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Criminal Code Code Criminel

DESIGNATION OF QUALIFIED TECHNICIANS (BREATH SAMPLES)

ERRATUM

Vide Ontario Gazette, Vol. 141-14, Page 565, Dated April 5, 2008.

NOTICE IS HEREBY GIVEN that the following information was printed in error;

DESIGNATION OF QUALIFIED TECHNICIANS (BREATH SAMPLES)

NOTICE IS HEREBY GIVEN that pursuant to subsection 254(1) of the Criminal Code (Canada), the Honourable Rick Bartolucci, Minister of Community Safety and Correctional Services of Ontario, on the 5th day of March, 2008, designated the following persons as being qualified to operate the approved instruments known as the Intoxilyzer[®] 5000C.

L'AVIS PRESENT est donné qu'en vertu du paragraphe 254(1) du Code Criminel du Canada, l'honorable Rick Bartolucci, Ministre de la Sécurité communautaire et des Services correctionnels de l'Ontario, le 5 mars 2008, désigna les personnes suivantes comme étant qualifiées pour manipuler les alcootest approuvé connu sous de nom de Intoxilyzer[®] 5000C.

Shaun J. Crabbe	Ontario Provincial Police
Cynthia D'Amours	Ontario Provincial Police
Serge Francis	Ontario Provincial Police
Ron C. Fults	Ontario Provincial Police
Bart Gajda	Ontario Provincial Police
R. Adam Goodlett	Ontario Provincial Police
Steven J. Groot	Ontario Provincial Police
Danette Hiscox	Ontario Provincial Police
Richard Johnston	Ontario Provincial Police
Chris Madsen	Ontario Provincial Police
James D. Marcotte	Ontario Provincial Police
Geoff Maver	Ontario Provincial Police
Regino Pablo	Ontario Provincial Police
Corey Paul	Ontario Provincial Police
Jason S. Redmond	Ontario Provincial Police
Caleb Sawchuk	Ontario Provincial Police
Andrew Simpson	Ontario Provincial Police
Edward (Ted) Warman	Ontario Provincial Police
Kevin M. Wesley	Ontario Provincial Police
Michael P. Wilken	Ontario Provincial Police

Should have read:

DESIGNATION OF QUALIFIED TECHNICIANS (BREATH SAMPLES)

NOTICE IS HEREBY GIVEN that pursuant to subsection 254(1) of the Criminal Code (Canada), the Honourable Rick Bartolucci, Minister of Community Safety and Correctional Services of Ontario, on the 5th day of March, 2008, designated the following persons as being qualified to operate the approved instruments known as the Breathalyzer[®] 900 and 900A.

L'AVIS PRESENT est donné qu'en vertu du paragraphe 254(1) du Code Criminel du Canada, l'honorable Rick Bartolucci, Ministre de la Sécurité communautaire et des Services correctionnels de l'Ontario, le 5 mars 2008, désigna les personnes suivantes comme étant qualifiées pour manipuler les alcootest approuvé connu sous de nom de Breathalyzer[®] 900 and 900A.

Dorrie Barber	Ontario Provincial Police
Paul Black	Ontario Provincial Police
Robert Chivers-Wilson	Ontario Provincial Police
Shaun J. Crabbe	Ontario Provincial Police
Cynthia D'Amours	Ontario Provincial Police
Serge Francis	Ontario Provincial Police
Ron C. Fults	Ontario Provincial Police
Bart Gajda	Ontario Provincial Police
R. Adam Goodlett	Ontario Provincial Police
Steven J. Groot	Ontario Provincial Police
Danette Hiscox	Ontario Provincial Police
Richard Johnston	Ontario Provincial Police
Chris Madsen	Ontario Provincial Police
James D. Marcotte	Ontario Provincial Police
Geoff Maver	Ontario Provincial Police
Regino Pablo	Ontario Provincial Police
Corey Paul	Ontario Provincial Police
Jason S. Redmond	Ontario Provincial Police
Caleb Sawchuk	Ontario Provincial Police
Andrew Simpson	Ontario Provincial Police
Edward (Ted) Warman	Ontario Provincial Police
Kevin M. Wesley	Ontario Provincial Police
Michael P. Wilken	Ontario Provincial Police

(141-G138)

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Ontario Highway Transport Board

Periodically, temporary applications are filed with the Board. Details of these applications can be made available at anytime to any interested parties by calling (416) 326-6732.

The following are applications for extra-provincial and public vehicle operating licenses filed under the Motor Vehicle Transport Act, 1987, and the Public Vehicles Act. All information pertaining to the applicant i.e. business plan, supporting evidence, etc. is on file at the Board and is available upon request.

Any interested person who has an economic interest in the outcome of these applications may serve and file an objection within 29 days of this publication. The objector shall:

1. complete a Notice of Objection Form,
2. serve the applicant with the objection,
3. file a copy of the objection and provide proof of service of the objection on the applicant with the Board,
4. pay the appropriate fee.

Serving and filing an objection may be effected by hand delivery, mail, courier or facsimile. Serving means the date received by a party and filing means the date received by the Board.

LES LIBELLÉS DÉES DEMANDES PUBLIÉES CI-DESSOUS SONT AUSSI DISPONIBLES EN FRANÇAIS SUR DEMANDE.

Pour obtenir de l'information en français, veuillez communiquer avec la Commission des transports routiers au 416-326-6732

**1726861 Ontario Limited (o/a "Bus It" Charters & Tours) 47541
11 Bunker Road, Thornhill, ON L4J 1K3**

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip:

- I. from points in the Cities of Toronto and Hamilton, the Regional Municipalities of Durham, York, Peel, Halton, Waterloo and Niagara and the Counties of Dufferin and Wellington to the Ontario/Québec, Ontario/Manitoba and the Ontario/U.S.A. border crossings for furtherance to points as authorized by the relevant jurisdiction:
 1. and return of the same passengers on the same chartered trip to point of origin;

PROVIDED THAT there shall be no pick-up or discharge of passengers except at point of origin.

2. on a one-way chartered trip to points as authorized by the relevant jurisdiction.

- II. from points in the United States of America as authorized by the relevant jurisdiction from the Ontario/U.S.A. border crossings:

1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin;

PROVIDED THAT there shall be no pick-up or discharge of passengers except at point of origin.

2. to points in Ontario on a one-way chartered trip without pick-up of passengers in Ontario.

- III. from points in the Province of Quebec (including the Pierre Elliot Trudeau International Airport in Dorval, the Montreal International Airport in Mirabel and the Jean Lesage International Airport in Quebec City) as authorized by the relevant jurisdiction from the Ontario/Quebec border crossings:

1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin;

PROVIDED THAT there shall be no pick-up or discharge of passengers except at point of origin.

2. to points in Ontario on a one-way chartered trip without pick-up of passengers in Ontario.

- IV. from points in the Provinces of Alberta and British Columbia as authorized by the relevant jurisdiction from the Ontario/Manitoba border crossings:

1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin;

PROVIDED THAT there shall be no pick-up or discharge of passengers except at point of origin.

2. to points in Ontario on a one-way chartered trip without pick-up of passengers in Ontario.

Applies for a public vehicle operating licence as follows: **47541-A**

For the transportation of passengers on a chartered trip from points in the Cities of Toronto and Hamilton, the Regional Municipalities of Durham, York, Peel, Halton, Waterloo and Niagara and the Counties of Dufferin and Wellington.

**Aboutown Transportation Limited 31866-L
o/a "Emerald Limousines"
1 Bathurst Street, P.O. Box 2033, Station B, London, ON N6A 5J4**

Applies for an amendment and extension to extra provincial operating licence X-659 as follows:

DELETE:

"public vehicles with a maximum seating capacity of 24 passengers";

ADD:

For the transportation of passengers and express freight between the City of London, the Township of Strathroy-Caradoc and the City of Sarnia, all in the Province of Ontario and the City of Port Huron and the Detroit International Airport in the State of Michigan in the United States of America via Highways 2, 402 and Interstate 94.

SO THAT THE OPERATING LICENCE WILL READ AS FOLLOWS:

For the transportation of:

1. passengers and express freight from the Cities of St. Thomas, Woodstock, London, Chatham, Windsor, London Airport and The Lester B. Pearson International Airport on the one hand to the international boundary at the Detroit and St. Clair Rivers for furtherance to the Detroit Metropolitan Airport on the other hand and from the Detroit Metropolitan Airport on the one hand from the international boundary at the Detroit and St. Clair Rivers to the Cities of Windsor, Chatham, London, Woodstock, St. Thomas, London Airport, the Lester B. Pearson International Airport and Windsor Airport on the other hand.

PROVIDED THAT:

- (a) chartered trips be prohibited;
- (b) there be no pick-up of passengers and express freight at the Windsor Airport to the international boundary for furtherance to the Detroit Metropolitan Airport;
- (c) there be no pick-up or discharge of passengers and express freight at points other than the said named points;
- (d) all passengers and express freight arrive or depart at the Detroit Metropolitan Airport.

2. passengers on a chartered trip, not being a scheduled service or a special trip for which a public vehicle is hired for the transportation exclusively of a group of persons from the Cities of the Woodstock, St. Thomas, Chatham, Windsor, London and London Airport to the:
- international boundary for furtherance to points in the United States of America and return to point of origin;
 - international boundary in transit through the United States of America for furtherance to points in the Provinces of Manitoba, Saskatchewan, Alberta, British Columbia, the Yukon and Northwest Territories and return to point of origin;
 - Ontario-Manitoba border for furtherance to the Provinces of Manitoba, Saskatchewan, Alberta, British Columbia, the Yukon and Northwest Territories and return to point of origin;
 - Ontario-Quebec border for furtherance to points in the Provinces of Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and return to point of origin.
3. passengers and express freight between the City of London, the Township of Strathroy-Caradoc and the City of Sarnia, all in the Province of Ontario and the City of Port Huron and the Detroit International Airport in the State of Michigan in the United States of America via Highways 2, 402 and Interstate 94.

Applies for an amendment and extension to public vehicle operating licence PV-3050 as follows:

31866-M

DELETE:

“public vehicles with a maximum seating capacity of 24 passengers”; and

“Provided that public vehicles on charter trips shall not exceed a passenger seating capacity of 24 persons.”

ADD:

For the transportation of passengers and express freight between the City of London, the Township of Strathroy-Caradoc and the City of Sarnia via Highways 2 and 402.

SO THAT THE OPERATING LICENCE WILL READ AS FOLLOWS:

For the carriage of passengers and express freight between:

- the Lester B. Pearson International Airport on the one hand and the Cities of London, Woodstock, St. Thomas, Chatham and Windsor on the other hand;
- the London Airport on the one hand and the Cities of London, Windsor, Chatham, Woodstock and the Lester B. Pearson International Airport on the other hand;
- the Windsor Airport on the one hand and the Cities of London, Chatham, Woodstock and the Lester B. Pearson International Airport on the other hand.

PROVIDED THAT:

- there be no pick up or discharge of passengers and express freight or charter trips at points other than the said named points;
- all passengers and express freight originate at or terminate at the said airports.

Extension granted:

For the carriage of handicapped persons, in vehicles specially equipped for handling wheelchairs, together with attendants, on chartered trips, not being a special trip, for which a public vehicle is hired for the transportation exclusively of a group of such persons to or from points in the Counties of Elgin and Middlesex.

PROVIDED the number of attendants does not exceed the number of handicapped persons.

Extension granted:

For the transportation of passengers on a scheduled service:

- between the City of Owen Sound and the City of London via Highway 21 to Bruce County Road 6 to Bruce County Road 1 to Huron County Road 20 to Huron County Road 22 to Highway 86 to Highway 4 to the City of London;
- between the City of London and the City of St. Thomas via Highway 4.

Extension granted:

For the transportation of passengers and express freight between the City of London, the Township of Strathroy-Caradoc and the City of Sarnia via Highways 2 and 402.

FELIX D'MELLO

(141-G162)

Board Secretary/Secrétaire de la Commission

**Cancellation of Certificate
of Incorporation
(Corporations Tax Act Defaulters)
Annulation de certificat de constitution
(Non-observation de la Loi sur
l'imposition des sociétés)**

NOTICE IS HEREBY GIVEN that, under subsection 241(4) of the *Business Corporations Act*, the Certificate of Incorporation of the corporations named hereunder have been cancelled by an Order for default in complying with the provisions of the *Corporations Tax Act*, and the said corporations have been dissolved on that date.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la *Loi sur les sociétés par actions*, le certificat de constitution de la société sous-nommé a été annulée par Ordre pour non-observation des dispositions de la *Loi sur l'imposition des sociétés* et que la dissolution de la société concernée prend effet à la date susmentionnée.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
2008-03-24	
A. SHINE ENTERPRISES INC.	001255974
ACC SYS MANAGEMENT INC.	001262706
ACCELERATING BUSINESS PROMOTIONS INC.	001251976
ACE ELECTRICAL ACQUISITION INC.	001257450
ALLPHASE MECHANICAL INC.	001263948
ANDRE COTE LIFESTYLE PLANNING INC.	001259079
ARISTA SYSTEMS INC.	001257752
ASTARA TRUCK LINE INC.	001263148
BRANDEN GATES ART AND PRODUCTION LTD.	001251975
BRIDAL CENTRE INC.	001269458
BUTTERFIELD & ZUCKERMAN PRODUCTIONS INC.	001259962
CABIN SAFETY AND TRAINING INC.	001215149
CAMERON'S CHRISTIAN BOOKSTORE HAMILTON LTD.	001243539
CANADA CONSULTANTS CORP.	001263953
CASTLEROCK CERAMIC & MARBLE LTD.	001252511
COJAM FIRE PROTECTION DESIGN LTD.	001264785
COMPNET CONSULTING INC.	001257719
D.M. ASTHMA RESEARCH GROUP INC	001242258
DANTO INC.	001248990

