i) Tsuut'ina Nation's obligations with respect to the operation and administration of the Townsite will be limited to those expressly set out herein; and
 - (ii) the Society will be solely responsible for its role as Steward, including the financial obligations of carrying out its Stewardship.
- (c) in exchange for Care Free enjoyment of the benefits flowing from the use of the Townsite Lands, unless expressly provided herein to the contrary (including for greater certainty in section 2.8), and otherwise in accordance with the terms of this Agreement, the Society will carry out its role as Steward without the need for prior consultation with, or consent of, Tsuut'ina Nation.

2.2 Appointment of Townsite as Steward

Tsuut'ina Nation hereby appoints the Society, and the Society will act, as Steward of the Townsite Lands. For the purposes of this Agreement, "**Steward**" means a Person appointed by Tsuut'ina Nation to manage the Townsite Lands, property, and resources in a manner that respects and preserves:

- (a) Tsuut'ina Nation's profound spiritual and cultural relationship with the earth and its resources and their role in caring for such;

- (b) Tsuut'ina Nation's unique culture, identity, traditions and language; and
- (c) other internal matters integral to the collective health and wellbeing of the Tsuut'ina Nation community;

and "**Stewardship**" will have a corresponding meaning.

2.3 Management of the Lands

For the purposes of this Agreement, the Society's role of Steward will include its management of the operation and administration of (1) the Townsite, the Townsite Lands, and the Improvements, and (2) the conduct of Persons resident in or entering the Townsite Lands, engaging with the Society with respect to its role as Steward hereunder, and accessing or making use of the Improvements, including managing:

- (a) day-to-day operation of the Townsite;
- (b) construction, repair, replacement and maintenance of Improvements;
- (c) provision of utilities and civic services to the Residents and related infrastructure, including:
 - (i) potable water;
 - (ii) electricity;
 - (iii) street clearing;
 - (iv) wastewater treatment;
 - (v) sewage and domestic waste collection;
 - (vi) internet and cable accessibility; and
 - (vii) communication towers for internet, telephone, cable or other digital or analog services;
- (d) prevention of nuisance and the conduct of Persons on the Townsite Lands;
- (e) fencing, landscaping, lawn and yard care, and other elements of Resident property use which may be of concern to the Townsite community;
- (f) control of traffic;
- (g) use of seasonal lighting and decorations by any Person;
- (h) prevention of trespass by non-Residents and animals;
- (i) establishment of animal control facilities, the appointment of animal control service providers, the regulation of their duties and the provision for fees and charges for their services, including the preservation, protection and management of fur-bearing animals, fish and other game;
- (j) pets and pet control;

- (k) construction, repair, maintenance, demolition and use of Improvements whether located on individual lots in which the Sublessees have a leasehold interest or on common areas of the Townsite Lands;
- (l) community based not for profit public games, sports, races, athletic contests, amusements and any other activities classified as amateur sporting events;
- (m) regulation of conduct and activities of home-based businesses or other Persons who enter the Townsite to buy, sell or otherwise deal in services, wares or merchandise;
- (n) residence of the Sub-Sublessees or other Persons lawfully present on the Townsite Lands;
- (o) eradication, control or mitigation of weeds, diseases in trees, shrubs or other plants;
- (p) prohibition and regulation of signage, billboards, posters and other advertising;
- (q) management of emergencies (including fire, flood and other natural hazards);
- (r) transportation of dangerous goods;
- (s) the assessment and collection of Taxes in accordance with the Tax Administration Agreement and the *FNFMA*, including enactment of the Rates Law and Expenditure Law, and creation, maintenance and management of the Reserve Fund for the purposes of obtaining and maintaining adequate funds to cover the costs and expenditures associated with its management rights and obligations under this section 2.3, including the collection and remittance of taxes imposed on non-Tsuut'ina Nation citizen Residents by Governmental Authorities, or that are reasonably necessary to pay to such authorities to obtain reasonably required civic services including education taxes;
- (t) overseeing transfer and assignment of Sub-Subleases;
- (u) creation and enforcement the Rules, which may relate to any of the matters within the scope of the Society's role as Steward hereunder, including the assessment and collection of monetary penalties for contravention of any of the Rules;
- (v) timely communication with Tsuut'ina Nation through its Representatives regarding opportunities for full-time, part-time and/or seasonal employment or other form of engagement with qualified Tsuut'ina Nation citizens, or businesses owned, operated or controlled thereby or by Tsuut'ina Nation; and
- (w) such other matters as are reasonably necessary to carry on the Society's role as Steward of the Townsite Lands.

2.4 Participatory Obligations

The Parties and Sarcee will, and in the case of the Parties will cause their Representatives to, use commercially reasonable efforts to do any and all such things reasonably required to give

effect to the obligations of the Parties and Sarcee under this Agreement during the Term, including:

- (a) timely communication;
- (b) information sharing;
- (c) obtaining shareholder, citizen or member approvals;
- (d) obtaining corporate authorizations;
- (e) preparing and executing corollary documents, instruments and agreements, subject to the terms of such corollary documents, instruments and agreements being reasonably satisfactory to the parties thereto; and
- (f) negotiation in good faith as required.

The Parties and Sarcee will, and in the case of the Parties will cause their respective Representatives to, use best efforts in applying for, or supporting and cooperating with the other Party or Sarcee in applying for, any and all funding programs, grants, tax credits or similar such financial supports offered by any Governmental Authority which may be applicable to and provide actual benefit to the operation and administration of the Townsite and for which either, some or all of the Parties or Sarcee may qualify.

2.5 Notice of Change in Tsuut'ina Nation Laws

Tsuut'ina Nation will provide no less than 90 days' prior written notice to the Society of any proposed enactment of, repeal of, or amendments to, any Tsuut'ina Nation Laws, Bylaws, or any other Tsuut'ina Nation policies, directives, guidelines, or similar such instruments, which in each case may materially impact the operation and administration of the Townsite, the Society's rights and obligations under this Agreement or the Lease Agreements, or the rights and obligations of Residents. Such notice will set out in reasonable detail the proposed enactment, repeal or amendment, and associated timelines. For the purpose of this section 2.7, "**materially impact**" means any action which does, will or may reasonably be expected to result in: (i) a financial loss to the Society Party, any Sub-Sublessee or Resident, (ii) criminal or administrative disciplinary action against; (iii) jeopardizing the asserted, enumerated or delegated authority of; the Society; or (iv) the Society's inability, or increased difficulty, in fulfilling its obligations under this Agreement and otherwise effectively administering the Townsite's operation, including governance, assessment and collection of revenues, or enforcement of revenues and compliance with the Rules.

2.6 Consideration of the Society's Comments

Tsuut'ina Nation will consider in good faith comments provided by the Liaison Committee in relation to the exercise of Tsuut'ina Nation's authority and jurisdiction over the Townsite and the Townsite Lands, including without limitation, any comments related to any Laws, Bylaws, or any other Tsuut'ina Nation policies, directives, guidelines, or similar such instruments.

2.7 Retraction of Authority

To the extent that Tsuut'ina Nation may rescind, revoke, amend, or otherwise alter the rights and obligations of the Society set out in this Agreement pursuant to any enactment, the Lease Agreements, the Designation, or any other corollary agreements or legal instruments, subject

to the consent of the Society, Tsuut'ina Nation will not exercise such authority unless and until the Society has materially defaulted on an obligation under, or exercised in bad faith a right or obligation under, any such agreements and legal instruments. For the purpose of this section 2.7, "**material default**" means a breach of this Agreement that (a) satisfies the conditions set out in section 13.1, or (b) does, or will, result in: (i) a financial loss to, (ii) criminal or administrative disciplinary action against, or (iii) jeopardizes the asserted, enumerated or delegated authority of; a Party.

2.8 Consultation Required

Without limiting the generality of any term hereof implying or expressly stipulating consultation between the Society and Tsuut'ina Nation, the Society will consult Tsuut'ina Nation respecting the following matters:

- (a) color selections for buildings located on common areas of the Townsite Lands;
- (b) the development of any new major capital projects such as community centers, police stations, parks, commercial developments, water treatment plants, works that would constitute Infrastructure once constructed, or other similar such projects, but excluding minor capital projects such as construction of sheds or other small storage facilities, landscaping, minor additions or renovations to existing structures, changes to existing structures that do not significantly change the footprint of the affected Infrastructure, and other similar such minor capital projects that maintain the aesthetic and architectural integrity of the Townsite, its homes and structure; and
- (c) significant capital expenditures relating to repair, replacement or improvement to any Infrastructure, but excluding routine maintenance, re-finishing exterior surfaces, replacement or repair of mechanical or electronic components required for operation thereof, aesthetic upgrades, and other minor or routine repair, replacement or improvement.

Consultation, as contemplated herein, shall be conducted prior to any event or circumstance requiring consultation, be prefaced with proper notice, be held in person and must meaningfully consider the interests of the Parties.

2.9 Termination of Original Administration Agreement

Pursuant to section IX.A.1. of the Original Administration Agreement, Sarcee and the Townsite hereby terminate the Original Administration Agreement.

2.10 Consent or Approval under Head Lease

To the extent that Tsuut'ina Nation has the ability to consent to or approve any act or omission of the Society pursuant to the Head Lease, Tsuut'ina Nation will exercise such right reasonably and otherwise in accordance with this Article 2.

2.11 Joint Claims

- (a) If:
 - (i) any Governmental Authority makes a determination;
 - (ii) any Person brings a claim; or

- (iii) the Society brings a claim against a Person;

and in each case during the course of pursuing such claim it is alleged, that any provision of this Agreement, the Tax Administration Agreement, the Master Sublease or the Sub-Subleases is invalid or unenforceable:

- (iv) the Parties and Sarcee will use best efforts to amend this Agreement to remedy or replace the impugned provision(s);
- (v) by agreement of the Parties and Sarcee, such provision(s) will be severable from the applicable document to the extent of the invalidity or unenforceability, and the remainder of the applicable document will be construed, to the extent possible, to give effect to the intent of the Parties; and
- (vi) if, in the opinion of the Liaison Committee (by consensus), such a challenge, defense or pursuit is in the best interests of the Parties, the Parties and Sarcee will jointly challenge, defend or pursue such determination or claim.

- (b) No Party or Sarcee will challenge the validity of any provision of this Agreement, the Tax Administration Agreement, the Master Sublease or the Sub-Subleases.

2.12 Claim Notification

The Society agrees to immediately notify Tsuut'ina Nation of litigation of any kind wherein the Society is a named plaintiff or a defendant, or claims in which the Society has entered into negotiations for settlement. Tsuut'ina Nation and Sarcee agree to notify the Society of litigation of any kind of which either is involved which has a direct bearing on the administration, operation of the Townsite or the interests of any Society Party.

2.13 Limitation of Liability

- (a) Maximum Liability. Notwithstanding any other term herein, including sections 2.1 and 2.2, the Society's, and the past or present directors', employees', agents', contractors' and members' of the Society (together with the Society, the "**Society Parties**"), maximum liability arising in relation to the Society's role as Steward will be limited to such funds available from the following sources at the time any such liability arises:
 - (i) any insurance proceeds obtained by the Society in direct relation to such liability;
 - (ii) any grant funding obtained by the Parties or Sarcee pursuant to section 2.4 in direct relation to such liability;
 - (iii) funds held in any Reserve Fund, excluding any reserve or contingency fund related to lease renewal or other matters of a specific nature, or not of a general nature or related to Infrastructure or Common Areas and Facilities maintenance, repair, replacement or operation; and
 - (iv) funds available to the Society through: (A) exercise of the Society's taxation authority pursuant to the Tax Administration Agreement; or (B)

by collection of additional rent from Sub-Sublessees pursuant to the Sub-Subleases; provided that such maximum liability in respect of funds available pursuant to sections 2.13(iv)(A) and (B) is equal to or less than a sum that is 5% higher than the aggregate funds collected pursuant to such law or agreement set out in such sections in the calendar year immediately preceding the year in which any liability to which this section 2.13 is applied arises.

- (b) No Consequential or Indirect Damages. Notwithstanding any rule of law or equity to the contrary, in no event shall any Society Party be liable under this agreement to Tsuut'ina Nation, Sarcee or any third party for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, including any damages for business interruption, loss of use, loss of data, loss of revenue or profit, cost of capital, loss of business opportunity, or loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise, regardless of whether such damages were foreseeable and whether or not any Society Party was advised of the possibility of such damages.

2.14 Annual Budget

- (a) Budget Submission. The Society will deliver a draft Annual Budget for the Society to the Nation no later than February 1 in each fiscal year of the Term.
- (b) Budget Review and Comment. The Nation will review and provide comments on such draft Annual Budget no less than thirty (30) days following receipt thereof.
- (c) Consideration of Comments. The Society will review and consider in good faith comments provided by the Nation respecting any such Annual Budget in accordance with section 2.14(b).
- (d) Annual Expenditure Laws and Rates Laws. The Nation will ensure that the portions of its annual Expenditure Laws and Rates Laws relating to the Townsite Lands are enacted in accordance with the applicable Annual Budget so as to ensure that the total tax revenue to be assessed and collected during the applicable fiscal year is equal to the Required Tax Revenue Amount.

2.15 Society Fee

- (a) Society Fee. If the Nation enacts its annual Expenditure Law with the Required Tax Revenue Amount shown as an amount payable to the Society as a third-party providing services under this Agreement, the Nation will pay to the Society the Required Tax Revenue Amount for the applicable fiscal year to the Society as a service fee for acting as Steward hereunder. If the Nation enacts its annual Expenditure Law to incorporate the expenses of the Society within Part 2 - Expenditures of any such Expenditures Law, the Nation will not pay any service fee to the Society hereunder.

ARTICLE 3

IMPLEMENTATION AND AMENDMENT

3.1 Liaison Committee

The Parties hereby establish a liaison committee ("**Liaison Committee**") for the purposes of carrying out the terms of this Agreement. The Liaison Committee will consist of a total of 4 individuals ("**Representatives**"), such Representatives being:

- (a) two (2) Representatives nominated by Tsuut'ina Nation Chief and Council or their designate; and
- (b) two (2) Representatives nominated by the Society, with at least one being a currently serving member of the Society Council.

3.2 Mandate

The mandate of the Liaison Committee is to assist the Parties to carry out the terms of this Agreement in accordance with the purpose of this Agreement set out in section 2.1, including by considering, advising, making recommendations to the Parties in relation to performance of the Parties' rights and obligations herein, non-binding interpretation of this Agreement, and resolution of disputes, conflicts or other issues that arise hereunder, in addition to any other specific rights or obligations of the Liaison Committee set out herein or in the Terms of Reference. Notwithstanding the forgoing, the Liaison Committee has no authority to enter into agreements or otherwise act on behalf of the Parties, and no agency relationship is created by virtue of the Liaison Committee's authority to direct the Parties to take certain action under this Agreement. Where the Liaison Committee has reached a consensus on any matter the Liaison Committee may advise on, the Parties will consider such consensus when exercising their respective rights and obligations hereunder. For greater certainty, the Parties will cause their respective Representatives to take such action or do such things as the Liaison Committee is obligated or has the right to do hereunder. The grant of a specific right or obligation to the Liaison Committee hereunder does not relieve any Party from their obligations hereunder, nor limit the generality of the rights and obligations of the Liaison Committee as set out herein.

3.3 Terms of Reference

The Liaison Committee will operate in accordance with the terms of reference attached as Schedule C ("**Terms of Reference** "), as amended from time to time. The Terms of Reference must at minimum set out the:

- (a) rights and responsibilities of each Representative;
- (a) obligation for the Liaison Committee to;
 - (i) conduct regular meetings;
 - (ii) set annual and quarterly agendas;
 - (iii) length, quorum, and voting procedures for meetings of the Liaison Committee;
 - (iv) meeting minute recording and publication requirements; and

- (v) pre-meeting obligations.

3.4 Periodic Reviews

To ensure consistency and relevance of this relationship between the Parties over the Term, the Liaison Committee will conduct periodic five-year reviews of this Agreement, the Terms of Reference and non-fundamental terms of the Master Sublease, and propose amendments thereto to the Parties to ensure the original intent and purpose of the relationship of the Parties continues to meet the needs of the Parties moving forward. Tsuut'ina Nation and the Society will use commercially reasonable efforts to consider and implement amendments to this Agreement and the Terms of Reference on the following procedure:

- (a) No less than 15 days following each consecutive fifth anniversary of the Commencement Date, the Liaison Committee will meet and conduct a page turn of this Agreement and the Terms of Reference ("**Review Meeting**"). Within five days of the date of the Review Meeting, the Liaison Committee will prepare a written summary of its proposed amendments to this Agreement and the Terms of Reference ("**Proposed Amendments**"). The Liaison Committee will submit the Proposed Amendments to Tsuut'ina Nation and the Society for consideration as soon as practicable following preparation thereof.
- (b) Within 15 days of receipt of the Proposed Amendments, Tsuut'ina Nation and the Society will review the Proposed Amendments, and deliver a written notice to the Liaison Committee, and the other of such Parties, such notice setting out either that each respective Party (i) accepts the Proposed Amendments ("**Amendment Acceptance Notice**"), or (ii) does not accept the Proposed Amendments, and providing detailed reasons for any such non-acceptance ("**Amendment Rejection Notice**").
- (c) If both Tsuut'ina Nation and the Society deliver Amendment Acceptance Notices, such Parties will use commercially reasonable efforts to implement the Proposed Amendments within a reasonable time following receipt of such Amendment Acceptance Notice.
- (d) If either of Tsuut'ina Nation or the Society deliver an Amendment Rejection Notice, the Parties will no less than ten days after receipt of such Amendment Rejection Notice meet to discuss the issues addressed therein. Tsuut'ina Nation and the Society will make commercially reasonable efforts to resolve any such issues, failing which such Parties may proceed with resolution of such issues in the manner set out in Article 10.

3.5 Fundamental Change to Applicable Laws

If any of the laws, regulations, policies, practices, or procedures which relate to Tsuut'ina Nation Authority, the Designation, the Tax Administration Agreement, the Townsite Bylaw, or any other fundamental aspect of the arrangement hereunder or the source of legal authority upon which any of the rights or obligations hereunder or thereunder are based, change in a way that materially impacts the validity or enforceability of this Agreement, or any term or condition herein ("**Fundamental Change**"), including such Fundamental Changes arising out of or relating to developments in the common law, repeal or amendment of applicable statute or regulation, a change in policy, procedure, directive, notice, or other such administrative instrument of a Governmental Authority, whether written or customary, or any other legal

change ("**Legal Change**"), the Parties will use their best efforts to make such consequential amendments to this Agreement as are required to implement the same or substantially similar legal rights and obligations respecting operation and administration of the Townsite. For greater certainty, a Fundamental Change includes any Legal Change which materially impacts the flow of legal authority set out in Schedule D. The Parties will proceed with making such consequential amendments in a similar manner to periodic review and amendments, if any, pursuant to section 3.4, save and except that the Parties will pursue implementation of any such consequential amendments on the efforts basis set out in this section 3.5.

ARTICLE 4

TOWNSITE LAWS

4.1 Townsite Laws

The Parties will use commercially reasonable efforts to agree on the form of a proposed Tsuut'ina Nation Law which will include the following terms ("**Townsite Law**"):

- (a) Adopting the Society's Bylaws as Tsuut'ina Nation Law within the Townsite to the extent that such existing bylaws are satisfactory to Tsuut'ina Nation in its sole discretion.
- (b) Affirmation that the Society has been delegated the rights and obligations set out under section 2.3.
- (c) The prevention of disorderly conduct and nuisance on the Townsite Lands.
- (d) The observance of law and order on the Townsite Lands.
- (e) Certain matters respecting the conduct of Persons on the Townsite Lands which relate to the health and safety of Residents and other Persons on the Townsite Lands.
- (f) To the extent of any conflict between any Townsite Law applicable solely to the Townsite Lands and any Tsuut'ina Nation Law of general application, the Townsite Law will prevail.
- (g) The right of the Society to impose reasonable fines or penalties in respect of non-observance of the Rules.

4.2 Tsuut'ina Nation Law Making Procedure

The Parties will use commercially reasonable efforts (and best efforts for any Townsite Law related to health, safety or life of Residents) to enact and amend the Townsite Law during the Term according to the following procedure:

- (a) The Society will submit a draft Townsite Law to the Liaison Committee for review ("**Draft Townsite Law**"). Upon at least majority approval of any Draft Townsite Law, the Liaison Committee will deliver such Draft Townsite Law to Tsuut'ina Nation for review.
- (b) Within 30 days of receipt by Tsuut'ina Nation of a Draft Townsite Law (and as soon as practicably for Draft Townsite Laws which are directly related to the health, safety or life of Residents), Tsuut'ina Nation will deliver a written notice

to the Society, such notice setting out either that Tsuut'ina Nation (i) accepts a Draft Townsite Law as drafted ("**Townsite Law Acceptance Notice**"), or (ii) does not accept a Draft Townsite Law as drafted, and providing detailed reasons for any such non-acceptance ("**Townsite Law Rejection Notice**").

- (c) If Tsuut'ina Nation provides a Townsite Law Acceptance Notice, it will make commercially reasonable efforts to pass the Draft Townsite Law to which it pertains within 60 days of the date upon which it delivered its Townsite Law Acceptance Notice (and as soon as practicably for Draft Townsite Laws which are directly related to the health, safety or life of Residents).
- (d) If Tsuut'ina Nation provides a Townsite Law Rejection Notice, the Society may revise the Draft Townsite Law with reference to the reasons given by Tsuut'ina Nation in such Townsite Law Rejection Notice, and re-submit the Draft Townsite Law in accordance with section 4.2(a).

ARTICLE 5

TAX ADMINISTRATION AGREEMENT

5.1 Tax Administration Agreement

The Parties agree and acknowledge that clear legal authority for the Society's taxation collection and administration procedures is in the best interests of the Parties. Tsuut'ina Nation considers it in the best interests of Tsuut'ina Nation to allow the Society to administer certain provisions of the Property Assessment Law and Taxation Law. The Parties intend that the Tax Administration Agreement will provide the Society with the authority reasonably required to carry out its fiscal obligations as Steward of the Townsite Lands, including:

- (a) assessment of the value of interests in the Townsite Lands;
- (b) requisition of any information reasonably necessary to conduct assessments;
- (c) inspection of, for assessment purposes, any interests in land that are subject to taxation for local purposes;
- (d) request information from Sub-Sublessees required to conduct assessments;
- (e) preparation of draft of Rates Laws and Expenditure Laws, or schedules thereto;
- (f) creation and administration of budgets related to Taxation and expenditures, Reserve Fund contributions, and expenditures of Tax revenues and from the Reserve Fund;
- (g) collection of Taxes;
- (h) enforcement of payment of Taxes through the filing of liens, seizure and sale of interests, and other Tax enforcement mechanisms; and
- (i) establishment and administration, including deposits, withdrawals and expenditures from, the Reserve Fund;

any other authority or right reasonably required to carry out taxation within the Townsite in a manner that respects the need of the Society for financial security in fulfilling its obligations and addressing its liabilities as Steward hereunder.

ARTICLE 6 **RECORDS**

6.1 Record Keeping

The Parties and Sarcee will retain all information, reports, summaries, agreements, documents, certificates, filings, notes and other records pertaining to the operation and administration of the Townsite, exercise of rights and obligations under the Master Sublease and Sub-Subleases, and relating to this Agreement ("**Records**"), for a minimum of 20 years from the date of creation, communication, delivery, issuance, or other such genesis event, as applicable, of any such Record. For greater certainty, the Parties and Sarcee do not represent or warrant that such Parties or Sarcee have kept Records from the date of this Agreement for a period of 20 years prior thereto, nor will the Parties or Sarcee be deemed to have breached this section 6.1 by virtue of not having kept Records from the date of this Agreement for a period of 20 years prior thereto. The Parties and Sarcee may fulfill their obligations under this section 6.1 by keeping digital copies of Records.

6.2 Access to Records

The Parties and Sarcee will use commercially reasonable efforts to release and deliver any of such Party's or Sarcee's relevant Records to any requesting party or its designate within a reasonable amount of time following written request, subject to section 15.4 and all applicable confidentiality, privilege, privacy and other applicable laws which specifically include any privacy laws of the Nation.

6.3 Document and Information Disclosure to Tsuut'ina Nation

Townsite will provide copies of the Townsite's audited annual financial statements as soon as practicable after receipt thereof for each year of the Term.

ARTICLE 7 **ENVIRONMENT**

7.1 Compliance with Environment Laws

The Society will operate and administer the Townsite in compliance with applicable Environmental Laws during the Term.

7.2 Environmental Review

Prior to an Environmental Review or Assessment on the Townsite Lands, the Parties agree to notify the other and agree to meet to review said review or assessment. If the Society has conducted an Environmental Review with respect to a project that the Society intends to carry out within the Townsite Lands, the Society will implement each mitigation measure identified in any such Environmental Review, and the Society will provide written evidence of such implementation to Tsuut'ina within the timelines specified in the Environmental Review. If Tsuut'ina elects to institute Environmental Review standards for projects falling below the thresholds set out in the *CEAA* or the *EAA* (Alberta), Tsuut'ina will not require the construction, repair, maintenance, or replacement of homes, sheds, pools, decks or other similar such

residential improvements to undergo an Environmental Review prior to any such construction, repair, maintenance or replacement. The Liaison Committee will oversee the completion of Environmental Reviews respecting the Townsite Lands.

7.3 Environmental Reports

The Parties, at their shared expense, will prepare any environmental reports as required to be prepared by any party to the Lease Agreements pursuant to any Federal or Provincial law or Tsut'ina Law. The Liaison Committee will oversee the preparation and delivery of any such environmental reports.

ARTICLE 8 **ASSIGNMENT AND CHANGE OF CONTROL**

8.1 Assignment

No Party nor Sarcee may assign, mortgage, lease, license, or transfer any of its rights in this Agreement unless permitted under Article 14 or:

- (a) the party proposing to assign, mortgage, lease, license or transfer ("**Assigning Party**") obtains prior written consent of the other Parties;
- (b) the Assigning Party is not in material default under this Agreement at the time of proposal;
- (c) the proposed successor to the Assigning Party agrees to be bound by the terms and conditions of this Agreement in writing; and
- (d) if the Assigning Party is a party to any of the Lease Agreements, the proposed successor agrees to be bound by the terms of any such Lease Agreement;

the proposed successor agrees in writing to assume or guarantee the debts of such Assigning Party remaining at the time of assignment.

8.2 Change of Control Constitutes Assignment

Any change in control, as defined in the *Business Corporations Act*, or any merger, amalgamation, arrangement, reorganization, or similar such transaction which results in a direct or indirect transfer of greater than 50% of the voting capital or the right to appoint a majority of the board of directors of Sarcee. Any creation of a branch society or amalgamation of the Society pursuant to the *Societies Act* will constitute an assignment and is subject to consent pursuant to section 8.1.

ARTICLE 9 **INSURANCE**

9.1 Insurance

- (a) Townsite's Insurance. Townsite will take out and keep in force during the Term:
 - (i) commercial general liability (including, without limitation, bodily injury, death and property damage) insurance on an occurrence basis with respect to the role of the Townsite as Steward, as sublessee under the

Master Sublease, and as sub-sublandlord under each of the Subleases, of not less than \$10,000,000 per occurrence;

- (ii) all risk insurance over the buildings set forth in Schedule E (including sprinkler leakage damage, earthquake damage, and theft and burglary and damage resulting therefrom), in an amount or amounts equal to the full replacement value of the insured property;
- (iii) equipment breakdown insurance over the equipment set forth in Schedule F protecting against explosion of pressure vessels, mechanical or electrical breakdown of machinery and equipment, air conditioning or refrigeration equipment and miscellaneous apparatus;
- (iv) automotive liability insurance covering all owned or leased vehicles with a minimum of \$5,000,000 per accident for bodily injury or property damage;
- (v) tenant's legal liability insurance in an amount not less than the actual cash value of the common buildings located on the Townsite Lands;
- (vi) from the date that construction is started on the Lands, including the stockpiling of construction materials on the Lands in anticipation of construction, to substantial completion, and any other time an Improvement is being constructed, the Lessee will obtain and maintain (or cause to be obtained and maintained) the following insurance:
 - (A) errors and omissions insurance, with minimum limits of \$1,000,000 per claim and annual aggregate, from architects or engineers with respect to design drawings for Improvements to be constructed.
 - (B) "wrap up" commercial general liability insurance against claims for bodily injury (including death), personal injury, or property damage arising in connection with the use and occupation of the Lands for construction. The policy must be written on a commercial general liability with liability limits of at least \$5,000,000 per occurrence (or any other higher amount that the Lessor reasonably requires before construction begins) and with the Lessor as an additional insured.
 - (C) construction insurance to cover "all risks" of physical damage to, or loss of, the Improvements (including goods and materials to be incorporated in the Improvements while in storage at the site or in transit to it) in an amount at least equal to its full replacement value plus no less than 25% of budgeted "soft costs" and with the Lessor as an additional insured. The construction insurance will allow for full or partial occupancy of the Improvements prior to completion of construction. The construction insurance will also provide coverage for testing and commissioning of equipment installed as part of the Improvements.

- (vii) any other insurance that would be prudent for the Society to carry given its role as Steward; and
- (viii) any insurance the Society is obligated to carry pursuant to the Master Sublease.
- (b) Evidence of Society's Insurance. The Society will provide Tsuut'ina with evidence of such insurance policies that the Society is required to obtain pursuant to section 9.1(a) upon request.
- (c) Sarcee Insurance. Sarcee will at all times comply with Article X of the Head Lease.
- (d) Required Terms. Each insurance policy that the Society is required to carry must contain:
 - (i) an agreement by the insurer that it will not cancel the policy without first giving Tsuut'ina and Sarcee notice;
 - (ii) a clause to the effect that any release from liability entered into prior to any loss will not affect the right of the insureds to recover;
 - (iii) a waiver of subrogation by the insurers against Tsuut'ina and Sarcee;
 - (iv) a provision that the policies will not be invalidated by any act, omission or negligence of any Person that is not within the knowledge or control of the insured; and
 - (v) if any insurance policy contains a co-insurance provision, then the Society will maintain or cause to be maintained, sufficient insurance to prevent the Society and the other insureds from being co-insurers and to permit full recovery from the insurer.
- (e) Acts Effecting Coverage. None of the Parties or Sarcee will do anything, or permit or suffer anything to be done, that might cause any insurance policy of another Party or of Sarcee to be invalidated or cancelled.
- (f) Notice of Cancellation. The Parties and Sarcee will immediately notify the other Party and Sarcee, if applicable, if any policy held by such Party is:
 - (i) cancelled or threatened to be cancelled and promptly deliver evidence of a certificate of renewal or other evidence satisfactory to the Lessor that the insurance has been renewed or replaced at least 15 days before the expiry or cancellation of any insurance policy in force; or
 - (ii) suspended and promptly provide evidence to the Lessor that the policy has been reinstated or replaced.

ARTICLE 10

DISPUTE RESOLUTION

10.1 Dispute Resolution

If a dispute, controversy, disagreement, or claim arises between Parties regarding this Agreement ("**Dispute**"), the Parties will resolve any such Dispute in the following manner:

- (a) if the Liaison Committee is unable to resolve any issue, argument, dispute, or other conflict relating to any part of this Agreement or interpretation hereof, or any act or omission of any Party hereto, any Party may, and a Party alleging a Dispute must, send a written notice to the other Parties setting out the details of the Dispute ("**Dispute Notice**").
- (b) if the Parties are unable to resolve a Dispute by negotiation, the Parties will refer the Dispute to a committee consisting of ("**Dispute Resolution Committee**"):
 - (i) one Tsuut'ina elder appointed by Tsuut'ina Chief and Council;
 - (ii) one Tsuut'ina Chief and Council representative or their designate;
 - (iii) one Society Council member or their designate appointed by the Society; and
 - (iv) one long-term holder of an Original Sublease interest or a long-term Sublessee, or such other Person appointed by the Society.
- (c) The Parties will appoint their respective member(s) of the Dispute Resolution Committee as soon as practicable after the date of receipt of a Dispute Notice. The Dispute Resolution Committee will review and provide a decision relating to any such Dispute within 30 days of the date that all members of the Dispute Resolution Committee have been appointed. The decision of the Dispute Resolution Committee is non-binding on the Parties, and the Parties may agree to forgo the Dispute Resolution Committee by mutual agreement. The Dispute Resolution Committee may engage such experts or advisors as are reasonably required to fully understand and diligently resolve the subject Dispute, and the costs of any such experts or advisors will be shared equally by the Parties. The parties agree to resolve disputes as cost effectively as possible.
- (d) if the Parties do not agree with the proposed decision of the Dispute Resolution Committee, the Parties agree to forgo the Dispute Resolution Committee, or any Dispute otherwise remains unresolved, the Parties will refer the Dispute to an arbitrator jointly selected and appointed by the Parties, failing agreement between the Parties on the joint appointment thereof, each of the Parties will appoint an arbitrator and such appointed arbitrators will jointly select and appoint a third arbitrator, which arbitrator will be the arbitrator for the purposes of any arbitration process engaged pursuant to this section 10.1(d). The decision of an arbitrator appointed in accordance with this section 10.1(d) will be final and binding on the Parties. Any Dispute that proceeds to arbitration hereunder will proceed pursuant to the Simplified Arbitration Procedure set forth in section 6.2 of the Alternative Dispute Resolution Institute of Canada Arbitration Rules,

2016. Any appointed arbitrator must be a current member of the ADR Institute of Alberta.

10.2 Dispute Expenses

The Parties will bear their own legal costs and expenses (including legal fees charged by a Parties' counsel in relation to a dispute), and will share equally the fees and administrative expenses of an arbitrator appointed in accordance with section 10.1(d), associated with or resulting from any Dispute.

10.3 Location of Dispute Resolution

The Parties will exercise their rights and obligations under section 10.1 at a location mutually agreed by the Parties but in any event, on Tsuut'ina Nation Lands

ARTICLE 11

REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of the Society

The Society represents and warrants to the Nation and Sarcee that:

- (a) it is a duly formed, validly existing society under the *Societies Act* in good standing;
- (b) it has the full right, power and authority to enter into this Agreement, and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement will not violate, conflict with, require consent under or result in any breach or default under any of the Society's constating documents (including the Society Bylaws), or the terms of any material agreement to which the Society is a Party;
- (d) this Agreement has been executed and delivered by the Society and constitutes the legal, valid and binding obligation of the Society, enforceable against the Society in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, or similar laws and equitable principles related to or affecting creditor's rights generally or the effect of general principles of equity; and
- (e) it will have the full right, power and authority to carry out its obligations and exercise its rights hereunder.

11.2 Representations and Warranties of Tsuut'ina Nation

Tsuut'ina Nation represents and warrants to the Society and Sarcee that:

- (a) it is a "Band" constituted under the *Indian Act*;
- (b) it has the endorsement of the Tsuut'ina Nation Chief and Council by Band Council Resolution to enter into this Agreement, and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement will not violate, conflict with, require consent under or result in any breach or default under any

applicable laws, Tsuut'ina Laws, Bylaws, or the terms of any material agreement to which Tsuut'ina Nation is a Party;

- (d) this Agreement has been executed and delivered by Tsuut'ina Nation and constitutes the legal, valid and binding obligation of Tsuut'ina Nation, enforceable against Tsuut'ina Nation in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, or similar laws and equitable principles related to or affecting creditor's rights generally or the effect of general principles of equity; and
- (e) it has the full right, power and authority to carry out its obligations and exercise its rights hereunder.

11.3 Representations and Warranties of Sarcee

Sarcee represents and warrants to the Nation and the Society that:

- (a) it is a duly formed, validly existing corporation under the *Business Corporations Act* and is in good standing;
- (b) it has the full right, power and authority to enter into this Agreement, and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement will not violate, conflict with, require consent under or result in any breach or default under any of Sarcee's constating documents, or the terms of any material agreement to which Sarcee is a Party;
- (d) this Agreement has been executed and delivered by Sarcee and constitutes the legal, valid and binding obligation of Sarcee, enforceable against Sarcee in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, or similar laws and equitable principles related to or affecting creditor's rights generally or the effect of general principles of equity; and
- (e) it has the full right, power and authority to carry out its obligations and exercise its rights hereunder.

ARTICLE 12

CLOSING

12.1 Conditions Precedent

- (a) The Society's obligations under this Agreement, except Article 3, Article 5, and this Article 12, are expressly subject to the timely fulfillment of the conditions set forth in this section 12.1(a) on or before the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver by the Society to the other Parties. The conditions are as follows:
 - (i) Tsuut'ina Nation and Sarcee performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Tsuut'ina Nation and Sarcee prior to or at the Closing Date, including the delivery of the documents set out in section 12.4.

- (ii) All of the representations and warranties of Tsuut'ina Nation and Sarcee set forth in this Agreement shall be true, accurate and complete in all material respects as of the Closing Date.
 - (iii) No claim, action, suit, proceeding or investigation by a Governmental Authority will have been commenced against Tsuut'ina Nation or Sarcee which would prevent Tsuut'ina Nation and Sarcee from entering into this Agreement.
- (b) Tsuut'ina Nation's and Sarcee's obligations under this Agreement, except Article 3, Article 5, and this Article 12, are expressly subject to the timely fulfillment of the conditions set forth in this section 12.1(b) on or before the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver by Tsuut'ina Nation to the other Parties. The conditions are as follows:
 - (i) The Society performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Tsuut'ina Nation and Sarcee prior to or at the Closing Date, including delivery of the documents set out in section 12.3.
 - (ii) All of the representations and warranties of the Society set forth in this Agreement shall be true, accurate and complete in all material respects as of the Closing.
 - (i) No claim, action, suit, proceeding or investigation by a Governmental Authority will have been commenced against the Society which would prevent Tsuut'ina Nation and Sarcee from entering into this Agreement.
- (c) The Parties' respective obligations under this Agreement, except Article 3, Article 5, and this Article 12, are expressly subject to the timely fulfillment of the conditions set forth in this section 12.1(c) on or before the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiving Party to the other Parties, and any such waiver is only effective with respect to such waiving Parties ability to rely on the closing conditions below, and for greater certainty, will not constitute a waiver by any other Party of such conditions. The conditions are as follows:
 - (i) Full and due execution of the Head Lease Extension.
 - (ii) Full and due execution and delivery of the Master Sublease by parties thereto in a form reasonable acceptable to the Parties.
 - (iii) Full and due execution and delivery of the Tax Administration Agreement by the Parties in a form acceptable to the Parties.
 - (iv) Issuance of the Ministerial Order.

12.2 Commercially Reasonable Efforts

The Parties will, or will cause their respective Representatives to, use commercially reasonable efforts to satisfy the conditions set forth in section 12.1.

12.3 The Society's Closing Deliverables

On or before the Closing Date, the Society will deliver to Tsuut'ina Nation and Sarcee:

- (a) a directors' resolution approving execution, delivery and performance of this Agreement, the Tax Administration Agreement, the Master Sublease, and such other legal instruments or documents reasonably required to be executed to give full legal effect to the transactions contemplated therein, to be attached as Schedule J.

12.4 Tsuut'ina Nation's and Sarcee's Closing Deliverables

On or before the Closing Date, Tsuut'ina Nation and Sarcee will deliver to the Society:

- (a) a Band Council Resolution approving execution, delivery and performance of this Agreement, the Head Lease Extension, the Tax Administration Agreement, the Master Sublease, the Sub-Subleases and such other legal instruments or documents reasonably required to be executed to give full legal effect to the transactions contemplated therein, to be attached as Schedule J.

12.5 Filing of Lease Agreements

The Parties will use best efforts to ensure filing of the Lease Agreements on, or as soon as practicably following, the day that is 90 days from the Closing Date with the ILRS.

ARTICLE 13 **DEFAULT**

13.1 Events of Default

The occurrence of any one or more of the following events or conditions shall constitute an "**Event of Default**" hereunder:

- (a) any Party is in material breach of any covenant, term, or condition in this Agreement or the Lease Agreements.
- (b) an assignment, mortgage, license, lease or transfer of this Agreement other than in accordance with Article 8.
- (c) any Party:
 - (i) commences or institutes any application, proceeding or other action under any statute, rule or regulation relating to bankruptcy, insolvency, dissolution, winding-up, reorganization, administration, plans of arrangement, relief or protection of debtors, or any property of the Party is seized in execution or attachment by any creditor of any Party;
 - (ii) makes a general assignment for the benefit of its creditors; or
 - (iii) declares a general moratorium on payment of its indebtedness or the interest thereon.

ARTICLE 14
TERM, PROCEDURE ON DEFAULT, AND RENEWAL

14.1 Term

The term of this Agreement will commence on the Effective Date and terminate concurrently with the Master Sublease, unless terminated earlier in accordance with section 14.2 ("**Term**").

14.2 Procedure on Default

Either Tsuut'ina Nation or the Society may terminate this Agreement:

- (a) respecting the Events of Default set out in section 13.1(a), in accordance with sections 14.3 and 14.4, provided that the Party alleging such Event of Default has provided written notice to the breaching Party setting out the nature of the Event of Default ("**Material Default Notice**") and the Party alleged to have committed the Event of Default has not cured such breach, or taken reasonable steps towards curing such breach, within a period of 60 days' following delivery of such Material Default Notice; and
- (b) respecting the Events of Default outlined in section 13.1(b) and 13.1(c), in accordance with sections 14.3 and 14.4, and upon written notice setting out the nature of such default ("**Bankruptcy, Insolvency or Winding-Up Notice**"), upon occurrence of such Event of Default.

14.3 Appointment of New Steward by Tsuut'ina Nation

- (a) If:
 - (i) the Society commits an Event of Default set out in section 13.1, which Event of Default remains uncured in accordance with section 14.2; and
 - (ii) Tsuut'ina Nation duly provides a Material Default Notice in accordance with section 14.2(a) in respect of such Event of Default if applicable;

then, Tsuut'ina Nation may appoint a new Steward to operate and administer the Townsite ("**New Steward**"), provided that:

- (iii) Tsuut'ina Nation has taken reasonable steps to seek and obtain, on reasonable timelines, and considered in good faith, the comments and concerns of Residents prior to any such appointment, in accordance with the legal principles of procedural fairness; and
- (iv) no less than 66 2/3% of the Sub-Sublessees, each Sub-Sublessee having one vote, have approved:
 - A. the appointment of the New Steward; and
 - B. the New Steward has agreed in writing to be bound by the terms, and to exercise the rights, of the Society as set out herein or in the alternative, at least 66 2/3 % of Sub-Sublessees, each Sub-Sublessee having one vote, have approved the terms and conditions of any new agreement or arrangement between the

Parties or any other Person respecting the operation and administration of the Townsite;

- (b) If the Society commits an Event of Default set out in sections 13.1(b) or 13.1(c), and Tsuut'ina Nation duly provides a Bankruptcy, Insolvency or Winding-Up Notice in accordance with section 14.2(b), Tsuut'ina Nation may, in consultation with the receiver or trustee of the Society appointed in relation to any such Event of Default in sections 13.1(b) or 13.1(c), and subject to the legal rights of any such receiver or trustee, appoint an Interim Steward to operate and administer the Townsite ("**Interim Steward**"), provided that any such Interim Steward agrees in writing to be bound by the obligations, and exercise the rights, of the Society under this Agreement. Tsuut'ina Nation will make commercially reasonable efforts to appoint a New Steward in accordance with this section 14.3 as soon as practicable following such Event of Default.

14.4 Transition

The Parties will use commercially reasonable efforts to ensure that any transition in the operation and administration of the Townsite is carried out in a manner that ensures minimal disruption to the Residents and Sub-Sublessees. The Society will execute such assignments or other legal instruments required to transfer its interest in the Master Sublease, Tax Administration Agreement and other such agreements key to the role of the Society as Steward hereunder to the New Steward.

14.5 Renewal or Extension

The Parties will meet during the 45th year of the Term to discuss in good faith potential renewal or extension of the Head Lease.

ARTICLE 15 **MISCELLANEOUS**

15.1 Governing Law

This Agreement will be governed by and interpreted in accordance with applicable Tsuut'ina Laws, and the applicable laws of Canada and the province of Alberta.

15.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and revokes any and all provisions discussions, negotiations, arrangements, letters of intent, offers to lease and representations. There are no other covenants, agreements, representations or warranties between the Parties whatsoever other than those set out in this Agreement.

15.3 Modification

Any modifications of this Agreement are required to be agreed to by the Parties and authorized by the Parties' respective councils and, must be in writing and executed in the same manner as this Agreement.

15.4 Consent

When a Party is required to provide consent or approval under a part of this Agreement, that consent or approval will not be unreasonably withheld or delayed.

15.5 Severability

If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of this Agreement, and this Agreement will be construed as if it had been executed without the invalid part.

15.6 Survival Obligations

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect. Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination if this Agreement including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

15.7 Waiver

A waiver by either Party of the strict performance by another Party of any provision of this Agreement will not of itself constitute a waiver of any subsequent breach of that provision or any other provision hereof. The failure by either Party to require the fulfillment of any obligation of the Party, or to exercise any rights herein contained, will not constitute a waiver of those obligations or rights. Any waiver of any rights of a Party must be made in writing and executed by the waiving Party.

15.8 Successors and Assigns

This Agreement will enure to the benefit of and be binding upon the Parties and their successors, permitted assigns, heirs, executors, administrators and other personal legal representatives, successors and permitted assigns, as the case may be.

15.9 Time is of the Essence.

Time will be of the essence hereof.

15.10 Remedies

In addition to any contractual remedies that the Parties may have in the event of a breach of this Agreement, this Agreement will be enforceable against the Parties in the same manner and to the same extent as any statute, regulation or other Laws.

15.11 Consistency with Applicable Law

The Society must exercise its authority granted, and fulfill its obligations, hereunder in accordance with this Agreement, the Lease Agreements, Tsuut'ina Laws, Bylaws, and any other applicable laws.

15.12 Impossibility of Performance

Whenever and to the extent that a Party will be unable to fulfil, or will be delayed or restricted in the fulfilment of, any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs, by reason of being unable to

obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any law, or by reason of the order or direction of any Governmental Authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, such Party will be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay or restriction, and the other Parties will not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned, or to cancel this Agreement.

15.13 Frustration

Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance which, but for this section, would frustrate or void this Agreement, and so often and for as long as the same may occur or continue, the obligations and liabilities of the Parties hereunder will continue in full force and effect as if such event or circumstance had not occurred or existed or had occurred, respectively, unless continuance of this Agreement or any section, Article, or term hereof would be overly prejudicial to a Party or if any Party would be, by virtue of such continuance, be stripped of all material benefit such Party is intended to derive from this Agreement.

15.14 Confidentiality

The Parties acknowledge that during the course of the Term the Parties will exchange information and documents which are confidential in nature, and which may be proprietary in nature, and disclosure to third-Persons or entities may have significant adverse effects on the Parties. The Parties will keep in strict confidence, will not share with any third-Person or entity, and will take reasonable steps to safeguard the confidentiality of, the terms and conditions of this Agreement, the Lease Agreements, or other information and documents exchanged ("**Confidential Materials**") during the Term unless required to disclose such Confidential Materials by law, and if a Party is so ordered, the Party will give notice to the non-disclosing Party of such requirement, will only disclose the Confidential Materials it must disclose in order to comply with such requirement, and will otherwise cooperate with the other Party to ensure it has an opportunity to protect such Confidential Materials from disclosure.

15.15 Notice

Any notice required to be given pursuant to this Agreement may be (a) personally delivered, (b) sent by registered mail, or (c) delivered by email, either in the body of such email or as an attached PDF, to:

To the Society:

To: Townsite of Redwood Meadows Administration Society
Attention: Paul Sawler, Mayor
Address: 1 Manyhorses Drive
Redwood Meadows, AB T3Z 1A4
Phone: 403.816.8640
Email: rwmtsm@redwoodmeadows.ab.ca

And to: Macushla Law Corporation
Attention: James Struthers
Address: 253 Columbia Street, Vancouver, BC V6A 2R5
Phone: 604.868.5297

Email: hello@macushlaw.ca

To Tsuut'ina Nation:

To: Tsuut'ina Nation
Attention: Chief Roy Whitney
Address: 9911 Chiila Boulevard, Tsuut'ina Nation, T3T 0E1
Phone: 403.281.4455
Email: chiefroywhitney@tsuutina.com

To Sarcee:

To: Sarcee Developments
Attention: Darrell Crowchild, President
Address: 9911 Chiila Boulevard, Tsuut'ina Nation, T3T 0E1
Phone: 403.238.6320
Email: darrelcrow@tsuutina.com

And to: General Counsel
Attention: Terry Braun
Phone: 403.238.6210
Email: tbraun@tsuutina.com

The above offices and addresses may be changed from time to time by written notice to the other Party in accordance with this section 15.15. Notice is deemed delivered the day that it is personally delivered, mailed by registered mail, or emailed.

15.16 No Derogation

Nothing in this Agreement will abrogate or derogate from any inherent or treaty rights of Tsuut'ina Nation as recognized by section 35 of the *Constitution*.

15.17 Compliance with Laws

Each party will at all times comply with all federal and provincial laws, and all Tsuut'ina Laws including all ordinances, regulations, rules, by-laws, Band Council Resolutions and orders, applicable to the Parties relating to performance hereunder thereby, except to the extent that failure to comply therewith likely would not, in the aggregate, reasonably be expected to have a material adverse effect on any Party's ability to comply with its obligations under this Agreement. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, consents and permits reasonably necessary to carry out their obligations hereunder and comply with all police, fire, sanitary, health, insurance and privacy orders and regulations imposed by any governmental, supervisory or other relevant authority having lawful jurisdiction in the circumstances.

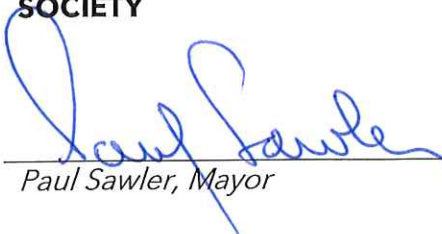
[Signature page follows]

[Signature page to Stewardship Agreement]

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.

**TOWNSITE OF REDWOOD
MEADOWS ADMINISTRATION
SOCIETY**

Per:


Paul Sawler, Mayor

SARCEE DEVELOPMENTS LTD.

