

COURTYARD[®]

BY MARRIOTT

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Courtyard by Marriott Downtown Toronto, hereinafter known as "Hotel", 475 Yonge Street, Toronto, ON, M4Y 1X7, (416) 924-0611 and Nishnawbe Aski Legal Services Corporation.

ORGANIZATION: Nishnawbe Aski Legal Services Corporation
 CONTACT:

Name: Ashley Richards
 Street Address: 1805 Arthur Street East, Unit 100
 City, State, Postal Code: Thunder Bay, ON P7E 2R6
 Country/Region: Canada
 Phone Number: (807) 622-1413
 E-mail Address: arichards@nanlegal.on.ca

NAME OF EVENT: Nishnawbe Aski Legal Services Corp Meeting
 REFERENCE #: M-O33038H
 OFFICIAL PROGRAM DATES: Monday, 10/03/2022 - Friday, 10/07/2022

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Nishnawbe Aski Legal Services Corporation agrees that it will be responsible for utilizing, 64 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Standard	Total Rooms
10/03/2022	Mon	16	16
10/04/2022	Tue	16	16
10/05/2022	Wed	16	16
10/06/2022	Thu	16	16

Start Date	End Date	Room Type	Single	Double
10/03/2022	10/06/2022	Standard	\$299.00	\$299.00

Please note additional costs for triple and quad occupancy may apply.

Hotel room rates are subject to all applicable taxes and fees (currently 13% HST and 4% MAT Tax) at the time of check in. The 4% MAT tax will be subject to 13% HST (All tax and fees are subject to change without notice). All rates & pricing are quoted and payable in Canadian funds.

COMMISSION

The group room rates listed above are net non-commissionable. Nishnawbe Aski Legal Services Corporation will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Two different methods for making your hotel reservations are outlined below:

- a) Rooming List - If reservations for the event will be made by a rooming list, Nishnawbe Aski Legal Services Corporation will forward its rooming list by **Tuesday, September 13, 2022**, in a format provided by the Hotel.
- b) Individual Reservations - If your delegates are responsible for making their own reservations; this can be done by calling Marriott reservations directly at 1 (800) 847-5075. Callers must identify themselves as being with Nishnawbe Aski Legal Services Corporation in order to qualify for your group rate.

Kindly indicate the manner in which you wish to handle the reservations for your attendees:

- Rooming List
 Individual Reservations

BAGGAGE HANDLING

Baggage handling for groups arriving by bus is mandatory for all groups of ten or more and is made available at the cost of \$3.20 Canadian per bag each way. Prices are subject to change and are subject to applicable taxes and fees. This fee is subject to change without notice. Each bag must be clearly tagged with the company and guest name to ensure efficient delivery. Upon check out all luggage is to be left outside the guestrooms for pick up.

BAGGAGE STORAGE

Should the delegates of your group require baggage storage, it is available at the hotel’s Bell Desk for \$2.00 CDN, per bag/item and will be charged to the Master Account. If your group declines this baggage storage arrangement, it is important to advise all group attendees that the gratuity for baggage storage is not included and is the responsibility of the individual. This fee is subject to change without notice.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Nishnawbe Aski Legal Services Corporation. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **Tuesday, September 13, 2022**, (the “Cut-Off Date”). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Nishnawbe Aski Legal Services Corporation group rate after this date.

NO ROOM TRANSFER BY GUEST

Nishnawbe Aski Legal Services Corporation agrees that neither Nishnawbe Aski Legal Services Corporation nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Nishnawbe Aski Legal Services Corporation reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

Kindly indicate the manner in which you wish to handle your delegates' guestroom charges:

- Individual to pay own room, tax, and incidentals
- Room and tax to be posted to Master Account; incidentals to individuals
- All charges to Master Account
- Other, please specify _____

MASTER ACCOUNT

Hotel must be notified in writing at least 3 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Nishnawbe Aski Legal Services Corporation wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Nishnawbe Aski Legal Services Corporation shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Nishnawbe Aski Legal Services Corporation.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Nishnawbe Aski Legal Services Corporation agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

