

# Villeneuve Landing Network – Partner Agreement

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THIS PARTNER AGREEMENT (the “**Agreement**”) MADE EFFECTIVE THE \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Between:

Sturgeon County (“**Sturgeon**”)

and

Edmonton Regional Airports Authority (“**ERAA**”)

and

Name of Partner (the “**Partner**”)

## 1. Purpose

- a. To support the conditions for growth and sustainable economic prosperity of the Villeneuve Airport and its surrounding area, as identified in Schedule A and collectively referred to as the “Lands,” through the development of a formal collaborative economic development arrangement referred to as the “Villeneuve Landing Network.”
- b. To provide a framework for a non-binding, multi-partner approach to facilitate investment attraction and a mechanism for a shared investment / shared benefit model in the development of the Lands.

## 2. Definitions

- a. “**Business Case Investment Model**” means a voluntary opportunity offered by the Founders or a Founder by which a Partner may contribute to the cost of incentivizing development in the Lands and for which a Partner may receive a return for their contribution, as further described in Schedule “B”;
- b. “**Effective Date**” means the date first written above;
- c. “**Founders**” means each of Sturgeon and ERAA, and “**Founder**” means any one of them;
- d. “**Lands**” means all the lands depicted within the plan contained within Schedule “A” attached hereto, with that portion in blue being under the purview of ERAA and the lands described in red being under the purview of Sturgeon;
- e. “**Party**” means any one of the signatories of this Agreement, and “**Parties**” means all the signatories of this Agreement;
- f. “**Villeneuve Landing Network**” means the collaboration between the Parties formed under and for the limited purposes and scope set out in this Agreement.

## 3. Term

- a. This Agreement shall be in place from the Effective Date for a period of two (2) years, unless terminated in accordance with this Agreement. Upon the expiry of the term, the Parties shall

review the goals, progress, structure, and other matters respecting the operation and development of the Villeneuve Landing Network. The Parties, upon mutual consent, may extend this Agreement, under the same terms and conditions, for up to a total term of ten (10) years.

- b. The Partner may withdraw its participation in the Villeneuve Landing Network and terminate this Agreement upon giving two (2) months written notice to the Founders.
- c. The Founders may terminate this Agreement at any time.

#### **4. Acknowledgements**

- a. The Parties each acknowledge that:
  - i. The Villeneuve Airport is the premier general aviation airport and flight training facility in the Edmonton Metropolitan Region;
  - ii. The Lands represent an opportunity to enable regional economic success, with over \$60 million in current economic output and a potential to diversify and substantially increase its value over time;
  - iii. The economic opportunity of the Villeneuve Airport includes potential investments related to flight training, transportation and logistics, aeronautical maintenance, manufacturing, innovation, clean energy, defence and security, and more, but shall not focus on scheduled air service;
  - iv. Growth in the Lands is best supported through collaborative investment development and attraction, advocacy, infrastructure servicing, and land use planning;
  - v. Growth plans will position the Lands to be leveraged as an economic development and diversification center for the surrounding region;
  - vi. In undertaking collaborative work, the Parties are subject to relevant legislative, governance, and financial limitations or requirements;
  - vii. The continued sustainability of the Villeneuve Airport requires financial strength for long-term, effective operations;
  - viii. The development of the Lands and the activities of the Villeneuve Landing Network shall consider environmental, social and governance (ESG) outcomes;
  - ix. The Founders may invite, on similar terms and conditions to those set out in this Agreement, other partners to participate in the Villeneuve Landing Network.

#### **5. Founder Commitments**

- a. The Founders mutually commit to:
  - i. The development and presentation of investment business cases for consideration by the Partner;
  - ii. The preparation of annual performance reporting, opportunity assessments, and strategic decision points for input from the Partner; and
  - iii. Organizing meetings between the Founders and Partners at least quarterly.

#### **6. Partner Commitments**

- a. The Partner commits to:
  - i. Advocating for the development of the Lands;
  - ii. Regularly participating in activities and meetings of the Villeneuve Landing Network;

- iii. Reviewing Business Case Investment Model opportunities and responding to the Founders in a timely manner.

## **7. Mutual Acknowledgments**

- a. The Parties mutually acknowledge that:
  - i. This Agreement is not legally binding and does not commit the Parties to fund future infrastructure or other forms of financial or non-financial incentives that could support the development of the Lands;
  - ii. Nothing within this Agreement restricts the authority of any Party, and that the responsibility for conducting activities pertaining to the Lands ultimately rests with the Founders;
  - iii. There is no fee or ongoing cost associated with being a Partner within the Villeneuve Landing Network at this time;
  - iv. Any contribution made by a Party towards the cost of development within the Lands, and the distribution of corresponding revenues/benefits, will be subject to the examination of a Business Case and be undertaken at the sole discretion of each Party;
  - v. In the event that the Parties invest in a particular opportunity, it is understood and agreed that for each investment opportunity, all of the Parties agreeing to participate shall execute a separate, formal agreement governing the financial contribution, financial return, and rights and responsibilities of the Parties thereto; and
  - vi. Each Party will identify a representative to act as a primary point of contact to respond to matters pertaining to this Agreement.

## **8. Confidentiality**

- a. In the event that information of a sensitive and confidential nature is shared between the Parties, the Parties agree to hold such information strictly in confidence, and to enter into a non-disclosure agreement(s) on mutually agreeable terms, to establish the terms and conditions upon which confidential information may be used, published, or disclosed by the Parties.

## **9. Relationship of Parties**

- a. The duties, obligations and liabilities of the Parties are intended to be separate and not joint or collective when pertaining to the Villeneuve Landing Network. Nothing contained in this Agreement, or in any agreement made pursuant hereto, shall ever be construed to create a partnership or association or impose a partnership duty, obligation or liability, with respect to any one or more of the Parties.

