

13.3 **Provision of Documents** – The Lessee will, on request by the Lessor, acting reasonably, provide the Lessor with official receipts of the Authority or other proof satisfactory to the Lessor evidencing payment of any applicable taxes, trade licences, rates, levies, duties, assessments, charges, penalties, or interest.

14. UTILITIES

14.1 **Lessee's Responsibility to Provide** – The Lessee, at its expense, will provide and maintain, or cause to be provided and maintained, all services, utilities and facilities required from time to time for the use of the Premises.

14.2 **Interruption Not a Disturbance** – The interruption of any service, utility or facility provided to the Premises will not be considered a disturbance of the Lessee's enjoyment of the Premises nor render the Lessor liable for any loss, injury, or damages to the Lessee nor relieve the Parties from their obligations under this Lease.

15. ENVIRONMENT

15.1 Compliance with Environmental Laws

15.1.1 The Lessee will use and occupy the Premises in compliance with Environmental Laws.

15.1.2 The Lessee 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, except as may be reasonably required for the Authorized Uses and in strict compliance with Environmental Laws.

15.1.3 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.

15.1.4 The Lessor may consider the Lessee to be in default of this Lease and may exercise the Lessor's rights under section 19.1 upon:

15.1.4.1 a default by the Lessee of any provision contained in this article 15; or

15.1.4.2 the Lessor becoming aware of a default of Environmental Laws with respect to the Premises or the presence of any Contaminants on, in, or under the Premises in contravention of this Lease and which raises a material risk of liability to the Lessor (whether direct or indirect), as determined by the Lessor acting reasonably.

15.2 Environmental Review

15.2.1 Projects and Designated Projects and Lessor's Environmental Review Process

15.2.1.1 In this Lease "**Project**" means a physical activity that is carried out in relation to a physical work, and that is not a "designated project" as that term is defined in CEAA.

15.2.1.2 Any Project carried out within the Lands must comply with the Lessor's Environmental Review process.

15.2.1.3 Any designated project (as defined in CEAA) carried out within the Lands must comply with all applicable CEAA requirements in respect of designated projects.

15.2.2 **No Construction Before Review** – No Project will commence on the Lands unless 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.

15.2.3 **Review** – The Lessee will, at the Lessee's expense, provide or cause to be provided to the Lessor any information reasonably requested by the Lessor to enable the Lessor to conduct an Environmental Review of the Project, including:

15.2.3.1 an environmental review report of the Project that includes such information as the Lessor reasonably requires; and

15.2.3.2 a certificate from an Architect or Engineer, certifying that the Project, as proposed, will comply with the Area Development Plan, the Construction Plan and this Lease.

15.2.4 **Inadequacies to be Addressed** - If the environmental review report referenced in subsection 15.2.3 does not meet with the reasonable satisfaction of the Lessor, then the Lessor will 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.

15.2.5 **Implementation** – If the Lessor determines that the Project, subject to any mitigation measures that the Lessor reasonably 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 such mitigation measures.

15.2.6 Mitigation Measures

15.2.6.1 For the Environmental Review conducted prior to the Commencement Date as documented by the Taza Developments – Detailed Environmental Review Report,

prepared by Stantec Consulting Ltd. and dated July 2018, the mitigation measures identified in the Environmental Review and attached as Schedule B to this Lease must be complied with by the Lessee, Sublessee or other Person carrying out any Project on the Premises.

- 15.2.6.2 For any subsequent Environmental Review for any Project on the Premises after the Commencement Date, the mitigation measures identified in such Environmental Review must be complied with by the Lessee, Sublessee or other Person carrying out such Project and, upon the request of the Lessor, any such additional mitigation measures will be included in or appended to this Lease by an amendment to or supplement of Schedule B to this Lease by an amendment to this Lease that the Parties hereby agree to execute, or included in a schedule to a Sublease, or otherwise agreed to by the Lessee, Sublessee or other Person carrying out such Project.

In each case, the Lessee will provide or cause to be provided to the Lessor a certification by an Architect or Engineer, or applicable professional, of the implementation of all mitigation measures required under an Environmental Review within the timelines specified in that Environmental Review.

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

15.3 Environmental Site Assessment

15.3.1 Prior to the execution of this Lease:

- 15.3.1.1 the First Nation had qualified independent consultants undertake environmental site assessments which assessed the environmental condition of the Premises;
- 15.3.1.2 the following reports were provided to the Lessor and the Lessee for review:
- 15.3.1.2.1 Phase I Environmental Site Assessment Tsuu T'ina Reserve Land base by MCA Environmental Management dated March 2013;
 - 15.3.1.2.2 Phase I Environmental Site Assessment Former Canadian Forces Base Calgary, AB by Stantec Consulting Ltd. dated March 31, 2015;
 - 15.3.1.2.3 Taza Developments – Phase II Environmental Site Assessment Taza Park, Tsuut'ina Nation,

Alberta by Pinchin Ltd, in draft form dated April 4, 2018 and to be finalized before the construction of Improvements on any affected areas; and

15.3.1.2.4 Former Harvey Barracks Soil and Groundwater Quality Review Tsuut'ina Lands, Calgary, Alberta by Amec Foster Wheeler Environment & Infrastructure dated August 2017; and

15.3.1.3 the Lessee acknowledges that it has reviewed the reports referred to in paragraph 15.3.1.2, is aware of the issues identified in the reports, and agrees that:

15.3.1.3.1 the reports shall be relied upon by the Lessor and the Lessee as conclusive evidence of the environmental condition of the Premises as of the Commencement Date;

15.3.1.3.2 the Lessor will not be responsible for any remediation that may be required to the Premises; and

15.3.1.3.3 for greater certainty, the Lessee accepts the Premises on an "as-is, where-is" basis and the Lessor shall not be liable to the Lessee for any loss related, directly or indirectly, to the condition of the Premises as of the Commencement Date.

15.3.2 Within 8 months before the expiration of this Lease or within 120 days after the earlier termination of this Lease, the Lessee will, at its own expense, have a qualified independent consultant undertake an environmental site assessment to assess the environmental condition of the Premises and will provide the Lessor and Lessee with a report on such condition. The report must be addressed to the Lessee and the Lessor and must state that the report may be relied on by the Lessee and the Lessor and the Lessee agrees that the Lessor may rely on the environmental site assessment report.

15.3.3 The environmental site assessment reports referred to in subsections 15.3.1 and 15.3.2 will be prima facie evidence of the environmental condition of the Premises immediately prior to the Commencement Date and immediately prior to the expiration of this Lease or immediately after the earlier termination of this Lease, respectively.

15.3.4 Prior to the end of the Term or within 180 days after the earlier termination of this Lease, the Lessee will remediate the Premises to the environmental condition of the Premises identified in the report referred to in subsection 15.3.1 or such other environmental condition acceptable to the Lessor, acting reasonably.