Per:


Darrell Crowchild, President

TSUUT'INA NATION

Per:

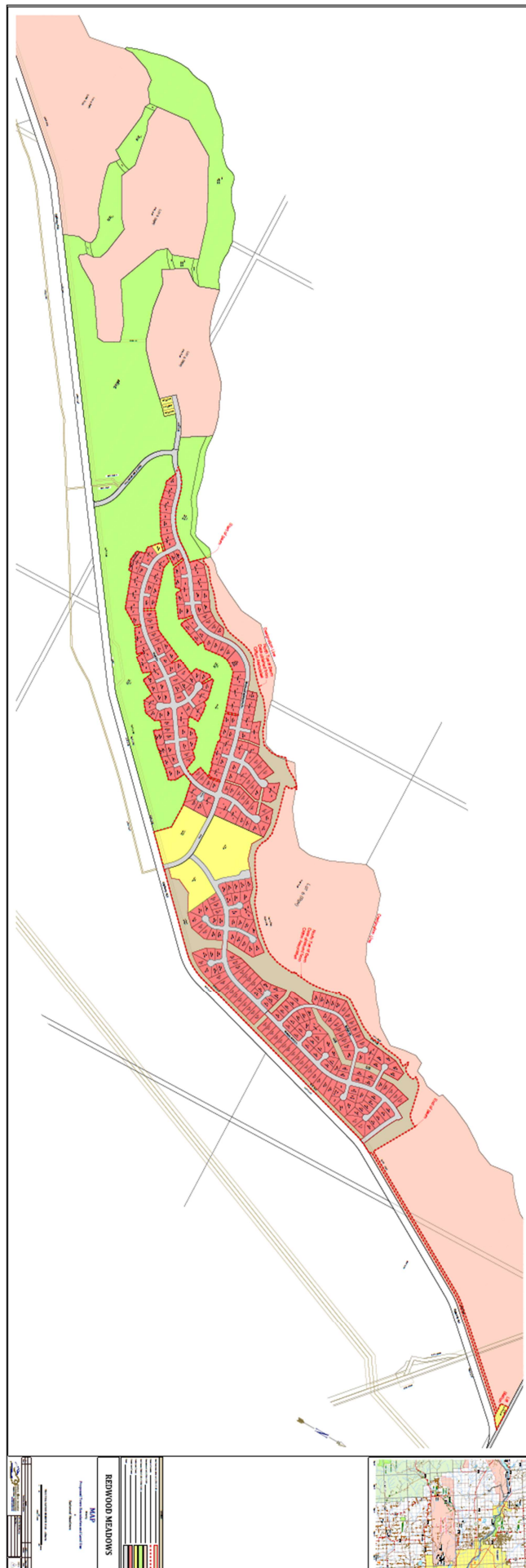

Chief Roy Whitney



SCHEDULE A - TOWNSITE LANDS

[See attached]

Document presented at 1:10 Scale for ease of view. The document attached hereto shall be that certain Map showing Proposed Town Boundaris and Land Use in Redwood Meadows, Tsuu Tina Nation Reserve #145, created by Western Plains Geomatics, file name WPG File: 000509_Map dated December 4, 2020.



SCHEDULE B - IMPROVEMENTS

The Improvements include that or those, as the case may be, certain:

1. administration building, with a civic address of 1 Manyhorses Dr, Redwood Meadows, AB T3Z 1A4, located northwest and adjacent to the Fire Hall, via second southward entry off of Hwy 8 into the Townsite Lands ("**Administration Building**");
2. fire hall, with a civic address of 1 Redwood Meadows Dr, Redwood Meadows, AB T3Z 1A2, located at the second southward entry off of Hwy 8 into the Townsite Lands ("**Fire Hall**") and associated accessory buildings located north thereof;
3. maintenance building, located just north of the Administration Building;
4. Curtis Field park ("**Curtis Field Park**"), Curtis Field Park playground ("**Playground**"), and Curtis Field Park baseball diamond ("**Baseball Diamond**"), located in Curtis Field Park, located northwest and across Manyhorses Drive from the Administration Building;
5. hockey rink, located in the southwest corner of Curtis Field Park ("**Hockey Rink**");
6. skate shack and zamboni storage, and public washroom building, located to the north of the Hockey Rink ("**Hockey Rink Building**");
7. skateboard park and associated structures, fixtures and appurtenances, located to the west of the Hockey Rink ("**Skate Park**");
8. pair of tennis courts (2), located in the northwest corner of Curtis Park and adjacent to the Skate Park ("**Tennis Courts**");
9. lady bug kids park, located adjacent to Redwood Meadows Drive, approximately 500 meters south of the Administration Building;
10. water treatment plant and associated structures, fixtures, and appurtenances, located at the westernmost end of the Redwood Meadows close roundabout ("**Water Treatment Plant**");
11. water treatment related infrastructure, with various locations throughout the Townsite Lands, including:
 - a. underground distribution lines;
 - b. reservoir located just behind the Water Treatment Plant; and
 - c. water intake gallery, located across the North Berm behind the Water Treatment Plant;
12. sewer lift station, located approximately 2 kilometres North of Redwood Meadows, including associated underground lines and collection system;
13. overland drainage lift station, located at the far end of the North Berm;
14. flood mitigation berm, which runs from the northeast boundary of the Townsite Lands near the junction of Manyhorses Drive and Cowboy Trail, northwest to the northernmost boundary of the Townsite Lands, and then south and southwest between various lots within the Townsite Lands and the Elbow River along the western boundary of the Townsite Lands, to the south west portion of the Townsite Lands terminating at Redwood Meadows Drive just north of the junction of Wolf Drive and Redwood Meadows Drive;
15. sound dampening berm, which runs from the north east corner of the Townsite Lands to the south of the junction between Manyhorses Drive and Cowboy Trail, to the south along the eastern boundary of the Townsite Lands between various homes within the Townsite Lands and Cowboy Trail, terminating just northeast of the junction between

- Redwood Meadows Drive and Cowboy Trail, and commencing again just to the southwest of such junction, and again running south along the eastern boundary of the Townsite Lands between various homes within the Townsite Lands and Cowboy Trail;
16. roads and paved common areas located within the Townsite Lands;
 17. street lights and power distribution systems within the Townsite Lands (owned and operated by Fortis);
 18. coaxial Internet cabling throughout the community, which such cabling and network systems, notwithstanding the definition of Infrastructure herein, are owned and operated by Eastlink; and
 19. such other fixtures located within the Townsite Lands as of the commencement date of the Master Sublease or from time to time during the term thereof ordinarily used or necessary for the management and administration of the Townsite of Redwood Meadows.

SCHEDULE C - TERMS OF REFERENCE

[See attached]

LIAISON COMMITTEE TERMS OF REFERENCE

Capitalized terms not otherwise defined herein will have the meanings given to them in the Stewardship Agreement.

Mandate

1. *Mandate.* The mandate of the Liaison Committee ("**Committee**") is set out in section 3.2 of the Stewardship Agreement.
2. *Amendment to Mandate.* The Mandate may not be expanded, reduced, or otherwise amended by unanimous vote of the Committee unless the Parties agree in writing. The Committee may prepare and make recommendations to the Parties respecting any expansion, reduction or other amendment to the Committee's mandate.

Review and Amendment

3. *Review of Terms of Reference.* These Terms of Reference will be reviewed at least annually but the Committee may review these Terms of Reference at any time upon request by a Committee member.
4. *Amendment to Terms of Reference.* These Terms of Reference may be amended at any time by a unanimous resolution of the Committee. Any amendment to section 19 hereof must fall within the Committee's mandate.

Composition

5. *Composition.* The Committee is composed in accordance with section 3.1 of the Stewardship Agreement.
6. *Committee Members must have Requisite Experience.* In addition to the composition requirements set forth in section 3.1 of the Stewardship Agreement, each Committee member should have significant experience with the Townsite (for the Society), and with the Nation (for Tsuut'ina), and matters related to their respective administration and operation, which permit such person to participate meaningfully and effectively with the Committee in light of its mandate and the role of the Committee.
7. *Amendment to Committee Composition.* Committee composition may not be increased, decreased or otherwise amended unless the Parties agree in writing. The Committee may make recommendations to the Parties respecting

any such increase, decrease or other amendment to the Committee composition.

Appointment, Removal and Resignation of Committee Members

8. *Appointment of Committee Members.* The Parties will appoint Committee members in accordance with section 3.1 of the Stewardship Agreement. Each Party will provide written notice of appointment of Committee members to the other Party.
9. *Removal of Committee Members.* The Committee may remove Committee members by ordinary resolution. Removal will be effective immediately upon such resolution, or upon such date as the resolving Committee members determine.
10. *Resignation of Committee Members.* A Committee member may resign by giving no less than 30 days' prior written notice.
11. *No Lapse of Time.* The Parties will use commercially reasonable efforts to ensure that there is no lapse of time between the effective date of removal or resignation of a Committee member and the appointment of a replacement Committee member.

Officers

12. *Appointment of Officers.* The Committee will appoint by ordinary resolution one Member to act as Chair and one Member to act as Secretary.
13. *Removal of Officers.* The Committee may remove Committee members from the position of officer by ordinary resolution. Removal will be effective immediately upon such resolution, or upon such date as the resolving Committee members determine.
14. *Resignation.* A Committee member may resign from the position of officer upon no less than 30 days' prior written notice.
15. *No Lapse of Time.* The Committee will use commercially reasonable efforts to ensure that there is no lapse of time between the effective date of removal or resignation of an officer and the appointment of a replacement officer.
16. *Chair will Preside.* The Chair will preside over all meetings of the Committee. The Chair will not have a tie-breaking vote.

17. *Secretary will Keep Record.* The Secretary will ensure that accurate records of the proceedings of all such meetings are kept.

Meetings

18. *Regular Meetings.* Regular meetings of the Committee will be:
 - a. no less than 90 minutes in duration, unless the Committee members present at such meeting agree unanimously that all orders of business to be discussed at such meeting have been adequately addressed and voted upon in less than such 90 minute period;
 - b. held at least once per calendar month; and
 - c. held at a location within Tsuut'ina Lands mutually agreeable to the Committee members.
19. *Ad Hoc Meetings.* Meetings of the Committee will be called by the Chair on reasonable notice. The Chair must call a meeting of the Committee if a majority of Members provide notice to the Chair requiring that a meeting be held.
20. *Teleconferences Acceptable Manner of Meeting.* A Member may participate in a meeting by means of telephone, or other communications facilities, provided that all Members participating in the meeting can hear one another.
21. *Quorum.* A quorum for a meeting of the Committee will be a majority of Members.
22. *Votes.* Each Member has one vote on all questions and all questions must be decided by a majority vote of Members participating in a meeting.
23. *Consensus Based Decision Making.* The Committee members will at all times strive for consensus based decision making notwithstanding that an ordinary resolution will suffice with respect to certain matters.
24. *Ordinary Resolutions.* An ordinary resolution of the Committee will be three of four Committee members, unless only three Committee members are present at a meeting, in which case an ordinary resolution of the Committee must be unanimous. Unless otherwise stated, a unanimous resolution will mean all four Committee members. For greater certainty, if only three Committee members are in attendance at a Committee meeting, the Committee may not pass a unanimous resolution.

25. *Proxy Voting.* Committee members may vote on certain matters by proxy provided that details respecting such decision have been shared in writing in advance of such meeting and the missing Committee member sets out in writing signed by such Committee member their vote with respect to such matter ("**Proxy Notice**"). The wording of the resolution must be, along with such details, shared in writing with such Committee member prior to such meeting, and the wording of such resolution must be set out in the Proxy Notice. If a Committee Member provides such Proxy Notice, the Committee may deem that Committee member present for the purpose of determining quorum with respect to that decision. If multiple resolutions are to be made at any Liaison Committee meeting, a Committee member voting by proxy must vote on all such decisions in order for their proxy vote to be valid and to count towards quorum.
26. *Rules of Order.* The Committee will use Robert's Rules of Order with respect to resolutions passed at any meeting of the Committee.

Reporting

27. *Reporting.* The Committee must provide minutes of each of its meetings, including all resolutions, decisions and recommendations made during any Committee meeting, to each of the Parties no less than 35 days of the date upon which such meeting took place.

Specific Duties

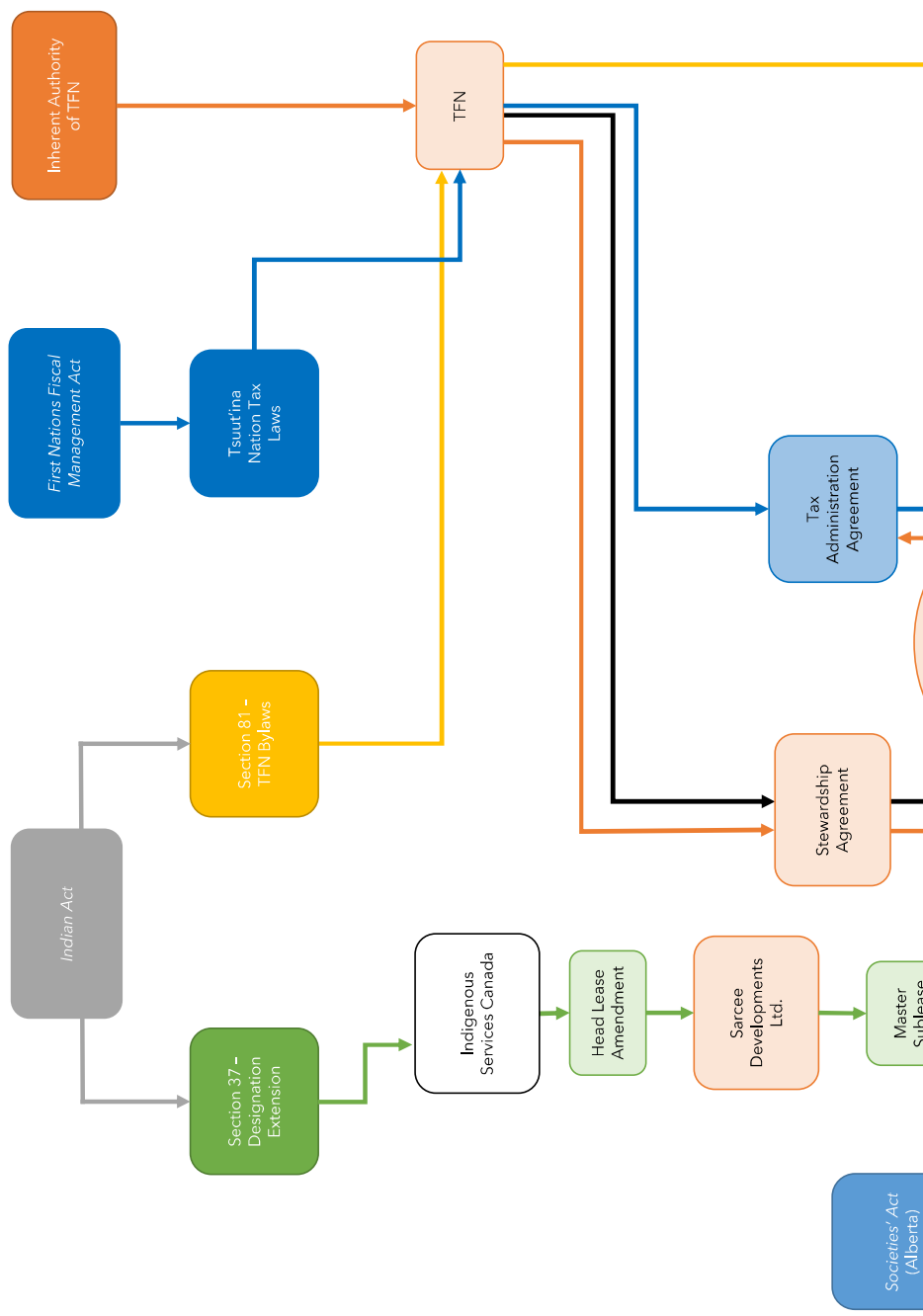
28. Without derogating from the generality of the Committee's mandate, and in addition to the Committee's obligations under the Stewardship Agreement, the Committee will be responsible for the following:
 - (a) *Agenda.* The Secretary will forward a written draft of Committee meeting agendas no less than one day prior to Committee meetings. The Committee will review, amend and approve the Committee meeting agenda as a first order of business. The Committee will also determine annual and quarterly agendas for high-level direction of the Committee.
 - (b) *Review and Approval of Meeting Minutes.* The Committee will review, make any required amendments to, and approve the minutes of the Committee's previous meeting as a second order of business.

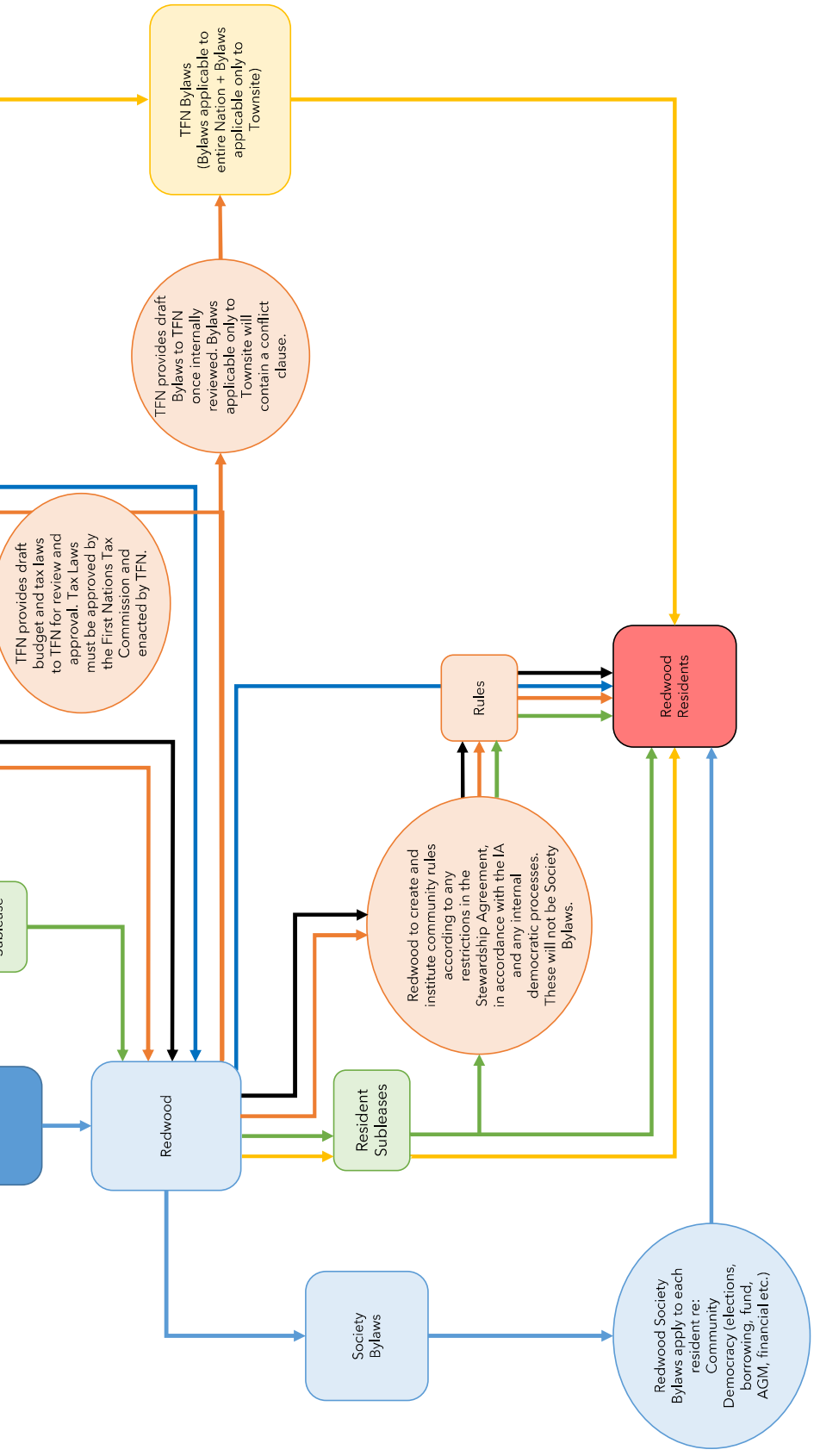
- (c) *Action Item Tracker.* The Committee will record action items with target completion dates in an Action Item Tracker document to be created, updated and maintained by the Secretary. The Committee will revise and update the Action Item Tracker as a third order of business at each Committee meeting.
- (d) *Agreement Function.* The Committee will continually review the effectiveness of the Stewardship Agreement, Tax Administration Agreement, and Master Sublease, and matters related thereto, including any issues or challenges arising as a result of carrying out the obligations of the parties to such agreements, and provide recommendations to the Parties, including without limitation potential amendments to such agreements. The Committee will comply with section 3.4 of the Stewardship Agreement. The Committee will review any Fundamental Changes or Legal Changes arising during the term of the Stewardship Agreement and make recommendations respecting such changes to the Parties for consideration in accordance with section 3.5 of the Stewardship Agreement. Review and revision of these Terms of Reference may also be conducted by the Committee in accordance with this section and section 1 hereof.
- (e) *Rules.* Review, discuss, amend or otherwise revise, and approve Rules, as defined in the Master Sublease. The Committee may also discuss the adoption of Rules as Tsuut'ina Bylaws in accordance with Article 4 of the Stewardship Agreement.
- (f) *Environmental Reviews.* Notwithstanding section 12.2 of the Master Sublease, the Committee will oversee all Environmental Reviews on behalf of Sarcee, including preparation and delivery of environmental reports, discussion of projects to be undertaken by the Society and their environmental impact on the Townsite Lands, and other environmental concerns such as ground disturbance.
- (g) *Taxation.* Review, provide comments on, and approve the Society's annual budget and mill rate, and submit the same to Tsuut'ina Chief and Council for review and approval, and otherwise assist the Parties in complying with the Tax Administration Agreement.
- (h) *Participatory Obligations.* Giving full effect to section 2.4 of the Stewardship Agreement, including without limitation the identification,

application for, and pursuit of grant funding, tax credits, or other financial supports available in relation to the administration and operation of the Townsite.

SCHEDULE D - FLOW OF LEGAL AUTHORITY

[See attached]





SCHEDULE E - TAX ADMINISTRATION AGREEMENT

[See attached]

EXECUTION COPY

TAXATION ADMINISTRATION AGREEMENT

THIS AGREEMENT made this 1st day of April, 2021.

BETWEEN:

TSUUT'INA NATION

("Tsuut'ina Nation" or "Nation")

and

TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

("Society" together with the Nation the "Parties" and each a "Party")

WHEREAS the Tsuut'ina Nation has made laws respecting taxation for local purposes, namely the *Tsuut'ina Nation Property Taxation Law, 2018* and the *Tsuut'ina Nation Property Assessment Law, 2018*, pursuant to section 5 of the *FNFMA*;

WHEREAS pursuant to the *FNFMA*, Tsuut'ina Nation's inherent jurisdiction, section 35 of the *Constitution* and other legislation, Tsuut'ina Nation has the authority to make laws respecting taxation for local purposes of reserve lands, interests in reserve lands or rights to occupy, possess or use reserve lands, which includes lands that have been surrendered and designated for lease;

WHEREAS the Nation, by the Original Designation, set aside the Townsite Lands, as defined herein, for the construction of a residential development known as Redwood Meadows;

WHEREAS Sarcee is the Lessee under the original head lease governing the Townsite Lands;

WHEREAS the Society has historically assessed, collected and administered, and continues to assess, collect and administer, property taxes on sublease interests within the Townsite pursuant to the Administration Agreement;

WHEREAS the Nation has extended the term of the Designation, and by corollary has extended the term of the Headlease, for a term of 75 years from the date of the Designation extension;

WHEREAS the Nation and the Society have entered into (a) the Stewardship Agreement; and (b) the Master Sublease;

WHEREAS the Nation requires taxation administration services for the lands classified as residential that are located in Zone 1, as defined within the *Tsuut'ina Nation Property Taxation Law, 2018*, and the *Tsuut'ina Nation Property Taxation Law, 2018*, more specifically the Townsite of Redwood Meadows;

WHEREAS the Nation wishes to retain the Society to provide, and the Society so wishes to provide, taxation administration services;

NOW THEREFORE, the Nation and the Society, for \$10 and other good and valuable consideration the sufficiency of which the Parties hereby acknowledge agree as follows:

DEFINITIONS AND INTERPRETATION

1. Definitions: For the purpose of this Agreement and the attached Schedules, the following expressions shall have the following meanings respectively:
 - a. "Administration Agreement" means the Administration Agreements between Sarcee and the Society of unknown date, 1988;
 - b. "Agreement" means this Agreement and all schedules attached hereto;
 - c. "Bank Account" has the meaning given to it in section 9.
 - d. "Constitution" means the *Constitution Act, 1982*, Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11;
 - e. "Designation" means the extension of the designation of the Originally Designated Lands by Tsuut'ina Nation pursuant to section 38(2) of the *Indian Act* evidenced by Band Council Resolution of the Sarcee Band, as Tsuut'ina Nation was called then, dated July 30, 1974;
 - f. "FNFMA" means the *First Nations Fiscal Management Act*, S.C. 2005, c. 9;
 - g. "Laws" means the *Tsuut'ina Nation Property Taxation Law, 2018* and the *Tsuut'ina Nation Property Assessment Law, 2018*;
 - h. "Liaison Committee" means the committee established by the Stewardship Agreement for the purposes of maintaining communication between the Nation and Society as to their joint interests and responsibilities arising under such Agreement;
 - i. "Master Sublease" means the lease of designated lands between Sarcee Developments Ltd. and the Townsite of Redwood Meadows Administration Society, which Sarcee and the Townsite dated April 1, 2021;
 - j. "Property" has the same meaning as defined in the *Tsuut'ina Nation Property Taxation Law, 2018* and the *Tsuut'ina Nation Property Assessment Law, 2018*;

- k. "Sarcee" means Sarcee Developments Ltd., an Alberta corporation all issued and outstanding shares in the capital of which corporation are owned by Tsuut'ina Nation;
- l. "Services" shall mean Tax Administration Services as set out in Schedule "A";
- m. "Stewardship Agreement" means the agreement between that the Tsuut'ina Nation and Townsite of Redwood Administration Society to maintain the lands defined as the Townsite, which the Tsuut'ina Nation and Townsite of Redwood Meadows Administration Society will enter into upon the execution of the Master Sublease;
- n. "Society" shall mean the Townsite of Redwood Meadows Administration Society;
- o. "Term" has the meaning given to it in section 3; and
- p. "Townsite" means the lands as defined in the Sublease.

SERVICES

- 2. The Society agrees to provide the Services in a good and workmanlike manner and to the reasonable satisfaction of the Nation.

TERM

- 3. The Society shall provide the Services to the Nation commencing April 1, 2021 (the "Commencement Date") to the date of termination of the Master Sublease ("Term").
- 4. If either the Master Sublease or Stewardship Agreement terminate at any point prior to expiry of the Term, this Agreement shall automatically terminate upon the occurrence of such termination unless the Parties agree otherwise.

RELATIONSHIP OF THE PARTIES

- 5. In the performance of this Agreement, the Society will at all times act in the Society's own capacity and right as an independent contractor. The Nation will not be required to pay for or maintain any employee benefits including but not limited to workplace safety insurance, Canada Pension Plan, employer health tax, employment insurance and other similar levies nor to make any withholdings and remittances for income tax in respect of any remuneration payable by the Nation to the Society or by the Society to any person employed by the Society, pursuant to this Agreement or otherwise. The Society will be solely responsible for making all such contributions, premium payments and income tax remittances in conformity with any applicable statutory requirements on the Society's own behalf.
- 6. The Society and the Society's employees are not employees of the Nation and shall not be entitled to receive from the Nation any benefits whatsoever. The Society agrees that

neither the Society nor any of her employees are entitled to any of the rights and benefits afforded to the Nation's employees, including but not limited to participation in any of the Nation's group insurance plans, vacation pay, overtime pay, termination pay or severance pay.

7. Unless authorized in writing by the Nation, neither the Society nor any of its employees shall enter or purport to enter into any agreements on behalf of the Nation or otherwise bind or purport to bind the Nation.

COVENANTS OF THE SOCIETY

8. The Society covenants and agrees with the Nation as follows:
 - a. That any third party assessors hired by the Society will be qualified to conduct assessments of real property in Alberta, and at all material times comply with applicable laws including the *FNFMA* and Tsuut'ina Nation's tax laws.
 - b. In the event that the *Worker's Compensation Act*, RSA 2000, c. W-15, requires the Society to register with the Worker's Compensation Board ("WCB") the Society shall deliver to the Nation certification from WCB of its registration therewith within a reasonable time following receipt of written request therefor from the Nation.
 - c. The Society shall comply with the provisions of:
 - i. the *Tsuut'ina Nation Property Taxation Law, 2018*;
 - ii. the *Tsuut'ina Nation Property Assessment Law, 2018*;
 - iii. the *FNFMA*;
 - iv. any law or further taxation legislation that the Nation may enact in the future; and
 - v. any law or resolution of the Nation that expressly or by implication applies to the Society in respect of this Agreement.
 - d. Without limiting the generality of section 8(f), the Society will ensure that its employees comply with any safety and security laws, regulations or procedures applicable to the Townsite.
 - e. Without limiting the generality of section 8(f), the Society will ensure it obtains all land access rights it requires in order to provide the Services hereunder.
 - f. The Society shall supply all equipment and motor vehicles necessary to carry out and provide the Services;
 - g. The Society will be responsible for costs that may be incurred as a result of ratepayer information brochures, requests for information, newspaper

advertisements, and other documents or communications reasonably required in order to provide the Services.

- h. The Society will only expend funds from the Bank Accounts in accordance with the applicable Expenditure Law.
- i. The Society will communicate in a timely and professional manner with Tsuut'ina Nation in respect of the Services provided hereunder.

COVENANTS OF THE NATION

9. The Nation covenants and agrees with the Society as follows:

- a. The Nation will provide notice either directly or indirectly to all rate payers affected by the assessments that the Society has been retained to administer the laws on behalf of the Society.
- b. The Nation will appoint the independent third party assessor hired by the Townsite, to perform the inspections and prepare assessment reports.
- c. The Nation shall make available to the Society any existing assessment information in the possession of the Nation, relating to the land and premises forming the subject matter of this Agreement.
- d. The Nation agrees that the Society may utilize staff other than qualified assessors to assist the assessor(s) in performing the Services.
- e. The Nation will maintain a Local Revenue Account in accordance with the *FNFMA*. The Nation shall open and maintain one or more separate bank account(s) in its Local Revenue Account, with a Schedule I Canadian financial institution ("Bank Account") for the receipt of funds from Townsite residents respecting taxes assessed on real property interests therein pursuant to Tsuut'ina law ("Tax Revenues"). All payments received by Townsite residents in respect of such taxes will be held in such account.
- f. Tsuut'ina Nation will not make payments out of the Bank Accounts, which are not part of an Annual Expenditure Law as defined under the *FNFMA*.
- g. Tsuut'ina Nation will not comingle with, and keep separate from, any other funds of the Nation, including tax revenues relating to other portions of Tsuut'ina Nation's reserve or general revenue.
- h. Tsuut'ina Nation will ensure that the Society may transfer funds out of any such account(s) at any time in its sole discretion provided any such payments are made in accordance with either Section 13.1 of the *FNFMA* or a duly enacted an Annual Expenditure Law enacted by Tsuut'ina Nation pursuant to the *FNFMA*.

- i. Upon reasonable request by the Society, the Tsuut'ina Nation will provide assistance and any required authorizations through a duly enacted Band Council Resolution, to allow the Society to use any of the payment enforcement mechanisms contained in the Laws. .

INSURANCE AND INDEMNIFICATION

10. The Society, at its expense, shall acquire and maintain throughout the Term the insurance (the "Insurance") described as follows:
 - a. Two million (\$2,000,000) dollars inclusive limits commercial general liability insurance;
 - b. The insurance shall include:
 - i. personal injury, employers, provisions for cross liability, and occurrence property damage;
 - ii. name the Nation as an insured;
 - iii. contain a provision that precludes invalidation as respects the interest of the Nation by reason of any breach or violation of warranties, representations, declarations or conditions;
 - iv. One million (\$1,000,000) dollars inclusive limits automobile liability insurance on a non-owned form, and on an owner's form, covering all licensed vehicles operated by or on behalf of the Society.
11. The Society shall cause each insurance policy to:
 - a. be primary, non-contributing with, and not excess of, any other insurance available to the Nation;
 - b. contain a prohibition against cancellation or material change that reduces or restricts the Insurance except on 30 days prior written notice to the Nation; an
 - c. be in a form and with insurers satisfactory to the Nation, acting reasonably.
12. The Society agrees to indemnify and save harmless Tsuut'ina Nation, chief or councillors, employees, contractors, agents, members, corporate entities and legal representatives ("**Tsuut'ina Nation Parties**") from and against any and all claims suits, demands, fines, actions, costs, charges and expenses of every nature and kind (including legal fees on a solicitor client basis) ("**Claims**") caused by an act or omission of the Society or any of its employees, agents, subcontractors, invitees, licensees or those for whom the Society is in law responsible for ("**Society Parties**") which constitutes negligence, wilful misconduct, fraud, breach of law or breach of this Agreement on the part of such person, except and to the extent that any such Claim arises in relation to the gross negligence, wilful misconduct, fraud, breach of law or breach of this Agreement by any Tsuut'ina Nation Party.

13. Tsuut'ina Nation agrees to indemnify and save harmless the Society Parties from and against any Claims caused by an act or omission of and Tsuut'ina Nation Party which constitutes negligence, wilful misconduct, fraud, breach of law or breach of this Agreement on the part of such person, except and to the extent that any such Claim arises in relation to the gross negligence, fraud, wilful misconduct, fraud, breach of law or breach of this Agreement by any Tsuut'ina Nation Party.

TERMINATION

14. The Nation may terminate this Agreement immediately in the event that:
- a. the Society is adjudged a bankrupt or makes an assignment in bankruptcy; or
 - b. a receiver is appointed for the Society.
15. The Nation may terminate this Agreement upon 30 days' prior written notice to the Society in the event that the Society is default of any obligation on its part under this Agreement, the Nation may issue a notice in writing of default and on failure of the Society to remedy the same or cause the same to be remedied within 60 days of receipt of such notice. If a default is not curable within such period in a commercially reasonable manner, the Society will be deemed not to be in breach hereof so long as the Society continuously and diligently pursues cure of any such default until cured.
16. Either Party may terminate this agreement without cause upon ninety (90) days written notice prior to August 1 of each year, to the other Party.

LIMITATION OF AUTHORITY

17. The Society shall not make contracts or commitments for or on behalf of the Nation without first obtaining the written consent of the Nation.

NON-DISCLOSURE AND CONFIDENTIALITY

18. The Parties acknowledge and agree that in order to carry out their respective obligations under this Agreement, they may exchange and create Confidential Information. The Parties agree that any confidential information received from the other Party will be:
- a. kept strictly confidential; and
 - b. disclosed only:
 - i. in accordance with:
 - 1. Section 46 of the *Tsuut'ina Nation Property Tax Law, 2018*; and
 - 2. Section 51 of the *Tsuut'ina Nation Property Assessment Law, 2018*; and
 - ii. to those third-parties that have a need to know such confidential information for the purpose of the respective Parties fulfilling their obligations or exercising their rights hereunder.

19. All documents, records, notebooks, work papers, notes, memoranda and similar repositories of or containers of confidential proprietary or trade secret information, made available to the Society by the Nation, or any compilation thereof by the Society, including any and all copies thereof, shall be the property of the Nation and belong solely to the Nation and shall be held by the Society in trust and solely for the benefit of the Nation and shall be delivered to the Nation by the Society upon the termination of the Society's engagement with the Nation or at any other time upon request by the Nation. The Nation grants in favour of the Society an irrevocable (so long as this Agreement remains in force), perpetual, non-transferable (by assignment, sublicense or otherwise), license to use such documents and related information in order to provide the Services.

REVIEW

20. The Liaison Committee shall meet annually between September 1 and September 30, to review the terms of this Agreement.

NOTICES

21. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or if sent by registered mail with postage prepaid addressed as follows:

If to the Nation: 9911 Chiila Boulevard
Tsuut'ina, Alberta
T3T 0E1
Attention: Chief Executive Officer

If to the Society: 1 Manyhorses Drive
Redwood Meadows, Alberta
T3Z 1A3
Attention: Mayor

or at such other address as either party may specify in writing to the other and shall be deemed to have been received if delivered by hand, on the date of delivery, and if mailed as aforesaid, on the fourth business day following the date of mailing thereof; provided that if there shall be an interruption of postal services which affects the delivery of mail, notice shall be delivered by hand.

GENERAL

22. The Nation and Consultant are mutually responsible for co-delivering the work set out in Schedule A, as such both parties will work collaboratively to deliver the project as per the Term set out in this Agreement.

23. Any waiver by the Nation of any breach of any provision of this Agreement by the Consultant shall not be binding unless in writing and properly executed by both parties and shall not operate or be construed as a waiver of any other or subsequent breach by the Consultant.
24. This Agreement contains the entire Agreement between the parties and may be amended only by agreement in writing executed by both of the parties hereto.
25. If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.
26. The provisions of this Agreement with respect to the payment of monies and non-disclosure of information shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators, and other legal personal representatives.
27. This agreement shall be governed by and construed in accordance with the laws of Alberta and Canada.
28. This Agreement may not be assigned by any Party without the prior written consent of the other Party. Any assignment made by any Party without such consent will be null and void.
29. The recitals and all Schedules to this Agreement form part of the Agreement for all purposes.
30. Defined terms demarcated by capitalization, as well as headings, herein have been inserted as a matter of convenience and ease of reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Agreement or any of its provisions.
31. Unless stated otherwise, any reference in this Agreement to a section means a section of this Agreement.
32. A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. A word expressed in the masculine gender may be read as feminine gender or neutral gender depending on the context.
33. The words "include", "includes" and "including" are to be read as if they are followed by the phrase "without limitation". The phrases "if this Agreement ends", "if this Agreement ends early", "the ending of this Agreement" and "earlier termination" include an ending by expiration, cancellation, termination, surrender or mutual consent.
34. Any reference to a statute or law means that statute or law, and any regulations made under it, all as amended, replaced, enacted or re-enacted from time to time. Any reference to an agreement includes any amendments or assignments to such agreement. Any reference to

law or applicable laws shall include applicable laws of Tsuut'ina Nation, Alberta and Canada.

35. This Agreement may be executed electronically and may be executed in counterpart, each of which electronically executed or counterpart copy hereof is deemed to be an original and all such copies together are deemed to be one and the same agreement.

[Signature page follows.]

[Signature page to Tax Administration Agreement]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**TOWNSITE OF REDWOOD
MEADOWS ADMINISTRATION
SOCIETY**

Per: _____
Paul Sawler
Director, Mayor

Per: _____
Scott Ackerman
Director, Deputy Mayor

TSUUT'INA NATION

Per: _____
Jerry Simon
Chief Executive Officer

Per: _____
Vincent Andrew
Executive Director of Finance

SCHEDULE "A"

The Society shall provide the following Services to the Nation, with respect to the Townsite:

- Recommending an assessor to the Nation, for the purpose of assessing residential property interests within the Townsite in compliance with the *FNFMA* and Tsuut'ina Nation's Laws.
- Coordinating and ensuring the Townsite's assessment base is up to date and maximizes tax revenues and minimize loss of assessment through appeals.
- Administering assessment changes.
- Providing information to the Nation's tax administrator for any assessment review appeals arising under the Nation's Laws as soon as practicably upon written request thereby.
- Calculating and processing assessment apportionment and balance adjustments for any property transactions or transfers that take place during any Taxation year.
- Preparing and reconciling adjustment reports for audit files, to the extent the Society is audited by any governmental authority.
- Liaising with the Nation's tax administrator and the FNTC when reasonably required in order to assist the Nation enacting expenditure and rates laws and otherwise complying with the *FNFMA*.
- Administering tax collection processes to ensure that the Nation's tax collection objectives are met.
- Administering collection of Tax Revenues in arrears in accordance with the Nation's tax law.
- Communicating with Townsite residents regarding assessment and tax appeal processes.
- Preparing and distributing Tax Revenue payment information including automatic deposit or other similar such forms, and taking such further steps as are reasonably necessary to give effect to any such payment processing with the financial institution with which the Bank Accounts have been set up.
- Calculating taxes based upon annual rates laws enacted by the Nation pursuant to the Nation's Laws and the *FNFMA*.
- Maintaining related records for all taxation transactions.
- Preparing monthly Bank Account and sub-ledger reconciliations.
- Co-ordinating electronic data interchanges with bank and mortgage companies.
- Maintaining the Townsite's tax roll, including name changes resulting from transfer of sub-sublease interests within the Townsite and ensuring assessment adjustments are current and correct.
- Preparing tax notices.
- Working with Townsite residents in arrears using approved workout solutions, including payment arrangements.
- Such other services reasonably required in order to determine, assess and collect Tax Revenues on the Nation's behalf.

SCHEDULE F - HEAD LEASE

[See attached]

REG. NO. 41168

THIS IS SCHEDULE "A"
TO THE WITHIN AGREEMENT
DATED FEBRUARY 4th 1977

LEASE

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada,
as represented by the Minister of Indian
Affairs and Northern Development,

and

SARCEE DEVELOPMENTS LTD., a body incorporated
under the laws of the Province of Alberta,
with its office located at R.R. #3, in the
City of Calgary, in the Province of Alberta.

Band Council Resolution

We, the Council of the Sarcee Band, hereby approve on behalf of ourselves and the members of the Sarcee Band the Lease attached hereto made as of the 6th day of September, 1974 between Her Majesty the Queen in right of Canada and Sarcee Developments Ltd.

Signed and sealed pursuant to the consent of a majority of the members of the council of the Sarcee Band, present at a meeting of the Sarcee Band Council duly convened, on the 2 day of July 1975 at SARCEE Reserve in the Province of Alberta

Chief	<u>Gordon Redmond</u>	Seal
Councillor	<u>Don Lane</u>	Seal
Councillor	<u>Alex Crowstall</u>	Seal
Councillor	<u>Frank Gault</u>	Seal
Councillor	<u>Walter Stantight</u>	Seal
Councillor	<u>Regina Crowstall</u>	Seal
Councillor	_____	Seal
Councillor	_____	
Councillor	_____	
Councillor	_____	
Councillor	_____	
Councillor	_____	

I N D E X

ARTICLE I	-	<u>Recitals</u>
ARTICLE II	-	<u>Definition and Interpretation</u>
ARTICLE III	-	<u>Lease and Term</u>
ARTICLE IV	-	<u>Payment of Rent</u>
ARTICLE V	-	<u>Permitted Uses</u>
ARTICLE VI	-	<u>Payment of Taxes</u>
ARTICLE VII	-	<u>Subletting and Assigning and Encumbering</u>
ARTICLE VIII	-	<u>Default</u>
ARTICLE IX	-	<u>Indemnity</u>
ARTICLE X	-	<u>Insurance</u>
ARTICLE XI	-	<u>Changes and Alterations</u>
ARTICLE XII	-	<u>Nuisance, etc.</u>
ARTICLE XIII	-	<u>Notice</u>
ARTICLE XIV	-	<u>Surrender of Land and Buildings</u>
ARTICLE XV	-	<u>Books and Records</u>
ARTICLE XVI	-	<u>Miscellaneous</u>

This is a lease made as of September 6, 1974.

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada,
as represented by the Minister of Indian
Affairs and Northern Development, (referred
to herein as the "Minister")

hereinafter referred to
as the "LESSOR",

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated
under the laws of the Province of Alberta,
with its office located at R.R. #3, in the
City of Calgary, in the Province of Alberta,

hereinafter referred to
as the "LESSEE".

Article I

Recitals

Section 1.01. The Sarcee Band of Indians desire to lease a portion
of Sarcee Indian Reserve #145, herein referred to as the "reserve", to Sarcee
Developments Ltd., a Company incorporated under the laws of the Province of
Alberta to implement the development of a part of the reserve for the benefit
of the members of the Sarcee Band herein referred to as the "Band".

Section 1.02. Sarcee Developments Ltd. was incorporated on May 13,
1971, pursuant to a Resolution passed by the Sarcee Band Council. The Shareholders
and Directors can only be members of the Band.

Section 1.03. The Sarcee Band Council passed a Resolution request-
ing a surrender to lease certain lands and a copy of the Resolution is hereto
attached and marked "Schedule A".

Section 1.04. The lands intended to be leased were surrendered for
lease by a surrender herein referred to as the "Surrender" dated September 6, 1974,
a copy of which is hereto attached and marked "Schedule B".

- 2 -

Article II

Definition and Interpretation

Section 2.01 Any schedule annexed hereto or any document or agreement entered into pursuant to the terms of this agreement shall form part of this agreement

Section 2.02 The division of this agreement into Articles and Sections and Paragraphs (if any) and the insertion of headings and the provision of an index, (if any) are for the convenience of reference only and shall not affect the construction and interpretation hereof.

Section 2.03 "This agreement", "herein" "hereby", "hereof", "hereunder" and similar expressions mean or refer to this agreement and any agreement or instrument supplemental or ancillary hereto.

Section 2.04 "Land" means the land described in Section 3.01 and as shown in the plans marked Schedule "D".

Section 2.05 "Lease" means this document as originally signed and delivered or as amended from time to time.

Section 2.06 "Year" or "year of the term" means each of the consecutive periods of twelve (12) calendar months comprising the term of this lease the first lease year being the period of twelve (12) calendar months commencing on the date of commencement of the term and ending on the day next preceding the anniversary of such date of commencement, and each succeeding lease the year being a period of twelve (12) calendar months commencing on the day following the expiration of the lease year.

Article III

Lease and Term

Section 3.01 This agreement witnesses that the Lessor in consideration of the rent and other conditions contained in this lease, leases to the Lessee, the land for the term at the rent and on the terms and conditions stated in this lease.

ALL those parcels and tracts of Land that are part of Sarcee Indian Reserve No. 145 and described more particularly in the attached Schedule "C", excepting all road allowances and pipeline rights of way.

Section 3.02 The land is leased to the Lessee for 75 years from September 6th, 1974 to September 5th, 2049 referred to herein as the "term". At the expiry of the term the land and all improvements will immediately revert to Her Majesty the Queen in right of Canada for the use and benefit of the Sarcee Band, subject to Section 14.02.

Article IV

Payment of Rent

Section 4.01 Yielding and paying yearly in each year of the term unto the Lessor an annual rent of an amount which shall be the greater of:

- (i) the sum of One (\$1.00) Dollar, or
 - (ii) the aggregate annual revenue (calculated on the last day of each successive year of the term), of the Lessee resulting from all operations on the land after deducting expenses approved of by the Minister,
- referred to herein as the "rent".

Section 4.02 The annual rent shall be paid to the Lessor at the office of the Minister of Indian Affairs and Northern Development in Ottawa, Ontario, or to such person, and at such place that the Minister may authorize in writing, to be paid at, or received by, on the 5th day of September, in each year of the term, commencing September 5th, 1975 and ending on September 5th, 2049.

Section 4.03 The Lessee shall pay the rent on the due dates without any deduction whatsoever.

Article V

Permitted Uses

Section 5.01. The Lessee covenants that the land shall be used and developed for Commercial, Agricultural, Industrial, Housing and Recreational purposes.

Article VI

Payment of Taxes

Section 6.01. The Lessee covenants that the Lessee shall pay all applicable property taxes, and property charges, charged by any body on the land or upon the Lessee or any occupier other than the Lessee. If these charges are not paid the Lessor may pay them and the payment will become rent, immediately due by the Lessee. The Lessee shall indemnify the Lessor against all costs and damages arising from non payment.

Article VII

Subletting and Assigning and Encumbering

Section 7.01. The Lessee may sublease any part of the land provided that;

- (i) the rent under each sublease is a fair market rent for the land sublet,
- (ii) the term of each sublease is shorter than the term of this lease,
- (iii) the Lessor has approved the rent charged under each sublease,
- (iv) each sublease is registered in the Surrendered Lands Register at Ottawa within sixty (60) days of its execution,
- (v) each sublease is granted subject to all the terms and conditions of this lease,
- (vi) the Minister consents which consent may not be unreasonably withheld.

Section 7.02. The Lessee shall not assign or encumber any of the land for any part of the term except with the Minister's consent, which shall not be unreasonably withheld, and subject to the terms of the Surrender.

Section 7.03. The Lessee and any sublessee has the right to mortgage the leasehold estate in the land, provided that any mortgage of a leasehold estate must be approved by the Minister which approval will not be unreasonably withheld.

Section 7.04. The conditions and terms of this lease shall apply to the sublease of any of the land.

Article VIII

Default

Section 8.01. If the Lessee shall at any time during the term

- (i) file a petition in bankruptcy or make an assignment for the benefit of creditors; or
- (ii) be adjudicated a bankrupt or insolvent; or
- (iii) file any petition or institute any proceedings under any bankruptcy or insolvency legislation seeking to effect reorganization or a composition; or
- (iv) have the leasehold estate created hereunder seized in execution or by a process of law and not released within thirty (30) days from the date of such seizure provided that the delivery of a Writ of Execution or a Writ of Extent to a Sheriff shall not be considered a seizure for the purpose of this provision; or
- (v) be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment; or
- (vi) fail to pay the rent reserved hereunder within thirty (30) days after it is payable, whether formally demanded or not; or
- (vii) fail to pay any applicable taxes on the land and improvements to the appropriate authorities within sixty (60) days of the mailing of the tax notices; or

(viii) fail to perform or observe any covenant, term or condition, contained in this lease; or

(ix) have a Director or a Shareholder of Sarcee Developments Ltd. who is not a member of the Sarcee Band of Indians;

the Lessor shall give notice to the Sarcee Band Council of the default of the Lessee under any of paragraphs (i) to (ix) of Section 8.01, and the Sarcee Band Council may remedy the default under Section 8.01 that is indicated in the notice within thirty (30) days of the date of mailing of the notice from the Lessor. If the Sarcee Band Council fails to remedy any default within the thirty (30) days referred to above, it shall be lawful for the Lessor, without notice, to declare the term ended and this lease terminated and thereupon this agreement and everything it contains and the estate or term, shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken provided that the Lessor shall nevertheless be entitled to recover from the Lessee the rent then accrued, or accruing, and moreover that any right of action by the Lessor against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this lease shall not be prejudiced. Provided that the Lessor agrees to replace, on the request of any sublessee affected by such termination, any sublease in good standing, by a lease, for the balance of the unexpired term of such sublease and on such terms and conditions as may be agreed upon by the Lessor and such sublessee.

Section 8.02. In any case other than those provided for in Section 8.01, if the Lessee fails to perform or observe any covenant contained in this lease on its part to be performed or observed the Lessor shall be entitled to give the Lessee and Sarcee Band Council notice of breach of covenant and if the Lessee fails to rectify the breach to the satisfaction of the Lessor within sixty (60) days of the date of mailing of such notice, or if the breach is one which cannot reasonably be remedied within sixty (60) days, within such further period as the Lessee may request and the Lessor may approve, it shall be the right of the Sarcee Band Council to remedy any breach of covenant within a further thirty (30) days. If the Sarcee Band Council fails to do so it shall be lawful for the Lessor, without further notice, to declare the term ended and this lease terminated and thereupon these presents and everything herein contained and the estate or term shall absolutely cease, determine and be

void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that the Lessor shall nevertheless be entitled to recover from the Lessee the rent, or any other claim and any right of action against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this agreement shall not thereby be prejudiced. Provided that the Lessor agrees to replace, on the request of any sublessee affected by such termination, any sublease in good standing, by a lease, for the balance of the unexpired term of such sublease and on such terms and conditions as may be agreed upon by the Lessor and such sublessee.

Article IX

Indemnity

Section 9.01. The Lessee covenants to indemnify and save harmless the Lessor from all claims, actions, costs and loss of every nature arising during the term out of

- (i) a breach of or non-compliance with a covenant, agreement or condition on the part of the Lessee contained in this lease,
- (ii) injury to a person, occurring in or about the land or any building on the land or on an adjacent sidewalk, including death resulting from the injury,
- (iii) damage to or loss of property arising out of the use and occupation of the land or any building on the land or the use of the adjacent sidewalks,
- (iv) the conduct or management of all forms of any work, business, or things whatsoever done in or about the land,
- (v) any condition of any building on the land, walk, driveway,

- (vi) the neglect or tort of the Lessee, its agents, contractors, servants or employees,
- (vii) any accident, damage or injury whatsoever, howsoever caused to any person or party in or about the land.

