

September 28, 2017

Open Session

Grant MacEwan University - Governors' Boardroom 7-218 City Centre Campus

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| Board Members:       | I. Challborn, Chair<br>D. Saucier, President<br>C. Barr, Public Board Member<br>S. Budnarchuk, Public Board Member<br>A. Fisher, Public Board Member<br>L. de Gara, Public Board Member<br>M. DeRoo McConnan, Public Board Member<br>B. Montgomery, Public Board Member<br>S. Nedoshytko, Student Member<br>J. Nuthall, Public Board Member<br>A. Rhoads, MacEwan Staff Association Member<br>A. Skye, Faculty Association Member<br>S. Tokar, Public Board Member  |
| Vice Presidents:     | J. McGrath, Vice President Information & Communication Services<br>J. Corlett, Provost & Vice President Academic<br>M. Plouffe, Vice President, General Counsel & Compliance Officer  |
| Board Office:        | M. Baptista, University Secretary<br>G. Jones, Governance Assistant (Recording secretary)   |
| Absent, with regrets | J. Piercey, Public Board Member   |
| Guests:              | K. Boros, Director, Employee and Labour Relations<br>A. Canto Ellis, Executive Director, Alumni and Development<br>M. Chisholm, Associate Vice President, Human Resources<br>R. Ellis, Associate Vice President, Finance and Chief Investment Officer<br>J. Garcia- VP, Student Life, Students' Association of MacEwan University<br>C. Hancock, President, Faculty Association<br>B. Horan, Director, Internal Audit Services<br>C. Hunting, Director, Faculty Relations<br>M. Leathem, Chief of Staff<br>R. Lepp, VP, Academic, Students' Association of MacEwan University<br>F. Marridas, Counsellor, Student Affairs<br>H. McRae, Dean, School of Continuing Education<br>D. McLaughlin, Executive Director, Institutional Analysis and Planning<br>C. McNaughton, Governance Assistant, Board of Governors Office<br>C. Monk, Dean, Faculty of Arts and Science<br>E. Patterson, VP Operations & Finance, Students' Association of MacEwan University<br>J. Ross, Director, Risk and Assurance Services<br>V. Salyers, Dean, Faculty of Nursing |

**MINUTES: OPEN SESSION****1.0 Call to Order and Introduction of Guest(s)**

Prior to the commencement of the meeting, Roxanne Tootoosis, Knowledge Keeper from Kihêw Waciston, opened the sessions with a prayer and smudging.

Challborn called the meeting to order at 4:33 p.m. and had attendees introduce themselves.

**1.1 Declaration of Conflicts of Interest and Commitment (Real, Potential or Perceived)**

No conflicts were declared.

**1.2 Approval of Agenda/Consent Agenda**

The following items were removed from the Consent Agenda to be discussed separately (see below):

1.2.3 Faculty Association

1.2.7 Audit Committee Report, including Terms of Reference

1.2.8 External Relations Committee Report, including Terms of Reference

1.2.9 Governance and Human Resources Committee Report

1.2.12 Alumni Policy (revised)

Additionally, the Board requested further information regarding items included in the Correspondence Report. In response to a question about a timeline for a new protocol at Convocation regarding the wearing of a Metis sash, Saucier advised the Board that the new protocol will be in place for the November ceremonies. A sash is being created for all Indigenous students to wear at Convocation and other cultural regalia will also be welcomed. She added that she met with the student who experienced the issue in the spring and has also been in contact with one of the letter writers.

Regarding the pending retirement of the University Secretary, Challborn indicated that the Board would be advised of the plans regarding this transition. It was also noted that some of the items included on the Correspondence Report had no relevance to the work of the Board or the University. Saucier replied that all letters or e-mails that are addressed to the Board are recorded in the report.

Nedoshytko responded to a question regarding the funding for mental health supports, noting at this time, that SAMU and the University have not been given any direction regarding the use of these funds in the third year. She commented that there is a meeting with ministry officials next month and it is expected that the Students' Association will be given further details at that time.

**01-09-28-2017/18** Moved and seconded to approve the agenda and items on the consent agenda, excluding:

1.2.3 Faculty Association

1.2.7 Audit Committee Report, including Terms of Reference

1.2.8 External Relations Committee Report, including Terms of Reference

1.2.9 Governance and Human Resources Committee Report

1.2.12 Alumni Policy (revised)

Carried.

Regarding the Faculty Association Report, Skye provided additional information regarding a special meeting of the Faculty Association (GMUFA) that will take place in October. As noted in her written report, the GMUFA received a petition calling for a Special Meeting to

consider two Extraordinary Resolutions regarding membership and the GMUFA constitution. She noted that the issues being brought forward are complicated and require legal, legislative and strategic thinking to fully understand the potential impacts of these changes. She commented that she has a personal perspective on the matter, but given her position as the Faculty Board member, she will not be speaking to the motion and will only share her position through her vote on the silent ballot at the meeting. She added that the Board needs to be aware of this meeting and to understand that the outcome of the vote may cause issues for the Board and the University.

Referring to the Committee reports, the Board inquired about the changes being made to the Terms of Reference regarding the removal of the Vice President, Finance and Administration. Saucier indicated that the Executive Team is reviewing the structure of the senior leadership team and are considering changes to the portfolio. Plouffe added that the Terms of Reference are reviewed annually and once decisions are made regarding the composition of the Executive Team, adjustments will be made to the Terms of Reference for all Committees.

The Board requested further information regarding the consultation conducted for the proposed revisions to the Alumni Policy and if any current alum were given an opportunity to provide feedback. McGrath indicated the proposed revisions have been in consultation for about a year with the Students' Association, Deans' Council and External Relations Committee all providing feedback on the proposed changes. He does not believe any alum were consulted, but indicated there will be a comprehensive communication strategy to advise alumni of the changes. He added that the Alumni Office reviewed alumni policies at several other institutions before determining that 30 credits would be an appropriate determination for alumni status. It was noted that the definition has the potential to exclude students who transfer from the University. McGrath advised that the University will continue to have a relationship with those individuals, they just will not be called alumni and may not have access to all the same benefits provided to alumni. The Board suggested that the wording of the definition should be revised slightly to avoid any potential ambiguity regarding where the credits or credential was earned, as noted below.

*Alumni are defined as persons who have received a ministry approved credential OR a continuing education certificate ~~from the University~~ OR have successfully completed 30 credits of a formal transfer program **from the University**.*

**02-09-28-2017/18** Moved and seconded to approve the following items from the consent agenda:

1.2.3 Faculty Association

1.2.7 Audit Committee Report, including Terms of Reference

1.2.8 External Relations Committee Report, including Terms of Reference

1.2.9 Governance and Human Resources Committee Report

1.2.12 Alumni Policy subject to a revision to the definition of Alumni as noted above.

Carried.

1.2.1 Previous Minutes: June 5, 2017

1.2.2 Correspondence

1.2.3 Faculty Association

1.2.4 Students' Association of MacEwan University (SAMU)

1.2.5 MacEwan Staff Association

1.2.6 Academic Governance Council (AGC)

1.2.6.1 AGC Report

- 1.2.6.2 Board Appointee (Alumnus David Johnson) to AGC – **approved**
- 1.2.7 Audit Committee Report
  - Terms of Reference – **approved**
- 1.2.8 External Relations Committee Report
  - Terms of Reference – **approved**
- 1.2.9 Governance and Human Resources Committee Report
- 1.2.10 Standing Committee Membership – **approved**
- 1.2.11 University Archives Policy (new) – **approved**
- 1.2.12 Alumni Policy (revised) – **approved, subject to a revision to the definition of Alumni**
- 1.2.13 ~~Contracts Review and Signing Authority Policy (revised) (Plouffe)~~ **for approval (tabled)**
- 1.2.14 Items approved 2016-17 Open Sessions

## 2.0 New Business

- 2.1 Presentation by Deans
  - School of Business

Elford thanked the Board for the opportunity to present information about the School of Business. She opened her presentation with the School of Business' aspirational vision statement, which was created with input from students and staff. MacEwan University's School of Business is the largest undergraduate business school in Canada with approximately 450 students eligible to graduate at the Convocation ceremonies in November. Elford noted that there has been exponential growth in enrolment in the program due in part to the students' ability to begin a Commerce degree in the first year of studies. Students no longer transfer out of the program, which reflects the strength of the program and the overall student experience. In addition to the ability to retain students, the program has a lot of students who transfer in from other institutions. In viewing the growth of the program, it is important to the program's faculty that they can sustain such growth and meet expectations.