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
DAWSON CONSTRUCTION INC.	001232311
DUPONT ROOFING & SHEET METAL INC.	001267015
DYNASTY ARTS AND CULTURE INTERNATIONAL CO. LTD.	001253238
ECHELON MARCAP ENTERPRISES LTD.	001253990
FLYING LOCOMOTIVE VENTURES INC.	001272333
FRANK & CHRISTINE'S FINE CATERING LTD.	001255386
G-9 INVESTMENTS INC.	001255427
GREENTHINGS HYDROPONICS LTD.	001254116
HIGHMARK CAREER SERVICES LTD.	001255888
IMAGE CONCEPT INC.	001258445
INTEGRATED GLYCOL TECHNOLOGIES INC.	001260937
IQ TECHNOLOGIES CORP.	001261388
ISLAND ELECTRIC LTD.	001262765
J&L BENEFITS GROUP INC.	001260003
JJAS SCIENTIFIC INC.	001252047
JVL RENOVATIONS INC.	001260564
KAILI ENTERPRISE CANADA INC.	001256706
KNOWLEDGE GROVE INC.	001242254
LINEAR AUTO BODY INC.	001262155
LOMBARD PLAZA LTD.	001265029
MARSHALL TELECOM SERVICES INC.	001257346
MCL DISPUTE RESOLUTION INC.	001265024
MICHAEL EMMETT PRODUCTIONS LTD.	001261457
NATIONAL SOLUTIONS AND SERVICES INC.	001252809
O.P.E. ENGINEERING INC.	001257263
OTAGO INTERNATIONAL TRADING INC.	001261304
PENNNMAC INVESTMENT INC.	001260496
PONY EXPRESS COURIER INC.	001260430
PREMIER ADVERTISING GROUP LTD.	001265444
R.H.B. WELDING TECHNOLOGY LTD.	001253162
RIRESOFT INC.	001258295
SASAN-SOFT INC.	001270051
SELECT APPLIANCE INC.	001255686
SKEPA LIMITED	001259543
SOO LINE PICTURES INC.	001272906
SOUTHWESTERN ADJUSTERS INC.	001247962
SPLASH SPORTS BAR & CAFE LTD.	001265693
SRA CONSULTING INC.	001265105
STARS & GALAXIES CO. LTD.	001261185
STRATEGIC SERV GROUP INC.	001251986
STRICTLY HARDCORE INC.	001258594
SUMMERBREEZE SHEET METAL INC.	001260546
SYTOR DEVELOPMENT INC.	001272265
T & J DESIGNS INCORPORATED	001260377
T.B.F.I. LTD.	001265468
THE NEW WAVE INC.	001271129
TIBER INC.	001251306
TUDHOPE'S INVESTMENT CENTRE INC.	001230894
VERNAZZA HOLDINGS LTD.	001265398
WELLPLAN INTERNATIONAL CONSULTANT INC.	001263464
WILD PATHS INC.	001232251
ZOTI LAKE INCORPORATED	001242253
1129658 ONTARIO LIMITED	001129658
1188027 ONTARIO LIMITED	001188027
1211927 ONTARIO LIMITED	001211927
1214779 ONTARIO LIMITED	001214779
1230921 ONTARIO INC.	001230921
1246657 ONTARIO LTD.	001246657
1248000 ONTARIO LIMITED	001248000
1248641 ONTARIO INC.	001248641
1248920 ONTARIO INC.	001248920
1251410 ONTARIO INC.	001251410
1252666 ONTARIO INC.	001252666
1252916 ONTARIO INC.	001252916
1254079 ONTARIO INC.	001254079

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1254112 ONTARIO LTD.	001254112
1255030 ONTARIO LTD.	001255030
1256235 ONTARIO INC.	001256235
1257076 ONTARIO LIMITED	001257076
1258132 ONTARIO INC.	001258132
1258819 ONTARIO INC.	001258819
1259064 ONTARIO INC.	001259064
1259081 ONTARIO LTD.	001259081
1259360 ONTARIO INC.	001259360
1259470 ONTARIO LIMITED	001259470
1261024 ONTARIO INC.	001261024
1261187 ONTARIO INC.	001261187
1261303 ONTARIO INC.	001261303
1261759 ONTARIO INC.	001261759
1262068 ONTARIO LTD.	001262068
1262255 ONTARIO INC.	001262255
1262443 ONTARIO LIMITED	001262443
1263449 ONTARIO INC.	001263449
1264578 ONTARIO INC.	001264578
1265434 ONTARIO INC.	001265434
1265477 ONTARIO INC.	001265477
1266999 ONTARIO LIMITED	001266999
1268639 ONTARIO INC.	001268639
1268648 ONTARIO INC.	001268648
1269452 ONTARIO LIMITED	001269452
1269976 ONTARIO INC.	001269976
1271005 ONTARIO LTD.	001271005
1271589 ONTARIO INC.	001271589
1272501 ONTARIO INC.	001272501
1272896 ONTARIO LTD.	001272896

M. KALSBECK

Director, Companies and Personal Property
Security Branch

Directrice, Direction des compagnies et des
sûretés mobilières

(141-G163)

Certificate of Dissolution Certificat de dissolution

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the *Business Corporations Act* has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la *Loi sur les sociétés par actions*, un certificat de dissolution a été inscrit pour les compagnies suivantes. La date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
2007-08-22	
APPLIED BIOMETRICS INC.	001491119
2007-10-01	
ARGYLE GROUP CORP.	001170557
2008-03-11	
METRO VERTEX CONSTRUCTION INC.	002093966
2008-03-13	
2087825 ONTARIO INC.	002087825
2008-03-14	
CONTACT OFFICE SERVICES LTD.	000829249
DEBORA DOFFING PHOTOGRAPHY INC.	001100768
FLY-FORM STRUCTURES INC.	000750353
LEATHERLINE MANUFACTURING LIMITED	000533082

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario	Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1111654 ONTARIO INC. 2008-03-16	001111654	TABAR BROTHERS INC.	001380395
2060790 ONTARIO INC. 2008-03-17	002060790	TRADE TRANSPORTATION SYSTEMS INC.	000925505
ARDAC ENTERPRISES LTD.	001054990	WILLCREST LIMITED	000466209
BRIAN FRAY DESIGNS INCORPORATED	000484169	WINDA INTERNATIONAL INC.	000467836
BROUGHTON AUTO & TRUCK REPAIR INC.	000427724	WINMITCH INC.	000867624
CHALK ONE UP INC.	001631439	1018540 ONTARIO INC.	001018540
CREATIVE GARDENS BY DESIGN INC.	001687648	1439171 ONTARIO INC.	001439171
GUY PARONE CONSTRUCTION INC.	000542246	1471346 ONTARIO INC.	001471346
GWH WEB PERFORMANCES LTD.	001628584	1481713 ONTARIO INCORPORATED	001481713
HEALTHY LAWN CARE PRODUCTS & SERVICES INC.	000965772	1487722 ONTARIO LTD.	001487722
IMPEX TRADING & CONSULTING (CANADA) CORPORATION	001071939	2046191 ONTARIO INC.	002046191
J. DANCE INC.	001636735	2058334 ONTARIO INC.	002058334
JISHUN TELECOM TRADING INC.	002119545	2076763 ONTARIO INC.	002076763
KAYLIN CONSULTING INC.	001320908	2081123 ONTARIO INC.	002081123
NEW WELSON (CANADA) LTD.	001047781	2084004 ONTARIO INC.	002084004
PETER CASE COMMUNICATIONS & MARKETING INC.	001381735	2088413 ONTARIO LIMITED	002088413
STARLINE DISTRIBUTORS INC.	002014963	2095087 ONTARIO LIMITED	002095087
THE NEEDS INC.	002065231	2115774 ONTARIO INC.	002115774
WATERLAND INTERNATIONAL INC.	001564572	449696 ONTARIO INC.	000449696
WEDGE THE MOVER INC.	001422934	606956 ONTARIO LTD. 2008-03-20	000606956
WILLIAM FICK CONSTRUCTION LIMITED	000439489	AG NETWORK LIMITED	001084691
1478330 ONTARIO LTD.	001478330	AGNEW COMMUNICATIONS INC.	000491485
1597261 ONTARIO LTD.	001597261	BOB MCGREGOR MOTOR SALES INC.	000509343
2054458 ONTARIO LIMITED	002054458	BROOKSIDE HOMES INC.	000650673
2068781 ONTARIO LTD.	002068781	CONSOLIDATED PRODUCE SUPPLIERS INC.	001062404
342155 ONTARIO LIMITED	000342155	DOBSON COMPUTER CONSULTING INC.	001246620
532197 ONTARIO LTD.	000532197	G. & J. PLUMMER MANAGEMENT LIMITED	000396477
635503 ONTARIO INC.	000635503	I & J CONSULTANTS INC.	000708961
2008-03-18		K.K. OVERSEAS LTD.	002076896
CENTURY 21 FOUR SEASONS REALTY LTD.	001067580	KHALSA PETROLEUM INC.	001240112
F/S/O MANAGEMENT INC.	001529755	KLEIN'S BAKERY LTD.	000409222
GOLDIE INVESTMENTS LIMITED	000364288	LASENER SHIPPING AGENCY INC.	001207590
IRVIN J. CAPRON CONSTRUCTION INCORPORATED	000891795	LUCON LIMITED	001189815
LUCCA-PISA LTD	000738019	MCMURDO DEVELOPMENTS INC.	002052920
WIRE WELD PRODUCTS INC.	000542665	MJM INC.	001013722
ZAP DOMAIN INC.	002023914	MYKUL TECHNOLOGIES INC.	002052053
1124619 ONTARIO INC.	001124619	NORTH AMERICAN CAMPGROUND MEMBERSHIP RESALES INC.	001067489
1471185 ONTARIO INC.	001471185	PULSE TECHNOLOGY CORP.	000898126
754830 ONTARIO LIMITED	000754830	ROD SOKOLOWSKI TRUCKING LTD.	000654092
793059 ONTARIO LIMITED	000793059	SIGNUM CONSTRUCTION LTD.	000805170
847891 ONTARIO INC.	000847891	SIMPLE SOLID SOFTWARE SOLUTIONS LTD.	001262139
2008-03-19		SIZZLE CLOTHING LTD.	001448102
B. BUTERA HOLDINGS LIMITED	000761438	TECHPUBS.CA INC.	001522654
BARNES HOLDINGS INC.	000319041	TOMONA ELECTRIC LTD.	000559572
COMMERCIAL LEATHER MFG. CO. LTD.	000657845	TRANSPORT SCHOLAIRE GREELY SCHOOL TRANSPORTATION INC.	001197743
DAVID GORE CONSULTING ASSOCIATES LIMITED	002011749	UPPER LIMITS INC.	001534251
DOUBLE-ONE TECHNOLOGY INC.	001661343	VINTOM INC.	001467140
EXCEL SIGNS & ENGRAVERS INC.	000633256	1119671 ONTARIO LIMITED	001119671
IAN CHEVRETTE PRECISION INC.	001374698	1172209 ONTARIO INC.	001172209
INNATE TECHNICAL INC.	001038393	1193101 ONTARIO INC.	001193101
JDA FLEET CONSULTING SERVICES INC.	002063802	1230100 ONTARIO INC.	001230100
JP BUSINESS ENTERPRISES (CANADA) INC.	001182207	1375826 ONTARIO INC.	001375826
JRFS MANAGEMENT COMPANY LTD.	001106944	1439631 ONTARIO LTD.	001439631
KAWARtha MUFFLER & BRAKE INC.	001009656	1499394 ONTARIO INC.	001499394
MAFSOFT CORPORATION	001520756	1529161 ONTARIO INC.	001529161
MF MINHAS PROFESSIONAL CORPORATION	002095815	1552703 ONTARIO INC.	001552703
ORINOCO IMPORTS LTD.	001032116	1614011 ONTARIO LTD.	001614011
P.J. VOLPE REALTY INC.	000085685	1652467 ONTARIO INC.	001652467
PARKS TRANSPORT SERVICE INC.	002041865	1666114 ONTARIO INC.	001666114
R K FENMAR INC.	001232750	2024186 ONTARIO LIMITED	002024186
SHAKAZ LTD.	000983756	2120387 ONTARIO CORPORATION	002120387
SHAKESPEARE FURNITURE LTD.	000900812	478256 ONTARIO LTD.	000478256
SYSTEL CORPORATION	001251339	747290 ONTARIO LIMITED	000747290
		789342 ONTARIO LTD	000789342
		875084 ONTARIO LTD.	000875084
		946987 ONTARIO LIMITED	000946987

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
948944 ONTARIO INC.	000948944
2008-03-24	
DEREK VOGL DRUGS LIMITED	001526470
2008-03-25	
A MAN, A CONCERT AND HIS MUSIC INC.	000845862
ADDINGTON HILLS EQUESTRIAN CENTRE LTD.	001277018
ADELMOE MOTORS WHOLESALE INC.	001310752
AND GO INC.	001605157
BURNETT FUELS LTD.	000491806
C & A DISTRIBUTION CENTRE INC.	001541672
COLLINGWOOD CHALET RESORTS TWO INC.	000813262
CROSSWAYS TRANSPORT INC.	001350147
D. MCCONNERY TRANSPORT INC.	000685140
DELIA CHEESE LTD.	000464056
DELTA VOD CORPORATION	001662245
FLASHFIRE INC.	001719177
GENERAL NETWORK SERVICES - GNS LTD.	002005185
HANC LTD.	001509536
HARI HOLDINGS INC.	001424999
HOME TOWN PHONE BOOK INC.	001714680
HRMATE INC.	001569760
IMPRINTS CANADA INC.	001211493
KAJAKE INVESTMENTS LTD.	000347321
LAUNCH SUITE INC.	001486061
LONDUF HOLDINGS LIMITED	000119064
LOUIE MANAGEMENT CONSULTING INC.	001259440
LUCIPAUL HOLDINGS INC.	001251028
MAK STONE LTD.	001581738
MARCHARD INC.	001483296
METRO LAZ CONSULTING CO. INC.	001483074
NIAGARA REGIONAL SPORTS CLINIC INC.	000585321
O-SUNG GROUP LTD.	000974275
OP HOMES INC.	001598728
OSTAPOVICH FAMILY HOLDINGS LIMITED	000583863
RAMCO TRUCK & EQUIPMENT SALES LTD.	000608620
READY TO ROLL HOLDINGS INC.	001063094
RL CUSTOM MACHINE LTD.	001579008
RMG MILLENNIUM INC.	001402198
ROLLING MEADOWS TRUCKING INC.	001411328
ROTCIB HOLDINGS LIMITED	000227367
RUSCOMA INVESTMENTS GROUP INC.	000963710
SEATECH ENTERPRISES INC.	001416856
SOUTHVIEW SALES & SERVICE LIMITED	000289924
STEELWORKERS HOLDINGS LIMITED	000068923
STEVENS MOTORS INC.	001708904
THE DUNLOP GROUP INC.	001246254
ULTIMATE LIGHTING INC.	001578295
UNITED LOGISTICS INC.	001091040
VENPLAN INC.	001379344
WINDSOR COURT MANAGEMENT CORP.	000628531
1048539 ONTARIO INC	001048539
1063826 ONTARIO INC.	001063826
1065404 ONTARIO LTD.	001065404
1104069 ONTARIO LIMITED	001104069
1114404 ONTARIO LTD.	001114404
1119493 ONTARIO LIMITED	001119493
1155002 ONTARIO LIMITED	001155002
1220372 ONTARIO LIMITED	001220372
1230225 ONTARIO INC.	001230225
1367038 ONTARIO INC.	001367038
1409630 ONTARIO INC.	001409630
1462736 ONTARIO INC.	001462736
1486560 ONTARIO INC.	001486560
1507300 ONTARIO INC.	001507300
1511407 ONTARIO LTD.	001511407
1526864 ONTARIO LIMITED	001526864
1555823 ONTARIO INC.	001555823
1564098 ONTARIO INC.	001564098