Article X

Insurance

Section 10.01. That the Lessee shall

- (i) At all times during the said term and at its own expense maintain, in accordance with policy terms and conditions and in one or more companies satisfactory to the Lessor, comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of any operations of the Lessee, and any person employed by the Lessee for any purpose in and about the land, building or any of them, their respective servants, agents, contractors and employees, indemnifying and protecting the Lessor and the Lessee to an amount of not less than Two Million (\$2,000,000.00) Dollars per accident or occurrence or to a limit from time to time as may be stipulated in writing by the Lessor. Any and all policies of such insurance shall be for the mutual benefit of the Lessor and the Lessee provided however, the Lessee shall have the option of having such policy or policies written for the benefit of the Lessee only, if the Lessee shall also maintain for the benefit of the Lessor similar insurance in the same amount in a company or companies satisfactory to the Lessor, under an owner's policy liability insurance policy or policies.
- (ii) At all times during the term the Lessee shall, at its own cost and expense, insure and keep insured or cause to be insured and kept insured any and all improvements on the land, owned or operated by the Lessee, with one

companies satisfactory to the Lessor in the sum of not less than 90% of its full replacement cost against loss or damage by fire and other perils now or hereafter from time to time embraced by or defined in a standard fire insurance extended coverage or additional perils supplemental contract. For the purposes of this paragraph replacement cost shall be as may be agreed upon between the Lessor and the Lessee or if the parties are unable to agree as to what constitutes a proper basis for the purpose of the foregoing provisions of this Section 10.01(ii) the question shall be determined by reference to the Federal Court of Canada. Any and all policies of insurance shall be written in the name of the Lessee as the insured with loss payable firstly to the Lessor, and thereafter to the Lessee and any Mortgagee as their respective interests may appear.

The Lessee shall furnish the Lessor with certificates evidencing such policies, within thirty (30) days of the commencement of the term of this lease, and a certificate of renewal at least five (5) days prior to the date of the expiration of any policy in force or other evidence satisfactory to the Lessor establishing that the insurance has been renewed. If the Lessee fails to effect such insurance or renewal thereof or to furnish certificates to the Lessor, the Lessor may procure such insurance or renewal thereof and premiums paid by the Lessor therefore shall be deemed to be additional rent due and payable to the Lessor forthwith and shall be recoverable as debts due the Lessor. The Lessor shall be immediately notified of the cancellation of any insurance policy.

Section 10.02. That the Lessee shall not do any act which will increase or otherwise alter the rate of insurance which the Lessee is required to effect by this lease.

Section 10.03. The Lessee's obligation to pay rent and all other sums payable by the Lessee under the provisions of this lease shall not be affected, nor shall such rent abate or be diminished, in the event of damage to or destruction of any improvement on the land, regardless of the cause or extent thereof, and the Lessee hereby waives the provisions of any statute or rule of law to the contrary now or hereafter in effect, it being the intent of this lease (which is essentially a lease of the land) that the improvements shall be at the risk of

Article XI

Changes and Alterations

Section 11.01. That during the term hereof and its own expense, the Lessee shall be entitled to construct, demolish, alter, remodel or replace buildings or any part thereof and make improvements including construction of roads, provision of water, sewer, electricity, telephone, cablevision, or gas systems or other utility systems on the land as it considers necessary, in the operation of its business; provided that:

- (i) In the opinion of an independent appraiser of the Lessor's choosing the value of the buildings and improvements on the land shall not be reduced as a result of such construction, demolition, alteration, remodelling or replacement.
- (ii) The Lessee shall submit a development plan for each development to the Sarcee Band Council and obtain the Sarcee Band Council's approval, in advance, for any construction, demolition, alteration, remodelling or replacement, as the case may be.
- (iii) All the buildings to be erected, altered, remodelled or replaced in pursuance hereof on the land shall be constructed in accordance with the standards laid down by the National Building Code of Canada as amended from time to time and to the date of construction, and also in accordance with the building standards, if any, instituted and laid down by the Sarcee Band Council concerning any construction on the land.
- (iv) All buildings to be constructed in pursuance hereof on the land shall conform to the Fire Safety Standards as laid down by the Federal Government as amended from time to time and to the date of construction.
- (v) Any material forwarded by the Lessee to the Sarcee Band Council under this clause 11.01 shall also be forwarded concurrently to the Lessor.

Article XII

Nuisance, etc.

Section 12.01. That the Lessee shall not create or permit any act on the land which in the opinion of the Sarcee Band Council or the Lessor is annoying, or is a nuisance or obnoxious activity.

Section 12.02. That the Lessee shall not commit or permit the commission of any voluntary waste, spoilage or destruction of or on the land except where necessary for the carrying out of any purposes permitted under this lease.

Article XIII

Notice

Section 13.01. That whenever in this lease it is required or permitted, that notice, demand or request be given or served under this lease such notice, demand or request may be sufficiently given if in writing and sent by registered mail, addressed as follows:

To the Lessor: Minister of Indian Affairs and
Northern Development,
Centennial Tower,
400 Laurier Avenue West,
Room 1566,
OTTAWA, Ontario K1A 0H4.

To the Lessee: The President or Secretary,
Sarcee Developments Ltd.,
R.R. #3,
CALGARY, Alberta.

To the Sarcee
Band Council: Chief,
Sarcee Band Council,
Sarcee Indian Reserve,
R.R. #3,
CALGARY, Alberta.

Such address may be changed from time to time by serving notice as above provided. The date of receipt of a notice, demand or request shall be deemed to be the second business day following the date of mailing.

Article XIV

Surrender of Land and Buildings

Section 14.01. That the Lessee at the expiration or other sooner termination of this lease shall peaceably deliver to the Lessor the possession of the land with all the buildings and other improvements on them free of all claims and in a condition satisfactory to the Sarcee Band Council and the Lessor subject to Section 14.02.

Section 14.02. Notwithstanding Section 3.02 or Section 14.01 and provided that the Lessee is not in default of any of the covenants, terms and conditions hereof, the Lessee will, at the expiration by efflux of time or other sooner termination of this lease, be entitled to remove from the land any buildings or structures erected on the land and owned by the Lessee or its sublessee provided that a plan of removal has been submitted and approved of by the Lessor and Sarcee Band Council prior to any removal and provided that the land is left in a condition satisfactory to the Sarcee Band Council and the Lessor. In the event that the Lessee fails to remove the said buildings or structures within thirty (30) days of such expiration, or other sooner termination of the lease as the case may be, the said structures or buildings shall revert to the Lessor without any claim for allowance or payment in lieu thereof, but the Lessor shall have the option of requiring the Lessee to remove or demolish any buildings or structures, such demolition or removal to be at the total expense of the Lessee.

Article XV

Books and Records

Section 15.01(a). The Lessee shall and hereby agrees to maintain and keep at the registered office of the Lessee at the Lessee's expense, detailed and accurate records, books and accounts relating to the revenue the Lessee receives and any amounts the Lessee expends, from and towards all operations on the land,

which shall be made available to the inspection and audit of the Lessor, at all reasonable times during ordinary business hours during the term hereof and six (6) months thereafter. The books, accounts and records required to be maintained and kept hereunder shall be in accordance with the requirements of the Lessor from time to time and shall be kept, retained and preserved for at least six (6) months after the expiration of each lease year of the term. The Lessor shall also have the right at any time to have a person at the registered office of the Lessee to check and tabulate the revenue that the Lessee receives from all operations on the land if the Lessor so desires.

Section 15.01(b). The Lessee shall deliver to the Lessor the following:

- (i) on the 5th day of September in each successive lease year of the term commencing September 5, 1975 an unaudited financial statement for the lease year in question including balance sheet and statement of profit and loss; in reasonable detail and certified by an authorized financial officer of the Lessee, subject to each case to change resulting from adjustments at the end of the lease year together with a statement certified by an independent chartered accountant of recognized standing selected by the Lessee and satisfactory to the Lessor, of the revenue that the Lessee receives from all operations on the land for the lease year in question;
- (ii) as soon as practicable and in any event within one hundred and twenty (120) days after each lease year, an audited statement of profit and loss of the Lessee for such year, and an audited balance sheet of the Lessee, as of the end of such year, all in reasonable detail satisfactory in scope to the Lessor and certified by independent chartered accountants of recognized standing selected by the Lessee and satisfactory to the Lessor, whose certificates shall be in form and substance satisfactory to the Lessor;

- (iii) together with the statement required to be forwarded in (ii), to the Lessor, an audited statement certified by an independent chartered accountant of recognized standing selected by the Lessee and satisfactory to the Lessor, of the revenue that the Lessee receives from all operations on the land for the preceding lease year;
- (iv) promptly upon receipt thereof, copies of any detailed reports submitted to the Lessee by independent accountants in connection with each annual or interim audit of the books of the Lessee made by such accountants;
- (v) copies of all such financial statements, reports and returns that the Lessee shall send to its shareholders;
- (vi) with reasonable promptness, such other financial data as the Lessor may reasonably request.

Section 15.03(c). Where any sublessee, concessionaire or licensee of the Lessee is required to pay to the Lessee any rent, fee or other compensation, calculated in whole or in part on a percentage of revenue basis, the Lessee shall require the sublessee, concessionaire or licensee to keep separate accounting records for the business carried on upon or from the premises of the sublessee, concessionaire or licensee, such records consist of an accurate record of all sales of merchandise and services, and revenue from operations on the land, and all other revenues derived from or upon the said land, including records and vouchers, such records to be available to the inspection of the Lessee and Lessor under this lease, at all reasonable times during ordinary business hours.

Article XVI

Miscellaneous

Section 16.01 That no waiver on behalf of the Lessor of any breach will take place or be binding unless the same be expressed in writing over the signature of the Lessor, or the signature of its deputy and any waiver so expressed will only extend to the particular breach to which such waiver will specifically relate and will not be deemed to be a general waiver or to limit or affect the right of the Lessor or Her Successors with respect to any or other future breach.

Section 16.02. That the Lessee shall not, without prior written consent and permission of the Lessor, remove or allow the removal of gravel, sand, clay or other material forming part of the leased land except where necessary for the carrying out of any purposes permitted by this lease.

Section 16.03. That the Lessor may, subject to such conditions for the protection of the interests of the Lessee as the Lessor may deem proper, grant to any individual or company the right to enter upon the land to explore, search for and remove petroleum, natural gas or minerals, and this right shall include the right to take onto the land such equipment as may be required for these operations. The Lessee shall be entitled to compensation with respect to loss of value of the land attributable to the granting of such rights, provided, however the Lessor shall not be liable for any compensation for damages by the exercise of these rights; and provided further that any compensation payable by the Lessor in respect of the loss of value of the land shall be determined by the Lessor and shall be reflected in rebate of rent in the year or years in which loss of value occurred and thereafter in each year the loss is applicable and that such rebate in rent shall be deemed to be in full and final satisfaction of the loss of value of the land resulting from the granting of the aforesaid rights by the Lessor, and further provided that the approval of Sarcee Band Council shall be obtained when residential land is involved.

Section 16.04. That the Lessee covenants and agrees to indemnify and save harmless the Lessor from all costs incurred with respect to any mechanic's, builder's or other lien that may be filed against the land and property and all claims, demands and actions either at law or at equity arising out, from or other such mechanic's, builder's or other lien.

Section 16.05. That no remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other remedy herein or by law provided, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute.

Section 16.06. No member of the House of Commons shall be admitted to any share or part of the within agreement or to any benefit arising therefrom.

Section 16.07. Time is the essence of this lease and all provisions hereof.

Section 16.08. That this lease will enure to the benefit of and is binding upon the Lessor and Her Successors and the Lessee and its successors and assigns.

Section 16.09. That whenever under the provisions of this lease or any sublease thereunder, anything is to be done by or at the discretion of the Lessor, such things may be done or discretion exercised by the Minister of Indian Affairs and Northern Development, or his authorized representative.

Section 16.10. This agreement shall be subject to the provisions of the Indian Act and Regulations thereunder both as amended from time to time and to any legislation in substitution thereof or amendment thereof which may hereafter be enacted or made.

Section 16.11. This agreement is subject to any prior right of lawful occupation, timber permit, or licences, permit or lease of mining rights or other prior grants covering the said land or any portions thereof, and any other prior encumbrances or interests, whether the Lessee has notice of the same or not.

Section 16.12. Termination of the agreement shall in no way prejudice the Lessor's rights to recover unpaid rent or any other right of action by the Lessor with respect to a breach of any covenant or agreement herein contained.

Section 16.13. No implied covenant or liability on the part of the Lessor is created by the use of the words "demised" and "lease" contained herein.

Section 16.14. That whenever under the provisions of this agreement any money payment is to be made by the Lessee to the Lessor, such payment shall be made in lawful money Canada and may be by cheque or draft payable in Canadian funds.

Section 16.15. That the Lessor or any person or persons designated by it shall have the right, at all reasonable times during the term hereof to enter upon the land for the purpose of inspecting any buildings or other improvements made therein or thereon and for such other purposes as the Lessor may deem necessary.

IN WITNESS the Minister
of the Department of Indian Affairs and Northern Development has hereunto
set his hand and seal and Sarcee Developments Ltd. has caused this
agreement to be executed and its seal to be affixed by its proper officers;

SIGNED, SEALED AND DELIVERED

in the presence of

Ralph Stinson *John Baker* (seal)
Witness as to the signature of Minister of Indian Affairs and
Northern Development

SARCEE DEVELOPMENTS LTD.

(Corporate Seal)

per: *Violet Crowchild*
Violet Crowchild

per: *Robert Dodginghorse*
Robert Dodginghorse

per: Clifford Big Plume

per: *Arnold Crowchild*
Arnold Crowchild

Indian and Northern Affairs Affaires Indiennes et du Nord

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro séquentiel

#364

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds

NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SARCEE BAND	Current Capital Balance Solde de capital	\$
AGENCY DISTRICT	BLACKFOOT/STONEY/SARCEE	Committed - Engagé	\$
PROVINCE PLACE	ALBERTA	Current Revenue balance Solde de revenu	\$
NOM DE L'ENDROIT	SARCEE ADMINISTRATION OFFICE	Committed - Engagé	\$
DATE	30 JULY AD 19 74 DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:

DÉCIDE, PAR LES PRÉSENTES:

TO HOLD A SURRENDER REFERENDUM ON SEPTEMBER 6, 1974 TO CONSIDER THE SURRENDER FOR SEVENTY-FIVE (75) YEARS, FOR LEASING PURPOSES OF 1,592.26 ACRES OF LAND IN SARCEE INDIAN RESERVE NO. 145; ON THE FOLLOWING CONDITIONS.

1. THAT THE SURRENDER SHALL BE FOR LEASING FOR COMMERCIAL, AGRICULTURAL INDUSTRIAL, HOUSING AND RECREATIONAL PURPOSES.
2. THAT THE LAND SHALL BE LEASED TO SARCEE DEVELOPMENTS LTD., WHOLLY BAND CONTROLLED ENTERPRISE, OR TO SUCH OTHER COMPANY THAT MAY BE FORMED BY AND ON BEHALF OF THE SARCEE BAND.
3. THAT THE LESSEE OR OTHER PERSON HAVING AN INTEREST IN THE SURRENDERED LANDS MAY, WITH THE APPROVAL OF THE MINISTER OR HIS DELEGATED AUTHORITY, ASSIGN HIS INTEREST IN THE SURRENDERED LANDS OR A PART THEREOF TO ANY OTHER PERSON.
4. THAT SHOULD THE LEASE TO THE BAND COMPANY BE TERMINATED FOR ANY REASON, THEN HER MAJESTY, ON BEHALF OF THE SARCEE BAND, MAY GRANT TO ALL SUBLESSEES LEASES FOR THE UNEXPIRED TERM OF SUCH EXISTING SUBLEASES, PROVIDING THAT SUCH LEASES SHALL CONTAIN SUCH TERMS AND CONDITIONS AS TO CARRY OUT THE INTENT OF SUCH EXISTING SUB-LEASES.
5. THAT THE LAND SURRENDERED SHALL RETURN TO RESERVE LAND STATUS AT THE END OF THE SURRENDER PERIOD: OR PRIOR TO THAT TIME AT THE REQUEST OF THE SARCEE BAND COUNCIL, PROVIDING THE LAND IS UNENCUMBERED.

(Councillor - conseiller)	(Chief - Chef) <i>Lawrence Whiting</i> (Councillor - conseiller)	(Councillor - conseiller)
(Councillor - conseiller)	<i>Tom Rimmer</i> (Councillor - conseiller)	(Councillor - conseiller)
(Councillor - conseiller)	<i>Rena Gonschke</i> (Councillor - conseiller)	(Councillor - conseiller)
(Councillor - conseiller)	<i>John E. Smith</i> (Councillor - conseiller)	(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR A. Capital B. Revenue - Revenu		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
\$	\$	\$			
6. Recommended - Recommandable			Approved - Approuvable		
Date			Approving Officer - Approuvé par		
Recommending Officer - Recommandé par					

Her Majesty the Queen in Right of Canada,
Sarcee Developments Ltd.
(second of two pages to Schedule "A")

Indian and Northern Affairs Affaires Indiennes et du Nord

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro consécutif

#364

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Current Capital Balance Solde de capital	\$
AGENCY	Committed - Engagé	\$
DISTRICT	Current Revenue balance Solde de revenu	\$
PROVINCE	Committed - Engagé	\$
PLACE		
VOM DE L'ENDROIT		
DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

PAGE 2:

THAT IF THIS SURRENDER IS NOT ACCEPTABLE TO THE BAND, THE BAND COUNCIL MAY REQUEST THAT THE SURRENDER GIVEN ASSENT BY THE BAND ON MARCH 3, 1972 SHALL REMAIN.

(Chief - Chef)	
(Councillor - conseiller)	
(Councillor - conseiller)	
(Councillor - conseiller)	
(Councillor - conseiller)	
(Councillor - conseiller)	

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDONNATEUR	3. Expenditure Dépenses	4. Authority - Autorité Indian Act / Loi Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital \$	B. Revenue - Revenu \$		
6. Recommended - Recommandable		Approved - Approuvable		
		Date Approving Officer - Approuvé par		

This is Schedule "B" to an agreement made as of
September 6, 1974 between
Her Majesty the Queen in Right of Canada,
Sarcee Developments Ltd.
(one of seven pages to Schedule "B")

Register File Number
772/52-1-12

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
INDIAN AFFAIRS BRANCH

KNOW ALL MEN BY THESE PRESENTS THAT WE,

the undersigned Chief and Councillors of

THE SARCEE BAND OF INDIANS.

for and acting on behalf of the whole people of our said Band in Council
assembled, do hereby surrender unto HER MAJESTY THE QUEEN IN RIGHT OF
CANADA, HER HEIRS AND SUCCESSORS, for a term of

SEVENTY-FIVE (75) YEARS

from date hereof, ALL AND SINGULAR that certain parcel or tract of land
and premises situate, lying and being in SARCEE INDIAN RESERVE NO. 145
in the Province of ALBERTA containing by
admeasurement 1,592.26 acres, be the same, more or less, and
being composed of:

Lot 1 as shown on C.L.S.R. Plan 57673

Lot 3 as shown on C.L.S.R. Plan 57674

Lot 4 and Road as shown on C.L.S.R. Plan 57676

Lots 6, 7 and 8 as shown on C.L.S.R. Plan 57814

and,

See Land Description attached
and marked as Schedule "A".

SCHEDULE "A"

All that part of Sarcee Indian Reserve No. 145 in Section 13, Township 23, Range 2 W. 5M. in the Province of Alberta which may be more particularly described as follows:

Commencing at a point on the east boundary of the said Section 13, said point lying 161 (one hundred and sixty-one) feet south of a D.L.S. Standard post marking the N.E. corner of the said section,

thence westerly parallel to the north boundary of the said section a distance of 2,000 (two thousand) feet to a point,

thence southerly parallel to the said east boundary a distance of 3,267 (three thousand, two hundred and sixty-seven) feet to a point,

thence easterly perpendicular to the said east boundary a distance of 2,000 feet more or less to the said east boundary of the said section 13,

thence northerly along the said east boundary to the point of commencement,

containing by admeasurement 150 acres more or less. To be confirmed by legal survey:

To Have And To Hold the same unto Her Majesty the Queen, Her Successors according to law, in trust to lease, subject to the following terms and conditions:

1. THAT the land shall be leased to Sarcee Developments Ltd., a wholly Band controlled enterprise, Or to such other company that may be formed by and on behalf of the Sarcee Band.
2. THAT the lease shall be for Commercial, Agriculture, Industrial, Housing and Recreational purposes.
3. THAT should the lease to the Band company be terminated for any reasons, then Her Majesty on behalf of the Sarcee Band, may grant to all sublessees leases for the unexpired term of such existing subleases, providing that such leases shall contain such terms and conditions as to carry out the intent of such subleases.
4. THAT the Lessee or other person having an interest in the surrendered lands may, with the approval of the Minister or his delegated authority, assign his interest in the surrendered lands or a part thereof to any other person.
5. THAT the land surrendered shall return to reserve lands status at the end of the surrender period; or prior to that time at the request of the Band Council providing the land is unencumbered.

And upon the further condition that moneys received from leasing shall be deposited to our Band Revenue Account and used for our benefit in accordance with the Terms of the Indian Act and administrative practices and regulations thereunder.

AND WE, the said Chief and Councillors of the said Saxe Indian
Reserve #145

DO, on behalf of our people and for ourselves, hereby ratify and
confirm, and promise to ratify and confirm, whatever the said Govern-
ment may do, or cause to be lawfully done, in accordance with the
surrender for leasing thereof.

IN WITNESS WHEREOF, we have here unto set our hands and affixed our
seals this sixth day of September, in the year of our Lord,
One thousand nine hundred and seventy-four.

SIGNED, SEALED and DELIVERED

IN THE PRESENCE OF:

J. K. K. K.

John Spryngshif

Gordon Spryngshif
Col. John Spryngshif
James Whitney
John Spryngshif
John Spryngshif
John Spryngshif

SUPERINTENDENT'S AFFIDAVIT
SURRENDER REFERENDUM - 1ST VOTE
SARCEE INDIAN RESERVE #145

C A N A D A)
Province of Alberta)
To Wit:)
In The Matter of Surrender
dated the 6th day of September 1974,
assented to by the electors of the
Sarcee Band of Indians pursuant to Section
39 Subsection 1 of the Indian Act and the
Indian Referendum Regulations.

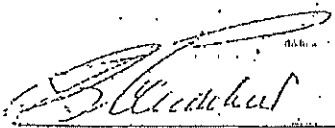
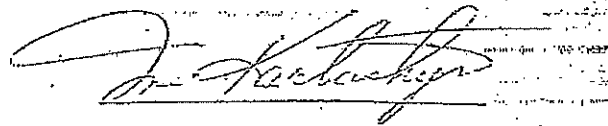
I, Mike Kartushyn in the Province
of Alberta, Superintendent of the
Blackfoot/Stoney/Sarcee District,
Alberta,

MAKE OATH AND SAY:

1. THAT the annexed surrender was assented to by a referendum
vote, a majority of the electors of the Sarcee Band of
Indians having cast ballots in favour of surrender.
2. THAT such assent was given by such vote on September 6,
1974, by the electors of the Sarcee Band of Indians in
accordance with the provisions of Subsection 1 of Section
39 of The Indian Act and The Indian Referendum Regulations.

SWORN BEFORE AT

Edmonton In
the Province of Alberta,
this 16th day of
September 1974



Commissioner for Oaths in
and for the Province of
Alberta. Commissioner for Oaths in and for the
Province of Alberta

Cert. No. No. 26992
Enacted by the Commissioner for Oaths May 7, 1975

CHIEF'S AFFIDAVIT
SURRENDER REFERENDUM - 1ST VOTE
SARCEE INDIAN RESERVE NO. 145

CANADA
Province of Alberta
To Wit:

In The Matter Of Surrender
dated the 6th day of September 1974,
assented to by the electors of the
Sarcee Band of Indians, pursuant
to Section 39, Subsection (1) of the
Indian Act and the Indian Referendum
Regulations.

I, Gordon Crowchild, Chief of
the Sarcee Band of Indians,
in the Province of Alberta,

MAKE OATH AND SAY:

1. THAT the annexed surrender was assented to by a referendum vote, a majority of the electors of the Sarcee Band of Indians having cast ballots in favour of surrender.
2. THAT such assent was given by such vote on September 6, 1974, by the electors of the Sarcee Band of Indians in accordance with the provisions of Subsection 1 of Section 39 of the Indian Act and the Indian Referendum Regulations.
3. THAT I am the Chief of the said Sarcee Band.

SWORN BEFORE ME
at Calgary in
the Province of Alberta,
this 10th day
of September, 1974.

Gordon Crowchild

[Signature]
Commissioner for Oaths in
and for the Province of Alberta.
Cert. No. 22002



CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

P.C. 1974-2644

3 December, 1974

HIS EXCELLENCY THE ADMINISTRATOR IN COUNCIL,
on the recommendation of the Minister of Indian Affairs
and Northern Development, is pleased hereby, pursuant
to section 40 of the Indian Act, to accept the attached
Surrender dated September 6, 1974, of 1592.26 acres of
Sarcee Indian Reserve Number 145 land in the Province
of Alberta and more particularly described in the
Surrender, which has been duly assented to by a
majority of the electors of the Sarcee Band of Indians
in the said Province in accordance with the provisions
of the Indian Act in order that the lands may be leased.

CERTIFIED TO BE A TRUE COPY
COPIÉ CERTIFIÉ CONFORMÉ

ASSISTANT CLERK OF THE PRIVY COUNCIL
LE GREFFIER ADJOINT DU CONSEIL PRIVÉ

This is Schedule "C" to an Agreement made as of
September 6, 1974 Between Her Majesty the
Queen in Right of Canada and Sarcee
Developments Ltd.

In Alberta;

In Sarcee Indian Reserve No. 145;

Lot 1 according to Plan 57673 in the Canada Land Surveys
Records at Ottawa;

Lot 3, according to Plan 57674 in said Records;

Lot 4 and Road, according to Plan 57676 in said Records;

Lots 6, 7, and 8, according to Plan 57814 in said Records;

and

All that part of the said Reserve in Section 13, Township 23,
Range 2, West of the Fifth Meridian, which may be more
particularly described as follows:

Commencing at a point on the East Boundary of the said Section 14,
said point lying 161 (one hundred and sixty-one) feet South of
a D.L.S. Standard post marking the North East corner of the said
Section;

Thence Westerly, parallel to the North Boundary of the said Section,
a distance of 2,000 (two thousand) feet to a point;

Thence Southerly, parallel to the said East Boundary, a distance
of 3,267 (three thousand, two hundred and sixty-seven) feet to a
point;

Thence Easterly, perpendicular to the said East Boundary a distance
of 2,000 (two thousand) feet, more or less, to the said East Boundary
of the said Section 13;

Thence Northerly along the said East Boundary to the point of commencement.

Said part to be confirmed by Legal Survey within two years.

Said lots, road, and part containing together 1592.26 acres, more or less.

recorded under

A copy of this map deposited
in the Land Titles Office
at Calgary as No. 57814

VEYS RECORDS

1 4

SV. 1972

BY OF

7 AND 8

3, 19, 20, 28, 29, 33, AND 34

W. 5 M.

I.R. No. 145

ALBERTA

This is Schedule "B" to an agreement made as of September 6, 1974,
between Her Majesty the Queen in Right of Canada, and
Sarcee Developments Ltd.

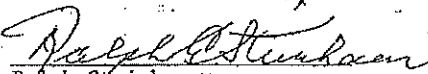
AFFIDAVIT OF SUBSCRIBING WITNESS

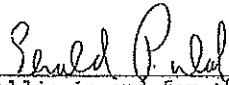
I, RALPH STEINHAUER, Lieutenant Governor of the Province of Alberta,

MAKE OATH AND SAY:

1. I am the subscribing witness to the attached lease made as of the 6th day of September, 1974, between HER MAJESTY THE QUEEN IN RIGHT OF CANADA and SARCEE DEVELOPMENTS LTD.
2. That I was personally present and did see JUDD BUCHANAN execute the lease hereto attached, on the SARCEE INDIAN RESERVE NO. 145 in the Province of Alberta.
3. I know the said JUDD BUCHANAN and he is of the full age of twenty-one years.
4. I verily believe that the person whose signature I witnessed is that of JUDD BUCHANAN.

Sworn before me at the Sarcee)
Indian Reserve, in the Province)
of Alberta, this 2 day of)
July, A.D. 1975)


Ralph Steinhauer



Notary Public in and for the)
Province of Alberta.)


AFFIDAVIT OF SUBSCRIBING WITNESS

I, SIDNEY STARLIGHT, of the Sarcee Indian Reserve No. 145 in the Province of Alberta, MAKE OATH AND SAY:

1. I am the subscribing witness to the attached lease made as of the 6th day of September 1974, between HER MAJESTY THE QUEEN IN RIGHT OF CANADA and SARCEE DEVELOPMENTS LTD.
2. That I was personally present and did see JUDD BUCHANAN execute the lease hereto attached, on the SARCEE INDIAN RESERVE NO. 145 in the Province of Alberta.
3. I know the said JUDD BUCHANAN and he is of the full age of twenty-one years.
4. I verily believe that the person whose signature I witnessed is that of JUDD BUCHANAN.

Sworn before me at the Sarcee
Indian Reserve in the Province
of Alberta, this 2 day of
July, A.D. 1975.


Notary Public in and for the
Province of Alberta.


Sidney Starlight

SCHEDULE "E"

Rights and Encumbrances Referred to in
Section 16.11 Hereof

FIRSTLY: The said portion of Section 13, Township 23,
Range 2, W.5Mer. being subject to:

- (a) Pipe line Easement dated the 27th day of July
A.D. 1937 in favour of Royalite Oil Company
Limited, Plan M2229 CLSR, on file in the
Indian Land Registry at Ottawa as Nos. 10549,
16460 and 16462.
- (b) Oil and Gas Lease No. 3427, dated the 27th day of
January, A.D. 1972 in favour of Gulf Oil Canada
Limited, and on file in the said Land Registry
as No. X12091.

SECONDLY: The said Lots 1 and 3 being subject to Oil and Gas
Lease No. 3427 dated the 27th day of January, A.D.
1972 in favour of Gulf Oil Canada Limited, and on
file in the said Land Registry as No. X12091.

THIRDLY: The said Lot 6 being subject to:

- (a) Oil and Gas Lease No. 3196 dated the 5th day
of March A.D. 1970 in favour of Phillips Petroleum
Ltd. Western Hemisphere, and on file in the
said Land Registry as No. 41326.
- (b) Oil and Gas Lease No. 3621 dated the 25th day
of February A.D. 1976, and on file in the said
Land Registry as No. 45979.
- (c) Permit dated the 10th day of November, A.D. 1970
in favour of Canadian Western Natural Gas
Company Limited for a regulator site, Plan
No. 56192 CLSR, and on file in the said Land
Registry, as No. X10875.
- (d) Permit No. 71-608 dated the 10th day of November
A.D. 1970 in favour of Canadian Western Natural
Gas Company Limited, for a gas pipe line right-of-
way, Plan 56170 CLSR, and on file in the said
Land Registry as No. 6516-208.
- (e) Permit No. 964, dated the 5th day of December,
A.D. 1962, in favour of Shell Oil Canada Limited,
for a gas pipe line right-of-way, Plan 50900
C.L.S.R., and on file in the said Land Registry
as No. 16484.

FOURTHLY: The said Lots, road and part being subject to:

- (a) A Permit dated the 1st day of January, 1963 in
favour of The City of Calgary on file in the said
Land Registry as No. 16485.
- (b) A Permit to Alberta Government Telephones dated
the 5th day of November, 1968, on file in the said
Land Registry as No. L 8086.

DATED:

A.D. 1977

AMENDMENT TO LEASE

FENERTY, ROBERTSON, PROWSE,
FRASER, BELL & HATCH
Barristers and Solicitors
P.O. Box 9300
Calgary, Alberta
T2P 2W5

File: 10794 BHJ

CANADA) I, Kenneth E. Warren of the City of
PROVINCE OF ONTARIO) Edmonton, in the Province of Alberta,
Regional Municipality) public servant
of OTTAWA-CARLETON)
TO WIT:) make oath and say:
)

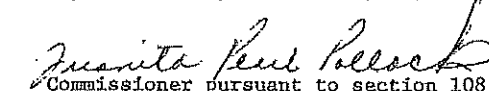
1. I was personally present and did see the within instrument
duly executed by Campbell Phillip Mackie of the Department of Indian
Affairs and Northern Development;

2. I know the said Campbell Phillip Mackie and that he is in
my belief of the full age of eighteen years.

3. I am the subscribing witness thereto.

SWORN before me in the)
Regional Municipality of)
OTTAWA-CARLETON, this 7th)
day of February 1977)




Commissioner pursuant to section 108 (a)
Indian Act - as of August 15, 1974.

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro consécutif

#535

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "Des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SARCEE BAND	Current Capital Balance Solde de capital	\$
AGENCY		Committed - Engagé	\$
DISTRICT	BLACKFOOT/STONE/ SARCEE	Current Revenue balance Solde de revenu	\$
PROVINCE	ALBERTA	Committed - Engagé	\$
PLACE			
NOM DE L'ENDROIT	SARCEE BAND ADMINISTRATION OFFICE		
DATE	3rd FEB. 77 DAY - MOIS AD 19 YEAR - ANNEE		

DO HEREBY RESOLVE:

Page 2.

DECIDE, PAR LES PRESENTES:

AND WHEREAS the Sarcee Band Council further wish to manifest their approval and consent, generally, to the proposed amendments to the said lease:

THE COUNCIL OF THE SARCEE BAND DOES HEREBY RESOLVE:

1. The Sarcee Band Council does hereby give its consent and approval to that proposed amending agreement serving to amend the lease entered into between Her Majesty the Queen in right of Canada, as represented by the Minister, as lessor party, and Sarcee Developments Ltd., as lessee party, made as of September 6, 1974, a copy of which said proposed amending agreement is annexed to and made part of this Band Council resolution;

2. To the extent that the provisions, or any of them, of the proposed amending agreement serve to reduce or adjust the amount payable to Her Majesty the Queen in right of Canada in respect of the surrendered lands hereby demised, the Sarcee Band

A quorum for said lease of
Pour cette bande le quorum estconsists of
fixé à
Council Members
Membres du Conseil

Council does hereby consent to the same."

(Councillor - conseiller) *Joe Di Palma* (Councillor - conseiller)
(Councillor - conseiller) *Ray Wilbey Jr.* (Councillor - conseiller)
(Councillor - conseiller) *M. Marmur* (Councillor - conseiller)
(Councillor - conseiller) *Fred English* (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec. 81 Art. de la Loi sur les Indiens
	A. Capital \$	B. Revenue - Revenu \$		
5. Recommended - Recommandable 7.2.77 Date Recommending Officer - Recommandé par			Approved - Approuvable Feb 7 1977 Date Approving Officer - Approuvé par	

DEMANDE D'ENREGISTREMENT

DES TERRES INDIENNES

APPLICATION FOR REGISTRATION

OF INDIAN LANDS

Les présentes requièrent l'enregistrement du document ci-après décrit suivant la Loi sur les Indiens, soit dans le registre des terres de réserve, soit dans le registre des terres cédées, suivant le cas.

The undersigned hereby requests that the document, the particulars of which are set out below, be entered, pursuant to the Indian Act either in the Reserve Land Register or in the Surrendered Lands Register as the case may be.

DESCRIPTION

PARTICULARS

NOM DES PARTIES ET LEURS ADRESSES SAUF POUR LA COURONNE:

NAME OF PARTIES AND ADDRESS OF ANY PARTY OTHER THAN THE CROWN:

Sarcee Developments Ltd.
R.E. 3 Calgary

NATURE DE L'ACTE :
TYPE OF INSTRUMENT:

Amendment to Lease & Supporting B.C.B.

DATE DE L'ACTE :
DATE OF INSTRUMENT:

February 4, 1977

DESIGNATION DE L'IMMEUBLE:

LAND DESCRIPTION

Province :

Alta.

As per Lease - Reg No. 42168

Réserve & No.:

Reserve & No.:

Parcelle :

Parcel :

NATURE DU DROIT OU DE L'OBLIGATION:

TYPE OF INTEREST OR CHARGE :

[Signature]

February 1, 1977

Signature du Requérant/Signature of Applicant

Date

FEB - 7 1977

Adresse/Address

NOTE:

Une demande d'enregistrement doit être produite séparément pour chaque droit ou obligation à enregistrer.

NOTE:

A separate application for registration must be submitted for each separate interest or charge.

License Reg. no. 41168

050975

K 191-50

FEB 7 3 56 PM '77

Succee

INDIAN RESERVE NO. 145

Alberta

Agreement

NUMBER OF PIECES 47

I CERTIFY THAT THE WITHIN INSTRUMENT IS DULY ENTERED INTO THE REGISTER'S OF INDIAN LANDS AT OTTAWA, IN ACCORDANCE WITH SECTIONS 21 & 55 OF THE INDIAN ACT.

S. Heanue
for REGISTRAR

PUBLIC ARCHIVE
CENTRE
OF DOCUMENTS
FEB 7 1977
OTTAWA

AMENDMENT TO LEASE

THIS AMENDMENT made as of the 4 day of February, 1977.

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada,
as represented by the Minister of Indian
Affairs and Northern Development, (referred
to herein as the "Minister")

hereinafter referred
to as the "LESSOR"

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated
under the laws of the Province of Alberta,
with its office located at R.R. #3, in the
City of Calgary, in the Province of Alberta,

hereinafter referred
to as the "LESSEE"

WHEREAS the parties hereto entered into a certain
Indenture of Lease dated the 6th day of September, 1974, a
true copy of which is annexed hereto as Schedule "A", and;

WHEREAS the parties have agreed to the following
amendment of the aforementioned Lease;

NOW THEREFORE THIS INDENTURE WITNESSETH that in
consideration of these covenants and the terms and covenants
of the Lease and of the sum of \$1.00 paid by the Lessee to
the Lessor, the receipt of which is hereby acknowledged, the
Lessee and Lessor do agree to amend the aforementioned Lease
as follows:

1. The said Lease is hereby amended by adding immediately
after paragraph 4.01, the following further paragraph:

"4.01.01 Expenses approved of by the Minister, as
referred to in paragraph 4.01(ii) above, shall include,
but not be restricted to:

(i) outgoings of the Lessee of every nature and
kind whatsoever which are incurred, expended or
set aside from time to time to earn the aggregate

annual revenue;

(ii) payments made to reduce or extinguish any indebtedness (including interest and expenses relating thereto), incurred with respect to any loan or loans made to the Lessee by a lender, with the approval of the Minister (such an indebtedness being hereinafter referred to as an "Approved Indebtedness"), and the Minister, upon granting his approval, may direct that the indebtedness payable to any one such lender shall be paid in priority to any other such loan indebtedness of the Lessee;

(iii) any amount for which the Lessee has set up as a reserve in its books for the payment for future operating or capital funding until such reserve is no longer required by the Lessee for future operating or capital funding, at which time such reserves shall be included in the aggregate annual revenue of the Lessee".

2. Section 4.03 is hereby amended by adding thereto immediately after the word "whatsoever", the further words "except to the extent permitted by Section 4.01(ii)", so that the said section shall read:

"Section 4.03. The Lessee shall pay the rent on the due dates without any deduction whatsoever except to the extent permitted by Section 4.01 (ii)."

3. There shall be added immediately after Section 7.01, the following:

"7.01.01. The Lessee may grant a sublease of all or any part of the within lands for the unexpired residue of the term of the within lease, except the last day thereof, to a lender to whom an Approved Indebtedness is payable by the Lessee, as security

for such Approved Indebtedness and such sublease shall not be required to comply with the provisions of Section 7.01 hereof if the Minister shall consent to or approve of same."

4. Section 8.01 and Section 8.02 are hereby amended by deleting the same in their entirety and by substituting therefor the following:

"Section 8.01. Subject to the provisions of Section 8.02 hereof, if the Lessee shall at any time during the term

- (i) fail to pay the rent reserved hereunder within thirty (30) days after the same shall become payable, whether formally demanded or not; or
- (ii) fail to pay any applicable taxes on the land and improvements to the appropriate authorities within one hundred and twenty (120) days of the mailing of the tax notices; or
- (iii) fail to perform or observe any covenant, term or condition, contained in this lease which calls for the payment of money by the Lessee to the Lessor; or
- (iv) have a Director or a Shareholder of Sarcee Developments Ltd. who is not a member of the Sarcee Band of Indians

the Lessor may give notice in writing to the

Lessee of the Lessee's default under any of paragraphs

(i) to (iv) of this Section 8.01 requiring the same to be remedied within ninety (90) days of the date of mailing of the notice from the Lessor. If the Lessor shall give notice to the Lessee as aforesaid, it shall on the same date give notice in writing of such default of the Lessee to the Sarcee Band Council and to each party holding a sublease granted pursuant to Section 7.01.01 who has notified the Lessor in writing of its interest and of its address for the purpose of giving such notice. The Sarcee Band Council or any such party holding a sublease granted pursuant to Section 7.01.01 shall have the right to remedy or cause to be

remedied such default within ninety (90) days of the mailing of the said notice. If such default shall not have been remedied within the ninety (90) days referred to above, it shall be lawful for the Lessor, without further notice, to declare the term ended and this lease terminated and thereupon this agreement and everything it contains and the estate or term, shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken provided that the Lessor shall nevertheless be entitled to recover from the Lessee the rent then accrued, or accruing, and moreover that any right of action by the Lessor against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this lease shall not be prejudiced.

Provided that the Lessor agrees to replace, on the request of any sublessee affected by such termination, any sublease in good standing, by a lease for the balance of the unexpired term of such sublease which lease shall contain terms and conditions as to carry out the intent of the sublease."

"Section 8.02. Section 8.01 shall only apply if and so long as any Approved Indebtedness is outstanding and, when and so long as there is no Approved Indebtedness outstanding, the provisions of Section 8.03 shall apply in place of Section 8.01."

5. There shall be added immediately after Section 8.02, a further section, numbered 8.03, as follows:

"Section 8.03. If the Lessee shall at any time during the term

(i) fail to pay the rent reserved hereunder within thirty (30) days after the same shall become

payable, whether formally demanded or not; or

- (ii) fail to pay any applicable taxes on the land and improvements to the appropriate authorities within one hundred and twenty (120) days of the mailing of the tax notices; or
- (iii) fail to perform or observe any covenant, term or condition contained in this lease; or
- (iv) have a Director or a Shareholder of Sarcee Developments Ltd. who is not a member of the Sarcee Band of Indians

the Lessor may give notice in writing to the Lessee of the Lessee's default under any of the paragraphs (i) to (iv) of this Section 8.03 requiring the same to be remedied within ninety (90) days of the date of mailing of the notice from the Lessor. If the Lessor shall give notice to the Lessee as aforesaid it shall on the same date give notice in writing of such default of the Lessee to the Sarcee Band Council and to each party holding a sublease granted pursuant to Section 7 who has notified the Lessor in writing of his interest and of his address for the purpose of giving such notice. The Sarcee Band Council or any such party holding a sublease granted pursuant to Section 7 shall have the right to remedy such default within ninety (90) days of the mailing of the said notice. If the Lessee, the Sarcee Band Council or any party holding a sublease granted pursuant to Section 7 shall fail to remedy any default within the ninety (90) days, then it shall be lawful for the Lessor, without notice, to declare the term ended and this lease terminated and thereupon this agreement and everything it contains and the estate or term, shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken provided that the Lessor shall nevertheless be entitled to recover from the Lessee

the rent then accrued, or accruing, and moreover that any right of action by the Lessor against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this lease shall not be prejudiced. Provided that the Lessor agrees to replace, on the request of any sublessee affected by such termination, any sublease in good standing, by a lease for the balance of the unexpired term of such sublease which lease shall contain terms and conditions as to carry out the intent of the sublease."

6. Sections 16.03 and 16.13 are hereby deleted in their entirety.

7. Section 16.11 is hereby deleted in it's entirety and substituted with the following:

"Section 16.11 This Lease shall be subject to all prior rights and encumbrances as listed in Schedule 'E'."

8. Section 16.14 is hereby amended by adding the word "of" immediately after the word "money" in the third line thereof.

9. The paragraph in Schedule C of the lease, which paragraph begins with the phrase "Commencing at a point on the East Boundary . . ." is hereby amended by deleting the number "14" where it appears therein and substituting the number "13" therefor so that the said paragraph will now read as follows:

Commencing at a point on the East Boundary of the said Section 13, said point lying 161 (one hundred and sixty-one) feet South of a D.L.S. standard post marking the North East corner of the said Section;

10. The said lease, as hereby amended, is approved and confirmed in all respects.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment to Lease all as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED,
in the presence of:

Witness to the signature of:

[Signature]
Minister of Indian Affairs
and Northern Development

SARCEE DEVELOPMENTS LTD.

PER: *[Signature]* Pres.

PER: *[Signature]* Treas.

PER: *[Signature]*

PER: *[Signature]* V.P.

PER: *[Signature]* Sec.

(C/S)

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated under the laws of the Province of Alberta, with its office located at R.R. #3 in the City of Calgary, in the Province of Alberta.

SURRENDER

IN CONSIDERATION of Ten Dollars (\$10.00) paid to us by the Sarcee Indian Band, We do hereby surrender and yield up from the day of the date hereof unto HER MAJESTY THE QUEEN, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development,

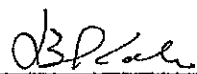
that portion of Lot 11, Plan 67856 (C.L.S.R.) located within the S.E. 1/4 of Section 13-23-2-W5th and described as follows:

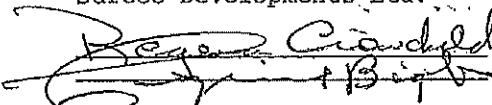
Commencing at a point on the east boundary of Lot 11 a distance of 30 metres measured northerly thereon from the southeast corner thereof; thence southerly along the easterly boundary of Lot 11 to the south-east corner thereof; thence westerly and along the south boundary of Lot 11 a distance of 380.06 metres to a point; thence northerly and perpendicular to the said south boundary of Lot 11 a distance of 170 metres to a point; thence easterly and parallel to the said south boundary of Lot 11 a distance of 207.63 metres to a point; thence southerly and perpendicular to the said south boundary of Lot 11 a distance of 140 metres to a point; thence easterly and parallel to the said south boundary of Lot 11 to the point of commencement.

leased by the Queen to Sarcee Developments Ltd. in the Lease made between Her Majesty the Queen and Sarcee Developments Ltd. dated September 6th, 1974 as amended and the term therein created.

DATED the 28 day of May, 1984.

Sarcee Developments Ltd.


REGIONAL DIRECTOR GENERAL
Dept. of Indian Affairs and
Northern Development


+ Bipl



**Aboriginal Affairs and Northern Development Canada
Application for Registration**

**Affaires autochtones et Développement
du Nord Canada
Demande d'enregistrement**

Please send two copies of this document to your regional Aboriginal Affairs and Northern Development Canada office listed in the 'Contact Us' directory.

S'il vous plaît envoyer deux copies de ce document à votre bureau régional des Affaires autochtones et Développement du Nord Canada. Les coordonnées peuvent être trouvées dans l'annuaire 'Contactez-nous'.

The undersigned hereby requests that the instrument, the particulars of which are set out below, be entered, pursuant to the Indian Act, in the appropriate register of the Indian Land Registry.

Le/La soussigné(e) demande par la présente que le document dont les détails sont indiqués ci-dessous, soit inscrit conformément à la loi sur les Indiens dans le Registre des terres indiennes concerné.

Registration # /
au registre

6085345

Received Date /
Date au registre

2015/04/30

Regional File # / # de dossier régional

5670-06639-4

NAME OF PARTIES TO INSTRUMENT / NOM DES PARTIES DU DOCUMENT

Grantor / Cédant

Name / Nom

CROWN CANADA

Grantee / Cessionnaire

Name / Nom

SARCEE DEVELOPMENTS LTD

Instrument Type / Type de document: Amendment 057

Instrument Date / Date du document: 2015/04/29

Purpose / Objet:

Remarks / Remarques: AMENDMENT TO LEASE REG #41168
AMENDS AND REPLACES SECTIONS 2.04 & 16.11 (SCHEDULE "E" IS FROM
ADDENDUM REG #50975), AND SCHEDULE "C". SCHEDULE "D" IS DELETED.
ALSO SEE ADDENDUM REG #50975 AND PARTIAL RELINQUISHMENT OF
LOT 11-1 CLSR 70140 REG #99909

LAND DESCRIPTION / DESCRIPTION DE LA TERRE

Province: ALBERTA

Reserve Name / Nom de la réserve: 06639 - TSUU T'INA NATION 145

Legal Description - Land Affected / Description Légal - Terre: LOT 1 Canada Lands Surveys Record 57673

List of Supporting documentation (must be attached to document or a registration number quoted) /

Liste des documents de support annexés (doivent être attachés ou cités un numéro d'enregistrement):

Applicant Email:

Band Email:

Signature of Applicant
Signature du requérant

Tel. # of Applicant
Tél. du requérant

email
courriel

Date

Return To:

DOLORES THOMAS
630 Canada Place, 9700 Jasper Ave
Edmonton, ALBERTA
T5J 4G2

Registration Number / Numéro d'enregistrement: 6085345

Registration Date / Date d'enregistrement: May 1, 2015 and Time / et heure: 2:01 pm

Signature of Registration Office / Signature de l'officier d'enregistrement

2015/5/01
Date



**Aboriginal Affairs and Northern Development Canada
Application for Registration**

**Affaires autochtones et Développement
du Nord Canada
Demande d'enregistrement**

Please send two copies of this document to your regional Aboriginal Affairs and Northern Development Canada office listed in the 'Contact Us' directory.

S'il vous plaît envoyer deux copies de ce document à votre bureau régional des Affaires autochtones et Développement du Nord Canada. Les coordonnées peuvent être trouvées dans l'annuaire 'Contactez-nous'.

Comments / Commentaires:

Reason for return / la raison du retour

Signature of Registration Office / Signature de l'officier d'enregistrement

Date

THIRD AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT made as of the 29th day of April, 2015.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs and Northern
Development

(the "**Lessor**")

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated under the laws of
the Province of Alberta and carrying on business in the Province of Alberta

(the "**Lessee**")

WHEREAS:

- A. The lands leased under the Lease (as defined below) (the "**Lands**") are part of the Tsuu T'ina Reserve I.R. 145, which is set apart by the Lessor for the use and benefit of Tsuu T'ina Nation (the "**Nation**");
- B. The Lands were surrendered for the purpose of being leased by a surrender that is not absolute dated September 6, 1974 and accepted by the Governor General in Council by P.C 1974-2644 dated December 3, 1974 and registered in the Indian Lands Registry ("**ILR**") under Registration No. 37900 (the "**Surrender**");
- C. The Surrender was partially revoked by partial revocation and amendment of surrender dated October 25, 1985 and accepted by the Governor General in Council by P.C. 1988-504 dated March 17, 1988 and registered in the ILR under Registration No. 205209; and by revocation of surrender dated July 21, 1992 and accepted by Governor-in-Council by P.C.1993-652 dated March 30, 1993 and registered in the ILR under Registration No. 213278 (the "**Amended Surrender**");
- D. The Lands were leased to the Lessee by way of Lease between the Lessor and Lessee (the "**Parties**") dated September 6, 1974 and registered in the ILR under Registration No. 41168 (the "**Lease**");

- E. The Parties amended the Lease pursuant to an amendment to lease dated February 4, 1977 and registered in the ILR under Registration No. 50975 (the "**First Lease Amendment**");
- F. The Parties further amended the Lease pursuant to a surrender agreement and relinquishment dated May 28, 1984 and registered in the ILR under Registration No. 99909 (the "**Second Lease Amendment**");
- G. The Nation entered into an agreement with the Province of Alberta ("**Alberta**") in respect of the transfer of certain lands within Tsuu T'ina Reserve No. 145, as shown on a plan of survey recorded in Canada Lands Survey Records as registration number 103574 (the "**TUC Lands**"), to Alberta and as more particularly described in Schedule "A";
- H. The Nation and Alberta have requested that the Lessor authorize the transfer of the TUC Lands pursuant to section 35 of the *Indian Act* and issue a transfer of administration and control ("**TAC**") to Alberta;
- I. A portion of the Lands is located on the TUC Lands;
- J. The Parties have agreed to further amend the Lease as set out herein; and
- K. The Council of the Tsuu T'ina Nation has by Band Council Resolution number 3262 dated March 24, 2015, attached as Schedule "B", authorized and directed the amendment of the Lease as set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree that the Lease will be amended as follows:

- 1. Section 2.04 in the Lease is to be amended and replaced by the following:
"2.04 "Land" means the land described in Section 3.01;"
- 2. Section 16.11 in the Lease is to be amended and replaced by the following:
"This Lease shall be subject to all third party encumbrances, but only to the extent such encumbrances constitute valid and enforceable encumbrances on the Land at the date of this Third Amendment of Commercial Lease, which include but may not be limited to the encumbrances as listed in Schedule "E"."
- 3. Schedule "C" in the Lease is to be amended and replaced by Schedule "C" attached to this amendment.
- 4. Schedule "D" in the Lease is to be deleted.
- 5. All other terms, clauses and provisions in the Lease, save as amended by the First Lease Amendment, the Second Lease Amendment and this Amendment,

remain the same and are hereby reaffirmed and shall continue in full force and effect, and this Amendment shall form part of the Lease.


