

## CARBON SEQUESTRATION AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**")

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by the  
Minister of Energy and Minerals ("**Alberta**")

- and -

**LEGAL NAME OF AGREEMENT HOLDER** ("**Agreement Holder**")

Hereinafter, each a '**Party**' and collectively the "**Parties**"

WHEREAS:

- A. Alberta posted two rounds of Requests For Full Project Proposals For Carbon Sequestration Hubs dated December 2, 2021 & March 3, 2022 (each, an "**RFPP**" and collectively, the "**RFPPs**") for the purpose of engaging with companies to develop and operate a carbon sequestration hub in Alberta.
- B. The Agreement Holder and Alberta entered into a carbon sequestration evaluation agreement on [DATE] ("**Evaluation Agreement**") to evaluate, define and establish the suitability and capacity of the identified area of interest for a future carbon sequestration hub.
- C. Alberta has accepted the Agreement Holder's application under an Evaluation Agreement to enter into a sequestration agreement. Alberta and the Agreement Holder agree that the Agreement Holder shall commence the process to develop, and operate a carbon sequestration hub that will enable sequestration of commercial volumes of captured carbon dioxide in accordance with the plan set out as part of the Agreement Holder's application (the "**Hub Development Plan**") and attached hereto as Schedule "B".
- D. The Agreement Holder and Alberta have agreed that this carbon sequestration hub will enable and govern open access to the hub, and payment of just and reasonable charges for the hub by Clients seeking to sequester captured carbon dioxide within the subsurface pore space in accordance with the design described in the Agreement Holder's Hub Development Plan.
- E. The Agreement Holder and Alberta further acknowledge and agree that 'open access' is a fundamental requirement of the carbon sequestration hub and as such, it is imperative that the Agreement Holder's project be designed and constructed to optimize utilization of the subsurface pore space, to support any infrastructure interconnection that may be necessary to permit the Alberta emissions market access to the Agreement Holder's sequestration facilities, and to ensure that there is a mechanism for the fair and timely resolution of disputes between the Agreement Holder, its Clients, and its prospective Clients.
- F. This agreement is entered into under the authority of section 9 and section 116 of the *Mines*

*and Minerals Act.*

NOW THEREFORE in consideration of the following, the Parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

1. Except as defined in this Article, in this agreement, all Capitalized Terms shall have the meanings ascribed to them under the *Mines and Minerals Act*, RSA 2000, c. M-17, the *Pipeline Act*, RSA 2000, c P-15, the *Oil and Gas Conservation Act*, RSA 2000, c O-6, *Interpretation Act*, RSA 2003 and the *Responsible Energy Development Act*, SA 2012, c R-17.3, as each may be amended, substituted or replaced from time to time, including regulations and rules thereunder, unless otherwise defined herein:
  - (a) “**Additional Term**” or “**Additional Terms**” is defined in Article 4;
  - (b) “**Business Day**” means 8:15 am to 4:30 pm in the Province of Alberta from Monday through Friday excluding holidays observed by Alberta;
  - (c) “**Client**” means any legal entity other than the Agreement Holder who wishes to sequester captured carbon dioxide within the Location and who seeks to enter into a commercial arrangement with the Agreement Holder for that purpose;
  - (d) “**CSTR**” means the *Carbon Sequestration Tenure Regulation* (A.R. 68/2011), as amended, substituted or replaced from time to time;
  - (e) “**Enactments**” means any relevant legislation, including any acts, regulations, rules, directives, guidelines and by-laws as amended, substituted or replaced from time to time;
  - (f) “**Hub Development Plan**” means the development plan submitted by the Agreement Holder in its application to obtain this Sequestration Agreement, dated [DATE OF APPLICATION], as may be amended, substituted or replaced from time to time;
  - (g) “**Initial Term**” is defined in Article 4;
  - (h) “**Location**” means, pursuant to Article 6, the subsurface area or areas underlying the surface area of the lands described in Schedule A, and as amended, substituted or replaced from time to time;
  - (i) “**Minister**” means the Minister of Energy and Minerals of the Province of Alberta, or his successor;
  - (j) “**MMA**” means the *Mines and Minerals Act*, RSA 2000, c. M-17, as amended, substituted or replaced from time to time;
  - (k) “**MMAR**” means the *Mines and Minerals Administration Regulation* (A.R. 262/1997), as amended, substituted or replaced from time to time;
  - (l) “**Regulator**” means the Alberta Energy Regulator or AER;