15.3.5 The Lessee shall, in the course of making any Improvements on the Lands within the areas indicated in Schedule C, undertake or cause to be undertaken any applicable remediation requirements as set out in

Schedule C, or such other remediation requirements as may be set out in the finalized report referred to in subparagraph 15.3.1.2.3 or as identified in any further Phase II Environmental Site Assessment reports for the Lands, and provide documentation to the Lessor confirming compliance within 30 days of completing such work.

15.4 Contaminants and Releases

15.4.1 Removal of Contaminants

15.4.1.1 If requested by the Lessor or any Authority, the Lessee will, at its own expense, immediately remove or cause to be removed from the Premises any Contaminants that are, or have been, located, stored, or incorporated in, on, or under the Premises in contravention of this Lease during the Term and, upon removal, will promptly provide or cause to be provided to the Lessor documentation satisfactory to the Lessor, acting reasonably, confirming the completion of the removal satisfactory to the Lessor and any Authority.

15.4.1.2 Prior to the end of the Term or within 180 days after the earlier termination of this Lease, the Lessee will at its own expense, remove or cause to be removed from the Premises any Contaminants that are, or have been, located, stored, or incorporated in, on or under the Premises during the Term.

15.4.2 **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 Premises during the Term, the Lessee will:

15.4.2.1 immediately deliver or cause to be delivered notice to the Lessor and any appropriate Authority of the occurrence of the Release;

15.4.2.2 ensure any notice includes details relating to the Release, including the time and extent of the Release, the estimated amount of Contaminants Released, 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;

15.4.2.3 immediately remove or cause to be removed from the Premises any Contaminants Released, and take, at its own expense, or cause to be taken all remedial action necessary to fully rectify the effects of the Release in, on or under the Premises in compliance with all reasonable requests by the Lessor and all applicable Environmental Laws;

15.4.2.4 provide or cause to be provided to the Lessor an environmental site assessment report, satisfactory to the

Lessor, acting reasonably, prepared by a qualified independent consultant, and the report will specify the Lessee's activities under paragraph 15.4.2.3 and the state of the Premises after the completion of such activities as compared to the state of the Premises 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

15.4.2.5 undertake or cause to be undertaken such further activities as the Lessor may reasonably require to remove Contaminants Released and rectify the Release, based on the report referred to in this subsection.

15.4.3 If there is a default by the Lessee of this section, then, upon written notice to the Lessee, the Lessor may take whatever action that the Lessor considers necessary to address the Release. The Lessee will provide or cause to be provided to the Lessor, and its officials, employees, servants, agents, contractors, and subcontractors access to the Premises for that purpose. The Lessor's reasonable costs for addressing the Release will be deemed to be Additional Rent payable by the Lessee to the Lessor upon the Lessor delivering notice of the Lessor's costs to the Lessee.

15.5 Inspection

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

15.5.2 Any reasonable costs incurred by the Lessor under this section will be deemed to be Additional Rent payable by the Lessee on the Lessor delivering notice of the Lessor's costs to the Lessee.

15.6 Representations and Warranties

15.6.1 The Lessee represents and warrants to the Lessor, and covenants and agrees with the Lessor, that the Lessee's operations on the Premises do not and will not involve the location, storage, incorporation, manufacture, or Release of any Contaminants except in accordance with Laws and this Lease.

15.6.2 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 received any orders, administrative monetary penalties or other similar penalties under any Environmental Laws.

15.7 **Survival of Environment Sections** – This article 15 survives the expiration or earlier termination of this Lease.

16. ASSIGNMENTS, SUBLEASES & MORTGAGES

16.1 Assignments

- 16.1.1 The Lessee will not assign its interest in this Lease without the prior written consent of the Lessor, such consent not to be unreasonably withheld.
- 16.1.2 No assignment is valid until the proposed assignee has executed a written agreement with the Lessor and the Lessee substantially in the form of the assignment consent agreement attached as Appendix A, with such changes thereto as are agreed to by the Lessor, acting reasonably.
- 16.1.3 The assignment of this Lease by the Lessee will not relieve or discharge the Lessee from any of its obligations under this Lease unless the Lessor otherwise agrees in writing and in the Lessor's sole discretion.
- 16.1.4 Despite the obligations of the Lessee under subsections 16.1.1 and 16.1.2, a Sublessee, Sub-Sublessee or any holder of a sub-lease interest that follows the grant of a Sub-Sublease, may assign its interest in its Sublease, Sub-Sublease or other interest, or a subleasehold interest that follows the grant of a Sub-Sublease, without the consent of the Lessor and without entering into an agreement with the Lessor.
- 16.1.5 The Lessor and the Lessee agree that no assignment or Mortgage of any of the Lessee's right, title and interest in and to the Lease or the Premises, except as contemplated in any of the events or circumstances described in subparagraph 16.4.3.2(ii), shall be of any force or effect until the written consent of every Approved Mortgagee from whom such consent is required pursuant to the terms of the Lessor's written consent referred to in subsection 16.4.1 is obtained.

16.2 Subleases

- 16.2.1 Subject to subsections 16.2.2, 16.2.3 and 16.2.4, the Lessee may sublet the Premises without the consent of the Lessor.
- 16.2.2 No Sublease may be granted at any time while the Lessee is in default of any obligation to pay Basic Rent or interest thereon in accordance with section 5.3.
- 16.2.3 A Sublease must be consistent with the terms of this Lease and compliance with the terms of a Sublease must not cause the Lessee to be in default of a term of this Lease, and each Sublease must be in a form capable of being registered in the Registry.
- 16.2.4 A Sublease must contain the following terms:
- 16.2.4.1 an acknowledgement by the Sublessee for the benefit of the Lessor that the Sublessee is not relying on the Lessor's judgment or expertise in the Lessor's review of the Area Development Plan and Construction Plan and a release by the Sublessee of the Lessor and its officials, employees,

servants, agents, contractors and subcontractors from any liability for the Lessor's review, which term will survive the ending of the Sublease;