6. This Third Amendment of Commercial Lease shall be effective upon the Lessor executing the TAC.

[Balance of page intentionally left blank. Execution pages to follow.]


IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Third Amendment Commercial Lease on the day, month and year written above.

**SIGNED, SEALED AND
DELIVERED** in the presence of:

**HER MAJESTY THE QUEEN IN RIGHT
OF CANADA** as represented by the Minister
of Indian Affairs and Northern Development

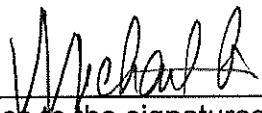


Witness to the signature of the
Lessor's representative




Jamie Brown
Director,
Lands and Economic Development –
Intergovernmental Relations

SARCEE DEVELOPMENTS LTD.

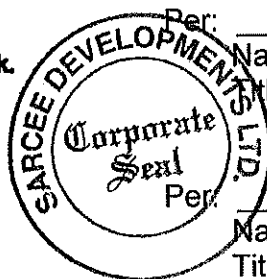


Witness to the signatures of the
Lessee's representatives

Per: 

Name: Dean Manywounds
Title: President

MICHAEL J. CLARK
Barriester & Solicitor for Alberta & Sask.
1600 - 520 - 3rd Avenue S.W.
Calgary, AB T2P 0R3
403-693-4300 mclark@mlt.com



c/s

Schedule "A"
Legal Description of the TUC Lands

In the Province of Alberta, in Tsuu T'ina Indian Reserve No. 145, within Township 23, Range 2, W5M and being the Road as shown on a Registration Plan deposited in the Canada Lands Survey Records under number 103574 CLSR as comprising 428.167 hectares (1,058.0 acres), more or less.

Excepting thereout all mines and minerals, whether precious or base, solid, liquid or gaseous.

Schedule "B"
Band Council Resolution no. 3262



Indian and Northern
Affairs Canada


Affaires Indiennes
et du Nord Canada

Chronological no. - N° - N° consecutive

BAND COUNCIL RESOLUTION

File reference no. - N° de référence du dossier

3262


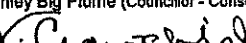
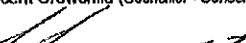

The council of the Le conseil de		TSUU T'INA NATION			
Date of duly convened meeting Date de l'assemblée dûment convoquée		D-J 2 4	M 0 3	Y-A 1 5	Province Alberta

AT A DULY CONVENED Band Council ("Council") meeting of the Tsuu T'ina Nation (the "Nation") held on the 24th day of March, 2015, the Nation passed the following Band Council Resolution:

WHEREAS:

- A. Indian Reserve No. 145 (the "Reserve") has been set apart for the use and benefit of the Nation;
- B. Her Majesty the Queen in right of Alberta as represented by the Minister of Infrastructure ("Alberta") has requested the entire interest of Her Majesty in right of Canada ("Canada") in a portion of the Reserve comprising 1,058 acres, excluding mines and minerals (the "Land");
- C. Alberta requires the Land to complete the transportation and utility corridor ("TUC") for the City of Calgary which currently comprises the land described in Schedule A of the *Calgary Restricted Development Area Regulations*, A.R. 212/76 as amended from time to time, together with all associated infrastructure thereon constructed or authorized by Alberta;
- D. The Nation and Alberta have negotiated a Final Agreement (the "Final Agreement") dated November 27, 2013 pursuant to which the Nation will consent to the transfer of administration and control of the Land from Canada to Alberta pursuant to section 35 of the *Indian Act*, R.S.C. 1985, c. 1-5 (the "*Indian Act*");
- E. In consideration for the transfer of administration and control of the Land from Canada to Alberta, Alberta will:
- a. transfer administration and control of certain other lands owned by Alberta identified on the map attached as Schedule 1 and on the plan registered in the Alberta Land Titles Office on December 4, 2014 as Plan 1413283 (the "Additional Lands"), comprising 5,338.16 acres, to Canada to be set apart as reserve within the meaning of the *Indian Act* for the use and benefit of the Nation in accordance with Canada's Additions to Reserves Policy, subject to:
 - i. the Nation paying \$1,643,200 for the 320 acres of the Additional Lands described as W½ Section 20-23-5-W5M shown highlighted in blue in Schedule 1; and
 - ii. the fibre optic cable right of way within Section 36-23-5-W5M as shown on LTO Plan 951 1885;
 - and
 - b. pay to the Receiver General for Canada the sum of \$275,000,000.00 for the use and benefit of the Nation;

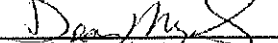
Quorum


Stanley Big Plume (Councillor - Conseiller)

Vincent Crowchild (Councillor - Conseiller)

Leon Littlelight (Councillor - Conseiller)

Ellery Starlight (Councillor - Conseiller)

Roy Whitney-Onespot (Chief - Chef)

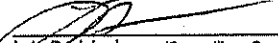

Emmet Crowchild (Councillor - Conseiller)

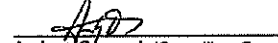

Brent Dodginghorse (Councillor - Conseiller)

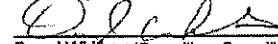

Dean Manywounds (Councillor - Conseiller)


Emil Starlight (Councillor - Conseiller)

Regena Crowchild (Councillor - Conseiller)


Lyle Dodginghorse (Councillor - Conseiller)


Andrew Onespot (Councillor - Conseiller)


Darryl Whitney (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY

Expenditure - Dépense	Authority (Indian Act Section) Autorité (Article de la Loi sur les Indiens)	Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu	Expenditure - Dépense	Authority (Indian Act Section) Autorité (Article de la Loi sur les Indiens)	Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
Recommending Officer - Recommandé par _____ Signature Date			Recommending Officer - Recommandé par _____ Signature Date		
Approving Officer - Approuvé par _____			Approving Officer - Approuvé par _____		

Canada



Indian and Northern
Affairs Canada


Affaires indiennes
et du Nord Canada

Chronological no. - N° - N° consecutive

BAND COUNCIL RESOLUTION

File reference no. - N° de référence du dossier

3262





The council of the Le conseil de		TSUU T'INA NATION			
Date of duly convened meeting Date de l'assemblée dûment convoquée		D-J 2 4	M 0 3	Y-A 1 5	Province Alberta



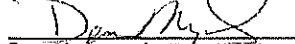

- F. To permit clear title to the Land to be transferred by Canada to Alberta, it is necessary for certain federal interests in the Land granted pursuant to the *Indian Act* or otherwise to be relinquished, in respect of those interests which lie entirely within the Land, or amended, in respect of those interests which lie partly within the Land and partly within the Nation's remaining Reserve lands.

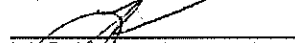
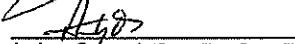

THEREFORE BE IT RESOLVED THAT:

1. The Nation authorizes and directs Canada to enter into Relinquishments with the third parties listed in Schedule "A" in relation to the respective federal interests issued in favour of those third parties.
2. The Nation authorizes and directs Canada to enter into Amendments with the third parties listed in Schedule "B" in relation to the respective federal interests issued in favour of those third parties.
3. The execution, delivery and performance by the Chief and/or any Councillor of the Nation, for and on behalf of the Nation, of such deeds, instruments or other documents required to give effect to the foregoing resolution, with such modifications as the Chief and/or Councillor shall, in his or her sole discretion, deem necessary, be and are hereby authorized, approved, ratified and confirmed.

Quorum 7


Stanley Big Plume (Councillor - Conseiller)

Vincent Crowchild (Councillor - Conseiller)

Leon Littlelight (Councillor - Conseiller)

Elery Starlight (Councillor - Conseiller)

Roy Whitney-Onespot (Chief - Chef)

Emmet Crowchild (Councillor - Conseiller)

Brent Dodginghorse (Councillor - Conseiller)

Dean Manywounds (Councillor - Conseiller)

Emil Starlight (Councillor - Conseiller)

Regena Crowchild (Councillor - Conseiller)

Lyle Dodginghorse (Councillor - Conseiller)

Andrew Onespot (Councillor - Conseiller)

Darryl Whitney (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY

Expenditure - Dépenses	Authority (Indian Act Section) Autorité (Article de la Loi sur les Indiens)	Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu	Expenditure - Dépenses	Authority (Indian Act Section) Autorité (Article de la Loi sur les Indiens)	Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
Recommending Officer - Recommandé par Signature _____ Date _____			Recommending Officer - Recommandé par Signature _____ Date _____		
Approving Officer - Approuvé par			Approving Officer - Approuvé par		

Canada

SCHEDULE "A"

Relinquishments

1. Relinquishment of permit in respect of Bullhead Road (ILR Instrument No. 349314)
2. Relinquishment of permit in respect of Enmax substation (ILR Instrument No. 16461)
3. Relinquishment of easement in respect of ATCO pipeline near Sarcee Trail (ILR Instrument No. 84671)
4. Relinquishment of easement in respect of ATCO pipeline and blowdown facility (ILR Instrument No. 84675)

SCHEDULE "B"

Amendments

1. Amendment of head lease in respect of Lot 18 (Business Park) (ILR Instrument No. 349355)
2. Amendment of head lease in respect of Lots 1, 3, 4 (road), 6, 7, 8 and 11 (ILR Instrument No. 41168)
3. Amendment of head lease in respect of Lot 50 (Casino) (ILR Instrument No. 339499)
4. Amendment of permit in respect of Grey Eagle Drive/Strathcona Road (Gaming) (ILR Instrument No. 339492)
5. Amendment of permit in respect of Grey Eagle Drive/Strathcona Road (Hospitality) (ILR Instrument No. 6076875)
6. Amendment of permit in respect of Enmax power line in east 30 feet of reserve (ILR Instrument No. 230900)
7. Amendment of permit in respect of ATCO "blanket" distribution easement (ILR Instrument No. 70224)
8. Amendment of replacement permit in respect of Sarcee storm sewer (ILR Instrument No. 84669)
9. Amendment of replacement permit in respect of Casino storm sewer (ILR Instrument No. 42929)
10. Amendment of replacement permit in respect of sanitary sewer (ILR Instrument No. 84666)
11. Amendment of easement in respect of TransAlta/AltaLink transmission line in north 100 feet of reserve (ILR Instrument No. X10548)
12. Amendment of easement in respect of TransAlta/AltaLink transmission line diagonally crossing the 940 lands (ILR Instrument No. X16470)
13. Amendment of easement in respect of ATCO pipeline diagonally crossing the 940 lands (ILR Instrument No. X16488)
14. Amendment of easement in respect of Plains Midstream pipelines (ILR Instrument No. X10549)

Schedule "C"

Replacement of Schedule "C"

All those lands situate, lying and being in the Reserve, more particularly known and described as:

In the Province of Alberta, in Tsuu T'ina Indian Reserve No. 145:

Lot 1, according to the Registration Plan deposited in the Canada Land Survey Records at Ottawa under number 57673, comprising 4.05 hectares (10 acres), more or less;

Lot 3, according to the Registration Plan deposited in the Canada Land Survey Records at Ottawa under number 57674, comprising 4.86 hectares (12 acres), more or less, excluding the portion of Lot 3 lying within the boundaries of the Registration Plan deposited in the Canada Lands Survey Records under number 103574 CLSR, the area of the exclusion and remainder to be confirmed by legal survey;

Lot 4 and Road, according to the Registration Plan deposited in the Canada Land Survey Records at Ottawa under number 57676, comprising 79.72 hectares (197 acres), more or less, excluding those portions of Lot 4 and Road lying within the boundaries of the Registration Plan deposited in the Canada Lands Survey Records under number 103574 CLSR, together comprising 15.234 hectares (37.64 acres), more or less, the area of the remainder comprising 64.489 hectares (159.35 acres), more or less;

Lots 6, 7 and 8, according to the Registration Plan deposited in the Canada Land Survey Records at Ottawa under number 57814, comprising 495.05 hectares (1,223.26 acres), more or less;

The area of said lots and Road to be confirmed by legal survey of the exclusion from and remainder of Lot 3.



Application for Registration

Privacy Act Statement

*This statement explains the purposes and use of your personal information. Only information needed to respond to program requirements will be requested. Collection and use of personal information is in accordance with the Privacy Act. In some cases, information may be disclosed without your consent pursuant to subsection 8(2) of the Privacy Act.

The collection and use of your personal information for this Statutory Declaration is authorized by sections 21 - 55 of the Indian Act <http://laws-lois.justice.gc.ca/eng/acts/i-5/> and is required for your participation.

We will use your personal information, your contact information, for the processing of the form. We share the personal information you give us with Bands (First Nation Governments) for whom AANDC tracks this. The information collected is described in Personal Information Bank "Monitoring and Compliance of Reserve Land Instruments", AANDC PPJ 096, detailed at <http://www.aandc-aandc.gc.ca/eng/1100100011039/1100100011040>, will be retained for a period of 30 years after the last administrative action and then transferred to Library and Archives Canada (LAC) as archival records.

As stated in the Privacy Act, you have the right to access your personal information and request changes to incorrect information. Contact our office (toll-free) at 1-800-567-9804 to notify us about incorrect information. For more information on privacy issues and the Privacy Act in general, you can consult the Privacy Commissioner at 1 (800) 282-1376.

Please send two copies of this document to your regional Aboriginal Affairs and Northern Development Canada office listed in the 'Contact Us' directory.

Registration Number	Received Date	Regional File Number
6092434	2016/05/20	5643-06639-12

NAME OF PARTIES TO INSTRUMENT

Grantor

Name

CROWN CANADA

Grantee

Name

SARCEE DEVELOPMENTS LTD.

Instrument Type

Amendment 057

Instrument Date

2016/05/10

Purpose

Remarks

FOURTH AMENDMENT OF LEASE REG #41168 AMENDS LAND DESCRIPTION TO REVOKE PORTIONS OF THE LEASED AREA BY REPLACING SCHEDULE 'C' WHICH REMOVES LOT 56 CLSR 105269 (REMAINDER OF LOT 3 CLSR 57674) AND PORTION OF ROAD CLSR 57676 WITHIN CLSR 103574; AND ADDS LOT 48 CLSR 103680 AND ROAD REMAINDER (PREVIOUSLY LOT 4 AND ROAD CLSR 57676) FIRST LEASE AMENDMENT REG #50975 SECOND LEASE AMENDMENT REG #99909 THIRD LEASE AMENDMENT REG #6085345 SURRENDER FOR LEASE REG #37900 PARTIAL REVOCATION REG #205209 PARTIAL REVOCATION OF SURRENDER REG #213278

LAND DESCRIPTION

Province :

ALBERTA

Reserve Name

06639 - TSUJ T'INA NATION 145

Legal Description - Land Affected

REMOVES LOT 56 CLSR 105269 (REMAINDER OF LOT 3 CLSR 57674) AND PORTION OF ROAD CLSR 57676 WITHIN CLSR 103574; AND ADDS LOT 48 CLSR 103680 AND ROAD REMAINDER CLSR 57676 (PREVIOUSLY LOT 4 AND ROAD CLSR 57676)

List of Supporting documentation (must be attached to document or a registration number quoted)

Applicant Email : mitchell.reynaud@aandc.gc.ca

Band Email :

Signature of Applicant

Tel. number of Applicant

email

Date

Return To :

Mitchell Reynaud

Registration Number

6092434

Registration Date:

JUN 16 2016

and Time:

2:59 PM EST

Signature of Registration Officer

Date

Comments

Reason for return

Signature of Registration Officer

Date

FOURTH AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT made as of the 10 day of May, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs and Northern
Development

(the "**Lessor**")

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated under the laws of
the Province of Alberta and carrying on business in the Province of Alberta

(the "**Lessee**")

WHEREAS:

- A. The lands leased under the Lease (as defined below) are part of the Tsuu T'ina Reserve I.R. 145 (the "**Lands**"), which is set apart by the Lessor for the use and benefit of Tsuut'ina Nation (the "**Nation**");
- B. The Lands were surrendered for the purpose of being leased by a surrender that is not absolute dated September 6, 1974 and accepted by the Governor General in Council by P.C 1974-2644 dated December 3, 1974 and registered in the Indian Lands Registry ("**ILR**") under Registration No. 37900 (the "**Surrender**");
- C. The Surrender was partially revoked by partial revocation and amendment of surrender dated October 25, 1985 and accepted by the Governor General in Council by P.C. 1988-504 dated March 17, 1988 and registered in the ILR under Registration No. 205209; and by revocation of surrender dated July 21, 1992 and accepted by Governor General in Council by P.C.1993-652 dated March 30, 1993 and registered in the ILR under Registration No. 213278;
- D. The Lands were leased to the Lessee by way of a commercial lease between the Lessor and Lessee (the "**Parties**") dated September 6, 1974 and registered in the ILR under Registration No. 41168 (the "**Commercial Lease**");

- E. The Parties amended the Commercial Lease pursuant to an amendment to lease dated February 4, 1977 and registered in the ILR under Registration No. 50975 (the "**First Lease Amendment**");
- F. The Parties further amended the Commercial Lease pursuant to a surrender agreement and relinquishment dated May 28, 1984 and registered in the ILR under Registration No.99909 (the "**Second Lease Amendment**");
- G. The Parties further amended the Commercial Lease pursuant to an amendment of lease agreement dated April 29, 2015 and registered in the ILR under Registration No.6085345 (the "**Third Lease Amendment**");
- H. The Parties have agreed to further amend the Commercial Lease to remove a portion of the Lands; and
- I. The Council of the Tsuut'ina Nation has by Band Council Resolution number 3337 dated May 10, 2016, attached hereto as Schedule "A", authorized and directed this Fourth Amendment of Commercial Lease as set out herein.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree that the Commercial Lease will be amended as follows:

1. Schedule 'C' in the Lease is to be amended and replaced by the amended Schedule 'C' which is attached to this Fourth Amendment of Commercial Lease as Schedule 'B'.
2. All other terms, clauses and provisions in the Commercial Lease, save as amended by the First Lease Amendment, the Second Lease Amendment, the Third Lease Amendment and this amendment, remain the same and are hereby reaffirmed and shall continue in full force and effect, and this amendment shall form part of the Commercial Lease.

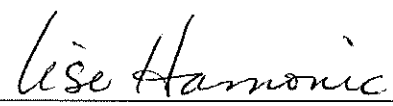
[Balance of page intentionally left blank. Execution page to follow.]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Fourth Amendment of Commercial Lease on the day, month and year written above.

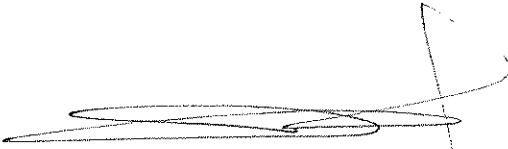
**SIGNED, SEALED AND
DELIVERED** in the presence of:


Witness to the signature of the
Lessor's representative
Darrell Crowchild

**HER MAJESTY THE QUEEN IN RIGHT
OF CANADA** as represented by the Minister
of Indian Affairs and Northern Development


Lise Hamonic
A/Director,
Lands and Economic Development –
Intergovernmental Relations

SARCEE DEVELOPMENTS LTD.


Witness to the signatures of the
Lessee's representatives
Darrell Crowchild


Per: 
Name: Brent Dodginghorse
Title: President

Per: 
Name: Emil Starlight
Title: Vice-President



Schedule "A"
Band Council Resolution
(see attached)

RE:

 INDIAN AND NORTHERN AFFAIRS CANADA					Chronological No.	
BAND COUNCIL RESOLUTION					File Reference No.	
					BCR #: 3337	
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.						
The Council of the: TSUUT'INA NATION					Cash Free Balance	
Date of Duly Convened Meeting:	Date	Month	Year	Province	Capital Account \$ _____	
	1	0	0	5	1	6
				Alberta	Revenue Account \$ _____	

WHEREAS CHIEF AND COUNCIL OF THE TSUUT'INA NATION HAS BEEN DULY ELECTED PURSUANT TO THE PROVISIONS OF THE INDIAN ACT AND IS EMPOWERED TO ACT ON BEHALF OF THE MEMBERS OF THE TSUUT'INA NATION;

WHEREAS CHIEF AND COUNCIL HAVE MET IN A QUORUM AT A DULY CONVENED CHIEF AND COUNCIL MEETING ON MAY 10, 2016; AND

WHEREAS CHIEF AND COUNCIL IS ACTING ON ITS AUTHORITY WHICH IS DIRECTLY DERIVED FROM THE ELECTORATE OF THE TSUUT'INA NATION; AND

WHEREAS


- A. Certain lands within Tsuut'ina Nation Indian Reserve No. 145 (the "Reserve"), legally described as Lot 1, CLSR 57673, Lot 3, CLSR 57674, Lot 4 (and Road), CLSR 57676, Lots 6, 7 and 8, CLSR 57814, and Lot 11, CLSR 67856 (Lots 1, 3, 4, 6, 7, 8 and 11 are collectively referred to as the "Sarcee Development Lands"), were surrendered to Her Majesty the Queen in right of Canada (the "Crown") for the purposes of leasing by way of a surrender that was less than absolute dated September 6, 1974, which was accepted by the Governor in Council pursuant to P.C. 1974-2644 dated December 3, 1974, and registered at the Indian Lands Registry (the "ILR") as instrument no. 37900 (the "Surrender");
- B. The Surrender was partially revoked by partial revocation and amendment of surrender dated October 25, 1985 and accepted by the Governor General in Council by P.C. 1988-504 dated March 17, 1988 and registered in the ILR under Registration No. 205209, and by revocation of surrender dated July 21, 1992 and accepted by the Governor General in Council by P.C. 1993-652 dated March 30, 1993 and registered in the ILR under Registration No. 213278;
- C. Sarcee Developments Ltd. ("SDL") entered into a lease agreement with the Crown dated as of September 6, 1974 in respect of the Sarcee Development Lands, registered at the ILR as instrument no. 41168, as amended by an amendment to lease dated February 4, 1977, registered in the ILR as instrument no. 50975, a surrender agreement and relinquishment dated May 28, 1984, registered at the ILR as instrument no. 99909, and a third amendment of commercial lease dated April 29, 2015, registered in the ILR as instrument no. 6085345 (the "Commercial Lease");
- D. Council deems it to be in the Nation's best interest to authorize the Crown and SDL to amend the Commercial Lease, in substantially the form of fourth amendment of commercial lease presented to Council as of the date hereof and attached hereto as Schedule "A" (the "Agreement").

Quorum: 7

	Chief Roy Whitney-Onespot	
Councillor Leon Littlelight	Councillor Andrew Onespot Sr.	Councillor Ellery Starlight
Councillor Darryl Whitney	Councillor Brent Dodginghorse	Councillor Emmet Crowchild
Councillor Regena Crowchild	Councillor Emil Starlight	Councillor Lyle Dodginghorse
Councillor Stanley Big Plume	Councillor Dean Manywounds	Councillor Vincent Crowchild

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - (Indian Act Sec)	Source of Funds a Capital a Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds a Capital a Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

RE:

 INDIAN AND NORTHERN AFFAIRS CANADA					Chronological No.	
BAND COUNCIL RESOLUTION					File Reference No.	
					BCR #: 3337	
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.						
The Council of the: TSUUT'INA NATION					Cash Free Balance	
Date of Duly Convened Meeting:	Date		Month		Year	
	1	0	0	5	1	6
Province					Capital Account \$ _____	
Alberta					Revenue Account \$ _____	

NOW THEREFORE BE IT RESOLVED:

- The Agreement and the execution and delivery of, and performance of all obligations under the Agreement by the Crown and SDL and all other documents now or hereafter executed by or on behalf of the Crown or SDL in connection with the Agreement, are hereby authorized, ratified and confirmed.

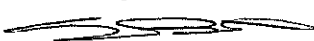
Quorum: 7

Councillor Leon Littlelight



Councillor Darryl Whitney

Councillor Regena Crowchild



Councillor Stanley Big Plume

Chief Roy Whitney-Onespot

Councillor Andrew Onespot Sr.

Councillor Brent Dodginghorse

Councillor Emil Starlight

Councillor Dean Manywounds

Councillor Ellery Starlight

Councillor Emmet Crowchild

Councillor Lyle Dodginghorse

Councillor Vincent Crowchild

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority - (Indian Act Sec)	Source of Funds a Capital a Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds a Capital a Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

Schedule "A"
Fourth Amendment to Commercial Lease

FOURTH AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT made as of the ____ day of May, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs and Northern
Development

(the "**Lessor**")

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated under the laws of
the Province of Alberta and carrying on business in the Province of Alberta

(the "**Lessee**")

WHEREAS:

- A. The lands leased under the Lease (as defined below) are part of the Tsuu T'ina Reserve I.R. 145 (the "**Lands**"), which is set apart by the Lessor for the use and benefit of Tsuut'ina Nation (the "**Nation**");
- B. The Lands were surrendered for the purpose of being leased by a surrender that is not absolute dated September 6, 1974 and accepted by the Governor General in Council by P.C 1974-2644 dated December 3, 1974 and registered in the Indian Lands Registry ("**ILR**") under Registration No. 37900 (the "**Surrender**");
- C. The Surrender was partially revoked by partial revocation and amendment of surrender dated October 25, 1985 and accepted by the Governor General in Council by P.C. 1988-504 dated March 17, 1988 and registered in the ILR under Registration No. 205209; and by revocation of surrender dated July 21, 1992 and accepted by Governor General in Council by P.C. 1993-652 dated March 30, 1993 and registered in the ILR under Registration No. 213278;
- D. The Lands were leased to the Lessee by way of a commercial lease between the Lessor and Lessee (the "**Parties**") dated September 6, 1974 and registered in the ILR under Registration No. 41168 (the "**Commercial Lease**");

Schedule "A"
Band Council Resolution
(see attached)

Schedule 'B'

Schedule C Description of the Lands

All those lands situate, lying and being in the Reserve, more particularly known and described as:

In the Province of Alberta, in Tsuu T'ina Indian Reserve No. 145 and being:

Lot 1 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57673, comprising 4.05 hectares (10 acres), more or less;

Lot 48 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 103680, comprising 64.9 hectares (160.37 acres), more or less;

Road according to the Registration Plan deposited in the Canada Lands Survey Records at Ottawa under number 57676, excluding those portions of the Road lying within the boundaries of the Registration Plan deposited in the Canada Lands Survey Records under number 103574 CLSR.

Lots 6, 7 and 8 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57814 CLSR, comprising 495.05 hectares (1223.26 acres), more or less;

Excepting thereout all mines and minerals, whether precious or base, solid, liquid or gaseous.

Schedule 'B'

Schedule C Description of the Lands

All those lands situate, lying and being in the Reserve, more particularly known and described as:

In the Province of Alberta, in Tsuu T'ina Indian Reserve No. 145 and being:

Lot 1 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57673, comprising 4.05 hectares (10 acres), more or less;

Lot 48 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 103680, comprising 64.9 hectares (160.37 acres), more or less;

Road according to the Registration Plan deposited in the Canada Lands Survey Records at Ottawa under number 57676, excluding those portions of the Road lying within the boundaries of the Registration Plan deposited in the Canada Lands Survey Records under number 103574 CLSR.

Lots 6, 7 and 8 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57814 CLSR, comprising 495.05 hectares (1223.26 acres), more or less;

Excepting thereout all mines and minerals, whether precious or base, solid, liquid or gaseous.

SCHEDULE G - HEAD LEASE EXTENSION

[See attached]

Application for Registration

Privacy Act Statement

"This statement explains the purposes and use of your personal information. Only information needed to respond to program requirements will be requested. Collection and use of personal information is in accordance with the *Privacy Act*. In some cases, information may be disclosed without your consent pursuant to subsection 8(2) of the *Privacy Act*.

The collection and use of your personal information for this Statutory Declaration is authorized by sections 21 - 55 of the *Indian Act* <http://laws-lois.justice.gc.ca/eng/acts/i-5/> and is required for your participation.

We will use your personal information, your contact information, for the processing of the form. We share the personal information you give us with Bands (First Nation Governments) for whom AANDC tracks this. The information collected is described in Personal Information Bank "Monitoring and Compliance of Reserve Land Instruments", AANDC PPU 096, detailed at <http://www.aadnc-aandc.gc.ca/eng/1100100011039/1100100011040>, will be retained for a period of 30 years after the last administrative action and then transferred to Library and Archives Canada (LAC) as archival records.

As stated in the *Privacy Act*, you have the right to access your personal information and request changes to incorrect information. Contact our office (toll-free) at 1-800-567-9604 to notify us about incorrect information. For more information on privacy issues and the *Privacy Act* in general, you can consult the Privacy Commissioner at 1 (800) 282-1376.

Please send two copies of this document to your regional Aboriginal Affairs and Northern Development Canada office listed in the 'Contact Us' directory.

<u>Registration Number</u> 6124260	<u>Received Date</u> 2021/03/12	<u>Regional File Number</u> 5643-6-06639
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NAME OF PARTIES TO INSTRUMENT	
	Grantor
<u>Name</u> Crown Canada	
	Grantee
<u>Name</u> SARCEE DEVELOPMENTS LTD	

Instrument Type	Amendment 057
Instrument Date	2021/03/12
Purpose	
Remarks	FIFTH AMENDMENT OF LEASE REG #41168 RESTATES SCHEDULE C LAND DESCRIPTION AND EXTENDS TERM

LAND DESCRIPTION	
Province :	ALBERTA
Reserve Name	06639 - TSUU T'INA NATION 145
Legal Description - Land Affected	

List of Supporting documentation (must be attached to document or a registration number quoted)

Applicant Email :	Band Email :
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	()		
Signature of Applicant	Tel. number of Applicant	email	Date

Return To :

Registration Number	6124260		
Registration Date:	2021-03-16	and Time:	02:23PM
	<i>manoj pokhrel</i>		March 16, 2021
	Signature of Registration Officer		Date

Comments

Reason for return

Signature of Registration Officer	Date

FIFTH AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT made as of the 12 day of March, 2021.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indigenous Services Canada

(the "**Lessor**")

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated under the laws of
the Province of Alberta and carrying on business in the Province of Alberta

(the "**Lessee**")

WHEREAS:

- A. The lands leased under the Lease (as defined below) are part of the Tsuu T'ina Reserve I.R. 145 (the "**Lands**"), which is set apart by the Lessor for the use and benefit of Tsuut'ina Nation (the "**Nation**");
- B. The Lands were surrendered for the purpose of being leased by a surrender that is not absolute dated September 6, 1974 and accepted by the Governor General in Council by P.C. 1974-2644 dated December 3, 1974 and registered in the Indian Lands Registry ("ILR") under Registration No. 37900 (the "**Original Designation**");
- C. The Original Designation was partially revoked by partial revocation of surrender dated October 25, 1985 and accepted by the Governor General in Council by P.C. 1988-504 dated March 17, 1988 and registered in the ILR under Registration No. 205209;
- D. The Original Designation was further partially revoked by a partial revocation of surrender dated July 21, 1992 and accepted by Governor General in Council by P.C. 1993-652 dated March 30, 1993 and registered in the ILR under Registration No. 213278;
- E. The Original Designation was further partially revoked by a partial revocation of surrender dated May 10, 2016, and accepted by the Minister of Indian Affairs and Northern Development by M.O. 2016-034 and registered in the ILR under Registration No. 6092630;
- F. The Lands were leased by the Lessor to the Lessee by way of a lease dated September 6, 1974 and registered in the ILR under Registration No. 41168 (the "**Original Lease**");
- G. The Original Lease was amended by an amendment to lease dated February 4, 1977, and registered in the ILR under Registration No. 50975 (the "**First Lease Amendment**");
- H. The Original Lease was further amended by a surrender dated May 28, 1984, and registered in the ILR under Registration No. 99909 (the "**Second Lease Amendment**");

- I. The Original Lease was further amended by an amendment to lease dated April 29, 2015, and registered in the ILR under Registration No. 6085345 (the "**Third Lease Amendment**");
- J. The Original Lease was further amended by an amendment to lease dated May 10, 2016, and registered in the ILR under Registration No. 6092434 (the "**Fourth Lease Amendment**");
- K. The Original Lease, First Lease Amendment, Second Lease Amendment, Third Lease Amendment and Fourth Lease Amendment shall hereinafter be referred to collectively as the "**Lease**";
- L. The Lessor and Lessee have agreed to further amend the Lease to restate and clarify the legal land description and to extend the term of the Lease;
- M. Chief and Council of the Tsuut'ina Nation have by Band Council Resolution Number 3633 dated December 16, 2020, attached hereto as Schedule "A", authorized, ratified and confirmed the execution and delivery of this Fifth Amendment of Lease as set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree that the Lease will be amended as follows:

1. Section 3.02 in the Lease is amended and replaced by the following:

"The land is leased to the Lessee for 121 years from September 6, 1974 to September 5, 2095 referred to herein as the "term". At the expiry of the term the land and all improvements will immediately revert to Her Majesty the Queen in right of Canada for the use and benefit of the Sarcee Band, subject to Section 14.02"

2. Schedule "C" in the Lease is to be amended and replaced by amended Schedule "C" attached to this amendment as Schedule "B".
3. All other terms, clauses and provisions in the Lease remain the same and are hereby reaffirmed and shall continue in full force and effect, and this Fifth Amendment of Commercial Lease shall form part of the Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Fifth Amendment of Commercial Lease on the day, month and year written above.

**SIGNED, SEALED AND
DELIVERED** in the presence of:



Witness to the signature of the
Lessor's representative



Witness to the signature of the
Lessee's representative

**HER MAJESTY THE QUEEN IN RIGHT
OF CANADA** as represented by the
Minister of Indigenous Services Canada

Vishal Saini

Digitally signed by Vishal Saini
DN: cn=Vishal Saini, o=Indigenous Services Canada,
c=CA, ou=Lands, email=vishal.saini@canada.ca
Reason: I am approving this document with my legally
binding signature
Location: Calgary, AB
Date: 2021.03.12 11:26:45-0700
Foxit PhantomPDF Version: 10.1.0


Name: Vishal Saini
Title: A/Manager, Lands Operations

SARCEE DEVELOPMENTS LTD.

Per: 

Name: Darrell Crowchild
Title: President

Schedule "A"
Band Council Resolution
(see attached)

 TSUUT'INA NATION BAND COUNCIL RESOLUTION		PAGE 1 OF 3 File Reference No. BCR #: 3637	
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.			
The Council of the:		TSUUT'INA NATION	
Date of Duty Convened Meeting:		Day 0 2 0 3 2 1	Month 0 3 2 1
Province Alberta		Cash Free Balance Capital Account \$ _____ Revenue Account \$ _____	

WHEREAS:

- A. CHIEF AND COUNCIL OF THE TSUUT'INA NATION HAVE BEEN DULY ELECTED PURSUANT TO THE CHIEF AND COUNCIL ELECTORAL CODE AND ARE EMPOWERED TO ACT ON BEHALF OF THE CITIZENS OF THE TSUUT'INA NATION (THE "NATION");
- B. CHIEF AND COUNCIL HAVE MET IN A QUORUM AT A DULY CONVENED CHIEF AND COUNCIL MEETING ON MARCH 2, 2021;
- C. CHIEF AND COUNCIL ARE ACTING ON THEIR AUTHORITY WHICH IS DIRECTLY DERIVED FROM THE ELECTORATE OF THE NATION;
- D. THE NATION IS A SOVEREIGN NATION WITH THE INHERENT RIGHT OF SELF-DETERMINATION WHICH INCLUDES THE RIGHT OF GOVERNMENT;
- E. LANDS ON TSUU T'INA INDIAN RESERVE NO. 145 LEGALLY DESCRIBED AS:
- i. LOT 1 CLSR PLAN 57673;
 - ii. LOT 3 CLSR PLAN 57674;
 - iii. LOT 4 AND ROAD CLSR PLAN 57676;
 - iv. LOT 6, 7 AND 8 CLSR PLAN 57814;
 - v. LOT 11 CLSR PLAN 67856
- BEING 1,592.26 ACRES MORE OR LESS

WERE SURRENDERED FOR SEVENTY-FIVE (75) YEARS FOR THE PURPOSE OF BEING LEASED FOR COMMERCIAL, AGRICULTURE, INDUSTRIAL, HOUSING AND RECREATIONAL PURPOSES ON SEPTEMBER 6, 1974, AND ACCEPTED BY THE ADMINISTRATOR IN COUNCIL, ON THE RECOMMENDATION OF THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT BY P.C. 1974-2644 DATED DECEMBER 3, 1974 AND REGISTERED IN THE INDIAN LANDS REGISTER ("ILR") UNDER REGISTRATION 37900 (THE "ORIGINAL DESIGNATION");

- F. THE ORIGINAL DESIGNATION HAS BEEN PARTIALLY REVOKED BY A PARTIAL REVOCATION OF SURRENDER DATED OCTOBER 25, 1985, AND ACCEPTED BY THE GOVERNOR GENERAL IN COUNCIL BY P.C. 1988-504 DATED MARCH 17, 1988 AND REGISTERED IN THE ILR UNDER REGISTRATION 205209 (THE "FIRST PARTIAL REVOCATION");

Quorum: 7

Councillor Kelsey Big Plume

Councillor Emmett Crowchild

Councillor Brent Dodginghorse

Councillor Leon Littlelight

Chief Roy Whitney

Councillor Paula Big Plume

Councillor Steven Crowchild

Councillor Kyle Dodginghorse

Councillor Shay Runner


Councillor Stanley Big Plume

Councillor Corrine Eagletail

Councillor Ellery Starlight


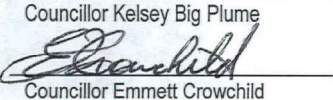


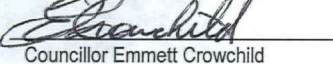

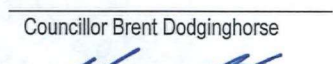

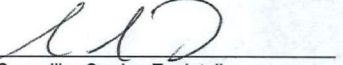



FOR DEPARTMENTAL USE ONLY

Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		


 TSUUT'INA NATION BAND COUNCIL RESOLUTION		PAGE 2 OF 3 File Reference No. BCR #: 3637												
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.														
The Council of the: TSUUT'INA NATION		Cash Free Balance												
Date of Duty Convened Meeting:	<table border="1"> <tr> <td>Day</td> <td>Month</td> <td>Year</td> <td>Province</td> </tr> <tr> <td>0</td> <td>2</td> <td>0</td> <td>3</td> </tr> <tr> <td>2</td> <td>1</td> <td></td> <td>Alberta</td> </tr> </table>	Day	Month	Year	Province	0	2	0	3	2	1		Alberta	Capital Account \$ _____ Revenue Account \$ _____
Day	Month	Year	Province											
0	2	0	3											
2	1		Alberta											

- G. THE ORIGINAL DESIGNATION HAS BEEN FURTHER PARTIALLY REVOKED BY A PARTIAL REVOCATION OF SURRENDER DATED JULY 21, 1992, AND ACCEPTED BY THE GOVERNOR IN GENERAL IN COUNCIL BY P.C. 1993-652 DATED MARCH 30, 1993 AND REGISTERED IN THE ILR UNDER REGISTRATION 213278 (THE "**SECOND PARTIAL REVOCATION**");
- H. THE ORIGINAL DESIGNATION HAS BEEN FURTHER PARTIALLY REVOKED BY A PARTIAL REVOCATION OF SURRENDER DATED MAY 10, 2016, AND ACCEPTED BY THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT BY M.O.2016-034 AND REGISTERED IN THE ILR UNDER REGISTRATION 6092630 (THE "**THIRD PARTIAL REVOCATION**");
- I. THE ORIGINAL DESIGNATION, THE FIRST PARTIAL REVOCATION, THE SECOND PARTIAL REVOCATION AND THE THIRD PARTIAL REVOCATION SHALL BE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "**DESIGNATION**";
- J. PURSUANT TO SECTION 35 OF THE INDIAN ACT, A PORTION OF LOT 3 CLSR 57674 AND LOT 4 AND ROAD CLSR 57676 WERE TRANSFERRED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA TO THE PROVINCE OF ALBERTA ON MAY 20, 2015 FOR THE SOUTHWEST CALGARY RING ROAD AS SHOWN ON CLSR 103574;
- K. ON DECEMBER 10, 2020, THE NATION CONDUCTED A REFERENDUM IN ACCORDANCE WITH THE INDIAN REFERENDUM REGULATIONS, CRC, C.957 (THE "**DESIGNATION REFERENDUM**");
- L. A MAJORITY OF THE ELECTORS OF THE NATION VOTING AT THE DESIGNATION REFERENDUM ASSENTED TO CERTAIN AMENDMENTS TO THE DESIGNATION WHICH WERE ATTACHED TO A NOTICE OF REFERENDUM DATED OCTOBER 21, 2020 (THE "**DESIGNATION AMENDMENTS**");
- M. CHIEF AND COUNCIL HAVE SENT A BAND COUNCIL RESOLUTION TO THE MINISTER OF INDIGENOUS SERVICES CANADA (THE "**MINISTER**") WHEREBY CHIEF AND COUNCIL HAVE CONSENTED TO THE DESIGNATION AMENDMENTS AND HAVE RECOMMENDED THAT THE MINISTER ACCEPT THE DESIGNATION AMENDMENTS PURSUANT TO SUBSECTION 40.1(2) OF THE INDIAN ACT;
- N. THE LANDS WERE LEASED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**CANADA**") TO SARCEE DEVELOPMENTS LTD. ("**SARCEE DEVELOPMENTS**") BY WAY OF A LEASE DATED SEPTEMBER 6, 1974 AND REGISTERED IN THE ILR UNDER REGISTRATION 41168 (THE "**ORIGINAL LEASE**");

Quorum: 7

 Chief Roy Whitney		
 Councillor Kelsey Big Plume	 Councillor Paula Big Plume	 Councillor Stanley Big Plume
 Councillor Emmett Crowchild	 Councillor Steven Crowchild	
 Councillor Brent Dodginghorse	 Councillor Kyle Dodginghorse	 Councillor Corrine Eagletail
 Councillor Leon Littlelight	 Councillor Shay Runner	 Councillor Ellery Starlight

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		


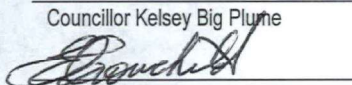
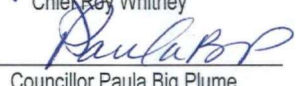

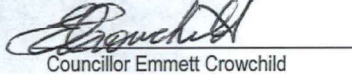






 TSUUT'INA NATION BAND COUNCIL RESOLUTION		PAGE 3 OF 3 File Reference No. BCR #: 3637																
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.																		
The Council of the: TSUUT'INA NATION		Cash Free Balance																
Date of Duty Convened Meeting:	<table border="1"> <tr> <td>Day</td> <td>Month</td> <td>Year</td> <td>Province</td> </tr> <tr> <td>0</td> <td>2</td> <td>0</td> <td>3</td> </tr> <tr> <td>2</td> <td>1</td> <td>2</td> <td>1</td> </tr> <tr> <td colspan="4">Alberta</td> </tr> </table>	Day	Month	Year	Province	0	2	0	3	2	1	2	1	Alberta				Capital Account \$ _____ Revenue Account \$ _____
Day	Month	Year	Province															
0	2	0	3															
2	1	2	1															
Alberta																		

- O. THE ORIGINAL LEASE WAS AMENDED BY AN AMENDMENT TO LEASE DATED FEBRUARY 4, 1977, AND REGISTERED IN THE ILR UNDER REGISTRATION 50975 (THE "FIRST LEASE AMENDMENT");
- P. THE ORIGINAL LEASE WAS FURTHER AMENDED BY A SURRENDER DATED MAY 28, 1984, AND REGISTERED IN THE ILR UNDER REGISTRATION 99909 (THE "SECOND LEASE AMENDMENT");
- Q. THE ORIGINAL LEASE WAS FURTHER AMENDED BY AN AMENDMENT TO LEASE DATED APRIL 29, 2015, AND REGISTERED IN THE ILR UNDER REGISTRATION 6085345 (THE "THIRD LEASE AMENDMENT");
- R. THE ORIGINAL LEASE WAS FURTHER AMENDED BY AN AMENDMENT TO LEASE DATED MAY 10, 2016, AND REGISTERED IN THE ILR UNDER REGISTRATION 6092434 (THE "FOURTH LEASE AMENDMENT");
- S. THE ORIGINAL LEASE, FIRST LEASE AMENDMENT, SECOND LEASE AMENDMENT, THIRD LEASE AMENDMENT AND FOURTH LEASE AMENDMENT SHALL HEREAFTER BE REFERRED TO COLLECTIVELY AS THE "LEASE";
- T. ON DECEMBER 10, 2020, THE NATION CONDUCTED A REFERENDUM IN ACCORDANCE TO THE NATION REFERENDUM GUIDELINES (THE "LEASE REFERENDUM");
- U. A MAJORITY OF THE ELECTORS OF THE NATION VOTING AT THE LEASE REFERENDUM AGREED TO CERTAIN AMENDMENTS TO THE LEASE;
- V. CHIEF AND COUNCIL DEEM IT TO BE IN THE BEST INTEREST OF THE NATION, UPON THE MINISTER TO AUTHORIZE CANADA AND SARCEE DEVELOPMENTS TO AMEND THE LEASE, IN SUBSTANTIALLY THE FORM OF THE FIFTH AMENDMENT OF LEASE PRESENTED TO CHIEF AND COUNCIL AS OF THE DATE HEREOF AND ATTACHED HERETO AS SCHEDULE "A" (THE "FIFTH AMENDMENT OF LEASE")

NOW THEREFORE BE IT RESOLVED THAT:

1. THE FIFTH AMENDMENT OF LEASE AND THE EXECUTION AND DELIVERY OF, AND PERFORMANCE OF ALL OBLIGATIONS UNDER THE FIFTH AMENDMENT OF LEASE BY CANADA AND SARCEE DEVELOPMENTS AND ALL OTHER DOCUMENTS, DEEDS, CERTIFICATES NOW OR HEREAFTER EXECUTED BY OR ON BEHALF OF CANADA OR SARCEE DEVELOPMENTS WITH THE FIFTH AMENDMENT OF LEASE, ARE HEREBY AUTHORIZED, RATIFIED AND CONFIRMED.

Quorum: 7

	 Chief Roy Whitney	
 Councillor Kelsey Big Plume	 Councillor Paula Big Plume	 Councillor Stanley Big Plume
 Councillor Emmett Crowchild	 Councillor Steven Crowchild	
 Councillor Brent Dodginghorse	 Councillor Kyle Dodginghorse	 Councillor Corrine Eagletail
 Councillor Leon Littlelight	 Councillor Shay Runner	 Councillor Ellery Starlight

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		

SCHEDULE "A"

TO BAND COUNCIL RESOLUTION # 3637

FIFTH AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT made as of the ____ day of _____, 2021.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indigenous Services Canada

(the "**Lessor**")

- and -

SARCEE DEVELOPMENTS LTD., a body incorporated under the laws of
the Province of Alberta and carrying on business in the Province of Alberta

(the "**Lessee**")

WHEREAS:

- A. The lands leased under the Lease (as defined below) are part of the Tsuu T'ina Reserve I.R. 145 (the "**Lands**"), which is set apart by the Lessor for the use and benefit of Tsuut'ina Nation (the "**Nation**");
- B. The Lands were surrendered for the purpose of being leased by a surrender that is not absolute dated September 6, 1974 and accepted by the Governor General in Council by P.C. 1974-2644 dated December 3, 1974 and registered in the Indian Lands Registry ("ILR") under Registration No. 37900 (the "**Original Designation**");
- C. The Original Designation was partially revoked by partial revocation of surrender dated October 25, 1985 and accepted by the Governor General in Council by P.C. 1988-504 dated March 17, 1988 and registered in the ILR under Registration No. 205209;
- D. The Original Designation was further partially revoked by a partial revocation of surrender dated July 21, 1992 and accepted by Governor General in Council by P.C. 1993-652 dated March 30, 1993 and registered in the ILR under Registration No. 213278;
- E. The Original Designation was further partially revoked by a partial revocation of surrender dated May 10, 2016, and accepted by the Minister of Indian Affairs and Northern Development by M.O. 2016-034 and registered in the ILR under Registration No. 6092630;
- F. The Lands were leased by the Lessor to the Lessee by way of a lease dated September 6, 1974 and registered in the ILR under Registration No. 41168 (the "**Original Lease**");
- G. The Original Lease was amended by an amendment to lease dated February 4, 1977, and registered in the ILR under Registration No. 50975 (the "**First Lease Amendment**");
- H. The Original Lease was further amended by a surrender dated May 28, 1984, and registered in the ILR under Registration No. 99909 (the "**Second Lease Amendment**");

- I. The Original Lease was further amended by an amendment to lease dated April 29, 2015, and registered in the ILR under Registration No. 6085345 (the "**Third Lease Amendment**");
- J. The Original Lease was further amended by an amendment to lease dated May 10, 2016, and registered in the ILR under Registration No. 6092434 (the "**Fourth Lease Amendment**");
- K. The Original Lease, First Lease Amendment, Second Lease Amendment, Third Lease Amendment and Fourth Lease Amendment shall hereinafter be referred to collectively as the "**Lease**";
- L. The Lessor and Lessee have agreed to further amend the Lease to restate and clarify the legal land description and to extend the term of the Lease;
- M. Chief and Council of the Tsuut'ina Nation have by Band Council Resolution Number 3633 dated December 16, 2020, attached hereto as Schedule "A", authorized, ratified and confirmed the execution and delivery of this Fifth Amendment of Lease as set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree that the Lease will be amended as follows:

1. Section 3.02 in the Lease is amended and replaced by the following:

"The land is leased to the Lessee for 121 years from September 6, 1974 to September 5, 2095 referred to herein as the "term". At the expiry of the term the land and all improvements will immediately revert to Her Majesty the Queen in right of Canada for the use and benefit of the Sarcee Band, subject to Section 14.02"

2. Schedule "C" in the Lease is to be amended and replaced by amended Schedule "C" attached to this amendment as Schedule "B".
3. All other terms, clauses and provisions in the Lease remain the same and are hereby reaffirmed and shall continue in full force and effect, and this Fifth Amendment of Commercial Lease shall form part of the Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Fifth Amendment of Commercial Lease on the day, month and year written above.

**SIGNED, SEALED AND
DELIVERED** in the presence of:

**HER MAJESTY THE QUEEN IN RIGHT
OF CANADA** as represented by the
Minister of Indigenous Services Canada

Witness to the signature of the
Lessor's representative


Name:
Title:

SARCEE DEVELOPMENTS LTD.

