Chronological No OIC-2026-05

File Reference: GOV – 01

Date: 05 02 2026
Day Month Year

KWANLIN DÜN FIRST NATION

ORDER IN COUNCIL

ORDER IN COUNCIL TITLE:

AUTHORITY TO ENTER LOAN AGREEMENT WITH SKY HIGH VALLEY RANCHES LTD.

THE COUNCIL ORDERS THAT

1. Kwanlin Dün First Nation shall provide a loan to Sky High Valley Ranches Ltd. (the "Corporation") in the amount of $250,000 in accordance with the terms of this Order (the "Loan").

2. The form of promissory note between Kwanlin Dün First Nation and the Corporation (the "Note"), a copy of which is attached to this Order and marked as Schedule 'A', is approved.

3. Kwanlin Dün First Nation shall not advance any funds to the Corporation in respect of the loan unless it has first delivered to Kwanlin Dün First Nation the following:
   a. A resolution of the Corporation that authorizes borrowing the full amount of the Loan and identifies a person who may execute the Note on behalf of the Corporation; and
   b. A duly executed copy of the Note.

4. The Chief is authorized to execute the Note on behalf of Kwanlin Dün First Nation.

The Seal of the Kwanlin Dün First Nation

Chief Sean Smith

CERTIFIED AND DEPOSITED
IN THE KWANLIN DÜN FIRST NATION
REGISTRY OF LAWS AND POLICIES

2026 04 23
YYYY MM DD

Executive Council Office

PROMISSORY NOTE

(the "**Note**")

This Note is entered into and effective as of February 3, 2026.

LENDER: **KWANLIN DÜN FIRST NATION**
35 McIntyre Drive
Whitehorse, YT Y1A 3G9
(the "**Lender**")

BORROWER: **SKY HIGH VALLEY RANCHES LTD.**
35 McIntyre Drive
Whitehorse, YT Y1A 3G9
(the "**Borrower**")

In consideration of a loan from the Lender to the Borrower in the principal amount of $250,000, receipt of which is acknowledged, the Borrower shall:

1. Pay to the Lender the principal sum of $250,000 CAD, without interest payable on the unpaid principal, in accordance with the following schedule without further demand or notice until the outstanding balance has been repaid in full:

    - First payment of $50,000 due on March 31, 2027; and
    - $50,000 per year on March 31 each year thereafter.

2. At any time, the Borrower may repay the outstanding balance then owing under this Note, or part thereof, without bonus or penalty and any such partial payment will be credited against future scheduled payment obligations.

3. Despite anything else in this Note, if the Borrower defaults in the performance of any obligation under this Note, then the Lender may declare the principal amount owing under this Note at that time to be immediately due and payable.

4. No failure by the Lender to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

5. If any term of this Note is found to be invalid, illegal or unenforceable in law by any competent court, that term shall be severed from this Note and the rest of the terms hereto shall remain valid and enforceable.

6. This Note will be construed in accordance with and governed by the laws of Yukon.

The authorized signatory of each party has below signified their acceptance of the terms of this Note, made on the date first noted above.

KWANLIN DÜN FIRST NATION

per

_____

Sean Smith, Chief

SKY HIGH VALLEY RANCHES LTD.

per

_____

Name: