



## **AMMONITE SHELL AGREEMENT**

**NO. 9123090128**

**Term Commencement Date:** September 12, 2023

**Agreement Holder:**

MARK DALE TURNER	100.0000000%
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WHEREAS His Majesty is the owner of the minerals in respect of which rights are granted under this Agreement;

THEREFORE, in consideration of the royalties reserved to His Majesty and subject to the terms and conditions of this Agreement, His Majesty hereby grants to the holder, insofar as His Majesty has the right to grant the same, the exclusive right to explore for and recover ammonite shell in the lands more particularly described in the Appendix to this Agreement (hereinafter called "the Location").

TO HAVE AND ENJOY the same for a term of five years, commencing on the Term Commencement Date and renewable under and in accordance with the Mines and Minerals Act for a further term of 5 years, subject to the terms and conditions prescribed by the Minister in relation to the renewal;

YIELDING AND PAYING therefore unto His Majesty

- (a) in advance of each year of the term of this Agreement, the annual rent at such rate as is now and may hereafter from time to time be prescribed by the Lieutenant Governor in Council for each hectare of the location, and
- (b) a royalty on the ammonite shell recovered pursuant to this Agreement to which the holder obtains title under the Historical Resources Act, at such rate or rates as are now and may hereafter from time to time be prescribed by the Lieutenant Governor in Council, such royalty to be calculated free of any deductions.

HIS MAJESTY AND THE HOLDER HEREBY COVENANT AND AGREE as follows:

1. (1) In this Agreement, a reference to the Mines and Minerals Act, the Historical Resources Act, or any other Act of the Legislature of Alberta mentioned in section 2(1)(b) of this Agreement shall be construed as a reference to
  - (a) that Act, as amended from time to time,
  - (b) any replacement of all or part of that 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 from time to time.
- (2) In this Agreement,
  - (a) "ammonite shell" means ammonite shell as defined in the Ammonite Shell Regulation (Alta. Reg. 152/2004), as amended;

- (b) "Department" means the Department of Energy and Minerals of the Province of Alberta;
  - (c) "His Majesty" means His Majesty in right of Alberta, as represented by the Minister of Energy and Minerals of the Province of Alberta;
  - (d) "Term Commencement Date" means the date shown on the first page of this Lease as the Term Commencement Date;
  - (e) a reference to the Minister of Energy and Minerals includes a Deputy Minister of the Department or any other person authorized by the Minister or a Deputy Minister to act on behalf of the Minister.
2. (1) This Agreement is granted upon the condition that the holder shall comply with
- (a) the provisions of the Mines and Minerals Act and the Historical Resources Act that apply to or affect the rights and obligations of holders of ammonite shell rights that are the property of His Majesty, or relate to or affect the holder in the conduct of its operations or activities under this Agreement, and
  - (b) the provisions of any other Act of the Legislature of Alberta relating to or affecting the rights and obligations of holders of ammonite shell rights that are the property of His Majesty, or relating to or affecting the holder in the conduct of its operations or activities under this Agreement.
- (2) The provisions of the Acts referred to in subsection (1) of this section shall be deemed to be incorporated in this Agreement.
- (3) In the event of conflict between a provision of this Agreement and a provision referred to in subsection (1) of this section, the latter provision prevails.
3. (1) The holder shall keep His Majesty 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 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 His Majesty sustains or incurs in connection with any action, claim or demand referred to in clause (a).

- (2) In the event that any ammonite shell obtained or produced from the location is lost by reason of the wrongful act or omission of the holder, his servants, employees, agents or licensees, the holder shall compensate His Majesty for the fair value of the ammonite shell so lost that would otherwise have been payable to His Majesty as royalty under this Agreement.

4. The holder shall

- (a) pay the rent reserved under this Agreement at the times prescribed by this Agreement, and
- (b) pay the royalty reserved under this Agreement in accordance with the *Mines and Minerals Act*.

5. (1) The holder shall keep accurate records showing the quantity of ammonite shell recovered from the Location, and whenever required to do so shall submit such records for inspection to the Minister.

(2) The holder shall, upon request of the Minister, deliver to the Minister within the time that the Minister specifies, a statutory declaration by the holder or on his behalf, setting out the information that the Minister requires in respect of any operation or activity under this Agreement.

(3) The holder shall permit any person duly authorized by the Minister, with all proper or necessary assistants, at all reasonable times, to enter into and upon any part or parts of the Location and any buildings, structures and erections on the Location, for the purpose of survey, examination or inspection, if in so doing no unnecessary interference is caused with the conduct of ammonite shell operations by the holder. The holder by all means in his power shall aid and facilitate the person duly authorized and his assistants in making the entry, survey and examination.

(4) It is a condition of this Agreement that the holder shall have, at all times during the term of this Agreement and of any renewal of this Agreement, in respect of all ammonite shell operations conducted pursuant to this Agreement, all consents and approvals necessary to obtain access to the Location and to remove any surface materials necessary in the conduct of ammonite shell operations.

6. No waiver on behalf of His Majesty of any breach of any of the covenants, terms or conditions of this Agreement, whether negative or positive in form, shall take effect or be binding upon His Majesty, unless the waiver is expressed in writing by or with the authority of the Minister, and any waiver so expressed shall not limit or affect His Majesty's rights with respect to any other or future breach.

7. No implied covenant or liability of any kind on His Majesty's part is created by the use herein of the words "holder", "agreement" or "rent", or by the use herein of any other word or words, or shall otherwise arise by reason of this Agreement or anything herein contained.
8. This Agreement is also subject to the special provisions, if any, contained in the Appendix to this Agreement.

EXECUTED on behalf of the Minister of Energy and Minerals of the Province of Alberta at Edmonton, Alberta.

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For Minister of Energy and Minerals  
on behalf of His Majesty

APPENDIX

TO

AMMONITE SHELL AGREEMENT NO. 9123090128

TERM COMMENCEMENT DATE:

SEPTEMBER 12, 2023

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION AND LEASED SUBSTANCES:

4-22-009: 12SW

AMMONITE SHELL

SPECIAL PROVISIONS:

NIL

Continued ...

AMMONITE SHELL AGREEMENT NO. 9123090128

**NOTICE TO AGREEMENT HOLDER**

ONE OF SIX

THE LAND(S) IN THIS AGREEMENT IS/ARE WITHIN A SENSITIVE HABITAT AREA.

SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS

FOR FURTHER INFORMATION, PLEASE CONTACT:

GAVIN BERG  
PROVINCIAL WILDLIFE HABITAT SPECIALIST  
EDMONTON OFFICE - RESOURCE STEWARDSHIP DIVISION - ALBERTA ENVIRONMENT AND  
PARKS  
FISH & WILDLIFE STEWARDSHIP  
9920 108 ST NW FLOOR 6  
EDMONTON AB T5K 2M4        (780) 422 3344

TWO OF SIX

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Continued ...

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