



ENERGY

Mineral Development
Organizational Effectiveness
Financial Services

12th Floor
North Tower, Petroleum Plaza
9945-108 Street
Edmonton, Alberta T5K 2G6

Telephone (780)427-3600
Fax (780)422-4281

File No.

Date

Company Name

Address 1

Address 2

City, Province

Postal Code

Attention

Kindly indicate by your signature on this Pre-Authorized Automatic Debit Payment Agreement, that you accept the following terms, statements and conditions as being contractually binding upon you as the Client, and Her Majesty the Queen in right of Alberta, as represented by the Minister of Alberta Energy (herein called "DOE"):

1. That in this Agreement:
 - (a) "Agreement" means this letter agreement entered into between DOE and the Client;
 - (b) "Automatic Debit" means the electronic debiting of the Subject Bank Account for, and in the amount of, Specified Charges directed by the Client;
 - (c) "Automatic Debit Remittance" means the form attached hereto as Schedule "A";
 - (d) "Business Day" means a work day for employees of the Crown in right of Alberta;
 - (e) "Client" means the payor on record with the Crown, in respect of the Charges, that is identified in the Automatic Debit Remittance and that is signing this Agreement;
 - (f) "Charges" means billings or invoices by DOE to the Client in respect of
 - (i) royalty on Crown minerals,
 - (ii) gas or petroleum accounts,
 - (iii) primary and experimental oil sands accounts,

- (iv) tax in respect of taxable mineral rights as defined in the *Freehold Mineral Rights Tax Act*,
- (v) internet searches, and
- (vi) fees payable in respect of applications for, or for the issuing of, exploration approvals, exploration licences or exploration permits as defined in Part 10 of the *Mines and Minerals Act*,

that are due and payable at the end of a month;

- (g) “Specified Charges” means the Charges or portions of Charges of the kinds or types, and in the amounts, specified in the Automatic Debit Remittance;
 - h) “Subject Bank Account” means the Client’s bank account, the details of which are described and set forth in section 7 of this Agreement.
- 2(1) That Schedule “A” attached and headed “Automatic Debit Remittance” is hereby incorporated into and made part of this Agreement and any reference herein to “Agreement” shall be deemed to include that Schedule.
 - (2) That in this Agreement words in the singular include the plural and words in the plural include the singular.
 - (3) That in this Agreement a reference to the *Mines and Minerals Act* 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, or other subordinate legislation or directives or information letters from time to time made under any enactment referred to in clause (a) or (b), as amended from time to time.
 - (4) That this Agreement shall be construed, interpreted and applied in accordance with the laws and in the Courts of the Province of Alberta.
 - (5) That if there is any conflict between the provisions in the body of this Agreement and the Schedules of this Agreement, the provisions in the body of this Agreement shall prevail.
 - (6) That if any provision of this Agreement is declared by a court of competent jurisdiction to be unlawful, invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement.

3. That participation by the Client in the programme for payment by Automatic Debits is conditional upon the Client signing this Agreement which pre-authorizes payments by Automatic Debit completed in accordance with section 5.
4. That once the Client has signed this Agreement the Client can, by following the requirements of section 5 of this Agreement, make it applicable to all or any portion of a Charge by DOE to the Client made subsequent to the signing of this Agreement.
5. That this Agreement will be made applicable to all or any portion of a Charge by DOE to the Client through an election by the Client to pay the Charge or a specified portion thereof by Automatic Debit. The Client may elect to pay Specified Charges due and payable in a month by Automatic Debit by
 - (a) submitting to DOE by facsimile or by registered mail a fully completed Automatic Debit Remittance in the form in Schedule "A" setting forth for that month the Specified Charges to be paid by Automatic Debit, and
 - (b) ensuring that DOE receives the Auto Debit Remittance not less than 5 Business Days before the last Business Day of that month.
6. That if the Client makes an election in accordance with section 5 to pay Specified Charges by Automatic Debit,
 - (a) this Agreement will constitute and can be used as authority for DOE to electronically debit the Subject Bank Account in the amount of those Specified Charges, and
 - (b) each such Debit will be treated by DOE and the Client, and will have the same effect and consequence at law, as if the Client had issued a cheque instructing the bank to pay the amount of the Debit to DOE.
7. That the Client having elected under section 5 to pay by Automatic Debit, hereby directs that the Automatic Debit be made against the following Bank Account:

Bank:

Branch Address:

Phone Number:

Account Name:

Account Number:

Transit Number:

and agrees to provide to DOE a void cheque in respect of the Subject Bank Account for verification purposes.