ADVANCE PAYMENT

An advance payment of **\$5,000.00** will be required in order to hold arrangements on a definite basis. This advance payment is due on **Wednesday, September 07, 2022**, and will be credited toward the Master Account.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Nishnawbe Aski Legal Services Corporation, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
10/04/2022	Tue	8:00 AM	5:00 PM	Meeting	Crescent Rounds	20	\$1,000.00	10:00 AM - Coffee Break 3:00 PM - Coffee Break
10/05/2022	Wed	8:00 AM	5:00 PM	Meeting	Crescent Rounds	20	\$1,000.00	10:00 AM - Coffee Break 3:00 PM - Coffee Break

Meeting room rental fee is subject to applicable taxes (currently 13%). All food and beverage, and related services are subject to applicable taxes (currently 13%) and service charge including administrative fee (currently 17%, as outlined below) in effect on the date(s) of the event. All rates & pricing are quoted and payable in Canadian funds.

The event is subject to an administration fee in the amount of 5%. The 'Administrative fee' is used to cover the cost of equipment, heat, light, power and other expenses related to the overall use of the facilities. This 'Administrative Fee' is not a tip or gratuity for services provided by employees, and no part of the 'Administrative Fee' is distributed to personnel.

A gratuity of 12 % on food & beverage sales is distributed to all servers and related service personnel involved with the event.

***Please note that the Hotel reserves the right to re-assign all space in the event that numbers at any or all events should change dramatically and/or re-assign function space to a comparable function room.

DAMAGE TO FUNCTION SPACE

Nishnawbe Aski Legal Services Corporation agrees to pay for any damage to the function space that occurs while Nishnawbe Aski Legal Services Corporation is using it. Nishnawbe Aski Legal Services Corporation will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Nishnawbe Aski Legal Services Corporation and its attendees.

ROOMS ATTRITION

Hotel is relying upon Nishnawbe Aski Legal Services Corporation's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Nishnawbe Aski Legal Services Corporation agrees that a loss will be incurred by Hotel if Nishnawbe Aski Legal Services Corporation's actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as attrition charges to Nishnawbe Aski Legal Services Corporation's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Nishnawbe Aski Legal Services Corporation agrees to a minimum banquet food and beverage revenue of **\$1,000.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 96 hours prior to Nishnawbe Aski Legal Services Corporation's arrival date. Nishnawbe Aski Legal Services Corporation shall provide Hotel with 72 hours advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

CANCELLATION

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, ninety percent (90%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Nishnawbe Aski Legal Services Corporation with the following special concessions:

1. High speed wireless internet included complimentary in all group guestrooms, over the contracted Event dates. Wired internet is not included.
2. Guestroom attrition of 80% per night (standard is 90%), over the contracted Event dates.
3. One (1) Complimentary flipchart with markers, over contracted Event dates.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 10%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Nishnawbe Aski Legal Services Corporation agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Nishnawbe Aski Legal Services Corporation will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Nishnawbe Aski Legal Services Corporation understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Nishnawbe Aski Legal Services Corporation will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Nishnawbe Aski Legal Services Corporation's needs. If such special setups or extraordinary formats are requested, Hotel will present Nishnawbe Aski Legal Services Corporation two (2) alternatives: (1) charging Nishnawbe Aski Legal Services Corporation the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Nishnawbe Aski Legal Services Corporation requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Nishnawbe Aski Legal Services Corporation wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Nishnawbe Aski Legal Services Corporation must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Nishnawbe Aski Legal Services Corporation, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Nishnawbe Aski Legal Services Corporation will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Nishnawbe Aski Legal Services Corporation may use or request to be used at the Hotel.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Nishnawbe Aski Legal Services Corporation has given to the Hotel. Nishnawbe Aski Legal Services Corporation agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Nishnawbe Aski Legal Services Corporation.

CODE OF CONDUCT

It is the Hotel's desire to provide a safe and relaxing atmosphere for our guests. To that end the Hotel requires that all guests adhere to a code of conduct that ensures that noise is kept to a reasonable level and unacceptable behaviour is curtailed. The Hotel's code of conduct includes but is not limited to excessive noise, intoxication, vulgar language, or activities that cause damage to hotel property. Nishnawbe Aski Legal Services Corporation agrees to advise its guests of the Hotel's code of conduct.