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1594617 ONTARIO INC.	001594617
1624465 ONTARIO LTD.	001624465
1632145 ONTARIO INC.	001632145
1652509 ONTARIO LTD.	001652509
1660733 ONTARIO LTD.	001660733
1660734 ONTARIO INC.	001660734
1668881 ONTARIO LIMITED	001668881
1694166 ONTARIO LTD.	001694166
1718556 ONTARIO INC.	001718556
2015505 ONTARIO INC.	002015505
2060991 ONTARIO LIMITED	002060991
703269 ONTARIO INC.	000703269
887163 ONTARIO INC.	000887163
939282 ONTARIO INC.	000939282
957044 ONTARIO LTD.	000957044
985981 ONTARIO LTD.	000985981
992289 ONTARIO INC.	000992289
2008-03-26	
ACOUSTICS SERVICES TORONTO INC.	000201970
ACTION AUDIO VISUAL INC.	000731143
ALBRIGHT HEATING & COOLING LTD.	001079816
ALBRIGHT WINDOW CLEANING LTD.	000903897
ALEMAN SCHOLEY TRADING INC.	001609661
ALMIC CREATIVE LANDSCAPING LTD.	000667773
BIG FISH CASTING STUDIOS INC.	001463232
BURGLAR MASTER LTD.	000505357
E-MERGING SKILLS INC.	001261662
EMERALD WEDDINGS INC.	001655425
FRB MANAGEMENT ENTERPRISES INC.	001210302
GENUINE JANITORIAL INC.	001246358
GRAPE HOLDINGS INC.	001250222
GRAPE MANAGEMENT CONSULTING INC.	001250224
JENNKEAN CONSULTING INC.	001513132
JEWELS AND TIME, INC	001412639
KEITH RUTLEDGE ENTERPRISES LIMITED	000655425
KOEX MANAGEMENT INC.	000994467
LORD ELGIN BUILDING CORP.	001042230
LSZ NORTH AMERICA DEVELOPMENT (CANADA) INC.	001047393
MILTON ALBRIGHT ELECTRIC CO. LTD.	000903898
NEWTON E. GOSTLIN LIMITED	000126124
Q. CASES INTERNATIONAL INC.	001203292
QUATTOR INVESTMENTS OF LONDON LIMITED	000201978
R.D. SCARIFICATION LTD.	001333548
RAJ REAL ESTATE INC.	001546134
RED OCEAN AQUA INC.	001265214
ROBERTA WRIGHT PHARMACY INC.	001185819
ROSELAWN INVESTMENTS LIMITED	000071654
S.R.M. RETAIL LTD.	001017032
SOUTH CHINA STONE INC.	001485676
SUTLEJ TRUCKING INC.	002095965
SWEET SWAN INC.	001593049
TEAK DECOR INC.	001377843
VIOLET PASTRY INC.	001375981
1045565 ONTARIO LIMITED	001045565
1070225 ONTARIO INC.	001070225
1411588 ONTARIO LIMITED	001411588
1422259 ONTARIO INC.	001422259
1448199 ONTARIO LIMITED	001448199
1486595 ONTARIO LIMITED	001486595
1500790 ONTARIO INC.	001500790
1505917 ONTARIO LTD.	001505917
1560633 ONTARIO INC.	001560633
1571491 ONTARIO LTD.	001571491
1638565 ONTARIO LTD.	001638565
1719143 ONTARIO LIMITED	001719143
2068690 ONTARIO INC.	002068690
2103839 ONTARIO INC.	002103839
609817 ONTARIO LTD.	000609817

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario	Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
884079 ONTARIO LTD.	000884079	LEIFUN DISTRIBUTION INC.	001608964
2008-03-27		MAPLE LIVING JOURNAL INC.	001294559
A.N.T. MEDICAL INC.	001246413	MCTU DIAGNOSTICS LTD.	001274570
ABERLADY DEVELOPMENT CORPORATION LIMITED	000220173	NORI BOLADO CONSULTING INC.	001182837
ATI VENTURES INC.	001555177	PAYPROC TECHNOLOGY DEVELOPMENT LTD.	001438032
BB & J REPAIRS AND DESIGN INC.	001658539	1178587 ONTARIO INC.	001178587
CASKET ROYALE LIMITED	001205562	1423172 ONTARIO LIMITED	001423172
D. G. STEVENS & CREATORS LTD.	000438099	1457098 ONTARIO LIMITED	001457098
EMIL SIMON INVESTMENT INC.	000919908	1472397 ONTARIO LTD.	001472397
EMPIRE HEATING AND AIR-CONDITIONING LTD.	001127427	1485447 ONTARIO INC.	001485447
GEM DVD CORP.	001553220	1493199 ONTARIO INC.	001493199
J. T. HORD GENERAL CONTRACTING LIMITED	000342536	1514168 ONTARIO INC.	001514168
JEDFRO CONSTRUCTION COMPANY LIMITED	000312344	1544232 ONTARIO INC.	001544232
JOHNSTON CO. INC.	000902680	2004896 ONTARIO INC.	002004896
JULIAN INVESTMENTS INC.	001175406	882153 ONTARIO LIMITED	000882153
K J M CONTRACTING INC.	002058592	884836 ONTARIO LIMITED	000884836
KANAAN CONSULTING CANADA LTD.	001467547	2008-03-31	
LUCKY FOUR SUPERMARKETS LTD.	000506729	BAYVIEW SKY SERVICE INC.	001734515
M. H. S. CONSTRUCTION LIMITED	000390680	FIRST SOURCE GLOBAL LOGISTICS LTD.	001545212
MAAK CONSULTING (WINDSOR) LIMITED	001266124	MABEE GAS BAR INC.	001015065
NATIONAL CENTRE FOR WARRANTY ANALYSIS LTD.	001008926	SUNLIGHT PHOTO COPY CENTRE LTD.	001334473
PERCY'S PEAK INC.	001272009	VENBRIDGE INC.	001427412
POOL PARADISE INC.	002015130	VIDEOLUX PRODUCTIONS INC.	001323791
ROUSILLAC TECHNOLOGIES INC.	001220365	VLEE NETWORK INC.	002134844
RT & ASSOCIATES EMERGENCY MANAGEMENT SYSTEMS INC.	001199521	1032724 ONTARIO LTD.	001032724
SEQUEL INDUSTRIES INC.	000273562	1143190 ONTARIO LTD.	001143190
SHASON PACIFIC TRANSPORT INC.	001621532	1291370 ONTARIO INC.	001291370
STYLE AND THE CITY INC.	001712008	1712075 ONTARIO LIMITED	001712075
T. B. ASTUCCI INC.	001271120	2046708 ONTARIO INC.	002046708
TRI CONTINENTAL CAPITAL HOLDINGS INC.	000918150	2008-04-01	
YORKWOOD HOMES (GEORGETOWN) INC.	001261525	ACKLAND PHOTOGRAPHY LTD.	000822010
1004630 ONTARIO INC.	001004630	ADVANTAGE MOVING SYSTEMS INC.	001021388
1012673 ONTARIO LIMITED	001012673	ALEXANDER GOURMET IMPORTS LTD.	001623504
1117839 ONTARIO LTD.	001117839	BEST Z INC.	001320726
1182649 ONTARIO INC.	001182649	CARLTON CAPITAL CORPORATION	001559567
1241042 ONTARIO LTD.	001241042	CONTOR REALTY LIMITED	001729012
1298126 ONTARIO LIMITED	001298126	DIVINE JEWELLERY CORPORATION	000937661
1414600 ONTARIO INC.	001414600	INTEGRATED ASSET MANAGEMENT LIMITED	001674721
1436386 ONTARIO LTD.	001436386	MONOLITAR HOLDINGS INC.	001553105
1451144 ONTARIO INC.	001451144	ORIN-BRUCE MANAGEMENT LTD.	000412040
1547451 ONTARIO INC.	001547451	OSHAWA SUITES INC.	001070670
1610226 ONTARIO LIMITED	001610226	QUINTEX GARMENT CO. LTD.	000842953
1684866 ONTARIO INC.	001684866	REBOUND PRODUCTIONS LTD.	002024549
2000384 ONTARIO INC.	002000384	Z&J MAINTENANCE SERVICES LTD.	001282683
2019122 ONTARIO INC.	002019122	1127356 ONTARIO LIMITED	001127356
2025715 ONTARIO INC.	002025715	1134083 ONTARIO LTD.	001134083
521767 ONTARIO LIMITED	000521767	1329929 ONTARIO LIMITED	001329929
605143 ONTARIO LIMITED	000605143	1585603 ONTARIO LIMITED	001585603
674137 ONTARIO LIMITED	000674137	1638002 ONTARIO INC.	001638002
892981 ONTARIO INC.	000892981	2053254 ONTARIO INC.	002053254
967023 ONTARIO INC.	000967023	883509 ONTARIO INC.	000883509
2008-03-28		910927 ONTARIO LIMITED	000910927
BON VOYAGE MARKETING INC.	001290332	2008-04-02	
BRANDCOR-PRAISE JOINT VENTURE INC.	001517600	ALTIITUDE BAKING & CATERING LTD.	000573024
CANADIAN BAUSTOFFE ONTARIO LTD.	001365036	ANMOL TRUCKING INC.	002090830
DEVERE PROPERTIES LIMITED	000761451	CANALINK TRADING INTERNATIONAL INC.	001029540
F. BERGSMA & SONS LIMITED	000155415	CARL WILSON INDUSTRIES LTD.	000532594
FTA TRADING INC.	001647037	CASHCOW PRODUCTIONS LTD.	002071807
G & H TIMBER CONTRACTING LIMITED	000543336	CHRISMAR INVESTMENTS LIMITED	000226447
HIGHWAY 27-LANGSTAFF HOLDINGS INC.	000779339	CNKG CONSULTING INC.	002090119
J & C TRUCKING LTD.	001164722	COASTLINE CONTRACTING INC.	002094760
KYBER SPORTSWEAR CORP	001618498	CORDIAL CONTRACTORS LTD	000838732
		COUNTRYWIDE ECO-CLEAN INC.	001626130
		D. MORTELL LIMITED	000251009
		FLECTROTEC AUTOMATION CONTROLS LTD.	002024001

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
GRANT ENVIRONMENTAL LTD.	000607601
HOLTOM CONSULTING SERVICES INC.	001573784
INSPIRED WITHIN INC.	001624295
KAIHAN GROUP OF COMPANIES LTD.	000983039
LABYRINTH STUDIOS INCORPORATED	001168213
LAW CONSTRUCTION LIMITED	000041786
LEEDS MILLWRIGHTING LTD.	001104810
LOK8 INC.	001629619
LYNNWOOD MOBILE HOMES LIMITED	000229142
MEDPLUS CONSULTING & SERVICES INC.	002030410
NORMISKA PEAT INC.	000964995
NORSE MARKETING INC.	000744401
NORTH METRO ELECTRIC INC.	000964663
O.D.P. CUSTOM BROKERS LIMITED	000366208
PRECISE HOME INSPECTION SERVICES INC.	002048768
PRIESTAP HOLDINGS INC.	000471027
RELM TAVERN LTD.	000312336
VARIETY FASHION LTD.	001353478
WARWICK RIDGE INC.	001544127
WORTHING DISTRIBUTORS LTD.	000454806
1130688 ONTARIO INC.	001130688
1173918 ONTARIO INC.	001173918
1348909 ONTARIO LIMITED	001348909
1478726 ONTARIO INC.	001478726
1666474 ONTARIO INC.	001666474
1699962 ONTARIO LTD.	001699962
2085830 ONTARIO INC.	002085830
624159 ONTARIO INC.	000624159
832581 ONTARIO LIMITED	000832581
922128 ONTARIO INC.	000922128
962221 ONTARIO INC.	000962221
983167 ONTARIO LIMITED	000983167
2008-04-03	
A1 ELECTRONICS WHOLESALE INC.	002124513
CARLTON LAND HOLDINGS AND INVESTMENT INC.	002041199
DANONE INTERNATIONAL BRANDS CANADA INC./ LES MARQUES INTERNATIONALES DANONE CANADA INC.	001072696
FASHIONCO INC.	001283332
GRAHAM HARGRAVE INVESTMENTS INC.	001312038
GREENVILLA (BRISTOL) DEVELOPMENT GROUP INC.	002016184
GREENVILLA (SCOTTFIELD) DEVELOPMENT GROUP INC.	001519089
OSMINGTON 905 KING INC.	001360890
PHYSIOMED BURLINGTON INC.	001513596
PHYSIOMED DUNDAS INC.	001554894
PRECISION HEALTH INC.	002007276
RED BERGAMOT LTD.	001722192
RENAISSANCE GROUP INC.	002063186
RESOLUTIONS AND DESIGNS INC.	001268204
1114329 ONTARIO INC.	001114329
1238017 ONTARIO LIMITED	001238017
1250165 ONTARIO LIMITED	001250165
1388980 ONTARIO INC.	001388980
1574820 ONTARIO INC.	001574820
2102733 ONTARIO INC.	002102733
370885 ONTARIO LIMITED	000370885
966977 ONTARIO LIMITED	000966977

M. KALSBECK
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(141-G164)

Cancellation of Certificate of Incorporation (Business Corporations Act) Annulation de certificat de constitution en personne morale (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under subsection 241(4) of the *Business Corporation Act*, the certificates of incorporation set out hereunder have been cancelled and corporation(s) have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la *Loi sur les sociétés par actions*, les certificats présentés ci-dessous ont été annulés et les sociétés ont été dissoutes. La dénomination sociale des sociétés concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2008-04-04	
1185764 ONTARIO LTD.	1185764

M. KALSBECK
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(141-G165)

Cancellation for Filing Default (Corporations Act) Annulation pour omission de se conformer à une obligation de dépôt (Loi sur les personnes morales)

NOTICE IS HEREBY GIVEN that orders under Section 317(9) of the *Corporations Act* have been made cancelling the Letters Patent of the following corporations and declaring them to be dissolved. The date of the order of dissolution precedes the name of the corporation.

AVIS EST DONNÉ PAR LA PRÉSENTE que, les décrets émis en vertu de l'article 317 (9) de la *Loi sur les personnes morales* ont été émis pour annuler les lettres patentes des personnes morales suivantes et les déclarer dissoutes. La date du décret de la dissolution précède le nom de la personne morale.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2008-04-04	
M.F.C. MUNICIPAL FINANCE CONFERENCE	855964

M. KALSBECK
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(141-G166)

Change of Name Act Loi sur le changement de nom

NOTICE IS HEREBY GIVEN that the following changes of name were granted during the period from March 31, 2008 to April 06, 2008 under the authority of the *Change of Name Act*, R.S.O. 1990, c.c.7 and the following Regulation RRO 1990, Reg 68. The listing below shows the previous name followed by the new name.

AVIS EST PAR LA PRÉSENTE donné que les changements de noms mentionnés ci-après ont été accordés au cours de la période du 31 mars 2008 au 06 avril 2008, en vertu de la *Loi sur le changement de nom*, L.R.O. 1990, chap. C.7, et du Règlement 68, R.R.O. 1990, s'y rapportant. La liste indique l'ancien nom suivi du nouveau nom.

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
ABDULRAHMAN, BEJAIR.	KITTANI, BEJAIR.	GRILLS,	HARRIS, DARRIEN.JAMES.
ABO KOIDER, FATMA.	HADAD, NATALI.	DARRIEN.JAMES.	MICHAEL.STEVEN.
AHMED, TAIMOOR.	ABDUL, TAIMOOR.	GROMADA, KATARZYNA.	KIDRYCKA, KATARZYNA.
AL-NEAMEH, ATHEER.	NEMY, ARTHUR.D.	GUO, DIE.TING.	GUO, CHLOE.
AL-SHAMMARI, MAJID.	AL FARRAJ, MAJID.ATALLAH.	HAARIS, SABEEN.	DIAZ, SABEEN.KHALID.
ALDRIDGE, JESSE.	DRINKWALTER, JESSE.	HADDAD, PAULINE.	GHANTOUS, PAULINE.
CLIFFORD.ALLAN.	CLIFFORD.ALLAN.	HAO, QI.	WANG, AMY.QI.
ALFONSO KUAN,	KUAN, YAHKOH.	HAO, YU.	WANG, ANNA.YU.
HERNAN.YESID.	YEZID.HERNAN.ALFONSO.	HODGKINSON-GILMER,	GAUDIN-GILMER,
ALUSHAJ,	LIBENSTEIN,	PAYTON.VICTORIA.	PAYTON.VICTORIA.
MARSELA.	MARSELA.ALUSHAJ.	HORBIK, VALENTIN.	HORBIK, LEONARD.
AMJAD, LANA.	KITTANI, LANA.	HOSSEINI, BITA.	SHIRVANI, GITI.
AMJAD, LAWEEN.	KITTANI, LAWEEN.	HUNT, HOLLY.LYNN.	CORNEIL, HOLLY.LYNN.
AMYOTTE, GERARD.	CLICHE, GERARD.JOSEPH.	ISHAKOV, IZABEL.	ITZHAKOV, IZABEL.
AUSTIN, JASON.	AUSTIN, JASON.DRAKE.	JOHNSON, ROBERT.	DE ROSE, EUGENIO.ROBERTO.
ALEX.DARRYL.	ALEXANDER.D'KISS.	JOLEUN,	TOMLINSON,
BAST,	BOWMAN,	MICHAEL.JAMES.	MICHAEL.JAMES.
SUSANNA.BARBARA.	SUSANNA.BARBARA.	KAMSARAKAN, IRINA.	MAMATALIYEV, IRINA.
BEJAIR, MOHAMMED.	KITTANI, MOHAMMED.	KANG, MIAO.	KANG, MAYNA.
BLINOV, ALEXANDRE.	BLINOV, SASHA.	KANSAL, ISHIT.	KANSAL, IAN.
BONHAM,	VANDESTEEG,	KATSIMBRAS, DAVID.	CATSIMBRAS, DAVID.
SHANTELE.VICTORIA.	SHANTELE.VICTORIA.	NICHOLAS.ZACHARIAH.	NICHOLAS.ZACHARIAH.
BRAVATTI DE MAZARIEGOS,	BRAVATTI-FIGUEROA,	KAWADZA,	KAWADZA,
LIDIA.LUCRECIA.	LIDIA.LUCRECIA.	NYARADZWAI.ZIWAI.	ZIWAI.
BRIDGE, RONALD.JAMES.	BRIDGE, JAMIE.RON.	KISH, SEBASTIAN.DANIEL.	KLEIN, DANIEL.MICHAEL.
BURROWS, APRIL.LYNNE.	O'FLAHERTY, FLETCHER.IAN.	KONG, KYUNG.SHIM.	KONG, HELEN.KYUNGSHIM.
BURTON, MARLEAH.JOY.	MALCOLM, MARLEAH.JOY.	KOURI, WEJDI.	KHOURI, WAJDI.
CASCHERA,	LORIA-CASCHERA,	KRMPOTICH, IVAN.	KRMPOTIC, IVAN.
DANIELA.LIBBY.	DANIELA.LIBBY.	KROPF, KRISTA.MARILYN.	MILLS, KRISTA.MARILYN.
CHAN, KAM.MEI.	SUEN, KAM.MEI.ROSA.	LABIB,	AZER, MARK.
CHEW, KHOON.HOCK.	CHEW, JOHN.KHOON.HOCK.	MARK.OSSAMA.	OSSAMA.LABIB.AMIN.
CHOEZOM, DECHEN.	KONGRA, ANGIE.LAMA.	LAGROIX, ROEL.	LAGROIS, JOSEPH.ROYAL.
CHTCHPETILNIKOV, POLINA.	BUNIMOVICH, POLINA.	LAN, JIAN.	LAN, JAMES.JIAN.
CO, MARIA.	CO-RICCI, MARIA.	LANTIN,	MOORE,
CHARINA.GRACE.	CHARINA.GRACE.	CLAYTON.JOSEPH.FRANCIS.	CLAYTON.FRANCIS.
COLLINS, CHRIS.JUDITH.	TOROK, CHRIS.JUDITH.	LATKOWSKI,	NOWAK,
CONNOLLY,	COOPER,	TOMASZ.STEFAN.	THOMAS.STEPHEN.
COLLEEN.ELIZABETH.	COLLEEN.ELIZABETH.	LEE, DUSTIN.COLTER.	HARTWIG, DUSTIN.COLTER.
DAVIES, SKYE.JORDAN.	SPICER, SKYE.JORDAN.	LEE, YE-JOON.	LEE, KEVIN.YE-JOON.
DEBREY, ALEX.	DEBRIE, ALEXANDER..	LI, JING.	LEIGH, SARAH-JEAN.SUEN.
DENESHEVA, VALERIA.	DVORETSKY, VALERIA.	LIAO, MIN.	LIAO, ANDREA.
DHILLON, SUKHDEEP.KAUR.	JASSAL, SUKHDEEP.KAUR.	LICHTBLAU, PETER.JOEL.	LICHTBLAU, YOEL.
EAMES,	EAMES-CUPELLI,	LINDSAY-WOODS,	WOODS,
AIDEN.PATRICK.KOSOWAN.	AIDEN.PATRICK.	DAYNA.HOPE.	DAYNA.HOPE.
EBRAHIMI KHESMAKHI,	EBRAHIMI,	LINDSAY-WOODS,	WOODS,
POOYA.	POOYA.	SHAWN.MARTIN.	SHAWN.MARTIN.
EHIGIATOR, ESOSA.GINA.	OKPEFA, ESOSA.GINA.	LIU, KANG.	LIU, CONNIE.KANG.
FEROZA, FEROZA.	ABDUL, FEROZA.	LOACH, ZACHARY.	MACDONALD, ZACHARY.
FRANK,	FRANK,	CHRISTIAN.JAMES.	CHRISTIAN.PAUL.
JOSEPH.CLEMENT.LOUIS.	CLEMENT.JOSEPH.LOUIS.	MA, YIYANG.	MA, JAMES.
GENIALOPE, THELMA.	TSVETKOFF, THELMA.	MACKLIN, WADE.ALLAN.	MCCALL, MATHEW.ALLAN.
GREEN, WARREN.JOHN.	GOUDIE, WARREN.JOHN.	MAKRA, FERENC.	MAKRA, FRANK.
		MAKRANE GAJDAN,	GAJDAN-MAKRA,
		MERCEDESZ.	MERCEDES.
		MANN, HARNAZ.SINGH.	SINGH, HARNAZ.
		MANN, HARTEJ.SINGH.	SINGH, HARTEJ..
		MANN, RAMNEEK.KAUR.	KAUR, RAMNEEK.
		MANN, RAVINDER.SINGH.	SINGH, RAVINDER..
		MANTIONE, TAMMY.	MUNROE, TAMMY.
		MATHEW, MINU.JACOB.	THOMAS, MINU.THOMAS.
		MCCUNE, CINDY.LEE.	DEROUCHIE, CINDY.LEE.
		MCCAHON,	FRENCH,
		BAILEY.CATHERINE.	BRITTNEY.KATHERN.MARIE.
		MCRAE, JAREEN.ANN.	KAKRAH, TARRAN.ANN.
		MOHAMED,	FRANK,
		MOHAMED.FAROUK.	OMY.ADAM.
		MONI, RAMCHANDANI.	PUNJABI, KHUSHI.SUNIL.

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
MOON, HAE.JUNG.	MOON, MICHELLE.HYEJUNG.	SRIVASTAVA, KSHITIJ.	SRIVASTAVA, NEERAJ.
MOON, HAE.RAN.	MOON, HAILY.HYERAN.	STANISLAUS,	LEON,
MOON, YOUNG.HUN.	MOON, RYAN.YOUNGHOON.	DONALI.PRADEEPA.	DONALI.PRADEEPA.
MORAN DE VILLA,	MORAN,	STULBERG, CHERYL.RHODA.	ANDREWS, CHERYL.RHODA.
PATRICIA.GRACIELA.	PATRICIA.GRACIELA.	SWAENEPOEL,	FUGARD-SWAENEPOEL,
MORGAN,	CLARK MORGAN,	SARIAH.CATHLEEN.	SARIAH.CHRISTINE.
SARAH.NICOLE.	NICOLE.SARAH.	SYMONDS,	SYMONDS,
MOROS, PAVLO.	MOROZ, PAUL.	MARTHA.LOU.MAY.	MARTHA.LUCIENNE.
MOYKKYMAKI,	MAKI,	TESFAYE WOLDE, LIBSEKAL.	TESFAYE, LIBSEKAL.
ARTO.JOHANNES.	ARTO.JOHANNES.	THAVA YOGARAJAH,	KIRUPAKARAN,
MOYKKYMAKI, TUOVI.MARIA.	MAKI, TUOVI.MARIA.	KALYANI.	KALYANI.
MRKOBRADE, MILORAD.	MRKOBRADE, MICHAEL.	THOMAS, JADE.GABRIELLE.	LAFOND, JADE.GABRIELLE.
MUNJANJA,	ISAAC,	THOMSON-KEARNS,	HART,
PLAXSIDES.VIRIMAI.	BEULAH.	BOBBI.JO.KATHERINE.	BOBBI.JO.KATHERINE.
NABIOLLAHI BAHNAMIRI,	NABIOLLAHI,	TILLER, JACLYN.ALANA.	MARTYN, JACLYN.ALANA.
NASIM.	NASIM.	TO, LE.CHINH.	QUACH, LE.CHINH.
NATHNAEL, TADELE.	TADELE, NATHNAEL.	TODOROVIC,	TODOROVIC-GATSBY,
NGO, KIM.PHONG.	LEE, PHONG.	DANIEL.JOHN.	DANIEL-JOHN.HUGO.
NGO, SAMANTHA.KIRILEE.	LEE, SAMANTHA.	TONKONOGI, ELENA.	YAVNIK, ELENA.
NISTORESCU,	NISTORESCU,	UMEDA, MASAMI.	MACQUARRIE, MASAMI.
IOAN.SEBASTIAN.	SEBASTIAN.	VACCA, ELIZABETH.	FARSHCHI, ELIZABETH.
NISTORESCU,	NISTORESCU,	VAN DE BROEK, LINDA.ELLEN.	TUPY, LINDA.ELLEN.
MIHAIL.CORNEL.	MICHAEL.	VOSKANYAN, NAIRA.	DUNLOP, NAIRA.LIRA.
O'BRIEN, DALE.LAURA.	JOHNSON, DAYLE.LAURA.	VYSTRCIL, VERONIKA.	JANCOV , VERONIKA.
OAKES,	CRESSMAN,	WAN, DANIEL.	WAN, DANIEL.ZHAOREN.
JENNIFER.ELIZABETH.	JENNIFER.ELIZABETH.	WAN, ZHAO.WEN.	WAN, NORMAN.ZHAOWEN.
OBASEKI,	CRAIG-OBASEKI,	WHITE,	WHITE GARAY,
EHI.VANESA.	VANESSA.EHI.	EMILY.CARIDAD.	EMILY.CARIDAD.
OMEROVIC, EDINA.	POBRIC, EDINA.	WONG, JAYSON.	LALANDE, JAYSON.
OUYANG, JIEXI.	OUYANG, JESSIE.	JOSEPH.BILLY.JUNG.KYUNG.	JOSEPH.JACQUES.DANIEL.
OYENUGA,	MARTINS-DONUS,	WOODCOCK,	FOGWILL,
DAVID.MOFEOLUWA.	EYINIMOFFE.DAVID.	KAREN.SUSANNE.	KAREN.SUSANNE.
PAK, TIN.KEI.	PAK, TIMOTHY.TIN.KEI.	WOOLLCOTT,	WOOLLCOTT,
POTTAYIL,	MANIAKUPARA, CHRISTINA.	RIA.ELIZABETH.	GREER.ELIZABETH.JAMES.
CHRISTINA.JANE.D.	JANE.DE.LA.CRUZ.	WU, YUAN.FEN.	CHIU, YUAN.FEN.JANE.
PUROHIT, SUMITRA.	SETHI, SUMITRA.	XIN, JIMEI.	XIN, MAGGIE.JIMEI.
REBANE, LISA.MARIE.	REBANE, LIISA.MARIE.	YAKUBOVIC,	JACOBS,
REDNEVA, ZANNA.	REDNEVA, JOANNA.	AVRAHAM.MARK.	AVRAHAM.MARK.
REDNEVS, ALEKSEJS.	REDNEV, ALEX.	YAMAN, MEHMET.	YAMANSON, MIKE.
REID, TR Y.AMOR.SAUNDERS.	SAUNDERS, TR Y.AMOR.	YAN, CATHERINE.L.	YAN, CATHERINE.
REKTOR, EDIT.ESZTER.	KASZA, CHIBI.ESZTER.	YUAN, MENGXI.	YUAN, MICHELLE.
RENAUD, MARIE.HELENE.	RENAUD, RACHELLE.MARIE.	YUN, MYUNG.HEE.	YUN, GIA.MYUNGHEE.
RIMAR, EVAN.	RYMAR, JOHN..	ZAWADZKA, EWA.	ZDANOWICZ, EWA.
ROBINSON,	SHERWIN,		
MEAGHAN.ELIZABETH.	MEAGHAN.ELIZABETH.		JUDITH M. HARTMAN,
ROYAL,	KEMKA,		Deputy Registrar General/ Registraire générale adjointe de l'état civil
ELIZABETH.KRYSTALIN.	ELIZABETH.KRYSTALIN.	(141-G167)	
RUBINA, RUBINA.	ABDUL, RUBINA.		
RYU, JAELYN.JESSI.	RYU, JAELYN.		
SADIGHIYANGIEGH,	SADIGHI,		
TAGHIYA..	TAGHIYA.		
SALOMONSSON, LINDA.ANNA.	STEIN, LINDA.ANNA.		
SCHAEFER,	GARDNER-SCHAEFER,		
TRISTAN.OLIVER.	TRISTAN.OLIVER.		
SCHELL, KRISTA.ANN.	BARKEY, KRISTA.ANN.		
SEBAA, MOHAMMED.ABDELM.	SEBAA, RYAN.SEBASTIAN.		
SEGUIN, GARRY.	VILLENEUVE, GARY.MARIO.		
SEXTON, DONALD.JAY.	SEXTON, JAY.DONALD.		
SEYOUN, BINYAM.HAILU.	BELAY, YONAS.SOLOMON.		
SHAFRANSKAYA, TATSIANA.	FEIFER, TATSIANA.		
SHANMUGANATHAN,	SHANMUGANATHAN,		
DUSHANTHAN.	THUSHANTHAN.		
SINGH, RAPANJOT.	GILL, RAPANJOT.SINGH.		
SINGHKAUR, MANPREET.	SINGH, MANPREET.KAUR.		
SONG, YUAN.XI.JIMMY.	SONG, JIMMY.YUANXI.		
SORKHABI, HUSSEIN.	SORKABI, NICK.		
SOUICIE, AMY.	SOUICIE, AMY.LEE.		

Marriage Act Loi sur le mariage

CERTIFICATE OF PERMANENT REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT PERMANENT autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants:

Apr 1-4

NAME	LOCATION	EFFECTIVE DATE
Lee, Patrick Vaughan	Perth, ON	01-Apr-08
Cox, Calvin	Brampton, On	03-Apr-08
Van Arragon, Willemina	Moffat, On	03-Apr-08

NAME	LOCATION	EFFECTIVE DATE
McLeod-Smith, Paula	Waterloo, ON	03-Apr-08
Eby, Bonita	Kitchener, ON	03-Apr-08
Stutzman, Noah	Chesley, ON	03-Apr-08
Shank, Hervey	Harriston, ON	03-Apr-08
Jones, Psegga Theresa Cindy	Ajax, On	03-Apr-08
Toms, Adrian	Shelburne, ON	03-Apr-08
Spiridigliozzi, Joel	Oshawa, ON	03-Apr-08
Seaman, Benjamin Robert	Kingston, ON	03-Apr-08
De Jong, Harold	Thunder Bay, ON	03-Apr-08
Willoughby, Gloria	Burlington, ON	03-Apr-08
Cox, Sean	Prescott, On	03-Apr-08
Byrne, James Clifton	Arnstein, ON	03-Apr-08
Kofler, Charmaine Michelle	Brighton, ON	03-Apr-08
Wilde, Lawrence David	Mississauga, ON	03-Apr-08
Scott, Daniel Earl Matthew	Norwich, ON	03-Apr-08
Hall, Owen	Brampton, On	03-Apr-08
Garst, Evan	Kitchener, ON	03-Apr-08
Roland, William D.	St. Thomas, ON	03-Apr-08
Pike, Wallace	Oshawa, ON	03-Apr-08
Parker, Nicholas R.	Ottawa, ON	03-Apr-08
Todd, Thomas Keith	Toronto, ON	03-Apr-08
Scott, Andrew	Vars, ON	03-Apr-08
Mba, Charles	Brampton, On	03-Apr-08
Cleary, Kathy	Guelph, On	03-Apr-08
Makovei, Janos	Toronto, ON	03-Apr-08

CERTIFICATES OF TEMPORARY REGISTRATION as person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT TEMPORAIRE autoris des mariages en Ontario ont été délivrés aux suivants:

NAME	LOCATION	EFFECTIVE DATE
Todisco, Gianfranco	Melfi, Potenza Italy	02-Apr-08
April 03, 2008 to April 07, 2008		
Ambury, Stephen George	Sydenham, ON	02-Apr-08
April 10, 2008 to April 14, 2008		
Holbrook, Phillip	Salem, Oregon	03-Apr-08
April 24, 2008 to April 28, 2008		
McDonough, Don	Schwenksville, PA	03-Apr-08
April 10, 2008 to April 14, 2008		
Peters, Clarence H.	Waldheim, SK	03-Apr-08
May 22, 2008 to May 26, 2008		
MacArthur, W. Lloyd	Lacombe, AB	03-Apr-08
May 29, 2008 to June 02, 2008		
Mullin, Paula B.	Shawville, QC	03-Apr-08
August 06, 2008 to August 10, 2008		

CERTIFICATE OF CANCELLATION OF REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES AVIS DE RADIATION de personnes autorisées à célébrer des mariages en Ontario ont été envoyés à:

NAME	LOCATION	EFFECTIVE DATE
Okorn, Stane	Hamilton, ON	03-Apr-08
Pasalic, Nikola	Halton Hills, ON	03-Apr-08
Patil, Gabriel	Oakville, ON	03-Apr-08
Pazzaglia, Dominic	Kitchener, ON	03-Apr-08

NAME	LOCATION	EFFECTIVE DATE
Petkovic, Ilija	Oakville, ON	03-Apr-08
Puljic, Tomislav	Norval, ON	03-Apr-08
Renic, Stipe	Norval, ON	03-Apr-08
Scheible, Ronald	Cambridge, ON	03-Apr-08
Schofield, Damian	Hamilton, ON	03-Apr-08
Sebastian, Joseph	Waterdown, ON	03-Apr-08
Skraba, Ljuban	Hamilton, ON	03-Apr-08
Smrzik, Stephen	Cambridge, ON	03-Apr-08
Soce, Jago	Norval, ON	03-Apr-08
Stironja, Ivan	Oakville, ON	03-Apr-08
Strojnowski, Boguslaw	Kitchener, ON	03-Apr-08
Tabigue, Joseph Pajaron	Oakville, ON	03-Apr-08
Roetker, Gregory G.	Kitchener, ON	03-Apr-08
Yu, Augustine Y.	Hamilton, ON	03-Apr-08
Wenkoff, Kevin Michael	Oakville, ON	03-Apr-08
Vuk, Mladen	Hamilton, ON	03-Apr-08
Tyson, Eugene Gregory	Waterloo, ON	03-Apr-08
Baer, Heather Lynn	Niagara Falls, ON	04-Apr-08
Boyd, William Stanley Ross	Parry Sound, ON	04-Apr-08
Brooks, Barry Livingstone	North York, ON	04-Apr-08
Burgess, Harold Neal	Mississauga, ON	04-Apr-08
Combs, Frances Marie	Toronto, ON	04-Apr-08
Craig, Robert B.	Etobicoke, ON	04-Apr-08
Crothers, Thomas	Scarborough, ON	04-Apr-08
Davies, Richard Cerwyn	Scarborough, ON	04-Apr-08
Dean, Homer	Toronto, ON	04-Apr-08
Dyck, Shirley Ann	Toronto, ON	04-Apr-08
Denning, Harry Melville	Etobicoke, ON	04-Apr-08
Fleming, Susan	Toronto, ON	04-Apr-08
Gabourel, Frank Burton	Toronto, ON	04-Apr-08
Garrod-Shuster, Susan Eileen	Guelph, ON	04-Apr-08
Gillies, Donald	Burlington, ON	04-Apr-08
Hagerman, Kerri	Toronto, ON	04-Apr-08
Hanssmann, Edmund	Toronto, ON	04-Apr-08
Hiscock, Boyd	Brampton, ON	04-Apr-08
Howard, Susan	Toronto, ON	04-Apr-08
Hume, Helen Gwenda	Meaford, ON	04-Apr-08
Lamb, John William	Etobicoke, ON	04-Apr-08
Lee, Jeong Woo	Mississauga, ON	04-Apr-08
Lee, Sang Chul	Newmarket, ON	04-Apr-08
Llewellyn, Hallett Elvin	Toronto, ON	04-Apr-08
Llewellyn, Karen MacKay	Toronto, ON	04-Apr-08
Mattinson, Glen Olaf	Peterborough, ON	04-Apr-08
McCalmont, Robert Desmond	North York, ON	04-Apr-08
McKibbon, John Hubert	Uxbridge, ON	04-Apr-08
McTavish, John	Huntsville, ON	04-Apr-08
Metcalf, Robert	Toronto, ON	04-Apr-08
Michener, Sandra Marie	Victoria Harbour, ON	04-Apr-08
Miller, Charles Raymond	Toronto, ON	04-Apr-08
Misener, Edwin Bruce	Pickering, ON	04-Apr-08
Moll, Edward Moritz Eugene	Barrie, ON	04-Apr-08
Muir, Douglas Alexander Cambbell	Barrie, ON	04-Apr-08
Myles, Andrew	Etobicoke, ON	04-Apr-08
Newcombe, Bradley	Toronto, ON	04-Apr-08
Ostrander, Marjorie D.	Mississauga, ON	04-Apr-08
Pennock, Linda Ruth	Etobicoke, ON	04-Apr-08
Prier, Doyle Francis	Dundalk, ON	04-Apr-08
Ramkeesoon, Kenneth	Scarborough, ON	04-Apr-08
Raymont, Robert Lossing	Etobicoke, ON	04-Apr-08
Reeve, Edward	Toronto, ON	04-Apr-08
Storey, Arthur Jackson	Barrie, ON	04-Apr-08
Taylor, Anna Pearl	Coldwater, ON	04-Apr-08
Taylor, Ralph	Kemptville, ON	04-Apr-08
Taylor-Walsh, Ella	Toronto, ON	04-Apr-08

NAME	LOCATION	EFFECTIVE DATE	NAME	LOCATION	EFFECTIVE DATE
Telford, Francis James	Etobicoke, ON	04-Apr-08	Wood, Victor Alfred	Etobicoke, ON	04-Apr-08
Tenpenny, Christopher Glenn	West Hill, ON	04-Apr-08	Cho, Kyong-Ja	Richmond Hill, ON	04-Apr-08
Vaage, Rivkah Unland	Toronto, ON	04-Apr-08	Romaniuk, Susan	Bracebridge, ON	04-Apr-08
Watt, John Robert	Etobicoke, ON	04-Apr-08			
White, Donald Herbert	Barrie, ON	04-Apr-08		JUDITH M. HARTMAN,	
Williams, Frances L.	Brampton, ON	04-Apr-08		Deputy Registrar General/	
Wilson, Dorothy Irene	Huntsville, ON	04-Apr-08	(141-G168)	Registraire générale adjointe de l'état civil	

Gaming Revenue Sharing and Financial Agreement

February 19, 2008

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

- and -

ONTARIO LOTTERY AND GAMING CORPORATION

- and -

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP

- and -

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP

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THIS AGREEMENT is made with effect as of the 19th day of February, 2008,

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by **THE MINISTER OF ABORIGINAL AFFAIRS**

(the “**Province**”)

- and -

ONTARIO LOTTERY AND GAMING CORPORATION, a Crown agency established pursuant to the *Ontario Lottery and Gaming Corporation Act, 1999*

(“**OLG**”)

- and -

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP, a limited partnership formed under the laws of Ontario

(“**OFNLP 2008**”)

- and -

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP, a limited partnership formed under the laws of Ontario

(“**OFNLP**”)

WHEREAS the Province and First Nations in Ontario, acting through OFNLP 2008, have agreed to enter into this Gaming Revenue Sharing and Financial Agreement with the objective of advancing the growth and capacity of First Nations in Ontario in respect of community development, health, education, economic development and cultural development.

AND WHEREAS in furtherance of this objective it is the intention of the Province and First Nations in Ontario to maintain an on-going relationship for so long as the Province is involved directly, or indirectly through an Agent of the Province, in conducting and managing Lottery Schemes in Ontario.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) “**\$201 Million Payment**” means the \$201 million payment from the Province to OFNLP 2008 referred to in section 2.1.
- (b) “**35% Allocation**” means the 35% share of On-Going Net Revenues for the period subsequent to July 31, 2001, the entitlement to which is the subject of the 35% Litigation.
- (c) “**35% Litigation**” means the legal action styled as *The Chippewas of Mnjikaning First Nation-v-Her Majesty the Queen in Right of Ontario, et. al.* (being Court File No. 01-CV-219345CM).
- (d) “**20% Litigation**” means the legal action styled as *Chiefs of Ontario, et al.-v-Her Majesty the Queen in Right of Ontario, et. al.* (being Court File No. 98-CV-152417CM).
- (e) “**Accruals**” means funds set aside or amounts allocated to reserves maintained, in each case in amounts which in the commercially reasonable opinion of the relevant Person are required by that Person for the payment of obligations coming due in a future period or to provide for contingencies or for working capital requirements.