Elford highlighted the accreditations currently in place and reported on others in development. Responding to a question about partnering with the Chartered Financial Analyst (CFA) Institute, Elford indicated that a minor in Finance was only recently introduced and that aligning with CFA Institute requirements will be part of the ongoing work to develop this minor.

Elford reported on a number of partnerships throughout the world and the work of her staff regarding research and publishing.

The work done with the Allard Chair in Business over the past 32 years has been very successful. Another successful initiative is the Mission Possible Project through which business students create a micro business and are required to donate a portion of the profits to charity. To date, the students have donated over \$150,000 to local charities.

The student experience is further enhanced by offering them the opportunity to participate in case competitions. At the Alberta Energy Challenge hosted by the University of Alberta, MacEwan University students placed second. Students can also participate in one of fourteen business clubs. The accounting club processed 620 tax returns for low income families and students last year.

Challborn thanked Elford for her presentation, commenting that it is very inspiring to hear of the successes of the School of Business. Given this was the last Board meeting Elford would

attend as Dean, Challborn presented her with a gift from the Board to recognize her leadership and vision over the last fifteen years.

## 2.2 Policy Development Update

Plouffe indicated that the Policy Development Update is presented to the Board as information twice a year.

The Board requested further details about the Deferred Examinations Policy, which is in place for final exams only. Plouffe noted that during consultations, faculty requested some flexibility around the acceptable reasons for missing an exam. McGrath and Corlett spoke to the creation of a centre to administer the volume of missed exams that needed to be written. Any requests to defer an exam are considered by the program Chair or Dean. Faculty will continue to be able to work with their students to develop a plan.

## 2.3 Board Resolutions for Appointments and Signing Authorities Changes

McGrath provided an overview of the urgency related to this topic, which was added to the Board's agenda earlier in the day. He indicated that the Executive team is moving as quickly as possible to address all administrative changes required following the recent change in leadership at the vice president level. He noted there are risks to institution if the previously approved resolutions are not updated. Plouffe led discussions of the individual resolutions as noted below.

During the discussions, the Board expressed concerns regarding the lateness with which this information was provided to the Board and suggested that in the future, hard copies be made available for review.

**03-09-28-2017/18** Moved and seconded that the Board of Governors approve the following:

- MacEwan Downtown Corporation (MDC) documents are updated as follows:
  - a. Board resolution regarding organization of MDC;
  - b. Shareholder's Resolutions approving changes to the Directors;
  - c. Appointment Agreement and Indemnity Agreement for each of the Directors.
- Trading and signing officers for RBC Dominion Securities Investment Accounts
- Bank signing authorities for Royal Bank of Canada.
- The borrowing resolution for the construction of the Students' Association of MacEwan University building.
- The borrowing resolution for the construction of the Parkade for the Centre for the Arts and Culture building.
- The borrowing resolution for the construction of the Commercial Retail Space for the Centre for the Arts and Culture building.

Carried.

(Copies of the signed resolutions are attached for future reference)

### 2.3.1 MacEwan Downtown Corporation

Plouffe explained that the University has created a trust to manage commercial properties owned by the University to ensure compliance with the guidelines from the Canada Revenue Agency. With the recent change at the senior leadership level, new resolutions are required to ensure the trust, known as the MacEwan Downtown Corporation, can continue to operate. She noted the revised resolutions will allow the chair to sign on behalf of the Board. As advised by external legal counsel when the original structure was developed, the Vice President Finance and Administration was

appointed as sole director and sole officer for the Corporation. The proposed resolution will appoint three directors and one officer. If one of the directors vacates a position, there will not be the same urgency to replace them as there is today. The documents provided to the Board included the appointment agreement and indemnity, which is standard and in the normal course of business. The agreement speaks to the role of directors, who, while they are employees of the University will be acting in a different capacity. She emphasized this is a time sensitive matter as a land purchase by the MacEwan Downtown Corporation will be closing in the coming days and insurance for that land needs to be secured. Plouffe reiterated that the trustee of the land (MacEwan Downtown Corporation) was created to hold specific lands that are commercial in nature and not related to the University's core business. It was clarified that the appointments as officer or director are contingent upon the appointee's good standing as an employee of the University.

#### 2.3.2 Trading – RBC Dominion Securities Investment Account

Ellis advised the Board that RBC Dominion Securities manages the University's Investment accounts, one for the operating fund and one for the endowment fund. At the moment, only Ellis is listed as a trading officer for the funds and while the University's policy limits any active trading by the University, any directions to be given to RBC need to be executed by the trading officer. The recommendation is to designate that the President and one of either McGrath or Ellis will be authorized as the trading and signing officers for the University's Investment Accounts.

#### 2.3.3 Bank Signing Authorities

Ellis explained that the listing of Bank Signing Authority includes revisions to the list of individuals who can sign a Student Emergency Loan including a change of title for one position. The remaining signing authority changes are related to the departure and expected realignment of the position of Vice President, Finance and Administration. Ellis will bring forward a resolution from the Bank which will need to be signed by the Board Chair. The signing authority is effective from the date of approval once it is filed with the bank. At the present time, Saucier and Ellis are signing all cheques for the University.

#### 2.3.4 Borrowing: Students' Association of MacEwan University Building

The resolution currently in place regarding the borrowing of funds from Capital Finance Authority needs to be updated to enable the President to have authority to negotiate any further borrowing.

#### 2.3.5 Borrowing: Allard Hall (CFAC) Parkade

As above, the resolution has been updated to enable the President to have authority to negotiate this borrowing.

#### 2.3.6 Borrowing: Allard Hall (CFAC) Commercial Retail Space

As above, the resolution has been updated to enable the President to have authority to negotiate this borrowing.



### **3.0 Standing Items**

#### **3.1 SAMU Building Project**

- Monthly Status Report

Saucier reported that the Students' Association's building project is currently on track, though it is projecting a cost overrun of approximately \$300,000. A project manager is working to mitigate these additional costs through value engineering. Nedoshytko added that initially the project was 3% overbudget and they have already made changes to decrease the overage to 1%.

#### **3.2 CFAC (Allard Hall) Project**

- Monthly Status Report

Saucier noted that the Allard Hall (CFAC Project) was completed under budget. The building opening took place on September 27 and other events will be taking place throughout the year, including the unveiling of the Brenda Draney art installation. This public art project was a collaboration between the Alberta Foundation for the Arts and the University. She advised that there are a few mechanical issues with the building, which are being handled by Stuart MacLean. The project Communications and Change Management Committee has been disbanded. Due to an issue with the building permits, the restaurant and social innovation hub are delayed, with expected openings in early 2018. Work will begin on some of the deferred items which total \$3.5 million as well as the completion of some of the shelled in spaces.

For future events, the Board requested that attendees be asked to wear name tags and the Board provided with a list of the dignitaries attending with whom Board members should engage along key related messages. McGrath commented that he believes the University can do better for the next similar event and he has made note of items to be improved. He committed to providing the Board with more information for the upcoming event with Brenda Draney.

The Board members commented that their parkade passes did not work in the parkade at Allard Hall and were grateful an attendant was able to provide them access.

