

August 9, 2013

Mr. Ed Whittingham
Executive Director
Pembina Institute
Box 7558
Drayton Valley, AB T7A 1S7
CANADA

TIDES FOUNDATION

SAN FRANCISCO OFFICE

P.O. Box 29903
San Francisco, CA | 94129-0903
main 415.561.6400
fax 415.561.6401

NEW YORK OFFICE

55 Exchange Place | Suite 402
New York, NY | 10005-3304
main 212.509.1049
fax 212.509.1059

www.tides.org

Grant # TFR13-01898

Dear Mr. Whittingham:

I am happy to inform you that Tides Foundation, on the recommendation of an existing fund, has decided to give your organization a \$225,000.00 grant. **This six-month grant is for your organization to advance policy improvements, the narrative that oilsands expansion is problematic, land use decisions that slow expansion, and improved climate policy. This grant is also to provide regular briefings to the Tar Sands Group and broaden the base of key influencers, as outlined in your proposal.** We are sending a \$225,000.00 wire to your account as complete payment of this grant. By accepting payment, you agree to all the terms and conditions set forth in this letter. On behalf of the Tides community, I would like to thank you for your important work in this field.

The conditions of this grant are as follows:

Your organization agrees to submit to Tides a final report by January 15, 2014. The final report (which should be 3-5 pages) should include the following: (1) What were your major activities over the grant period? (2) What objectives were achieved and what observable evidence confirms this? (3) What objectives were not achieved and why? What steps are being taken to achieve them? (4) What are the key lessons learned? How is the organization incorporating them into future work? (5) Financial report on the expenditure of grant funds. To submit all reports, please visit www.tidesgrantreports.org and follow the instructions on the website. If you do not have internet access, please mail one copy of your report to our national office in San Francisco, Attn: Grants Administration. Please do not send additional materials unless requested.

Any portion of this grant not used for the stated purpose must be repaid to Tides by your organization. Any change of purpose must be requested and approved in advance, in writing.

All expenditures made for the purposes of the grant shall appear in your organization's financial records, and such records will be made available to Tides Foundation at reasonable times upon request.

Your organization agrees to notify Tides immediately, in writing, of any change in its tax-exempt status, its executive staff or key staff responsible for achieving the grant purposes, or any other change in its program that would affect its ability to achieve the grant purposes.

Your organization agrees that it shall not use any portion of this grant to make sub-grants or sub-contracts to individuals on a non-objective basis, or for any non-charitable or non-educational purpose. This grant does not represent the payment of a pledge or other financial obligation. No goods or services should be provided in return for this grant.

Your organization agrees not to use any portion of the granted funds to: carry on propaganda or to attempt to influence specific legislation either by direct or grassroots lobbying.

Your organization shall not use funds to participate in or intervene in (including the publishing or distribution of statements) any campaign on behalf of (or in opposition to) any candidate for public office; or fund any specific voter registration drive that is conducted in a manner that favors a particular candidate or slate of candidates. Your organization has not violated and will not violate any federal or state laws applicable to campaign finance or lobbying limitations or reporting rules, and will indemnify, defend and hold Tides Foundation harmless from all costs or damages incurred by Tides arising out of your organization's activities, to the fullest extent permitted by law.

Your organization agrees that all copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights developed by your organization including its officers, directors, employees, contractors, sub-grantees and agents with grant funds shall be owned by your organization. Your organization shall place and widely disseminate the grant works in the public domain, free for any use.

You certify that your organization does not discriminate on any unlawful basis with regard to hiring or employment practices or in the administration or provision of programs and services. You certify that your organization does not discriminate on the basis of sexual orientation or gender identity in hiring or employment practices.

Your organization agrees to comply with all applicable export laws and trade sanctions programs. Your organization agrees to comply with all applicable laws, including all anti-bribery or anti-corruption laws. Your organization and officers, directors, employees, or agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to your organization.

Your organization certifies that it is legally authorized to receive this grant under its own policies, as well as any other applicable laws and regulations. Your organization certifies that the person accepting payment has the authority and has obtained all necessary approvals to accept the grant award.

If the Donor or Fund Advisor is known to you, your organization agrees that it shall not use any portion of this grant to make any grant or loan, pay compensation, reimburse expenses, or make any other similar payment to: (i) any Donor to this Fund, (ii) any Fund Advisor to this Fund, (iii) any Relative of a Donor or Fund Advisor to this Fund, or (iv) any Controlled Entity.

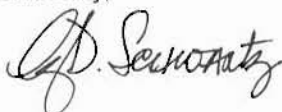
This grant must be used exclusively for activities conducted outside of the United States. Your organization is expected to take all necessary steps to counteract exchange rate fluctuations and inflation. Any exchange losses will not be paid by Tides.

If you have occasion to announce or acknowledge this grant publicly, please indicate that support was provided by Tides Foundation, on the recommendation of an existing fund.

Should you have questions regarding your grants, please email your inquiry to grants@tides.org. You may also review our Frequently Asked Questions at www.tidesfoundation.org/forgrantees. Please include your grant number on all correspondence. In the interest of conservation, we request that you do not add Tides to your general mailing list.

Tides Foundation has supported organizations working for positive social change since 1976. We are proud to include your organization in that history.

Sincerely,



Gary D. Schwartz
Interim Chief Executive Officer