8. That the payment of, and any default in the payment of, Specified Charges by Automatic Debit shall be governed by and subject to the *Mines and Minerals Act* just as if the Client had elected to pay those Charges by cheque or by any other method of payment.

9. That the Client shall notify DOE in accordance with section 12 of this Agreement of any changes to the information contained in the body or in Schedule "A" of this Agreement not less than 5 days prior to the making of any election under section 5 that is affected by those changes or to which those changes may relate.
10. That DOE may periodically review and update the Auto Debit Remittance in Schedule "A" of this Agreement. When a form in a Schedule of this Agreement is updated, the Schedule will be deemed to consist of the updated form from the time of its creation until such time as a further update, if any, is made to the form. DOE will advise the Client of each update to the Auto Debit Remittance in Schedule "A".
- 11(1) That only authorized representatives of the Minister of Alberta Energy may initiate Automatic Debits under this Agreement, and that the Client will be entitled to recover from DOE Automatic Debits made by Crown employees in DOE that have been established to the satisfaction of the Minister or determined by a judgement of a court of competent jurisdiction not to have been authorized by the Minister or this document.
 - (2) That, subject to subsection (1) of this section, the Client releases and forever discharges DOE from, and does give DOE a full and absolute waiver in respect of, any and all damages, losses, claims, demands, causes of action or actions relating to or resulting from Automatic Debits made, or anything done by DOE or Crown employees in DOE, pursuant to this Agreement which the Client or its heirs, executors, administrators or assigns may now or hereafter have, sustain or incur.
12. That all notices, statements, submissions or other communications required or permitted to be given or made by the Client to DOE under this Agreement shall be deemed given or made to DOE if in writing and either personally delivered to DOE or sent by registered mail, postage prepaid, or by facsimile or email transmission, charges prepaid, to DOE at the following address:

Department of Energy
Financial Services
12th Floor, Petroleum Plaza, North Tower
9945 – 108 St.
Edmonton, AB T5K 2G6

Contact Name: Donna McLachlan
Phone Number: (780) 422-2872
Fax Number: (780) 422-4281

13. That either party may terminate this Agreement upon 60 days' notice to the other party given in accordance with section 11 of this Agreement.

For the Minister of Alberta Energy

Above terms, conditions and statements accepted
and agreed to by _____

[Corporate Seal]

Per: _____

Position Held: _____

Per: _____

Position Held: _____

Date: _____

THIS IS SCHEDULE "A" ATTACHED TO AND FORMING PART OF THE AGREEMENT MADE BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF ALBERTA ENERGY AND Name of Client ON Date.



Automatic Debit Remittance

ENERGY

Mineral Development
Organizational Effectiveness
Financial Services

12th Floor
North Tower, Petroleum Plaza
9945-108 Street
Edmonton, Alberta T5K 2G6

Telephone (780) 427-3600
Fax (780) 422-4281

File No.

DATE: _____

TOTAL TO BE DEBITED: _____

Auto Debit to the credit of the Minister of Finance, Province of Alberta for:

Client Name: _____

Client ID: _____

Account Number/Activity ID
(e.g. G94, PCR 123, OSR 123, EOR 123):

Amount:

Chief Financial Officer (*please print*): _____

Chief Financial Officer Signature: _____

Contact Number: _____

Fax Number: _____

****NOTE: The Department of Alberta Energy MUST receive this form on or before the 5th last working day of the month. Forms received late will be processed on the last day of the next month. THIS FORM IS NOT TO BE USED FOR CREDIT TRANSFERS.***

**PLEASE FAX COPY OF YOUR AUTO DEBIT REMITTANCE TO:
780/ 422-4281 ATTN: CASHIERS or**

**MAIL to: Financial Services/Accommodation
9945 108 Street
Edmonton, Alberta T5K 2G6**