

SCHEDULE A OF THE ASSIGNMENT CONSENT AGREEMENT

ASSIGNMENT AGREEMENT

SCHEDULE B OF THE ASSIGNMENT CONSENT AGREEMENT

TSUUT'INA NATION COUNCIL RESOLUTION

**APPENDIX B OF THE LEASE
NON-DISTURBANCE AGREEMENT (SUBLEASE)**

THIS AGREEMENT is made as of the ● day of ●, 20●

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF INDIGENOUS
SERVICES**

(the "**Lessor**")

AND:

●

(the "**Lessee**")

AND:

●

(the "**Sublessee**")

AND:

TSUUT'INA NATION

(the "**Nation**")

WHEREAS:

- A. By a lease (the "**Head Lease**") dated as of ●, 2018 between the Lessor, as lessor, and ●, (the "**Original Lessee**") as lessee, and registered in the Indian Lands Registry under number ●, the Lessor leased to the Original Lessee the leased lands (the "**Lands**") referred to in the Head Lease;
- B. By an assignment of Head Lease dated as of ●, 2018 between the Original Lessee and the Lessee, and consented to by the Lessor, the Original Lessee assigned the Head Lease to the Lessee;
- C. By a sublease (the "**Sublease**") dated ●, 20● between the Lessee, as sublessor, and the Sublessee, as sublessee, the Lessee subleased to the Sublessee the subleased premises referred to in the Sublease (the "**Subleased Premises**"); and
- D. The Lessee and the Sublessee have requested that the Lessor enter into this Agreement with the Lessee and the Sublessee.

THEREFORE in consideration of \$10.00 now paid by each of the Lessee and the Sublessee to the Lessor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Representations and Warranties of the Lessee and Sublessee.** The Lessee and Sublessee hereby represent and warrant to the Lessor that:
 - (a) the Lessee and the Sublessee have received and been afforded an opportunity to read the Head Lease in its entirety, as registered in the Indian Lands Registry, subject only, in the case of the Sublessee, to any provisions in the Head Lease that have been redacted prior to registration in such Registry;
 - (b) attached hereto as Schedule A is a true and complete copy of the Sublease, and there are no other agreements, collateral agreements, representations or warranties whatsoever between the Lessee and the Sublessee with respect to the subject matter thereof;
 - (c) the Sublease does not conflict with or contravene any provision of the Head Lease;
 - (d) the Sublease complies with all requirements under section 16.2 of the Head Lease;
 - (e) the Sublease has been negotiated by the Lessee and the Sublessee in good faith and in the ordinary course of their respective businesses; and
 - (f) the Lessee and the Sublessee acknowledge that:
 - (i) under the terms of the Head Lease, the Lessee did not require the Lessor's consent to issue the Sublease to the Sublessee; and
 - (ii) the Lessor has not reviewed the Sublease and relies entirely on the Lessee's and Sublessee's representations, warranties and covenants set out in this section 1 and section 2.

2. **Covenants re: Sublease.** The Lessee and the Sublessee hereby covenant and agree with the Lessor as follows:
 - (a) that neither the Lessee nor the Sublessee will agree to any amendment to the Sublease which could have the effect of extending the term of the Sublease beyond the date that is one day before the last day of the term of the Head Lease;
 - (b) that neither the Lessee nor the Sublessee will agree to any amendment to the Sublease which would conflict with or contravene any provision of the Head Lease;
 - (c) that the Lessee and the Sublessee will provide, or cause to be provided, to the Lessor a true and complete copy of any amendment to the Sublease entered into between the Lessee and the Sublessee forthwith upon entering into any such amendment, provided that a failure to do so will not invalidate this Agreement; and
 - (d) that the Lessor will not be bound by any amendment to the Sublease that contravenes section 2(a) or 2(b) or is not provided to the Lessor.

3. **Non-Disturbance.** The Lessor hereby covenants and agrees with the Lessee and the Sublessee that so long as the Lessee is not in default (beyond any period given to the Lessee under the Head Lease to cure such default) in the payment of rent or in the observance or performance of any of the other covenants or agreements contained in the Head Lease on the Lessee's part to be observed or performed, all to the extent that the foregoing related to the Subleased Premises, the Lessor will not interfere with the Lessee's or the Sublessee's possession of the Subleased Premises or any of the rights and privileges of the Sublessee under the Sublease (including, without limitation, the benefit of any easements, restrictive covenants, exclusivity agreements or use restrictions made by the Lessee in favour of the Sublessee and the Subleased Premises pursuant to the Sublease).

4. **Events Upon Termination of Head Lease.**

(a) The Lessor hereby covenants and agrees with the Lessee and the Sublessee that the Lessor will not terminate the Head Lease except in accordance with the terms of the Head Lease and applicable laws, and the Lessor will not accept a surrender by the Lessee of the Head Lease, and if for any reason the Head Lease is ever terminated, surrendered or disclaimed, and if the Sublease has not expired or been terminated prior to the date of such termination, surrender or disclaimer of the Head Lease, then:

(i) subject to sections 2(d), 4(a)(ii) and 7 hereof, the Lessor, as lessor, will recognize the Sublease and automatically be bound to the Sublessee, as lessee, under the covenants and agreements of the Lessee, as sublessor, in favour of the Sublessee, as sublessee, contained in the Sublease for the balance of the term and all renewals or extensions thereof in accordance with the terms of the Sublease as if the Lessor were the sublessor under the Sublease;

(ii) notwithstanding section 4(a)(i), the Lessor will not be responsible for the performance of any covenant or agreement of the Lessee under the Sublease that would require the payment of any amount or the performance of any act or thing that would require the expenditure of funds by the Lessor, including, without limitation, any covenant or agreement in respect of any of the following:

(A) any act or omission of the Lessee under the Sublease;

(B) any security deposit or other deposit;

(C) any construction, fixturing or sublessee improvement obligations of the Lessee to the Sublessee or any other person under the Sublease;

(D) the provision of any sublessee improvement allowance or similar payment which may be payable by the Lessee to the Sublessee or any other person under the Sublease;

(E) any requirement to post security in favour of the Sublessee or any other person under the Sublease; or

- (F) any indemnities in favour of the Sublessee or any other person under the Sublease,

but, for greater certainty, the Lessor will be bound by any requirement to give notices, any requirement to act reasonably in the exercise of any discretion or any consent right and any restrictive covenant or exclusivity provision set out in the Sublease, but in each case only to the extent that such requirement, covenant or provision does not contravene or conflict with the terms of the Head Lease;