- 16.2.4.2 a requirement for the Sublessee to include a provision similar to paragraph 16.2.4.1 in any Sub-Sublease that the Sublessee grants;
- 16.2.4.3 that it will terminate no later than one (1) day before the end of the Term, unless terminated early under its terms, or by operation of law upon earlier termination of this Lease;
- 16.2.4.4 that it will be expressly subject and subordinate to this Lease and to the rights of the Lessor under this Lease;
- 16.2.4.5 that the Sublessee's rights are subject to the terms of this Lease, that the Sublessee will not cause a breach or default under any of terms of this Lease and, without limiting the generality of the foregoing, the Sublessee will comply with all Laws regarding the Sublease, the Subleased Premises, and any activity on the Subleased Premises;
- 16.2.4.6 that, on written request from the Lessor, acting reasonably, the Sublessee will promptly deliver to the Lessor written authorization to receive information from an Authority about the Sublessee's compliance or non-compliance with Laws regarding the Sublease, the Subleased Premises, or any activity on the Subleased Premises;
- 16.2.4.7 that the Lessor is not liable for any losses or expenses of the Sublessee due to the Lessor curing or attempting to cure the default under section 19.1, except as set out therein;
- 16.2.4.8 that the Sublessee may only develop the Subleased Premises demised under its Sublease in accordance with the Authorized Uses, the Area Development Plan, the Construction Plan, any mitigation measures required under an Environmental Review of a Project proposed for the Subleased Premises, and any environmental use or other development conditions or restrictions contained in this Lease or the Sublease; and
- 16.2.4.9 that the Lessor and the Lessor's officials, employees, servants, agents, contractors, and subcontractors, acting reasonably, may enter the Subleased Premises at any time during reasonable hours for the purpose of ensuring compliance with the terms of this Lease, including the implementation of any mitigation measures identified in an Environmental Review of a Project on the Subleased Premises.

16.2.5 Any lesser sub-leasehold interests that follow, or are derivative under, the grant of a Sublease must comply with this section.

16.2.6 Upon request by the Lessee, acting reasonably:

16.2.6.1 the Lessor will enter into a non-disturbance agreement in the form of Appendix B, with such changes thereto as may be agreed to by the Lessor, the Lessee, any Sublessee and the Nation, each acting reasonably; and

16.2.6.2 the Lessor will enter into a non-disturbance agreement in the form of Appendix C, with such changes thereto as may be agreed to by the Lessor, the Lessee, any Sublessee, any Sub-Sublessee and the Nation, each acting reasonably.

16.3 Other Rights, Interests and Restrictions

16.3.1 The Lessor agrees that, without limiting the Lessee's rights pursuant to section 16.2, the Lessee or any Sublessee or Sub-Sublessees may, without the consent of the Lessor, grant other rights and interests (including easements, licenses and other derivative rights and interests) and restrictions in respect of and subordinate to their leasehold, subleasehold and sub-subleasehold interests, respectively, all subject to any applicable Laws, and provided that such rights, interests and restrictions are subordinate to and do not conflict with the terms of this Lease and are registered in the Registry.

16.4 Mortgages

16.4.1 The Lessee will not grant a Mortgage of its interest in this Lease without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

16.4.2 No Mortgage of this Lease is valid until the proposed Mortgagee has executed a written agreement with the Lessor and the Lessee substantially in the form of the Lessor Acknowledgment and Mortgage Agreement (Head Lease) attached as Appendix D, with such changes thereto as are agreed to by the Lessor, the Lessee, the Mortgagee and the First Nation, each acting reasonably.

16.4.3 Notwithstanding anything else in this Lease, any Mortgage, and any consent of the Lessor to such Mortgage will be subject to the following conditions:

16.4.3.1 if the Approved Mortgagee takes possession of the Premises or acquires the Lessee's equity of redemption, then the Approved Mortgagee will covenant and agree in writing with the Lessor to perform and observe all the Lessee's covenants and agreements under this Lease until this Lease is duly assigned in accordance with paragraph 16.4.3.2; and

16.4.3.2 the Approved Mortgagee will not cause or permit any assignment of the leasehold interest pursuant to the exercise of the Approved Mortgagee's remedies under its Mortgage or otherwise available at law, except:

- (i) in circumstances where
 - (A) the assignment is made with the consent of the Lessor, which consent may not be unreasonably withheld or delayed;
 - (B) the assignment is made during the course of or upon completion of any realization, enforcement or foreclosure proceedings, or any proceeding under the BIA or the CCAA; and
 - (C) proceeds of the assignment are to be paid, in whole or in part to an Approved Mortgage to be applied to the Mortgage indebtedness, or Mortgage indebtedness is assumed by the Lessee, with the Lessee being released with respect thereto; or
- (ii) in circumstances where:
 - (A) the leasehold interest is assigned, through foreclosure, vesting order or otherwise, pursuant to an order of a court of competent jurisdiction;
 - (B) the assignment is made during the course of or upon completion of any realization, enforcement or foreclosure proceedings, or any proceeding under the BIA or the CCAA; and
 - (C) proceeds of the assignment are paid in whole or in part, to an Approved Mortgagee to be applied to the Mortgage indebtedness, or Mortgage indebtedness is assumed by the assignee with the Lessee, with the Lessee being released with respect thereto, or Mortgage indebtedness is reduced or extinguished as a result of a foreclosure or vesting order in favour of the Approved Mortgagee.

16.4.4 Subject to the terms and conditions of this Lease and any Lessor Acknowledgement and Mortgage Agreement (Head Lease), the Lessor's consent to any Mortgage will be deemed to include the consent to the right of the Approved Mortgagee to exercise any power of sale or other remedy with respect to the leasehold interest under the Mortgage not inconsistent with the provisions of this Lease or any such Lessor Acknowledgement and Mortgage Agreement (Head Lease).

- 16.4.5 The Lessee will ensure that any Mortgage does not conflict with the terms of this Lease, and that complying with a provision of the Mortgage will not cause the Lessee to be in default of this Lease.
- 16.4.6 Despite the obligations of the Lessee under this section 16.4, a Sublessee, Sub-Sublessee or any holder of a subordinate leasehold interest that follows the grant of a Sub-Sublease, may grant a Mortgage of its interest in its Sublease, Sub-Sublease or other or a subleasehold interest that follows the grant of a Sublease, without the consent of the Lessor.
- 16.4.7 Upon request by the Lessee, acting reasonably, the Lessor will enter into a Lessor Acknowledgement and Mortgage Agreement (Sublease) in the form of Appendix E, with such changes thereto as may be agreed to by the Lessor, the Lessee, the First Nation, the Sublessee and any Mortgagee holding a Mortgage of a Sublease, each acting reasonably.
- 16.4.8 The Lessor and the Lessee agree that no amendment, change, alteration, modification, surrender, relinquishment or voluntary termination of this Lease will be effective unless in writing and executed in the same manner as this Lease and until the written consent of every Approved Mortgagee is obtained, such consent not to be unreasonably withheld or delayed.

16.5 Provisions Applicable to all Assignments, Subleases and Mortgages

- 16.5.1 Consent to any assignment or Mortgage, as applicable, will not be construed as consent to any other assignment or Mortgage.
- 16.5.2 A Mortgage, Sublease, assignment or other disposition of any of the Lessee's interest in this Lease will not relieve or discharge the Lessee from any of its obligations or liabilities under this Lease, unless the Lessor otherwise agrees in writing and in the Lessor's sole discretion.
- 16.5.3 Upon request by the Lessee, acting reasonably, the Lessor will, provide the Lessee or any existing or proposed Sublessee, Sub-Sublessee or Approved Mortgagee, or any Mortgagee holding or proposing to hold a Mortgage of a Sublease an estoppel certificate in the form of Appendix F within 35 days after receipt by the Lessor of such written request. The Lessee will pay or cause to be paid the Lessor's reasonable administrative charges and reasonable direct out-of-pocket costs and expenses (including any reasonable legal or other consulting fees) incurred in respect of the review, approval, preparation, execution or delivery by the Lessor of such estoppel certificate, in advance, if required by the Lessor.