## **10. Previous Agreements**

- a. This Agreement wholly supersedes and replaces all other contracts, agreements, and understandings between the Parties, whether written or oral, in respect to the Villeneuve Landing Network.

## **11. Amendments**

- a. This Agreement shall not be changed, modified, or amended in any way except by instrument in writing duly executed by all of the Parties.

**12. Counterparts**

- a. This Agreement may be executed in as many counterparts as are necessary, including by facsimile or electronic means (including PDF), and all the executed counterparts together shall constitute one agreement.

For **Sturgeon County**

For **Edmonton Regional Airports Authority**

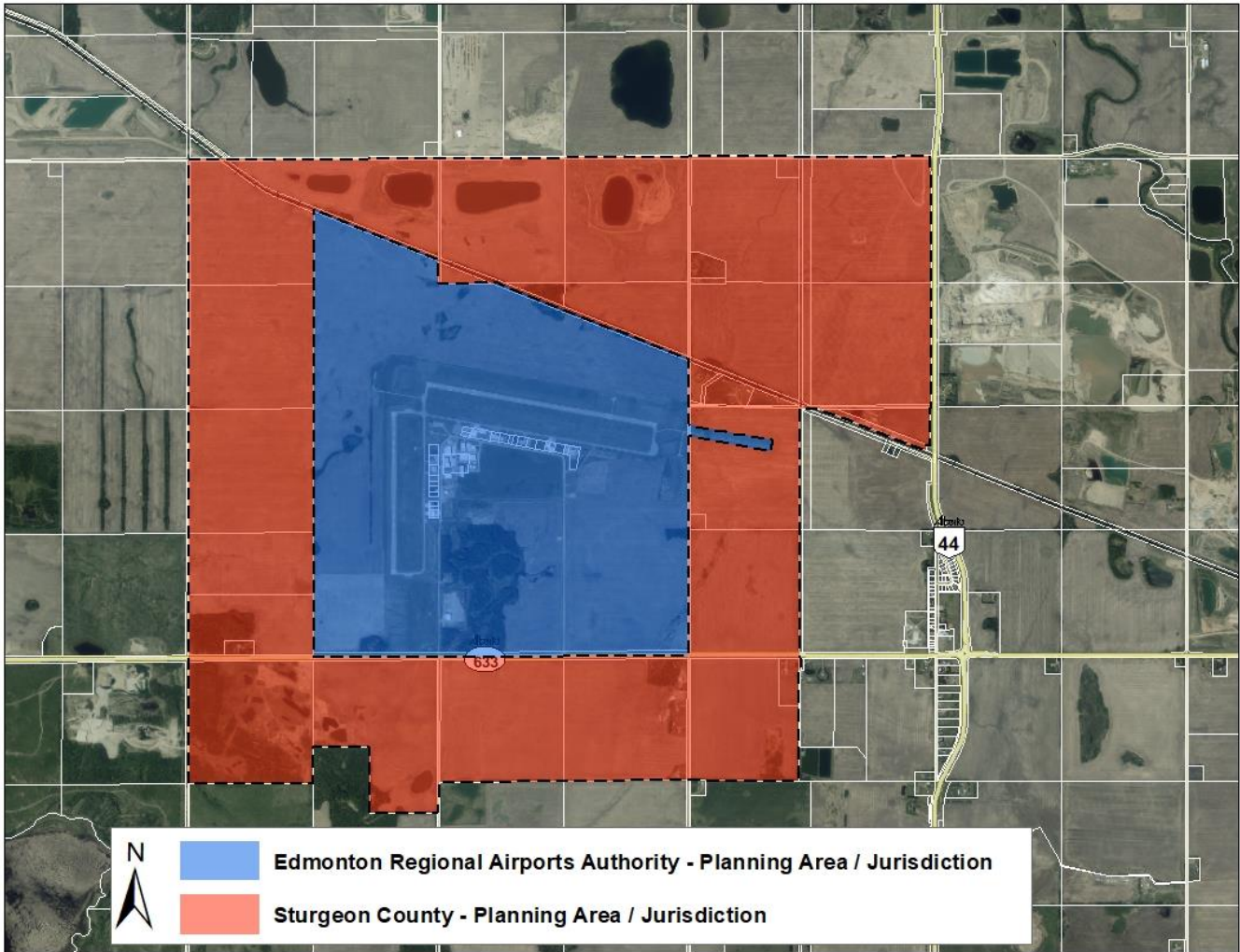
\_\_\_\_\_  
Name: Alanna Hnatiw  
Title: Mayor

\_\_\_\_\_  
Name: Tom Ruth  
Title: President and Chief Executive Officer

For **PARTNER NAME**

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Name: NAME  
Title: TITLE

**SCHEDULE A – The Lands**



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**Edmonton Regional Airports Authority - Planning Area / Jurisdiction**

**Sturgeon County - Planning Area / Jurisdiction**

## **SCHEDULE B – Business Case Investment Model**

The Founders are committed to using a Business Case Investment Model to provide Partners with a transparent tool by which to assess development opportunities in the Lands and determine whether they wish to participate in an investment opportunity.

Each Business Case will include the following information, at a minimum:

- i. Name of the Business Case/Project;
- ii. Proposed development timeline;
- iii. Anticipated development value;
- iv. The value of the incentive/contribution required to attract the development;
- v. The anticipated financial return on investment/contribution over a defined period;
- vi. Percentage of value retained by a Founder, if any, in recognition of prior and ongoing investment; and
- vii. Dispute resolution processes and criteria