- (iii) the Sublessee will be entitled to fulfill any of the Lessee's obligations to the Sublessee under the Sublease in respect of the Subleased Premises that are excluded pursuant to section 4(a)(ii);
- (iv) the Sublessee will automatically attorn to the Lessor and be bound by, and perform in favour of the Lessor, all of the Sublessee's covenants and agreements contained in the Sublease for the balance of the term and all renewals or extensions thereof in accordance with the terms of the Sublease, as if the Lessor were the sublessor under the Sublease, subject to any Sublessee's right of set off pursuant to section 4(d) hereof;
- (v) notwithstanding any provision of the Sublease, the provisions of the Head Lease (to the extent that they relate to the Subleased Premises) shall be deemed to be included, *mutatis mutandis*, in the Sublease, with the Sublessee as the "Lessee" in respect of such provisions, provided that the following provisions in the Head Lease shall not be deemed to be included in the Sublease: (i) provisions relating to the term or any renewal of the term of the Head Lease, (ii) provisions requiring the payment of Basic Rent (as defined in the Head Lease), and (iii) provisions in respect of assignments, subleases, mortgages and changes of control;
- (vi) all of the foregoing provisions of this section 4(a) will apply automatically at the time of any termination, surrender or disclaimer of the Head Lease, without the need for any further act, acknowledgement or agreement whatsoever; and
- (vii) each of the Lessor and the Sublessee will execute and deliver any agreement or instrument requested by the other, acting reasonably, to evidence and provide further assurances as to the matters provided for in this section 4(a), on terms acceptable to the requesting party, acting reasonably, but any failure to do so will not invalidate, limit or alter any of the provisions of this section 4(a).
- (b) The Lessor will have the same remedies against the Sublessee for a breach of the Sublease as the Lessee would have had under the Sublease against the Sublessee if the Lessor had not succeeded to the interest of the Lessee, but subject to any Sublessee's right of set off pursuant to section 4(d).
- (c) Subject to sections 4(a) and 7, the Sublessee will have the same remedies against the Lessor for a breach of the Sublease as the Sublessee would have had under the Sublease against the Lessee if the Lessor had not succeeded to the interest of the Lessee, provided, however, that the Lessor will not be bound by:

- (i) any amendment to the Sublease that contravenes section 2(a) or 2(b) or is not provided to the Lessor; or
 - (ii) any provision in the Sublease described in section 4(a)(ii) hereof.
- (d) Notwithstanding anything contained in this section 4, the Sublessee will be entitled to set off from any minimum, basic, participating or percentage rent payable by the Sublessee to the Lessor under the Sublease:
- (i) the actual cost incurred by the Sublessee in fulfilling any obligation of the Sublessee arising pursuant to section 4(a)(v) to the extent only that the Sublessee would not have incurred such cost pursuant to the Sublease if the Head Lease was not terminated, surrendered or disclaimed; and
 - (ii) the actual cost incurred by the Sublessee in fulfilling any of the Lessee's obligations to the Sublessee under the Sublease in respect of the Subleased Premises that are excluded pursuant to section 4(a)(ii),

provided that, for greater certainty, if the amount of any such set off is less than the amount of any such costs incurred by the Sublessee, under no circumstances will the Sublessee be entitled to a refund of any rent paid by the Sublessee to the Lessor or the Lessee and under no circumstances will the Lessor or any New Head Lessee (as defined in section 5) be required to reimburse or fund any shortfall to the Sublessee.

- (e) The provisions of this section 4 apply only in respect of the period from and including the time of the termination, surrender or disclaimer of the Head Lease up to the earliest of the following, as applicable:
- (i) the time that a New Head Lease has been granted to a New Head Lessee and the New Head Lessee has recognized, continued and assumed the Sublease in accordance with section 5;
 - (ii) the expiration of the term (including any renewals of the term duly exercised by the Sublessee) of the Sublease; and
 - (iii) the time of the termination of the Sublease (including the Sublease, as recognized in accordance with this section 4) in accordance with its terms and applicable laws.

5. **New Head Lease.** At any time after any termination, surrender or disclaimer of the Head Lease, the Lessor may enter into a new head lease (the "**New Head Lease**"), on the same terms and conditions as the Head Lease (for the remainder of the term thereof), with an Approved Mortgagee (as defined in the Head Lease) or its assignee or nominee, or any other person as new head lessee (the "**New Head Lessee**") under the New Head Lease with respect to the Lands, or any portion of the Lands that includes all of the Subleased Premises, and if the Lessor does so:

- (a) the Lessor will require the New Head Lessee to recognize, continue and assume the Sublease and the Lessee's sublessor covenants, agreements, duties and obligations thereunder on terms acceptable to the Sublessee, acting reasonably, provided that the Sublessee is not in default of any material obligation pursuant to the Sublease or section 4(a) beyond any cure period set out in the Sublease,

upon which the Lessor will be automatically released from all of its duties and obligations under this Agreement;

- (b) the Sublessee acknowledges and agrees that it consents to the grant of any New Head Lease, that the Sublessee will automatically attorn to the New Head Lessee as sublessor to the Sublessee and that the Lessor will be automatically released as contemplated in section 5(a), all without the need for any further act, acknowledgement or agreement of the Lessor, the New Head Lessee or the Sublessee whatsoever; and
 - (c) the Sublessee will execute and deliver any agreement or instrument required by the Lessor or the New Head Lessee, acting reasonably, to evidence and provide further assurances as to the matters provided for in this section 5, on terms acceptable to the Lessor or the New Head Lessee, acting reasonably, but any failure to do so will not invalidate, limit or alter any of the provisions of this section 5.
6. **Nation Replacement Head Lease.** Her Majesty and the Nation agree that if Her Majesty terminates the Head Lease or if for any reason the Head Lease is otherwise terminated or disclaimed and no Approved Mortgagee is granted a New Head Lease within any time periods applicable to the granting of a New Head Lease to any Approved Mortgagee, then Her Majesty will give the Nation written notice thereof, and:
- (a) as soon as reasonably possible thereafter, Her Majesty will grant a New Head Lease (the "**Nation Replacement Head Lease**") to a corporation or other entity that is 100% owned and controlled by the Nation (the "**Nation Replacement Lessee**") as identified by the Nation, as replacement Lessee, for a term equal in duration to the remaining residue of the term of the Head Lease, for the same rent and on the same other terms and conditions as are contained in the Head Lease, and the Nation will satisfy, or cause the Nation Replacement Lessee to satisfy, any reasonable requirements of Her Majesty in connection therewith, including the curing of all defaults capable of being cured, and upon the granting of the Nation Replacement Lease, the Nation will cause the Nation Replacement Lessee to, and the Sublessee will, enter into all such agreements and documents as are reasonably required with respect to:
 - (i) the non-disturbance of the Sublessee and the holders (the "**Other Sublessees**") of all other subleases (the "**Other Subleases**") granted under the Head Lease, including the recognition, continuation and assumption of the Sublease and the Other Subleases in accordance with their terms by the Nation Replacement Lessee and the attornment by the Sublessee and the Other Sublessees to the Nation Replacement Lessee as their new sublessor; and
 - (ii) the non-disturbance of the holders of any valid sub-subleases (the "**Subsidiary Leases**") granted by the Sublessee or any Other Sublessee, or any predecessor thereof, including the recognition and continuation of Subsidiary Leases in accordance with their terms by the Sublessee and any Other Sublessees, as applicable,

and section 5 of this Agreement will apply to the Nation Replacement Lease as a New Head Lease and to the Nation Replacement Lessee as the New Head Lessee;