17. CHANGE OF CONTROL

- 17.1 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.

- 17.2 The Lessor will give a notice of default to the Lessee for a change of control or ownership of the Lessee without the prior written consent of the Lessor, acting reasonably, within 90 days of becoming aware of the change of control or ownership without consent.
- 17.3 The Lessor may terminate this Lease on 60 days' written notice to the Lessee if a change in control or ownership of the Lessee has occurred without the prior written consent of the Lessor, acting reasonably, and the Lessee has not rectified such situation within that period.

18. INSOLVENCY

- 18.1 **Events of Insolvency** – The following are considered to be events of insolvency:
- 18.1.1 when the Lessee makes an assignment for the benefit of creditors or otherwise commences Lessee protection proceedings under any bankruptcy or insolvency Laws;
- 18.1.2 when a receiver (including a receiver-manager, interim receiver, trustee, liquidator, or other custodian of the Lessee's interest in the Premises) is appointed, other than by an Approved Mortgagee under a Mortgage of this Lease;
- 18.1.3 when the Lessee is declared bankrupt or insolvent; or
- 18.1.4 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.
- 18.2 An event of insolvency is a default of this Lease, and, upon such default, the Lessor may, by not less than 30 days' written notice to the Lessee, declare the Term ended.

19. DEFAULTS AND END OF LEASE

19.1 Defaults

- 19.1.1 If the Lessee is in default of any obligation owed to the Lessor under this Lease, then the Lessor may give the Lessee a written default notice.
- 19.1.2 If the default is with respect to the payment of Rent, the Lessee will cure the Rent default specified in the default notice within 60 days of the Lessor giving written notice to the Lessee of the Rent default and if the Lessee does not cure the Rent default within such 60 day period, the Lessor may, at any time while such default is continuing, declare the Term ended by providing a written termination notice to the Lessee.

19.1.3 If the default is with respect to a matter other than the payment of Rent, the Lessee will cure the default specified in the default notice within 60 days of the Lessor giving written notice to the Lessee of the default and:

19.1.3.1 if the default can reasonably be cured within 60 days after the default notice is given and the Lessee fails to cure the default within the 60 day period; or

19.1.3.2 if the default cannot reasonably be cured within 60 days after the default notice is given and the Lessee does not begin to cure the default within the 60 day period or the Lessee does not continue to cure the default with due diligence after beginning to cure, in either case to the reasonable satisfaction of the Lessor,

then the Lessor may, at any time the default is continuing, declare the Term ended by providing a written termination notice to the Lessee.

19.1.4 If a default is not cured within the time provided for under this Lease, then the Lessor may, with unrestricted access to the Premises, cure the default, and any of the Lessor's reasonable expenses in curing the default will be Additional Rent promptly payable by the Lessee upon receiving notice from the Lessor.

19.1.5 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.

19.1.6 The Lessee agrees that the Lessor is not liable for any losses or expenses of the Lessee, any Sublessee, or any Person having rights on the Premises due to the Lessor curing or attempting to cure the default of the Lessee, except to the extent attributable to the negligence, wilful misconduct or other tortious conduct of the Lessor or its officials, employees, servants, agents or subcontractors.

19.1.7 Any default notice issued by the Lessor under article 17 or article 19 will not be valid for any purpose unless and until a copy of such notice is also provided to any Mortgagee who has entered into an agreement in accordance with subsection 16.4.2 or subsection 16.4.7, at the address specified under such agreement and otherwise on the same terms and conditions as applicable to notices in article 22.

19.1.8 Any curing of a default under this Lease by a Person other than the Lessee will be construed as a curing of that default by the Lessee.

19.1.9 Notwithstanding any other provision of this Lease or any other right or remedy otherwise available to the Lessor at law or in equity, if the Lessor has delivered a notice of its intention to terminate this Lease, and the default in respect thereof is:

19.1.9.1 a default pursuant to section 18.1; or

19.1.9.2 a default that is not capable of being cured,

then the Lessor will not terminate this Lease for so long as an Approved Mortgagee has commenced realization, enforcement or foreclosure proceedings under its Mortgage against the Lessee's leasehold interest and is advancing those proceedings (without undue delay on the part of the Approved Mortgagee) or for so long as the Approved Mortgagee's ability to commence or advance realization, enforcement or foreclosure proceedings under its Mortgage is stayed pursuant to the BIA or the CCAA. Upon any assignment, foreclosure or vesting of the leasehold interest in the Premises as contemplated in paragraph 16.4.3.2, any such prior defaults will be deemed to have been cured for all purposes of this Lease as against the new Lessee or any permitted assignee thereof or successor in title thereto.

19.2 End of Lease

19.2.1 If this Lease ends early, then the Lessee's interest in the Premises ends and the Lessor may re-enter the Premises and possess and enjoy them as if this Lease had not been made.

19.2.2 **No Overholding** – After the Term ends, the Lessee will not hold over occupation of the Premises unless agreed to by the Lessor in writing in its absolute discretion.

19.3 Amounts Owing at the End of this Lease

19.3.1 Despite this Lease ending early, the Lessee will pay the following to the Lessor:

19.3.1.1 all outstanding Rent to the end of the Term; and

19.3.1.2 any other amounts allowed by law.

19.4 Access to the Lands

19.4.1 The Lessee is entitled to access the Premises after this Lease 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 Lease ends. The Lessee is not entitled to possession of the Premises under this section when performing its obligations under this Lease. This section survives the expiration or earlier termination of this Lease.

19.5 **Remedies are Cumulative** – All remedies under this Lease 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.

20. SURRENDER OF POSSESSION

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

21. INDEMNITY

21.1 General Indemnity

21.1.1 The Lessee hereby indemnifies and holds harmless the Lessor, and its officials, employees, servants, agents, contractors, and subcontractors, from and for 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 Authorized Uses), sums paid in settlement of any claims, reasonable legal (on a solicitor and own client basis), consultant, and expert fees that arise during or after the Term and are in any way based upon, arise out, or are connected with:

21.1.1.1 a default of any of the Lessee's obligations under this Lease;

21.1.1.2 any injury to, or death of, any person on the Premises during the Term;

21.1.1.3 any damage to, or loss of, property by any Person in any way due to the use of the Premises during the Term;

21.1.1.4 the Lessor's curing or attempt to cure a default of this Lease;

21.1.1.5 the Lessor's removal and disposal of any Improvements, Trade Fixtures, moveable goods, waste, debris or items in accordance with this Lease; or

21.1.1.6 any act or omission of the Lessee,

but not for losses or expenses arising in any way due to the negligence, wilful misconduct or other tortious conduct of the Lessor or its officials, employees, servants, agents, contractors, or subcontractors, unless it involves a peril against which the Lessee is obligated to obtain and maintain insurance, in which case the release set out in section 11.6 absolves the Lessor of all liability for that negligence, wilful misconduct or other tortious conduct.

