

Registered Mail

March 29, 2012

Suncor Energy Products Inc. 2489 North Sheridan Way Mississauga, ON L5K 1A8

File No: 107-10-2

Attention:

Commissioner's Land Lease 20033T Proposed Transfer of Land to the Hamlet of Enterprise

The Hamlet of Enterprise wants to take a more active role in administering the land within its municipal boundaries. Recently, the Hamlet submitted an application for some 547.8 hectares of vacant Commissioner's Land to be transferred to the Hamlet, in fee simple title.

The Hamlet is also interested in obtaining ownership of 34 parcels of Commissioner's Land that are subject to active leases between the Commissioner of the Northwest Territories (currently administered by the Department of Municipal and Community Affairs (MACA)) and private individuals and/or businesses. The Hamlet believes that so long as a community government is willing and able to administer land, it should do so for the benefit of its residents.

One such lease that MACA administers on behalf of the Commissioner is issued to you. While MACA supports the Hamlet in its desire to administer land within its municipal boundaries, it cannot unilaterally agree to transfer the land you lease to the Hamlet without your consent. The lease is a legally binding contract between you and the Commissioner and before any transfer can take place you will have to: 1) agree to the transfer of the land from the Commissioner to the Hamlet; and 2) consent to an assignment of the lease from the Commissioner to the Hamlet.

If you agree to have your leased parcel transferred to the Hamlet and you consent to an assignment of your lease, then the Hamlet will become your new landlord, and will administer your lease under the terms and conditions contained in the existing lease until it expires, or until such time as you and the Hamlet agree to other terms and conditions or alternate forms of tenure.

.../2

If you do not agree to the transfer of your parcel of Commissioner's Land to the Hamlet and do not consent to the assignment of your lease, then MACA will continue to be your landlord and will administer the land under your existing lease terms and conditions, as may be amended from time-to-time.

-2-

Please sign the "Consent to Transfer and Assignment of Lease" form below, indicating whether you <u>consent</u> or <u>do not consent</u> to the proposed transfer of the land and the subsequent assignment of your lease to the Hamlet. For your convenience, we have attached two original copies. Please keep one for your records and return the "Consent to Transfer and Assignment of Lease" to my attention by fax to (867) 872-6526, by email to <u>gwen mercredi@gov.nt.ca</u>, or by regular mail to Box 127, Fort Smith NT XOE 0P0, at your earliest convenience.

Sincerely,

Gwen Mercredi Senior Land Officer

CONSENT TO TRANSFER AND ASSIGNMENT OF LEASE

I hereby agree to the transfer of Lot 2, Block 10, Plan 3982 in the Hamlet of Enterprise, to the Hamlet of Enterprise, and consent to the assignment of Commissioner's Land Lease # 20033T from the Commissioner to the Hamlet of Enterprise.

easeholder on behalf of Mark Hancock Date 2012

I do not agree to the transfer of Lot 2, Block 10, Plan 3982 in the Hamlet of Enterprise, to the Hamlet of Enterprise, and do not consent to the assignment of Commissioner's Land Lease # 20033T from the Commissioner to the Hamlet of Enterprise.

Leaseholder

Date

South Slave Region P.O. Box 127, Fort Smith, NT, X0E 0P0

Northwest Territories Can	nda	
ASSIGNED THIS DAY OF ASSIGNMENT OF LEA		
Department of	A- 100017 FILE NO.: 107-10	T)-2
Municipal and Community Affairs THIS INDENTURE, made in duplicate, the	day of	, 20

BETWEEN

SUNCOR ENERGY INC., a body corporate, amalgamated under the Laws of Canada, having its Head Office at 150-6th Avenue S.W. in the City of Calgary, in the Province of Alberta,

hereinafter called "the assignor" OF THE FIRST PART

AND

SUNCOR ENERGY PRODUCTS INC., a body corporate, incorporated under the Laws of Ontario, having its Head Office at 2489 North Sheridan Way, in the City of Mississauga, in the Province of Ontario,

hereinafter called "the assignee" OF THE SECOND PART

WHEREAS by a LEASE dated the 20th day of December, 1999, and numbered L-20033T made between the Commissioner of the Northwest Territories as lessor and, Suncor Energy Inc., as lessee, the said lessor did demise unto the said lessee the lands herein mentioned to hold from the 1st day of, July, 1997, for a term of (20) years,