Witness to the signature of the
Lessee's representative

Per: _____
Name: Darrell Crowchild
Title: President

Schedule "A"
Band Council Resolution
(see attached)

 TSUUT'INA NATION BAND COUNCIL RESOLUTION		PAGE 3 OF 3 File Reference No. BCR #: 3637												
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.														
The Council of the: TSUUT'INA NATION		Cash Free Balance												
Date of Duly Convened Meeting:	<table border="1"> <tr> <td>Day</td> <td>Month</td> <td>Year</td> <td>Province</td> </tr> <tr> <td>0</td> <td>2</td> <td>0</td> <td>3</td> </tr> <tr> <td>2</td> <td>1</td> <td></td> <td>Alberta</td> </tr> </table>	Day	Month	Year	Province	0	2	0	3	2	1		Alberta	Capital Account \$ _____ Revenue Account \$ _____
Day	Month	Year	Province											
0	2	0	3											
2	1		Alberta											


WHEREAS:

- A. CHIEF AND COUNCIL OF THE TSUUT'INA NATION HAVE BEEN DULY ELECTED PURSUANT TO THE CHIEF AND COUNCIL ELECTORAL CODE AND ARE EMPOWERED TO ACT ON BEHALF OF THE CITIZENS OF THE TSUUT'INA NATION (THE "NATION");
- B. CHIEF AND COUNCIL HAVE MET IN A QUORUM AT A DULY CONVENED CHIEF AND COUNCIL MEETING ON MARCH 2, 2021;
- C. CHIEF AND COUNCIL ARE ACTING ON THEIR AUTHORITY WHICH IS DIRECTLY DERIVED FROM THE ELECTORATE OF THE NATION;
- D. THE NATION IS A SOVEREIGN NATION WITH THE INHERENT RIGHT OF SELF-DETERMINATION WHICH INCLUDES THE RIGHT OF GOVERNMENT;
- E. LANDS ON TSUU T'INA INDIAN RESERVE NO. 145 LEGALLY DESCRIBED AS:
- i. LOT 1 CLSR PLAN 57673;
 - ii. LOT 3 CLSR PLAN 57674;
 - iii. LOT 4 AND ROAD CLSR PLAN 57676;
 - iv. LOT 6, 7 AND 8 CLSR PLAN 57814;
 - v. LOT 11 CLSR PLAN 67856
- BEING 1,592.26 ACRES MORE OR LESS
- WERE SURRENDERED FOR SEVENTY-FIVE (75) YEARS FOR THE PURPOSE OF BEING LEASED FOR COMMERCIAL, AGRICULTURE, INDUSTRIAL, HOUSING AND RECREATIONAL PURPOSES ON SEPTEMBER 6, 1974, AND ACCEPTED BY THE ADMINISTRATOR IN COUNCIL, ON THE RECOMMENDATION OF THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT BY P.C. 1974-2644 DATED DECEMBER 3, 1974 AND REGISTERED IN THE INDIAN LANDS REGISTER ("ILR") UNDER REGISTRATION 37900 (THE "ORIGINAL DESIGNATION");
- F. THE ORIGINAL DESIGNATION HAS BEEN PARTIALLY REVOKED BY A PARTIAL REVOCATION OF SURRENDER DATED OCTOBER 25, 1985, AND ACCEPTED BY THE GOVERNOR GENERAL IN COUNCIL BY P.C. 1988-504 DATED MARCH 17, 1988 AND REGISTERED IN THE ILR UNDER REGISTRATION 205209 (THE "FIRST PARTIAL REVOCATION");

Quorum: 7_____
Chief Roy Whitney_____
Councillor Kelsey Big Plume_____
Councillor Paula Big Plume_____
Councillor Stanley Big Plume_____
Councillor Emmett Crowchild_____
Councillor Steven Crowchild_____
Councillor Brent Dodginghorse_____
Councillor Lyle Dodginghorse_____
Councillor Corrine Eagletail_____
Councillor Leon Littlelight_____
Councillor Shay Runner_____
Councillor Ellery Starlight

FOR DEPARTMENTAL USE ONLY


Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		

 TSUUT'INA NATION BAND COUNCIL RESOLUTION		PAGE 3 OF 3	
		File Reference No. BCR #: 3637	
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.			
The Council of the:		TSUUT'INA NATION	
Date of Duly Convened Meeting:		Day	Month
		0	2
		0	3
		2	1
		Province Alberta	
		Cash Free Balance	
		Capital Account \$ _____	
		Revenue Account \$ _____	

- G. THE ORIGINAL DESIGNATION HAS BEEN FURTHER PARTIALLY REVOKED BY A PARTIAL REVOCATION OF SURRENDER DATED JULY 21, 1992, AND ACCEPTED BY THE GOVERNOR IN GENERAL IN COUNCIL BY P.C. 1993-652 DATED MARCH 30, 1993 AND REGISTERED IN THE ILR UNDER REGISTRATION 213278 (THE "**SECOND PARTIAL REVOCATION**");
- H. THE ORIGINAL DESIGNATION HAS BEEN FURTHER PARTIALLY REVOKED BY A PARTIAL REVOCATION OF SURRENDER DATED MAY 10, 2016, AND ACCEPTED BY THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT BY M.O.2016-034 AND REGISTERED IN THE ILR UNDER REGISTRATION 6092630 (THE "**THIRD PARTIAL REVOCATION**");
- I. THE ORIGINAL DESIGNATION, THE FIRST PARTIAL REVOCATION, THE SECOND PARTIAL REVOCATION AND THE THIRD PARTIAL REVOCATION SHALL BE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "**DESIGNATION**";
- J. PURSUANT TO SECTION 35 OF THE INDIAN ACT, A PORTION OF LOT 3 CLSR 57674 AND LOT 4 AND ROAD CLSR 57676 WERE TRANSFERRED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA TO THE PROVINCE OF ALBERTA ON MAY 20, 2015 FOR THE SOUTHWEST CALGARY RING ROAD AS SHOWN ON CLSR 103574;
- K. ON DECEMBER 10, 2020, THE NATION CONDUCTED A REFERENDUM IN ACCORDANCE WITH THE INDIAN REFERENDUM REGULATIONS, CRC, C.957 (THE "**DESIGNATION REFERENDUM**");
- L. A MAJORITY OF THE ELECTORS OF THE NATION VOTING AT THE DESIGNATION REFERENDUM ASSENTED TO CERTAIN AMENDMENTS TO THE DESIGNATION WHICH WERE ATTACHED TO A NOTICE OF REFERENDUM DATED OCTOBER 21, 2020 (THE "**DESIGNATION AMENDMENTS**");
- M. CHIEF AND COUNCIL HAVE SENT A BAND COUNCIL RESOLUTION TO THE MINISTER OF INDIGENOUS SERVICES CANADA (THE "**MINISTER**") WHEREBY CHIEF AND COUNCIL HAVE CONSENTED TO THE DESIGNATION AMENDMENTS AND HAVE RECOMMENDED THAT THE MINISTER ACCEPT THE DESIGNATION AMENDMENTS PURSUANT TO SUBSECTION 40.1(2) OF THE *INDIAN ACT*;
- N. THE LANDS WERE LEASED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**CANADA**") TO SARCEE DEVELOPMENTS LTD. ("**SARCEE DEVELOPMENTS**") BY WAY OF A LEASE DATED SEPTEMBER 6, 1974 AND REGISTERED IN THE ILR UNDER REGISTRATION 41168 (THE "**ORIGINAL LEASE**");

Quorum: 7_____
Chief Roy Whitney_____
Councillor Kelsey Big Plume_____
Councillor Paula Big Plume_____
Councillor Stanley Big Plume_____
Councillor Emmett Crowchild_____
Councillor Steven Crowchild_____
Councillor Brent Dodginghorse_____
Councillor Lyle Dodginghorse_____
Councillor Corrine Eagletail_____
Councillor Leon Littlelight_____
Councillor Shay Runner_____
Councillor Ellery Starlight

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Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

 TSUUT'INA NATION BAND COUNCIL RESOLUTION		PAGE 3 OF 3 File Reference No. BCR #: 3637
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.		
The Council of the: TSUUT'INA NATION		Cash Free Balance
Date of Duly Convened Meeting:	Day Month Year <div style="display: flex; justify-content: space-around;"> 020321 </div>	Province Alberta
		Capital Account \$ _____ Revenue Account \$ _____

- O. THE ORIGINAL LEASE WAS AMENDED BY AN AMENDMENT TO LEASE DATED FEBRUARY 4, 1977, AND REGISTERED IN THE ILR UNDER REGISTRATION 50975 (THE "FIRST LEASE AMENDMENT");
- P. THE ORIGINAL LEASE WAS FURTHER AMENDED BY A SURRENDER DATED MAY 28, 1984, AND REGISTERED IN THE ILR UNDER REGISTRATION 99909 (THE "SECOND LEASE AMENDMENT");
- Q. THE ORIGINAL LEASE WAS FURTHER AMENDED BY AN AMENDMENT TO LEASE DATED APRIL 29, 2015, AND REGISTERED IN THE ILR UNDER REGISTRATION 6085345 (THE "THIRD LEASE AMENDMENT");
- R. THE ORIGINAL LEASE WAS FURTHER AMENDED BY AN AMENDMENT TO LEASE DATED MAY 10, 2016, AND REGISTERED IN THE ILR UNDER REGISTRATION 6092434 (THE "FOURTH LEASE AMENDMENT");
- S. THE ORIGINAL LEASE, FIRST LEASE AMENDMENT, SECOND LEASE AMENDMENT, THIRD LEASE AMENDMENT AND FOURTH LEASE AMENDMENT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LEASE";
- T. ON DECEMBER 10, 2020, THE NATION CONDUCTED A REFERENDUM IN ACCORDANCE TO THE NATION REFERENDUM GUIDELINES (THE "LEASE REFERENDUM");
- U. A MAJORITY OF THE ELECTORS OF THE NATION VOTING AT THE LEASE REFERENDUM AGREED TO CERTAIN AMENDMENTS TO THE LEASE;
- V. CHIEF AND COUNCIL DEEM IT TO BE IN THE BEST INTEREST OF THE NATION, UPON THE MINISTER TO AUTHORIZE CANADA AND SARCEE DEVELOPMENTS TO AMEND THE LEASE, IN SUBSTANTIALLY THE FORM OF THE FIFTH AMENDMENT OF LEASE PRESENTED TO CHIEF AND COUNCIL AS OF THE DATE HEREOF AND ATTACHED HERETO AS SCHEDULE "A" (THE "FIFTH AMENDMENT OF LEASE")

NOW THEREFORE BE IT RESOLVED THAT:

1. THE FIFTH AMENDMENT OF LEASE AND THE EXECUTION AND DELIVERY OF, AND PERFORMANCE OF ALL OBLIGATIONS UNDER THE FIFTH AMENDMENT OF LEASE BY CANADA AND SARCEE DEVELOPMENTS AND ALL OTHER DOCUMENTS, DEEDS, CERTIFICATES NOW OR HEREAFTER EXECUTED BY OR ON BEHALF OF CANADA OR SARCEE DEVELOPMENTS WITH THE FIFTH AMENDMENT OF LEASE, ARE HEREBY AUTHORIZED, RATIFIED AND CONFIRMED.

Quorum: 7

Chief Roy Whitney

Councillor Kelsey Big Plume

Councillor Paula Big Plume

Councillor Stanley Big Plume

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FOR DEPARTMENTAL USE ONLY					
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Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		

Schedule "B"

Schedule C
Description of the Lands

All those lands situate, lying and being in the Reserve, more particularly known and described as:

In the Province of Alberta, in Tsuu T'ina Indian Reserve No. 145 and being:

Lot 1 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57673, comprising 4.05 hectares (10 acres), more or less;

Lot 48 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 103680, comprising 64.9 hectares (160.37 acres), more or less;

Road as shown on plan of survey deposited in the Canada Lands Survey Records under 109515, comprising 3.12 hectares (7.71 acres), more or less; and

Lots 6, 7, and 8 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57814, comprising 495.05 hectares (1223.26 acres), more or less;

Excepting thereout all mines and minerals, whether precious or base, solid, liquid or gaseous.

Schedule "B"

Schedule C Description of the Lands

All those lands situate, lying and being in the Reserve, more particularly known and described as:

In the Province of Alberta, in Tsuu T'ina Indian Reserve No. 145 and being:

Lot 1 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57673, comprising 4.05 hectares (10 acres), more or less;

Lot 48 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 103680, comprising 64.9 hectares (160.37 acres), more or less;

Road as shown on plan of survey deposited in the Canada Lands Survey Records under 109515, comprising 3.12 hectares (7.71 acres), more or less; and

Lots 6, 7, and 8 as shown on a plan of survey deposited in the Canada Lands Survey Records under number 57814, comprising 495.05 hectares (1223.26 acres), more or less;

Excepting thereout all mines and minerals, whether precious or base, solid, liquid or gaseous.

SCHEDULE H - MASTER SUBLEASE

[See attached]

MASTER SUBLEASE

BETWEEN:

SARCEE DEVELOPMENTS LTD.

AND;

TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

APRIL 1, 2021

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MASTER SUBLEASE

THIS MASTER SUBLEASE made as of April 1, 2021 ("**Effective Date**").

BETWEEN:

SARCEE DEVELOPMENTS LTD., a corporation duly incorporated pursuant to the *Business Corporations Act* of Alberta

("Lessor" or "Sarcee")

AND:

THE TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY, a society duly incorporated pursuant to the *Societies Act* of Alberta

("Lessee" or "Society" and together with the Lessor or Sarcee, the "**Parties**")

WHEREAS:

- A. the Lessor as lessee and Her Majesty the Queen, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development as lessor entered into the Head Lease;
- B. the Lessor and the Minister extended the term of the Head Lease pursuant to the Head Lease Extension;
- C. the Designation Extension was approved by referendum in accordance with section 39(1)(b) of the *Indian Act*, was accepted by the Minister pursuant to section 39(1)(c) of the *Indian Act* pursuant to the Ministerial Order;
- D. the Lessor wishes to lease to the Lessee, and the Lessee wishes to lease from the Lessor, the Lands, excluding the Holdout Sublease Lots for the duration of the Holdout Term;
- E. the Lessee wishes to enter into a Sub-Sublease with each of the Original Sublessees such that each such Original Sublessee will become a Sub-Sublessee;
- F. the Original Sublessees are not under a legal obligation to execute and become bound by the terms of the Sub-Subleases, and as such some Original Sublessees may become Holdout Sublessees;
- G. the Parties wish to enter into a concurrent lease, with the Lessor as concurrent lessor, and the Lessee as concurrent lessee, of the portion of the Lands to which the Holdout Subleases relate, for the Holdout Term;
- H. upon expiry or earlier termination of the Original Subleases or execution by the Holdout Lessees of the Sub-Sublease, the concurrent leases will terminate, the reversionary interest in any Holdout Sublease Lot and shared interest in the common

property will revert to the Society and form part of the Townsite Lands subleased by Sarcee to the Society hereby, and the Society will market and enter into a Sub-Sublease with a member of the public as soon as practicable following such termination and with commercial reasonable due diligence, the proceeds of which applicable Sub-Sublease, less transaction expenses, will be paid to Sarcee as Rent hereunder;

- I. pursuant to section 7.01 of the Head Lease, the Minister and Lessor have agreed that this Master Sublease complies with section 7.01(i), (ii), (iii), (iii), and (v) of the Head Lease and the Minister has given its consent pursuant to section 7.01(vi) of the Head Lease; and
- J. Tsuut'ina Nation Chief and Council has consented to the terms of this Master Sublease on behalf of the citizens of Tsuut'ina Nation by the Authorizing Resolution.

NOW THEREFORE, in consideration of the terms and conditions herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Master Sublease, including the recitals, the following capitalized terms have the meanings ascribed to them. Capitalized terms not otherwise defined herein will have the meanings given to them in the Stewardship Agreement.

- (a) **"Additional Rent"** means any amount payable to the Lessor under this Master Sublease other than Rent.
- (b) **"Administration Building"** means the administration building defined in Schedule B.
- (c) **"Alterations"** means, in the opinion of the Lessor acting reasonably, any substantial alterations, restorations, renovations, relocations, reductions, additions, expansions, reconstructions, removals, replacements, repairs, or modifications of any Lands, as distinct from a Project as defined herein.
- (d) **"Annual Payment"** has the meaning given to it in Schedule H.
- (e) **"Annual Payment Date"** has the meaning given to it in Schedule H.
- (f) **"Annual Payment Holdout Adjustment"** has the meaning given to it in Schedule H.
- (g) **"Arbitrator"** means an arbitrator duly certified by the Alternative Dispute Resolution Institute of Alberta, or by a similar such organization in another Canadian jurisdiction, that has significant experience in the subject matter of a Dispute.

- (h) **"Artifact"** means any burial site, human remains, or any item of archeological or cultural interest as defined in the Tsuut'ina Nation Burial Protocol.
- (i) **"Authority"** means any federal, provincial, municipal, Tsuut'ina, or other governmental authority having jurisdiction in respect of the Lands, or the occupation or use of the Lands, including Tsuut'ina Nation Chief and Council, Tsuut'ina Lands Department and any utility company lawfully acting under its statutory power.
- (j) **"Authorizing Resolution"** means the resolutions of the Parties hereto authorizing and approving execution and delivery and entering into this Agreement attached as Schedule C.
- (k) **"Band Council Resolution"** means a resolution of Tsuut'ina Nation Chief and Council executed or resolved at a duly convened meeting thereof in accordance with the *Indian Act*.
- (l) **"Baseball Diamond"** means Curtis Field Park baseball diamond located in Curtis Field Park, located northwest and across Manyhorses Drive from the Administration Building, as defined in Schedule B.
- (m) **"Business Day"** means any day which is not Saturday, Sunday, a day observed as a holiday under the applicable Laws in the province of Alberta, or a day observed as a holiday at Tsuut'ina Nation, which includes the Tsuut'ina Cultural Day.
- (n) **"Commencement Date"** means the date upon which all of the condition events in section 18.11 have either been waived or declared fulfilled.
- (o) **"Consent Agreement"** means the consent agreement between ISC, the Lessor and the Lessee to this Lease.
- (p) **"Contaminant"** includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, designated material, or substance as defined in or pursuant to any applicable Environmental Laws.
- (q) **"Curtis Field Park"** has the meaning given to it in Schedule B.
- (r) **"Default"** has the meaning given to it in section 15.1.
- (s) **"Default Notice"** has the meaning given to it in section 15.1.
- (t) **"Designated Lands"** means that portion of the Reserve leased pursuant to the day that is 90 Head Lease.
- (u) **"Designation Extension"** means Tsuut'ina Nation's extension of the Designation of the Designated Lands pursuant to section 38(2) of the *Indian Act*.
- (v) **"Dispute"** has the meaning given to it in section 17.1

- (w) **"Dispute Notice"** has the meaning given to it in section 17.1.
- (x) **"Dispute Resolution Committee"** has the meaning given to it in 17.1.
- (y) **"Effective Date"** has the meaning first given to it above.
- (z) **"Environment"** means the components of the earth and includes:
 - (i) air, lands, and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and
 - (iv) the interacting natural systems that include the components referred to in paragraphs (i), (ii) and (iii) of this definition.
- (aa) **"Environmental Laws"** means:
 - (i) any Laws relating, in whole or in part, to the assessment and protection of the Environment; and
 - (ii) any decisions, determinations, mitigation measures, standards, codes, guidelines, or environmental protection measures made pursuant to those Laws which apply to the Lands.
- (bb) **"Environmental Review"** means the environmental review process of a proposed Project to be carried out on the Lands to enable the applicable authority to make a determination pursuant to section 82 of the *IAA* as to whether the proposed Project is likely to cause significant adverse environmental effects and requires any mitigation measures.
- (cc) **"Environmental Technologist"** has the meaning given to it in section 12.2.
- (dd) **"Federal Courts Act"** means the *Federal Courts Act*, R.S.C. 1985, c. F-7.
- (ee) **"Fire Hall"** means the fire hall defined in Schedule B.
- (ff) **"First Down Payment"** has the meaning given to it in Schedule H.
- (gg) **"Head Lease"** means the lease between the Lessor as lessee and Her Majesty the Queen, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, predecessor to the Minister, respecting the lease of the Designated Lands, dated September 6, 1974, and all amendments thereto including the amendments dated February 4, 1977, May 28, 1984, April 29, 2015, May 10, 2016, and finally as further amended by the Head Lease Extension, attached as Schedule D.
- (hh) **"Head Lease Extension"** means the Fifth Amendment of Commercial Lease dated March 12, 2021 between Sarcee and Her Majesty the Queen, in right of Canada, as represented by the Minister of Indigenous Services Canada attached in Schedule D.

- (ii) **"Hockey Rink"** means the hockey rink, located in the southwest corner of Curtis Field Park, as defined in Schedule B.
- (jj) **"Hockey Rink Building"** means the skate shack and zamboni storage and public washroom building, located to the north of the Hockey Rink, as defined in Schedule B.
- (kk) **"Holdout"** has the meaning given to it in Schedule H.
- (ll) **"Holdout Sublease"** means those Original Subleaseas to which a Holdout Sublessee is a sublessee.
- (mm) **"Holdout Sublease Lot"** means the lot, as defined in the applicable Original Sublease, to which an Original Sublease grants a leasehold interest.
- (nn) **"Holdout Sublessee"** means those Original Sublessees that have not executed and delivered a Sub-Sublease on or prior to the day that is 90 days from the Commencement Date hereof.
- (oo) **"Holdout Term"** means the term of the concurrent lease applicable to each Holdout Sublease, being, with respect to each Holdout Sublease, the period of time from the Commencement Date until the earlier of: (i) the date that the applicable Holdout Sublease is terminated or expire; and (ii) the applicable Holdout Sublessee or some other person executes a Sub-Sublease relating to the applicable Lot, as defined in such applicable Holdout Sublessee.
- (pp) **"IAA"** means the Canadian *Impact Assessment Act*, S.C. 2019, c. 28, s. 1.
- (qq) **"ILRS"** means the Surrendered and Designated Lands Register established by Section 55 of the *Indian Act*, known as the Indian Lands Registry System.
- (rr) **"Improvements"** means improvements, as determined according to the common law, and includes any buildings, structures, works, facilities, infrastructure, services, landscaping, and other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to the improvements), made by any Person that are, from time to time, situated on, under, or above the Lands but excluding moveable personal property, which may include improvements which are owned by Persons other than the Society.
- (ss) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. I-5.
- (tt) **"Index Adjustment"** has the meaning given to it in Schedule H.
- (uu) **"ISC"** means Indigenous Services Canada, successor to Indigenous and Northern Affairs Canada.
- (vv) **"Lands"** or **"Townsite Lands"** means those lands situated, lying, and being in the Reserve outlined in heavy red dotted-line in SCHEDULE A, excepting Minerals, and including the Improvements.

- (ww) **"Laws"** means all laws, statutes, regulations, codes, and by-laws and includes those of the Tsuut'ina Nation.
- (xx) **"Losses"** means any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities, and losses including any diminution in the market value of the Lands, based on the Permitted Uses, sums paid in settlement of any claims, reasonable legal (on a solicitor and own client basis), consultant, and expert fees, and any costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any Authority.
- (yy) **"Master Sublease"** or **"Lease"** means this master sublease agreement, and all Schedules attached hereto, as amended from time to time, but does not include any Appendices.
- (zz) **"Material Adverse Effect"** means any grant of interest, the exercise of which interest, or any other act or omissions which does, will or may:
- (i) materially limit or prevent the Society, Sub-Sublease Holder, or their respective invitees access to, and occupancy, use and enjoyment of, the Lands, as applicable, for any extended period of time;
 - (ii) jeopardize the safety or security of, or damage, personal or real property located on the Lands; or
 - (iii) jeopardize the safety or security of human life.
- (aaa) **"Minerals"** means ore of metal and every natural substance that can be mined and that:
- (i) occurs in fragments or particles lying on, above, or adjacent to the bedrock source from which it is derived and commonly described as talus;
 - (ii) is in place or position in which it was originally formed or deposited, as distinguished from loose, fragmentary, or broken rock or float, which, by decomposition or erosion of rock, is found in wash, loose earth, gravel, or sand; and
 - (iii) includes coal, petroleum, and all other hydrocarbons, regardless of gravity and howsoever and wheresoever recovered natural gas, methane, coal bed methane, and other subsurface gases, building and construction stone, limestone, dolomite, marble, shale, clay, sand, and gravel.
- (bbb) **"Minister"** means the Minister of ISC.
- (ccc) **"Ministerial Order"** means the Ministerial Order Amending a Designation of Reserve Lands being MO #2021-009 dated February 22, 2021.

- (ddd) **"Mortgage"** means any mortgage charging the leasehold interest held by the Society in all or any portion of the Lands and includes any debenture, deed of trust, bond, assignment of rent, or any other means made to a Mortgagee as security.
- (eee) **"Mortgagee"** means a lender under a Mortgage.
- (fff) **"Original Subleases"** means the subleases made between the Lessor and the lessees thereunder, being the initial Original Sublessees, in respect of a Leasehold Interest with a term expiring August 4, 2049, as assigned from time to time from the date of execution thereof, which leases are registered in the ILRS, a form of which is attached as Schedule I.
- (ggg) **"Original Sublease Holder"** means the lessee under each of the Original Subleases immediately prior to the Commencement Date.
- (hhh) **"Permitted Uses"** include the leasing of parcels of the Lands to the Sub-Sublease Holders, and for management and administration of the Townsite as Steward pursuant to the Stewardship Agreement, as such terms are defined therein.
- (iii) **"Person"** includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association or society, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, board, commission or authority, organization or any other form of entity however designated or constituted, or any group, combination or aggregation of any of them.
- (jjj) **"Playground"** means the Curtis Field Park playground within Curtis Field Park, located northwest and across Manyhorses Drive from the Administration Building, as defined in Schedule B.
- (kkk) **"Project"** means a physical activity that is carried out in relation to a physical work and is not a designated project as that term is defined in the /4A. Project does not include:
 - (i) minor capital projects such as construction of sheds or other small storage facilities, landscaping, minor additions or minor renovations to existing structures, changes to existing structures that do not significantly change the footprint of the affected Infrastructure, and other similar such projects; and
 - (ii) routine maintenance, re-finishing exterior surfaces, replacement or repair of mechanical or electronic components required for operation thereof, aesthetic upgrades, and other minor or routine repairs, replacements, or improvements.
- (lll) **"Release"** includes discharge, dispose of, spray, inject, inoculate, abandon, deposit, spill, leak, leach, seep, pour, emit, empty, throw, dump, place, or exhaust.

(mmm) "**Rent**" means the First Down Payment, Second Down Payment and Annual Payment.

(nnn) "**Reserve**" means Tsuut'ina Nation Indian Reserve No. 145, which has been set apart for the use and benefit of Tsuut'ina Nation, formerly known as the Sarcee Indian Reserve No. 145.

(ooo) "**Rules**" has the meaning given to it in section 3.8.

(ppp) "**Schedule**" means an attachment to this Master Sublease labeled as a "Schedule", which forms part of and is integral to the Master Sublease, being:

- (i) SCHEDULE A - LANDS
- (ii) SCHEDULE B - IMPROVEMENTS
- (iii) SCHEDULE C - AUTHORIZING RESOLUTIONS
- (iv)

- (vi) SCHEDULE D - HEAD LEASE AND HEAD LEASE EXTENSION
 - (vii) SCHEDULE E - FORM OF SUB-SUBLEASE
 - (viii) SCHEDULE F - STEWARDSHIP AGREEMENT
 - (ix) SCHEDULE G - TSUUT'INA NATION BURIAL PROTOCOL
 - (x) SCHEDULE H - RENT
 - (xi) SCHEDULE I - FORM OF ORIGINAL SUBLEASE
 - (xii) SCHEDULE J - SIDE LETTER
- (qqq) **"Second Down Payment"** has the meaning given to it in Schedule H.
- (rrr) **"Skate Park"** means the skateboard park and associated structures, fixtures and appurtenances, located to the west of the Hockey Rink, as defined in Schedule B.
- (sss) **"Stewardship Agreement"** means the Stewardship Agreement between Tsuut'ina Nation, the Lessor, and the Lessee respecting the management and administration of the Townsite, as such term is defined therein, substantially in the form attached as Schedule G.
- (ttt) **"Sub-Sublease"** means a sub-sublease to be executed between the Lessee and each of the Original Sublease Holders, or their agents, attorneys or other appointees, on or prior to the date hereof, which will be in the same or substantially similar form as the form of sub-sublease attached as

- (vvv) SCHEDULE E, and which amends, restates and subordinates signatory Original Sublease Holders to the terms thereof and the Society's interest in the Townsite Lands granted herein.
- (www) **"Sub-Sublease Holders"** or **"Sub-Sublessees"** means the lessees under the Sub-Subleases.
- (xxx) **"Sub-Sublease Lots"** means the surveyed parcel of Lands subject to an individual Sub-Sublease.
- (yyy) **"Tax Administration Agreement"** means the tax administration agreement between Tsuut'ina Nation and the Society dated April 1, 2021 relating to the Society's authority to carry out the administration of tax pursuant to Tsuut'ina Nation tax laws on behalf of Tsuut'ina Nation within the Townsite Lands.
- (zzz) **"Taxes"** means any tax applicable to the granting of this Master Sublease or the payment of Rent, including GST.
- (aaaa) **"Tennis Courts"** means the pair of tennis courts (2), located in the northwest corner of Curtis Park and adjacent to the Skate Park, as defined in Schedule B.
- (bbbb) **"Term"** means the period of time from the Commencement Date until the date of expiry of the Head Lease less a day.
- (cccc) **"Termination Notice"** has the meaning given to it in section 15.1.
- (dddd) **"Townsite Lands"** or **"Lands"** means those Designated Lands situated, lying, and being in the Reserve set out more particularly in SCHEDULE A, excepting Minerals, including the Improvements.
- (eeee) **"Trustee"** means the Receiver General for Canada (to whom delivery must be made at the address of the Lessor) or a trust company appointed in writing by the Lessor.
- (ffff) **"Tsuut'ina Nation Burial Protocol"** means the burial protocol respecting artifacts and burial sites on Tsuut'ina Lands instituted by Tsuut'ina Nation as attached as Schedule G, as amended and published by Tsuut'ina Nation from time to time.
- (gggg) **"Tsuut'ina Nation Chief and Council"** means the duly elected Chief and Council of Tsuut'ina Nation as elected in accordance with Tsuut'ina Nation Chief and Council Electoral Code, 2016.
- (hhhh) **"Unavoidable Delay"** means any delay, stoppage or interruption resulting from any of the following:
- (i) strike, lock-out or other labour dispute;
 - (ii) material or labour shortage not within the control of the Lessee;

- (iii) stop-work order issued by any court, tribunal of competent jurisdiction or governmental authority provided that such order was not issued as the result of any act or fault of the Lessee;
 - (iv) fire or explosion or other casualty;
 - (v) flood, wind, earthquake, act of God;
 - (vi) laws, ordinances, rules, regulations, or orders of governmental authorities which include those of the Tsuut'ina Nation;
 - (vii) a pandemic classified as such by the World Health Organization; or
 - (viii) other similar circumstances beyond the reasonable control of the Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee but does not include the inability of the Lessee to meet its financial obligations under this Master Sublease or otherwise.
- (iii) **"Water Treatment Plant"** means the water treatment plant and associated structures, fixtures, and appurtenances, located at the westernmost end of the Redwood Meadows Close roundabout, as defined in Schedule B.

Defined words are capitalized for ease of reference. A defined word may be read as having an appropriate corresponding meaning when it is used in the plural or verb form.

1.2 **Parts of the Master Sublease**

Unless stated otherwise, any reference in this Master Sublease to an Article or section means the appropriate part of this Master Sublease.

1.3 **Headings**

All headings in this Master Sublease have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify, or explain the scope or meaning of the Master Sublease or any of its provisions.

1.4 **Extended Meaning**

- (a) A word in the singular form may be read in the plural form if it is allowed in the context and a word in the plural form may be read in the singular form if it is allowed in the context. A word expressed in the masculine gender may be read as feminine gender or neutral gender depending on the context.
- (b) The words "include", "includes", and "including" are to be read as if they are followed by the phrase "without limitation".
- (c) The phrases "if this Master Sublease ends", "if this Master Sublease ends early", "the ending of this Master Sublease", and "earlier termination" include, as applicable, an ending by expiration, cancellation, termination, surrender, or mutual agreement.

1.5 Joint and Several

If a Party is comprised of more than one Person, then all covenants and agreements of that Party are joint and several.

1.6 Statutes

Any reference to a statute or Law includes any regulations made under it and is a reference to that statute or Law as it is amended, replaced, enacted, or re-enacted from time to time.

1.7 Governing Laws

This Master Sublease will be governed by and interpreted in accordance with the applicable laws of the Tsuut'ina Nation, the Government of Canada, and of the Province of Alberta.

1.8 Entire Agreement

This Master Sublease constitutes the entire agreement between the Parties with respect to the subject matter of this Master Sublease and supersedes and revokes any and all previous discussions, negotiations, arrangements, letters of intent, offers to lease, and representations. There are no other covenants, agreements, representations, or warranties between the Parties whatsoever other than those set out in this Master Sublease.

1.9 Modification

Any modifications of this Master Sublease will be agreed to by the Parties, approved by the Tsuut'ina Nation Chief and Council, and must be in writing and executed in the same manner as the Master Sublease.

1.10 Consent

Unless any part of this Master Sublease states otherwise, when a Party is required to provide consent or approval under a part of this Master Sublease, that consent or approval will not be unreasonably withheld.

1.11 Time is of the Essence

Time is of the essence in this Master Sublease and time will remain of the essence notwithstanding any extension of any time granted to a Party.

1.12 Severability

If any part of this Master Sublease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder of the Master Sublease, which will continue in full force and effect and be construed as if this Master Sublease had been executed without the invalid part.

1.13 Survival Obligations

If a part of this Master Sublease states that it survives the ending of this Master Sublease, then the survival of that part is only to the extent required for the performance of any obligations to which it pertains.

ARTICLE 2

GRANT OF LEASE AND LICENSE

2.1 Rights to the Lands

The Lessor hereby leases the Lands to the Lessee to hold during the Term, and the Lessee, provided it is not in Default, is entitled to quiet enjoyment of the Lands, subject to every other part of this Master Sublease, for the Permitted Uses. The Parties agree and acknowledge that the Permitted Uses comply with the permitted uses set forth in the Head Lease.

The Parties agree and acknowledge that, in the event an Original Sublessee does not sign a Sub-Sublease prior to the Commencement Date, the grant of lease herein constitutes a concurrent lease of the Holdout Sublease Lots for the duration of the Holdout Term.

2.2 Subleases

Notwithstanding Article 13, and to the extent that the Lessor has any right in law or equity to consent to or approve any sub-sublease of the Lessee's interest hereunder, or any grant of a Mortgage by the Lessee or any Sub-Sublease Holder, the Lessor hereby consents to and approves:

- (a) the Sub-Subleases; and
- (b) each Mortgage granted by a Sub-Sublease Holder respecting the Sub-Sublease to which such Sub-Sublease Holder is a party, where such Sub-Sublease Holder, as an Original Sublease Holder, had granted a Mortgage respecting an Original Sublease, and which Mortgage was effective immediately prior to the Commencement Date.

2.3 Other Interests

The Lessor reserves the right to further grant other interests on the Lands, or any part of the Lands, without compensation to the Lessee, including by way of permit, easement, right-of-way, or other similar interest in the Lands, in favour of any Authority or other Person, as long as the grant of interest has no Material Adverse Effect on the Lessee's use and enjoyment of the Lands, in accordance with the terms of this Master Sublease. On being given written notice of the other interest by the Lessor, the Lessee will promptly sign and deliver to the Lessor the necessary documentation to subordinate the Lessee's right and interest in the Lands under this Master Sublease to such other interest. For greater certainty, an interest granted by the Lessor will not be considered to cause a Material Adverse Effect if the underlying grant of interest provides that:

- (a) such persons that may reasonably be affected by the grant of interest are given reasonable notice of the Lessor's intention to grant such interest;
- (b) rights thereunder will be exercised so as to minimize impact on the access to, occupancy, use, or enjoyment of the Lands by the Society, Sub-Sublease Holders, and their respective invitees as applicable;
- (c) that affected interest holders will be compensated for, and consulted regarding, any use of such granted interest by the interest holder which may

reasonably be expected to materially impact the Society's, Sub-Sublease Holder's, or their respective invitees' access to, occupancy, use, or enjoyment of the Lands; and

- (d) the interest holder will repair and remediate any damage caused to the Lands or to personal or real property and indemnify the Society and Sub-Sublease Holders against losses incurred respecting the interest holder's exercise of its rights granted by the Lessor.

2.4 Minerals

The Lessee's interest in the Lands granted hereunder will not include subsurface rights.

2.5 Head Lease

The Lessee's interest in the Lands granted hereunder is and will be at all times subject to the terms and conditions of the Head Lease. To the extent of any conflict between the terms of this Master Sublease and the Head Lease, the Head Lease will prevail.

2.6 End of Holdout Term

Notwithstanding Schedule H, the Lessee will as soon as practicably after the end of the Holdout Term enter into a Sub-Sublease respecting the applicable Holdout Sublease Lot at the prevailing market rates for such leasehold interest and pay as rent the proceeds of any such lease, whether prepaid or periodic, and less reasonable transaction expenses or other costs incurred by the Lessee in marketing and leasing such Holdout Sublease Lot, to the Lessor as Rent.

2.7 Assumption of Undertakings

To the extent permitted by law, the Lessee hereby assumes any and all undertakings or obligations of Sarcee pursuant to a letter of undertaking filed with the ILRS in relation to the Holdout Subleases for the duration of the Holdout Term.

ARTICLE 3

USE AND MANAGEMENT OF THE LANDS

3.1 Nuisance

Except as required by the construction or removal of the Improvements or making Alterations, the Lessee will not create or permit any act on the Lands which in the opinion of Tsuut'ina Nation is annoying or is a nuisance or obnoxious activity.

3.2 Waste

The Lessee will not commit or permit the commission of any voluntary waste, spoilage or destruction of or on the Lands except where necessary for the carrying out of any Permitted Uses.

3.3 **Garbage**

Without limiting any of the Lessee's obligations under this Master Sublease, the Lessee will not cause, permit or suffer any garbage or debris to be placed, left at or build up upon the Lands except as is reasonably necessary in accordance with the Permitted Uses or as otherwise permitted in writing by the Lessor.

3.4 **Vacate or Abandon the Lands**

The Lessee will not vacate or abandon the Lands at any time during the Term without the prior written consent of the Lessor. If the Lands are vacated or abandoned without the Lessor's consent, then, in addition to the Lessor's other remedies, the Lessor may:

- (a) enter the Lands as the agent of the Lessee, either by force or otherwise, without being liable for any action or for any loss or damage caused by the entry or the use of force;
- (b) let the Lands as the agent and at the risk of the Lessee;
- (c) receive rent for any letting; and
- (d) apply such rent to any expense incurred by the Lessor in the entry and letting of the Lands and to any monies owing to the Lessor under this Master Sublease as in such proportions and order of priority as is determined by the Lessor in its sole discretion.

3.5 **Access**

The Lessee will provide the Lessor with reasonable access to inspect the Lands. Except in the case of an emergency, the Lessor will provide reasonable notice to exercise this right of access. If the inspection is in response to a Default, or if in the process of inspecting the Lands, the Lessor discovers or confirms that there is a Default, then the Lessor's reasonable expenses under this section 3.5 are deemed to be Additional Rent. The Lessor will indemnify and hold harmless the Lessee for any Losses arising out of or related to the Lessor's entrance upon the Lands for the purpose of inspections under this section 3.5.

3.6 **Artifacts and Survey Monuments**

- (a) If any Artifact is discovered in, on, or under the Lands, then the Lessee will immediately cease any work, properly secure the site, and promptly notify the Lessor of the discovery, and send a copy of the notification to Tsuut'ina Nation Chief and Council in writing.
- (b) Following the procedure in section 3.6 (a), the Lessee and/or its contractors shall take no further steps in relation to the Artifact until directed by the Tsuut'ina Nation and the Lessee and or its contractors shall provide unfettered access to the Nation representatives or their contractors to the site for handling of the matter in the sole discretion of the Tsuut'ina Nation.

- (c) If any legal survey monument is disturbed, damaged, or destroyed during the Term, the Lessee will ensure that it is replaced by a licensed surveyor to the satisfaction of the Surveyor General of Canada at its sole expense.
- (d) In addition to complying with sections 3.6(a) through (c), and without derogating from the generality of Article 9, the Lessee will comply with the Tsuut'ina Nation Burial Protocol.

3.7 **Representation about the Lands and its Use**

- (a) No Warranties. The Lessee acknowledges and agrees that the Lands are being leased to the Lessee by the Lessor on an "as is - where is" basis.
- (b) No Representations. The Lessor makes no representations or warranties with respect to the condition of the Lands and in particular makes no representations with respect to compliance of the Lands with any Laws, or the Lands' condition, including the presence of Contaminants on, in, or under the Lands, or issues of title or encumbrances affecting title, or the suitability of the Lands for the Lessee.
- (c) Access to the Lands. The Lessor makes no representations or warranties with respect to access to and from the Lands. The Lessee is solely responsible for securing and maintaining legal access (be it by public or private road, water, air, or otherwise) to and from the Lands.
- (d) Inspection. The Lessee represents that, prior to taking possession of the Lands, it has, at its cost, been given an opportunity to conduct an inspection of the Lands, including any investigations that the Lessee has deemed prudent, regarding compliance of the Lands with applicable Laws and the presence of Contaminants on, in or under the Lands.
- (e) Reliance. The Lessee represents that it has not relied on any representations or warranties by the Lessor, Tsuut'ina Nation, or any Tsuut'ina Nation citizen with respect to the condition of the Lands, including compliance of the Lands with any Laws and the presence of Contaminants on, in or under the Lands.
- (f) Suitability of Use. The Lessee represents that it is satisfied that the Lands are suitable for the intended uses and that those uses are within the Permitted Uses.

3.8 **Rules**

The Lessee may create, amend, revise, repeal, or replace rules and regulations regarding the conduct of Sub-Sublessees, occupants of the Sub-Sublease Lots, and any invitees of such persons, the creation, maintenance, Alteration, destruction, or removal of any Improvements, the use of the Lands, and the enforcement of any such rules, including the imposition and collection of fines ("**Rules**"). For greater certainty, the Rules are distinct from Tsuut'ina Nation Bylaws, though Tsuut'ina Nation may elect to, in accordance with the Stewardship Agreement, adopt the Rules as Tsuut'ina Nation Bylaws. All Rules will be reviewed and approved by the Liaison Committee prior to publication or enactment by the Society.

3.9 End of Term

The Lessee may grant to the Sub-Sublessees pursuant to the Sub-Subleases the same rights available to the Lessor regarding Surrender of Land and Buildings pursuant to Article XIV of the Head Lease. The Lessee will surrender at the end of the Term the Improvements and will have no right to remove the Improvements from the Lands in accordance with Article XIV of the Head Lease.

3.10 Construction

The Lessee may not carry out any construction on the Townsite Lands which may reduce the value of the Townsite Lands or materially change the character of the Townsite Lands as a rural residential development.

ARTICLE 4 **RENT**

4.1 Payments

All payments made by the Lessee to the Lessor under this Master Sublease, including the Rent must be paid in Canadian dollars and made payable to Sarcee Developments Ltd. or its successor.

4.2 Rent

The Lessee will pay to the Lessor the Rent in accordance with Schedule H.

ARTICLE 5 **SERVICES AND IMPROVEMENTS**

5.1 Care Free Lease

Except as set forth in section 5.2, the Lessor will not be required to provide any financial support, services, or facilities to the Lands nor to make repairs or Alterations to any Improvements, as it is the intent of the Parties that this Master Sublease will be a completely carefree net lease to the Lessor.

5.2 Lessee Obligated to Repair

During the Term, the Lessee will, at the Lessee's own expense, repair and maintain in good order and condition, or will cause to be repaired and maintained in good order and condition, the Land and the Improvements. Such repair and maintenance will be in all respects to the standard which would be maintained by a prudent owner. Notwithstanding the foregoing, the Lessee's obligation to repair and maintain the Improvements will be subject to section 18.12. For greater certainty, where the costs of maintenance or repair of the Improvements exceeds the liability cap specified in section 18.12, and either or both of the Lessor and Tsuut'ina Nation provide the difference between the Lessee's available funds and the total for any such costs, the Lessee will be obligated to cover such costs in a commercially reasonable manner. If neither Tsuut'ina Nation nor the Lessor provide to the Lessee such difference in funds, the Lessee will be relieved of its obligation to repair and maintain the Land and Improvements in accordance with this section 5.2.

5.3 Improvements

The Parties confirm that certain Improvements are on the Lands at the Commencement Date, such Improvements are set out in detail in SCHEDULE B hereto.

5.4 Ownership of Improvements During the Term

The Lessee and Lessor acknowledge and agree that, as between the Lessor and Lessee, any Improvements present on the Land as at the Commencement Date, or such Improvements made by the Lessee or its Sub-Sublessees, before or after the Commencement Date, are deemed not to be the property of the Lessor during the Term, and the Lessor will have no responsibility or liability for such Improvements made by the Lessee or Sub-Sublessee.

5.5 Damage to, or Destruction of, Improvements

If any Improvements are damaged or destroyed during the Term, then, as determined by the Liaison Committee:

- (a) this Master Sublease will not be deemed to have ended;
- (b) Rent may be reduced or postponed during the period during which the Improvements are damaged or destroyed; and
- (c) the Lessee will, in its sole discretion, repair or replace the Improvements within a reasonable time and, to the extent possible, to a standard at least substantially equal in quality of material and workmanship to the original material and workmanship of the Improvement. To the extent that it is not possible to do so, any repair or replacement of the Improvements will result in substantially similar or equivalent economic value of the Lands and Improvements as prior to any such damage or destruction, as determined by the Lessee in its sole discretion.

ARTICLE 6 **RETENTION OR REMOVAL OF IMPROVEMENTS**

6.1 Retention and Removal of Improvements

The Lessee will comply with Sections 14.01 and 14.02 of Article XIV - "Surrender of Land and Buildings" of the Head Lease as if it were Sarcee. Article XIV of the Head Lease reads as follows:

"Section 14.01. That the Lessee at the expiration or other sooner termination of this lease shall peaceably deliver to the Lessor the possession of the land with all the buildings and other improvements on them free of all claims and in a condition satisfactory to the Sarcee Band Council and the Lessor subject to Section 14.02.

Section 14.02. Notwithstanding Section 3.02 or Section 14.01 and provided that the Lessee is not in default of any of the covenants, terms and conditions hereof, the Lessee will, at the expiration by efflux of time or other sooner termination of this lease, be entitled to remove from the land any buildings or

structures erected' on the land and owned by the Lessee or its sublessee provided that a plan of removal has been submitted and approved of by the Lessor and Sarcee Band Council prior to any removal and provided that the land is left in a condition satisfactory to the Sarcee Band Council and the Lessor. In the event that the Lessee fail9 to remove the said buildings or structures within thirty (30) days of such expiration, or other sooner termination of the lease as the case may be, the said structures or buildings shall revert to the Lessor without any claim for allowance or payment in lieu thereof, but the Lessor shall have the option of requiring the Lessee to remove or demolish any buildings or structures, such demolition or removal to be at the total expense of the Lessee."

ARTICLE 7

RECORD KEEPING AND INFORMATION SHARING

7.1 Lessee to Retain Documents

The Parties will comply with Article 6 of the Stewardship Agreement respecting record keeping (section 6.1, Stewardship Agreement), access to records (section 6.2, Stewardship Agreement), and documentary disclosure (section 6.3, Stewardship Agreement).

ARTICLE 8

INSURANCE OBLIGATIONS

8.1 Lessee Insurance Policies

The Parties will comply with Article 9 of the Stewardship Agreement with respect to obtaining, maintaining, and communicating with respect to the noted insurance policies and coverages.

ARTICLE 9

COMPLIANCE WITH LAWS

9.1 Compliance, Notification, and Receipts

- (a) the Lessee, at its own expense, will comply with all applicable Laws regarding this Master Sublease, the Lands, and any activity on the Lands. The Lessee will require that any other Person that the Lessee allows on the Lands also complies with all applicable Laws.
- (b) the Lessee will promptly deliver to the Lessor copies of any notice from an Authority requiring something to be done, or stop being done, on the Lands. Once the matter under the notice has been resolved to the Authority's satisfaction, the Lessee will promptly deliver proof, satisfactory to the Lessor, evidencing the resolution.

9.2 Authorization to Receive Information

On written request from the Lessor, the Lessee will either promptly deliver to the Lessor information from an Authority about the Lessee's compliance, or promptly arrange for written

authorization to allow the Lessor to receive information from an Authority about the Lessee's compliance or non-compliance with applicable Laws.

ARTICLE 10

TAXES

10.1 General Requirement

Without limiting the generality of Article 9, the Lessee will pay, on or before the due date in each and every year during the Term, all applicable Taxes, trade licenses, rates, levies, duties, and assessments of any kind, together with all charges, penalties, and interest imposed by any Authority, whether regarding the Lands, Improvements, sales, transactions, or business related to the Lands or the occupation of the Lands by any Person levied against the Lessee.

10.2 Contesting the Validity

Without in any way relieving or modifying the obligation of the Lessee to comply with section 10.1, the Lessee may at its own expense, contest or appeal the validity or amount of any tax, trade license, rate, levy, duty, assessment, charge, penalty, or interest referred to in section 10.1, provided that the Lessee promptly commences any proceedings to contest or appeal the validity or amount and continues the proceedings with all due diligence and does not cause a charge, encumbrance, or claim to be made against the Lands.

ARTICLE 11

UTILITIES

11.1 [INTENTIONALLY DELETED]

ARTICLE 12

ENVIRONMENT

12.1 Compliance with Environmental Laws

- (a) The Lessee will use and occupy the Lands in compliance with Environmental Laws and with the terms and conditions of the Stewardship Agreement.
- (b) The Lessee will not use or permit the use of the Lands to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, Release or process any Contaminants, except as may be reasonably required for the Permitted Uses and in strict compliance with Environmental Laws.
- (c) The Lessee will not carry out, or permit to be carried out, any operations or activities or construct any Improvements or Alterations that in the reasonable opinion of the Lessor materially increase the risk of liability to the Lessor (whether direct or indirect) as a result of the application of Environmental Laws.
- (d) The Lessor may consider the Lessee to be in Default and may terminate this Master Sublease upon:
 - (i) a Default by the Lessee of any provision contained in this Article 12;

- (ii) the Lessor becoming aware of a default of Environmental Laws with respect to the Lands or the presence of any Contaminants on, in, or under the Lands which raises a material risk of liability to the Lessor (whether direct or indirect), as determined by the Lessor acting reasonably; or
- (iii) the amendment of or the addition to any Environmental Laws in a manner which materially increases the probability or extent of the Lessor's liability with respect to the Lessee's use and occupancy of the Lands. under any Environmental Laws.