21.2 Environment Related Indemnity

21.2.1 The Lessee hereby indemnifies and saves harmless the Lessor, and its officials, employees, servants, agents, contractors, and subcontractors, from and for any claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities and losses (including any claim for diminution in the market value of the Premises, based on the Authorized Uses), sums paid in settlement of any claims, reasonable legal (on a solicitor and own client basis), consultant and expert fees or any costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Authority, that arise during or after the Term and are in any way based upon, arise out of or are connected with:

21.2.1.1 the presence of Contaminants in, on or under the Premises or in the soil, air, groundwater or surface water in, on, under or near the Premises as a result of the actions or omissions of the Lessee; or,

21.2.1.2 the Release of any Contaminants from the Premises by or at the direction of the Lessee;

except to the extent the presence of the Contaminants is attributable to the negligence, willful misconduct or other tortious conduct of the Lessor, its officials, employees, servants, agents, contractors, or subcontractors, or Persons granted a right or an interest by the Lessor under section 3.3 of this Lease. This indemnity will survive the expiration or earlier termination of this Lease.

21.3 This article 21 survives the expiration or earlier termination of this Lease.

22. DELIVERY

22.1 General Requirement

22.1.1 All notices or demands to be given or made under this Lease will be in writing, and all Rent to be paid will be delivered in accordance with this article 22 to the following addresses:

To the Lessor:

Director, Lands and Economic Development
Indigenous Services Canada
630 Canada Place
9700 Jasper Avenue
Edmonton AB T5J 4G2
Fax: (780) 495-4088

To the Lessee at:

Tsuut'ina Land Development Limited Partnership
9911 Chiila Boulevard
Tsuut'ina AB T2W 6H6
Attention: Chief Executive Officer and
General Counsel
Fax: (403) 251-6061

22.2 **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:

22.2.1 if sent by fax, the day of transmission if transmitted before 3:00 p.m. (Calgary time), otherwise, the next Business Day;

22.2.2 if sent by mail, on the sixth Business Day after the notice was mailed; or

22.2.3 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.

- 22.3 **Change of Contact Information** – Any Party may change its contact information shown in this Lease by informing the respective Party of the new contact information, and the change will take effect 30 days after the notice is delivered.

23. DISPUTE RESOLUTION

- 23.1 Any dispute arising from or under this Lease between the Lessee and the Lessor that is not resolved by negotiation will be resolved by referral, in the first instance, to the Federal Court of Canada or any replacement or successor court having jurisdiction.
- 23.2 If the Federal Court of Canada refuses jurisdiction or does not determine the dispute, then a Party may, by notice to the other Party refer the dispute to any other court that has jurisdiction and the Parties may exercise any other right or remedy they have under this Lease or otherwise.

24. MISCELLANEOUS


- 24.1 **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 Lease are deemed to be conditions as well as covenants.
- 24.2 **Presumption** – There will be no presumption that any ambiguity in any of the terms of this Lease will be interpreted in favour of any Party.
- 24.3 **Net Lease for the Lessor** – This Lease is to be a completely carefree net Lease for the Lessor. Notwithstanding anything in this Lease to the contrary, the Lessor 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 business carried out on the Premises, or any of the Lessee's obligations under this Lease.
- 24.4 **Lessee's Expense**– Notwithstanding anything in this Lease to the contrary, the Lessee 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 Premises, and any of the Lessee's obligations under this Lease.
- 24.5 **Binding on Successors** – This Lease 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.
- 24.6 **No Waiver** – No condoning, excusing, or overlooking by the Lessor of any default by the Lessee of this Lease 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.

- 24.7 **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.
- 24.8 **Not a Joint Venture** – Nothing in this Lease 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.
- 24.9 **Unavoidable Delay**
- 24.9.1 A bona fide default or other failure to comply, observe or perform any term of this Lease 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.
- 24.9.2 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 Lease. 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 Lease notwithstanding any Unavoidable Delay.
- 24.10 **Corporate Authority** – If the Lessee is a corporation, the Lessee represents and warrants to the Lessor that the Lessee:
- 24.10.1 has the corporate authority under its documents of incorporation to enter into this Lease and to perform all of the obligations, covenants, and agreements contained in this Lease;
- 24.10.2 is a corporation duly incorporated under the laws of the province of Alberta;
- 24.10.3 is a valid and subsisting corporation in good standing with respect to the filing of annual reports with the provincial corporate registry; and
- 24.10.4 will remain in good standing with respect to the filing of annual reports with the provincial corporate registry.
- 24.11 If the Lessee is a limited partnership, the Lessee represents and warrants to the Lessor that the Lessee:
- 24.11.1 has all necessary authority to enter into this Lease and to perform all of the obligations, covenants, and agreements contained in this Lease;
- 24.11.2 is a limited partnership corporation formed under the laws of the province of Alberta, is not a reporting issuer and is a valid and subsisting limited partnership in good standing; and
- 24.11.3 each of the partners of the Lessee is either a valid and subsisting corporation in good standing with respect to the filing of annual reports with the provincial corporate registry or a limited partnership corporation

formed under the laws of the province of Alberta that is not a reporting issuer and is a valid and subsisting limited partnership in good standing.

24.12 **Counterpart Execution** – This Lease 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 Lease to the other Party.

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


WITNESS

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

) Per:

SEP 28 2018

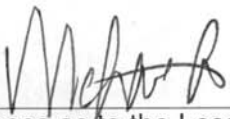
) Name:

Jim Sisson

) Title:

REGIONAL DIRECTOR GENERAL

) Date signed by the Lessor: _____
)


Witness as to the Lessee's authorized signatory(ies)



) **TSUUT'INA LAND DEVELOPMENT LIMITED**
) **PARTNERSHIP**, by its General Partner,
) **TSUUT'INA LAND DEVELOPMENT GP INC.**

) Per:

) Name:

) Title:
)

* I am authorized to sign on behalf of the Lessee

SCHEDULE A
IMPROVEMENTS EXISTING AT COMMENCEMENT DATE

Nil.