- (f) **“Agent of the Province”** means any agency of the Province, including OLG, that conducts and manages a lottery scheme under the authority of section 207(1)(a) of the Criminal Code, and includes the Province itself if the Province conducts and manages any such lottery scheme directly but, for greater certainty, does not include any operator that the Province, OLG or any other agency of the Province that conducts and manages such lottery schemes may hire to operate any gaming facility or to operate the conduct and manage of such lottery schemes for or on behalf of the Province, OLG or such other agency of the Province.
- (g) **“Agreement”** means this agreement and all schedules attached to this agreement, in each case as they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this agreement; and unless otherwise indicated, references to Articles, sections and Schedules are to Articles, sections and Schedules in this agreement.
- (h) **“Applicable Laws”** means the statutes, regulations and common law of the Province of Ontario and the federal statutes, regulations and common law of Canada applicable therein and, for greater certainty, includes constitutional law of Canada.
- (i) **“Approved Purposes”** means collectively (a) community development; (b) health; (c) education; (d) economic development; and (e) cultural development, of First Nations in Ontario and their territories and members.
- (j) **“Audited Gross Revenues Statement”** has the meaning attributed to that term in section 2.2(c)(ii).
- (k) **“Authority”** means the Federal Government of Canada, the Government of Ontario or any municipal government in Ontario constituted under the authority of the Municipal Act (Ontario) or any regulatory authority, agency, tribunal, commission, board or department of any such government or any Canadian federal or provincial court, having jurisdiction in the relevant circumstances.
- (l) **“Arbitrators”** has the meaning attributed to that term in Schedule 9.2.
- (m) **“Business Day”** means any day which is not a Saturday, Sunday or a day observed as a statutory holiday in the Province of Ontario under the laws of the Province of Ontario or the federal laws of Canada applicable therein.
- (n) **“Capital Renewals”** means the additions and improvements to Casino Rama, as defined in section 1.1(n) of the DOA.
- (o) **“Capital Renewals Budget(s)”** means the budget(s) covering estimated Capital Renewals as defined in section 3.8(a) of the DOA.
- (p) **“Capital Renewals Reserve”** means the cash reserve for capital renewals established pursuant to section 3.8(d) of the DOA.
- (q) **“Capital Renewals Reserve Account”** means the interest bearing bank account established pursuant to section 3.8(d) of the DOA and in which the Capital Renewals Reserve is maintained pursuant to section 6.1 of the DOA.
- (r) **“Casino Gaming”** means the conduct, management or operation of table games, gaming wheels or slot machines, or any other form of electronic gaming operated through or by any form of electronic device including, without limitation, a computer, video device or slot machine.
- (s) **“Casino Rama”** means the casino complex, including the hotel and entertainment centre, located on the designated lands of Mnjikaning First Nation and municipally known as 5899 Rama Road, Rama, Ontario.
- (t) **“Chiefs in Assembly”** means a duly and properly constituted general or special meeting of the duly elected Chiefs of the First Nations in Ontario.
- (u) **“Chiefs of Ontario”** means the not-for-profit company incorporated under the federal laws of Canada by the First Nations in Ontario and Mnjikaning First Nation under the name “Indian Associations Co-ordinating Committee of Ontario Inc.” acting as secretariat on behalf of and to the Chiefs of the First Nations in Ontario and Mnjikaning First Nation.
- (v) **“Claimants”** has the meaning attributed to that term in section 3.1(e).
- (w) **“Closing”** means the completion of the matters and satisfaction of the conditions set out in the Closing Agreement in order for this Agreement to be delivered and come into full force and effect.
- (x) **“Closing Agreement”** means the agreement of even date with this Agreement among the parties hereto and the Chiefs of Ontario providing for the formal actions and conditions, and the timing and ordering of such formal actions and conditions, to be completed or satisfied in order for this Agreement to be delivered and to come into full force and effect.
- (y) **“Collective Use Monies”** means in respect of each of (i) the \$201 Million Payment and (ii) each Monthly Revenue Share Payment received by OFNLP 2008 in each Fiscal Year commencing with Fiscal Year 2012, an amount of each such payment that is up to but not in excess of the amount that is fifteen percent (15%) of each such payment.
- (z) **“Confidential Information”** has the meaning attributed to that term in section 10.5(b).
- (aa) **“Consolidated Financial Statements”** means, in respect of an Agent of the Province, the annual consolidated financial statements of that Agent of the Province prepared by the management of that Agent of the Province in accordance with Canadian generally accepted accounting principles and approved by the board of directors (or similar body) of that Agent of the Province and reviewed by and subject to a favourable opinion from the independent auditors of that Agent of the Province.
- (bb) **“Criminal Code”** means the Criminal Code of Canada.

- (cc) **“CRRA”** means the Casino Rama Revenue Agreement dated June 9, 2000 among Her Majesty the Queen in Right of Ontario, OLG, OFNLP and Mnjikaning First Nation Limited Partnership, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (dd) **“Deficiency”** has the meaning attributed to that term in section 2.2(c)(iii)(A).
- (ee) **“Determined Rate”** means the annual rate of interest equal to the cost of borrowing to the Province on the date that any interest accruable under this Agreement commences to accrue, being the rate under the Government of Ontario three month Treasury Bill available for issue by the Government of Ontario on such date that interest commences to accrue under this Agreement, as such rate shall be confirmed by the Ontario Financing Authority or its successor.
- (ff) **“Dispute”** has the meaning attributed to that term in section 9.1.
- (gg) **“DOA”** means the Amended and Restated Development and Operating Agreement dated March 18, 1996, as amended by agreements dated as of April 15, 1996 and June 12, 2000, among, *inter alia*, Ontario Casino Corporation (a predecessor of OLG), Chippewas of Rama First Nation and CHC Casinos Canada Limited, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (hh) **“Effective Date”** means the date of this Agreement first written above.
- (ii) **“Event of Default”** means an OFNLP Event of Default, an OFNLP 2008 Event of Default, an OLG Event of Default or a Province Event of Default, as the case may be.
- (jj) **“Financial Administration Act”** means the *Financial Administration Act*, R.S.O. 1990, c.F12.
- (kk) **“First Nations in Ontario”** has the meaning attributed to that term in section 1.2.
- (ll) **“Fiscal Year”** means the fiscal year commencing on April 1st in a calendar year and ending on March 31st of the following calendar year and, as used in this Agreement, **“Fiscal Year 2012”** means the Fiscal Year commencing on April 1, 2011 and ending on March 31, 2012.
- (mm) **“Force Majeure”** means any cause beyond the reasonable control of, and without fault or negligence of the party claiming Force Majeure, including, but not limited to, acts of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil disobedience or disturbances, vandalism or act of terrorism; strikes, lockouts, restrictive work practices or other labour disturbances; inability to access its place of business; and acts of God including lightning, earthquake, fire, flood, unusually heavy or prolonged rain or accumulation of snow or ice arising from weather or environmental problems.
- (nn) **“Gross Revenues”** has the meaning attributed to that term in Schedule 1.1(nn).
- (oo) **“Held Amounts”** has the meaning attributed to that term in section 3.1(b).
- (pp) **“including”, “includes” and “included”** means including, without limitation, includes, without limitation, and included, without limitation, respectively.
- (qq) **“Indebtedness”** means all indebtedness for borrowed money, all indebtedness under any conditional sale or other title retention agreement, all liabilities represented by a note or other evidence of indebtedness, all obligations under leases and all guarantees of indebtedness of another Person.
- (rr) **“Initial Term”** has the meaning attributed to that term in section 8.1.
- (ss) **“Interim MRSP”** has the meaning attributed to that term in section 2.2(c)(i).
- (tt) **“Investment Income”** has the meaning attributed to that term in the OFNLP 2008 Partnership Agreement.
- (uu) **“Joint Appointee”** has the meaning attributed to that term in section 5.3(a).
- (vv) **“Judgment”** has the meaning attributed to that term in section 3.1(e).
- (ww) **“Levies”** for the purposes of this Agreement only, means all taxes, duties, fees, premiums, assessments, imposts or other charges of any kind whatsoever, including all interest, penalties, fines, additions to such charges or other additional amounts imposed in respect thereof.
- (xx) **“Liabilities”** has the meaning attributed to that term in section 3.1(c).
- (yy) **“Limited Partner Distributions”** means all monies distributed to OFNLP 2008 Limited Partners as contemplated in Article 4 together with any Investment Income from Permitted Interim Investments distributed by OFNLP 2008 to the OFNLP 2008 Limited Partners.
- (zz) **“Limited Partner Expense”** means an Expense of an OFNLP 2008 Limited Partner as defined in the OFNLP 2008 Partnership Agreement.
- (aaa) **“Losses”** means, in respect of any matter, any and all costs, expenses (including, without limitation or duplication, legal fees and disbursements), penalties, fines, losses, damages, liabilities, deficiencies and all amounts as are necessary to satisfy any demands, claims, actions or any other proceedings by whomsoever made, sustained, brought or prosecuted (whether joint or several), together with interest thereon at the Determined Rate, from the date such is incurred and until the date fully and completely satisfied.

- (bbb) **“Lottery Scheme”** means a lottery scheme conducted and managed by the Province or any Agent of the Province, under the authority of section 207(1)(a) of the *Criminal Code*.
- (ccc) **“Monthly Revenue Share Payment”** or **“MRSP”** has the meaning attributed to that term in section 2.2(a).
- (ddd) **“Near Band”** means an Aboriginal group of people in Ontario recognized as a First Nation in Ontario by the Chiefs in Assembly.
- (eee) **“OFN General Partner”** means Ontario First Nations General Partner Inc., the general partner of OFNLP.
- (fff) **“OFN Shareholders’ Agreement”** means the shareholders’ agreement among OFN General Partner and those First Nations in Ontario that are shareholders thereof, dated June 2, 2000, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (ggg) **“OFN 2008 General Partner”** means New OFNLP General Partner Limited.
- (hhh) **“OFN 2008 Shareholders’ Agreement”** means the shareholders’ agreement among OFN 2008 General Partner and those First Nations in Ontario that are shareholders thereof, dated February 7, 2008, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (iii) **“OFNLP”** means the Ontario First Nations Limited Partnership, a limited partnership formed under the laws of the Province of Ontario relating to the distribution of On-Going Net Revenues.
- (jjj) **“OFNLP Event of Default”** has the meaning attributed to that term in section 8.4.
- (kkk) **“OFNLP Limited Partner”** means a First Nation in Ontario which is a limited partner of OFNLP.
- (lll) **“OFNLP Partnership Agreement”** means the limited partnership agreement dated June 2, 2000 among the OFNLP Limited Partners and OFN General Partner, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (mmm) **“OFNLP 2008”** means the Ontario First Nations (2008) Limited Partnership.
- (nnn) **“OFNLP 2008 Event of Default”** has the meaning attributed to that term in section 8.5.
- (ooo) **“OFNLP 2008 Limited Partner”** means a First Nation in Ontario which is a limited partner of OFNLP 2008.
- (ppp) **“OFNLP 2008 Partnership Agreement”** means the limited partnership agreement dated February 7, 2008 among the OFNLP 2008 Limited Partners and OFN 2008 General Partner, a copy of which is included in this Agreement as Schedule 1.1(ppp), as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (qqq) **“OLG”** means the Ontario Lottery and Gaming Corporation, including its statutory successors.
- (rrr) **“OLGC Act”** means the *Ontario Lottery and Gaming Corporation Act, 1999*, S.O. 1999, c. 12, Sch. L.
- (sss) **“OLG Event of Default”** has the meaning attributed to that term in section 8.8.
- (ttt) **“On-Going Net Revenues”** means the Ongoing Net Revenues from Casino Rama as such term is defined in the CRRA.
- (uuu) **“Operating Reserve”** means the “Operating Reserve” established pursuant to and defined as such in the DOA.
- (vvv) **“Operating Reserve Account”** means the interest bearing bank account in which the Operating Reserve is maintained pursuant to section 6.1 of the DOA.
- (www) **“Partnership Expense”** means an Expense of OFNLP 2008 as defined in the OFNLP 2008 Partnership Agreement.
- (xxx) **“Permitted Interim Investments”** means any investment referred to in Schedule 1.1(xxx).
- (yyy) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Authority, First Nation in Ontario or other entity, however designated or constituted.
- (zzz) **“Preceding Fiscal Year”** means, in respect of any Fiscal Year, the Fiscal Year immediately preceding that Fiscal Year.
- (aaaa) **“Protected Parties”** has the meaning attributed to that term in section 3.1(c).
- (bbbb) **“Province”** means Her Majesty the Queen in right of Ontario.
- (cccc) **“Province Event of Default”** has the meaning attributed to that term in section 8.7.
- (dddd) **“Renewal Term”** means the five year period commencing on the next date after the date of expiration of the Initial Term and ending on the date that is the 5th anniversary of the date of expiration of the Initial Term.
- (eeee) **“Reserve Accounts”** means, collectively, the Capital Renewals Reserve Account and the Operating Reserve Account.
- (ffff) **“Status Band”** means an Ontario First Nation that is recognized as a band under the Indian Act (Canada).

- (gggg) **“Unaudited Gross Revenues Statement”** has the meaning attributed to that term in section 2.2(c)(i).
- (hhhh) **“Unsigned First Nations”** means those First Nations in Ontario that are OFNLP Limited Partners at the Effective Date but that are not OFNLP 2008 Limited Partners at the Effective Date.
- (iiii) **“Unsigned First Nation Claim”** has the meaning attributed to that term in section 3.1(c).
- (jjjj) **“WIN Contribution”** means payments made to the Consolidated Revenue Fund of the Province of Ontario under Subsection 14(4)2 of the *OLGC Act* (and the regulations thereunder) or other similar payments.

1.2 First Nations in Ontario under Agreement

- (a) For the purposes of this Agreement, First Nations in Ontario means those Status Bands and Near Bands which are listed in Schedule 1.2, as the same may be added to after Closing and subject to section 1.2(c), in order to reflect the addition of First Nations located in Ontario that become Status Bands or Near Bands.
- (b) OFNLP 2008 shall provide timely notice to the Province in the event that (i) any Status Band or Near Band becomes an OFNLP 2008 Limited Partner; or (ii) any OFNLP 2008 Limited Partner withdraws or is terminated from OFNLP 2008.
- (c) Without the written consent of the Province, OFNLP 2008 shall not allow Mnjikaning First Nation to (i) become, directly, indirectly or by addition, an OFNLP 2008 Limited Partner; (ii) be added to the list in Schedule 1.2; or (iii) withdraw or be terminated as an OFNLP 2008 Limited Partner after becoming an OFNLP 2008 Limited Partner.

1.3 Schedules

The following are the Schedules attached to this Agreement:

Schedule 1.1(nn)	–	Gross Revenues
Schedule 1.1(ppp)	–	OFNLP 2008 Partnership Agreement
Schedule 1.1(xxx)	–	Permitted Interim Investments
Schedule 1.2	–	First Nations in Ontario
Schedule 5.1	–	Form of Partner Report on Receipts and Disbursements
Schedule 5.2	–	OFNLP 2008 Report to Province
Schedule 9.2	–	Dispute Resolution
Schedule 10.13	–	OFNLP 2008 Limited Partners' Acknowledgement and Consent

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Statutes and Regulations

Any reference in this Agreement to a statute or to a regulation or rule promulgated under a statute or to any provision of a statute, regulation or rule shall be a reference to that statute, regulation, rule or provision as amended, re-enacted or replaced from time to time.

1.6 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

1.7 Currency

All amounts in this Agreement are stated and shall be paid in Canadian currency.

1.8 Generally Accepted Accounting Principles

In this Agreement, except to the extent otherwise expressly provided, references to “generally accepted accounting principles” mean, for all principles stated in the Handbook of the Canadian Institute of Chartered Accountants, such principles so stated. Accounting terms used herein, unless otherwise defined, shall have the meaning accorded thereto by generally accepted accounting principles in Canada and, except to the extent otherwise expressly provided, any references to financial statements herein, whether audited or unaudited, shall be to financial statements prepared in accordance with generally accepted accounting principles in Canada.

1.9 Invalidity of Provisions

In the event that any of the provisions, or any part thereof, contained in this Agreement is declared of invalid or unenforceable by a court of competent jurisdiction, the parties shall engage in good faith negotiations to replace such provision, or part thereof, which is declared invalid or unenforceable with a valid and enforceable provision, the economic and substantive effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces. Failing success in such negotiations, the parties shall seek a declaration of such court of competent jurisdiction as to whether the remainder of the terms of this Agreement shall continue as valid and enforceable notwithstanding the invalidity and unenforceability of the provisions so declared by the court of competent jurisdiction.

1.10 Entire Agreement

This Agreement and the Closing Agreement constitute the entire agreement between the parties pertaining to the subject matters herein. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matters except as specifically set forth or referred to in this Agreement and the Closing Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement, or any amendment or supplement thereto, by any party to this Agreement or its partners, directors, officers, employees or agents, to any other party to this Agreement or its partners, directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the parties to this Agreement has been induced to enter into this Agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above.