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of (\$1.00) dollar now paid by the **assignee** to the **assignor** (the receipt of which is hereby acknowledged) the **assignor** doth hereby grant and assign unto the **assignee**:

Lot 2, Block 10, Plan 3982, in the Hamlet of Enterprise in the Northwest Territories,

together with the residue unexpired of the said term of years, and the said Lease and all benefit and advantage to be derived therefrom.

To have and to hold unto the assignee, subject to the payment of the said rent and the observance and performance of the lessee's covenants and conditions in the said Lease.

The **assignor** covenants with the **assignee** that, notwithstanding any act of the **assignor** the said **lease** is a good, valid and subsisting **lease**, and that the rent thereby reserved has been duly paid up to date and covenants and conditions therein have been duly observed and performed by the **assignor** up to the day of the date hereof.

And that subject to the said rent, and to the **lessee's** covenants and conditions in the said **Lease**, the **assignee** may enter into and upon and hold and enjoy the said **lands** for the residue of the term granted by the said **Lease** and every renewal thereof (if any) for his own use and benefit without any interruption of the assignor or any other person whomsoever claiming or to claim by, through or under him.

And that, notwithstanding as aforesaid, the **assignor** now has in him good right, full power and absolute authority to **assign** the said **lands** and **Lease** in manner aforesaid according to the true intent and meaning of this indenture.

ASSIGNMENT OF LEASE NUMBER A-

And that the **assignor** shall and will from time to time, and at all times hereafter, at the request and the cost of the **assignee**, execute such further assurances of the said **lands** as the **assignee** shall reasonably require.

-2-

And the **assignee** covenants with the **assignor** that the **assignee** shall and will, from time to time during all the residue of the said term granted by the said Lease and every renewal thereof, pay the rent and perform the **lessee's** covenants, conditions and agreements therein respectively reserved and contained, and indemnify and save harmless the **assignor** therefrom and from all actions, suits, costs, loss, charges, damages, and expenses for or in respect thereof.

And it is hereby declared and agreed that this indenture shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, (successors) and assigns, respectively.

And it is further agreed that the "Address for Notices" referred to in the **lease** or subsequent assignments be changed to that of the current **assignee** as follows:

Suncor Energy Products Inc. 2489 North Sheridan Way Mississauga, Ontario L5K 1A8

IN WITNESS WHEREOF the assignor and assignee have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

By

* <u>*</u> *

and By

Of SUNCOR ENERGY INC.

Witness

SIGNED, SEALED AND DELIVERED

By

and By

Of SUNCOR ENERGY PRODUCTS INC.

illing

P	
Assignor	(SEAL)
	1,
Assignor	(SEAL)
	1
)	
Assignee	(SEAL)
Assignee	(SEAL)
))	
)	

NWT 1557/0492

-3-

CANADA

. . .

AFFIDAVIT OF EXECUTION

TO WIT:

I, <u>Catherine MeGillivray</u> of <u>the Town of Milton</u> in <u>the Province of Ontar</u>ia make oath and say:

1. THAT I was personally present and did see Suncor Energy Inc. named as the ASSIGNOR in the instrument attached hereto, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes therein.

2. THAT the same was executed at <u>Mississauga</u> in <u>the Province of Ontario</u> and that I am the subscribing witness thereto.