**SCHEDULE B
MITIGATION MEASURES IDENTIFIED IN
SUBSECTION 15.2.6 OF THE LEASE**

Project Phase	Mitigation
Scheduling	<ul style="list-style-type: none"> • Vegetation clearing will be planned to occur outside the Project-specific wildlife RAP (March 1 to August 31) if possible to avoid sensitive periods for wildlife. • Avoid clearing and construction activities in the KWBZ area shown on Figure 2-2 between December 15 and April 15 to the extent possible.
Pre-construction preparation / requirements – field surveys	<ul style="list-style-type: none"> • Complete pre-construction field reconnaissance surveys to verify that no critical habitat for federally listed species at risk, or other unique features or habitat are identified in the PDA.
Pre-construction preparation / requirements – infrastructure and traffic	<ul style="list-style-type: none"> • Traffic Impact Assessments (TIAs) will be completed to confirm traffic generation as specific Phases proceed. • As part of construction of each of the Phases of the Project, Taza Developments will require that the selected construction contractor has an infrastructure and transportation management plan, which adheres to all federal and provincial requirements.
Pre-construction preparation / requirements – management plans	<ul style="list-style-type: none"> • The contractor will have in place prior to construction a water and wastewater management plan, which adheres to all federal and provincial requirements as well as industry best practices for water and waste water management including the following: <ul style="list-style-type: none"> – Water from areas of known contamination will be tested to ensure appropriate criteria are met prior to release. – Water above appropriate criteria will be treated prior to release or collected and removed to an appropriate waste handling facility. – Reference to the National Plumbing Code and Health Canada water quality guidelines should be made with respect to conditions associated with the use of non-potable water sources within Tsuut'ina Developments. • The contractor will have in place prior to construction a hydrocarbon management plan, which adheres to applicable federal and provincial requirements hydrocarbon management. • Refueling will be conducted at least 100 m away from any watercourse or waterbody. • The contractor will have in place prior to construction a chemical and waste management plan, which adheres to all federal and provincial requirements as well as industry best practices for chemical and waste management. • Follow the Federal Transportation of Dangerous Goods Act, as well as applicable requirements with the Canadian Workplace Hazardous Materials System.
Pre-construction preparation / requirements – groundwater	<ul style="list-style-type: none"> • Develop site-specific mitigation measures, to be implemented by a qualified professional hydrogeologist, for encountering shallow groundwater during construction activities.
Pre-construction preparation / requirements – prior to instream work	<ul style="list-style-type: none"> • Any storm water outfalls will be designed to meet the conditions of the Code of Practice for Outfall Structures on Waterbodies, which include considerations with regards to Project location, configuration, C grade, and capacity. • Complete a site-specific evaluation of fish habitat prior to construction to characterize habitat within the footprint of

Project Phase	Mitigation
	<p>instream structures and evaluate potential habitat loss. An offsetting plan will be prepared if required to counterbalance disruption or loss of fish habitat to align with conditions of the Fisheries Act.</p> <ul style="list-style-type: none"> • Develop and implement a Containment and Spill Management Plan that minimizes risk of accidental spills or releases from entering the watercourse during all phases of the project. • Before isolation and dewatering works commence, retain a QAES to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location.
All construction phases – air and noise emissions	<ul style="list-style-type: none"> • Construction equipment and vehicles will be maintained to the appropriate code or industry best practice. • All effort will be made to reduce the idling of construction equipment and vehicles. • During dry conditions, dust levels will be controlled through the application of water to construction road surfaces. • Adhere to federal emission standards and guidelines for equipment. • Regular inspection and maintenance of equipment to ensure optimum performance and minimize emissions.
All phases – delineation of workspace	<ul style="list-style-type: none"> • All physical works and workspace boundaries will be clearly delineated and construction activities restricted to within such boundaries. • Retained wetlands will be protected by a 30m buffer, or a 100m buffer for confirmed breeding wetlands of amphibian species at risk or species of management concern (if applicable).
All phases – wildlife	<ul style="list-style-type: none"> • Install signage and appropriate lighting at locations of high-risk of wildlife collisions. • Maintain work sites free of wildlife attractants and report all significant wildlife sightings.
All Phases	<ul style="list-style-type: none"> • Maintain vehicles and reducing idling of equipment. • During dry conditions, will be control dust levels through the application of water to construction road surfaces. • Adhere to federal emission standards and guidelines for equipment. • Regularly inspect and maintain equipment to ensure optimum performance and minimize emissions. • Canderel MDC will explore opportunities to reuse materials as part of the development areas, either by maintaining natural areas or by using source materials from the development lands as building material. • Restrict all construction activities to the approved construction footprint. All construction traffic will adhere to safety and road closure regulations.
All phases – environmentally sensitive features	<ul style="list-style-type: none"> • Avoid disturbance to adjacent environmentally sensitive features (e.g., wetlands) during clearing as identified by the appropriate signage and/or fencing. The Environmental lead or designate and appropriate environmental resource specialist will determine the size of avoidance buffer surrounding these features, if appropriate.
All phases - weeds	<ul style="list-style-type: none"> • If previously unidentified locations with noxious or prohibited noxious weed infestations are found on the construction footprint during construction, the Environmental lead or designate will be contacted and will establish the appropriate mitigation or control procedures prior to continuing construction activities in the area.
All construction phases – water and sediment management	<ul style="list-style-type: none"> • Notify the environment lead or designate if any shallow groundwater is encountered during construction activities.

Project Phase	Mitigation
	<ul style="list-style-type: none"> • Discharge water from any dewatering activities in a manner that will not directly enter drainage courses, water bodies or wetlands. • Perform construction activities and locating construction facilities in a manner that prevents degradation of water quality and prevents sediment laden runoff, contaminants, debris, and other pollutants and wastes from entering drainage ditches, watercourses, wetlands, and underground water sources.
Clearing in the vicinity of wetlands	<ul style="list-style-type: none"> • Conduct clearing within wetlands in accordance with the applicable industry requirements and best practices. • Reduce the removal of vegetation in wetlands to the extent possible. • Where applicable, in areas not affected by permanent development, if ground conditions are encountered that create potential for rutting, admixing or compaction, minimize ground disturbance by using a protective layer such as matting or biodegradable geotextile and clay ramps or other approved materials between wetland root/seed bed and construction equipment. • Retained wetlands will be protected by a 30m buffer, or a 100m buffer for confirmed breeding wetlands of amphibian species at risk (if applicable).
Clearing during wildlife RAP (March 1 to August 31)	<ul style="list-style-type: none"> • If clearing activities area required during the RAP, pre-construction wildlife surveys for active nests, dens, bat roosts, hibernacula and breeding wetlands for amphibian species at risk will be conducted by a wildlife biologist. A setback buffer based on provincial and federal recommendations will be applied to active nests, dens, bat roosts, hibernacula and breeding wetlands for amphibian species at risk. • If clearing activities are required during the RAP pre-construction surveys for active nests will be conducted by a wildlife biologist. Species-specific setback buffers based on provincial and federal recommendations will be applied to active nests. Migratory bird surveys will be completed no more than 7 days prior to the commencement of clearing activities if planned within the RAP.
Clearing of topsoil	<ul style="list-style-type: none"> • Ensure soil resources are protected and issues like wind and water erosion are managed during site preparation. • Schedule critical activities based on weather and prepare for potential contingency in the event of inclement weather. • Erect silt fences near steep slopes and watercourses, where warranted, following grading. • Consider tackifying or watering down any topsoil piles if the risk of wind erosion is high. • Stripping of topsoil and subsoil will be completed for all areas of disturbance if soils are still present. • Topsoil and subsoil will be used for landscaping within the village areas where possible, excess topsoil and subsoil will be stockpiled or used offsite by the developer.
Work in or near the Elbow River or Fish Creek (e.g., construction of storm water outfalls)	<ul style="list-style-type: none"> • Minimize the duration of in-water work and conduct instream work during periods of low flow where possible, to further reduce the risk to fish and their habitat, or to allow work in water to be isolated from flows. • Schedule work to avoid excessively wet, windy and rainy conditions that may increase erosion and sedimentation. • Implement a sediment and turbidity monitoring plan, which includes specifications for sampling locations, frequency, and detection response procedures prior to clearing activities. The sediment and turbidity monitoring program will be led by a qualified aquatic environment specialist (QAES), as defined within the Code of Practice for Outfall Structures on Waterbodies, and reviewed in