- (b) from and including receipt by the Nation of such notice from Her Majesty, and through the granting of a Nation Replacement Head Lease to the Nation Replacement Lessee, the Nation will ensure that the Nation or the Nation Replacement Lessee assumes responsibility for the administration of the Sublease and all Other Subleases, including dealing directly with, and collecting any rents payable by, the Sublessee and any Other Sublessee; and
 - (c) if Her Majesty and a Nation Replacement Lessee enter in to a Nation Replacement Lease in accordance with this section 6, the Sublease and Other Subleases continuing under the Nation Replacement Lease and all Subsidiary Leases continuing under the Sublease and Other Subleases will be deemed to have continued without interruption, as the Sublease and Other Subleases under the Nation Replacement Lease and Subsidiary Leases under the Sublease and Other Subleases, respectively, without the requirement for any further act, acknowledgement, consent or agreement from Her Majesty whatsoever.
- 7. **Limitation of Lessor's Liability.** Notwithstanding anything contained in this Agreement or the Sublease, under no circumstances will the Lessor be responsible to pay to the Lessee, the Sublessee or any other person any amount whatsoever under or in respect of this Agreement or the Sublease and under no circumstances will the Lessor be liable to the Lessee, the Sublessee or any other person in damages whatsoever for any alleged or actual breach or default under this Agreement or the Sublease, and the Lessee and the Sublessee hereby irrevocably, absolutely, unconditionally and fully release and discharge the Lessor in connection with all of the foregoing.
- 8. **References to the Head Lease.** In this Agreement, any reference to a provision of the Head Lease will mean the Head Lease defined in Recital A above, whether or not the Head Lease is in force and effect at the relevant time.
- 9. **Further Assurances.** Each of the parties covenants and agrees to execute and deliver any further and other document, and to do and perform any further and other act or thing as may be reasonably required by any other party.
- 10. **Assignment.**
 - (a) If the Lessor assigns the Head Lease, the Lessor will cause its assignee to execute and deliver to the Lessee and the Sublessee an agreement with the Lessee and the Sublessee assuming the obligations of the Lessor under this Agreement, and, upon the execution and delivery to the Lessee and the Sublessee of such an agreement, the Lessor will cease to have any obligations to the Lessee or the Sublessee under this Agreement.
 - (b) The Lessee will not be entitled to assign its rights under this Agreement except to a permitted assignee of the Head Lease and then only if the assignee enters into and delivers to the Lessor and the Sublessee an agreement with the Lessor and the Sublessee assuming the obligations of the Lessee under this Agreement, and, upon the execution and delivery to the Lessor and the Sublessee of such an agreement, the Lessee will cease to have any obligations to the Lessor or the Sublessee under this Agreement.
 - (c) The Sublessee will not be entitled to assign its rights under this Agreement except to a permitted assignee of the Sublease and then only if the assignee enters into and delivers to the Lessor and the Lessee an agreement with the

Lessor and the Lessee assuming the obligations of the Sublessee under this Agreement, and, upon the execution and delivery to the Lessor and the Lessee of such an agreement, the Sublessee will cease to have any obligations to the Lessor or the Lessee under this Agreement.

- (d) In any of the instances referred to in sections 10(a) to 10(c), the Lessor instead may require the parties to enter into a new agreement on the same terms and conditions as this Agreement, in which case this Agreement will be deemed to be terminated.

11. Notices.

- (a) All notices under this Agreement must be given in writing and delivered in accordance with this section 11.
- (b) The addresses for delivery are as follows, unless and until another address for delivery is specified in accordance with this section 11(b):

To the Lessor:

Director, Lands and Economic Development
Indigenous Services Canada
630 Canada Place
9700 Jasper Avenue
Edmonton AB T5J 4G2
Fax No. (780) 495-4088

To the Lessee:

•
•
• AB •
Attention: •
Fax No.: •

To the Sublessee:

•
Attention: •
Fax No.: •

To the Nation:

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

- (c) A notice to the Lessor, the Lessee, the Sublessee or the Nation will be deemed to be received:
- (i) if delivered on a Business Day (as defined in the Head Lease), on receipt;

- (ii) if sent by fax, on the first Business Day after the notice was sent by fax;
or
 - (iii) if sent by double registered mail, when received.
 - (d) The Lessor, the Lessee or the Sublessee may change its address to another address by informing the other parties of the new address, and such change will take effect 10 days after the notice is received. Upon the written request by any party, the parties will amend this Agreement to reflect any change of address of the Lessor, the Lessee or the Sublessee.
12. **No Modifications.** This Agreement may only be modified by an agreement in writing signed by the parties hereto or their respective successors in interest.
 13. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
 14. **Joint and Several.** Where the Sublessee is comprised of more than one person, the obligations of such persons as the Sublessee under this Agreement will be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

) **Lessor**
)
)
) **HER MAJESTY THE QUEEN IN RIGHT**
) **OF CANADA, as represented by the**
) **Minister of Indigenous Services**
)
)
) Per: _____
) Name:
) Title:

)
)
) **Lessee**
) Per: _____
) Name:
) Title:
)
)
) Per: _____
) Name:
) Title:
) I/We have the authority to bind the Lessee

**APPENDIX C OF THE LEASE
NON-DISTURBANCE AGREEMENT (SUB-SUBLEASE)**

THIS AGREEMENT is made as of the ● day of ●, 20●

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF INDIGENOUS
SERVICES**

(the "**Lessor**")

AND:

●

(the "**Lessee**")

AND:

●

(the "**Sublessee**")

AND:

●

(the "**Sub-Sublessee**")

AND:

TSUUT'INA NATION

(the "**Nation**")

WHEREAS:

- A. By a lease (the "**Head Lease**") dated as of ●, 2018 between the Lessor, as lessor, and ●, (the "**Original Lessee**") as lessee, and registered in the Indian Lands Registry under number ●, the Lessor leased to the Original Lessee the leased lands (the "**Lands**") referred to in the Head Lease;
- B. By an assignment of Head Lease dated as of ●, 2018 between the Original Lessee and the Lessee, and consented to by the Lessor, the Original Lessee assigned the Head Lease to the Lessee;
- C. By a sublease (the "**Sublease**") dated ●, 20● between the Lessee, as sublessor, and the Sublessee, as sublessee, the Lessee subleased to the Sublessee the subleased premises referred to in the Sublease (the "**Subleased Premises**");

- D. By a sub-sublease (the "**Sub-Sublease**") dated ●, 20● between the Sublessee, as sub-sublessor, and the Sub-Sublessee, as sub-sublessee, the Sublessee subleased to the Sub-Sublessee the sub-subleased premises referred to in the Sub-Sublease (the "**Sub-Subleased Premises**"); and
- E. The Lessee, the Sublessee and the Sub-Sublessee have requested that the Lessor enter into this Agreement with the Lessee, the Sublessee and the Sub-Sublessee.