3. THAT I personally know the said Catherine MCE Ilivian and he/she is in my belief, of the full age of nineteen years.

SWORN before me at MISSISSING in the fail was of on this and day of Afrail A.D. 20() linay A Notary Public in and for Witness to signature of Assignor Pline of on TNYO My Notary Expires: Unin Tor CANADA AFFIDAVIT OF EXECUTION TO WIT: Catherine MCGillivray of the Town of Milton in the Province of Ontaria,

make oath and say:

1. **THAT I** was personally present and did see Suncor Energy Products Inc. named as the **ASSIGNEE** in the instrument attached hereto, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes therein.

2. THAT the same was executed at <u>Mississouga</u> in <u>the Province of Ontario</u> and that I am the subscribing witness thereto.

3. THAT I personally know the said <u>Colherine MCGillivray</u> and he/she is in my belief, of the full age of nineteen years.

SWORN before me at MBSISSARD in the Province of ontwo this day of APRIL A.D. 20 11

-4-

A Notary Public for and in T(-) PROVINCE OF ONTORY-

) <u>6. Herender</u>) Witness to signature of Assignee

OBIGIN.

444

My Notary Expires: Unitim 1500



-, +



AMENDMENT TO LEASE

AL-1000080T File No.: 107-10-2

THIS INDENTURE made in duplicate this 11th day of

, 201

BETWEEN

THE COMMISSIONER OF THE NORTHWEST TERRITORIES,

hereinafter called "the Commissioner" OF THE FIRST PART,

AND

SUNCOR ENERGY INC. a body corporate, amalgamated under the Laws of Canada, having its Head Office at 150-6th Avenue S.W. in the City of Calgary, in the Province of Alberta.

hereinafter called "the Lessee" OF THE SECOND PART,

WHEREAS the Commissioner has demised and leased, to the Lessee, under Lease Number 20033T dated the 20 th day of December, 1999 all that certain parcel of land more particularly described therein as:

All that parcel of land in the Settlement of Enterprise in the Northwest Territories, as shown outlined in red on the sketch annexed hereto and forming part of this lease;

AND WHEREAS the land has been legally surveyed and is shown as Lot Two (2) in Block Ten (10) in the Hamlet of Enterprise of the Northwest Territories on a plan of survey filed in the Land Titles Office for the Northwest Territories at Yellowknife under Number 3982.

NOW THIS INDENTURE WITNESSETH that the parties hereto covenant and agree that Lease No. 20033T be and is hereby amended by revocation of the present description of the land contained in Lease No. 20033T and the substitution of the following therefor:

the whole of Lot Two (2) in Block Ten (10) in the Hamlet of Enterprise in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under Number 3982,

AND WHEREAS the name of the Lessee in Lease No. 20033T has changed to Suncor Energy Inc, a body corporate, amalgamated under the Laws of Canada, having its Head Office at 150-6th Avenue S.W. in the City of Calgary, in the Province of Alberta as per the attached Certified True Copy of the Articles of Amalgamation dated August 1, 2009 between Petro-Canada and Suncor Energy Inc.;

NOW THIS INDENTURE WITNESSETH that the parties hereto covenant and agree that Lease No. **20033T** be and is hereby amended by revocation of the present name of the Lessee contained in Lease No. **20033T** and the substitution of the following therefore;

Suncor Energy Inc., a body corporate, amalgamated under the Laws of Canada, having its Head Office at 150-6th Avenue S.W. in the City of Calgary, in the Province of Alberta,

AL-1000080T

AND the Commissioner and the Lessee agree that all other terms and conditions of the said lease are confirmed.

IN WITNESS WHEREOF the Deputy Minister, Department of Municipal and Community Affairs, on behalf of the Commissioner of the Northwest Territories, and Suncor Energy Inc.;