Project Phase	Mitigation
	<p>detail with the construction contractor prior to the commencement of instream works.</p> <ul style="list-style-type: none"> • Install effective erosion and sediment control measures before starting work on the storm water outfalls to prevent sediment from entering the water body. Regularly inspect and maintain erosion and sediment control measures throughout the duration of construction. • Prohibit instream excavation in non-isolated areas. • Place excavated materials and debris above the high water mark and in such a way as they do not enter watercourses. • Implement subsurface drainage controls, where appropriate, to maintain groundwater and surface water interactions and to maintain the stability of reclaimed land. The type and location of subsurface drainage controls should be determined through onsite investigation with considerations for: subsurface flow potential, erodibility of backfill materials, and degree of slope. • Establish an appropriate vegetative buffer (i.e., set-back) from the high water mark and locate all temporary workspaces outside the buffer. • Install and maintain a turbidity curtain during construction of the cofferdam perimeter. Consult with a QAES during selection of an appropriate turbidity curtain or equivalent isolation material. Remove accumulated sediment and excess spoil from the isolated area before removing the isolation.
<p>Work in or near the Elbow River or Fish Creek (e.g., construction of storm water outfalls)</p>	<ul style="list-style-type: none"> • Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks. • Use a biodegradable hydraulic fluid for equipment when working instream. • Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water. • Remove all construction materials from site upon construction completion. • Minimize instream footprint to the extent possible and design the outfalls such that it meets conditions of the Code of Practice for Outfall Structures on Waterbodies. • Limit disturbance of the riverbank, and immediately stabilize and reclaim the site to pre-construction conditions where possible. • Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the river below the high water mark. If material is removed from the river, set it aside and return it to the original location once construction activities are completed. • Revegetate areas with surface (i.e., terrestrial) disturbance following construction works. If there is insufficient time remaining in the growing season, the site should be stabilized (e.g., cover exposed areas with erosion control blankets to keep the soil in place and prevent erosion) and revegetated the following spring. • Keep clearing of riparian vegetation to a minimum; use existing trails and roads wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting. • Revegetate streambanks and approach slopes with an appropriate native seed mix or erosion control mix. • Design and construct approaches to the watercourse such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.

Project Phase	Mitigation
Work in or near the Elbow River or Fish Creek (e.g., construction of storm water outfalls)	<ul style="list-style-type: none"> • Store excavated materials above the high water mark until the materials can be backfilled. The top 10-50 cm of channel substrate should be stored separately and replaced during backfilling. • Backfill with material of the same quality and gradation that was removed. • Restore bed and banks of the watercourse of water body to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored. • Pump sediment laden dewatering discharge into a settling basin, and prevent sediment and other deleterious substances from entering the watercourse. • Protect pump discharge area(s) to prevent erosion and the release of suspended sediments downstream, and remove this material when the works have been completed • Water intakes and outlet pipes should be adequately screened (DFO 1995) to avoid entrainment or impingement of fish. Explosives should not be used during construction.
Structures, Sites or Things that are of Historical, Archaeological, Paleontological or Architectural Significance	<ul style="list-style-type: none"> • Follow the Tsuut'ina Nation Burial Sites Protocol relative to the assessed sites and to any new chance finds reported during Project construction, and to any required follow-up or monitoring required by the Nation.
Discovery of Wildlife or Wildlife habitat feature	<ul style="list-style-type: none"> • If a den, nest, roost site, hibernacula, or breeding site for amphibian species at risk is discovered or suspected at any time, a wildlife biologist will be consulted to determine appropriate mitigation options.
<p>NOTE:</p> <p>Monitoring to ensure all mitigation measures are implemented will be completed as part of overall project monitoring by the Environmental Lead or designate.</p>	

SCHEDULE C
ENVIRONMENTAL REMEDIATION REQUIREMENTS FOR TAZA PARK DEVELOPMENT
PHASE I EASTERN AREA

The Taza Park (Lot 37, CLSR Plan 103721 and Lot 38, CLSR Plan 103678) Environmental Remediation Requirements are based on the following report:

Pinchin Ltd. (Pinchin), April 4, 2018. DRAFT. "Taza Developments - Phase II Environmental Site Assessment Taza Park, Tsuut'ina Nation, Alberta," Pinchin File: 212860, prepared for Tsuut'ina-Canderel Land Development Limited Partnership

Pinchin identified barium impacts in Site ID #673 (locations BH2 and MW4) and Site ID #2470 (location BH12) which are to be excavated and removed during the redevelopment of these areas along with decommissioning Monitoring Well #4 (MW4).

Eastern Area – Excavation 1 – Site ID #673

Excavation Area:

At the time of development of Site ID #673, an excavation of Barium impacted soil extending approximately 35 m long, 13 m wide and up to a depth of 0.50 mbgs (approximately 370 tonnes, considering a bulk density for sandy clay textured soils of 1.60 grams per cubic centimeter [g/cm³]) including sample locations BH2 and MW4 must be completed.

Confirmatory Sampling:

Following removal of the soil, at least ten confirmatory soil samples must be collected from the excavation for analysis to confirm the presence or absence of barium impacts.

Composite Sampling:

At least one composite sample from the excavated soil must be collected for analysis of Class II Landfill parameters to characterize the soil for off-Site disposal purposes.