THEREFORE in consideration of \$10.00 now paid by each of the Lessee, the Sublessee and the Sub-Sublessee to the Lessor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Representations and Warranties of the Sublessee and Sub-Sublessee.** The Sublessee and the Sub-Sublessee hereby represent and warrant to the Lessor and the Lessee that:
- (a) the Sublessee and the Sub-Sublessee have received and been afforded an opportunity to read the Head Lease in its entirety, as registered in the Indian Lands Registry, subject only to any provisions in the Head Lease that have been redacted prior to registration in such Registry;
 - (b) the Lessee, the Sublessee and the Sub-Sublessee have received and been afforded an opportunity to read the Sublease in its entirety, as registered in the Indian Lands Registry, subject only to any provisions in the Sublease that have been redacted prior to registration in such Registry;
 - (c) attached hereto as Schedule A is a true and complete copy of the Sub-Sublease, and there are no other agreements, collateral agreements, representations or warranties whatsoever between the Sublessee and the Sub-Sublessee with respect to the subject matter thereof;
 - (d) the Sub-Sublease does not conflict with or contravene any provision of the Head Lease or the Sublease;
 - (e) the Sub-Sublease complies with all requirements under the Sublease;
 - (f) the Sub-Sublease has been negotiated by the Sublessee and the Sub-Sublessee in good faith and in the ordinary course of their respective businesses; and
 - (g) the Sublessee and the Sub-Sublessee acknowledge that:
 - (i) under the terms of the Head Lease, the Lessor's consent was not required for the issuance of the Sub-Sublease to the Sub-Sublessee; and
 - (ii) the Lessor has not reviewed the Sub-Sublease and relies entirely on the Sublessee's and the Sub-Sublessee's representations, warranties and covenants set out in this section 1 and section 2.
2. **Covenants re: Sub-Sublease.** The Sublessee and the Sub-Sublessee hereby covenant and agree with the Lessor and the Lessee as follows:

- (a) that neither the Sublessee nor the Sub-Sublessee will agree to any amendment to the Sub-Sublease which could have the effect of extending the term of the Sub-Sublease beyond the date that is one day before the last day of the term of the Head Lease or beyond the date that is one day before the last day of the term of the Sublease;
 - (b) that neither the Sublessee nor the Sub-Sublessee will agree to any amendment to the Sub-Sublease which would conflict with or contravene any provision of the Head Lease or the Sublease;
 - (c) that the Sublessee and the Sub-Sublessee will provide, or cause to be provided, to the Lessor and the Lessee a true and complete copy of any amendment to the Sub-Sublease entered into between the Sublessee and the Sub-Sublessee forthwith upon entering into any such amendment, provided that a failure to do so will not invalidate this Agreement; and
 - (d) that neither the Lessor nor the Lessee will be bound by any amendment to the Sub-Sublease that contravenes section 2(a) or 2(b) or is not provided to the Lessor and the Lessee.
3. **Non-Disturbance.** The Lessor hereby covenants and agrees with the Lessee, the Sublessee and the Sub-Sublessee that so long as the Lessee is not in default (beyond any period given to the Lessee under the Head Lease to cure such default) in the payment of rent or in the observance or performance of any of the other covenants or agreements contained in the Head Lease on the Lessee's part to be observed or performed, all to the extent that the foregoing related to the Sub-Subleased Premises, the Lessor will not interfere with the Lessee's, the Sublessee's or the Sub-Sublessee's possession of the Sub-Subleased Premises or any of the rights and privileges of the Sub-Sublessee under the Sub-Sublease (including, without limitation, the benefit of any easements, restrictive covenants, exclusivity agreements or use restrictions made by the Sublessee in favour of the Sub-Sublessee and the Sub-Subleased Premises pursuant to the Sub-Sublease).
4. **Events Upon Termination of Head Lease.**
- (a) The Lessor hereby covenants and agrees with the Lessee, the Sublessee and the Sub-Sublessee that the Lessor will not terminate the Head Lease except in accordance with the terms of the Head Lease and applicable laws, and the Lessor will not accept a surrender by the Lessee of the Head Lease, and if:
 - (i) for any reason the Head Lease is ever terminated, surrendered or disclaimed;
 - (ii) the Head Lease is not replaced by a New Head Lease (as defined in section 5) that recognizes, continues and assumes the Sublease;
 - (iii) the Sublease is terminated and not recognized by the Lessor as continuing in accordance with a non-disturbance agreement or otherwise; and
 - (iv) the Sub-Sublease has not expired or been terminated prior to the date of such termination, surrender or disclaimer of the Head Lease,

then:

- (v) subject to sections 2(d), 4(a)(ii) and 7 hereof, the Lessor will recognize the Sub-Sublease and automatically be bound to the Sub-Sublessee under the covenants and agreements of the Sublessee in favour of the Sub-Sublessee contained in the Sub-Sublease for the balance of the term and all renewals or extensions thereof in accordance with the terms of the Sub-Sublease as if the Lessor were the sub-lessor under the Sub-Sublease;
- (vi) notwithstanding section 4(a)(i), the Lessor will not be responsible for the performance of any covenant or agreement of the Sublessee under the Sub-Sublease that would require the payment of any amount or the performance of any act or thing that would require any expenditure of funds by the Lessor, including, without limitation, any covenant or agreement in respect of any of the following:
 - (A) any act or omission of the Sublessee under the Sub-Sublease;
 - (B) any security deposit or other deposit;
 - (C) any construction, fixturing or sublessee improvement obligations of the Sublessee to the Sub-Sublessee or any other person under the Sub-Sublease;
 - (D) the provision of any sub-sublessee improvement allowance or similar payment which may be payable by the Sublessee to the Sub-Sublessee or any other person under the Sub-Sublease;
 - (E) any requirement to post security in favour of the Sub-Sublessee or any other person under the Sub-Sublease; or
 - (F) any indemnities in favour of the Sub-Sublessee or any other person under the Sub-Sublease,but, for greater certainty, the Lessor will be bound by any requirement to give notices, any requirement to act reasonably in the exercise of any discretion or any consent right and any restrictive covenant or exclusivity provision set out in the Sub-Sublease, but in each case only to the extent that such requirement, covenant or provision does not contravene or conflict with the terms of the Head Lease;
- (vii) the Sub-Sublessee will be entitled to fulfill any of the Sublessee's obligations to the Sub-Sublessee under the Sub-Sublease in respect of the Sub-Subleased Premises that are excluded pursuant to section 4(a)(ii);
- (viii) the Sub-Sublessee will automatically attorn to the Lessor and be bound by, and perform in favour of the Lessor, all of the Sub-Sublessee's covenants and agreements contained in the Sub-Sublease for the balance of the term and all renewals or extensions thereof in accordance with the terms of the Sub-Sublease, as if the Lessor were the sub-

sublessor under the Sub-Sublease, subject to any Sub-Sublessee's right of set off pursuant to section 4(d) hereof;