## ARTICLE 2: INTERPRETATION

1. The headings of the Articles of this agreement are for convenience of reference only and do not affect the meaning or construction of this agreement.
2. In this agreement, a reference to the MMA or to any other Act of the Legislature of Alberta shall be construed as a reference to:
  - (a) that Act, as amended from time to time;
  - (b) any replacement of all or part of the Act from time to time enacted by the Legislature, as amended from time to time; and,
  - (c) any regulations, orders, directives, by-laws or other subordinate legislation from time to time made under any enactment referred to in clause (a) or (b), as amended, substituted or replaced from time to time.
3. Terms defined in the MMA, whether or not capitalized, have the same meaning in this agreement, unless otherwise required by the context in which they have been used, or unless otherwise defined in this agreement.
4. For clarity, this agreement is an agreement as defined in section 1(1)(a) and under Part 9 of the MMA.
5. Whenever the singular, masculine or neuter is used in this agreement, the same will be construed as meaning plural or body politic or corporate and vice versa where the context so requires.
6. Unless otherwise specified, all references to money in this agreement are in Canadian dollars.
7. The following Schedules are attached to and form part of this agreement:  

Schedule A	Location
Schedule B	Hub Development Plan
8. In the case of conflicts or inconsistencies between this agreement and the Schedules, the documents shall take precedence and govern in the following order:  

The body of this agreement
Schedule A
Schedule B
9. This agreement is not intended to and does not: (a) contemplate either Party acting as the agent of the other for any purpose, or create any relationship of agency; (b) constitute or create any joint venture; (c) constitute or create any partnership; or (d) constitute the relationship of landlord and tenant; and neither Party shall allege or assert for any purpose that this agreement constitutes or creates a relationship of agency, joint venture, partnership, or landlord and tenant.

### **ARTICLE 3: APPLICATION OF AND COMPLIANCE WITH LEGISLATION**

1. This agreement is made and entered into pursuant to section 9 and section 116 of the MMA.
2. The Agreement Holder acknowledges that it is obligated to comply with all relevant Enactments and any applicable Orders, Directives and Rules of the Regulator.
3. The Agreement Holder agrees to obtain and maintain all necessary licences, permits, approvals, or other consents required pursuant to the legislation applicable to activities contemplated pursuant to the rights granted under this agreement, prior to commencing and during such activities, and regarding surface access to the Location, as such legislation may be amended from time to time. The Parties agree and acknowledge that obtaining all such licences, permits, approvals, or other consents constitutes a condition precedent to the exercise of rights granted to the Agreement Holder under this agreement and that any failure to maintain these represents a fundamental breach of this agreement.
4. The Agreement Holder further acknowledges and agrees that it shall be obligated, at its sole expense, to undertake any and all closure, abandonment and post-injection activities as may be required by any applicable Enactments, or as may be stipulated to be conditions or requirements of any approvals, authorizations, licenses or permits issued by the Regulator.

### **ARTICLE 4: INITIAL TERM AND ADDITIONAL TERMS**

1. The term of this agreement is fifteen (15) years from the Effective Date of this agreement (“**Initial Term**”).
2. The Initial Term of this agreement may be renewed for additional fifteen (15) year periods (such further periods being each an “**Additional Term**” and collectively, the “**Additional Terms**”) subject to the submission of the following within three (3) years prior to the expiry of the Initial Term or any subsequent Additional Term:
  - (a) an application for extension in accordance with Section 11 of the CSTR and any applicable Enactments, or which is in a form that is otherwise satisfactory to the Minister;
  - (b) evidence satisfactory to the Minister that the Agreement Holder holds all approvals, permits, and licences required to be issued by the Regulator to authorize the Agreement Holder’s ongoing activities in the Location; and,
  - (c) any other additional information as required by the Minister.
3. Upon provision by the Agreement Holder of the information and evidence set out in Article 4(2) above, and upon demonstration to the satisfaction of the Minister that the Agreement Holder and this Agreement remain in good standing, that the Agreement Holder is in compliance with its obligations under this Agreement and its Hub Development Plan, and that sequestration activities have commenced and are ongoing within the Location, the Minister’s consent to the application for Additional Terms shall not be unreasonably withheld. The Minister shall utilize best efforts to render its decision on consent to the Agreement Holder’s application for Additional Terms within six (6) months of receipt of the

information set out in Article 4(2).

4. Notwithstanding the fact that lands may be added or removed at different times pursuant to Article 6 below, this agreement shall have a single anniversary date (whether Initial Term or Additional Term) and such anniversary shall apply to all areas in the Location (as defined in Article 6 below) which may form part of this agreement from time to time.

#### **ARTICLE 5: GRANT**

1. Subject to the terms and conditions of this agreement, and any restrictions identified in Schedule A, Alberta grants the Agreement Holder the right to drill wells, conduct evaluation and testing and inject captured carbon dioxide into deep subsurface reservoirs within the Location for the purposes of sequestration.
2. This agreement does not grant the right to win, work or recover any minerals or geothermal resources found within the Location, and the Agreement Holder shall take reasonable steps to conserve minerals and geothermal resource found within the location by ensuring recovery of the minerals and geothermal resource is impaired only to the extent necessary to conduct approved sequestration activities.

#### **ARTICLE 6: LOCATION**

1. The Agreement Holder may apply to the Minister to modify the area of the Location if the Minister receives from the Agreement Holder:
  - (a) an application in the form that is satisfactory to the Minister;
  - (b) in the case of an increase in area, evidence satisfactory to the Minister that any additional area requested in the application is suitable and required for use for the sequestration of captured carbon dioxide; and,
  - (c) any other additional information as required by the Minister.
2. The Minister may, upon giving notice in writing, modify, increase or decrease the areas or size of the Location. The Minister's discretion to modify, increase or decrease the size of the Location under this agreement, in accordance with this Article 6(2) shall not be exercised capriciously or arbitrarily, and may be exercised where the Minister is of the opinion that such modification is in the public interest, having regard to certain factors including, but not limited to:
  - (a) the pore space is no longer required due to changes in the anticipated amount of CO<sub>2</sub> to be sequestered;
  - (b) operational data presents evidence that (i) areas of pore space in the Location will not be utilized; (ii) the Location should be adjusted to reflect updated modelling of the CO<sub>2</sub> plume; or (iii) the capacity of the pore space within the Location is lower than projected, requiring additional tenure to accommodate sequestration volumes
  - (c) a carbon sequestration hub is being developed in phases and the Agreement holder is transitioning lands that are under an Evaluation Agreement;

- (d) the Agreement Holder has obtained prior written consent of the Minister to modify its Hub Development Plan, requiring changes to the Location; or,
  - (e) the Agreement Holder fails to comply with any Enactments.
3. If the Location is amended under this Article, the amended Schedule A will supersede and replace the original Schedule A, or any previously amended Schedule A.

#### **ARTICLE 7: ISSUANCE FEE AND RENTAL**

1. Alberta acknowledges that the non-refundable issuance fee of \$625.00, and non-refundable rental calculated for the first year of this agreement has been paid by the Agreement Holder to the Government of Alberta. For clarity, this fee and rental is separate from any issuance fee and/or rental paid pursuant to an evaluation agreement under which an application for this agreement was made.
2. Rental for the Initial Term and any Additional Term is due and payable at the rate prescribed in section 20(3.1) of the MMAR.
3. Rental for the Initial Term and any Additional Term of this agreement is calculated and due and payable pursuant to section 20(4) of the MMAR.
4. There shall be no refund of any annual rental or issuance fee paid or abatement of annual rent or issuance fee payable if the area of the Location is decreased and removed from this agreement before the next annual rental is due, or if this agreement is terminated less than one year after an anniversary date.
5. If the area of the Location is increased before the next annual rental is due, the incremental amount of rental is due and payable as of the effective date of the amendment to the Location, and the next annual rental shall be the rental calculated for the amended Location.

#### **ARTICLE 8: OBLIGATIONS**

1. The Agreement Holder shall, in accordance with any relevant Enactments:
  - (a) pay all fees as may be prescribed by or under any relevant Enactments. Without limiting the generality of the foregoing, this includes payments into the Post-closure Stewardship Fund for all carbon dioxide injected into any part of the Location under this agreement;
  - (b) be responsible for the development of all carbon sequestration activities within the Location;
  - (c) establish rates to Clients which are fair and provide for reasonable cost recovery to the Agreement Holder for the relevant infrastructure services and activities. The Agreement Holder shall further provide information to enable Clients and Alberta to understand how rates are set;
  - (d) ensure that the project, as described in the Hub Development Plan, is designed and constructed to optimize utilization of the subsurface pore space to support any

infrastructure interconnection that may be necessary to permit the Alberta emissions market access to the Agreement Holder's sequestration facilities; and,

- (e) ensure completion of all closure, abandonment and post-injection activities which may be required by relevant Enactments, or which may be conditions or requirements of any approvals, authorizations, licenses or permits issued by the Regulator or any other regulatory body.

Where disputes arise between the Agreement Holder and any Client or prospective Client in respect of the Agreement Holder's obligations under this Article, such disputes shall be resolved pursuant to Article 16 below.

### **ARTICLE 9: REPORTING AND EXAMINATION OF RECORDS**

1. The Agreement Holder must submit to the Regulator, and any other applicable regulatory body, any and all reporting as required by relevant Enactments, or as otherwise may be requested or required by the Regulator or any other regulatory body.
2. The Minister may, in the Minister's sole discretion, request any information from time to time, including but not limited to any specific data, measurement, monitoring, reporting, project status, cost or operational information, which shall be furnished to the Minister within the time period determined by the Minister.
3. The Regulator may, at its discretion, direct or require the Agreement Holder to provide any specific measuring, monitoring, or reporting information, which shall be furnished to the Regulator within the time period determined by the Regulator.
4. The Agreement Holder will keep and maintain at its place of business in the Province of Alberta all records, information, and reports required under this agreement or any Enactment.
5. Upon at least ten (10) days notice to the Agreement Holder the Minister's delegate or delegates have the right to enter into the Agreement Holder's place of business for the purpose of auditing or examining any information, reporting or records which the Agreement Holder may be obliged to create, provide or maintain, whether such obligation arises pursuant to this agreement or any applicable Enactments.
6. The Agreement Holder shall ensure that, for the purposes of an audit or examination under Article 9(5):
  - (a) access is provided for the Minister's delegate or delegates to the places where the information, reporting or records are kept in order that the audit or examination may be conducted;
  - (b) all reasonable assistance is provided to the Minister's delegate or delegates in the conduct of the audit or examination;
  - (c) all information, reporting or records required by the Minister or his delegate or delegates, including those that are in the possession of agents or employees of the Agreement Holder or that are located in a place that is not the Agreement Holder's

- place of business, are provided or made available by the Agreement Holder; and,
- (d) a copy of any information, report or records requested by the Minister or his delegate or delegates is provided to them.

#### **ARTICLE 10: TERMINATION**

1. Subject to Article 10(2), the Minister may terminate this agreement with written notice of ninety (90) days if:
  - (a) the Agreement Holder fails to comply with any applicable Enactments;
  - (b) the Agreement Holder fails to submit any report or plan, or to remedy any deficiency in a previously-submitted report or plan, as required or requested by the Minister pursuant to Article 9, or by the Regulator in accordance with any relevant Enactments or this agreement;
  - (c) the Agreement Holder fails to pay any fees or rentals due and payable to Alberta during the Initial Term and any Additional Terms pursuant to Article 7;
  - (d) the Minister does not consent to a material change in ownership of the Agreement Holder pursuant to Article 12;
  - (e) the Agreement Holder fails to adhere to the Hub Development Plan without the prior written consent of the Minister; or,
  - (f) the Agreement Holder fails to comply with any final determination or Order resulting from the Dispute Resolution Process set out in Article 16, subject to any right of appeal or review which may arise therefrom.
2. The Minister will withdraw a notice of termination under Article 10(2) if the Agreement Holder submits the required or requested information, reporting, plan, or payment to the satisfaction of the Minister, or otherwise cures the breach of default, within the notice of termination period.
3. Notwithstanding Termination of this agreement in accordance with this Article 10, the Agreement Holder shall not be relieved of any obligations which may be conditions relating to any licenses, permits, or authorizations which have been issued by the Regulator or any other regulatory authority, nor any obligations existing outside of this agreement, including but not limited to any health, safety or environmental obligations and other legal requirements relative to activities under this agreement.
4. In any event where Alberta declines to exercise a remedy available to it under this agreement or any relevant Enactment, such forbearance shall not be deemed to represent any acquiescence to or waiver of any breach by the Agreement Holder.
5. The existence or exercise of any remedy that Alberta has under this agreement does not affect any other remedy Alberta has in law in respect of the subsurface reservoir that is the property of Alberta.



## **ARTICLE 11: ASSIGNMENT**

1. This agreement cannot be transferred or assigned in whole or in part to any other party without the express written consent of the Minister, which may be granted at the Minister's discretion.
2. The Minister shall be entitled to request any information about the proposed transferee or assignee as the Minister deems necessary to evaluate that entity as a new project proponent. Where the Minister is of the opinion that:
  - (a) permitting the proposed transfer or assignment would not pose any new or increased risk to Alberta or would otherwise be in the public interest, the Minister's consent to the proposed transfer or assignment shall not be unreasonably withheld; or,
  - (b) permitting the proposed transfer or assignment would pose any new or increased risk to Alberta or would otherwise not be in the public interest, the Minister may refuse to consent to the proposed transfer or assignment.

## **ARTICLE 12: CHANGE IN OWNERSHIP OR CONTROL**

1. Where the Agreement Holder becomes aware of a material change or potential material change in ownership or control, whether direct or indirect, the Agreement Holder shall give written notice of that change or potential change to the Minister and request formal written consent by the Minister for the purposes of this agreement.
2. Upon receipt of notice from the Agreement Holder in accordance with Article 12(1), the Minister shall have ninety (90) days to request any information the Minister deems necessary to evaluate any proposed change in ownership. Within 90 days of receipt of any response from the proposed owner, the Minister may request any further information the Minister deems necessary to evaluate any proposed change in ownership or, if the Minister has received all required information, may give notice to the Agreement Holder whether the Minister consents to the proposed change in ownership or not.
  - (a) Where the Minister is satisfied that permitting the proposed change in ownership would not pose any new or increased risk to Alberta or would otherwise be in the public interest, the Minister's consent to the proposed change in ownership shall not be unreasonably withheld; or,
  - (b) Where the Minister is satisfied that permitting the proposed change in ownership would pose any new or increased risk to Alberta or would otherwise not be in the public interest, the Minister may refuse to consent to the proposed change in ownership.
3. If the Minister does not consent to the proposed change of ownership, and the Agreement Holder elects to proceed with implementation of the change of ownership, this agreement may, at the sole discretion of the Minister, be terminated pursuant to Article 10(2)(e).
4. For the purposes of this Article 12:

- (a) the issuance by the Agreement Holder of non-voting preferred shares or any similar transaction entered into for tax-planning purposes that does not involve voting shares in the Agreement Holder;
- (b) internal reorganizations, which do not have the effect of changing the ultimate ownership or control of the Agreement Holder;
- (c) the initial public offering or the issuance of or trading of publicly traded securities of an entity that directly or indirectly holds an interest in the Agreement Holder; or,
- (d) an inquiry by the Agreement Holder to the Minister for the purposes of an advance ruling, in the event that the proposed transaction does not occur;

shall not be considered to be a material change in the ownership or control of the Agreement Holder and shall not be grounds for termination of this agreement.

### **ARTICLE 13: REPRESENTATIVES**

1. The Minister designates the **POSITION, DIVISION** to be Alberta's representative to maintain continuing liaison with the Agreement Holder in matters relating to this agreement.
2. The Agreement Holder designates the **POSITION** to be the Agreement Holder's representative to maintain a continuing liaison with Alberta in matters relating to this agreement.
3. Either Party may change their representatives and information under this Article 13 in writing by sending an email to the other Party notifying the change.

### **ARTICLE 14: NOTICES**

1. Any notice to be made under this agreement is to be made pursuant to sections 4 and 5 of the MMAR to the following:

Alberta: Alberta Energy and Minerals

Address: 9945 – 108 Street NW, Edmonton, AB T5K 2G6

Attention: Doug Lammie, Assistant Deputy Minister, Alberta Energy and Minerals  
Operations

Contact: Email: Douglas.Lammie@gov.ab.ca; Ph: (780) 422-6656;

The Agreement Holder: Agreement Holder name

Address:

Attention: [NAME, POSITION]

Contact: Email: [ ]; Ph: (000) 000-0000; Cell: (000) 000-0000:

2. The Parties respectively designate for the time being, the individuals identified in this Article

14 as having the authority to give notice, and notice given by these individuals is binding on the Party giving the notice.