12.2 **Environmental Review**

- (a) No Construction Before Review. No Project will commence on the Lands until the Lessor has conducted an Environmental Review of the Project and determined that, subject to any mitigation measures that the Lessor reasonably requires, the Project is not likely to cause any significant adverse environmental effects.
- (b) Review. The Lessee will, at the Lessee's expense, provide the Lessor with any information requested by the Lessor to enable the Lessor to conduct an Environmental Review of the Project, including:
 - (i) any information or documents reasonably required by an Authority respecting such Environmental Review;
 - (ii) an Environmental Review report of the Project that includes such information as the Lessor requires; and
 - (iii) a certificate from an architect or engineer licensed to practice their respective profession in Canada, certifying that the proposed Project complies with the plans related to development of the Lands approved by the Lessor, acting reasonably, and with this Master Sublease.
- (c) Inadequacies to be Addressed. If the Environmental Review report referenced in section 12.2(a) does not meet with the reasonable satisfaction of the Lessor, then the Lessor may identify and notify the Lessee of each inadequacy in the report. The Lessee will ensure that the inadequacies are addressed to the reasonable satisfaction of the Lessor in a revised report.
- (d) Implementation. If the Lessor determines that the Project, subject to any mitigation measures that the Lessor requires, is not likely to cause any significant adverse environmental effects, then the Lessee will ensure that any physical activities related to the Project, including site preparation, construction, operation, or decommissioning of the Project, will comply with the mitigation measures.
- (e) Mitigation Measures. If an Environmental Review of the Project is conducted, the Lessee will implement the mitigation measures identified therein. In each case, the Lessee will provide the Lessor with certification of an environmental technologist certified in accordance with the laws of Alberta and Canada

("Environmental Technologist") of the implementation of all mitigation measures required under an Environmental Review within the timelines specified in that review.

- (f) Release. If during the Environmental Review process the Lessor determines that a Project should not proceed, then the Lessor and its employees, agents, contractors, or subcontractors, are not responsible to the Lessee for the inability of the Lessee to use the Lands as anticipated and the Lessee hereby releases and indemnifies and holds harmless the Lessor and its employees, agents, contractors, or subcontractors, from any such liability.

12.3 Contaminants and Releases

- (a) Removal of Contaminants.

- (i) If requested by the Lessor or any lawful Authority, the Lessee will, at its own expense, immediately remove from the Lands any Contaminants that are, or have been, located, stored, or incorporated in, on, or under the Lands and, upon removal, will promptly provide the Lessor with documentation satisfactory to the Lessor, confirming the completion of the removal satisfactory to the Lessor and any Authority.
 - (ii) Prior to the end of the Term or within 30 days after the earlier termination of this Master Sublease, the Lessee will at its own expense, remove from the Lands any Contaminants that are, or have been, located, stored, or incorporated in, on or under the Lands, or such longer period as is reasonably required to complete such removal if it is not commercially reasonable to remove the Contaminants within such 30 day period provided that the Society pursues removal diligently during such period.

- (b) Release of Contaminants. Upon the Release of any Contaminants, the discovery by the Lessee of a Release of any Contaminants, or the Lessee's receipt of notice by any Person following their discovery of a Release of any Contaminants, in, on, or under the Lands, the Lessee will:

- (i) immediately deliver notice to the Lessor and any appropriate Authority of the occurrence of the Release;
 - (ii) ensure any notice includes details relating to the Release, including the time and extent of the Release, the estimated amount of Contaminants, the remedial action taken prior to the delivery of the notice, the remedial action that the Lessee intends to take in order to contain or rectify the Release, and any Persons observed who appeared to have caused or who were in the vicinity of the Release;
 - (iii) immediately remove from the Lands said Contaminants, and take, at its own expense, all remedial action necessary to fully rectify the effects of the Release in, on or under the Lands in compliance with all reasonable requests by the Lessor and all applicable Environmental Laws;

- (iv) provide the Lessor with an environmental site assessment report, satisfactory to the Lessor, prepared by an Environmental Technologist, and the report will specify the Lessee's activities under section 12.3(b)(iii) and the state of the Lands after the completion of such activities as compared to the state of the Lands prior to the Release, and which report will be addressed to the Lessee and the Lessor and will state that such report may be relied upon by the Lessee and the Lessor, and the Lessee agrees that this report may be relied on by the Lessor; and
- (v) undertake such further activities as the Lessor may reasonably require to remove said Contaminants and rectify the Release, based on the report referred to in this section 12.3(b)(v).
- (c) Remedy of Default by Lessor. If there is a default by the Lessee of this section, then the Lessor may take whatever action that the Lessor considers necessary to address the Release. The Lessee will provide the Lessor, its officials, agents, contractors or servants with unfettered access to the Lands for that purpose. The Lessor's reasonable costs for addressing the Release will be deemed to be Additional Rent immediately due and payable by the Lessee to the Lessor upon the Lessor delivering notice of the Lessor's costs to the Lessee.

12.4 Inspection

The Lessee agrees that the Lessor may, at any time during the Term, access and inspect the Lands and conduct any environmental site assessment or other testing, audit or investigation that the Lessor deems necessary, acting reasonably, to determine the compliance of the Lessee's use of the Lands with Environmental Laws and this Master Sublease.

12.5 Representations and Warranties

- (a) The Lessee represents and warrants to the Lessor that the Lessee's operations on the Lands do not involve the location, storage, incorporation, manufacture, or Release of any Contaminants except in accordance with this Master Sublease.
- (b) The Lessee represents and warrants to the Lessor that the Lessee, its affiliates and their respective directors or senior officers have not been prosecuted for any offences, or been subject to any orders, administrative monetary penalties, or other similar penalties under any Environmental Laws.

12.6 Survival of Environment Sections

This Article 12 survives the expiration or earlier termination of this Master Sublease for a term of 1 year.

ARTICLE 13
ASSIGNMENTS, SUB-SUBLEASES AND MORTGAGES

13.1 Assignments

- (a) The Lessee will not assign its interest in this Master Sublease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.
- (b) It shall be a precondition to the assignment of this Master Sublease by the Lessee that Tsuut'ina Nation Chief and Council, at their discretion, execute a Band Council Resolution authorizing the same.
- (c) No assignment is valid until the proposed assignee has executed a written agreement in a form reasonably acceptable to the Lessor.
- (d) The assignment of this Master Sublease by the Lessee will not relieve or discharge the Lessee from any of its obligations under this Master Sublease unless the Lessor otherwise agrees in writing.

13.2 Sub-Subleases

- (a) Subject to the terms and conditions in this section, the Lessee may sublet the Lands to Original Sublessees and assignees of Sub-Subleases without the consent of the Lessor. Any other sublease of the Lands will require the consent of the Lessor.
- (b) A Sub-Sublease must be consistent with the terms of this Master Sublease and the Head Lease and will not cause the Lessee to be in Default and must be in a form capable of being registered in the ILRS. If there is any conflict between the terms of this Master Sublease and any Sub-Sublease, the terms of this Master Sublease will prevail.
- (c) A Sub-Sublease will contain the following terms:
 - (i) the Sub-Sublease will terminate at least one day before the end of the Term, unless terminated early under its terms, or by operation of law upon earlier termination of this Master Sublease; and
 - (ii) the Sub-Sublease will be expressly subject and subordinate to the Head Lease and to the rights of the Lessor under this Master Sublease, and in the instance of a conflict between the Sub-Sublease and the Head Lease, the Head Lease will prevail.
- (d) The rent payable under the Sub-Sublease will be at least fair market rent, or the equivalent thereof.
- (e) The Lessee will comply with all applicable Laws regarding the Sub-Sublease, the subleased portion of the Lands, and any activity on the subleased portion of the Lands.

- (f) Sub-Sublessees may assign their interests in any Sub-Sublease without the prior written consent of the Lessor.

13.3 **Mortgages**

- (a) The Lessee will not grant a Mortgage of its interest in this Master Sublease without the prior written consent of the Lessor and the Minister, such consent not to be unreasonably withheld or delayed.
- (b) The Lessee will not cause or permit any assignment of an interest in this Master Sublease pursuant to the exercise of the Mortgagee's remedies under its Mortgage or at law without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed. Any such assignment will be in accordance with the provisions of this Master Sublease.
- (c) The Lessee will ensure that the Mortgage will provide that the proceeds of all insurance policies with respect to the mortgaged portion of the Lands will be used solely for repairing, replacing, restoring, and reconstructing any portion of the Lands damaged or destroyed as set out under this Master Sublease.
- (d) The Lessee will ensure that the Mortgage does not conflict with the terms of this Master Sublease, and by complying with the Mortgage, the Lessee will not be in Default.
- (e) If the Lessee defaults on any obligation, covenant, or agreement in a Mortgage, the Lessor may:
 - (i) consider that a Default has occurred;
 - (ii) cure the default under the Mortgage on the Lessee's behalf; and
 - (iii) require by notice to the Lessee that any expenses incurred by the Lessor to cure the default under the Mortgage will be a debt immediately due and payable, and to be paid promptly, by the Lessee as Additional Rent.
- (f) Any Default Notice issued by the Lessor will not be valid for any purpose unless and until a copy of such notice is also provided to any Mortgagee.
- (g) Notwithstanding sections 13.3(a) to (c), Sub-Sublease Holders may grant Mortgages over their leased portion of the Lands without prior written consent of the Lessor, provided that any such grants are subject to the Sublessee's prior written consent. Any assignment by a Mortgagee pursuant to its remedies under a Mortgage or at Law may be exercised without the prior written consent of the Lessor.

13.4 **Provisions Applicable to all Assignments, Sub-Subleases and Mortgages**

- (a) Any curing of a Default by a Person other than the Lessee will constitute curing of that Default by the Lessee.

- (b) The Lessor's right to consent to or approve any assignment, sublease, sublicense, Mortgage, transfer or other disposition or encumbrance of this Master Sublease will not apply to any assignment, sublease, sublicense, mortgage, or other transfer or encumbrance of a Sub-Sublease.
- (c) No assignment, sublease, sublicense, Mortgage, transfer, or other disposition or encumbrance of any of the Lessee's interest in this Master Sublease will relieve or discharge the Lessee from any of its obligations or liabilities under this Master Sublease.

13.5 Change of Control

- (a) A change of control of the Lessee constitutes an assignment requiring the Lessor's consent.
- (b) If the Lessee is a corporation or limited partnership comprised of corporations, a change of control or ownership is the change in the control and beneficial ownership of 50% or more of the voting securities of any class of the corporation or the change in the corporation, comprising the controlling interest of the limited partnership, by sale, assignment, subscription, operation of law, or other disposition.
- (c) If the Lessee is a society, the creation of a branch society or amalgamation of the Lessee, or to the extent permitted by law, any conversion of the Lessee into a corporation or other corporate form, constitutes a change of control.

13.6 Change of Control

The Lessor will not consent to any assignment of the Original Subleases from and after the Commencement Date.

ARTICLE 14 INSOLVENCY

14.1 Events of Insolvency

The following are considered to be events of insolvency:

- (a) when the Lessee makes an assignment for the benefit of creditors or otherwise starts proceedings under any bankruptcy or insolvency Laws;
- (b) when a receiver (including a receiver-manager, interim receiver, trustee, liquidator, or other custodian of the Lessee's interest in the Lands) is appointed, other than by a Mortgagee under a Mortgage of this Master Sublease;
- (c) when the Lessee is declared or becomes bankrupt or insolvent; or
- (d) if the Lessee is a corporation or limited partnership and any application, petition, certificate, or order is made or granted to wind-up or dissolve the Lessee, voluntarily or not.

14.2 **Effect of Insolvency**

An event of insolvency is a Default, and, upon such Default the Lessor may, by notice to the Lessee, declare the Term ended. The rights of the Lessor provided under Section 15.2 will apply to any such termination.

ARTICLE 15 **DEFAULTS AND END OF LEASE**

15.1 **Defaults**

- (a) Default Notice. If the Lessee defaults on any obligation hereunder ("**Default**"), then the Lessor may give the Lessee a written default notice setting out in reasonable detail the nature and circumstances of any such Default ("**Default Notice**").
- (b) Cure Period
 - (i) If the Default relates to non-payment of Rent, the Lessee will cure such Default within ten days of receipt.
 - (ii) If the Default relates to any default under the Agreement other than non-payment of Rent, the Lessee will cure the Default identified in a Default Notice within thirty days of receipt thereof. If the Default can:
 - A. be reasonably cured within 30 days of receipt of a Default Notice and the Lessee fails to cure the default within the 30 days; or
 - B. not be reasonably cured within 30 days of receipt of a Default Notice and the Lessee does not begin to cure the default within the thirty days to the reasonable satisfaction of the Lessor or continue to cure the default with due diligence after beginning to cure;then the Lessor may declare the Term ended by providing a termination notice ("**Termination Notice**") to the Lessee, or without notice or demand, with or without process of law and by forcible entry if necessary, re-enter into and upon the Lands, or any part thereof in the name of the whole.
- (c) Non-Payment of Rent. The Lessee will cure the Default identified in a Default Notice if such Default is a failure to pay Rent in accordance with this Master Sublease within ten days of receipt.
- (d) Lessor may Cure Default. If a Default is not cured within the time provided for under this Master Sublease, then the Lessor may, with unrestricted access to the Lands, cure such Default and any of the Lessor's expenses may be charged to the Lessee as Additional Rent immediately due and payable by the Lessee. If the Lessor begins to cure the Default, the Lessor will have no obligation to continue or complete any actions which would cure the Default to completion.

The Lessor will indemnify and hold harmless the Society from and against any Losses caused by, arising from or relating to damage to real property, personal property or injury or death of persons resulting from the Lessor's access to the Lands pursuant to this section 15.1(d).

15.2 **End of Lease**

- (a) Re-Entry. If this Master Sublease ends early, then the Lessee's interest in the Lands ends and the Lessor may re-enter the Lands and possess and enjoy them as if this Master Sublease had not been made.
- (b) Sub-Subleases. Notwithstanding section End of Lease 15.2(a), the Lessee will cooperate in good faith with the Lessor during any such re-entry, and will take such action as is reasonably required by the Lessor to give effect to the Sub-Subleases, including preparing and duly executing and delivering where applicable, any reasonably required documents, information, records, agreements, certificates, authorizations, or other instruments required to give effect to the Sub-Subleases in an effort to maintain the interests of the Sub-Sublease holders.
- (c) Overholding. Provided that the term of the Designation Extension under which this Master Sublease has been granted has not expired, or another designation is made in respect of the Lands, if, after the Term ends, the Lessee holds over occupation of the Lands and the Lessor accepts Rent from the Lessee then:
 - (i) the new tenancy created is a tenancy from month to month and not from year to year;
 - (ii) the Rent payable will be the fair market rent for the Lands at the time of such overholding; and
 - (iii) the Lessee will be subject to the obligations, covenants, and agreements contained in this Master Sublease so far as the same are applicable to a month-to-month tenancy.
- (d) Determination of Fair Market Rent. The Parties will jointly select an appraiser for the purpose of determining fair market rent under section 15.2(c)(ii), failing which each Party will select an appraiser, and such selected appraisers will jointly select a third appraiser who will conduct the appraisal required to determine the fair market rent applicable to such month to month tenancy. For administrative purposes, the Lessor may determine a reasonable fair market rent applicable to each month of such month to month tenancy, provided that such determined amount will be adjusted upon completion of the appraisal, and the Parties will make such payments as are required to correct any variance between such determined fair market rent and the fair market rent set out in an appraisal.
- (e) Effect of Termination on Holdout Leases. If this Lease terminates on or prior to the end of the Holdout Term applicable to any Holdout Sublease valid and

binding at the time of such termination of this Lease, the concurrent lease relating to such Holdout Sublease Lot will end, and any and all of the Lessee's interest in and to such Holdout Subleases will end and revert to the Lessor.

15.3 **Amounts Owing at the End of Lease**

Despite this Master Sublease ending early, the Lessee will pay the following to the Lessor:

- (a) all outstanding Rent to the end of the Term;
- (b) all of the Lessor's prospective losses and expenses, including those arising from the Lessee's failure to carry on business; and
- (c) any other amounts allowed by law.

15.4 **Access to the Lands**

The Lessee is entitled to access the Lands after this Master Sublease ends only at reasonable times and on reasonable conditions set by the Lessor and only to perform any of the Lessee's obligations that survive after this Master Sublease ends. The Lessee is not entitled to possession of the Lands and will not be deemed to have possession of the Lands under this section when performing its obligations under this Master Sublease. This section survives the expiration or earlier termination of this Master Sublease.

15.5 **Remedies are Cumulative**

All remedies under this Master Sublease or at law may be exercised at the same time and the exercise of one remedy does not preclude the exercise of any other remedy.

15.6 **Surrender**

Upon the expiration or earlier termination of the Term, the Lessee will peaceably surrender the Lands to the Lessor in the condition required by the terms of the Head Lease.

ARTICLE 16 **NOTICE AND REPAYMENT**

16.1 **Notice**

All notices or demands to be given or made under this Master Sublease will be in writing, and all Rent to be paid will be delivered in accordance with this Article to the following addresses:

To the Lessor:

Sarcee Developments Ltd.
9911 Chiila Boulevard
Tsuut'ina Nation T3T 0E1

Attention: Darrell Crowchild, President
Email: darrellcrow@tsuutina.com
Phone: 403.238.6320

And to general counsel thereof:

Address: 9911 Chiila Boulevard, Tsuut'ina Nation, T3T 0E1
Attention: General Counsel of Sarcee Developments Ltd.
Email: tbraun@tsuutina.com
Phone: 403.238.6210

To the Lessee at:

Townsite of Redwood Meadows Administration Society

1 Manyhorses Drive
Redwood Meadows, Alberta
T3Z 1A4

Attention: Paul Sawler, Mayor
Email: psawler@redwoodmeadows.ab.ca
Phone: (403) 949-3563

And to: Macushla Law Corporation
Email: hello@macushlaw.ca
Phone: 604.868.5297

16.2 **Delivery**

If any question arises as to the date on which payment, notice, or demand was made, it will be deemed to have been delivered:

- (a) if sent by email, the day it was delivered;
- (b) if sent by mail, on the sixth Business Day after the notice was mailed; or
- (c) if sent by any means other than fax or mail, the day it was received.

If the postal service is interrupted or threatened to be interrupted, then any payment, notice, or demand will only be sent by means other than mail.

16.3 **Change of Contact Information**

Any Party may change its contact information shown in this Master Sublease by informing the respective Party of the new contact information, and the change will take effect thirty 30 days after the notice is delivered.

ARTICLE 17

DISPUTE RESOLUTION

17.1 **Dispute Resolution**

- (a) If a dispute, controversy, disagreement, or claim arises between the Parties to this Agreement ("**Dispute**"), the Parties will resolve any such Dispute in the following manner:

- (i) if the Liaison Committee, as defined in the Stewardship Agreement, is unable to resolve any issue, argument, dispute, or other conflict relating to any part of this Agreement or interpretation hereof, or any act or omission of any Party hereto, any Party may, and a Party alleging a Dispute must, send a written notice to the other Parties setting out the details of the Dispute ("**Dispute Notice**").
- (b) Subject to the right of either Party to not engage the resolution process involving the Dispute Resolution Committee hereinafter described, upon the issuance and receipt of a Dispute Notice, the Parties will refer the Dispute to a committee ("**Dispute Resolution Committee**"), comprised of:
 - (i) 1 Tsuut'ina Nation elder appointed by Tsuut'ina Nation Chief and Council;
 - (ii) 1 Lessor representative or their designate;
 - (iii) 1 Lessee council member or designate; and
 - (iv) 1 long-term holder of an Original Sublease interest, a long-term Sub-Sublease Holder, or such other Person appointed by the Society from time to time.
- (c) The Parties will appoint their member(s) of the Dispute Resolution Committee as soon as practicable after becoming aware that the Dispute was not able to be resolved informally. The Dispute Resolution Committee will review the circumstances of the Dispute, and issue a written decision setting out the Dispute Resolution Committee's decision relating to any such Dispute to the Parties, within 30 days of the date that all members of the Dispute Resolution Committee have been appointed. The decision of the Dispute Resolution Committee is non-binding on the Parties, and the Parties may agree to forgo the Dispute Resolution Committee step in dispute resolution in writing. The Dispute Resolution Committee may engage such experts or advisors as are reasonably required to fully understand and diligently resolve the subject Dispute by the Dispute Resolution Committee, acting reasonably, and the costs of any such experts or advisors will be shared equally by the Parties. The Dispute Resolution Committee will meet in such location as is reasonably determined by the Dispute Resolution Committee, which in any event will be either on Tsuut'ina Nation lands or which may occur by teleconference or video conference.
- (d) If the Parties do not agree with the decision of the Dispute Resolution Committee, or if the Parties agree to not resolve the dispute using the Dispute Resolution Committee, or any Dispute otherwise remains unresolved, then the Parties will refer the Dispute to an Arbitrator jointly selected and appointed by the Parties and such Arbitrator's decision will be final and binding on the Parties. If the Parties are unable to agree on a single Arbitrator, then each of the Parties will appoint an Arbitrator and the two Arbitrators will jointly select and appoint a third Arbitrator, and this third Arbitrator will be the Arbitrator for the purposes of any arbitration process engaged pursuant to this section

17.1(d). Any Dispute that proceeds to arbitration hereunder will proceed pursuant to the Simplified Arbitration Procedure set forth by the Alternative Dispute Resolution Institute of Canada Arbitration Rules, 2016. Each Party shall pay the cost of any arbitration equally. The seat of the arbitration shall be Tsuut'ina Nation and the arbitration conducted in the English language.

ARTICLE 18

MISCELLANEOUS

18.1 All Terms are Covenants

All agreements, terms, conditions, covenants, provisions, duties, and obligations to be performed or observed by the Lessor and Lessee under this Master Sublease are deemed to be conditions as well as covenants.

18.2 Presumption

There will be no presumption that any ambiguity in any of the terms of this Master Sublease will be interpreted in favour of any Party.

18.3 Net Lease for the Lessor

Except as stated herein, this Master Sublease is to be a completely carefree net lease for the Lessor. Notwithstanding anything in this Master Sublease to the contrary, the Lessor will not be responsible during the Term for any costs, charges, or expenses arising from or relating to the Lands, the use or occupancy of the Lands or the business carried out on the Lands, or any of the Lessee's obligations under this Master Sublease.

18.4 Binding on Successors

This Master Sublease will be for the benefit of and be binding upon the executors, administrators, successors, assigns, heirs, and other legal representatives, as the case may be, of each of the Parties.

18.5 No Waiver

No condoning, excusing, or overlooking by the Lessor of any Default by the Lessee at any time will operate as a waiver of, or otherwise affect the rights of, the Lessor in respect of any continuing or subsequent default. No waiver of these rights will be inferred from anything done or omitted by the Lessor except by an express waiver in writing.

18.6 No Assumption of Responsibility by Lessor

No consent or absence of consent by the Lessor will in any way be an assumption of responsibility or liability by the Lessor for any matter subject to or requiring the Lessor's consent.

18.7 Not a Joint Venture

Nothing in this Master Sublease will be construed as creating a relationship of agency, partnership, joint venture, or other such association between the Parties other than the relationship of lessor and lessee.

18.8 **Unavoidable Delay**

- (a) A *bona fide* default or other failure to comply, observe or perform any term of this Master Sublease will be deemed not to be a default or failure to comply, observe, or perform any term by a Party if such default or failure to comply, observe, or perform a term was due to or caused by or materially contributed to by Unavoidable Delay.
- (b) A Party claiming the benefit of Unavoidable Delay will promptly provide the other Party with notice of the Unavoidable Delay upon learning of such default or failure to comply with, observe or perform any term of this Master Sublease. Such Party will promptly, in good faith, and in a commercially reasonable manner, put itself in a position to carry out the terms of this Master Sublease notwithstanding any Unavoidable Delay.

18.9 **Corporate Authority**

The Lessor represents and warrants to the Lessee that the Lessor:

- (a) has the corporate authority under its documents of incorporation to enter into this Master Sublease and to perform all of the obligations, covenants, and agreements contained in this Master Sublease;
- (b) is a corporation duly incorporated under the laws of the province of Alberta;
- (c) is a valid and subsisting corporation in good standing with respect to the filing of annual reports with the provincial corporate registry; and
- (d) will remain in good standing with respect to the filing of annual reports with the provincial corporate registry.

18.10 **Authority**

The Lessee represents and warrants to the Lessor that:

- (a) it has all necessary authority to enter into this Master Sublease and to perform all of the covenants and agreements contained herein; and
- (b) the Lessee is a society formed pursuant to the laws of Alberta, is not a reporting company and is a valid and subsisting society in good standing and will remain in good standing.

18.11 **Conditions**

The Parties' rights and obligations hereunder, including the Lessee's obligation to pay Rent hereunder, are expressly conditional upon the occurrence of the following events. If the conditions are not waived or fulfilled on or prior to the Commencement Date, the Lessee will refund \$10 to the Lessor, being the consideration payable to the Lessor for the Lessor not revoking its offer to lease hereunder:

- (a) Due execution and delivery of the Stewardship Agreement.

- (b) Due execution and delivery of the Head Lease Extension.
- (c) Due execution and delivery of the Tax Administration Agreement.
- (d) Due execution and delivery of the Consent Agreement.
- (e) Issuance of the Ministerial Order by ISC.

18.12 **Limitation of Liability**

- (a) Maximum Liability. Notwithstanding any term herein, the Lessee's, and the directors', employees', agents', contractors', and members' of the Lessee (together with the Lessee, the "**Lessee Parties**"), maximum liability arising in relation to this Sublease will be limited to such funds available from the following sources at the time any such liability arises:
 - (i) any insurance proceeds obtained by the Lessee in direct relation to such liability;
 - (ii) any grant funding obtained by Tsuut'ina Nation or the Lessee pursuant to section 2.4 of the Stewardship Agreement in direct relation to such liability;
 - (iii) funds held in any general or infrastructure/capital related reserve or contingency fund (which excludes any reserve or contingency fund related to lease renewal or other matters of a specific nature, or not of a general nature or related to infrastructure or capital maintenance, repair, replacement or operation); and
 - (iv) funds available to the Society through: (A) exercise of the Society's taxation authority pursuant to the Tax Administration Agreement; or (B) by collection of Additional Rent from Sub-Sublessees; provided that such maximum liability in respect of funds available pursuant to section 18.12(a)(iv) is equal to or less than a sum that is 5% higher than the aggregate funds assessed pursuant to such sections in the calendar year immediately preceding the year in which any liability to which this section 18.2 is applied arises.
- (b) No Consequential or Indirect Damages. Notwithstanding any rule of law or equity to the contrary, in no event shall any Lessee Party be liable under this agreement to Tsuut'ina Nation or any third party for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, including any damages for business interruption, loss of use, data, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise, regardless of whether such damages were foreseeable and whether or not any Lessee Party was advised of the possibility of such damages.

18.13 **ILRS Registration**

The Parties will use best efforts to ensure that this Master Sublease and any other documents related to the execution and filing hereof, including without limitation the restated letters of undertaking applicable to Amended and Restated Sub-Subleases executed by Original Sublessees, will be duly registered with the ILRS on, or as soon as practicably following, the Commencement Date.

18.14 **Counterpart Execution**

This Master Sublease may be executed in one or more counterparts, each of which is considered to be an original but all of which together constitute one and the same document. Each Party will promptly deliver its originally executed Master Sublease to the other Party.

[Signature page follows]

[Signature page to Master Sublease]

IN WITNESS WHEREOF the Parties have executed this Master Sublease as of the date of execution by the Lessor.

**TOWNSITE OF REDWOOD MEADOWS
ADMINISTRATION SOCIETY**

Per: _____
Paul Sawler, Mayor

Per: _____
Scott Ackerman, Deputy Mayor

SARCEE DEVELOPMENTS LTD.

Per: _____
Darrell Crowchild, President

SCHEDULE A - TOWNSITE LANDS

[See attached]

SCHEDULE B

IMPROVEMENTS

The Improvements include that or those, as the case may be, improvements, as replaced, renovated, or moved from time to time, including that certain:

1. administration building, with a civic address of 1 Manyhorses Dr, Redwood Meadows, AB T3Z 1A4, located northwest and adjacent to the Fire Hall, via second southward entry off of Hwy 8 into the Townsite Lands ("**Administration Building**");
2. fire hall, with a civic address of 1 Redwood Meadows Dr, Redwood Meadows, AB T3Z 1A2, located at the second southward entry off of Hwy 8 into the Townsite Lands ("**Fire Hall**") and associated accessory buildings located north thereof;
3. maintenance building, located just north of the Administration Building;
4. Curtis Field park ("**Curtis Field Park**"), Curtis Field Park playground ("**Playground**"), and Curtis Field Park baseball diamond ("**Baseball Diamond**"), located in Curtis Field Park, located northwest and across Manyhorses Drive from the Administration Building;
5. hockey rink, located in the southwest corner of Curtis Field Park ("**Hockey Rink**");
6. skate shack and Zamboni Storage, and public washroom building, located to the north of the Hockey Rink ("**Hockey Rink Building**");
7. skateboard park and associated structures, fixtures and appurtenances, located to the west of the Hockey Rink ("**Skate Park**");
8. pair of tennis courts (2), located in the northwest corner of Curtis Park and adjacent to the Skate Park ("**Tennis Courts**");
9. lady bug kids park, located adjacent to Redwood Meadows Drive, approximately 500 meters south of the Administration Building;
10. water treatment plant and associated structures, fixtures, and appurtenances, located at the westernmost end of the Redwood Meadows Close roundabout ("**Water Treatment Plant**");
11. water treatment related infrastructure, with various locations throughout the Townsite Lands, including:
 - a. underground distribution lines;
 - b. reservoir located just behind the Water Treatment Plant; and
 - c. water intake gallery, located across the North Berm behind the Water Treatment Plant;
12. sewer lift station, located approximately 2 kilometers North of Redwood Meadows, including associated underground lines and collection system;
13. overland drainage lift station, located at the far end of the North Berm;
14. flood mitigation berm, which runs from the northeast boundary of the Townsite Lands near the junction of Manyhorses Drive and Cowboy Trail, northwest to the northernmost boundary of the Townsite Lands, and then south and southwest between various lots within the Townsite Lands and the Elbow River along the western boundary of the Townsite Lands, to the south west portion of the Townsite Lands

terminating at Redwood Meadows Drive just north of the junction of Wolf Drive and Redwood Meadows Drive;

15. sound dampening berm, which runs from the north east corner of the Townsite Lands to the south of the junction between Manyhorses Drive and Cowboy Trail, to the south along the eastern boundary of the Townsite Lands between various homes within the Townsite Lands and Cowboy Trail, terminating just northeast of the junction between Redwood Meadows Drive and Cowboy Trail, and commencing again just to the southwest of such junction, and again running south along the eastern boundary of the Townsite Lands between various homes within the Townsite Lands and Cowboy Trail;
16. roads and paved common areas located within the Townsite Lands;
17. streetlights and power distribution systems within the Townsite Lands (owned and operated by Fortis);
18. coaxial Internet cabling throughout the community, which such cabling and network systems, notwithstanding the definition of Infrastructure herein, are owned and operated by Eastlink; and
19. such other fixtures located within the Townsite Lands as of the commencement date of the Master Sublease or from time to time during the term thereof ordinarily used or necessary for the management and administration of the Townsite of Redwood Meadows.

SCHEDULE C

AUTHORIZING RESOLUTIONS

[See attached]

SCHEDULE D

HEAD LEASE AND HEAD LEASE EXTENSION

[See attached]

SCHEDULE E

FORM OF SUB-SUBLEASE

[See attached]

SCHEDULE F
STEWARDSHIP AGREEMENT

[See attached]

SCHEDULE G

TSUUT'INA NATION BURIAL PROTOCOL

[See attached]

SCHEDULE H

RENT

1. **Down Payment.** The Society will pay to Sarcee:
 - a. the sum of \$4,000,000.00 within 48 hours of Effective Date ("**First Down Payment**"); and
 - b. the sum of \$4,000,000.00 on or before the day that is 90 days from the Commencement Date ("**Second Down Payment**").
2. **Second Down Payment Adjustment.** Notwithstanding section 1 of this Schedule H, the Second Down Payment will be adjusted to reflect the number of Original Sublease Holders that have duly executed and delivered Sub-Subleases prior to the Commencement Date. For example, if 340/351 Original Sublease Holders executed Sub-Subleases on or prior to the Commencement Date, the Second Down Payment will be as follows:

$$\$4,000,000.00 * (340/351) = \$3,874,643.87$$

3. **Annual Payment.** On or before September 30 of each year of the Term ("**Annual Payment Date**"), the Society will pay the sum of \$800,000 subject to any applicable adjustments set forth in Section 4 of this Schedule H ("**Annual Payment**"). For greater certainty, if the Annual Payment Date relates to the first year of the Term, or the date of expiry or earlier termination hereof does not fall on the Annual Payment Date, Annual Payment will be reduced or increased, as applicable, by a *pro rata* amount to reflect the number of days during which the Term was effective during such calendar year.
4. **Adjustments to Annual Payment.** Notwithstanding section 3 of this Schedule H, the Annual Payment will be adjusted as follows:
 - a. The Annual Payment will be increased each year by 1.2% over the previous year's Annual Payment ("**Index Adjustment**").
 - b. The Annual Payment will be adjusted to reflect the number of Original Sublease Holders that have duly executed and delivered Sub-Subleases prior to the most recently passed Commencement Date anniversary ("**Annual Payment Holdout Adjustment**"). For example, if 340/351 Original Sublease Holders execute Sub-Subleases on or prior to the second anniversary of the Commencement Date, the Annual Payment due and payable by the Society on the second anniversary of the Commencement Date will be as follows:

$$(\$800,000.00 * 1.012) * (340/351) = \$784,227.92$$

- c. The Society will use commercially reasonable efforts to ensure that any reduction amounts payable hereunder due to any Second Down Payment Adjustment or Annual Payment Holdout Adjustment are recouped upon

assignment of any Original Sublease by any Original Sublease Holder that held out on execution and delivery of the Sub-Sublease on or prior to the Commencement Date ("**Holdouts**") to another person or other execution of the Sub-Sublease by any Holdout, in accordance with the terms of the Sub-Sublease. If the Society is successful in recouping any portion of any Holdout Adjustment from any Sub-Sublessees, the Society will add such recouped portion to the next upcoming scheduled Annual Payment.

SCHEDULE I

FORM OF ORIGINAL SUBLEASE

[See attached]

SCHEDULE J

SIDE LETTER

[See attached]

SCHEDULE I - FORM OF SUB-SUBLEASE

[See attached]

SUB-SUBLEASE

BETWEEN:

TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

AND:

[NAME OF SUB-SUBLESSEE]

APRIL 1, 2021

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SUB-SUBLEASE

THIS SUB-SUBLEASE made as of April 1, 2021 ("**Effective Date**").

BETWEEN:

TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY, a
Society incorporated under the Laws of Alberta
("**Sub-lessor**")

AND:

[INSERT NAME(S) OF SUB-SUBLESSEE]

("Sub-Sublessee")

(each a "**Party**" and together the "**Parties**")

WHEREAS:

- A. Tsuut'ina Nation has designated the Designated Lands, INAC has entered into the Head Lease with Sarcee Developments, and Sarcee Developments has developed a portion of such lands into a residential area known as the Townsite of Redwood Meadows located on the Townsite Lands;
- B. Sarcee Developments has subdivided a portion of the Designated Lands into individual lease parcels and Common Areas and Facilities, which make up the Townsite Lands, and has entered into the Original Subleases, pursuant to which Sarcee Developments leased individual lots of the Townsite Lands to the Original Sublessees and agreed to manage the operation and administration of the Townsite;
- C. pursuant to the Head Lease Extension, ISC has extended the Head Lease, and pursuant to the Master Sublease, Sarcee Developments has subleased the Townsite Lands to the Sub-Sublessor;
- D. pursuant to the Stewardship Agreement, Tsuut'ina Nation has appointed the Sub-Sublessor as Steward of the Townsite Lands, and the Sub-Sublessor has been granted certain rights and is subject to certain obligations respecting operation and administration of the Townsite;
- E. pursuant to the Master Sublease, the Society has been granted a leasehold interest in the Townsite Lands, and the Sub-Sublessee wishes to acknowledge and agree to subordinate its interest in the Premises to the interest of the Society pursuant to the Master Sublease; and
- F. in addition to the Sub-Sublessee's subordination of their leasehold interest in the Premises to the Sub-Sublessor's interest in the Premises granted thereto in the Master Sublease, the Sub-Sublessor and Sub-Lessee wish to amend and restate the Original

Subleases on the terms and conditions set out in this Sub-Sublease, such that the Original Sublease is of no further legal force or effect.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Sub-Sublease, the following terms have the meanings ascribed to them in this section for ease of reference:

- (a) **"Additional Rent"** means any amount payable to the Sub-Sublessor by the Sub-Sublessee under this Sub-Sublease, other than Rent and any applicable Taxes thereon, as more particularly described in section 3.4.
- (b) **"Alterations"** means, in the opinion of the Sub-Sublessor, acting reasonably, any substantial alterations, restorations, renovations, relocations, reductions, additions, expansions, reconstructions, removals, replacements, repairs, or modifications of any part of the Premises.
- (c) **"Appeal Notice"** has the meaning given to it in section 2.10.
- (d) **"Arbitrator"** means an arbitrator duly certified by the Alternative Dispute Resolution Institute of Alberta, or by a similar such organization in another Canadian jurisdiction, that has significant experience in the subject matter of the dispute.
- (e) **"Artifact"** means any burial site, human remains, or any item of archeological or cultural interest as defined in the Tsuut'ina Nation Burial Protocol.
- (f) **"Authority"** means:
 - (i) any court, tribunal, judicial body, or arbitral body or Arbitrator;
 - (ii) any domestic or foreign government or supranational body or Authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, Authority, governmental body, governmental bureau, governmental department, governmental tribunal, or governmental commission of any kind whatsoever;
 - (iii) any subdivision or Authority of any of the foregoing;
 - (iv) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing Authority under or for the account of the foregoing;
 - (v) any stock or securities exchange; and

- (vi) any public utility Authority, including Tsuut'ina Nation Civic Services.
- (g) **"Authorized Person"** has the meaning given to it in section 2.7.
- (h) **"Commencement Date"** means the Effective Date.
- (i) **"Common Areas and Facilities"** means any part of the Townsite Lands not within the boundaries of any individual Sub-Sublease Lot and any Improvements located in, on, above or below such lands or falling within the Premises, in and to which the Sub-Sublessor has any right, title or interest, or an obligation to operate or maintain, pursuant to the Master Sublease, or Stewardship Agreement.
- (j) **"Common Areas and Facilities Costs"** means any cost, liability or expense (whether capital or non-capital in nature) incurred by the Sub-Sublessor to operate, maintain, repair and replace the Common Areas and Facilities.
- (k) **"Contaminant"** includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, designated material or substance as defined in or pursuant to, regulated under, or subject to any applicable Environmental Laws.
- (l) **"Constitution"** means the *Constitution Act*, 1892, Schedule B to the Canada Act 1982 (UK), 1982, c. 11.
- (m) **"Construction"** means the construction, installation, erection, Alteration, modification, demolishing or the like, of an Improvement.
- (n) **"Construction Approval"** means the Sub-Sublessor's written approval and confirmation that any Plans and Proposed Improvements are compliant with the Rules, as defined in section 5.1.
- (o) **"Construction Requirements"** has the meaning give to it in section 5.1.
- (p) **"Cost of Services"** means the expenses, liabilities, fees, costs or other amounts paid by the Sub-Sublessor in the provision of the Services.
- (q) **"Council"** or **"Tsuut'ina Nation Chief and Council"** means the duly elected Chief and Council of the Tsuut'ina Nation within the meaning of the *Indian Act*.
- (r) **"Delayed Execution Interest"** has the meaning given to it in Schedule G.
- (s) **"Designation"** means the extension of the designation of the Originally Designated Lands by Tsuut'ina Nation pursuant to section 38(2) of the *Indian Act*.
- (t) **"Designated Lands"** means approximately 1,592.26 acres of land designated for leasing by Tsuut'ina Nation pursuant to section 38(2) of the *Indian Act* for commercial, agricultural, industrial, housing and recreational purposes more particularly described in the Head Lease.

- (u) **"Dispute"** has the meaning given to it in section 18.1.
- (v) **"Dispute Notice"** has the meaning given to it in section 18.1.
- (w) **"Dispute Resolution Committee"** has the meaning given to it in section 18.1.
- (x) **"Down Payment"** has the meaning given to it in Schedule G.
- (y) **"Effective Date"** means the date first written above.
- (z) **"Environment"** means the components of the earth and includes:
 - (i) air, lands and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and,
 - (iv) the interacting natural systems that include the components referred to in paragraphs (a), (b) and (c) of this definition.
- (aa) **"Environmental Laws"** means:
 - (i) any Laws relating, in whole or in part, to the assessment or protection of the Environment, or both; and
 - (ii) any decisions, determinations, mitigation measures, standards, codes, guidelines, or environmental protection measures made pursuant to those Laws.
- (bb) **"Event of Default"** has the meaning given to it in section 13.1.
- (cc) **"Extended Term"** means the period of time from the expiry date of the Original Term, being August 5, 2049, to the expiry date of the Master Sublease, less a day.
- (dd) **"Fair Market Rent"** means the most probable annual rent that the Premises should bring in a competitive and open market, reflecting all terms of this Sub-Sublease and assuming the following conditions:
 - (i) the Sub-Sublessee and the Sub-Sublessor are typically motivated, well informed, well advised and are acting prudently in an arm's length transaction;
 - (ii) a reasonable time is allowed for exposure in the open market and the rent represents the normal consideration for the Premises unaffected by undue stimulus or special fees or concessions granted by anyone associated with the transaction; and
 - (iii) the Premises are owned by the Head Landlord in fee simple, free of all charges and encumbrances, other than those registered in the Registry, and the inalienability or Indian reserve status of the Premises is not a discounting factor and will not be used as a basis to lower valuation in

comparing the Premises to other properties, whether or not such properties are Indian reserve lands.

- (ee) "**Fines**" has the meaning" given to it in section 2.10.
- (ff) "**Head Lease**" means the lease between the Lessor as lessee and Her Majesty the Queen, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, predecessor to the Minister, respecting the lease of the Designated Lands, dated September 6, 1974, and all amendments thereto including the amendments dated February 4, 1977, May 28, 1984, April 29, 2015, May 10, 2016, and finally as further amended by the Head Lease Extension, attached as Schedule B.
- (gg) "**Head Lease Extension**" means the Fifth Amendment of Commercial Lease dated March 12, 2021 between Sarcee and Her Majesty the Queen, in right of Canada, as represented by the Minister of Indigenous Services Canada attached in Schedule E.
- (hh) "**ILRS**" means the Surrendered and Designated Lands Register established by Section 55 of the *Indian Act*, being one of two registers established by the *Indian Act* known as the Indian Lands Registry System.
- (ii) "**INAC**" means her Majesty the Queen, in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, predecessor to ISC.
- (jj) "**Inherent Authority Law**" means any law enacted by Tsuut'ina Nation pursuant to Tsuut'ina Nation Inherent Authority.
- (kk) "**Improvements**" means any watercourse, well, cistern, reservoir, dam, dyke, berm, road, trail, streetlight, bridge, ditch, fence, park, recreational facility, building, structure, works, facility, infrastructure, services, landscaping, or other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to any improvements) but excluding chattels and Personal Property.
- (ll) "**Index Adjustment**" has the meaning given to it in Schedule G.
- (mm) "**Indian Act**" means the *Indian Act*, R.S.C. 1985, c. I 5.
- (nn) "**Inspection**" has the meaning given to it in section 2.7.
- (oo) "**Insured Damage**" means that part of any damage occurring to the Townsite Lands of which the cost of repair is actually recovered by the Sub-Sublessor under a policy of insurance in respect of perils from time to time effected by the Sub-Sublessor.
- (pp) "**ISC**" means Indigenous Services Canada, successor to Indigenous and Northern Affairs Canada (INAC).

- (qq) "**Law**" means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any Authority and includes those of the Tsuut'ina Nation.
- (rr) "**Losses**" means any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities, and losses including any diminution in the market value of the Premises, based on the Permitted Uses), sums paid in settlement of any claims, reasonable legal (on a solicitor and own client basis), consultant, and expert fees, and any costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Authority.
- (ss) "**Lot**" means the parcel of the Townsite Lands more particularly described in Schedule A.
- (tt) "**Lot Improvements**" means any buildings, decks, sheds, structures or improvements, including the Sub-Sublessee Improvements, situated on, under or above the Lot from time to time, including any Alterations to any such improvements, whether such improvements exist as of the Effective Date or not, and whether such improvements are constructed by the Sub-Sublessor, the Sub-Sublessee or any other person, but excluding the Improvements.
- (uu) "**Master Sublease**" means the lease made as of April 1, 2021 between Sarcee Developments and the Sub-Sublessor respecting the Townsite Lands substantially in the form attached hereto as Schedule C.
- (vv) "**Minerals**" means ore of metal and every natural substance that can be mined including:
- (i) that which occurs in fragments or particles lying on, above, or adjacent to the bedrock source from which it is derived and commonly described as talus;
 - (ii) that which is in place or position in which it was originally formed or deposited, as distinguished from loose, fragmentary, or broken rock or float, which, by decomposition or erosion of rock, is found in wash, loose earth, gravel, or sand; and
 - (iii) coal, petroleum, and all other hydrocarbons, regardless of gravity and howsoever and wheresoever recovered, natural gas, methane, coal bed methane, and other gases, building and construction stone, limestone, dolomite, marble, shale, clay, sand, and gravel.
- (ww) "**Monthly Payment**" has the meaning given to it in Schedule G.
- (xx) "**Mortgage**" has the meaning given to it in section 11.2(a).
- (yy) "**Mortgagee**" has the meaning given to it in section 11.3.
- (zz) "**New Head Lease**" has the meaning given to it in section 15.2.

- (aaa) "**New Lease Agreements**" has the meaning given to it in section 15.2.
- (bbb) "**New Lease Approval**" has the meaning given to it in section 15.4.
- (ccc) "**New Master Sublease**" has the meaning given to it in section 15.2.
- (ddd) "**New Sub-Sublease**" has the meaning given to it in section 15.1.
- (eee) "**Operating Costs**" means all costs and expenses of every kind and nature incurred by or on behalf of either the Sub-Sublessee or the Sub-Sublessor in connection with the maintenance, repair, operation, management, and administration of the Lot and the Lot Improvements.
- (fff) "**Original Sublease**" means the sublease agreement between Sarcee Developments and the Sub-Sublessee, the term of which expires August 5, 2049.
- (ggg) "**Original Term**" means the term of the Original Sublease, expiring August 5, 2049.
- (hhh) "**Overhold**" has the meaning given to it in section 14.4.
- (iii) "**Permitted Mortgage**" has the meaning given to it in section 11.2(a).
- (jjj) "**Permitted Transfer**" has the meaning given to it in section 11.1
- (kkk) "**Permitted Use**" means use of the Lot for residential purposes.
- (lll) "**Person**" includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association, or Sub-Sublessor, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, board, commission or Authority, organization or any other form of entity however designated or constituted, or any group, combination or aggregation of any of them.
- (mmm) "**Premises**" means the Lot and the Lot Improvements.
- (nnn) "**Previous Mortgage**" has the meaning given to it in section 11.8.
- (ooo) "**Proportionate Share**" means a fraction having as its numerator the area of the Premises and as its denominator the total area of all portions of the Lands that the Sub-Sublessor determines from time to time are intended to be subleased (including the all of the Sub-Sublease Lots but excluding the Common Areas and Facilities).
- (ppp) "**Proposed Improvements**" has the meaning given to it in section 5.1.
- (qqq) "**Public Engagement Obligations**" has the meaning given to it in section 15.3.
- (rrr) "**PVP Fund**" has the meaning given to it in Schedule G.
- (sss) "**PVP Fund Withholding**" has the meaning given to it in Schedule G.

- (ttt) "**Registry**" means the Indian Lands Registry under section 21 of the *Indian Act*.
- (uuu) "**Release**" includes discharge, dispose of, spray, inject, inoculate, abandon, deposit, spill, leak, leach, seep, pour, emit, empty, throw, dump, place, exhaust, or migrate.
- (vvv) "**Renewal Procedure**" means the Sub-Sublessor's negotiation of a potential renewal or extension of the Head Lease, Master Sublease and this Sub-Sublease in accordance with section 14.5 of the Stewardship Agreement.
- (www) "**Rent**" means any amount payable hereunder, including the Proportionate Rent, Down Payment, Down Payment Interest, Monthly Payments, Retroactive Monthly Payments, and Index Adjustment.
- (xxx) "**Response Notice**" has the meaning given to it in section 2.10.
- (yyy) "**Resident**" means any person resident on the Townsite Lands.
- (zzz) "**Restated Letter of Undertaking**" means the restated Letter of Undertaking substantially in the form attached as Schedule H.
- (aaaa) "**Retroactive Monthly Payments**" has the meaning given to it in Schedule G.
- (bbbb) "**Rules**" means the Townsite community rules, created, published, and circulated in the form and manner reasonably determined by the Sub-Sublessor, and as amended, repealed, or replaced from time to time during the term, including any of the Society's bylaws duly passed pursuant to the *Societies Act* (Alberta) at any time, including such bylaws passed prior to the date hereof.
- (cccc) "**Sarcee Developments**" or "**Sarcee**" means Sarcee Developments Ltd.
- (dddd) "**Schedule**" means the following attachments to this agreement labeled as, and which form part of and are an integral part to this Agreement:
- (i) Schedule A - Lot.
 - (ii) Schedule B - Head Lease.
 - (iii) Schedule C - Master Sublease.
 - (iv) Schedule D - Stewardship Agreement.
 - (v) Schedule E - Head Lease Extension.
 - (vi) Schedule F - Tsuut'ina Nation Burial Protocol.
 - (vii) Schedule G - Rent.
 - (viii) Schedule H - Restated Letter of Undertaking.
- (eeee) "**Services**" has the meaning given to it in section 4.2(b).