### **4.0 Reports**

#### **4.1 Board Chair's Report**

Referring to a list of events attended by her and other Board members, Challborn noted that in future a written report listing of the events could be included in the Board materials. Of note, is the recent opening of Allard Hall attended by all available Board members who commented on the quality of the performance by the students. A note of congratulations will be sent to Sauve Macbean, the fourth-year music student who wrote the song "Come Together" specifically for the opening event. Challborn indicated she attended the mental health funding announcement by Minister Marlin Schmidt. Since the Board last met, Spring Convocation ceremonies were held and Challborn shared her excitement at being a part of that day. She noted she is looking forward to the upcoming convocation ceremony which will feature the installation of the President. Challborn reported on her involvement in the executive compensation review with Advanced Education and remarked on the thoughtfulness of all parties involved in that process.

#### 4.2 President's Report

Saucier's written report provided the Board with an overview of her first 90 days at the University and insights she has gained. In addition to her written report, she highlighted the ongoing work to meet the calls to action from the Truth and Reconciliation Commission. She advised the Board that Roxanne Tootoosis has been hired as a cultural advisor for Kihêw Waciston, and Terri Suntjens was appointed as the Director of Indigenous Initiatives. On October 17, Treaty 6 First Nations Grand Chief Wilton Littlechild and Madame Audrey Poitras (President, Metis Nation of Alberta) will attend a ceremony to raise the Treaty 6 and Metis flags on campus. As part of the work to ensure equity and diversity on campus, Saucier has asked the Vice Presidents and their direct reports to participate in the Canada Research Chair Unconscious Bias Training Module.

#### 5.0 Adjournment of Open Session

The open session adjourned at 6:27 p.m.

Gail Jones  
Governance Assistant



**RESOLUTION OF THE BOARD OF GOVERNORS OF  
GRANT MACEWAN UNIVERSITY  
("Board of Governors")**

WHEREAS the Board of Governors, to carry out the purposes of Grant MacEwan University ("MacEwan University"), considers it appropriate and necessary to construct the parkade of the Centre for the Arts and Culture building ("Project");

AND WHEREAS the Board of Governors considers it appropriate and necessary to borrow funds from the lender described in this resolution;

AND WHEREAS by resolution dated November 22, 2013, the Board of Governors approved and authorized the Vice President, Finance and Administration to act on behalf of MacEwan University to secure the loan;

AND WHEREAS the Board of Governors desire to amend the position authorized to secure the loan on behalf of MacEwan University as set out in this resolution;

IT IS HEREBY RESOLVED THAT:

1. Pursuant to section 73 of the *Post-secondary Learning Act* and subject to the prior approval of the Lieutenant Governor in Council, the Board of Governors, for the purposes of MacEwan University, authorizes and approves the borrowing of an amount to fund the Project not to exceed seven million, five hundred thousand dollars (\$7,500,000) in Canadian funds ("Loan").
2. The Loan be:
  - a. From a lender which is the Alberta Capital Finance Authority ("Lender") in an amount not to exceed seven million, five hundred thousand dollars (\$7,500,000);
  - b. For a term not to exceed thirty years;
  - c. At an interest rate not to exceed 6% per annum.

And that within the parameters set out in this section 2, the establishment of the amount, term and interest rate be made by the President.

3. To secure the repayment of the Loan, MacEwan University grant to the Lender such security as may be required by the Lender and agreed to by the President.
4. The President be and is hereby authorized for and on behalf of MacEwan University to:
  - a. Negotiate, execute and deliver to the Lender such notes, bonds, debentures or other securities in such form, with or without seal, and containing such terms and conditions related to amount, denomination, time and place of payment, principal and interest and redemption as the Lender requires as a condition of the Loan;

- b. Include in the security the Lender requires as a condition of the Loan all such securities, debentures, charges, pledges, mortgages, conveyances, assignments and transfers to or in favour of the Lender of all or any property, real or personal, moveable or immoveable, owned MacEwan University or in which it may have an interest as the Lender may require;
  - c. Give the Lender any other documents or contracts necessary to give or furnish to the Lender the security or securities required by the Lender including without limiting the generality of the foregoing, all or any receivables, book debts due or growing due, stocks, bonds, insurance policies, promissory notes, bills of exchange and securities of all kinds.
5. All agreements, securities, documents and instruments proposing to be signed, made, drawn, accepted, executed, or endorsed as provided in this resolution shall be valid and binding on MacEwan University.
6. The Lender shall be furnished with a signed copy of this resolution.

I hereby certify that this resolution has full force and effect on the 28<sup>th</sup> day of September, 2017.



Ione Challborn  
Chair, The Board of Governors of Grant MacEwan University

**RESOLUTION OF THE BOARD OF GOVERNORS OF  
GRANT MACEWAN UNIVERSITY  
("Board of Governors")**

WHEREAS the Board of Governors, to carry out the purposes of Grant MacEwan University ("MacEwan University"), considers it appropriate and necessary to construct the commercial retail space of the Centre for the Arts and Culture building ("Project");

AND WHEREAS the Board of Governors considers it appropriate and necessary to borrow funds from the lender described in this resolution;

AND WHEREAS by resolution dated November 22, 2013, the Board of Governors approved and authorized the Vice President, Finance and Administration to act on behalf of MacEwan University to secure the loan;

AND WHEREAS the Board of Governors desire to amend the position authorized to secure the loan on behalf of MacEwan University as set out in this resolution;

IT IS HEREBY RESOLVED THAT:


1. Pursuant to section 73 of the *Post-secondary Learning Act* and subject to the prior approval of the Lieutenant Governor in Council, the Board of Governors, for the purposes of MacEwan University, authorizes and approves the borrowing of an amount to fund the Project not to exceed three million, two hundred thousand dollars (\$3,200,000) in Canadian funds ("Loan").
2. The Loan be:
  - a. From a lender which is the Alberta Capital Finance Authority ("Lender") in an amount not to exceed three million, two hundred thousand dollars (\$3,200,000);
  - b. For a term not to exceed thirty years;
  - c. At an interest rate not to exceed 6% per annum.

And that within the parameters set out in this section 2, the establishment of the amount, term and interest rate be made by the President.

3. To secure the repayment of the Loan, MacEwan University grant to the Lender such security as may be required by the Lender and agreed to by the President.
4. The President be and is hereby authorized for and on behalf of MacEwan University to:
  - a. Negotiate, execute and deliver to the Lender such notes, bonds, debentures or other securities in such form, with or without seal, and containing such terms and conditions related to amount, denomination, time and place of payment, principal and interest and redemption as the Lender requires as a condition of the Loan;

- b. Include in the security the Lender requires as a condition of the Loan all such securities, debentures, charges, pledges, mortgages, conveyances, assignments and transfers to or in favour of the Lender of all or any property, real or personal, moveable or immovable, owned MacEwan University or in which it may have an interest as the Lender may require;
  - c. Give the Lender any other documents or contracts necessary to give or furnish to the Lender the security or securities required by the Lender including without limiting the generality of the foregoing, all or any receivables, book debts due or growing due, stocks, bonds, insurance policies, promissory notes, bills of exchange and securities of all kinds.
- 5. All agreements, securities, documents and instruments proposing to be signed, made, drawn, accepted, executed, or endorsed as provided in this resolution shall be valid and binding on MacEwan University.
- 6. The Lender shall be furnished with a signed copy of this resolution.

I hereby certify that this resolution has full force and effect on the 28th day of September, 2017..

