

## AMENDMENT TO LEASE

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

BETWEEN:

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

hereinafter referred  
to as the "LESSOR"

- and -

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

hereinafter referred  
to as the "LESSEE"

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

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

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

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

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

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

annual revenue;

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

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

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

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

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

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

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

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

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

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

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

remedied such default within ninety (90) days of the mailing of the said notice. If such default shall not have been remedied within the ninety (90) days referred to above, it shall be lawful for the Lessor, without further notice, to declare the term ended and this lease terminated and thereupon this agreement and everything it contains and the estate or term, shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken provided that the Lessor shall nevertheless be entitled to recover from the Lessee the rent then accrued, or accruing, and moreover that any right of action by the Lessor against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this lease shall not be prejudiced. Provided that the Lessor agrees to replace, on the request of any sublessee affected by such termination, any sublease in good standing, by a lease for the balance of the unexpired term of such sublease which lease shall contain terms and conditions as to carry out the intent of the sublease."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED, in the presence of:

[Signature]  
Witness to the signature of:

[Signature]  
Minister of Indian Affairs and Northern Development

SARCEE DEVELOPMENTS LTD.  
PER: [Signature] Pres.  
PER: [Signature] Treas.  
PER: [Signature]  
PER: [Signature] V.P.  
PER: [Signature]

(C/S)

Band Council Resolution

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

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

Chief Gordon K. Swabell Seal  
Councillor Doni Lunn Seal  
Councillor Alva Crowstall Seal  
Councillor Fred E. Wright Seal  
Councillor Victor Standish Seal  
Councillor Regina Crowstall Seal  
Councillor \_\_\_\_\_ Seal  
Councillor \_\_\_\_\_  
Councillor \_\_\_\_\_  
Councillor \_\_\_\_\_  
Councillor \_\_\_\_\_  
Councillor \_\_\_\_\_  
Councillor \_\_\_\_\_

TO THE WITHIN AGREEMENT <sup>REG. NO. 41168</sup>  
DATED FEBRUARY 4<sup>TH</sup>, 1977

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L E A S E

BETWEEN:

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

and

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



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

BETWEEN:

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

hereinafter referred to  
as the "LESSOR",

- and -

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

hereinafter referred to  
as the "LESSEE".

#### Article I

##### Recitals

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

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

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

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

Article II

Definition and Interpretation

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

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

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

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

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

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

Article III

Lease and Term

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

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

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

#### Article IV

##### Payment of Rent

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

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

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

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

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Article V

Permitted Uses

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

Article VI

Payment of Taxes

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

Article VII

Subletting and Assigning and Encumbering

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

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

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

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

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

#### Article VIII

##### Default

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

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

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

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

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

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

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

Article IX

Indemnity

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

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



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

Article X

Insurance

Section 10.01. That the Lessee shall

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

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

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

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

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

Article XI

Changes and Alterations

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

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

Article XII

Nuisance, etc.

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

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

Article XIII

Notice

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

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

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

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

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

Article XIV

Surrender of Land and Buildings

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

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

Article XV

Books and Records

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

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

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

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

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

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

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

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

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

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

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

#### Article XVI

##### Miscellaneous.

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



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

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

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

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

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

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

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

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

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

IN WITNESS the Minister

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

SIGNED, SEALED AND DELIVERED

in the presence of

Ralph Stewart Judith Boucher (seal)

Witness as to the signature of

[Signature]

Minister of Indian Affairs and Northern Development

SARCEE DEVELOPMENTS LTD.

per: Violet Crowchild  
Violet Crowchild

per: Robert Dodginghorse  
Robert Dodginghorse

per: Clifford Big Plume  
Clifford Big Plume

per: Arnold Crowchild  
Arnold Crowchild

(Corporate Seal)

Indian and Northern Affairs - Affaires Indiennes et du Nord

Chronological No. - Numéro chronologique

#164  
File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

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

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

WE HEREBY RESOLVE:  
NUS DECIDE, PAR LES PRÉSENTES:

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

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

(Chief - Chef)

*Lawrence Whitney*  
(Councillor - conseiller)  
*Jim Power*  
(Councillor - conseiller)  
*Rainie Condit*  
(Councillor - conseiller)  
*Fred English*  
(Councillor - conseiller)

(Councillor - conseiller)  
(Councillor - conseiller)  
(Councillor - conseiller)  
(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code de compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Ind. Sec. Act. Sec. Act. de la Loi sur les Indiens	5. Source of Fund Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> R
	A. Capital	B. Revenue - Revenu			
\$	\$	\$			

6. Recommended - Recommandable

Approved - Approuvé

Indian and Northern Affairs Affaires indiennes et du Nord

BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro consécutif
#364
File Reference - N° de réf. du dossier

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

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

I HEREBY RESOLVE:  
J'ARRÊTE, PAR LES PRÉSENTES:

PAGE 2:

THAT IF THIS SURRENDER IS NOT ACCEPTABLE TO THE BAND, THE BAND COUNCIL MAY REQUEST THAT THE SURRENDER GIVEN ASSENT BY THE BAND ON MARCH 3, 1975 SHALL REMAIN.

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

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
Band Fund Code Code de compte de fonds	7. COMPUTER BALANCES - SOLDES D'ORDONNATEUR		8. Expenditure Dépenses	4. Authority - Autorité Indian Act 552 Act. 5-1-1 Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue - Revenu			
\$	\$	\$			
Recommended - Recommandé	Approved - Approuvé		Date		

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

Refer to File Number  
772/32-1-12

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT  
INDIAN AFFAIRS BRANCH

KNOW ALL MEN BY THESE PRESENTS THAT WE,

the undersigned Chiefs and Councillors of

THE SARCEE BAND OF INDIANS.

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

SEVENTY-FIVE (75) YEARS

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

- Lot 1 as shown on C.L.S.R. Plan 57673
  - Lot 3 as shown on C.L.S.R. Plan 57674
  - Lot 4 and Road as shown on C.L.S.R. Plan 57676
  - Lots 6, 7 and 8 as shown on C.L.S.R. Plan 57814
- and,

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

SCHEDULE "A"

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

Commencing at a point on the east boundary of the said Section 13, said point lying 161 (one hundred and sixty-one) feet south of a D.L.S. Standard post marking the N.E. corner of the said section,  
thence westerly parallel to the north boundary of the said section a distance of 2,000 (two thousand) feet to a point,  
thence southerly parallel to the said east boundary a distance of 3,267 (three thousand, two hundred and sixty-seven) feet to a point,  
thence easterly perpendicular to the said east boundary a distance of 2,000 feet more or less to the said east boundary of the said section 13,  
thence northerly along the said east boundary to the point of commencement, containing by admeasurement 150 acres more or less. To be confirmed by legal survey.