SIGNED, SEALED AND DELIVERED by in the presence of) THE COMMISSIONER OF NORTHWEST TERRITORIES			
0) PER(SEAL)			
SIGNED, SEALED AND DELIVERED By) <u>Na France</u> (SEAL)) Lessee			
and)			
Of Suncor Energy Inc.)) <u>Lessee</u> (SEAL)			
in the presence of				
L.M.Hilling witness				
AFFIDAVIT OF	WITNESS			
CANADA NORTHWEST TERRITORIES TO WIT:) I, Catherine He Gillivray) of the Town of Hilton) in the Province of Ontario) make oath and say:			
1. I was personally present and did see the within instrument duly signed and executed by the Lessee hereto, for the purposes named herein.				
2. The said instrument was executed at Hississauga in the . Province of Ontaria				
3. I know the said Catherine McGilliuray and that they are each in my belief of the full age of nineteen years.				
SWORN before me at M SSISSOUGH in the FRAINE OF ANTINIO this and day of APPUL A.D. 20 [])))			

)

)

ANotan	y Public in	
	FRONINCE 27	entille

an is enough	
6. ME Gellinay	
Witness	

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, George Fraser of the <u>City of Toronto</u> in the <u>Province of Ontario</u>, make oath and say that:

)

)

)

))

)

- 1. I am an authorized signing authority of Suncor Energy Inc. named in the attached instrument;
- 2. As an authorized signing authority of the corporation, I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at Mississauga in the Province of Ontario this 20th 2011. day of ___ inel A Commissioner, etc.

.

A Fion

Signature

Rosemary Frances Colussi, a Commissioner, etc., Province of Ontario, for Suncor Energy Inc. Expires August 25, 2012.

	Northwest Territories Canada	RECEIVED [SEP.2 3 1999 GNWT - MACA
A - 1100	L-20033T 207# DECOMBER L-20033T File No.: 107 DECOMBER L-20039 107 107 107 107 107 107 107 107	-SK-025
BETWEEN		
THE	COMMISSIONER OF THE NORTHWEST TERRITORIES,	· ·
	hereinafter called " the C OF THE FIR	

AND

PETRO-CANADA, a body corporate, incorporated under the Laws of Canada, having its Head Office at 150-6th Avenue S.W., in the City of Calgary, in the Province of Alberta,

hereinafter called "the Lessee" OF THE SECOND PART,

WITNESSETH that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee to be paid, observed and performed, and subject to the Commissioner's Land Act and the Commissioner's Land Regulations, the Commissioner demises and leases unto the Lessee all that certain parcel or tract of land situate, lying and being in the Northwest Territories and being composed of

all that parcel of land in the Settlement of Enterprise in the Northwest Territories, as shown outlined in red on the sketch annexed hereto and forming part of this lease,

hereinafter called "the land", subject to the reservations and exceptions contained in the Commissioner's Land Act and the Commissioner's Land Regulations and to the following reservations:

a) all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the land together with the full powers to work the same and for the purpose to enter upon, use and occupy the land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;

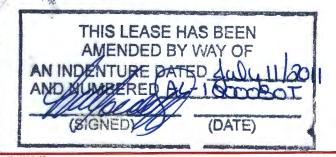
b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the land;

c) all timber that may be on the land excepting what must be removed for the purpose of landscaping or the construction of improvements;

d) the rights to enter upon, work and remove any rock outcrop required for public purposes;

e) such rights of way and of entry as may be required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and

f) the right to enter upon the land for the purpose of installing and maintaining any public utility.



gu v INITIALS.....

LEASE NO .: 20033T

- 2 -

TO HAVE AND TO HOLD for and during the term of Twenty (20) years, commencing on the 1st day of June, 1997, hereinafter called "the effective date".

YIELDING AND PAYING THEREFOR the "total rental" in the sum of Eighteen Thousand, Eight Hundred and Sixty Six (\$ 18,866.00) Dollars (plus applicable taxes). Said "total rental" is to be paid to the Government of the Northwest Territories in full upon the execution of this lease.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DEFINITION

1. In this lease "Deputy Minister" means the Deputy Minister of the Department of Municipal and Community Affairs and any person authorized in writing by the Commissioner to act on behalf of the Deputy Minister.

COMPLIANCE

2. The Lessee agrees in all respects to abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Territorial Government, Municipal Government or any other governing body whatsoever that have been or may be enacted and in any manner affect the said land.