  
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Ione Challborn  
Chair, The Board of Governors of Grant MacEwan University

**RESOLUTION OF THE  
BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY**

**("Board of Governors")**

WHEREAS the Board of Governors, to carry out the purposes of MacEwan University, considers it appropriate and necessary to construct a Students' Association of MacEwan University Building ("Project") at a cost of \$31,336,000;

AND WHEREAS the Board of Governors considers it appropriate and necessary to borrow funds from the lender described in this resolution;

AND WHEREAS by resolution dated June 20, 2016, the Board of Governors approved and authorized the Vice President, Finance and Administration to act on behalf of MacEwan University to secure the loan;

AND WHEREAS the Board of Governors desire to amend the position authorized to secure the loan on behalf of MacEwan University as set out in this resolution;

IT IS HEREBY RESOLVED THAT:

1. Pursuant to section 73 of the *Post-secondary Learning Act* and subject to the prior approval of the Lieutenant Governor in Council, the Board of Governors, for the purposes of MacEwan University, authorizes and approves the borrowing ("Loan") of an amount to fund the Project not to exceed twenty-three million three hundred and thirty-six thousand dollars (\$23,336,000) in Canadian funds.
2. The Loan be:
  - a. From a lender which is the Alberta Capital Finance Authority ("Lender") in an amount not to exceed twenty-three million three hundred and thirty-six thousand dollars (\$23,336,000);
  - b. For a term not to exceed 25 years;
  - c. At an interest rate not to exceed 4.5% per annum.

And that within the parameters set out in this section 2, the establishment of the amount, term and interest rate be made by the President.

3. To secure the repayment of the Loan, the Board of Governors of Grant MacEwan University grant to the Lender such security as may be required by the Lender and agreed to by the President.
4. The President be and is hereby authorized for and on behalf of Board of Governors of Grant MacEwan University to:

- a. Negotiate, execute and deliver to the Lender such notes, bonds, debentures or other securities in such form, with or without seal, and containing such terms and conditions related to amount, denomination, time and place of payment, principal and interest and redemption as the Lender requires as a condition of the Loan;
  - b. Include in the security the Lender requires as a condition of the Loan all such securities, debentures, charges, pledges, mortgages, conveyances, assignments and transfers to or in favour of the Lender of all or any property, real or personal, moveable or immoveable, owned by Board of Governors of Grant MacEwan University or in which it may have an interest as the Lender may require;
  - c. Give the Lender any other documents or contracts necessary to give or furnish to the Lender the security or securities required by the Lender including without limiting the generality of the foregoing, all or any receivables, book debts due or growing due, stocks, bonds, insurance policies, promissory notes, bills of exchange and securities of all kinds.
5. All agreements, securities, documents and instruments proposing to be signed, made, drawn, accepted, executed, or endorsed as provided in this resolution shall be valid and binding on Board of Governors of Grant MacEwan University.
  6. The Lender shall be furnished with a signed copy of this resolution.

I hereby certify that this resolution has full force and effect on the 28<sup>th</sup> day of September 2017.



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Ione Challborn  
Chair, Board of Governors of Grant MacEwan University



**RESOLUTION OF THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY**  
**("The Board of Governors")**

**Organization of MacEwan Downtown Corporation**

WHEREAS on May 12, 2014 the Board of Governors approved the incorporation or acquisition of a subsidiary land development company, and of any further subsidiary companies of such development company, each to be a wholly owned subsidiary of the Board of Governors, to act as trustee of a trust to hold and develop lands that are transferred by the Board of Governors to such subsidiaries and/or to acquire lands for future university development.

AND WHEREAS by Order in Council dated September 4, 2014 the Lieutenant Governor in Council approved in the incorporation or acquisition of such a subsidiary land development company by the Board of Governors.

AND WHEREAS the Board of Governors has acquired MacEwan Downtown Corporation, a corporation duly incorporated under and governed by the laws of the Province of Alberta, in order to serve the purposes set out above and it is now necessary to take steps to organize MacEwan Downtown Corporation.

IT IS HEREBY RESOLVED:

THAT the Board of Governors, in its capacity as sole shareholder in MacEwan Downtown Corporation, appoint David McLaughlin, John McGrath and Michelle Plouffe as directors of MacEwan Downtown Corporation and that Ione Challborn be authorized to execute a shareholder resolution to such effect on behalf of the Board of Governors;

THAT the Board of Governors enter into an Appointment Agreement & Indemnity concerning the role of David McLaughlin in his capacity as director and officer of MacEwan Downtown Corporation and John McGrath and Michelle Plouffe in their capacities as directors of MacEwan Downtown Corporation, each in the form presented at the Board of Governors meeting on September 28, 2017, and that Ione Challborn be authorized to execute such agreement on behalf of the Board of Governors;

THAT until otherwise resolved, Ione Challborn, or such other person as may from time to time occupy the position of Chair of the Board of Governors, be authorized to vote the shares held by the Board of Governors in MacEwan Downtown Corporation at any special or ordinary meeting of the shareholder of MacEwan Downtown Corporation and on any matter or to sign a resolution in lieu thereof and generally to exercise and carry out all such rights, powers and entitlements as the Board of Governors may hold in its capacity as shareholder in MacEwan Downtown Corporation including any held by it under the provisions of MacEwan Downtown Corporation's Unanimous Shareholder Agreement.

THAT any acts undertaken by Ione Challborn or the Board of Governors in furtherance of the above resolutions, whether before, on or after September 28, 2017, are hereby approved, ratified and confirmed.

  
Ione Challborn

Chair, The Board of Governors of Grant MacEwan University

**MACEWAN DOWNTOWN CORPORATION**  
(the "Corporation")

**SHAREHOLDER'S RESOLUTIONS**

**IT IS HEREBY RESOLVED:**

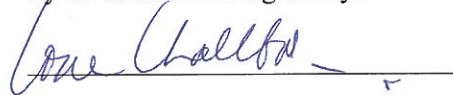
1. **THAT** Brent Quinton was removed as a Director of the Corporation .
2. **THAT** the appointments of David McLaughlin, John McGrath, and Michelle Plouffe as Directors of the Corporation are hereby approved.
3. **THAT** the following are hereby confirmed to be the Directors of the Corporation until the Shareholder otherwise determines:

David McLaughlin  
John McGrath  
Michelle Plouffe

4. **THAT** any acts undertaken by the Shareholder, or its designate, in furtherance of the above resolutions, whether before, on or after the effective date hereof, are hereby approved, ratified and confirmed.

**DATED** the 20th day of September, 2017.

THE BOARD OF GOVERNORS OF  
GRANT MACEWAN UNIVERSITY  
by its authorized signatory:



## APPOINTMENT AGREEMENT & INDEMNITY

**WHEREAS** the Board of Governors of Grant MacEwan University ("**MacEwan University**"), as sole shareholder of MacEwan Downtown Corporation (the "**Corporation**"), has appointed John McGrath (the "**Director**") as a director of the Corporation; and

**WHEREAS** the Director is also an employee of MacEwan University; and

**WHEREAS** Corporation is the trustee of The MacEwan University Land Trust (the "**Trust**") and MacEwan University is a beneficiary thereof; and

**WHEREAS** it is the desire of the Corporation, MacEwan University and the Director that the Director be permitted to exercise his or her powers, and discharge his or her duties, as a director of the Corporation free from any direction, influence or control by or from MacEwan University in its capacity as employer; and

**WHEREAS** MacEwan University deems it appropriate to indemnify the Director in respect of any liabilities he may assume or incur in the honest discharge of his duties as such director;

**NOW THEREFORE IN CONSIDERATION OF ONE (\$1.00) DOLLAR** and other good and valuable consideration, the receipt, benefit and sufficiency of which is hereby acknowledged by all parties hereto, the parties acknowledge and agree as follows:

### **Article 1.     Definitions**

**1.1**     For the purposes of this Agreement:

- (a) "**this Agreement**" means this deed of Appointment Agreement & Indemnity and all of the provisions herein contained.
- (b) "**Applicable Laws**" means all applicable provisions of all (a) statutes, laws (including common law), regulations, ordinances or codes of any Governmental Authority, including without limitation the *Post-Secondary Learning Act* and its regulations, and (b) orders, decisions, injunctions, judgments, awards, licenses, permits and decrees of any Governmental Authority.
- (c) "**Directors' & Officers' Liabilities**" means any claim, charge, penalty, cost (including legal expenses on a solicitor and his own client basis), judgment, settlement amount, liability or other amount of any nature or kind whatsoever (including any such liability or amount in respect of an action by or on behalf of a MacEwan Corporation, to procure a judgment or other recovery in its favour) which a director or officer of a MacEwan Corporation may suffer, sustain, incur, or expend or for or in respect of which such director or officer may, in any jurisdiction or under any law, become liable or otherwise legally responsible, by reason of holding such office or directorship or by reason of engaging in any

acts or omissions in the performance of such office or directorship, including by way of example only and without any limitation whatsoever to the foregoing or to the breadth of the indemnity given hereunder, liability for or arising out of (i) any act of negligence or other tortious act or omission; (ii) failure by a MacEwan Corporation to pay or remit any sum (including without limitation, income tax, goods and service tax, employment insurance levies, pension plan contributions and employee income tax deductions) to any Governmental Authority, (iii) the release of, or failure to remediate, any environmentally harmful or hazardous substance or condition, by a MacEwan Corporation, (iv) the failure by a MacEwan Corporation to pay salaries, wages, benefits, severance or other employment entitlements, to employees of the MacEwan Corporation or any of them, (v) fines, assessments or other penalties arising out of the failure of a MacEwan Corporation to comply with Applicable Laws, (vi) the director or officer acting as agent of a MacEwan Corporation in entering into any obligation on the MacEwan Corporation's behalf where a third party was entitled to assume that the director or officer was acting as principal, and (vii) any and all actions, claims, judgments, costs, charges, losses, damages and expenses (including legal expenses, on a solicitor and his own client basis) which a director or officer shall or may suffer, incur, expend or sustain (including an amount paid to settle an action or satisfy a judgment) by reason of any of the foregoing.

(d) **"Governmental Authority"** means any body, authority, agency or other entity (federal, state, provincial, municipal or otherwise) exercising executive, legislative, judicial, regulatory or administrative functions of a government.

(e) **"MacEwan Corporation"** means the Corporation and any subsidiary of the Corporation.

(f) **"Senior Party"** means MacEwan University, any member of the Board of Governors of Grant MacEwan University and any officer or other employee of MacEwan University to whom the Director reports or is obliged to take direction from in the course of the Director's employment with MacEwan University.

1.2 This Agreement shall, regardless of its date of execution or delivery, be deemed effective as between the parties from and including the date that the Director was appointed as director to the first of the MacEwan Corporations that he or she was so appointed.

## **Article 2. Unfettered Discretion**

2.1 MacEwan University expressly acknowledges and agrees that the Director, as a director of the Corporation, owes fiduciary duties to the Corporation that cannot be abrogated by agreement or direction from third parties and further that his powers and duties as director cannot, other than by way of unanimous shareholder agreement, be fettered by agreement or by direction from MacEwan University (as employer) or from any other Senior Party.

2.2 The Director is expressly permitted and encouraged to exercise his or her discretion as director of the Corporation independently of his or her duties as an employee of MacEwan University and MacEwan University expressly agrees that, without limitation to paragraph 2.3, in the event of

conflict between the Director's duties and obligations as employee of MacEwan University and the Director's duties and obligations as director of the Corporation (including any duties of confidentiality otherwise owed to MacEwan University), the Director's duties and obligations as director of the Corporation shall take precedence and prevail. For greater certainty, the Director shall not be obliged to follow, and may disregard, any order or instruction from any Senior Party in relation to any decision or other action taken or to be taken by the Director as such director concerning the assets or operations of the Corporation and disregarding or failing to abide by such order or direction shall not be a contravention of the Director's duties or contract of employment.

- 2.3 MacEwan University acknowledges and agrees that any knowledge or information, confidential or otherwise, which comes into the possession or knowledge of the Director in the course of his or her employment by MacEwan University may, so long as MacEwan University is the sole shareholder in the Corporation, be freely used by the Director in connection with the discharge of his or her powers and duties as director of the Corporation.
- 2.4 The provisions of this Article 2 shall not be qualified or otherwise limited by reason only of the fact that the Director may, at any time, or from time to time, seek or obtain advice or other information from, or consult with, Senior Parties for the purposes of better determining what decisions or courses of action of the Corporation are in the best interests of MacEwan University as a beneficiary of the Trust.
- 2.5 MacEwan University covenants and represents that no decision or action taken by the Director in his or her capacity as director of the Corporation in the good faith exercise of those powers that MacEwan University disagrees with, or which contravenes any contrary direction or order from a Senior Party, or which for any other reason displeases a Senior Party shall be taken into account in the making of any decision by MacEwan University respecting the Director's employment or the advancement thereof and MacEwan University agrees that it shall at all times act in good faith in respect of the foregoing.
- 2.6 For the better effectuating the foregoing, the provisions of the Director's contract of employment with MacEwan University, whether, implied, oral or written, shall be deemed amended and qualified by the provisions of this Article 2

### **Article 3.     Indemnity**

- 3.1 MacEwan University hereby agrees to indemnify and save harmless the Director from and against any and all Directors' & Officers' Liabilities EXCEPT:
- (a) if, in relation to the incurring of such liability, the Director had not been acting honestly and in good faith with a view to the best interests of the Corporation or the MacEwan Corporation to which such liability relates;
- (b) without limitation to subparagraph (a) above:

- (i) if such liability is in respect of a civil action arising out of an act of deceit or other wilful wrongdoing by the Director (unless done at the request or direction of a Senior Party); or
- (ii) if, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director was subjectively aware that his or her conduct in that regard was unlawful (unless committed at the request or direction of a Senior Party).

**3.2** The indemnity set out in paragraph 3.1 is in addition to, and not in substitution for (but shall also not be limited by), any other indemnity or protections to which the Director is entitled including, without limitation; any such entitlements under (a) any policy of insurance at any time maintained by MacEwan University or a MacEwan Corporation, (b) the bylaws, articles of association or other constitutional or constating documents of a MacEwan Corporation, (c) any other contract of indemnity including any such indemnity contained within any contract of employment or personal service, or (d) under any principle of Applicable Laws.

**3.3** For the purposes hereof, any act or decision of the Director that is, or intended to be, in the best interests of MacEwan University as beneficiary of the Trust shall be deemed to be an act or decision made in best interests of the MacEwan Corporation on whose behalf the act or decision was made.

#### **Article 4.     Miscellaneous**

**4.1** This Agreement shall be read as being subject to, and limited by, Applicable Laws so that this Agreement shall remain in full force and effect to the extent it does not contravene Applicable Laws and so that any provisions hereof, or interpretations thereof, which but for this paragraph would have contravened Applicable Laws shall be severed or excluded, as the case may be, and the remainder of this Agreement after such severance or under such interpretations as the case may be, shall remain in full force and effect against and binding upon MacEwan University.

**4.2** For greater certainty, the indemnities and other protections given and granted hereunder shall be deemed to extend to the Director's heirs, executors and personal representatives in their capacity as such.

**4.3** This Agreement may be executed in separate counterparts.


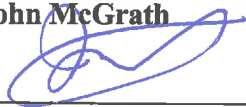

**4.4** For greater certainty, this Agreement shall survive the Director's resignation or other removal from office or directorship with a MacEwan Corporation, regardless of the grounds or circumstances of such resignation or removal.

**4.5** This Agreement shall be governed by the laws of the Province of Alberta, Canada.



- 4.6 For greater certainty, nothing in this agreement limits the rights, powers or abilities of MacEwan University in its capacity as shareholder of the Corporation including the ability to enter into or enact any unanimous shareholder agreement impacting upon the powers of the Director as director or its ability to remove or replace the Director as a director of the Corporation or to appoint any additional persons as directors of the Corporation.