In the unlikely event that Nishnawbe Aski Legal Services Corporation associates, participants or their guests fail to adhere to the Hotel's code of conduct, the Hotel reserves the right to ask the violators to vacate the premises. Should the Hotel incur additional costs associated with the unacceptable behaviour, the Hotel reserves the right to seek restitution from the registered guest(s) violating the Hotel's code of conduct, or at its discretion from the Nishnawbe Aski Legal Services Corporation.

If needed, the Hotel reserves the right to request security from Nishnawbe Aski Legal Services Corporation at no cost to the Hotel.

TECHNICAL SERVICES

Hotel will provide a permanent public-address system in each of the major meeting rooms. Encore is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore's equipment and expertise, a fee plus applicable taxes will be charged if Nishnawbe Aski Legal Services Corporation selects such a provider.

ON-SITE AUDIO VISUAL

Our on-site audio-visual company is Encore.

EXTERNAL AUDIO VISUAL

A fee of \$300.00 + HST per day is applied for the use of external audio-visual suppliers. This fee incorporates the use of our loading dock, receiving area, service elevator, regular hotel power and banquet personnel to supervise load in and out. An additional fee will apply if power drops are required.

SOCAN FEE & RE-SOUND FEE

SOCAN (Society of Composers, Authors and Music Publishers of Canada) is an organization which upholds the rights of music creators and their publishers in Canada and around the world. RE-SOUND represents the rights of artists and record companies (the people who created sound recordings). Monies collected are submitted directly to these organizations; who in turn distributes the royalties to the entitled creators and publishers. The one-time fee is applicable to any event with music is as follows:

	SOCAN FEE			RE-SOUND FEE	
Room Capacity	Without Dancing	With Dancing	Room Capacity	Without Dancing	With Dancing
1-100	\$22.06	\$44.13	1-100	\$9.25	\$18.51
101-300	\$31.72	\$63.49	101-300	\$13.30	\$26.63
301-500	\$66.19	\$132.39	301-500	\$27.76	\$55.52
Over 500	\$93.78	\$187.55	Over 500	\$39.33	\$78.66

NOT QUALIFIED FOR MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties. Capitalized terms used in this section have the meanings given to them in the Marriott Bonvoy terms and conditions, available at <https://www.marriott.com/loyalty/terms/default.mi>.

Nishnawbe Aski Legal Services Corporation and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledge that the Marriott Bonvoy Events program is only available to certain qualified Marriott Bonvoy Members.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when

booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

In addition, Points or Miles are available only if Nishnawbe Aski Legal Services Corporation's own policies permit the Contact to receive Points or Miles for the Event.

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is not qualified to receive Points or Miles in connection with the Event, and by entering into this Agreement, hereby waives the right to receive an award of Points or Miles in connection with the Event.

ACCEPTANCE

When presented by the Hotel to Nishnawbe Aski Legal Services Corporation, this document is an invitation by the Hotel to Nishnawbe Aski Legal Services Corporation to make an offer. Upon signature by Nishnawbe Aski Legal Services Corporation, this document will be an offer by Nishnawbe Aski Legal Services Corporation. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Nishnawbe Aski Legal Services Corporation at any time prior to Nishnawbe Aski Legal Services Corporation's execution of this document, the outlined format and dates will be held by the Hotel for Nishnawbe Aski Legal Services Corporation on a first-option basis until **Wednesday, August 31, 2022**. If Nishnawbe Aski Legal Services Corporation cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Nishnawbe Aski Legal Services Corporation and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("n") at the end of the line marked "Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)*." This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Nishnawbe Aski Legal Services Corporation:

Name: (Print) Tara Thompson
Signature: (Sign) *T Thompson*
Title: (Print) Financial Controller
Date: Aug 29/22

Electronic Signature
(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*):

Approved and authorized by Hotel:

Name: (Print) Jeremy Adu
Title: (Print) Sales Manager
Date: _____

Electronic Signature
(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*):

*This may be done in Microsoft Word using the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."