3. Either Party may change its information in this Article 14 by giving notice to the other in the manner described in Article 14(1).

### **ARTICLE 15: CONFIDENTIALITY & FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

1. Subject to Articles 15(2), 15(3), 15(4), 15(5) and 15(6), unless otherwise expressly agreed upon by the Parties, the Agreement Holder and Alberta agree that all information, including this agreement, any reports and plans provided or collected under this agreement (“**Documents and Information**”), shall be considered confidential and not disclosed by either Party unless those Documents and Information are required to be produced in accordance with other applicable Enactments.
2. Notwithstanding Article 15(1), Alberta may use the Documents and Information for Alberta’s internal purposes relevant to this agreement, including disclosure to other Government of Alberta ministries and the Regulator for use by the Regulator and their respective employees and contractors for the internal purposes of the Regulator relevant to this agreement and activities under this agreement.
3. Further notwithstanding Article 15(1), the Agreement Holder agrees that the Minister shall be at liberty to utilize aggregated and de-identified metrics and information contained within the Documents and Information for purposes relating to policy development, public reporting, promotion and advancement of carbon capture, utilization and storage and related activities within the province, provided that such information and metrics:
  - (a) would not reveal trade secrets, or commercial, financial, labour relations, scientific or technical information of or specific to the Agreement Holder; and,
  - (b) if disclosed, would not reasonably be expected to harm significantly the competitive position or interfere significantly with the negotiating position of the Agreement Holder.
4. The Agreement Holder acknowledges that the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25, as amended (“**FOIP**”), applies to all Documents and Information that are in the custody of or under the control of Alberta and that, notwithstanding Article 15(1) above, without limitation, all Documents and Information *may* be subject to disclosure pursuant to FOIP.
5. Upon request, the Agreement Holder shall, at the Agreement Holder’s expense, and within five (5) Business Days, provide to Alberta any records that are subject to the access provisions of FOIP that are in the custody or under the control of the Agreement Holder. Where Alberta concludes that any requested Documents and Information are producible in accordance with FOIP, the Agreement Holder will be given notice of the request and will be

given an opportunity to make representations as to why the information should not be disclosed.

6. Should the Agreement Holder receive an access request under FOIP in relation to this agreement, the Agreement Holder shall not respond to it, but shall immediately forward the access request to the Minister for further handling. The Agreement Holder shall provide such reasonable assistance to Alberta as may be required in order for Alberta to respond to any FOIP request.

#### **ARTICLE 16: DISPUTE RESOLUTION**

1. The Minister may, in the Minister's sole discretion, establish alternative dispute resolution processes in relevant Enactments.
2. Notwithstanding Article 16(1), the Minister shall not be obliged to establish alternative dispute resolution processes, and in any case the Enactments shall govern.
3. Disputes arising between the Agreement Holder and any Client or prospective Client, in relation to rights and obligations of the Agreement Holder under this agreement shall be resolved in accordance with any procedures set out in relevant Enactments.
4. Disputes arising between the Agreement Holder and the Minister in relation to rights and obligations of the Participants under this agreement, including but not limited to any alleged breach on non-compliance, shall be resolved in accordance with any procedures set out in any relevant Enactments or as otherwise established.

#### **ARTICLE 17: INDEMNITY & INSURANCE**

1. The Agreement Holder shall keep Alberta indemnified against
  - (a) all actions, claims and demands brought or made against His Majesty by reason of anything done or omitted to be done, whether negligently or otherwise, by the Agreement Holder or any other person in the exercise or purported exercise of the rights granted and duties imposed under this Agreement; and,
  - (b) all losses, damages, costs, charges and expenses that Alberta sustains or incurs in connection with any action, claim or demand referred to in Article 17(1)(a).

Such indemnification shall survive the termination of this agreement, until the issuance of a closure certificate under the MMA.

2. Alberta shall not be liable to the Agreement Holder and the Agreement Holder waives and releases Alberta in connection with any claim for any special, incidental, indirect or consequential loss or damages suffered by or brought against the Agreement Holder with respect to any matter related to this agreement or to the carbon sequestration hubs. This provision shall survive this agreement.