Dated with effect as and from the 20<sup>th</sup> day of September, 2017.

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|---|---|
|   |   |
| <b>Witness</b><br> | <b>John McGrath</b><br>   |
|   | <b>THE BOARD OF GOVERNORS OF<br/>GRANT MacEWAN UNIVERSITY</b><br><b>Per:</b>  |
|   |   |

## **APPOINTMENT AGREEMENT & INDEMNITY**

**WHEREAS** the Board of Governors of Grant MacEwan University ("**MacEwan University**"), as sole shareholder of MacEwan Downtown Corporation (the "**Corporation**"), has appointed David McLaughlin (the "**Director**") as a director of the Corporation and the Director will also be an officer of the Corporation; and

**WHEREAS** the Director is also an employee of MacEwan University; and

**WHEREAS** Corporation is the trustee of The MacEwan University Land Trust (the "**Trust**") and MacEwan University is a beneficiary thereof; and

**WHEREAS** it is the desire of the Corporation, MacEwan University and the Director that the Director be permitted to exercise his or her powers, and discharge his or her duties, as a director and officer of the Corporation free from any direction, influence or control by or from MacEwan University in its capacity as employer; and

**WHEREAS** MacEwan University deems it appropriate to indemnify the Director in respect of any liabilities he may assume or incur in the honest discharge of his duties as such director and officer;

**NOW THEREFORE IN CONSIDERATION OF ONE (\$1.00) DOLLAR** and other good and valuable consideration, the receipt, benefit and sufficiency of which is hereby acknowledged by all parties hereto, the parties acknowledge and agree as follows:

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**1.1**     For the purposes of this Agreement:

- (a) "this Agreement"** means this deed of Appointment Agreement & Indemnity and all of the provisions herein contained.
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- (c) "Directors' & Officers' Liabilities"** means any claim, charge, penalty, cost (including legal expenses on a solicitor and his own client basis), judgment, settlement amount, liability or other amount of any nature or kind whatsoever (including any such liability or amount in respect of an action by or on behalf of a MacEwan Corporation, to procure a judgment or other recovery in its favour) which a director or officer of a MacEwan Corporation may suffer, sustain, incur, or expend or for or in respect of which such director or officer may, in any jurisdiction or under any law, become liable or otherwise legally

responsible, by reason of holding such office or directorship or by reason of engaging in any acts or omissions in the performance of such office or directorship, including by way of example only and without any limitation whatsoever to the foregoing or to the breadth of the indemnity given hereunder, liability for or arising out of (i) any act of negligence or other tortious act or omission; (ii) failure by a MacEwan Corporation to pay or remit any sum (including without limitation, income tax, goods and service tax, employment insurance levies, pension plan contributions and employee income tax deductions) to any Governmental Authority, (iii) the release of, or failure to remediate, any environmentally harmful or hazardous substance or condition, by a MacEwan Corporation, (iv) the failure by a MacEwan Corporation to pay salaries, wages, benefits, severance or other employment entitlements, to employees of the MacEwan Corporation or any of them, (v) fines, assessments or other penalties arising out of the failure of a MacEwan Corporation to comply with Applicable Laws, (vi) the director or officer acting as agent of a MacEwan Corporation in entering into any obligation on the MacEwan Corporation's behalf where a third party was entitled to assume that the director or officer was acting as principal, and (vii) any and all actions, claims, judgments, costs, charges, losses, damages and expenses (including legal expenses, on a solicitor and his own client basis) which a director or officer shall or may suffer, incur, expend or sustain (including an amount paid to settle an action or satisfy a judgment) by reason of any of the foregoing.

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(e) **"MacEwan Corporation"** means the Corporation and any subsidiary of the Corporation.

(f) **"Senior Party"** means MacEwan University, any member of the Board of Governors of Grant MacEwan University and any officer or other employee of MacEwan University to whom the Director reports or is obliged to take direction from in the course of the Director's employment with MacEwan University.

- 1.2 This Agreement shall, regardless of its date of execution or delivery, be deemed effective as between the parties from and including the date that the Director was appointed as director or officer to the first of the MacEwan Corporations that he or she was so appointed.

## **Article 2.     Unfettered Discretion**

- 2.1 MacEwan University expressly acknowledges and agrees that the Director, as a director and officer of the Corporation, owes fiduciary duties to the Corporation that cannot be abrogated by agreement or direction from third parties and further that his powers and duties as director cannot, other than by way of unanimous shareholder agreement, be fettered by agreement or by direction from MacEwan University (as employer) or from any other Senior Party.
- 2.2 The Director is expressly permitted and encouraged to exercise his or her discretion as director or officer of the Corporation independently of his or her duties as an employee of MacEwan

University and MacEwan University expressly agrees that, without limitation to paragraph 2.3, in the event of conflict between the Director's duties and obligations as employee of MacEwan University and the Director's duties and obligations as director or officer of the Corporation (including any duties of confidentiality otherwise owed to MacEwan University), the Director's duties and obligations as director and officer of the Corporation shall take precedence and prevail. For greater certainty, the Director shall not be obliged to follow, and may disregard, any order or instruction from any Senior Party in relation to any decision or other action taken or to be taken by the Director as such director or officer concerning the assets or operations of the Corporation and disregarding or failing to abide by such order or direction shall not be a contravention of the Director's duties or contract of employment.

- 2.3 MacEwan University acknowledges and agrees that any knowledge or information, confidential or otherwise, which comes into the possession or knowledge of the Director in the course of his or her employment by MacEwan University may, so long as MacEwan University is the sole shareholder in the Corporation, be freely used by the Director in connection with the discharge of his or her powers and duties as director or officer of the Corporation.
- 2.4 The provisions of this Article 2 shall not be qualified or otherwise limited by reason only of the fact that the Director may, at any time, or from time to time, seek or obtain advice or other information from, or consult with, Senior Parties for the purposes of better determining what decisions or courses of action of the Corporation are in the best interests of MacEwan University as a beneficiary of the Trust.
- 2.5 MacEwan University covenants and represents that no decision or action taken by the Director in his or her capacity as director of the Corporation in the good faith exercise of those powers that MacEwan University disagrees with, or which contravenes any contrary direction or order from a Senior Party, or which for any other reason displeases a Senior Party shall be taken into account in the making of any decision by MacEwan University respecting the Director's employment or the advancement thereof and MacEwan University agrees that it shall at all times act in good faith in respect of the foregoing.
- 2.6 For the better effectuating the foregoing, the provisions of the Director's contract of employment with MacEwan University, whether, implied, oral or written, shall be deemed amended and qualified by the provisions of this Article 2

### **Article 3.     Indemnity**

- 3.1 MacEwan University hereby agrees to indemnify and save harmless the Director from and against any and all Directors' & Officers' Liabilities EXCEPT:
- (a) if, in relation to the incurring of such liability, the Director had not been acting honestly and in good faith with a view to the best interests of the Corporation or the MacEwan Corporation to which such liability relates;

(b) without limitation to subparagraph (a) above:

- (i) if such liability is in respect of a civil action arising out of an act of deceit or other wilful wrongdoing by the Director (unless done at the request or direction of a Senior Party); or
- (ii) if, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director was subjectively aware that his or her conduct in that regard was unlawful (unless committed at the request or direction of a Senior Party).

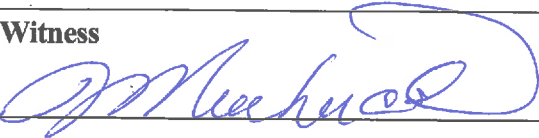


- 3.2** The indemnity set out in paragraph 3.1 is in addition to, and not in substitution for (but shall also not be limited by), any other indemnity or protections to which the Director is entitled including, without limitation; any such entitlements under (a) any policy of insurance at any time maintained by MacEwan University or a MacEwan Corporation, (b) the bylaws, articles of association or other constitutional or constating documents of a MacEwan Corporation, (c) any other contract of indemnity including any such indemnity contained within any contract of employment or personal service, or (d) under any principle of Applicable Laws.
- 3.3** For the purposes hereof, any act or decision of the Director that is, or intended to be, in the best interests of MacEwan University as beneficiary of the Trust shall be deemed to be an act or decision made in best interests of the MacEwan Corporation on whose behalf the act or decision was made.

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- 4.1** This Agreement shall be read as being subject to, and limited by, Applicable Laws so that this Agreement shall remain in full force and effect to the extent it does not contravene Applicable Laws and so that any provisions hereof, or interpretations thereof, which but for this paragraph would have contravened Applicable Laws shall be severed or excluded, as the case may be, and the remainder of this Agreement after such severance or under such interpretations as the case may be, shall remain in full force and effect against and binding upon MacEwan University.
- 4.2** For greater certainty, the indemnities and other protections given and granted hereunder shall be deemed to extend to the Director's heirs, executors and personal representatives in their capacity as such.
- 4.3** This Agreement may be executed in separate counterparts.
- 4.4** For greater certainty, this Agreement shall survive the Director's resignation or other removal from office or directorship with a MacEwan Corporation, regardless of the grounds or circumstances of such resignation or removal.
- 4.5** This Agreement shall be governed by the laws of the Province of Alberta, Canada.

- 4.6 For greater certainty, nothing in this agreement limits the rights, powers or abilities of MacEwan University in its capacity as shareholder of the Corporation including the ability to enter into or enact any unanimous shareholder agreement impacting upon the powers of the Director as director or its ability to remove or replace the Director as a director of the Corporation or to appoint any additional persons as directors of the Corporation.

Dated with effect as and from the 20<sup>th</sup> day of September, 2017.

|   |   |
|---|---|
|   |   |
| Witness   | David McLaughlin  |
|  |       |
|   | THE BOARD OF GOVERNORS OF<br>GRANT MacEWAN UNIVERSITY                                   |
|   | Per:  |
|   |   |



## **APPOINTMENT AGREEMENT & INDEMNITY**

**WHEREAS** the Board of Governors of Grant MacEwan University ("**MacEwan University**"), as sole shareholder of MacEwan Downtown Corporation (the "**Corporation**"), has appointed Michelle Plouffe (the "**Director**") as a director of the Corporation; and

**WHEREAS** the Director is also an employee of MacEwan University; and

**WHEREAS** Corporation is the trustee of The MacEwan University Land Trust (the "**Trust**") and MacEwan University is a beneficiary thereof; and

**WHEREAS** it is the desire of the Corporation, MacEwan University and the Director that the Director be permitted to exercise his or her powers, and discharge his or her duties, as a director of the Corporation free from any direction, influence or control by or from MacEwan University in its capacity as employer; and

**WHEREAS** MacEwan University deems it appropriate to indemnify the Director in respect of any liabilities she may assume or incur in the honest discharge of her duties as such director;

**NOW THEREFORE IN CONSIDERATION OF ONE (\$1.00) DOLLAR** and other good and valuable consideration, the receipt, benefit and sufficiency of which is hereby acknowledged by all parties hereto, the parties acknowledge and agree as follows:

### **Article 1.     Definitions**

**1.1**     For the purposes of this Agreement:

- (a) "**this Agreement**" means this deed of Appointment Agreement & Indemnity and all of the provisions herein contained.
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- (c) "**Directors' & Officers' Liabilities**" means any claim, charge, penalty, cost (including legal expenses on a solicitor and his own client basis), judgment, settlement amount, liability or other amount of any nature or kind whatsoever (including any such liability or amount in respect of an action by or on behalf of a MacEwan Corporation, to procure a judgment or other recovery in its favour) which a director or officer of a MacEwan Corporation may suffer, sustain, incur, or expend or for or in respect of which such director or officer may, in any jurisdiction or under any law, become liable or otherwise legally responsible, by reason of holding such office or directorship or by reason of engaging in any

acts or omissions in the performance of such office or directorship, including by way of example only and without any limitation whatsoever to the foregoing or to the breadth of the indemnity given hereunder, liability for or arising out of (i) any act of negligence or other tortious act or omission; (ii) failure by a MacEwan Corporation to pay or remit any sum (including without limitation, income tax, goods and service tax, employment insurance levies, pension plan contributions and employee income tax deductions) to any Governmental Authority, (iii) the release of, or failure to remediate, any environmentally harmful or hazardous substance or condition, by a MacEwan Corporation, (iv) the failure by a MacEwan Corporation to pay salaries, wages, benefits, severance or other employment entitlements, to employees of the MacEwan Corporation or any of them, (v) fines, assessments or other penalties arising out of the failure of a MacEwan Corporation to comply with Applicable Laws, (vi) the director or officer acting as agent of a MacEwan Corporation in entering into any obligation on the MacEwan Corporation's behalf where a third party was entitled to assume that the director or officer was acting as principal, and (vii) any and all actions, claims, judgments, costs, charges, losses, damages and expenses (including legal expenses, on a solicitor and his own client basis) which a director or officer shall or may suffer, incur, expend or sustain (including an amount paid to settle an action or satisfy a judgment) by reason of any of the foregoing.

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- 2.2 The Director is expressly permitted and encouraged to exercise his or her discretion as director of the Corporation independently of his or her duties as an employee of MacEwan University and MacEwan University expressly agrees that, without limitation to paragraph 2.3, in the event of

conflict between the Director's duties and obligations as employee of MacEwan University and the Director's duties and obligations as director of the Corporation (including any duties of confidentiality otherwise owed to MacEwan University), the Director's duties and obligations as director of the Corporation shall take precedence and prevail. For greater certainty, the Director shall not be obliged to follow, and may disregard, any order or instruction from any Senior Party in relation to any decision or other action taken or to be taken by the Director as such director concerning the assets or operations of the Corporation and disregarding or failing to abide by such order or direction shall not be a contravention of the Director's duties or contract of employment.

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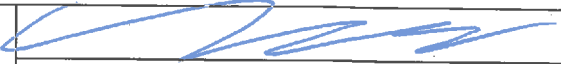

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- 4.6 For greater certainty, nothing in this agreement limits the rights, powers or abilities of MacEwan University in its capacity as shareholder of the Corporation including the ability to enter into or enact any unanimous shareholder agreement impacting upon the powers of the Director as director or its ability to remove or replace the Director as a director of the Corporation or to appoint any additional persons as directors of the Corporation.

Dated with effect as and from the 20<sup>th</sup> day of September, 2017.

|                |  |
|----------------|--|
|                |              |
| <b>Witness</b> | <b>Michelle Plouffe</b>  |
|                | <b>THE BOARD OF GOVERNORS OF<br/>GRANT MacEWAN UNIVERSITY</b>                                  |
|                | <b>Per:</b>  |
|                |  |

**RESOLUTION OF THE  
BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY**

**("Board of Governors")**

WHEREAS the Board of Governors, to carry out the purposes of MacEwan University, considers it appropriate and necessary to construct a Students' Association of MacEwan University Building ("Project") at a cost of \$31,336,000;

AND WHEREAS the Board of Governors considers it appropriate and necessary to borrow funds from the lender described in this resolution;

AND WHEREAS by resolution dated June 20, 2016, the Board of Governors approved and authorized the Vice President, Finance and Administration to act on behalf of MacEwan University to secure the loan;

AND WHEREAS the Board of Governors desire to amend the position authorized to secure the loan on behalf of MacEwan University as set out in this resolution;

IT IS HEREBY RESOLVED THAT:

1. Pursuant to section 73 of the *Post-secondary Learning Act* and subject to the prior approval of the Lieutenant Governor in Council, the Board of Governors, for the purposes of MacEwan University, authorizes and approves the borrowing ("Loan") of an amount to fund the Project not to exceed twenty-three million three hundred and thirty-six thousand dollars (\$23,336,000) in Canadian funds.
2. The Loan be:
  - a. From a lender which is the Alberta Capital Finance Authority ("Lender") in an amount not to exceed twenty-three million three hundred and thirty-six thousand dollars (\$23,336,000);
  - b. For a term not to exceed 25 years;
  - c. At an interest rate not to exceed 4.5% per annum.