PAYMENT

3. The Lessee shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the land or upon the Lessee in respect thereof.

LATE PAYMENT FEE

4. Where any portion of the rental herein reserved is unpaid, the **Lessee** shall pay a late payment fee as required by the regulations in force at the time under the <u>Financial</u> <u>Administration Act</u> on any lease payments that are in arrears for more than 90 days.

NON-COMPLIANCE

5. Where any portion of the rental herein reserved is unpaid for more than thirty days after it is due, whether formally demanded or not, or where the **Lessee** fails to perform or observe any of the covenants or agreements herein contained, the **Deputy Minister** may by notice in writing terminate this lease, and on the day following the mailing of the notice this lease is terminated.

TERMINATION

6. Termination of this lease shall not prejudice the Commissioner's right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.

INITIALS SU

LEASE NO.: 20033T

- 3 -

SURRENDER

- 7. A) Subject to the rights and interests of any third parties of which notice has been provided to the **Deputy Minister**, the **Lessee** may surrender the **Lessee's** interest under this lease upon giving 60 days notice in writing to the **Deputy Minister**. The **Deputy Minister** may accept such surrender, if the **Lessee**:
 - I. Pays all rental due under this lease to the effective date of the surrender;
 - II. Pays all property taxes, rates and assessments, including interest and penalties thereon, charged upon the land or to the Lessee to the effective date of the surrender;
 - III. Restores the land to a condition satisfactory to the Deputy Minister; and
 - IV. Provides the **Deputy Minister** with an executed Surrender of Lease in a form approved by the **Deputy Minister**.

B) The effective date of the surrender of the Lessee's interest under this lease is the date the **Deputy Minister** accepts such surrender by executing the Surrender of Lease form.

SURVEY

8. The boundaries of the land are subject to such adjustment and alteration as may be shown to be necessary by survey.

LAND USE

9. The Lessee shall use the land for Commercial purposes only.

CONSTRUCTION

10. The **Lessee** shall construct the following improvements on the land; Truck Fueling Cardlock which shall have a market value of not less than Two Hundred and Fifty Thousand (\$ 250,000.00) Dollars. Construction of the said improvements shall commence within Six (6) months of the effective date of this lease, and shall be completed within Twenty Four (24) months of the effective date of this lease.

NON-CONSTRUCTION

11. The **Deputy Minister** may terminate this lease for failure to commence or complete construction of the improvements within the time required by Clause #10 of this lease or for failure to conform to local bylaws, construction standards or regulations.

BUILDING SET-BACKS

12. The **Lessee** shall not erect on the land any building or structure nearer than a distance of Six (6) metres from any boundary of the land fronting on any street or road or nearer than a distance of Six (6) metres from any boundary of the land not fronting on a street or road.

SEWAGE TANKS

13. The **Lessee** shall provide, at the **Lessee's** own expense, a tank adequate for the storage and pump-out of sewage.

EQUITY

14. Upon receipt of payment in full of the "total rental", including any interest owing, annual rental of One (\$1.00) Dollar per annum shall be considered as paid for the balance of the term.

INITIALS Sed

LEASE NO.: 20033T

- 4 -

PARTIAL REFUND OF EQUITY

15. Upon the surrender or termination of this lease, and subject to the provisions of Clause #17, the **Deputy Minister** may refund a portion of any equity the **Lessee** has accumulated pursuant to this lease. Such a refund of equity shall be based on the principal portion of total rental paid by the **Lessee** during the term of this Lease. The refund of equity shall be subject to a deduction for rent for the use of the land by the **Lessee**. The rental deduction will be the higher amount of the following:

- a) whether the lease is surrendered or terminated, \$600.00 per year, calculated from the effective date of this lease to the date of acceptance of the surrender of the lease or the date of termination of the lease; or
- b) (i) if the lease is surrendered, 10% of the accumulated principal portion of total rental paid by the Lessee as at the date of the acceptance of the surrender of the lease or 10% of the total rental set out herein, whichever is less;

(ii) if the Lease is terminated, 20% of the accumulated principal portion of the total rental paid by the Lessee as at the date of termination of the Lease or 20% of the total rental set out herein, whichever is less.