1.11 Amendment

Subject as may otherwise be specifically provided in this Agreement, this Agreement may not be amended, modified or supplemented except by a written agreement of the same formality of this Agreement signed by the parties to this Agreement to be bound thereby.

1.12 Waiver

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right, except as shall be specified herein. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.13 Governing Law

This Agreement shall be governed by and construed in accordance with Applicable Laws.

1.14 Business Days

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

ARTICLE 2**PAYMENT OF FUNDS****2.1 \$201 Million Payment**

- (a) The Province shall pay to OFNLP 2008 at Closing the \$201 Million Payment.
- (b) The \$201 Million Payment shall be paid by wire transfer of immediately available funds to such account of OFNLP 2008 at such major chartered bank in Canada as OFNLP 2008 shall have advised the Province in writing by no later than the third Business Day preceding the due date for payment, or by such other method or to such other account as OFNLP 2008 and the Province may agree in writing from time to time.

2.2 Monthly Gaming Revenue Share Payments

- (a) Commencing with Fiscal Year 2012, and in each Fiscal Year thereafter during the Initial Term and the Renewal Term, the Province shall pay, or cause an Agent of the Province to pay, to OFNLP 2008, 12 monthly payments (the monthly payments payable each month by the Province, or any Agent of the Province, being hereinafter collectively referred to as a “**Monthly Revenue Share Payment**” or “**MRSP**”), each MRSP being in the aggregate equal to one-twelfth of 1.7% of the aggregate Gross Revenues for all Agents of the Province in the applicable Preceding Fiscal Year.
- (b) Subject to section 2.2(c), each MRSP shall be paid by the Province, or by an Agent of the Province at the direction of the Province, to OFNLP 2008 on or before the 15th of April in respect of the MRSP for the month of April in any Fiscal Year and on or before the 1st of the month for the other eleven months of such Fiscal Year.
- (c) The parties acknowledge that Agents of the Province will not have received their respective Consolidated Financial Statements for the Preceding Fiscal Year on or before the date that certain of the Monthly Revenue Share Payments for a Fiscal Year become due and payable. In order to address this issue, the parties agree as follows:
 - (i) Commencing with Fiscal Year 2012, OLG shall, and the Province shall cause each other Agent of the Province to, prepare and deliver to OFNLP 2008 within 10 days of the end of each Preceding Fiscal Year during the Initial Term and the Renewal Term, an unaudited statement of Gross Revenues (an “**Unaudited Gross Revenues Statement**”) signed by the chief financial officer of OLG or the relevant Agent of the Province, as the case may be, setting out an estimate of the amount of Gross Revenues for OLG or that Agent of the Province, as applicable, for the Preceding Fiscal Year and a calculation of the Monthly Revenue Share Payments for the then current Fiscal Year based upon the Gross Revenues estimate in the Unaudited Gross Revenues Statements of OLG and other Agents of the Province, as applicable, (each such MRSP based upon the Unaudited Gross Revenues Statements, being hereinafter referred to as an “**Interim MRSP**”).

- (ii) Commencing with Fiscal Year 2012, OLG shall, and the Province shall cause each other Agent of the Province to, prepare and deliver to OFNLP 2008 on or before June 30th of the Fiscal Year that is the subject of the calculation of the Interim MRSP, a statement of Gross Revenues audited by the independent auditor of OLG and other Agents of the Province as applicable (an **“Audited Gross Revenues Statement”**) signed by the chief financial officer of OLG or the relevant Agent of the Province, as the case may be, setting out the final determined amount of Gross Revenues for the Preceding Fiscal Year for OLG or that other Agent of the Province, as applicable, and a calculation of the actual MRSP payable for the then current Fiscal Year based upon the Gross Revenues set out in the Audited Gross Revenues Statements of OLG and other Agents of the Province.
- (iii) Once the final Gross Revenues for the Preceding Fiscal Year for OLG or another Agent of the Province have been determined and the actual amount of each MRSP for the then current Fiscal Year has been calculated as set out in the Audited Gross Revenues Statements delivered to OFNLP 2008:
 - (A) the Province shall pay, or cause OLG or each other Agent of the Province, as applicable, to pay to OFNLP 2008, without interest, at the time the next Monthly Revenue Share Payment is due and payable, the amount (the **“Deficiency”**), if any, by which the MRSP that should have been paid to OFNLP 2008 exceeds the Interim MRSP, for each month in the Fiscal Year for which an Interim MRSP had already been paid; or
 - (B) the Province shall deduct, or cause OLG or each other Agent of the Province, as applicable, to deduct, without interest, from the next Monthly Revenue Share Payment(s) due to OFNLP 2008, the amount, if any, by which the MRSP that should have been paid to OFNLP 2008 is less than the Interim MRSP, for each month in the Fiscal Year for which an Interim MRSP had already been paid.
- (d) Upon delivery of the Unaudited Gross Revenues Statement in accordance with section 2.2(c)(i) and the Audited Gross Revenues Statement pursuant to section 2.2(c)(ii), OLG shall, and the Province shall cause each other Agent of the Province, to make, at the request of OFNLP 2008, the respective finance personnel of OLG or that Agent of the Province, including, in the case of the Audited Gross Revenues Statement, their respective independent auditors, as applicable, available to OFNLP 2008 and OFNLP 2008's accounting advisors, within the 20 day period referred to in section 2.2(f), to discuss in good faith such statements of OLG or of that Agent of the Province, as the case may be.
- (e) If an Interim MRSP, an MRSP, any Deficiency or any adjusting payment pursuant to section 2.3(c) once determined to be due and payable, is not paid by the Province, or by any Agent of the Province at the direction of the Province, on or before the dates set out in section 2.2(b), 2.2(c)(iii) or 2.3(c), as the case may be, the Province shall indemnify OFNLP 2008 for all damages suffered by OFNLP 2008 as a result of such failure to pay on or before such date, and the parties hereby agree that a reasonable pre-estimate of such damages will be, and the Province shall pay or cause an Agent of the Province to pay to OFNLP 2008, in addition to the Interim MRSP, the MRSP, the Deficiency or any adjusting payment pursuant to section 2.3(c), as the case may be, the amount of interest that would have accrued on such payment from the day it became due until, but excluding, the date of actual payment, at a rate equal to the Determined Rate.
- (f) OFNLP 2008 shall be entitled to object to the calculation of the Monthly Revenue Share Payments that are based upon an Audited Gross Revenues Statement by delivering a written notice of objection to OLG, or the other Agent of the Province, as applicable, within 20 days of receipt by OFNLP 2008 of the Audited Gross Revenues Statement. Such right of objection shall be limited to (i) any recalculation of Gross Revenues by OLG or another Agent of the Province in the circumstances of a change in any applicable accounting practice or principle, pursuant to section 2.4, (ii) or an alleged manifest error in the calculation of Gross Revenues or of the MRSP set out in the Audited Gross Revenues Statement and, for greater certainty, shall not include the right of OFNLP 2008 or any OFNLP 2008 Limited Partner to audit the audited Gross Revenues determination of OLG or any Agent of the Province for any Fiscal Year, including the Preceding Fiscal Year. If OFNLP 2008 does not so object within such 20 day period, OFNLP 2008 shall be deemed to have agreed to the calculations and amounts set out in the applicable Audited Gross Revenues Statement. If OFNLP 2008 does so object, OFNLP 2008 and OLG or that other Agent of the Province shall each, within five days of the date OLG or that other Agent of the Province received the notice of objection from OFNLP 2008, appoint a representative, which representatives, together with any required third party advisors, including third party advisors of OLG or that other Agent of the Province, as applicable, shall co-operate in good faith in order to try to resolve the Dispute. If the Dispute has not been resolved within 30 days after the date OLG, or the other Agent of the Province, as applicable, received the notice of objection from OFNLP 2008, the Dispute shall be resolved in accordance with Article 9. Once any objection by OFNLP 2008 has been resolved, the resolution will be reflected in future Monthly Revenue Share Payments with any adjustments to previously paid or future Monthly Revenue Share Payments being addressed in the same manner as adjustments under sections 2.2(c)(iii)(A) and 2.2(c)(iii)(B).
- (g) All payments required to be made to OFNLP 2008 pursuant to sections 2.2 or 2.3 shall be paid to or to the order of OFNLP 2008 by wire transfer of immediately available funds to such account of OFNLP 2008 at such major chartered bank in Canada as OFNLP 2008 shall have notified the Province and OLG in the Closing Agreement, or by such other method or to such other accounts as OFNLP 2008, the Province and OLG may agree in writing from time to time.

2.3 Financial Statements

- (a) Commencing with Fiscal Year 2012, OLG shall, and the Province shall cause each other Agent of the Province to, prepare and deliver to OFNLP 2008 a copy of the Consolidated Financial Statements of OLG or that Agent of the Province, as applicable, for the Preceding Fiscal Year, including the signed auditors report therein, no later than ten (10) Business Days after the date that the Consolidated Financial Statements are laid before the Legislative Assembly of Ontario or are otherwise made public in accordance with Applicable Laws.
- (b) Upon delivery of the Consolidated Financial Statements in accordance with section 2.3(a), OLG shall, and the Province shall cause each other Agent of the Province to, make, at the request of OFNLP 2008, the respective finance personnel of OLG or that Agent of the Province, including their respective independent auditors, as applicable, available to OFNLP 2008 and OFNLP 2008's accounting advisors to discuss in good faith the Consolidated Financial Statements of OLG or of that Agent of the Province.

- (c) If for any reason the Consolidated Financial Statements for the Preceding Fiscal Year of OLG or any other Agent of the Province contain a final Gross Revenues figure for the Preceding Fiscal Year that is different than the Gross Revenues figure contained in the Audited Gross Revenues Statement of OLG or such other Agent of the Province for the Preceding Fiscal Year (other than a difference as a result of a change in an accounting practice or principle of the Province, OLG or any other Agent of the Province as described in section 2.4), then:
- (i) the Province shall pay, or shall cause an Agent of the Province to pay, as applicable, to OFNLP 2008, without interest, at the time the next Monthly Revenue Share Payment is due and payable, the amount, if any, by which the MRSP that should have been paid to OFNLP 2008 based on the final Gross Revenues figure in the Consolidated Financial Statements exceeds the MRSP that was actually paid to OFNLP 2008 pursuant to section 2.2(c), for each month in the Fiscal Year for which an MRSP had already been paid based on the Audited Gross Revenues Statement; or
 - (ii) the Province shall deduct, or cause an Agent of the Province, as applicable, to deduct, without interest, from the next Monthly Revenue Share Payment(s) due to OFNLP 2008, the amount, if any, by which the MRSP that should have been paid to OFNLP 2008 based on the final Gross Revenues figure in the Consolidated Financial Statements is less than the MRSP that was actually paid to OFNLP 2008 pursuant to section 2.2(c), for each month in the Fiscal Year for which an MRSP had already been paid based on the Audited Gross Revenues Statement.
- (d) OFNLP 2008 shall be entitled to object to any difference between (i) the Gross Revenues figure contained in the Consolidated Financial Statements for the Preceding Fiscal Year of OLG or any other Agent of the Province and (ii) the Gross Revenues figure contained in the Audited Gross Revenues Statement of OLG or any other Agent of the Province, as the case may be, by delivering a written notice of objection to OLG, or the other Agent of the Province, as applicable, within 20 days of receipt by OFNLP 2008 of such Consolidated Financial Statements. For greater certainty such right of objection shall be limited to any such difference between such Gross Revenue figures and shall not include the right of OFNLP 2008 or any OFNLP 2008 Limited Partner to audit the audited Gross Revenues determination of OLG or any Agent of the Province for any Fiscal Year, including the Preceding Fiscal Year. If OFNLP 2008 does not so object within such 20 day period, OFNLP 2008 shall be deemed to have agreed to the Gross Revenue figures set out in such Consolidated Financial Statements. If OFNLP 2008 does so object, OFNLP 2008 and OLG or that other Agent of the Province shall each, within five days of the date OLG or that other Agent of the Province received the notice of objection from OFNLP 2008, appoint a representative, which representatives, together with any required third party advisors, including third party advisors of OLG or that other Agent of the Province, as applicable, shall co-operate in good faith in order to try to resolve the Dispute. If the Dispute has not been resolved within 30 days after the date OLG or that other Agent of the Province received the notice of objection from OFNLP 2008, the Dispute shall be resolved in accordance with Article 9. Once any objection by OFNLP 2008 has been resolved, the resolution will be reflected in future Monthly Revenue Share Payments with any adjustments to previously paid or future Monthly Revenue Share Payments being addressed in the same manner as adjustments under sections 2.3(c)(i) and 2.3(c)(ii).

2.4 Changes in Accounting Procedures

- (a) In the event that during the course of any Fiscal Year there has been a change in any applicable accounting practice or principle of the Province, OLG or any other Agent of the Province, which change affects the determination of Gross Revenues, the Province, OLG or such other Agent of the Province shall deliver a written notice of such change to OFNLP 2008 in sufficient detail in order for OFNLP 2008 to understand such change. For the purposes of this section 2.4, a **“change in any applicable accounting practice or principle”** shall mean any change in any accounting practice or principle related to the recognition of Gross Revenues by the Province or OLG from those accounting practices or principles applied by the Province or OLG in respect of the recognition of Gross Revenues from the Lottery Schemes conducted and managed by OLG at the Effective Date, as reported in the Consolidated Financial Statements of OLG. For greater certainty, a change in any applicable accounting practice or principle does not include the determination of any accounting practice or principle that may be applied by the Province, OLG or any other Agent of the Province to any new Lottery Schemes that the Province, OLG or any other Agent of the Province may commence to conduct and manage from and after the Effective Date, which determination of accounting practices and principles applicable to such new Lottery Schemes commenced after the Effective Date shall be at the sole discretion of the Province, OLG or such other Agent of the Province, as the case may be.
- (b) The Province shall cause each Agent of the Province to make its chief financial officer or other senior financial officer having knowledge of any change in accounting practice or principle available to representatives of OFNLP 2008 in order to explain such change.
- (c) In the event of any change after the Effective Date in any accounting practice or principle applied to the calculation of Gross Revenues of OLG derived from the Lottery Schemes conducted and managed by OLG as at the Effective Date, OLG and any other Agent of the Province, as applicable, shall, for the purposes of this Agreement, from and after the date of such change, recalculate Gross Revenues in accordance with the accounting practices and principles applied by OLG at the Effective Date.
- (d) If it is necessary to recalculate Gross Revenues pursuant to section 2.4(c) for the purposes of calculating the Monthly Revenue Share Payments, the Province shall cause each Agent of the Province subject to such recalculation to deliver to OFNLP 2008 the Unaudited Gross Revenues Statement, the Audited Gross Revenues Statement, the Consolidated Financial Statements of that Agent of the Province and the recalculation of Gross Revenues required pursuant to section 2.4(c), together with a report from the auditor of such Agent of the Province on such recalculation.