- (ix) notwithstanding any provision of the Sublease, the provisions of the Head Lease (to the extent that they relate to the Sub-Subleased Premises) shall be deemed to be included, *mutatis mutandis*, in the Sub-Sublease, with the Sub-Sublessee as the "Lessee" in respect of such provisions, provided that the following provisions in the Head Lease shall not be deemed to be included in the Sub-Sublease: (i) provisions relating to the term or any renewal of the term of the Head Lease, (ii) provisions requiring the payment of Basic Rent (as defined in the Head Lease), and (iii) provisions in respect of assignments, subleases, mortgages and changes of control;
 - (x) all of the foregoing provisions of this section 4(a) will apply automatically upon the occurrence of the events described in sections 4(a)(i) to 4(a)(iv), without the need for any further act, acknowledgement or agreement whatsoever; and
 - (xi) each of the Lessor and the Sub-Sublessee will execute and deliver any agreement or instrument requested by the other, acting reasonably, to evidence and provide further assurances as to the matters provided for in this section 4(a), on terms acceptable to the requesting party, acting reasonably, but any failure to do so will not invalidate, limit or alter any of the provisions of this section 4(a).
- (b) The Lessor will have the same remedies against the Sub-Sublessee for a breach of the Sub-Sublease as the Sublessee would have had under the Sub-Sublease against the Sub-Sublessee if the Lessor had not succeeded to the interest of the Sublessee, but subject to any Sub-Sublessee's right of set off pursuant to section 4(d).
- (c) Subject to sections 4(a) and 7, the Sub-Sublessee will have the same remedies against the Lessor for a breach of the Sub-Sublease as the Sub-Sublessee would have had under the Sub-Sublease against the Sublessee if the Lessor had not succeeded to the interest of the Sublessee, provided, however, that the Lessor will not be bound by:
- (i) any amendment to the Sub-Sublease that contravenes section 2(a) or 2(b) or is not provided to the Lessor; or
 - (ii) any provision in the Sub-Sublease described in section 4(a)(ii) hereof.
- (d) Notwithstanding anything contained in this section 4, the Sub-Sublessee will be entitled to set off from any minimum, basic, participating or percentage rent payable by the Sub-Sublessee to the Lessor under the Sub-Sublease:
- (i) the actual cost incurred by the Sub-Sublessee in fulfilling any obligation of the Sub-Sublessee arising pursuant to section 4(a)(v) to the extent only that the Sub-Sublessee would not have incurred such cost pursuant to the Sub-Sublease if the Head Lease was not terminated, surrendered or disclaimed; and

- (ii) the actual cost incurred by the Sub-Sublessee in fulfilling any of the Sublessee's obligations to the Sub-Sublessee under the Sub-Sublease in respect of the Sub-Subleased Premises that are excluded pursuant to section 4(a)(ii),

provided that, for greater certainty, if the amount of any such set off is less than the amount of any such costs incurred by the Sub-Sublessee, under no circumstances will the Sub-Sublessee be entitled to a refund of any rent paid by the Sub-Sublessee to the Lessor or the Sublessee and under no circumstances will the Lessor or any New Head Lessee (as defined in section 5) be required to reimburse or fund any shortfall to the Sublessee.

- (e) The provisions of this section 4 apply only in respect of the period from and including the time of the termination, surrender or disclaimer of the Head Lease up to the earliest of the following, as applicable:
 - (i) the time that a New Head Lease has been granted to a New Head Lessee and the New Head Lessee has recognized, continued and assumed the Sublease in accordance with section 5;
 - (ii) the expiration of the term (including any renewals of the term duly exercised by the Sub-Sublessee) of the Sub-Sublease; and
 - (iii) the time of the termination of the Sub-Sublease (including the Sub-Sublease, as recognized in accordance with this section 4) in accordance with its terms and applicable laws.

5. **New Head Lease.** At any time after any termination, surrender or disclaimer of the Head Lease, the Lessor may enter into a new head lease (the "**New Head Lease**"), on the same terms and conditions as the Head Lease (for the remainder of the term thereof), with an Approved Mortgagee (as defined in the Head Lease) or its assignee or nominee, or any other person as new head lessee (the "**New Head Lessee**") under the New Head Lease with respect to the Lands, or any portion of the Lands that includes all of the Subleased Premises, and if the Lessor does so:

- (a) the Lessor will require the New Head Lessee to recognize, continue and assume the Sublease and the Lessee's sublessor covenants, agreements, duties and obligations thereunder on terms acceptable to the Sublessee, acting reasonably, provided that the Sublessee is not in default of any material obligation pursuant to the Sublease beyond any cure period set out in the Sublease, upon which the Lessor will be automatically released from all of its duties and obligations under this Agreement;
- (b) the Sublessee acknowledges and agrees that it consents to the grant of any New Head Lease, that the Sublessee will automatically attorn to the New Head Lessee as sublessor to the Sublessee and that the Lessor will be automatically released as contemplated in section 5(a), all without the need for any further act, acknowledgement or agreement of the Lessor, the New Head Lessee, the Sublessee or the Sub-Sublessee whatsoever;
- (c) each of the Sublessee and the Sub-Sublessee will execute and deliver any agreement or instrument required by the Lessor or the New Head Lessee, acting reasonably, to evidence and provide further assurances as to the matters

provided for in this section 5, on terms acceptable to the Lessor or the New Head Lessee, acting reasonably, but any failure to do so will not invalidate, limit or alter any of the provisions of this section 5; and

- (d) the Sub-Sublease will be automatically continued in accordance with its terms, as a sub-sublease granted under the Sublease, and each of the Sublessee and the Sub-Sublessee will execute and deliver any agreement or instrument requested by the other, acting reasonably, to evidence and provide further assurances in respect thereof.

6. **Nation Replacement Head Lease.** Her Majesty and the Nation agree that if Her Majesty terminates the Head Lease or if for any reason the Head Lease is otherwise terminated or disclaimed and no Approved Mortgagee is granted a New Head Lease within any time periods applicable to the granting of a New Head Lease to any Approved Mortgagee, then Her Majesty will give the Nation written notice thereof, and:

- (a) as soon as reasonably possible thereafter, Her Majesty will grant a New Head Lease (the "**Nation Replacement Head Lease**") to a corporation or other entity that is 100% owned and controlled by the Nation (the "**Nation Replacement Lessee**") as identified by the Nation, as replacement Lessee, for a term equal in duration to the remaining residue of the term of the Head Lease, for the same rent and on the same other terms and conditions as are contained in the Head Lease, and the Nation will satisfy, or cause the Nation Replacement Lessee to satisfy, any reasonable requirements of Her Majesty in connection therewith, including the curing of all defaults capable of being cured, and upon the granting of the Nation Replacement Lease, the Nation will cause the Nation Replacement Lessee to, and the Sublessee will, enter into all such agreements and documents as are reasonably required with respect to:

- (i) the non-disturbance of the Sublessee and the holders (the "**Other Sublessees**") of all other subleases (the "**Other Subleases**") granted under the Head Lease, including the recognition, continuation and assumption of the Sublease and the Other Subleases in accordance with their terms by the Nation Replacement Lessee and the attornment by the Sublessee and the Other Sublessees to the Nation Replacement Lessee as their new sublessor; and
- (ii) the non-disturbance of the holders of any valid sub-subleases (the "**Subsidiary Leases**") granted by the Sublessee or any Other Sublessee, or any predecessor thereof (including the Sub-Sublease) including the recognition and continuation of Subsidiary Leases in accordance with their terms by the Sublessee and any Other Sublessees, as applicable,

and section 5 of this Agreement will apply to the Nation Replacement Lease as a New Head Lease and to the Nation Replacement Lessee as the New Head Lessee;

- (b) from and including receipt by the Nation of such notice from Her Majesty, and through the granting of a Nation Replacement Head Lease to the Nation Replacement Lessee, the Nation will ensure that the Nation or the Nation Replacement Lessee assumes responsibility for the administration of the Sublease and all Other Subleases, including dealing directly with, and collecting any rents payable by, the Sublessee and any Other Sublessee; and

- (c) if Her Majesty and a Nation Replacement Lessee enter in to a Nation Replacement Lease in accordance with this section 6, the Sublease and Other Subleases continuing under the Nation Replacement Lease and all Subsidiary Leases (including the Sub-Sublease) continuing under the Sublease and Other Subleases will be deemed to have continued without interruption, as the Sublease and Other Subleases under the Nation Replacement Lease and Subsidiary Leases (including the Sub-Sublease) under the Sublease and Other Subleases, respectively, without the requirement for any further act, acknowledgement, consent or agreement from Her Majesty whatsoever.
7. **Limitation of Lessor's Liability.** Notwithstanding anything contained in this Agreement, the Sublease or the Sub-Sublease, under no circumstances will the Lessor be responsible to pay to the Lessee, the Sublessee, the Sub-Sublessee or any other person any amount whatsoever under or in respect of this Agreement, the Sublease or the Sub-Sublease and under no circumstances will the Lessor be liable to the Lessee, the Sublessee, the Sub-Sublessee or any other person in damages whatsoever for any alleged or actual breach or default under this Agreement, the Sublease or the Sub-Sublease, and the Lessee, the Sublessee and the Sub-Sublessee hereby irrevocably, absolutely, unconditionally and fully release and discharge the Lessor in connection with all of the foregoing.
8. **References to the Head Lease and Sublease.** In this Agreement, any reference to a provision of the Head Lease will mean the Head Lease defined in Recital A above, whether or not the Head Lease is in force and effect at the relevant time. In this Agreement, any reference to a provision of the Sublease will mean the Sublease defined in Recital C above, whether or not the Sublease is in force and effect at the relevant time
9. **Further Assurances.** Each of the parties covenants and agrees to execute and deliver any further and other document, and to do and perform any further and other act or thing as may be reasonably required by any other party.
10. **Assignment.**
- (a) If the Lessor assigns the Head Lease, the Lessor will cause its assignee to execute and deliver to the Lessee, the Sublessee and the Sub-Sublessee an agreement with the Lessee, the Sublessee and the Sub-Sublessee assuming the obligations of the Lessor under this Agreement, and, upon the execution and delivery to the Lessee, the Sublessee and the Sub-Sublessee of such an agreement, the Lessor will cease to have any obligations to the Lessee, the Sublessee or the Sub-Sublessee under this Agreement.
- (b) The Lessee will not be entitled to assign its rights under this Agreement except to a permitted assignee of the Head Lease and then only if the assignee enters into and delivers to the Lessor, the Sublessee and the Sub-Sublessee an agreement with the Lessor, the Sublessee and the Sub-Sublessee assuming the obligations of the Lessee under this Agreement, and, upon the execution and delivery to the Lessor, the Sublessee and the Sub-Sublessee of such an agreement, the Lessee will cease to have any obligations to the Lessor, the Sublessee or the Sub-Sublessee under this Agreement.
- (c) The Sublessee will not be entitled to assign its rights under this Agreement except to a permitted assignee of the Sublease and then only if the assignee enters into and delivers to the Lessor, the Lessee and the Sub-Sublessee an

agreement with the Lessor, the Lessee and the Sub-Sublessee assuming the obligations of the Sublessee under this Agreement, and, upon the execution and delivery to the Lessor, the Lessee and the Sub-Sublessee of such an agreement, the Sublessee will cease to have any obligations to the Lessor, the Lessee or the Sub-Sublessee under this Agreement.

- (d) The Sub-Sublessee will not be entitled to assign its rights under this Agreement except to a permitted assignee of the Sub-Sublease and then only if the assignee enters into and delivers to the Lessor, the Lessee and the Sublessee an agreement with the Lessor, the Lessee and the Sublessee assuming the obligations of the Sub-Sublessee under this Agreement, and, upon the execution and delivery to the Lessor, the Lessee and the Sublessee of such an agreement, the Sub-Sublessee will cease to have any obligations to the Lessor, the Lessee or the Sublessee under this Agreement.
- (e) In any of the instances referred to in sections 10(a) to 10(d), the Lessor instead may require the parties to enter into a new agreement on the same terms and conditions as this Agreement, in which case this Agreement will be deemed to be terminated.