And that within the parameters set out in this section 2, the establishment of the amount, term and interest rate be made by the President.

3. To secure the repayment of the Loan, the Board of Governors of Grant MacEwan University grant to the Lender such security as may be required by the Lender and agreed to by the President.
4. The President be and is hereby authorized for and on behalf of Board of Governors of Grant MacEwan University to:



- a. Negotiate, execute and deliver to the Lender such notes, bonds, debentures or other securities in such form, with or without seal, and containing such terms and conditions related to amount, denomination, time and place of payment, principal and interest and redemption as the Lender requires as a condition of the Loan;
  - b. Include in the security the Lender requires as a condition of the Loan all such securities, debentures, charges, pledges, mortgages, conveyances, assignments and transfers to or in favour of the Lender of all or any property, real or personal, moveable or immoveable, owned by Board of Governors of Grant MacEwan University or in which it may have an interest as the Lender may require;
  - c. Give the Lender any other documents or contracts necessary to give or furnish to the Lender the security or securities required by the Lender including without limiting the generality of the foregoing, all or any receivables, book debts due or growing due, stocks, bonds, insurance policies, promissory notes, bills of exchange and securities of all kinds.
5. All agreements, securities, documents and instruments proposing to be signed, made, drawn, accepted, executed, or endorsed as provided in this resolution shall be valid and binding on Board of Governors of Grant MacEwan University.
  6. The Lender shall be furnished with a signed copy of this resolution.

I hereby certify that this resolution has full force and effect on the 28<sup>th</sup> day of September 2017.



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Ione Challborn  
Chair, Board of Governors of Grant MacEwan University

**RESOLUTION OF THE BOARD OF GOVERNORS OF  
GRANT MACEWAN UNIVERSITY  
("Board of Governors")**

WHEREAS the Board of Governors, to carry out the purposes of Grant MacEwan University ("MacEwan University"), considers it appropriate and necessary to construct the parkade of the Centre for the Arts and Culture building ("Project");

AND WHEREAS the Board of Governors considers it appropriate and necessary to borrow funds from the lender described in this resolution;

AND WHEREAS by resolution dated November 22, 2013, the Board of Governors approved and authorized the Vice President, Finance and Administration to act on behalf of MacEwan University to secure the loan;

AND WHEREAS the Board of Governors desire to amend the position authorized to secure the loan on behalf of MacEwan University as set out in this resolution;

IT IS HEREBY RESOLVED THAT:

1. Pursuant to section 73 of the *Post-secondary Learning Act* and subject to the prior approval of the Lieutenant Governor in Council, the Board of Governors, for the purposes of MacEwan University, authorizes and approves the borrowing of an amount to fund the Project not to exceed seven million, five hundred thousand dollars (\$7,500,000) in Canadian funds ("Loan").
2. The Loan be:
  - a. From a lender which is the Alberta Capital Finance Authority ("Lender") in an amount not to exceed seven million, five hundred thousand dollars (\$7,500,000);
  - b. For a term not to exceed thirty years;
  - c. At an interest rate not to exceed 6% per annum.

And that within the parameters set out in this section 2, the establishment of the amount, term and interest rate be made by the President.

3. To secure the repayment of the Loan, MacEwan University grant to the Lender such security as may be required by the Lender and agreed to by the President.
4. The President be and is hereby authorized for and on behalf of MacEwan University to:
  - a. Negotiate, execute and deliver to the Lender such notes, bonds, debentures or other securities in such form, with or without seal, and containing such terms and conditions related to amount, denomination, time and place of payment, principal and interest and redemption as the Lender requires as a condition of the Loan;

- b. Include in the security the Lender requires as a condition of the Loan all such securities, debentures, charges, pledges, mortgages, conveyances, assignments and transfers to or in favour of the Lender of all or any property, real or personal, moveable or immoveable, owned MacEwan University or in which it may have an interest as the Lender may require;
  - c. Give the Lender any other documents or contracts necessary to give or furnish to the Lender the security or securities required by the Lender including without limiting the generality of the foregoing, all or any receivables, book debts due or growing due, stocks, bonds, insurance policies, promissory notes, bills of exchange and securities of all kinds.
5. All agreements, securities, documents and instruments proposing to be signed, made, drawn, accepted, executed, or endorsed as provided in this resolution shall be valid and binding on MacEwan University.
6. The Lender shall be furnished with a signed copy of this resolution.

I hereby certify that this resolution has full force and effect on the 28<sup>th</sup> day of September, 2017.



Ione Challborn  
Chair, The Board of Governors of Grant MacEwan University

**RESOLUTION OF THE BOARD OF GOVERNORS OF  
GRANT MACEWAN UNIVERSITY  
("Board of Governors")**

WHEREAS the Board of Governors, to carry out the purposes of Grant MacEwan University ("MacEwan University"), considers it appropriate and necessary to construct the commercial retail space of the Centre for the Arts and Culture building ("Project");

AND WHEREAS the Board of Governors considers it appropriate and necessary to borrow funds from the lender described in this resolution;

AND WHEREAS by resolution dated November 22, 2013, the Board of Governors approved and authorized the Vice President, Finance and Administration to act on behalf of MacEwan University to secure the loan;

AND WHEREAS the Board of Governors desire to amend the position authorized to secure the loan on behalf of MacEwan University as set out in this resolution;

IT IS HEREBY RESOLVED THAT:


1. Pursuant to section 73 of the *Post-secondary Learning Act* and subject to the prior approval of the Lieutenant Governor in Council, the Board of Governors, for the purposes of MacEwan University, authorizes and approves the borrowing of an amount to fund the Project not to exceed three million, two hundred thousand dollars (\$3,200,000) in Canadian funds ("Loan").
2. The Loan be:
  - a. From a lender which is the Alberta Capital Finance Authority ("Lender") in an amount not to exceed three million, two hundred thousand dollars (\$3,200,000);
  - b. For a term not to exceed thirty years;
  - c. At an interest rate not to exceed 6% per annum.

And that within the parameters set out in this section 2, the establishment of the amount, term and interest rate be made by the President.

3. To secure the repayment of the Loan, MacEwan University grant to the Lender such security as may be required by the Lender and agreed to by the President.
4. The President be and is hereby authorized for and on behalf of MacEwan University to:
  - a. Negotiate, execute and deliver to the Lender such notes, bonds, debentures or other securities in such form, with or without seal, and containing such terms and conditions related to amount, denomination, time and place of payment, principal and interest and redemption as the Lender requires as a condition of the Loan;

- b. Include in the security the Lender requires as a condition of the Loan all such securities, debentures, charges, pledges, mortgages, conveyances, assignments and transfers to or in favour of the Lender of all or any property, real or personal, moveable or immovable, owned MacEwan University or in which it may have an interest as the Lender may require;
  - c. Give the Lender any other documents or contracts necessary to give or furnish to the Lender the security or securities required by the Lender including without limiting the generality of the foregoing, all or any receivables, book debts due or growing due, stocks, bonds, insurance policies, promissory notes, bills of exchange and securities of all kinds.
- 5. All agreements, securities, documents and instruments proposing to be signed, made, drawn, accepted, executed, or endorsed as provided in this resolution shall be valid and binding on MacEwan University.
- 6. The Lender shall be furnished with a signed copy of this resolution.

I hereby certify that this resolution has full force and effect on the 28th day of September, 2017..

  
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Ione Challborn  
Chair, The Board of Governors of Grant MacEwan University