- (ffff) **"SNIS Approval"** has the meaning given to it in section 5.1(a)(iii).
- (gggg) **"Societies Act"** means the *Societies Act*, R.S.A. 2000, c. S-14.
- (hhhh) **"Steward"** has the meaning given to it in the Stewardship Agreement.
- (iiii) **"Stewardship Agreement"** means the agreement between the Sub-Sublessor, Sarcee and Tsuut'ina Nation dated April 1, 2021 substantially in the form attached as Schedule D.
- (jjjj) **"Subordination"** has the meaning given to it section 2.11.
- (kkkk) **"Substantial Completion"** means the stage in Construction of any Improvement where such Improvement is reasonably capable of being used for the purpose it was Constructed.
- (llll) **"Sub-Sublease" or "Agreement"** means this sub-sublease agreement, and all Schedules attached to it, as amended from time to time.
- (mmmm) **"Sub-Sublease Holder"** means any person that has signed a Sub-sublease in the same or substantially the same form as this Sub-Sublease, relating to a parcel of land or Lot located on the Townsite Lands, including the Sub-Sublessee.
- (nnnn) **"Sub-Sublease Lot"** means any individual subdivided parcel of land located within the Townsite Lands that may be subleased from time to time to any person by the Sub-Sublessor, subject to the terms of the Master Sublease and the Head Lease.
- (oooo) **"Sub-Sublessee Improvements"** has the meaning given to it in section 6.2.
- (pppp) **"Sub-Sublessee Party"** has the meaning given to it in section 12.2.
- (qqqq) **"Sub-Sublessee Property"** has the meaning given to it in section 6.2.
- (rrrr) **"Sub-Sublessor Agreements"** means this Sub-Sublease, the Head Lease, the Stewardship Agreement, or any other agreement that provides a right or imposes an obligation upon the Sub-Sublessor to carry out work on, provide services to, or take any action in relation to the Lands.
- (ssss) **"Sub-Sublessor Bylaws"** means bylaws passed by the Sub-Sublessor and applicable to its members pursuant to the *Societies Act*.
- (tttt) **"Sub-Sublessor Council"** means the Sub-Sublessor's Mayor and Council as elected pursuant to the Sub-Sublessor's Bylaw No. 2016-002.
- (uuuu) **"Sub-Sublessor Parties"** has the meaning given to it in section 16.1.
- (vvvv) **"Tax Administration Agreement"** means the Tax Administration Agreement between Tsuut'ina Nation and the Sub-Sublessor dated April 1, 2021

- (www) **"Tax Laws"** means the *Tsuut'ina Nation Property Assessment Law, 2018* and the *Tsuut'ina Nation Property Tax Law, 2018*, being Tsuut'ina Nation's tax laws administered by the Sub-Slessor in accordance with the terms of the Tax Administration Agreement.
- (xxx) **"Taxes"** means any tax, rates, levies, duties, or assessments of a Government Authority applicable to the granting of this Sub-Sblease, the payment of Rent any other rights, interests, title, or obligation herein, or any sales, transactions, or business related to the Premises or the occupation of the Premises or the Common Areas and Facilities by any Person present thereon by virtue of the rights granted to the Sub-Sblessee herein.
- (yyy) **"Term"** means the period of time between the Commencement Date to the expiry date of the Master Sblease, less a day, or earlier termination of the Master Sblease, which, for additional clarity, may include both the remaining period of the Original Term and the Extended Term.
- (zzz) **"Third-Party Approvals"** means the following agreements, authorizations or written approvals required by any Governmental Authority or either of the Parties in order to give effect to the Designation, Head Lease Extension, Master Sblease, and Sub-Sbleses, including:
- (i) Tsuut'ina Nation successfully completing a referendum vote relating to the Designation pursuant to section 39(1)(b) of the *Indian Act*;
 - (ii) Governor in Council acceptance of the Designation pursuant to section 39(c) of the *Indian Act*;
 - (iii) due execution and delivery of the Head Lease Extension; and
 - (iv) the Society successfully completing a referendum vote of the Master Sblease, and the form of Sub-Sblease pursuant to section 2(g)(ii) of the Society Bylaws.
- (aaaa) **"Ticket"** has the meaning given to it in section 2.10.
- (bbbb) **"Townsite"** means the Townsite of Redwood Meadows.
- (cccc) **"Townsite Bylaw"** means a bylaw of the Sub-Slessor passed in accordance with the *Societies Act*.
- (dddd) **"Townsite Lands"** has the meaning given to it in the Master Sblease.
- (eeee) **"Transfer"** means the sale, option, assignment, sublease, sublicense, or any other form of transfer of this Sub-Sblease by the Sub-Sblessee.
- (ffff) **"Transferee"** has the meaning given to it in section 11.1.
- (gggg) **"Tsuut'ina Nation Burial Protocol"** means the burial protocol respecting artifacts and burial sites on Tsuut'ina Lands instituted by Tsuut'ina Nation, as amended and published by Tsuut'ina Nation from time to time substantially in the form attached as Schedule F.

- (hhhhh) **"Tsuut'ina Nation Bylaws"** means bylaws passed by Tsuut'ina Nation pursuant to sections 81 and 83 of the *Indian Act*.
- (iiii) **"Tsuut'ina Nation Law"** means all laws enacted by Tsuut'ina Nation pursuant to Tsuut'ina Nation's inherent right to self-government, the *Constitution*, the *Indian Act*, the *First Nations Fiscal Management Act*, S.C. 2005, c. 9, the *First Nations Land Management Act*, S.C. 1999, c. 24, or any other enactment of the Government of Canada or the Government of Alberta, including Inherent Authority Laws, Tax Laws, and Tsuut'ina Nation Bylaws.
- (jjjjj) **"Tsuut'ina Nation Inherent Authority"** means the Tsuut'ina Nation's authority and jurisdiction over its citizens and lands derived pursuant to Tsuut'ina Nation's inherent rights, rights asserted or derived pursuant to Tsuut'ina Nation's inherent rights, and rights protected by section 35 of the *Constitution*.
- (kkkkk) **"Unavoidable Delay"** means any delay, stoppage, or interruption resulting from any of the following:
- (i) strike, lock-out or other labour dispute;
 - (ii) a shortage of significant materials or of a significant labour requirement not within the control of the Sub-Sublessee;
 - (iii) stop-work order issued by any court, tribunal of competent jurisdiction, or Government Authority provided that such order was not issued as the result of any act or fault of the Sub-Sublessee;
 - (iv) fire, explosion, or other casualty;
 - (v) flood, wind, earthquake, or act of God;
 - (vi) Laws, ordinances, rules, regulations, or orders of any Authority;
 - (vii) a pandemic so classified by the World Health Organization; or
 - (viii) other similar circumstances beyond the reasonable control of the Sub-Sublessee and not avoidable by the exercise of reasonable effort or foresight by the Sub-Sublessee, but does not include the inability of the Sub-Sublessee to meet its financial obligations under this Sub-Sublease or otherwise.

Defined words are capitalized for ease of reference. A defined word may be read as having an appropriate corresponding meaning when it is used in the plural or verb form.

1.2 Parts of the Lease

Unless stated otherwise, any reference in this Lease to an article or section means the appropriate part of this Lease.

1.3 Headings

All headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Lease or any of its provisions.

1.4 Extended Meaning

- (a) A word in the singular form may be read in the plural form if it is allowed in the context and a word in the plural form may be read in the singular form if it is allowed in the context. A word expressed in the masculine gender may be read as feminine gender or neutral gender depending on the context.
- (b) The words "include", "includes", and "including" are to be read as if they are followed by the phrase "without limitation".
- (c) The phrases "if this Lease ends", "if this Lease ends early", "the ending of this Lease", and "earlier termination" include, as applicable, an ending by expiration, cancellation, termination, surrender, or mutual agreement.

1.5 Joint and Several

If a Party is comprised of more than one Person then all covenants and agreements of that Party are joint and several.

1.6 Statutes and Agreements

Any reference to a statute, Law, policy, agreement or other legal instrument and any other instrument passed, made, granted, issued or otherwise actioned thereunder, means that such instrument as amended, replaced, enacted, or re-enacted, as applicable, from time to time and includes Tsuut'ina Nation Laws.

1.7 Governing Laws

This Lease will be governed by and interpreted in accordance with the applicable Laws of Canada, the Province of Alberta, and Tsuut'ina Nation Laws.

1.8 Entire Agreement

This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes and revokes any and all previous discussions, negotiations, arrangements, letters of intent, offers to lease, and representations. There are no other covenants, agreements, representations, or warranties between the Parties whatsoever other than those set out in this Lease.

1.9 Modification

Any modifications of this Lease, agreed to by the Parties and approved by the Council, must be in writing and executed in the same manner as the Lease. For greater certainty, a modification will not include an assignment or mortgage of this Sub-Sublease.

1.10 Consent

Unless any part of this Lease states otherwise, when a Party is required to provide consent or approval under a part of this Lease, that consent or approval will not be unreasonably withheld.

1.11 Time is of the Essence

Time is of the essence in this Lease and time will remain of the essence notwithstanding any extension of any time granted to a Party.

1.12 Severability

If any part of this Lease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder of the Lease, which will continue in full force and effect and be construed as if this Lease had been executed without the invalid part.

ARTICLE 2 **GRANT OF LEASE AND LICENSE**

2.1 Lease and License

Subject to the terms of the Sub-Sublessor Agreements, and provided the Sub-Sublessee is not in default of its obligations under this Sub-Sublease, the Sub-Sublessor hereby grants to the Sub-Sublessee for the Term:

- (a) a leasehold interest in the Premises; and
- (b) except as otherwise stated herein, a non-exclusive, non-transferrable, non-sublicensable, non-assignable, revocable, and amendable license to use or occupy the Common Areas and Facilities.

2.2 Original Sublease and Term

From and after the Effective Date, the Original Sublease is amended and replaced by this Sub-Sublease, and the Sub-Sublessee's interest in and to the Premises will continue on the terms hereof from and after the Effective Date until expiry of the Term, unless earlier terminated. For greater certainty, the Original Sublease will be invalid and of no further legal force or effect from and after the Effective Date hereof, and the Sub-Sublessee's interest in and to the Premises does not terminate or cease at any time upon execution hereof, upon the Commencement Date, or upon expiry of the Original Term, but continues uninterrupted from and after the Commencement Date for the duration of the Term unless earlier terminated.

2.3 Prior Rights

This Sub-Sublease is subject to any existing interest or right given for or attaching to the Premises, or any part of the Premises, whether or not the Sub-Sublessee has notice of such prior interest or right.

2.4 Access and Encumbrance

The Sub-Sublessor reserves the right to:

- (a) enter onto the Premises, or any part of the Premises, without compensation or liability in relation to such entry to the Sub-Sublessee, to carry out such work as may be required from time to time to exercise its rights or carry out its obligations under any Sub-Sublessor Agreement. Where the Sub-Sublessor has reasonable belief that the Sub-Sublessee is not in compliance with this Agreement, the Sub-Sublessor may enter upon the Premises without notice; and
- (b) to further grant other interests in the Premises, or any part of the Premises, without compensation to the Sub-Sublessee, including by way of permit, easement, right-of-way, or other similar interest in the Premises, in favour of any Authority or other Person, so required in order for (i) the Sub-Sublessor to exercise its rights and fulfill its obligations under any Sub-Sublessor Agreement, (ii) ISC or Sarcee Developments to exercise their respective rights and fulfill their respective obligations under the Head Lease or Master Sublease, or (iii) Tsuut'ina Nation or Sarcee Developments to exercise their respective rights and fulfill their respective obligations under the Stewardship Agreement.

As soon as practicable after delivery of written notice by the Sub-Sublessor to the Sub-Sublessee, the Sub-Sublessee will promptly sign and deliver to the Sub-Sublessor any additional reasonably required documentation to subordinate the Sub-Sublessee's right, title, and interest in and to the Premises under this Sub-Sublease to such other interest(s).

2.5 Minerals

The Sub-Sublessee has no right, title or interest in or to the Minerals or any claim thereto.

2.6 Permitted Use of Premises

- (a) Permitted Uses. The Sub-Sublessee will not use the Premises for any purposes except for the Permitted Use.
- (b) Nuisance. Except as required by the Construction or removal of the Improvements, the Sub-Sublessee will not cause, permit, or suffer any nuisance at the Premises.
- (c) Waste. The Sub-Sublessee will not cause, permit, or suffer the commission of any waste of the Premises.
- (d) Garbage. Without limiting any of the Sub-Sublessee's obligations under this Sub-Sublease, the Sub-Sublessee will not cause, permit, or suffer any garbage, waste, rubbish, refuse, or debris to be placed on or left near the Premises of the Townsite Lands except for reasonable residential use and in accordance with the Rules.
- (e) No Vacating or Abandoning the Premises. The Sub-Sublessee will not vacate or abandon the Premises at any time during the Term without the prior written consent of the Sub-Sublessor. If the Premises are vacated or abandoned without the Sub-Sublessor's consent, then, in addition to the Sub-Sublessor's other remedies, the Sub-Sublessor may:

- (i) enter the Premises as the agent of the Sub-Sublessee, either by force or otherwise, without being liable for any action or for any loss or damage caused by the entry or the use of reasonable force;
 - (ii) let the Premises as the agent and at the risk and cost of the Sub-Sublessee;
 - (iii) receive rent for any letting; and
 - (iv) apply such rent to any cost or expense incurred by the Sub-Sublessor in the entry and letting of the Premises and to any money owing to the Sub-Sublessor under this Sub-Sublease in such proportions and order of priority as is determined by the Sub-Sublessor in its sole discretion.
- (f) Rules. The Sub-Sublessee will, and will cause Sub-Sublessee Party to, comply with the Rules.

2.7 Access to Premises for Inspection Purposes

- (a) Access to Premises. The Sub-Sublessor will have, and the Parties will grant to each of ISC, Sarcee Developments, and Tsuut'ina Nation, or the Persons appointed thereby, and any successor thereof, as applicable ("**Authorized Person**") reasonable access to the Premises. The Sub-Sublessee acknowledges and agrees to such grant to any such Authorized Persons, reasonable access to inspect the Premises, or carry out site assessments, audits, tests, and investigations thereof, reasonably required to: (i) assess the compliance of the Sub-Sublessee with applicable Laws, the terms of this Sub-Sublease, or the Rules; and (ii) do such things as such Authorized Persons are required to do, or has the right to do, pursuant to applicable Law or under an agreement to which such Authorized Person is a party ("**Inspection**"). The Sub-Sublessee appoints the Sub-Sublessor as agent for the purpose of granting such access to such Authorized Persons as set out in this section 2.7(a). None of the Sub-Sublessor, ISC, Sarcee Developments, or Tsuut'ina Nation will be liable to the Sub-Sublessee for any acts or omissions thereof during any such Inspection.
- (b) Reasonable Notice. Except in the case of an emergency, and where otherwise permitted by applicable Law, such Authorized Person will provide reasonable notice to the Sub-Sublessee setting out the nature of any such Inspection, prior to exercise of such Authorized Person's right of access in this section 2.7.
- (c) Expenses of Inspection. If during any Inspection an Authorized Person discovers or confirms that an Event of Default has occurred or is occurring, then any reasonable expenses incurred by the Authorized Person carrying out such Inspection may be charged to the Sub-Sublessee as Additional Rent.
- (d) Signage and Viewings. During the last twelve (12) months of the Term, and for any period between the date upon which the Sub-Sublessor elects to terminate this Sub-Sublease in accordance with section 14.2 and the date upon which the Sub-Sublessee must vacate and surrender the Premises in accordance with Article 6 and Article 14, the Sub-Sublessor may:

- (i) display signs on the Premises advertising the Premises for lease; and
- (ii) on delivery by the Sub-Sublessor of reasonable notice to the Sub-Sublessee, allow prospective lessees and their advisors access to the Premises so that they may inspect or perform any reasonable assessments of the Premises.

2.8 Artifacts and Survey Monument

- (a) If any Artifact is discovered in, on, or under the Lands, then the Sub-Sublessee will immediately cease any work, properly secure the site, and promptly notify the Sub-Sublessor of the discovery and send a copy of the notification to Tsuut'ina Nation Chief and Council in writing.
- (b) Following the procedure in 2.8(a), the Sub-Sublessee and/or its contractors shall take no further steps in relation to the Artifact until directed by the Tsuut'ina Nation and the Sub-Sublessee and/or its contractors shall provide unfettered access to Tsuut'ina Nation representatives or their contractors to the site for handling of the matter in the sole discretion of the Tsuut'ina Nation.
- (c) If any legal survey monument is disturbed, damaged, or destroyed during the Term, the Sub-Sublessee will ensure that it is replaced by a licensed surveyor to the satisfaction of the Surveyor General of Canada at its sole expense.
- (d) In addition to complying with sections 2.8(a) through (c), the Sub-Sublessee will comply with the Tsuut'ina Nation Burial Protocol.

2.9 Representation about the Premises and its Use

- (a) "As Is" Condition. Sub-Sublessee acknowledges and agrees that the Sub-Sublessor's grant to use and occupy the Premises is made on an "as is - where is" basis, and the Sub-Sublessor has no obligations whatsoever to make any Improvements or Alterations to the Premises.
- (b) No Representations. Sub-Sublessee acknowledges and agrees that none of the ISC, Sarcee Developments, Tsuut'ina Nation, or the Sub-Sublessor, nor any of their respective shareholders, members, officers, officials, servants, employees, agents, contractors, subcontractors, or other legal representatives, have made any representations or warranties with respect to:
 - (i) the condition of the Premises, including the Premises' compliance with any Laws and/or the presence of Contaminants on the Premises;
 - (ii) issues of title or encumbrances affecting title; or
 - (iii) the suitability of the Premises for the Sub-Sublessee or the Permitted Use.

2.10 Rules

- (a) Sub-Sublessor May Create Rules. The Sub-Sublessor may, in its sole discretion, acting reasonably, draft, enact, amend, revise, repeal, replace, distribute, and

publish the Rules from time to time during the Term. The Rules may relate to any matter within the Sub-Sublessor's role as Steward, as defined in the Stewardship Agreement, and to the rights and obligations of the Sub-Sublessor pursuant to the Master Sublease. Rules may be published as bylaws of the Sub-Sublessor or in any other form determined by the Sub-Sublessor in its sole discretion.

- (b) Sub-Sublessor May Enforce Rules. Notwithstanding any statute or principle of Law or equity to the contrary, the Sub-Sublessor may create Rules relating to the assessment and collection of fees, fines, penalties, interest, or other charges ("**Fines**") for failure of Sub-Sublessee or any Sub-Sublessee Parties to comply with the Rules, including failure of the Sub-Sublessee to pay when assessed any such Fines to the Sub-Sublessor and on the timelines and in the manner specified in the Rules. The assessment of any Fines as against Sub-Sublessee will, immediately upon receipt of written notice from the Sub-Sublessor setting out the nature of the alleged breach of the Rules ("**Ticket**"), become due and payable to the Sub-Sublessor as Additional Rent.
- (c) Sub-Sublessee May Appeal. The Sub-Sublessee may, within ten (10) days of receipt of any Ticket, appeal any such Ticket by delivering a notice to the Sub-Sublessor setting out the reasons for the appeal ("**Appeal Notice**"). The Sub-Sublessor, or a representative thereof, will consider the reasons of the Sub-Sublessee set forth in any Appeal Notice and deliver a response in writing to the Sub-Sublessee setting out whether the Sub-Sublessor has repealed the applicable Ticket ("**Response Notice**"). The decision of the Sub-Sublessor in any Response Notice is final.
- (d) Strict Liability. The Rules will be administered in line with the principles of strict liability.
- (e) Rules are a Fundamental Term. The Sub-Sublessee agrees and acknowledges that the Sub-Sublessor's right to create and enforce the Rules as set out in this section 2.10 is a fundamental term of this Sub-Sublease, and is an integral aspect of (i) the Sub-Sublessor's role as Steward of the Townsite, and (ii) the quiet use and enjoyment of each individual Sub-Sublease Lot by the Sublease Holders.

2.11 Subordination of Interest

The Sub-Sublessee has received a copy of, and has read and understood the terms of, the Head Lease and the Master Sublease. The Sub-Sublessee agrees and understands that, and authorizes and otherwise approves of, its leasehold interest in the Premises and license to the Common Areas and Facilities being subordinated to the interests of the Society therein as granted in the Master Sublease ("**Subordination**"). For greater certainty, the Sub-Sublessee's right to use and enjoyment of the Premises and Common Areas and Facilities will not be materially impacted by the Subordination.

ARTICLE 3

RENT

3.1 Payment of Rent

- (a) All payments made by the Sub-Sublessee to the Sub-Sublessor under this Sub-Sublease must be:
 - (i) paid in Canadian dollars;
 - (ii) paid without any prior demand and without right of set-off, deduction, or abatement; and
 - (iii) accompanied by payment of all applicable Taxes.

3.2 Outstanding Amounts

The Sub-Sublessor may apply any payments against any outstanding amounts owed to it by the Sub-Sublessee under this Sub-Sublease in its sole discretion.

3.3 Rent

The Sub-Sublessee will pay the Down Payment and Monthly Rent Payments, which the Parties agree and acknowledge is Fair Market Rent, plus applicable Taxes.

3.4 Additional Rent

- (a) Fees and Expenses. The Sub-Sublessor may collect, in addition to the Rent, any Losses, including any cost of repair, maintenance and replacement of any capital asset or infrastructure related to the Townsite, payable by the Society pursuant or in relation to: (i) the Master Sublease; or (ii) Stewardship Agreement; as **"Additional Rent"**. Additional Rent will be assessed and collected in accordance with the terms hereof and without duplication. For greater certainty, the Society may determine the delta between its revenues and expenses reasonably required in order to fulfill its obligations hereunder and as Stewards pursuant to the Stewardship Agreement, in a similar manner to how the Society has determined the annual mill rate, and assessment of taxes against each Sub-Sublease Lot. The Society may refer to the collection of Additional Rent as tax, taxes, property tax or any related or similar term without prejudice to the Society's right or authority to determine the amount of, collect, enforce payment of, and otherwise deal with Additional Rent.
- (b) Administration Fee. If, at any time during the Term, or within a reasonable time following termination of this Sub-Sublease, the Sub-Sublessor incurs any costs or expenses, including reasonable legal expenses, by reason of any failure of Sub-Sublessee to perform or observe any of Sub-Sublessee's obligations under this Sub-Sublease, then, the amount of each expense, together with interest, accruing from the date of such expense, and an administration fee of 15% of the expenses will become due and payable to the Sub-Sublessor as Additional Rent. For greater certainty, the Sub-Sublessor is under no obligation to carry out any of Sub-Sublessee's obligations hereunder, and any express

reference to the Sub-Sublessor's right to collect costs and expenses required to ensure compliance with the terms of this Sub-Sublease, the Sub-Sublessor Agreements, the Head Lease, the Rules or any applicable Laws will not limit the generality and applicability of this section 3.4(b).

3.5 Remedies on Non-Payment

In addition to, and without prejudice to any other right or remedy of the Sub-Sublessor with respect to any breach of Sub-Sublessee's obligations and liabilities hereunder, the Sub-Sublessor will have the following remedies respecting any non-payment or late-payment of Rent within the timelines and on the conditions for payment of such Rent hereunder:

- (a) Arrears to Bear Interest. If Rent or any other sum owing to the Sub-Sublessor by the Sub-Sublessee under this Sub-Sublease is not paid when it is due, the Sub-Sublessee will pay interest on the unpaid amount of any such unpaid Rent at the prime lending rate established by the Bank of Canada, calculated quarterly and compounded semi-annually, plus 3% compounding quarterly, from the date such Rent is due until the date that the Sub-Sublessor actually receives any such Rent.
- (b) Recovery of Taxes, Additional Rent, and Interest. The Sub-Sublessor may recover Additional Rent, and interest due to the Sub-Sublessor as Rent.

3.6 Net Lease

This Sub-Sublease will be completely care free and net to the Sub-Sublessor, and the Sub-Sublessor may collect the Common Areas and Facilities Costs and the costs of providing the Services from Sub-Sublessee as Additional Rent.

ARTICLE 4

MAINTENANCE, REPAIR AND REPLACEMENT OF LOT AND LOT IMPROVEMENTS

4.1 Maintenance and Administration of Premises

- (a) Sub-Sublessee to Maintain. The Sub-Sublessee will during the Term carry out, or will cause the carrying out of, any and all maintenance, operation, replacement, management, supervision, administration and repair of the Lot and the Lot Improvements. All Operating Costs are the sole responsibility of the Sub-Sublessee and will be paid directly by the Sub-Sublessee before delinquency. For greater certainty, the Sub-Sublessor will not be financially, administratively, or otherwise responsible for maintenance, repair, operation, management, or administration of the Lot or the Lot Improvements. The Sub-Sublessee will carry out its obligations under this section 4.1(a) to the standard of a prudent homeowner and in respect of the age and nature of the Lot Improvements.
- (b) Operating Costs. If the Sub-Sublessee fails to pay any Operating Costs when due, the Sub-Sublessor will, upon seven days prior written notice to the Sub-Sublessee, be entitled, but not obligated, to pay such Operating Costs on behalf of the Sub-Sublessee and, upon the Sub-Sublessor doing so, the Sub-Sublessee will forthwith upon receipt of a written invoice therefor, pay to the

Sub-Sublessor the amount of such Operating Costs plus an administrative fee equal to 15% thereof, which will be payable as Additional Rent.

- (c) Improvements on Premises. The Sub-Sublessee will use reasonable care not to cause damage to any Improvements, including Improvements located within the Premises, or to the Common Areas and Facilities. To the extent that the Sub-Sublessee damages any Improvements or any part of the Common Areas and Facilities, the Sub-Sublessee will be liable for all costs and expenses incurred by the Sub-Sublessor in remedying any such damage.

4.2 Maintenance and Administration of Common Areas and Facilities and Provision of Services

- (a) Maintenance of Common Areas and Facilities. The Sub-Sublessor will carry out the maintenance, operation, replacement, management, supervision, administration, and repair of the Common Areas and Facilities with reasonable care and diligence for a governance body or entity in similar circumstances and in accordance with the terms of the Stewardship Agreement.
- (b) Provision of Services. The Sub-Sublessor will provide for, or arrange for the provision of, the nature and extent of utilities, services, maintenance, administration, amenities, education, and civic services comparable to such Services provided in other similar communities in the Province of Alberta and in accordance with the Sub-Sublessor's role as Steward of the Townsite Lands ("**Services**").
- (c) Proportionate Share. The Sub-Sublessor will determine in its sole discretion, acting reasonably, and using generally acceptable accounting principles, the proportion of such Common Areas and Facilities Costs and Cost of Services applicable to each Sub-Sublease Lot lessee on a *pro rata* basis based on the Proportionate Share.

ARTICLE 5 CONSTRUCTION

5.1 Approval of Construction

- (a) Prior Approval Required. The Sub-Sublessee will not engage in any Construction, or Alteration of the Lots in anticipation of such Construction ("**Proposed Improvements**"), without first having:
 - (i) submitted as-built or recorded drawings or plans for any such Proposed Improvements to the Sub-Sublessor, or such other persons as reasonably directed by the Sub-Sublessor, in a form reasonably acceptable to the Sub-Sublessor or such other person ("**Plans**");
 - (ii) prepared such Plans and the Proposed Improvements being in compliance with applicable laws and having obtained the Sub-Sublessor's written approval of the Plans, and confirmation that such Plans are compliant with the Rules ("**Construction Approval**") and

other reasonable requirements imposed by the Sub-Sublessor related to Construction ("**Construction Requirements**"); and

- (iii) obtained any prior permits, licenses, authorizations, approvals, or the like required by the Sub-Sublessor, Tsuut'ina Nation, ISC, or Sarcee Developments pursuant to the Head Lease, the Sub-Sublessor Agreements, or any applicable Laws ("**SNIS Approval**").
- (b) Review of Plan. The Sub-Sublessor will use commercially reasonable efforts to review the Plans and other documents submitted by the Sub-Sublessee relating to such Proposed Improvements, and:
 - (i) if such Plans are compliant with the Construction Requirements in the reasonable opinion of the Sub-Sublessor, issue a Construction Approval within a reasonable amount of time following receipt of such Plans and other documents; and
 - (ii) if such Plans are not compliant with the Construction Requirements, to provide the reasons why such Plans are not compliant in writing to the Sub-Sublessee.
- (c) Evidence of Approval. The Sub-Sublessor may request evidence that the Sub-Sublessee has obtained any required SNIS Approval or Third Party Approval. Failure of the Sub-Sublessee to obtain such required SNIS Approval or Third Party Approval will be a valid and reasonable reason for the Sub-Sublessor to reject any application by the Sub-Sublessee for Construction Approval.

5.2 Liability

The Sub-Sublessor will have no liability in relation to any Construction of Proposed Improvements in any manner whatsoever, including by virtue of the Sub-Sublessor having issued a Construction Approval in respect of such Proposed Improvements.

5.3 Unauthorized Construction

If the Sub-Sublessee constructs, or allows for the Construction of, any Lot Improvements or makes, or allows, any Alterations without first complying with the requirements set out in section 5.1, the Sub-Sublessor may require the Sub-Sublessee, at the Sub-Sublessee's expense, to remove such Improvements or Alterations and restore the Premises to the condition they were in prior to such Construction, and if the Sub-Sublessee fails to comply with the Sub-Sublessor's requirements for removal and restoration, then the Sub-Sublessor may remove such Improvements or cause such Improvements to be removed, and restore the Premises to the condition they were in prior to the Construction. The Sub-Sublessor may recoup any costs or expenses it incurs in relation to any Unauthorized Construction, along with a 15% administration fee, as Additional Rent. The Sub-Sublessee will promptly pay the Sub-Sublessor any such Additional Rent immediately upon receipt of written notice of delivery of written notice to the Sub-Sublessee.

5.4 Construction Compliance

- (a) Prompt Completion. Once all applicable approvals, authorizations, plans and determinations referred to in section 5.1 have been obtained, finalized or delivered, as the case may be, for any Proposed Improvements, the Sub-Sublessee will promptly complete Construction of such Proposed Improvements in a proper and workmanlike manner and in accordance with such approvals, authorizations, plans and determinations, including SNIS Approvals, and all applicable building, fire, electrical, and other similar codes in effect at the time of such Construction, including any building codes enacted by Tsuut'ina Nation, to the same extent as if the Premises were fee simple lands in the province owned by a private individual.
- (b) Notice. The Sub-Sublessee will notify the Sub-Sublessor upon Substantial Completion of any Proposed Improvements, and if the anticipated date of Substantial Completion is impacted by an Unavoidable Delay and will act diligently, and take all reasonable steps that a prudent owner would take, to remove any such Unavoidable Delay.
- (c) Occupation. The Sub-Sublessee may not, and must not permit any other Person to, occupy the Proposed Improvements until they are Substantially Complete and all authorizations, including occupancy permits, have been obtained. Substantial Completion may occur in respect of portions of the Improvements.

ARTICLE 6 **IMPROVEMENTS AND PERSONAL PROPERTY**

6.1 Ownership and Reversion of the Premises

All right, title and interest in and to the Premises belong to Tsuut'ina Nation, and all right, title and interest in the Premises granted to the Sub-Sublessee herein will revert to the Sub-Sublessor upon termination of this Sub-Sublease.

6.2 Ownership of Sub-Sublessee Improvements and Sub-Sublessee Property

The Parties acknowledge and agree that, notwithstanding any rule of law or equity or term of any agreement or legal instrument to the contrary, as between the Sub-Sublessor and the Sub-Sublessee: (a) any buildings, structures, sheds, decks, pools, or other improvements constructed by Sub-Sublessee from time to time during the Term or ("**Sub-Sublessee Improvements**"); (b) any other Lot Improvements; and (c) any chattels, trade fixtures, equipment, belongings or other personal property brought onto the Premises by the Sub-Sublessee from time to time during the Term ("**Sub-Sublessee Property**") are deemed to be the property of the Sub-Sublessee during the Term, and none of the Sub-Sublessor, Tsuut'ina Nation, ISC, nor Sarcee Developments will have any responsibility or liability whatsoever for such Lot Improvements or Sub-Sublessee Property. Notwithstanding the Sub-Sublessee's deemed ownership of the Lot Improvements, any removal of any such Lot Improvements and Sub-Sublessee Property requires the prior written consent of the Sub-Sublessor.

6.3 Repair

The Sub-Sublessee will repair any damage caused to the Premises or the Common Areas and Facilities by: (a) Construction of any Sub-Sublessee Improvements; (b) the bringing of any Sub-Sublessee Property onto the Premises; and (c) the existence or removal of any Lot Improvements on or from the Premises. The Sub-Sublessor may carry out any such repairs on behalf of the Sub-Sublessee, the cost and expenses associated with which may be charged by the Sub-Sublessor to the Sub-Sublessee as Additional Rent plus a 15% administration fee.

6.4 Damage to, or Destruction of, Improvements or Trade Fixtures

If any Lot Improvements or Sub-Sublessee Property are damaged or destroyed for any reason other than directly due to natural flood during the Term, then:

- (a) the Sub-Sublessee will promptly notify the Sub-Sublessor of such damage or destruction; and
- (b) the Sub-Sublessee will repair or replace the damaged or destroyed Lot Improvements within a reasonable time and, to the extent possible, to a standard at least substantially equal in quality of material and workmanship, or of similar economic value, to the original material and workmanship, as reasonably required by the Sub-Sublessor.

For greater certainty, the Sub-Sublessee will be obligated to use any insurance proceeds the Sub-Sublessee receives as a result of such damage or destruction.

If the damage or destruction is due to natural flood, the Sub-Sublessee will use best efforts to seek and obtain any available subsidy or other funding support, will assist the Sub-Sublessor to the extent reasonably required in order to obtain such subsidy or other funding support, including by executing legal instruments or providing information required to seek and obtain such subsidy or funding support.

6.5 No Removal of Improvements or Property

During the Term, and upon termination of this Sub-Sublease, or upon assignment of this Sub-Sublease in accordance with Article 14, the Sub-Sublessee may not remove any of the Lot Improvements, Personal Property or Sub-Sublessee Property from the Lot, except that:

- (a) the Sub-Sublessee may remove the Sub-Sublessee Property from the Lot, or otherwise deal with the Sub-Sublessee Property so long as at the time such Sub-Sublessee Property is removed or otherwise dealt with, the Sub-Sublessee is not in default under this Sub-Sublease; or
- (b) if this Sub-Sublease terminates before expiry, provided that any such early termination is not due to an Event of Default by the Sub-Sublessee under this Sub-Sublease;
- (c) the Sub-Sublessee will, as soon as practicable following receipt of written notice from the Sub-Sublessor, and in the case of section 6.5(c)(i), prior to the termination date of this Sub-Sublease, remove any Lot Improvements set out in such notice, at the Sub-Sublessee's own expense:

- (i) upon termination of this Sub-Sublease, provided that such written notice is delivered by the Sub-Sublessee no less than thirty (30) days prior to the termination date of this Sub-Sublease; and
 - (ii) if any such Lot Improvements or Sub-Sublessee Property constitute a nuisance to Residents or any sublessee or sublicensee of Townsite Lands, pose a material risk to the life or safety of any Resident, or otherwise interfere with the use and enjoyment of the rights granted under any other sublease or sublicense of any of the Townsite Lands; and
- (d) the Sub-Sublessee may remove any Lot Improvements it wishes to remove in accordance with Article XIV of the Head Lease.

6.6 Condition of Premises

Upon removal of any of the Lot Improvements or Sub-Sublessee Property in accordance with section 6.5, the Sub-Sublessee will leave the remainder of the Premises in good and substantial repair and condition and free from all debris and refuse to the reasonable satisfaction of the Sub-Sublessor.

6.7 Failure to Remove

If the Sub-Sublessee does not promptly remove the Lot Improvements and Sub-Sublessee Property as required under section 6.5, then the Sub-Sublessor may remove such Lot Improvements or Sub-Sublessee Property and dispose of them in the Sub-Sublessor's absolute discretion and return the Premises to a state of good and substantial repair and condition and free from all debris and refuse. Immediately upon written notice from the Sub-Sublessor, the Sub-Sublessee will pay to the Sub-Sublessor, as Additional Rent, all the Sub-Sublessor's costs and expenses incurred in (a) the removal and disposal of such Lot Improvements or Sub-Sublessee Property, and (b) in returning the Premises to a good and substantial repair and condition and free from all debris, and in making good all damage caused to the Premises by such removal, plus a 15% administration fee. The Sub-Sublessor will not be responsible to the Sub-Sublessee for any loss suffered by the Sub-Sublessee as a result of the removal or disposal of such Lot Improvements or Sub-Sublessee Property.

ARTICLE 7 **INSURANCE**

7.1 Sub-Sublessee's Insurance

The Sub-Sublessee will take out or cause to be taken out and keep or cause to be kept in full force and effect during the Term such insurance policies and coverage as are reasonably set out in the Rules, which in any event will be sufficient to cover the replacement value of the Lot Improvements in the instance of fire, earthquake, tornado, or other natural disaster, excepting damage caused by natural flood.

7.2 Sub-Sublessor's Insurance

The Sub-Sublessor will take out or cause to be taken out and keep or cause to be kept in full force and effect during the Term of the Master Sublease, such standard fire, extended

coverage, riot, vandalism, malicious mischief, property, boiler and machinery, commercial general liability, and directors' liability insurance as the Sub-Sublessor may determine, and otherwise in line with such insurance that a reasonably prudent Person with similar rights and obligations as the Sub-Sublessor would take hold.

7.3 Sub-Sublessee Not to Affect Sub-Sublessor's Insurance

The Sub-Sublessee will not do or suffer or permit to be done, or omit to do or acquiesce in the omission to do, anything which causes or could cause or has the effect of causing the cost of the insurance which the Sub-Sublessor is required or permitted to acquire pursuant to this Article 7 to be increased above the cost of such insurance for the least hazardous use or occupancy legally permitted in the Premises (and, if the cost of such insurance is so increased, the Sub-Sublessee will pay to the Sub-Sublessor the amount by which the insurance premium is or premiums are so increased, which amounts will be due and payable by the Sub-Sublessee as Additional Rent) or which causes or could cause any such policy of insurance to be cancelled. The Sub-Sublessor may at any time enter upon the Premises and rectify any situation causing such risk of cancellation or cost increase whether notice of termination of this Sub-Sublease has been given or not, and the reasonable costs and expenses incurred by the Sub-Sublessor in so doing, plus a 15% administration fee, will become due and payable as Additional Rent. The Sub-Sublessee will abide by the requirements of the Sub-Sublessor's insurer or insurers having policies regarding the Premises, or either of them, which are communicated to the Sub-Sublessee.

7.4 Payment of Insurance Premiums

If the Sub-Sublessee does not pay or cause to be paid any insurance premiums when they become due, then the Sub-Sublessor may pay such premiums or obtain any insurance required in order for the Sub-Sublessee to be in compliance with this Article 7 or the Rules on behalf of the Sub-Sublessee, and the costs and expenses of which, plus a 15% administration fee, will become due and payable as Additional Rent.

ARTICLE 8 LAWS, TAXES AND UTILITIES

8.1 Compliance with Laws

- (a) Sub-Sublessee Must Comply. The Sub-Sublessee, at the Sub-Sublessee's own expense, will comply with all applicable Laws regarding this Sub-Sublease, use of the Common Areas and Facilities, the Premises, and any activity the Sub-Sublessee engages in on the Common Areas and Facilities or Premises, and will require and ensure that any other Person, including any Residents or invitees of the Sub-Sublessee, comply with all such Laws.
- (b) Production of Documents. The Sub-Sublessee will promptly deliver to the Sub-Sublessor, ISC, Tsuut'ina Nation or Sarcee Developments, as applicable, copies of any notice from any Authority relating to the Premises or any other matter or thing related to this Sub-Sublease, the Sub-Sublessor Agreements, or the Head Lease, and compliance with applicable laws.

- (c) Evidence of Compliance. The Sub-Sublessee will provide to such Persons any reasonably required authorization to receive from any such Authority such documents and information relevant to the Sub-Sublessee's compliance or non-compliance with such agreements or applicable Laws. Once the matter under the notice has been resolved to the Authority's satisfaction, the Sub-Sublessee will promptly deliver proof, reasonably satisfactory to the Sub-Sublessor, evidencing any such resolution.

ARTICLE 9

TAXES

9.1 General Requirement

The Sub-Sublessee will promptly pay, on or before the due date in each and every year during the Term, all applicable Taxes of any kind, together with all charges, penalties and interest imposed by any Authority respecting any such Taxes.

9.2 Contesting the Validity

Without in any way relieving or modifying the obligation of the Sub-Sublessee to comply with section 9.1, the Sub-Sublessee may at its own expense, contest or appeal the validity or amount of any Tax, or any charge, penalty, or interest related thereto, including non-payment thereof, provided that the Sub-Sublessee promptly commences any proceedings to contest or appeal the validity or amount, and where such Tax, or such charge, penalty, or interest related thereto, is not assessed by the Sub-Sublessor, the Sub-Sublessee continues the proceedings with all due diligence and does not cause a charge, encumbrance or claim to be made against the Premises.

9.3 Provision of Documents

The Sub-Sublessee will, on request by the Sub-Sublessor, provide the Sub-Sublessor with official receipts of the applicable Authority or other proof satisfactory to the Sub-Sublessor evidencing payment of any applicable Taxes, or any charges, penalties, or interest related thereto.

ARTICLE 10

ENVIRONMENT

10.1 Importance of Townsite Lands to Tsuut'ina Nation

The Parties acknowledge and will seek to honor and maintain the profound spiritual and cultural relationship that Tsuut'ina Nation has with its traditional territory, principally herein, the Townsite Lands.

10.2 Compliance with Environmental Laws

The Sub-Sublessee will use and occupy the Premises in compliance with all Environmental Laws. The Sub-Sublessor may enter upon the Premises to remedy any non-compliance with Environmental Laws and may take such steps as reasonably required to so remedy such non-compliance. Any costs or expenses, including reasonable legal expenses, incurred by the

Sub-Sublessor remedying such non-compliance, along with a 15% administration fee, will be due and payable by the Sub-Sublessee as Additional Rent.

10.3 Contaminants

The Sub-Sublessee will not use or permit the use of the Premises to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, Release, or process any Contaminants, and will not bring onto the Common Areas and Facilities or the Premises any Contaminants, except as may be reasonably required for the Permitted Uses and permitted by, and in strict compliance with, any applicable Environmental Laws.

10.4 No Increase of Material Risk

The Sub-Sublessee will not carry out, or permit to be carried out, any operations or activities or construct any Improvements or Alterations that in the reasonable opinion of the Sub-Sublessor materially increase the risk of liability to the Sub-Sublessor (whether direct or indirect) as a result of the application of Environmental Laws.

ARTICLE 11

ASSIGNMENT AND MORTGAGES

11.1 Restriction on Transfer

- (a) No Transfer Without Consent. The Sub-Sublessee may not sell, option, assign, sublease, sublicense, or otherwise transfer ("**Transfer**") all or any portion of the Sub-Sublessee's right, title, interest, or obligations herein in this Sub-Sublease without the prior written consent of the Sub-Sublessor, acting reasonably.
- (b) Documentation of Transfer. No assignment is valid until the permitted transferee ("**Permitted Transferee**") in any Transfer approved by the Sub-Sublessor ("**Permitted Transfer**") has executed an assignment and assumption in a form reasonably acceptable to the Sub-Sublessor and such assignment is registered with the Registry. No sublease will be valid until any Sub-Sublessee of the Sub-Sublessee has executed an agreement to be bound by the terms of this Sub-Sublease in a form reasonably acceptable to the Sub-Sublessor.
- (c) Change of Control. If the Sub-Sublessee is a corporation, partnership, or Sub-Sublessor, any transaction, including any merger, amalgamation, reorganization, or sale of shares resulting in a change of control, as defined in the *Business Corporations Act* (Alberta), will constitute a Transfer.
- (d) Administration Fee. The Sub-Sublessor may charge to the Sub-Sublessee a reasonable administration fee in respect of any Permitted Transfer of this Sub-Sublease.

11.2 Mortgages

- (a) No Mortgage Without Consent. The Sub-Sublessee will not mortgage, charge, create a trust deed or instrument in respect of, issue a debenture in relation to, or otherwise encumber ("**Mortgage**") its interest in this Sub-Sublease without the prior written consent of the Sub-Sublessor, acting reasonably, and such

other Parties as must consent to such Mortgage set out in any Sub-Sublessor Agreement or the Head Lease. The Sub-Sublessor may charge a reasonable administrative fee respecting its review of any request to grant consent to any Mortgage of this Sub-Sublease.

- (b) Evidence of Consent. The Sub-Sublessor, Sarcee and Minister will execute and file a revised Letter of Undertaking substantially in form attached as Schedule H as evidence of the Sub-Sublessor's consent to this Sub-Sublease.
- (c) Registration. The Sub-Sublessee must register, or must cause to be registered, any Mortgage approved in accordance with section 11.2(a) ("**Permitted Mortgage**") with the Registry.
- (d) Evidence of Mortgage. The Sub-Sublessee must furnish to the Sub-Sublessor immediately following execution and registration of a Permitted Mortgage a copy of the instrument effecting any such Approved Mortgage.

11.3 Undertaking to Mortgagees

The Sub-Sublessor may undertake to the holder of any mortgage, charge, or encumbrance relating to a Permitted Mortgage ("**Permitted Mortgagee**") wishing to deal with this Sub-Sublease or any right, title, interest, or obligation herein, relating to any Mortgage hereof, that the Sub-Sublessor will immediately take such steps required to terminate, transfer, or otherwise deal with this Sub-Sublease if the Sub-Sublessee fails to:

- (a) obtain the Sub-Sublessor's consent to any Mortgage prior to execution thereof;
- (b) register any Mortgage with the Registry;
- (c) fails to forward or cause to be forwarded a copy of the instrument effecting any Mortgage to such persons as the Sub-Sublessee is required to forward such copy; or
- (d) otherwise fails to conduct, carry out, or do any such thing the Sub-Sublessee is required to do hereunder or under any applicable Law or agreement in order to give full force and effect to such Mortgage.

Any such undertaking will be substantially in the form of the Restated Letter of Undertaking.

11.4 Assurance of Title

The Sub-Sublessor will, in the event of any Transfer or Mortgage of this Sub-Sublease which has the effect of impairing, defeating, or otherwise prejudicing the title of any Permitted Transferee or Permitted Mortgagee, and upon receipt of such documents evidencing such impairment, defeat, or prejudice reasonably acceptable to the Sub-Sublessor, take all commercially reasonable steps to:

- (a) terminate this Sub-Sublease at the request of such Permitted Transferee or Permitted Mortgagee; and

- (b) as soon as practicable following termination of this Sub-Sublease in accordance with section 11.4(a), will enter into a new Sub-Sublease substantially in the same form hereof, with such Permitted Transferee or Permitted Mortgagee;

subject to the right, title, and interest of any prior Permitted Transferee or prior Permitted Mortgagee, and provided that any such Permitted Transferee or Permitted Mortgagee defend, indemnify and hold harmless the Sub-Sublessor with respect to any such termination and execution of a new Sub-Sublease as set out in this section 11.4.

11.5 No Conflict

The Sub-Sublessee will ensure that the terms of any Permitted Transfer or Permitted Mortgage are not in conflict with the terms and conditions of this Sub-Sublease, and to the extent there is a conflict, the terms and conditions of this Sub-Sublease will govern. The Sub-Sublessor will not for any reason, including by virtue of providing its consent to any Transfer or Mortgage in accordance with sections **Error! Reference source not found.** or 11.2, be liable for any Losses resulting from a conflict between the terms of this Sub-Sublease. The Sub-Sublessee will defend, indemnify, and hold harmless the Sub-Sublessor in respect of any Losses resulting from or relating to any such Loss.

11.6 Sub-Sublessor May Cure Breach

If the Sub-Sublessee defaults on any obligation, covenant, or agreement in any Transfer or Mortgage of this Sub-Sublease, the Sub-Sublessor may:

- (a) cure any such default under such Transfer or Mortgage on the Sub-Sublessee's behalf, and the Sub-Sublessee appoints the Sub-Sublessor as its agent and attorney in fact in respect of any such default; and
- (b) require by notice to the Sub-Sublessee that any costs or expenses, including reasonable legal expenses, incurred by the Sub-Sublessor relating to any such default, plus an administration fee of 15%, will immediately become due and payable by the Sub-Sublessee as Additional Rent.

11.7 Provisions Applicable to all Assignments, Sub-Subleases and Mortgages

- (a) Consent to any Transfer or Mortgage of this Sub-Sublease by the Sub-Sublessor does not constitute consent to any other Transfer or Mortgage hereof.
- (b) No Transfer or Mortgage by the Sub-Sublessee of this Sub-Sublease will relieve the Sub-Sublessee from any of its obligations or liabilities hereunder.

11.8 Mortgages Effective as of Commencement Date

- (a) If the Sub-Sublessee's interest in the Lands was subject to one or more Mortgages as of the Commencement Date ("**Previous Mortgage**"), notwithstanding any other term hereof, the Sub-Sublessee's rights to use, occupy or possess, as applicable, of the Lot and Common Areas and Facilities are expressly condition upon either: (i) execution and delivery by the

Mortgagee of any Previous Mortgage of a consent to the Restated Letter of Undertaking, or (ii) full and final repayment, termination and discharge of such Previous Mortgage by the Sub-Sublessee.

(b) If a court of competent jurisdiction:

- (i) finds that the Original Sublease terminated upon execution and delivery of this Sub-Sublease or the Master Sublease, or upon this Sub-Sublease or of the Master Sublease becoming legally binding;
- (ii) finds that this Sub-Sublease or the Master Sublease do not create the leasehold interests contemplated herein or thereby; or
- (iii) makes any other finding which in any manner whatsoever materially and adversely impacts the interest of any Mortgagee in any Previous Mortgage which remains valid, binding and legally effective at the time any such finding is made;

then the Sub-Sublessee will immediately upon request execute such instruments and do such things as are reasonably required in order to give full legal effect to the interest of the Mortgagee of any such adversely impacted Mortgage in the Sub-Sublessee's lease and license of the Lot and Common Areas and Facilities contemplated hereby.

ARTICLE 12

HEAD LEASE, ASSIGNMENTS AND ILRS REGISTRATION

12.1 Sub-Sublease Subject to Head Lease and Sub-Sublessor Agreements

This Sub-Sublease is expressly subject and subordinate to the Head Lease and Sub-Sublessor Agreements, and the rights of any of Nation, ISC, Sarcee Developments, and the Sub-Sublessor thereunder. Where there is a conflict between the terms and conditions of this Sub-Sublease and the terms and conditions of the Head Lease or Master Sublease, the terms and conditions of the Head Lease and Master Sublease will govern.

12.2 Sub-Sublessee Must Comply

The Sub-Sublessee will not, and will not permit any Residents or any of the Sub-Sublessee's employees, directors, officers, shareholders, invitees, contractors, agents, or other Persons entering the Premises or the Common Areas and Facilities at the Sub-Sublessee's invitation or under the Sub-Sublessee's reasonable direction or control ("**Sub-Sublessee Party**"), to breach any term of the Head Lease or Sub-Sublessor Agreements. The Sub-Sublessee forever releases and discharges the Sub-Sublessor from and against any Losses resulting from any breach of the terms and conditions of the Head Lease and Master Sublease by a Sub-Sublessee Party. To the extent that the Sub-Sublessee fails to comply with any applicable term of the Head Lease or Sub-Sublessor Agreements, the Sub-Sublessor may take such steps as are reasonably required to rectify any such breach, and any costs incurred by the Sub-Sublessor in rectifying any such breach plus a 15% administration fee will become a Additional Rent immediately due and payable by the Sub-Sublessee to the Sub-Sublessor. The Sub-Sublessee will not be liable for any damage to Sub-Sublessee's property or the

Premises resulting from the Sub-Sublessee's exercise of its rights pursuant to this section 12.2.

12.3 Exercise of Rights and Authority by ISC or Sarcee Developments

The Sub-Sublessee agrees and acknowledges that certain of the Sub-Sublessor's rights and obligations hereunder may be exercised by ISC or Sarcee Developments, on and subject to the terms and conditions of the Head Lease and the Master Sublease, any such exercise of rights and Authority hereunder will be deemed the exercise of the Sub-Sublessor's rights hereunder, and no Losses will lie by virtue of the exercise of such rights and Authority by ISC or Sarcee Developments notwithstanding any rule of Law or equity to the contrary.

12.4 Consent of Tsuut'ina Nation, ISC or Sarcee Developments

Wherever the Head Lease or any Sub-Sublessor Agreement requires that the Sub-Sublessor obtain the consent of Tsuut'ina Nation, ISC, or Sarcee Developments, the Sub-Sublessee agrees that for the purposes of this Sub-Sublease, such requirement will be deemed to be a requirement of the Sub-Sublessor and that the Sub-Sublessor will have the right to withhold and/or delay its consent if it has not received such required prior written consent of ISC or Sarcee Developments.

12.5 ILRS Registration

The Parties will use best efforts to ensure that the amendment, restatement and subordination of the Original Sublease, being this Sub-Sublease, will be duly registered with the ILRS as soon as practicably following the Commencement Date, but in any event no later than the date that is 90 days thereafter.