11. Notices.

- (a) All notices under this Agreement must be given in writing and delivered in accordance with this section 11.
- (b) The addresses for delivery are as follows, unless and until another address for delivery is specified in accordance with this section 11(b):

To the Lessor:

Director, Lands and Economic Development
Indigenous Services Canada
630 Canada Place
9700 Jasper Avenue
Edmonton AB T5J 4G2
Fax No. (780) 495-4088

To the Lessee:

•
•
AB •
Attention: •
Fax No.: •

To the Sublessee:

•
Attention: •
Fax No.: •

To the Sub-Sublessee:

-
- Attention: •
- Fax No.: •

To the Nation:

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

- (c) A notice to the Lessor, the Lessee, the Sublessee, the Sub-Sublessee or the Nation will be deemed to be received:
- (i) if delivered on a Business Day (as defined in the Head Lease), on receipt;
 - (ii) if sent by fax, on the first Business Day after the notice was sent by fax;
or
 - (iii) if sent by double registered mail, when received.
- (d) The Lessor, the Lessee, the Sublessee or the Sub-Sublessee may change its address to another address by informing the other parties of the new address, and such change will take effect 10 days after the notice is received. Upon the written request by any party, the parties will amend this Agreement to reflect any change of address of the Lessor, the Lessee, the Sublessee or the Sub-Sublessee.
12. **No Modifications.** This Agreement may only be modified by an agreement in writing signed by the parties hereto or their respective successors in interest.
13. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
14. **Joint and Several.** Where any party is comprised of more than one person, the obligations of such persons comprising such party under this Agreement will be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**APPENDIX D OF THE LEASE
LESSOR ACKNOWLEDGEMENT AND MORTGAGE AGREEMENT (HEAD LEASE)**

THIS AGREEMENT dated for reference _____

AMONG:

[LENDER]

(the "**Lender**")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF INDIGENOUS
SERVICES**

(the "**Her Majesty**")

AND:

[LESSEE], a limited partnership under the laws of the Province of
Alberta and carrying on business in the Province of Alberta

(the "**Lessee**")

AND:

TSUUT'INA NATION

(the "**Nation**")

WITNESSES THAT WHEREAS:

- A. The Lands (as defined in the Mortgage attached as Schedule "A" hereto) form part of the Reserve, which has been set apart by Her Majesty for the use and benefit of the Nation.
- B. The Lands were designated for leasing by a designation assented to on June 27, 2014 and accepted by the Minister of Indian Affairs and Northern Development by Ministerial Order No. 2015-20 on May 20, 2015, which Ministerial Order was registered in the Indian Lands Registry under No. 6085772 and which Designation was registered in the Indian Lands Registry under No. 6086524, as amended by an Amendment of Designation assented to on June 28, 2016 and accepted by the Minister by Ministerial Order No. 2016-045 on September 19, 2016, which Amendment of Designation and Ministerial Order were registered in the Indian Lands Registry under No. 6094852 (collectively the "**Designation**").
- C. Pursuant to the Designation, the Lands were leased from Her Majesty to Tsuut'ina Land Development Limited Partnership ("**Original Lessee**"), pursuant to a lease between Her Majesty and the Original Lessee and registered in the Indian Lands Registry under Registration No. ● (the "**Lease**").

- D. The Lease was assigned from the Original Lessee to the Lessee pursuant to an assignment of lease dated ● and registered in the Indian Lands Registry under Registration No. ●.
- E. As security for money loaned or to be loaned from time to time to the Lessee by the Lender (such loan, as amended, extended, restated, supplemented and replaced, from time to time is hereinafter referred to as the "**Loan**"), the Lessee has agreed to mortgage, charge and assign to and in favour of the Lender all right, title and interest of the Lessee from time to time in and to the Lands and the Premises pursuant to a mortgage to be registered in the Indian Lands Registry in favour of the Lender in the form attached hereto as Schedule "A", as amended, restated and replaced from time to time with the consent in writing of Her Majesty in accordance with the Lease (the "**Mortgage**").
- F. At the request of the Lender, the Lessee and the Nation, Her Majesty has agreed to enter into this Agreement.

NOW THEREFORE for valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties hereto), the parties hereto agree as follows:

1. RECITALS

Each of the parties hereto acknowledges, agrees, represents and warrants that:

- (a) the foregoing recitals pertaining to it are true and correct, both in substance and in fact; and
- (b) it has the authority to enter into this Agreement and to perform all of the covenants and agreements contained herein and such covenants and agreements are legally binding obligations upon it.

2. DEFINITIONS

In this Agreement:

- (a) except where the context may otherwise require, all references to the singular include the plural and vice versa; and
- (b) capitalized terms not defined in this Agreement will have the meanings assigned thereto in the Lease.

3. STATUS OF LEASE

- (a) Each of Her Majesty, the Nation and the Lessee represents, warrants and confirms to the Lender that:
 - (i) subject to this Agreement, the Lease constitutes the entire agreement between Her Majesty and the Lessee with respect to the Premises and the Lease is unmodified, in writing or otherwise, and is in full force and effect;
 - (ii) the Lease is enforceable in accordance with its terms against Her Majesty, subject to:

- (A) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and
 - (B) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court; and
- (iii) as of the Commencement Date, the Lease created a valid leasehold interest in the Premises for the Term, subject only to:
- (A) those third party encumbrances listed in the definition of the Lands set out in the Lease, but only to the extent such encumbrances constituted valid and enforceable encumbrances against the Lands; and
 - (B) any other encumbrance or right, existing as of the Commencement Date, given for, or attaching to, the Premises except rights granted by Her Majesty prior to the Commencement Date which cause material interference with the Lessee's use of or right to use the Premises in accordance with the terms of the Lease, or would materially reduce the value of the Lessee's leasehold interest therein.

As of the Commencement Date, Her Majesty was not aware of any other existing encumbrance or right consented to or granted by Her Majesty or through any interest granted by Her Majesty, given for or attaching to the Premises, other than those third party encumbrances or rights listed in the definition of the Lands set out in the Lease.

- (b) The Nation represents, warrants and confirms to the Lender that the encumbrances registered in the Indian Lands Registry as of the Commencement Date given for or attaching to the Premises, as referred to in section 3(a)(iii)(A) were:
- (i) ● **[Encumbrances registered as of the Commencement Date to be listed.];**
- (c) The Lessee and the Nation represent, warrant and confirm to the Lender that, as of the date of execution of this Agreement by the Lessee and the Nation, respectively, the following encumbrances are registered against the Premises subsequent to the Lease in the Indian Lands Registry:
- (i) ● **[Encumbrances registered after the Commencement Date to be listed.];**
- (d) The Lessee represents and warrants to the Lender that as of the date hereof:
- (i) the Lessee is not in default of any covenant, agreement, condition or provision contained in the Lease;
 - (ii) the Lessee is not aware of any facts or circumstances existing as at the date hereof which with the passage of time or the giving of notice or both would constitute a default under the Lease; and

- (iii) there have been no assignments, transfers or mortgages of the Lease to any Person other than as set out in the Recitals above.
- (e) Her Majesty represents and warrants to the Lender that as of the date hereof:
 - (i) Her Majesty is not in default of any covenant, agreement, condition or provision contained in the Lease;
 - (ii) Her Majesty is not aware of any facts or circumstances existing as at the date hereof which with the passage of time or the giving of notice or both would constitute a default under the Lease; and
 - (iii) Her Majesty has not consented to, nor is Her Majesty aware of, any assignments, transfers or mortgages of the Lease to any Person other than as set out in the Recitals above. Her Majesty's confirmation in this section 3(e)(iii) only relates to assignments, transfers or mortgages of the Lease and does not relate to any assignments, transfers or mortgages granted by sublessees.
- (f) Her Majesty agrees with the Lender that Her Majesty will, at any time and from time to time, upon not less than 35 days' prior written notice from the Lender (or such longer period as may be reasonably required by Her Majesty with respect to any matters not specifically set out in Appendix F to the Lease) issue an estoppel certificate in the form of Appendix F to the Lease, and addressing such other matters relating to the status of the Lease as the Lender may require, acting reasonably, provided that the Lender may only request an estoppel certificate in the event of a default, or a default suspected by the Lender, acting reasonably, under any of the Lease, the Loan, the Mortgage or related documentation, or if the Loan or Mortgage is being assigned or transferred, amended, renewed or restated.