3. Every right, exemption from liability, defence and immunity of whatsoever nature applicable to Alberta or to which Alberta is entitled in this agreement, shall also be available and shall extend to protect each agent and employee of Alberta, acting in the course of or in connection with his or her employment. For the purposes of all the foregoing provisions of this section, Alberta is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes the agent or employee of Alberta from time to time.
4. At its own expense and without limiting its liabilities herein, the Agreement Holder shall maintain errors and omissions liability, general liability insurance and environmental liability insurance with terms, coverages and amounts acceptable to Alberta and appropriate for the level of risk existing for the development, design, construction, installation, ownership, operation, and maintenance of carbon sequestration hubs.
5. The Agreement Holder shall provide the Minister with evidence of insurance required under this Article 17. Such proof shall be in the form of certificates of insurance and certified copies of all insurance policies prior to commencing any activity on the Location under this agreement, at the renewal of the insurance policies and at any other time requested by Alberta. Delivery to and examination by Alberta of any policy of insurance evidencing such insurance shall not relieve the Agreement Holder of any of its obligations pursuant to the provisions of this agreement and shall not operate as a waiver by the Minister of any rights.
6. The Agreement Holder is responsible for obtaining insurance to cover its owned or leased property, including the carbon sequestration hubs and the Agreement Holder agrees to waive all rights of recourse against Alberta for loss or damage to such property owned or leased by the Agreement Holder.

#### **ARTICLE 18: SURVIVAL OF TERMS**

1. Notwithstanding any other provision of this agreement, the following articles of this agreement shall survive the termination of this agreement and shall continue to be binding on the Parties until their requirements have been fully met:
  - (a) Article 8 Obligations
  - (b) Article 9 Reporting
  - (c) Article 15 Confidentiality
  - (d) Article 17 Indemnity & Insurance
  - (e) Article 18 Survival of Terms

#### **ARTICLE 19: GENERAL PROVISIONS**

1. This agreement contains the entire agreement of the Parties concerning the subject matter of this agreement and except as expressed in this agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the Parties.

2. The Parties agree that all headings herein are included for convenience only and shall not be deemed to affect the substantive terms or interpretation of this agreement.
3. Any alteration or amendment to the terms and conditions of this agreement must be in writing and duly executed by all Parties except as described in Article 6 for amendments to the Location.
4. Any waiver by either Party of the performance by the other of an obligation under this agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
5. If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this agreement shall continue in full force and effect, provided however that this agreement is not materially altered.
6. The Parties agree that this agreement will be governed by the laws of the Province of Alberta and the Parties irrevocably attorn to the exclusive jurisdiction of the courts in Alberta.
7. This agreement may be executed electronically and in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution emailed in PDF or electronically via Alberta Energy and Minerals' Electronic Transfer System ("ETS") shall constitute good delivery. All notices, consents, requests, reports and other documents authorized or required to be given pursuant to this agreement shall be in writing and either delivered by hand, mailed by registered or certified first class air mail, postage prepaid, sent by email, or electronically transmitted via the ETS.

**IN WITNESS WHEREOF** the Parties have executed this agreement as of the Effective Date:

HIS MAJESTY IN RIGHT OF THE  
 PROVINCE OF ALBERTA, as represented  
 by the Minister of Energy and Minerals

**FULL LEGAL NAME OF THE  
 AGREEMENT HOLDER**

Per:

\_\_\_\_\_  
 Brian Jean

\_\_\_\_\_  
**NAME**

Minister of Energy and Minerals

**POSITION**

## **SCHEDULE "A": LOCATION**

ATTACHED TO AND FORMING PART OF THE AGREEMENT BETWEEN HIS MAJESTY IN RIGHT  
OF ALBERTA, AS REPRESENTED BY THE MINISTER OF ENERGY AND MINERALS AND THE  
AGREEMENT HOLDER EFFECTIVE \_\_\_\_\_

[ Insert detailed description of the area]

**SCHEDULE "B": HUB DEVELOPMENT PLAN**

ATTACHED TO AND FORMING PART OF THE AGREEMENT BETWEEN HIS MAJESTY IN RIGHT  
OF ALBERTA, AS REPRESENTED BY THE MINISTER OF ENERGY AND MINERALS AND THE  
AGREEMENT HOLDER EFFECTIVE \_\_\_\_\_

[Attach Hub Development Plan link here]