ARTICLE 13

EVENT OF DEFAULT

13.1 Event of Default

The following events will each constitute an event of default ("**Event of Default**") hereunder:

- (a) Non-Payment of Rent. Non-payment of Rent on or before the date which such Rent is due and payable.
- (b) Breach of Covenant. The Sub-Sublessee is in default or breach of any covenant, agreement, stipulation, obligation, condition, or any other provision of this Sub-Sublease or is in material default or breach of the Rules, to be observed and performed by the Sub-Sublessee, and the Sub-Sublessee fails to cure such breach within thirty (30) days of receipt of written notice of the Sub-Sublessor setting out in reasonable detail the nature of any such default. Where any such breach is not reasonably curable within such cure period, the Sub-Sublessee will not commit an Event of Default where the Sub-Sublessee has and continues to diligently take such steps as are reasonably required to cure such default, as determined by the Sub-Sublessor acting reasonably.
- (c) Insolvency Event. The Sub-Sublessee:

- (i) makes an assignment for the benefit of the Sub-Sublessee's creditors or otherwise starts proceedings under any bankruptcy or insolvency Laws;
- (ii) appoints, or another Person appoints, a receiver (including a receiver-manager, interim receiver, trustee, liquidator, or other custodian of the Sub-Sublessee's interest in the Premises) other than any appointment by a Mortgage pursuant to a Mortgage of this Sub-Sublease;
- (iii) becomes bankrupt or insolvent; or
- (iv) if the Sub-Sublessee is a corporation or limited partnership, makes any application, petition, certificate to, or an order is made or granted to, wind-up or dissolve the Sub-Sublessee, whether voluntary or involuntary.

13.2 Notice

The Sub-Sublessee will provide notice to the Sub-Sublessor immediately upon becoming aware that any act or omission of the Sub-Sublessee has occurred that would constitute a Default.

13.3 Sub-Sublessor May Cure Default

The Sub-Sublessor may in its sole discretion, and without obligation, take or do any such reasonably required action or thing to cure any default set out in section 13.1(b), and any costs or expenses incurred by the Sub-Sublessor as a result of curing any such breach, including reasonable legal fees, and an administration fee of 15%, will be due and payable as Additional Rent. If the Sub-Sublessor begins to cure the default, then the Sub-Sublessor will have no obligation to continue to cure such default and the Sub-Sublessor is not liable for any Losses or expenses suffered by the Sub-Sublessee or any other Person resulting from the Sub-Sublessor taking any such action or doing any such thing it may elect to do under this section 13.3.

ARTICLE 14 **REMEDIES AND TERMINATION**

14.1 Termination at End of Term

This lease will terminate immediately upon expiry of the Term.

14.2 Termination on Default

The Sub-Sublessor may terminate this Sub-Sublease immediately upon written notice following any Event of Default.

14.3 Default by Sub-Sublessor Under Stewardship Agreement

Pursuant to Article 14 of the Stewardship Agreement, if Tsuut'ina Nation, Sarcee Developments, and the Sub-Sublessor have agreed to appointment of a New Steward and/or Interim Steward, as defined therein, the Sub-Sublessee will be entitled, on and subject to the terms and conditions of the Stewardship Agreement, to (a) provide to Tsuut'ina Nation its

comments respecting the appointment of a New Steward, and to (b) one vote respecting the appointment of any such New Steward.

14.4 Effect of Termination

- (a) Re-Entry. If this Sub-Sublease ends early, then the Sub-Sublessee's interest in the Premises ends and the Sub-Sublessor may re-enter the Premises and possess and enjoy them as if this Sub-Sublease had not been made.
- (b) Rent and Other Obligations. The Sub-Sublessee will not be relieved of its obligation to pay Rent or perform such other obligations as the Sub-Sublessee is obligated to perform hereunder upon Termination.
- (c) Surrender of Premises. Upon termination of this Sub-Sublease, the Sub-Sublessee will peaceably surrender and yield up the Premises to the Sub-Sublessor and all rights, title and interest in and to the Lot Improvements and Sub-Sublessee Property not already removed at the time of termination in accordance with Article 6, will revert to the Sub-Sublessor absolutely and free of all encumbrances and for no compensation.
- (d) Condition and Securing of Premises. Upon termination of this Sub-Sublease, the Sub-Sublessee will promptly remove any garbage or debris from the Premises so that the Premises are in a clean condition to the reasonable satisfaction of the Sub-Sublessor, and in any event such condition will be no worse than the condition of the Premises as at the date the Sub-Sublessee first took possession thereof, subject to reasonable wear and tear, and secure the Premises, if necessary, so that the Premises do not pose a danger to any Person.
- (e) Sub-Sublessee not in Possession. Upon termination of this Sub-Sublease, the Sub-Sublessee is entitled to access the Premises when this Sub-Sublease ends only:
 - (i) at the reasonable times and on the reasonable conditions set by Tsuut'ina Nation, Sarcee Developments, and the Sub-Sublessor, whichever are more stringent;
 - (ii) subject to the rights of any Permitted Transferee or any other person with an interest in the Premises; and
 - (iii) to be able to perform any of the Sub-Sublessee's obligations that survive after this Sub-Sublease ends;and such permitted entry will not constitute or be deemed to constitute possession of the Premises by the Sub-Sublessee.
- (f) Overholding. Provided that the term of the Designation has not expired, if, after the Term ends, the Sub-Sublessee holds over occupation of the Premises ("**Overhold**") and the Sub-Sublessor accepts Rent from the Sub-Sublessee then:

- (i) the Overhold tenancy will be on a month-to-month basis;
 - (ii) the monthly Rent due under any Overhold will be the market rent applicable to the Premises at the time of such Overhold tenancy; and
 - (iii) the Sub-Sublessee will be subject to the obligations, covenants and agreements contained in this Sub-Sublease so far as the same are applicable to a month-to-month tenancy in the sole discretion of the Sub-Sublessor, acting reasonably.
- (g) No Relief from Forfeiture. The Sub-Sublessee hereby expressly waives all rights of redemption and relief from forfeiture granted by or under any present or future Laws in the event of the Sub-Sublessee being evicted or dispossessed from the Premises for any cause, or in the event of the Sub-Sublessor obtaining possession of the Premises or of the Sub-Sublessee Property by reason of the default of the Sub-Sublessee or otherwise.
- (h) Showing Premise. The Sub-Sublessor, at any time within six months before the end of the Term, or at any time if the Sub-Sublessee is in default hereunder, may, at all reasonable hours and upon reasonable notice, enter the Premises and bring other Persons for the purpose of showing the Premises and offering the same for lease and may place upon the Premises or elsewhere in or on the Townsite Lands notice that the Premises is available for lease.

14.5 Survival

The following sections will survive Termination of this Sub-Sublease: **Error! Reference source not found.**, sections 2.8(a), 2.10, 3.5, 3.6, **Error! Reference source not found.**, 4.1, 5.2, **Error! Reference source not found.**, 8.1, **Error! Reference source not found.**, 11.6, **Error! Reference source not found.**, 13.3, this **Error! Reference source not found.**, Article 15, Article 16, Article 17, and Article 18, and such other sections, terms and conditions as are intended by their nature to survive termination of this Sub-Sublease.

ARTICLE 15 **RENEWAL**

15.1 First Right of Refusal

Provided that Tsuut'ina Nation re-designates the Townsite Lands or extends the Designation, or any portion thereof containing the Premises and the Common Areas and Facilities, the Sub-Sublessee will have the first right to enter into a new lease respecting the Premises for market rent and for such term as is available pursuant to any renewal of the Master Sublease or such other similar arrangement, and to the extent that the Sub-Sublessor has the legal authority to grant such lease ("**New Sub-Sublease**").

15.2 Sub-Sublessor Appointed as Negotiator

The Sub-Sublessee hereby appoints the Sub-Sublessor as principal negotiator and as its agent with respect to the Renewal Procedure, including negotiation of the governance Authority of the Sub-Sublessor relating to operation and administration of the Townsite, and the terms and conditions of any new head lease ("**New Head Lease**") or any renewal,

extension or amendment to the Head Lease, the terms and conditions of any new master sublease ("**New Master Sublease**"), or any renewal, extension or amendment to the Master Sublease, New Sub-Sublease, or other agreements related to the renewal thereof (together, the New Sub-Sublease, New Head Lease, New Master Sublease, and other related documents that are reasonably required to give full and binding legal effect to the Renewal Procedure, the "**New Lease Agreements**"), provided that and so long as the Sub-Sublessor complies with the Public Engagement Obligations. Provided that the same or substantially similar New Lease Agreements negotiated by the Sub-Sublessor in accordance with its rights pursuant to this section 15.2 are ratified by all Sub-Sublease Holders in accordance with the Sub-Sublessor's Bylaws, the Sub-Sublessee irrevocably appoints the Sub-Sublessor as its agent and attorney in fact for and in the name of the Sub-Sublessee to do, make, sign, endorse, or execute under seal or otherwise, all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, agreements, certificates, declarations or consents as the Sub-Sublessee would reasonably be required to execute in order to give full binding legal effect to the New Lease Agreements, and generally to do anything necessary or incidental to the exercise of the Sub-Sublessor's right as agent and attorney in fact pursuant to this section 15.2.

15.3 Approval of New Sub-Subeases

The Sub-Sublessee will have such public engagement, consultation, review, approval, or other rights respecting the Renewal Procedure and the terms and conditions of the New Lease Agreements as set out in the Sub-Sublessor Bylaws ("**Public Engagement Obligations**"). This Sub-Sublease will not be construed so as to create any new rights or interests of the Sub-Sublessee with respect to the Renewal Procedure of drafting, negotiation, finalization, or execution of the New Lease Agreements.

15.4 Execution of New Sublease

Provided that the Sub-Sublessor has obtained the requisite membership approvals set out in the Sub-Sublessor's Bylaws to approve the New Lease Agreements ("**New Lease Approval**"), the Sub-Sublessee will execute the New Sublease, and any other lease agreement in the same or substantially the same form as presented to the Sub-Sublessee for review and comment in accordance with the Sub-Sublessor's Bylaws. The Sub-Sublessee hereby:

- (a) irrevocably appoints the Sub-Sublessor as the Sub-Sublessee's agent and attorney in fact with respect to execution of the New Sublease and such other documents as are reasonably required to give full legal effect to the New Lease Agreements; and
- (b) assigns its first right of refusal to execute any New Sublease as set out in section 15.1 to the Sub-Sublessor; provided that the Sub-Sublessor has complied with its Public Engagement Obligations, and has obtained the New Lease Approval. For greater certainty, failure of the Sub-Sublessee to execute the New Sublease and such other documents as are reasonably required to give full legal effect to the New Lease Agreements will constitute a breach under this Agreement.

ARTICLE 16

INDEMNITY AND LIABILITY

16.1 Indemnity

The Sub-Sublessee will defend, indemnify and hold harmless the Sub-Sublessor, ISC, Tsuut'ina Nation, Sarcee Developments, and the Sub-Sublessor's members, directors, officers, servants, employees, agents, contractors, subcontractors, and other legal representatives ("**Sub-Sublessor Parties**") from and against any Losses, and any sums paid in any way relating to the negotiation, mediation, arbitration, litigation, defence, or settlement of any Losses, and any Losses, that in are any way whatsoever based upon, arising out of, or relate to:

- (a) a default of any of the Sub-Sublessee's obligations under this Sub-Sublease;
- (b) any injury to, or death of, any Sub-Sublessee Parties on the Townsite Lands during the Term;
- (c) any damage to, or loss of, property of any Sub-Sublessee Parties in any way due to the use of the Townsite Lands by any such Sub-Sublessee Party during the Term;
- (d) the Sub-Sublessor's curing or attempt to cure a default by the Sub-Sublessee of this Sub-Sublease;
- (e) the presence or Release of Contaminants in, on or under the Townsite Lands as a result of the acts or omissions of, or are at the direction of the Sub-Sublessee or Sub-Sublessee Parties;
- (f) the Sub-Sublessor's Construction, removal or disposal of any Lot Improvements, Sub-Sublessee Property, or any other moveable goods, waste, debris or items; or
- (g) any act or omission of the Sub-Sublessee or Sub-Sublessee Parties,

save and except such Losses based upon, arising out of, or in connection with the gross negligence or willful misconduct of the Sub-Sublessor or the Sub-Sublessor Parties unless such gross negligence or misconduct involves a peril against which the Sub-Sublessee is obligated to obtain and maintain insurance.

16.2 Limitation of Liability

The Sub-Sublessor, ISC, Tsuut'ina Nation, Sarcee Developments, and the Sub-Sublessor Parties, or any of them, will not be liable or responsible in any way for:

- (a) any personal injury or death, however caused, that may be suffered or sustained by the Sub-Sublessee or by any Sub-Sublessee Parties who may be in or about the Premises, or the Common Areas and Facilities;
- (b) any loss or damage of any nature whatsoever, howsoever caused, to the Premises or to any property belonging to the Sub-Sublessee or to any of the

Sub-Sublessee Parties while such property is in or about the Premises or upon the Common Areas and Facilities; or

- (c) any loss or damage of any nature caused in the course of the performance of the Sub-Sublessor's obligations under this Sub-Sublease or otherwise;

unless and to the extent resulting directly from the gross negligence or willful misconduct of such parties.

16.3 Exclusion of Liability

Notwithstanding section 16.2, neither the Sub-Sublessor, ISC, Tsuut'ina Nation, Sarcee Developments, nor any Sub-Sublessor Parties, or any of them, will under any circumstances including circumstances involving negligence of any such Person, be liable or responsible in any way for:

- (a) any personal injury or death that may be suffered or sustained by the Sub-Sublessee or by any Sub-Sublessee Party, who may be in or about the Townsite Lands, or any loss or damage of any nature whatsoever to the Premises or to any property belonging to the Sub-Sublessee or to any of the Sub-Sublessee Parties while such property is in or about the Townsite Lands:
 - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruptions of any utility or elevator or escalator or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing, or flowing into any part of the Premises, unless caused by an Insured Damage;
 - (ii) caused by any act (including theft), omission, malfeasance, or negligence on the part of an agent, contractor or employee from time to time engaged or employed, as the case may be, by the Sub-Sublessor in the exercise of its rights and fulfillment of its obligations under the Stewardship Agreement, in or about the Townsite Lands; or
 - (iii) caused while the Sub-Sublessor or any Sub-Sublessor Party enter upon the Premises in the case of an emergency, unless an Insured Damage;
- (b) any loss or damage of any nature whatsoever, howsoever caused, to books, records, files, money, securities, negotiable instruments, papers, or other valuables of the Sub-Sublessee;
- (c) anything done or omitted to be done by any other tenant of the Townsite Lands, including any default by any tenant under the applicable lease; or
- (d) any loss against which the Sub-Sublessee is obligated to insure against hereunder or has insured against.

16.4 No Consequential or Indirect Damages

Notwithstanding any rule of law or equity to the contrary, in no event shall the Sub-Sublessor, ISC, Tsuut'ina Nation, Sarcee Developments, nor any Sub-Sublessor Party, be liable under this

agreement to the Sub-Sublessee or any third party for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, including any damages for business interruption, loss of use, data, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise, regardless of whether such damages were foreseeable and whether or not any such Person was advised of the possibility of such damages.

ARTICLE 17

NOTICE

17.1 General Requirement

All notices, requests, demands, consents, and approvals to be given or made under this Sub-Sublease will be in writing, and all Rent to be paid, will be delivered in accordance with this section 17.1 to the following addresses, or such other addresses as determined by the Parties by written notice delivered in accordance with this section 17.1:

To the Sub-Sublessor:

1 Manyhorses Drive
Redwood Meadows, AB
T3Z1A4

Attention: Paul Sawler, Mayor
Phone: (403) 949-3563
Email: rwmtsm@redwoodmeadows.ab.ca

With a copy to:

Macushla Law Corporation
253 Columbia Street
Vancouver, BC V6A 2R5

Attention: James Struthers
Phone: (604) 868-5297

To the Sub-Sublessee:

The Sub-Sublessee will provide written notice to the Sub-Sublessor within 10 days following any change in the following contact information.

[INSERT MAILING ADDRESS OF SUB-SUBLESSEE]

Phone: [INSERT PHONE NUMBER]
Email: [INSERT E-MAIL ADDRESS]

17.2 Delivery

If any question arises as to the date on which payment, notice, or demand was made, it will be deemed to have been delivered or received:

- (a) If sent by email, the day that the email was delivered;
- (b) if sent by fax, the day of transmission if transmitted before 3:00 p.m., otherwise, the next day;
- (c) if sent by mail, on the sixth (6) day after the notice was mailed; or
- (d) if sent by any means other than fax or mail, the day it was received.

If the postal service is interrupted or threatened to be interrupted, then any payment, notice, or demand will only be sent by means other than mail.

ARTICLE 18 **DISPUTE RESOLUTION**

18.1 Dispute Resolution

- (a) Dispute Notice. In the event of a dispute, controversy, disagreement, claim, or any other issue arising between the Parties regarding this Sub-Sublease other than relating to non-payment of Rent ("**Dispute**"), unless otherwise expressed herein, the Party alleging any such dispute will first provide written notice of any such Dispute to the other Party ("**Dispute Notice**").
- (b) Negotiation. As soon as practicable following delivery of any Dispute Notice, the Parties will meet and attempt to resolve such Dispute in good faith.
- (c) Dispute Resolution Committee. If the Parties are unable to resolve a Dispute by negotiation, the Parties will refer the Dispute to a committee consisting of ("**Dispute Resolution Committee**"):
 - (i) one Tsuut'ina elder appointed by Tsuut'ina Chief and Council;
 - (ii) one Tsuut'ina Chief and Council representative or their designate;
 - (iii) one Sub-Sublessor Council member or their designate appointed by the Sub-Sublessor; and
 - (iv) one long-term holder of an Original Sublease interest or a long-term Sub-Sublessee, or such other Person appointed by the Sub-Sublessor.

The Parties will appoint their respective member(s) of the Dispute Resolution Committee as soon as practicable after the date of receipt of a Dispute Notice. The Dispute Resolution Committee will review and provide a decision relating to any such Dispute within thirty (30) days of the date that all members of the Dispute Resolution Committee have been appointed. The decision of the Dispute Resolution Committee is non-binding on the Parties, and the Parties may agree to forgo the Dispute Resolution Committee by mutual agreement.

The Dispute Resolution Committee may engage such experts or advisors as are reasonably required to fully understand and diligently resolve the subject Dispute, and the costs of any such experts or advisors will be shared equally by the Parties. The parties agree to resolve Disputes as cost effectively as possible.

- (d) Arbitration. Either Party may, failing resolution of a Dispute pursuant to section 18.1(a), elevate any Dispute to arbitration. The Parties will jointly select an Arbitrator, failing which the Parties will each appoint an Arbitrator, which appointed Arbitrators will jointly appoint a third Arbitrator, who will be the Arbitrator with respect to any arbitration between the Parties. The decision of an Arbitrator will be final and binding, and the Parties will have no right to appeal such decision on the basis of fact, law, or mixed fact and law to any court of competent jurisdiction, notwithstanding any rule of law or equity to the contrary.
- (e) Certification. Any appointed Arbitrator must be a current member of the ADR Institute of Alberta.
- (f) Costs of Dispute Resolution. Any reasonably incurred shared costs or expenses relating to arbitration will be shared equally by the Parties, except that each Party will bear their own legal costs and expenses on a solicitor client basis. For greater certainty, the Parties will share the cost of any Arbitrator, facilities costs, administrative expenses of the Arbitrator, and any other shared costs or expenses.
- (g) Location of Arbitration. Any mediation or arbitration will take place on the Townsite Lands, or such other location as reasonably agreed to by the Parties.

ARTICLE 19

MISCELLANEOUS

19.1 All Terms are Covenants

All agreements, terms, conditions, covenants, provisions, duties, and obligations to be performed or observed by the Parties hereunder are deemed to be conditions as well as covenants.

19.2 Presumption

There will be no presumption that any ambiguity in any of the terms of this Agreement will be interpreted in favour of any Party.

19.3 Net Lease for the Sub-Sublessor

Except as stated herein, this Agreement is to be a completely carefree net lease for the Sub-Lessor. Notwithstanding anything in this Sub-Sublease to the contrary, the Sub-Sublessor will not be responsible during the Term for any costs, charges or expenses arising from or relating to the Premises, the use or occupancy of the Premises or the Common Areas and Facilities, or the business carried out thereon, or any of the Sub-Sublessee's obligations under this Agreement.

19.4 Lessee's Expense

Notwithstanding anything in this Sub-Sublease to the contrary, the Sub-Sublessee will be responsible during the Term for any costs, charges or expenses arising from or relating to the Premises, the use or occupancy of the Premises or the business carried out on the Lands, and any of the Sub-Sublessee's obligations under this Master Sublease.

19.5 Binding on Successors

This Sub-Sublease will be for the benefit of and be binding upon the executors, administrators, successors, assigns, heirs, and other legal representatives, as the case may be, of each of the Parties.

19.6 No Waiver

No condoning, excusing, or overlooking by the Lessor of any default by the Sub-Sublessee of this Agreement at any time will operate as a waiver of, or otherwise affect the rights of, the Sub-Sublessor in respect of any continuing or subsequent default. No waiver of these rights will be inferred from anything done or omitted by the Sub-Sublessor except by an express waiver in writing.

19.7 No Assumption of Responsibility by Sub-Sublessor

No consent or absence of consent by the Sub-Sublessor will in any way be an assumption of responsibility or liability by the Sub-Sublessor for any matter subject to or requiring the Sub-Sublessor's consent.

19.8 Not a Joint Venture

Nothing in this Sub-Sublease will be construed as creating a relationship of agency, partnership, joint venture, or other such association between the Parties other than the relationship of lessor and lessee.

19.9 Unavoidable Delay

- (a) A *bona fide* default or other failure to comply, observe or perform any term of this Sub-Sublease will be deemed not to be a default or failure to comply, observe, or perform any term by a Party if such default or failure to comply, observe, or perform a term was due to or caused by or materially contributed to by Unavoidable Delay.
- (b) A Party claiming the benefit of Unavoidable Delay will promptly provide the other Party with notice of the Unavoidable Delay upon learning of such default or failure to comply with, observe or perform any term of this Sub-Sublease. Such Party will promptly, in good faith, and in a commercially reasonable manner, put itself in a position to carry out the terms of this Master Sublease notwithstanding any Unavoidable Delay.

19.10 Corporate Authority

The Sub-Sublessor represents and warrants to the Sub-Sublessee that the Sub-Sublessor:

- (a) has the corporate authority under its documents of incorporation to enter into this Sub-Sublease and to perform all of the obligations, covenants, and agreements contained in this Sub-Sublease;
- (b) is a corporation duly incorporated under the laws of the province of Alberta;
- (c) is a valid and subsisting corporation in good standing with respect to the filing of annual reports with the provincial corporate registry; and
- (d) will remain in good standing with respect to the filing of annual reports with the provincial corporate registry.

19.11 Authority

The Sub-Sublessee represents and warrants to the Sub-Sublessor that:

- (a) it has all necessary authority to enter into this Agreement and to perform all of the covenants and agreements contained herein; and
- (b) execution hereof will not constitute breach of the Sub-Sublessee of any other agreement or legal instrument nor any Applicable Law.

19.12 No Consequential or Indirect Damages.

Notwithstanding any rule of law or equity to the contrary, in no event shall the Sub-Sublessor nor any of its directors, employees, members, contractors, agents or other Persons under the direction or control of the Sub-Sublessor, be liable under this agreement to the Sub-Sublessee or any third party for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, including any damages for business interruption, loss of use, data, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise, regardless of whether such damages were foreseeable and whether or not the Sub-Sublessee or any of its renters, invitees or other Persons related to the Sub-Sublessee or for which the Sub-Sublessee is legally responsible was advised of the possibility of such damages.

19.13 Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which is considered to be an original but all of which together constitute one and the same document. Each Party will promptly deliver its originally executed Agreement to the other Party.

[Signature page follows]

[Signature page to Sub-Sublease]

IN WITNESS WHEREOF the Parties have executed this Sub-Sublease as of the date of execution by the Sub-Sublessor.

**TOWNSITE OF REDWOOD MEADOWS
ADMINISTRATION SOCIETY**

Per: _____

Paul Sawler, Mayor

EXECUTED in the presence of:

_____)	
_____)	
_____)	
_____)	
Witness Signature)	
_____)	
_____)	
Witness Name)	[NAME OF SUB-SUBLESSEE]
_____)	
_____)	
Witness Address)	
_____)	
_____)	
Witness Telephone)	

SCHEDULE A

LOT

PIN:

Legal Description:

Civic Address:

SCHEDULE B

HEAD LEASE

[See attached]

SCHEDULE C

MASTER SUBLEASE

[See attached]

SCHEDULE D

STEWARDSHIP AGREEMENT

[See attached]

SCHEDULE E
HEAD LEASE EXTENSION

[See attached]

SCHEDULE F
TSUUT'INA NATION BURIAL PROTOCOL

[See attached]

SCHEDULE G

RENT

1. **Down Payment.** The Sub-Sublessee will pay as rent to the Sub-Sublessor \$[INSERT AMOUNT] plus any amounts outstanding to the Sub-Sublessor as of the date of execution hereof on or before the day that is 90 days from the Commencement Date ("**Down Payment**").
2. **Monthly Payment.** The Sub-Sublessee will pay the Sub-Sublessor \$[INSERT AMOUNT] on the first day of each calendar month of the Term following the Commencement Date ("**Monthly Payment**"). If the Commencement Date or date of expiry or earlier termination hereof does not fall on the first day of a calendar month, the Monthly Payment will be reduced or increased, as applicable, by a *pro rata* amount to reflect for the number of days during which the Term was effective during such calendar month. For greater certainty, if the parties execute and deliver this Sub-Sublease on or after the Commencement Date, the Sub-Sublessee will pay the first, second and third Monthly Payments on or before the day that is 90 days from the Effective Date.
3. **Monthly Payment Adjustments.** The Monthly Payment will be increased from and after each anniversary of the Commencement Date by 1.2% ("**Index Adjustment**").
4. **Down Payment Adjustment (Liquidated Damages and Retroactive Lease Payments for Delayed Execution of Sub-Sublease).** If the Sub-Sublessee fails to:
 - a. execute and deliver this Sub-Sublease or any documents ancillary or necessarily incidental hereto, or any document which must be executed by the Sub-Sublessee in order to give full legal effect to this Sub-Sublease, the Master Sublease, the Stewardship Agreement or any other legal instrument material to the extension of the Head Lease and the Original Subleases on or before the day that is 90 days from the Commencement Date; or
 - b. pay the Down Payment or the first Monthly Payment prior to the day that is 90 days from the Commencement Date;then the Sub-Sublessee will pay to the Sub-Sublessor as liquidated damages:
 - c. an additional 10% interest on the Down Payment compounding annually, such interest to commence accrual on the Commencement Date as defined in the Master Sublease and will continue accruing until due execution and delivery hereof, notwithstanding that execution hereof may occur after such date ("**Delayed Execution Interest**"); and
 - d. a sum equal to the Monthly Payments that would otherwise have been payable by the Sub-Sublessee as if the Commencement Date occurred on the Commencement Date as defined in the Master Sublease, plus 10% interest thereon compounding annually ("**Retroactive Monthly Payment**").

In addition, the Sub-Sublessee will not be entitled to its share of the fund operated by the Sub-Sublessor in relation to extension of the Original Subleases ("**PVP Fund**"), which share equals a sum of \$15,242.16, which sum was used to calculate and deducted from the Down Payment and Monthly Payments which would otherwise have been payable by the Sub-Sublessee as Rent hereunder ("**PVP Fund Withholding**").

The Parties agree that the Delayed Execution Interest, Retroactive Monthly Payments and PVP Fund Withholding constitute liquidated damages, and not a penalty, and is a reasonable estimate of damages actually suffered by the Sub-Sublessor due to delayed execution hereof, notwithstanding that quantifying the harm or actual damages that the Sub-Sublessor would suffer due to any such breach would be impossible or difficult to accurately estimate. If any such amounts become payable by the Sub-Sublessee hereunder, such amounts will become payable as rent.

SCHEDULE H
RESTATED LETTER OF UNDERTAKING

[See attached]

SCHEDULE J - AUTHORIZING RESOLUTIONS

[See attached]

Townsite of Redwood Meadows Council Motion/Resolution

Lease Agreements Execution

Motion / Resolution No. 2021 -01	Date of Duly Convened Meeting: March 16, 2021	Quorum: 4 Council Members Required 7 Council Members Present
The Council of the Townsite of Redwood Meadows Administration Society (" Society ")		
Redwood Meadows, AB		

WHEREAS: Certain draft agreements including a form of Sub-Sublease, Master Sublease, Stewardship Agreement, Tax Administration Agreement and other related and ancillary documents ("**Lease Agreements**") were submitted to a Lease Ratification Vote in accordance with the Society's bylaws and the Ratification Policy approved by the Society's directors. Capitalized terms used in this Resolution have the meanings ascribed to them in the Society's Ratification Policy unless otherwise defined herein;

WHEREAS: The Lease Agreements and the transactions contemplated thereby were approved by 309 (# in favor) votes cast in favor out of 317 (total #) votes cast by Delegated Sublease Voters through a Lease Ratification Vote held on December 11, 2020;

WHEREAS: The Society's directors voted in favor December 15, 2020 (Motion / Resolution # 2020-06) to honour the Delegated Sublease Voters' decision to ratify and implement the Lease Agreements ("**Ratifying Resolution**");

WHEREAS: In the normal course of commercially finalizing the proposed Lease Agreements several minor amendments were made to improve clarity, address latent Sublease Voter and other party concerns, and resolve grammatical and reference errors, including a side letter to the Stewardship Agreement and Master Sublease ("**Revisions**");

WHEREAS: The Society has obtained legal advice from its legal counsel that the Revisions, neither individually nor in aggregate, materially adversely impact the rights, title or interests of the Society nor the Sublease Voters interests; and

WHEREAS: In accordance with the Society's bylaws, the results of the Lease Ratification Vote, and other applicable laws and legal instruments, the directors have determined it in the best interests of the Society to enter into the Lease Agreements;

WE DO HEREBY RESOLVE:

- A. The Society be and is hereby authorized and directed to enter into the Lease Agreements, including the Revisions, in substantially the form presented to the Society's directors;
- B. Paul Sawler, and where applicable, Scott Ackerman, be and are hereby authorized and directed to execute and deliver the Lease Agreements, including the Revisions, and such other ancillary, corollary, or other related legal instruments or documents necessary to give full legal effect thereto, in the name and on behalf of the Society, as the case may be.

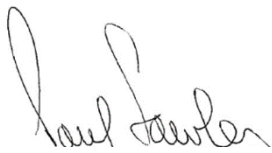
- C. Paul Sawler, and where applicable, Scott Ackerman, be and are hereby authorized and directed, for and on behalf of the Society in its own right to do all such acts and things and to execute and deliver all such deeds, transfers, assignments, certificates, consents, documents and instruments as may be in his or their discretion necessary or advisable in order to facilitate or carry out the intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of any such document or the doing of such acts or things.

Moved By: Councillor Van Camp


Seconded By: Councillor Winograd

Yes: 6

No: 1

A handwritten signature in cursive script, appearing to read "Paul Sawler", written in dark ink.

Mayor


	TSUUT'INA NATION					PAGE 1 OF 4	
	BAND COUNCIL RESOLUTION					File Reference No. BCR #: 3644	
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.							
The Council of the:					Cash Free Balance		
TSUUT'INA NATION							
Date of Duly Convened Meeting:	Day		Month		Year	Province	
	1	8	0	3	2	1	
					Alberta	Capital Account \$ _____	
						Revenue Account \$ _____	


WHEREAS:


- A. CHIEF AND COUNCIL OF THE TSUUT'INA NATION HAVE BEEN DULY ELECTED PURSUANT TO THE CHIEF AND COUNCIL ELECTORAL CODE AND ARE EMPOWERED TO ACT ON BEHALF OF THE CITIZENS OF THE TSUUT'INA NATION (THE "NATION");
- B. CHIEF AND COUNCIL HAVE MET IN A QUORUM AT A DULY CONVENED CHIEF AND COUNCIL MEETING ON MARCH 18, 2021;
- C. CHIEF AND COUNCIL ARE ACTING ON THEIR AUTHORITY WHICH IS DIRECTLY DERIVED FROM THE ELECTORATE OF THE NATION;
- D. THE NATION IS A SOVEREIGN NATION WITH THE INHERENT RIGHT OF SELF-DETERMINATION WHICH INCLUDES THE RIGHT OF GOVERNMENT;
- E. LANDS ON TSUU T'INA INDIAN RESERVE NO. 145 LEGALLY DESCRIBED AS:
 - i. LOT 1 CLSR PLAN 57673;
 - ii. LOT 3 CLSR PLAN 57674;
 - iii. LOT 4 AND ROAD CLSR PLAN 57676;
 - iv. LOT 6, 7 AND 8 CLSR PLAN 57814;
 - v. LOT 11 CLSR PLAN 67856BEING 1,592.26 ACRES MORE OR LESS ("LANDS")


WERE SURRENDERED FOR SEVENTY-FIVE (75) YEARS FOR THE PURPOSE OF BEING LEASED FOR COMMERCIAL, AGRICULTURE, INDUSTRIAL, HOUSING AND RECREATIONAL PURPOSES ON SEPTEMBER 6, 1974, WHICH WAS ACCEPTED BY P.C. 1974-2644 DATED DECEMBER 3, 1974 (THE "ORIGINAL DESIGNATION"), AMENDED BY A PARTIAL REVOCATION OF SURRENDER DATED OCTOBER 25, 1985, AND ACCEPTED BY THE GOVERNOR GENERAL IN COUNCIL BY P.C. 1988-504 DATED MARCH 17, 1988 (THE "FIRST PARTIAL REVOCATION"), FURTHER AMENDED BY A PARTIAL REVOCATION OF SURRENDER DATED JULY 21, 1992, AND ACCEPTED BY THE GOVERNOR IN GENERAL IN COUNCIL BY P.C. 1993-652 DATED MARCH 30, 1993 (THE "SECOND PARTIAL REVOCATION"), FURTHER AMENDED BY A PARTIAL REVOCATION OF SURRENDER DATED MAY 10, 2016, AND ACCEPTED BY THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT BY M.O.2016-034 (THE "THIRD PARTIAL REVOCATION") (COLLECTIVELY, THE "DESIGNATION";

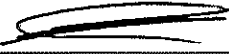
Quorum: 7



Chief Roy Whitney



Councillor Paula Big Plume

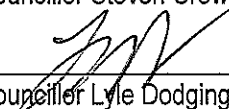

Councillor Stanley Big Plume



Councillor Kelsey Big Plume

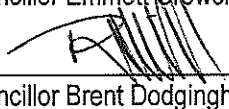

Councillor Steven Crowchild

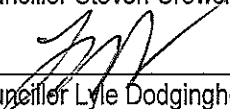

Councillor Corrine Eagletail

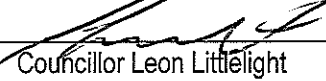

Councillor Emmett Crowchild


Councillor Lyle Dodginghorse



Councillor Ellery Starlight


Councillor Brent Dodginghorse


Councillor Shay Runner


Councillor Leon Littlelight

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue
Recommending Officer			Recommending Officer		
Signature		Date	Signature		Date
Approving Officer			Approving Officer		
Signature		Date	Signature		Date

					TSUUT'INA NATION					PAGE 2 OF 4				
BAND COUNCIL RESOLUTION										File Reference No. BCR #: 3644				
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.														
The Council of the:										Cash Free Balance				
TSUUT'INA NATION														
Date of Duly Convened Meeting:			Day		Month		Year		Province		Capital Account \$ _____			
			1 8		0 3		2 1		Alberta		Revenue Account \$ _____			

F. AS A RESULT OF THE FOREGOING REVOCATIONS TO THE ORIGINAL DESIGNATION AND THE SECTION 35 TRANSFER OF LOT 3 CLSR 57674 AND LOT 4 AND ROAD CLSR 57676 BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA TO THE PROVINCE OF ALBERTA ON MAY 20, 2015 FOR THE SOUTHWEST CALGARY RING ROAD, ADDITIONAL SURVEYS WERE COMPLETED AND THE REMAINING LANDS SUBJECT TO THE DESIGNATION CAN BE ACCURATELY DESCRIBED AS FOLLOWS;

LOT 1 AS SHOWN ON A PLAN OF SURVEY DEPOSITED IN THE CANADA LANDS SURVEY RECORDS UNDER NUMBER 57673, COMPRISING 4.05 HECTARES (10 ACRES), MORE OR LESS;

LOT 48 AS SHOWN ON A PLAN OF SURVEY DEPOSITED IN THE CANADA LANDS SURVEY RECORDS UNDER NUMBER 103680, COMPRISING 64.9 HECTARES (160.37 ACRES), MORE OR LESS;

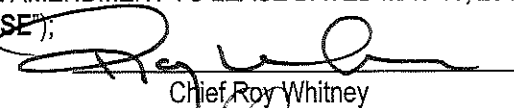
ROAD ACCORDING TO THE REGISTRATION PLAN DEPOSITED IN THE CANADA LANDS SURVEY RECORDS AT OTTAWA UNDER NUMBER 57676, EXCLUDING THOSE PORTIONS OF THE ROAD LYING WITHIN THE BOUNDARIES OF THE REGISTRATION PLAN DEPOSITED IN THE CANADA LANDS SURVEY RECORDS UNDER NUMBER 103574 CLSR; AND

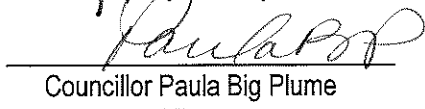
LOTS 6, 7 AND 8 AS SHOWN ON A PLAN OF SURVEY DEPOSITED IN THE CANADA LANDS SURVEY RECORDS UNDER NUMBER 57814 CLSR, COMPRISING 495.05 HECTARES (1223.26 ACRES), MORE OR LESS ("PRESENT LANDS");

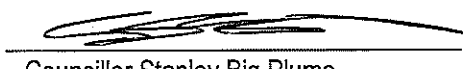
G. BY AMENDMENT DATED DECEMBER 6, 2020, AND ACCEPTED BY THE MINISTER OF INDIGENOUS SERVICES BY M.O. 2021-009 THE DESIGNATION WAS FURTHER AMENDED TO EXTEND THE TERM AND RESTATE THE LAND SCHEDULE, ALL OF WHICH IS MORE PARTICULARLY SET FORTH IN THE 2020 AMENDMENT OF DESIGNATION (THE "PRESENT DESIGNATION");

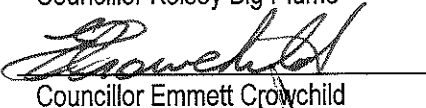
H. THE LANDS WERE LEASED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA") TO SARCEE DEVELOPMENTS LTD. ("SARCEE DEVELOPMENTS") BY WAY OF A LEASE DATED SEPTEMBER 6, 1974 (THE "ORIGINAL LEASE"), AMENDED BY AN AMENDMENT TO LEASE DATED FEBRUARY 4, 1977 (THE "FIRST LEASE AMENDMENT"), FURTHER AMENDED BY A SURRENDER DATED MAY 28, 1984 (THE "SECOND LEASE AMENDMENT"), FURTHER AMENDED BY AN AMENDMENT TO LEASE DATED APRIL 29, 2015 (THE "THIRD LEASE AMENDMENT"), FURTHER AMENDED BY AN AMENDMENT TO LEASE DATED MAY 10, 2016, AND (THE "FOURTH LEASE AMENDMENT") (COLLECTIVELY, THE "LEASE");

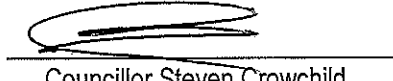
Quorum: 7

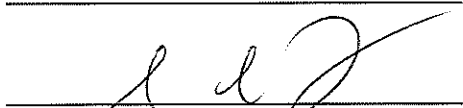

Chief Roy Whitney

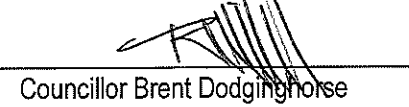

Councillor Paula Big Plume



Councillor Stanley Big Plume

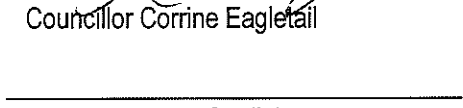

Councillor Emmett Crowchild


Councillor Steven Crowchild



Councillor Corrine Eagletail


Councillor Leon Littlelight


Councillor Shay Runner


Councillor Ellery Starlight

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue	Expenditure	Authority - (Indian Act Sec)	Source of Funds G Capital G Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

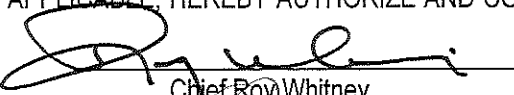
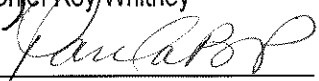
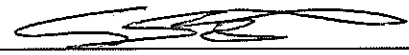
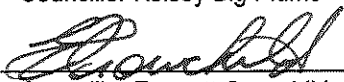
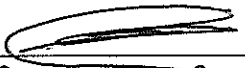

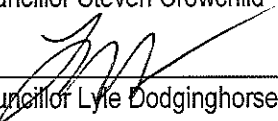

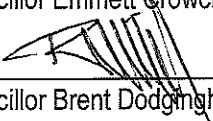
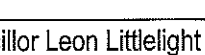
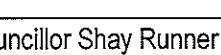
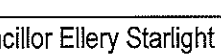
	TSUUT'INA NATION					PAGE 3 OF 4	
	BAND COUNCIL RESOLUTION					File Reference No. BCR #: 3644	
Note: The words from our Band Funds "capital" or "revenue" whichever is the case must appear in all resolutions requesting expenditures from Band Funds.							
The Council of the:					Cash Free Balance		
TSUUT'INA NATION							
Date of Duly Convened Meeting:	Day		Month		Year	Province	
	1	8	0	3	2	1	
	Alberta					Capital Account \$ _____	
						Revenue Account \$ _____	

- I. BY AMENDMENT DATED MARCH 12, 2021, THE LEASE WAS FURTHER AMENDED TO EXTEND AND RESTATE THE LAND SCHEDULE, ALL OF WHICH IS MORE PARTICULARLY SET FORTH IN THE FIFTH AMENDMENT OF COMMERCIAL LEASE;
- J. SARCEE DEVELOPMENTS DEVELOPED A RESIDENTIAL AREA KNOWN AS "REDWOOD MEADOWS" ON A PORTION OF THE LANDS AND BY SUBLEASE HAS ENTERED INTO SUBLEASES WITH INDIVIDUALS ON LOTS AT REDWOOD MEADOWS, WHICH HAVE BEEN ASSIGNED FROM TIME TO TIME ("ORIGINAL SUBLEASE HOLDERS"), SAID SUBLEASES ENDING ON AUGUST 5, 2049;
- K. BY AN ADMINISTRATION AGREEMENT, SARCEE DEVELOPMENTS HAS ASSIGNED THE ADMINISTRATIVE RESPONSIBILITIES OF REDWOOD MEADOWS TO THE TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY (THE "SOCIETY");
- L. RECOGNIZING THAT THE SUBLEASES END ON AUGUST 5, 2049, THE TSUUT'INA NATION, SARCEE DEVELOPMENTS AND THE SOCIETY ENTERED INTO DISCUSSIONS TO RESTRUCTURE THE LEASING STRUCTURE AND TO CREATE AN AGREEMENT FOR THE ADMINISTRATION AND OPERATION OF REDWOOD MEADOWS;
- M. THE TSUUT'INA NATION, SARCEE DEVELOPMENTS AND THE SOCIETY HAVE NEOGIATED THE FOLLOWING AGREEMENTS:
- 1. MASTER SUBLEASE AGREEMENT;
 - 2. SUB-SUBLEASE AGREEMENT;
 - 3. MASTER SUBLEASE CONSENT AGREEMENT;
 - 4. RESTATED LETTER OF UNDERTAKING;
 - 5. STEWARDSHIP AGREEMENT;
 - 6. TAX ADMINISTRATION AGREEMENT; AND
 - 7. SIDE LETTER
- (THE "REDWOOD AGREEMENTS");


NOW THEREFORE BE IT RESOLVED THAT:

1. CHIEF AND COUNCIL HEREBY APPROVE EACH OF THE REDWOOD AGREEMENTS IN SUBSTANTIALLY THE FORM PRESENTED AND, WHERE APPLICABLE, HEREBY AUTHORIZE AND CONFIRM THE EXECUTION AND DELIVERY OF,

Quorum: 7

 Chief Roy Whitney	 Councillor Paula Big Plume	 Councillor Stanley Big Plume
 Councillor Kelsey Big Plume	 Councillor Steven Crowchild	
 Councillor Emmett Crowchild	 Councillor Lyle Dodginghorse	 Councillor Corrine Eagletail
 Councillor Brent Dodginghorse		
 Councillor Leon Littlelight	 Councillor Shay Runner	 Councillor Ellery Starlight

FOR DEPARTMENTAL USE ONLY					
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Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

	TSUUT'INA NATION				PAGE 4 OF 4			
	BAND COUNCIL RESOLUTION				File Reference No. BCR #: 3644			
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TSUUT'INA NATION								
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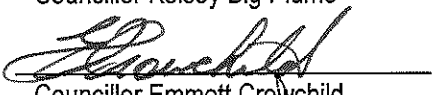
AND PERFORMANCE OF ALL OBLIGATIONS UNDER THE REDWOOD AGREEMENTS AND ALL OTHER DOCUMENTS, DEEDS, CERTIFICATES NOW OR HEREAFTER EXECUTED AND DELIVERED BY OR ON BEHALF THE TSUUT'INA NATION TO GIVE EFFECT TO THE REDWOOD AGREEMENTS.


Quorum: 7



Chief Roy Whitney


Councillor Paula Big Plume


Councillor Stanley Big Plume

Councillor Kelsey Big Plume

Councillor Emmett Crowchild


Councillor Steven Crowchild


Councillor Lyle Dodginghorse


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Recommending Officer			Recommending Officer		
Signature _____		Date _____	Signature _____		Date _____
Approving Officer			Approving Officer		
Signature _____		Date _____	Signature _____		Date _____

RESOLUTIONS OF ALL OF THE DIRECTORS OF **SARCEE DEVELOPMENTS LTD.** (THE “**CORPORATION**”), PASSED BY THE SIGNATURES OF ALL OF THE DIRECTORS EFFECTIVE AS OF THE 24TH DAY OF MARCH, 2021, PURSUANT TO THE PROVISIONS OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

APPROVAL OF AGREEMENTS

WHEREAS:

- A. the Corporation is proposing to enter into:
- (a) a Stewardship Agreement (“**Stewardship Agreement**”) with Tsuut’ina Nation (“**Nation**”) and The Townsite of Redwood Meadows Administration Society (“**Society**”);
 - (b) a Master Sublease (“**Master Sublease**”) with the Society and a Master Sublease Consent Agreement (“**Consent Agreement**”) with the Society and Her Majesty the Queen, in right of Canada, represented by the Minister of Indigenous Services Canada (“**Canada**”);
 - (c) various Restated Letters of Undertaking (“**RLOU**”) with Canada and the Society; and
 - (d) such other agreements and documents (together with the Stewardship Agreement, Master Sublease, and RLOU, the “**Agreements**”); and
- B. the directors of the Corporation consider it advisable and in the best interests of the Corporation to enter into the Agreements, substantially in the form provided to the directors for review and such other legal instruments related to the transaction contemplated therein;

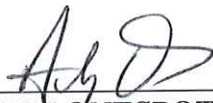
NOW THEREFORE BE IT RESOLVED THAT:

1. the Corporation be and is hereby authorized and directed to enter into the Agreements;
2. the Agreements in the forms submitted for review and approval by the directors be and are hereby approved by and on behalf of the Corporation and the Corporation be and is hereby authorized and directed to enter into the Agreements and to carry out the duties and responsibilities, to exercise the discretions and powers, and to enjoy the benefits and privileges of the Corporation as set out in the Agreements;

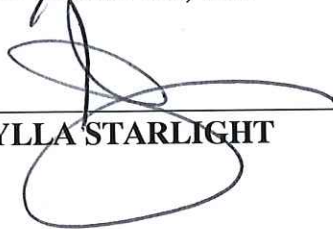
3. Darrell Crowchild is hereby appointed as the authorized signatory of the Corporation for the Agreements, and Darrell Crowchild be and is hereby authorized and directed to execute and deliver, in the name and on behalf of the Corporation, as the case may be, the Agreements substantially in the form and upon the terms submitted for review and approval by the directors;
4. any authorized signatory of the Corporation is hereby authorized and directed, for and on behalf of the Corporation in its own right, to do all such acts and things, and to execute and deliver (whether under the corporate seal of the Corporation or otherwise) all such deeds, transfers, assignments, certificates, consents, documents and instruments, as may be in his or her discretion necessary or advisable in order to facilitate or carry out the intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of any such deed, transfer, assignment, certificate, consent, document or instrument or the doing of any such act or thing; and
5. these resolutions may be signed in counterpart, and may be delivered in original, facsimile or scanned (Electronic Scanned Document) form, or by Portable Document Format (PDF), and each of such resolutions when taken together shall constitute one and the same set of resolutions and shall be deemed to be an original.



SANDFORD BIG PLUME



ANDY ONESPOT, SR.



TWYLLA STARLIGHT

SCHEDULE K - SIDE LETTER

[See attached]

TOWNSITE OF REDWOOD MEADOWS

1 MANYHORSES DRIVE
REDWOOD MEADOWS, ALBERTA T3Z 1A4 TELEPHONE (403)
949-3563
FAX (403) 949-2091



April 1, 2021

VIA E-MAIL

TO:

Tsuu'tina Nation
9911 Chiila Boulevard
Tsuut'ina Nation
Alberta T3T 0E1

Attn: Terry Braun

AND TO:

Sarcee Developments Ltd.
2 Tsuu T'ina Drive
Redwood Meadows
Alberta T3Z 3G6

RE: Side Letter ("Side Letter") to Stewardship Agreement between Sarcee Developments Ltd. ("Sarcee"), Tsuut'ina Nation ("Tsuut'ina"), and Townsite of Redwood Meadows Administration Society ("Society") dated effective April 1, 2021 ("Stewardship Agreement") and Master Sublease between Sarcee and the Society dated effective April 1, 2021 ("Master Sublease", and together with the Stewardship Agreement, "Agreements")

To whom it may concern:

This Side Letter adopts and incorporates by reference the terms and conditions of the Agreements. Capitalized terms herein shall have the meanings given to them in Agreements, and to the extent of any conflict between such definitions, the Stewardship Agreement will govern.

Upon execution by all parties hereto, this Side Letter shall constitute a binding agreement among the parties hereto that may not be amended without such parties' written consent and shall be effective for so long as the Agreements remain in force. In the event of a conflict between the provisions of this Side Letter and the terms of the Agreements, the Agreements shall govern, except as expressly set out herein.

Master Sublease Rent

Notwithstanding sections 1 and 2 of Schedule H of the Master Sublease, the Society will pay as the Second Down Payment a sum no less than CAD \$3,200,000.

Final Annual Payment

Notwithstanding section 3 of Schedule H, the Society will pay the Annual Payments due for both the last and second last year on the second to last anniversary of the Commencement Date during the Term.

Lagoon

Notwithstanding any term in the Agreements, the Society will continue to provide water and wastewater services for the Redwood Meadows Golf and Country Club (clubhouse and associated buildings), in addition to formally assuming management and maintenance of the wastewater lift station and Tsuut'ina will ensure ongoing access to the lagoon which receives wastewater for the Townsite of Redwood Meadows and the Redwood Meadows Golf and Country Club.

Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

[Signature page to Side Letter]

IN WITNESS WHEREOF, the parties hereto have executed this Letter as of the date first above written.

Very truly yours,

**TOWNSITE OF REDWOOD MEADOWS
ADMINISTRATION SOCIETY**

By: _____
Name: Paul Sawler
Title: Mayor

Agreed to and accepted by:

SARCEE DEVELOPMENTS LTD.

By: _____
Name: Darrell Crowchild
Title: President

TSUUT'INA NATION

By: _____
Name: Jerry Simon
Title: CEO