

This Agreement made as of the 16th day of February, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA (“Alberta”),
as represented by the Minister of Transportation (“Minister”)
OF THE FIRST PART

- and the -

«**MUNICIPALITY**»
in the Province of Alberta (“Municipality”)
OF THE SECOND PART

AMENDING AGREEMENT

WHEREAS the Minister and the Municipality entered into a memorandum of understanding dated the **30th** day of **June 2005** (the “2005 Agreement”);

AND WHEREAS the Parties are desirous of extending the 2005 Agreement for a further four year term;

AND WHEREAS the Parties agree to amend the 2005 Agreement as contained herein.

IN CONSIDERATION of the mutual covenants contained in this Amending Agreement, the Parties agree as follows:

1. Section 14 is struck out and the following inserted:

“This Memorandum of Agreement shall continue in effect until March 31, 2014 and may be renewed thereafter if mutually agreed in writing. To facilitate efficient planning, any renewal period should be implemented before the expiry date.”
2. Section 15 is amended by striking out “March 31, 2010” and inserting “March 31, 2014”.
3. Schedule 1 is deleted in its entirety and Schedule 1 attached hereto is inserted.
4. All other terms and conditions of the 2005 Agreement, except where amended by this Amending Agreement, continue to be in full force and effect.
5. All capitalized terms shall have the same meaning as in the 2005 Agreement unless otherwise defined herein.

IN WITNESS WHEREOF this Amending Agreement has been duly executed by the Parties and made effective as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Transportation

Date: February 16, 2010

(Signed by the Honourable Luke Ouellette)

«**MUNICIPALITY**» as Represented by the Chief Elected Official

Date: _____

(Signed by the Chief Elected Official)

SCHEDULE 1

FUNDS TO BE TRANSFERRED TO THE «MUNICIPALITY»

This page contains an outline of the proposed maximum grant eligibility for the Municipality.

Payment of any grant under this program is subject to:

1. The availability of funding for this program.
2. Sufficient accepted eligible Municipal Infrastructure Projects.
3. Completion of financial reports for previous years grants.
4. Compliance with all other terms of the Memorandum of Agreement.

This proposed schedule may change from time to time. A change in this schedule does not alter any other term of this Memorandum of Agreement.

In 2010-2011, \$«FGTFYR» ,

In 2011-2012, \$«FGTFYR» ,

In 2012-2013, \$«FGTFYR» ,

In 2013-2014, \$«FGTFYR» .

The basis for calculation of the total grant available to the municipality will be the Alberta 2009 Official Population List.