16. Notwithstanding the foregoing, any refund of equity which may be payable to the Lessee hereunder, will be subject to the right of offset by the Deputy Minister against the Lessee for any outstanding rental due and owing and any other costs for which the Lessee is liable pursuant to the terms and provisions of this lease.

REMOVAL OF IMPROVEMENTS

17. If, prior to the expiry of this lease, the Lessee removes 50% or more of any improvements placed on the land by the Lessee or the Lessee's predecessor, the Deputy Minister may, upon 60 days written notice, terminate this lease without compensation or refund of any equity to the Lessee.

LAND FILL

18. On the expiry of this lease, the Lessee may sever and remove from the land all structures, fixtures, and improvements, saving and excepting the following: all and any land fill, and without restricting the generality of the foregoing, in the form of soil, topsoil, sod, clay, sand, gravel, rock, crushed rock, glacial till, concrete, grout, asphalt, or any combination thereof, which during the said term were affixed or placed at the Lessee's expense on the land.

RESTORATION

19. On the termination or expiry of this lease, the Lessee shall deliver up possession of the land in a condition satisfactory to the Deputy Minister.

EASEMENTS

20. The **Commissioner** may, where the **Deputy Minister** deems it necessary in the public interest, establish easements through, under or over any portion of the land for any public utility purpose, but said easements shall not unreasonably interfere with the rights granted to the Lessee hereunder or with any improvements made by the Lessee on the land.

ROAD CONSTRUCTION

21. The Commissioner may re-enter and occupy any portion of the land for construction of roads or other public works, but such construction shall not unreasonably interfere with the rights granted to the Lessee hereunder, or with any improvements made by the Lessee on the land.

INITIALS SUL

LEASE NO.: 20033T

- 5 -

ENVIRONMENT

22. Notwithstanding anything herein to the contrary, the Lessee shall, at all times, keep the land in a condition satisfactory to the Deputy Minister.

SUBLEASE REQUIREMENT

23. The **Lessee** shall not sublet the land without the consent of the **Deputy Minister** in writing.

ASSIGNMENT REQUIREMENT

24. The Lessee shall not assign this lease without the consent of the Deputy Minister in writing.

TIME

25. Time shall be of the essence in this agreement.

WAIVER

26. Unless a waiver is given in writing by the **Deputy Minister**, the **Commissioner** shall not be deemed to have waived any breach by the **Lessee** of any of the covenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.

IMPLICATION

27. No implied covenant or implied liability on the part of the Commissioner is created by the use of words, "demise and lease" contained herein.

SURVIVORSHIP

28. This lease enures to the benefit of and is binding upon the Commissioner and the Commissioner's successors, and upon the Lessee, the Lessee's heirs, executors, administrators and assigns.

ADDRESS FOR NOTICES

29. Wherever in this lease it is required or permitted that notice or demand be given or served by any party to this lease to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the Deputy Minister:

Deputy Minister Department of Municipal and Community Affairs Government of the Northwest Territories #500, 5201 50th Avenue YELLOWKNIFE, NT X1A 3S9

To the Lessee at:

Petro-Canada Attn: General Manager, Sales and Distribution P.O. Box 2844 Calgary, AB T2P 3E3

or to such other address as either of the parties may from time to time notify the other in writing in the manner hereinbefore provided.

INITIALS Scul by

LEASE NO .: 20033T

- 6 -

IN WITNESS WHEREOF the parties have executed this lease agreement as of the date and year first above written.

)

)

SIGNED, SEALED AND DELIVERED by

THE COMMISSIONER OF THE NORTHWEST TERRITORIES

Lessee A 9610

TAE

PER SEAL)

STABT

(SEAL)

SIGNED, SEALED AND DELIVERED by the DESIGNATED SIGNING OFFICER and by the ASSISTANT SECRETARY

of Petro-Canada