Disposal:

Once the composite sampling is completed and excavated soil characterized, an appropriate landfill must be identified and the soil disposed of at the appropriate landfill.

Completion:

Additional excavation and confirmatory soil sampling may be required if barium impacts are detected in any of the initial confirmatory soil samples. The Lessee shall deliver a Completion Certificate to the Lessor once the work has been completed.

Decommissioning of Monitoring Well #4 (MW4):

Decommissioning of Monitoring Well #4 may be required at the time of the excavation. MW4 must be properly decommissioned at the time of excavation or its role in a Groundwater Monitoring Plan must be clearly identified. Monitoring wells can become pathways for contamination if they are not properly decommissioned or actively maintained as part of a groundwater monitoring program.

Eastern Area – Excavation 2 – Site ID #2470

Excavation Area:

At the time of development of Site ID #2470, an excavation of Barium impacted soil extending approximately 25 m long, 25 m wide and up to a depth of 0.50 mbgs (approximately 520 tonnes, considering a bulk density for sandy silt textured soils of 1.65 g/cm³) must be completed in the area of BH12.

Confirmatory Sampling:

Following removal of the soil, at least eleven confirmatory soil samples must be collected from the excavation for analysis to confirm the presence or absence of barium impacts.

Composite Sampling:

At least one composite sample from the excavated soil must be collected for analysis of Class II Landfill parameters to characterize the soil for off-Site disposal purposes.

Disposal:

Once the composite sampling is completed and excavated soil characterized, an appropriate landfill must be identified and the soil disposed of at the appropriate landfill.

Completion:

Additional excavation and confirmatory soil sampling may be required if barium impacts are detected in any of the initial confirmatory soil samples. The Lessee shall deliver a Completion Certificate to the Lessor once the work has been completed.

**APPENDIX A
ASSIGNMENT CONSENT AGREEMENT**

This agreement commences on [MONTH] [DAY], [YEAR]

BETWEEN:

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

(the "Lessor")

AND:

[NAME OF LESSEE]

(the "Lessee")

AND:

[NAME OF ASSIGNEE]

(the "Assignee")

(Collectively the "Parties").

BACKGROUND

1. At the request and with the consent of Tsuut'ina Nation, the Lessor leased certain lands in Tsuu T'ina Indian Reserve No. 145 to the Lessee, dated [MONTH] [DAY], [YEAR] (the "Lease") and the Lease was registered in the Indian Lands Registry under No. [NO.];
2. The Lessee wants to assign its right and interest in the Lease to the Assignee by entering into an assignment agreement;
3. The assignment agreement is attached as Schedule "A" to this consent agreement;
4. Under the Lease, an assignment of the Lease is not valid unless and until the Lessor has given written consent to the assignment; and
5. The Council has consented to the assignment on behalf of the First Nation as evidenced by a copy of the Council resolution attached as Schedule "B" to this consent agreement.

NOW THEREFORE, in consideration of the Lessor's consent and the obligations, covenants, and agreements in this agreement, the Parties agree as follows:

1. LESSOR'S CONSENT AND REPRESENTATION

- 1.1 The Lessor consents to the assignment of the Lease from the Lessee to the Assignee on the terms of this agreement. This consent will not be deemed to:

- 1.1.1 waive compliance and observance on the part of the Lessee or the Assignee, either prior to the date of the assignment or from and after the date of the assignment of the Lease of any of the terms in the Lease to be complied with, observed or performed on their part;
- 1.1.2 waive or restrict in any way any of the rights and remedies of the Lessor under the Lease; or
- 1.1.3 approve of the form or any of the terms of the assignment agreement.
- 1.2 The Lessor represents and warrants that, to the best of the Lessor's knowledge but with no investigation on the part of the Lessor, the Lease is in good standing as of the date of this agreement.
- 1.3 Despite anything else contained in this agreement, the Lessor makes no representations or warranties with respect to the state of title to the Premises or matters contained within the Registry.

2. LESSEE'S REPRESENTATION

- 2.1 The Lessee represents and warrants that, to the best of the Lessee's knowledge, the Lease is in good standing as of the date of this agreement.
- 2.2 The Lessee represents and warrants to the Lessor that the person or persons signing this agreement on the Lessee's behalf have the authority to bind the Lessee to this agreement.

3. COVENANTS OF ASSIGNEE AND REPRESENTATIONS

- 3.1 The Assignee covenants with the Lessor to observe and perform all of the obligations, covenants, and agreements in the Lease to be observed or performed by the Lessee from and after the date of the assignment of the Lease.
- 3.2 The Assignee has inspected the Premises and accepts the Premises on an "as-is, where-is" basis.
- 3.3 The Assignee confirms that neither the Lessor nor the Lessor's officials, employees, servants, agents, contractors, or subcontractors, the First Nation, the Council or any member of the First Nation have made any representations or warranties with respect to the terms of the Lease, the suitability of the Premises for any particular use, or the condition of the Premises (including, without limitation, compliance of the Premises with any Laws or the presence of Contaminants in, on or under the Premises) and the Assignee has not relied on the Lessor nor the Lessor's officials, employees, servants, agents, contractors, or subcontractors, the First Nation, the Council or any member of the First Nation or representations or warranties in this regard.
- 3.4 The Assignee makes the same representations and warranties to the Lessor that the Lessee made in the Lease.
- 3.5 The Assignee represents and warrants to the Lessor that the person or persons signing this agreement on the Assignee's behalf have the authority to bind the Assignee to this agreement.

4. GENERAL

- 4.1 The Lease will survive the execution of this agreement and will not merge in this agreement.
- 4.2 Any terms not defined in this agreement but defined in the Lease have the same meanings that are given to them in the Lease.
- 4.3 This agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, administrators, successors, representatives, and assigns.
- 4.4 All headings are for convenience and reference only. They are not to be used to define, limit, enlarge, modify, or explain the scope or meaning of any provision.
- 4.5 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.

4.6 Delivery

- 4.6.1 Any delivery under this agreement is to be made in accordance with this article to the following addresses:

To the Lessor:
Director, Lands and Economic Development
Indigenous and Northern Affairs Canada
630 Canada Place
9700 Jasper Avenue
Edmonton AB T5J 4G2
Fax: (780) 495-4088

To the Assignee:

[ASSIGNEE'S NAME]
[ASSIGNEE'S ADDRESS]
Fax: [AREA CODE] - [TELEPHONE #]

To the Lessee:

[NAME OF LESSEE]
[LESSEE'S ADDRESS]
Fax: [AREA CODE] - [TELEPHONE #]

- 4.6.2 If any question arises as to the date on which a delivery is made, it will be deemed to have been made:

- 4.6.2.1 if sent by fax, the day of transmission if transmitted before 3:00 p.m., otherwise, the next Business Day;
- 4.6.2.2 if sent by mail on the sixth Business Day after notice was mailed; or