4. NOTICE OF MORTGAGE

The Lender hereby gives to Her Majesty, the Nation and the Lessee notice of the Mortgage.

5. HER MAJESTY'S CONSENT

- (a) Subject to and without limiting the provisions of this Agreement and the Lease, Her Majesty consents to the Mortgage, including the execution and delivery of the Mortgage, solely as the Mortgage relates to the right, title and interest of the Lessee in the Premises pursuant to the Lease.
- (b) Without limiting any other provisions of this Agreement, this consent is not to be deemed to be approval or disapproval by Her Majesty of any of the specific terms of the Mortgage.
- (c) Her Majesty's consent does not ensure that the Mortgage can be registered in the Indian Lands Registry or the Provincial Land Titles Office.

6. ACKNOWLEDGEMENTS OF HER MAJESTY, THE NATION AND THE LESSEE

- (a) Her Majesty hereby acknowledges and agrees to and with the Lender that the Lender is an Approved Mortgagee in accordance with the terms of the Lease and is entitled to all the rights and benefits thereof under the Lease, and Her Majesty

agrees to give any notices delivered by Her Majesty in accordance with sections 17.2, 17.3, 18.2 or 19.1 of the Lease to the Lender at the address of the Lender set forth in section 15 hereof.

- (b) Her Majesty hereby acknowledges and agrees to and with the Lender that Her Majesty's consent is not required to the enforcement by the Lender of its rights and remedies under the Mortgage, other than any requirements for any assignment of the Lease in accordance with the terms of the Lease and with the consent of Her Majesty, acting reasonably thereunder.
- (c) The Lessee hereby acknowledges and agrees to and with the Lender that the Lender is an Approved Mortgagee in accordance with the terms of the Lease and is entitled to all the rights and benefits thereof under the Lease, and the Lessee agrees to give to the Lender to the address of the Lender set forth in section 15 hereof:
 - (i) any notices received by the Lessee in connection with the Lease, including without limitation any notices received by the Lessee from Her Majesty pursuant to sections 3.3.2, 5.5, 6.1.7, 15.4.3, 15.5.2, 17.2, 17.3, 18.2, 19.1, 22.3, 23.2 or 24.9.2 of the Lease; and
 - (ii) any notices given by the Lessee in connection with the Lease, including without limitation under sections 6.1.4.1, 6.5.3, 11.7, 12.1.2, 15.4.2, 22.3, 23.2 or 24.9.2 of the Lease.
- (d) The Lessee and the Nation hereby acknowledge and agree to and with Her Majesty and the Lender that there is no partnership, joint venture or principal and agent relationship between Her Majesty and either of the Lessee or the Nation under the provisions of the Lease or otherwise. The Lessee and the Nation hereby further agree that they will neither advance nor authorize to be advanced and hereby consent to being estopped from advancing any claim based upon or that would in law be predicated on the existence of any partnership, joint venture or principal and agent relationship between Her Majesty and either the Lessee or the Nation under the provisions of the Lease or otherwise.

7. ACKNOWLEDGEMENTS OF THE LENDER

The Lender, in its capacity as a Mortgagee under the Mortgage, and, in the case where the Mortgage is created by way of trust indenture, as duly authorized representative of any and all bond holders or beneficiaries of the trust thereunder, agrees that:

- (a) The Lender will neither advance nor authorize to be advanced and hereby consents to being estopped from advancing any claim based upon or that would in law be predicated on the existence of any partnership, joint venture or principal and agent relationship between Her Majesty and the Lessee under the provisions of the Lease or otherwise.
- (b) The Lender accepts and agrees that Her Majesty has no obligations whatsoever towards the Lender under the Mortgage or otherwise, to in any way perform or be in any way responsible for any of the Lessee's obligations to the Lender under the Mortgage or otherwise and that Her Majesty is not under any obligation to remedy any default of the Lessee under the Mortgage or otherwise.

- (c) Without waiver of any rights the Lender may have as a Mortgagee and without waiving or derogating from any obligations of Her Majesty to the Lessee which may exist under the Lease, the Lender has no right and will make no claim that Her Majesty is or may be liable to pay or make any contribution in respect of the Lessee's obligations under the Lease, the Mortgage or any other agreement between the Lessee and the Lender or any default of the Lessee in respect thereto whether under the Lease, the Mortgage or any other agreement between the Lessee and the Lender whether in contract, tort or in any other way either at law or in equity.
- (d) Without limiting the terms of this Agreement, the Mortgage is expressly subject to the Lease and Her Majesty's rights under the Lease.
- (e) Neither the Mortgage nor this Agreement constitute an amendment of any terms of the Lease.
- (f) The Lender will provide written notice to Her Majesty and the Lessee upon enforcing its security under the Mortgage or taking possession of the Premises.
- (g) If the Lender becomes a mortgagee in possession of the Premises, or an assignee of the Lease in the course of the exercise of its rights or remedies under the Mortgage or is an assignee pursuant to an order of the court in a realization, enforcement or foreclosure proceeding, or otherwise assumes or becomes liable for any debts or obligations of the Lessee under the Lease in the course of the exercise of its rights and remedies under the Mortgage or other security documents executed in connection therewith, or otherwise available to it at law, then the Lender will perform and observe all the Lessee's and the Lender's (as a Mortgagee) obligations, covenants and agreements under the Lease; however
 - (i) section 17.1 of the Lease will not apply to the Lender; and
 - (ii) the Lender, upon subsequent assignment consented to by Her Majesty acting reasonably, will not be liable for any obligations of the Lessee under the Lease which arise after the date of the subsequent assignment.
- (h) On the earliest of the following events:
 - (i) termination of the Lease in accordance with the terms of the Lease (provided that Her Majesty has complied with Her Majesty's obligations under sections 6(a), 9 and 11 of this Agreement);
 - (ii) expiration of the Term;
 - (iii) assignment of the Lessee's interest in the Lease in the course of a realization unless the Mortgage is assumed by the assignee; or
 - (iv) when the Loan is irrevocably paid in full and all credit facilities and accommodations secured by the Mortgage have been irrevocably terminated,

the Lender will execute a discharge or release of the Mortgage from the interest of the Lessee in the Lease, register the release or discharge in the Indian Lands