2.5 Provincial Levies, including Taxes and WIN Contributions

- (a) Subject to sections 2.5(b) and 2.5(c), the Province affirms and agrees that the receipt by OFNLP 2008 or the OFNLP 2008 Limited Partners of all or any portion of the \$201 Million Payment or any Monthly Revenue Share Payments shall not be reduced by any Levy of the Province or any agency of the Province with the jurisdiction and power to impose such a charge acting under the authority of the Province, including the WIN Contribution. If it is determined that any Levy of the Province becomes payable by OFNLP 2008 or any OFNLP 2008 Limited Partner on the receipt by OFNLP 2008 or such OFNLP 2008 Limited Partner of all or any portion of the \$201 Million Payment or any Monthly Revenue Share Payments, and OFNLP 2008 and/or such OFNLP 2008 Limited Partners have complied with their obligation to pay such Levy and no remission is available to them, then the Province shall pay to OFNLP 2008 or such OFNLP 2008 Limited Partners an amount equivalent to the Levy of the Province so paid by each of OFNLP 2008 or such OFNLP 2008 Limited Partners respectively.

- (b) The Province and OFNLP 2008 acknowledge and agree that the affirmation and agreement of the Province set out in section 2.5(a) does not apply to any Levy of an Authority related directly or indirectly to any right, title or interest in and to, or any use, expenditure, investment or application of, the \$201 Million Payment or the Monthly Revenue Share Payments after receipt thereof by OFNLP 2008 or the OFNLP 2008 Limited Partners or to any income, revenue or appreciation of value received or realized by OFNLP 2008 and/or an OFNLP 2008 Limited Partner directly or indirectly related to or derived from the use, expenditure, investment or application of the \$201 Million Payment or the Monthly Revenue Share Payments after the receipt thereof by OFNLP 2008 or an OFNLP 2008 Limited Partner, including such Levies of any Authority imposed on, measured by or referred to as, income, land transfer, sales, goods and services, use, consumption, capital, value added, excise, stamp, withholding, business, wealth, estate, franchising, property, development, occupancy, employer benefit, payroll, workers compensation, health, social services, education or social securities taxes.
- (c) OFNLP 2008 acknowledges that the Federal Government of Canada, or any agent or Authority of the Federal Government of Canada, may be obliged to apply a Levy of the Province or any Levy created by an agency of the Province with the jurisdiction and power to impose such a charge acting under the authority of the Province to the receipt by OFNLP 2008 or the OFNLP 2008 Limited Partners of all or any portion of the \$201 Million Payment or any Monthly Revenue Share Payments. In such event, and provided that OFNLP 2008 or the OFNLP 2008 Limited Partners have complied with their obligation to pay such Levy and no remission is available to them, then the Province shall pay to OFNLP 2008 or such OFNLP 2008 Limited Partners an amount equivalent to such Levy of the Province paid by each of OFNLP 2008 or such OFNLP 2008 Limited Partners respectively.

2.6 OLG Board Membership

OFNLP 2008 shall have the right to have a representative of OFNLP 2008 appointed by the Province as a member of the board of directors of OLG in accordance with and pursuant to the procedures of the Province for making such appointments. Any nominee of OFNLP 2008 must comply with the criteria established for service as a member of the board of directors of OLG. OFNLP 2008 shall require any appointee that subsequently ceases to comply with such approved criteria to resign immediately, failing which the Province shall be entitled to terminate such appointee as a member of the board of directors of OLG.

ARTICLE 3

UNSIGNED FIRST NATIONS

3.1 Unsigned First Nations

- (a) Each of OFNLP and OFNLP 2008 covenants and agrees that it shall use its good faith reasonable efforts to explain to any Unsigned First Nation the benefits of this Agreement to such Unsigned First Nation in order that such Unsigned First Nation can determine whether it will become an OFNLP 2008 Limited Partner.
- (b) OFNLP 2008 covenants and agrees that the OFNLP 2008 Partnership Agreement provides and will continue to provide during the Initial Term and the Renewal Term that OFN 2008 General Partner will hold in a segregated account for each Unsigned First Nation all monies to which such Unsigned First Nation would be entitled to have distributed to it under this Agreement and the OFNLP 2008 Partnership Agreement if such Unsigned First Nation had been an OFNLP 2008 Limited Partner at the Effective Date (all such monies the “**Held Amounts**” and individually, a “**Held Amount**”) and that each such Held Amount will not be distributed to any Person except as provided in this Agreement and in section 5.2 of the OFNLP 2008 Partnership Agreement. OFNLP 2008 and the Province shall review this section 3.1 at the end of each fiscal year of OFNLP 2008 and determine whether the Held Amounts should continue to be held by OFN 2008 General Partner or otherwise used as provided in section 5.2 of the OFNLP 2008 Partnership Agreement.
- (c) OFN 2008 General Partner shall pay out of the Held Amount attributable to an Unsigned First Nation (but not otherwise), such amounts as are necessary in order to satisfy all Losses which are suffered by the Province, OLG or by any other Agent of the Province or any of their respective directors, officers, employees, servants or agents (each of the foregoing a “**Protected Party**” and all of the foregoing collectively, the “**Protected Parties**”) and which are attributable to or arise out of or in connection with any claim (such claims an “**Unsigned First Nation Claim**”) by any Unsigned First Nation:
 - (i) related to the execution and delivery of this Agreement and the Closing Agreement by OFNLP 2008 or the completion of the Closing including, without limitation, the discontinuance of the 20% Litigation;
 - (ii) that it has an interest in the subject matter of this Agreement or the OFNLP 2008 Partnership Agreement, that is not subject to or adequately provided for or is inappropriately provided for in the terms of this Agreement, the Closing Agreement or the OFNLP 2008 Limited Partnership Agreement;
 - (iii) that it has an interest in the CRRA or the OFNLP Partnership Agreement that is not subject to or adequately provided for or is inappropriately provided for in the terms of this Agreement, the Closing Agreement or the OFNLP 2008 Partnership Agreement; or
 - (iv) that it is entitled to any amount or rights in addition to, greater than or alternative to those provided for under this Agreement, the Closing Agreement or the OFNLP 2008 Partnership Agreement;

(all such Losses being the “**Liabilities**”); provided that, if such Unsigned First Nation’s Held Amount is not sufficient to satisfy all of that Unsigned First Nation’s Liabilities in full, OFN 2008 General Partner shall divide and distribute such Held Amount among the relevant Protected Parties in such shares as their respective entitlements to compensation bear to the total entitlements to compensation of all such Protected Parties.

- (d) In the event that the Held Amount attributable to an Unsigned First Nation is not sufficient to satisfy all of its Liabilities, OFN 2008 General Partner shall divide and distribute all future payments (the “**Future Payments**”) to which such Unsigned First Nation (whether such Unsigned First Nation becomes an OFNLP 2008 Limited Partner or not) would otherwise become entitled under this Agreement or the OFNLP 2008 Partnership Agreement, among the relevant Protected Parties on the same basis as set out in section 3.1(c) until the Unsigned First Nation’s Liabilities are satisfied in full.
- (e) If one or more Unsigned First Nations obtains a judgment of a court of final jurisdiction with no further right of appeal (the “**Claimants**”), which establishes or declares any right or entitlement claimed by an Unsigned First Nation as contemplated in section 3.1(c) (the “**Judgment**”) the parties agree, subject to the terms of the Judgment, to enter into good faith negotiations with each other and the Claimants in accordance with the Judgment, for the distribution of the \$201 Million Payment and the Monthly Revenue Share Payments through such amendments to this Agreement as are necessary to address the terms of the Judgment. In the event that the parties to this Agreement and the Claimants are unable to negotiate any such mutually acceptable agreement within 180 days of the Judgment, the Province may unilaterally amend this Agreement to address the terms of the Judgment by providing written notice to the other parties hereto of the Province’s election to unilaterally amend this Agreement pursuant to this section 3.1(e) together with the terms of such unilateral amendment. Upon such unilateral amendment, the Province will be entitled to distribute the \$201 Million Payment and the Monthly Revenue Share Payments to First Nations in Ontario on a fair and reasonable basis and, to the extent possible, on terms consistent with the terms of this Agreement prior to its amendment. The parties acknowledge that an objective of any amendment negotiated or unilaterally imposed shall be to minimize the changes to the existing terms of this Agreement.
- (f) Any Held Amounts and Future Payments attributable to an Unsigned First Nation(s) shall first be used to satisfy all Liabilities related to an Unsigned First Nation Claim of that Unsigned First Nation other than those in satisfaction of a Judgment and, upon such satisfaction of such Liabilities other than those in satisfaction of a Judgment, any balance of such Held Amount and Future Payments shall be used to satisfy the Liabilities related to an Unsigned First Nation Claim of that Unsigned First Nation related to or arising out of a Judgment. In the event that any Held Amounts and Future Payments attributable to an Unsigned First Nation(s) are used to satisfy any Losses, Liabilities, or Judgment suffered or incurred by the Protected Parties and related to an Unsigned First Nation Claim of that Unsigned First Nation and, after all such Losses, Liabilities and Judgments have been satisfied in full from such Held Amounts and Future Payments, any positive balance remaining in such Held Amounts and all subsequent Future Payments attributable to such Unsigned First Nation(s) may, in full subordination in priority to the complete satisfaction of all Losses, Liabilities and Judgments suffered or incurred by the Protected Parties, be applied to satisfy any Losses or Liabilities suffered or incurred or any Judgments against OFNLP, OFNLP 2008, OFN General Partner, OFN 2008 General Partner or their respective directors, officers, employees, servants or agents (all of the foregoing collectively, the “**OFN Protected Parties**”) related to an Unsigned First Nation Claim of that Unsigned First Nation.
- (g) Notwithstanding any other provisions of this Agreement, including the other provisions of this Article 3, OFNLP and OFNLP 2008 shall and hereby agree to indemnify and hold harmless the Protected Parties against and from any and all Losses or Liabilities of whatsoever kind, including amounts paid to settle an action (provided such settlement has been consented to by OFNLP 2008, such consent not to be unreasonably withheld) or to satisfy a judgment and including all legal fees and other expenses, which any Protected Party may sustain or incur or become subject to, arising out of or relating directly or indirectly to an Unsigned First Nation Claim made by any one or more Unsigned First Nations. A Protected Party shall provide prompt written notice to OFNLP and OFNLP 2008 of any notice it receives of assertion of a claim for which the Protected Party is entitled to indemnification under this section 3.1(g).
- (h) OFNLP and OFNLP 2008 agree that, notwithstanding any other provision in this Agreement, including the other provisions of this Article 3, the full amount of any Losses or Liabilities of the Protected Parties may be payable by the Province and may be deducted and set off from and against any payments payable to OFNLP pursuant to the terms of the CRRRA and the \$201 Million Payment and the Monthly Revenue Share Payments, including the Collective Use Monies, payable by the Province to OFNLP 2008 pursuant to the terms of this Agreement, until all such amounts have been paid in full. The Province agrees that it will not deduct and set off from and against any such payments any amount of any Losses or Liabilities of the Protected Parties in accordance with this section 3.1(h) until at least three months from the day that a Protected Party provides notice to OFNLP, OFNLP 2008 or both of them, that the Protected Party claims indemnification from OFNLP, OFNLP 2008 or both of them pursuant to section 3.1(g).
- (i) OFNLP and OFNLP 2008 further agree that the amount of any Judgment, including without duplication, any award of costs and prejudgment and post judgment interest, in favour of one or more Claimants, may be payable by the Province and may be deducted and set off by the Province from and against any payments payable to OFNLP pursuant to the terms of the CRRRA and the \$201 Million Payment and the Monthly Revenue Share Payments payable by the Province to OFNLP 2008 pursuant to the terms of this Agreement, until all such amounts have been paid in full.
- (j) In the event that an Unsigned First Nation becomes an OFNLP 2008 Limited Partner and no longer is an Unsigned First Nation, and provided there are no outstanding Losses, Liabilities or Judgments arising from any Unsigned First Nation Claim by such First Nation against the Protected Parties or the OFN Protected Parties and provided there are no outstanding Unsigned First Nation Claims initiated by such First Nation against any of the Protected Parties or the OFN Protected Parties, then such Unsigned First Nation shall be entitled to receive the Held Amounts and all Future Payments from and after the date that such Unsigned First Nation becomes an OFNLP 2008 Limited Partner. If an Unsigned First Nation does not become an OFNLP 2008 Limited Partner during the Initial Term or Renewal Term of this Agreement, and provided there are no outstanding Losses, Liabilities or Judgments arising from any Unsigned First Nation Claim by such Unsigned First Nation against the Protected Parties or the OFN Protected Parties, and provided there are no outstanding Unsigned First Nation Claims initiated by such Unsigned First Nation against any of the Protected Parties or the OFN Protected Parties, then OFNLP 2008 shall be entitled at the expiry of the Renewal Term to receive and distribute pursuant to and in accordance with the terms of the OFNLP 2008 Partnership Agreement, the Held Amounts attributable to such Unsigned First Nation.

ARTICLE 4**USE OF FUNDS****4.1 Use of Funds by OFNLP 2008**

Subject to Accruals, Permitted Interim Investments, Partnership Expenses and any Collective Use Monies, all funds received by OFNLP 2008 under Article 2 shall be distributed among the OFNLP 2008 Limited Partners in accordance with the provisions contained in Articles 6 and 7 of the OFNLP 2008 Partnership Agreement.

4.2 Purposes of Funds

- (a) OFNLP 2008 covenants and agrees that the OFNLP 2008 Partnership Agreement does, and during the Term and Renewal Term shall continue to, provide that the Limited Partner Distributions received by an OFNLP 2008 Limited Partner shall, subject to Limited Partner Expenses, Accruals and Permitted Interim Investments pending expenditures made in accordance with this section 4.2, only be used or expended by such OFNLP 2008 Limited Partner for capital and operating expenditures in respect of or in furtherance of the Approved Purposes for the benefit of such OFNLP 2008 Limited Partner and its members. For greater certainty, the Approved Purposes do not include per capita distributions or other forms of direct per capita distributions of any portion of the Limited Partner Distributions to members of such OFNLP 2008 Limited Partner or a member of any other OFNLP 2008 Limited Partner or any other Person but may include (i) the service or repayment of any Indebtedness by an OFNLP 2008 Limited Partner existing at the Effective Date in respect of any of the Approved Purposes; (ii) the service or repayment of any Indebtedness by an OFNLP 2008 Limited Partner incurred by an OFNLP 2008 Limited Partner subsequent to the Effective Date in respect of any capital or operating expenditures of such OFNLP 2008 Limited Partner related to or in furtherance of the Approved Purposes of that OFNLP 2008 Limited Partner; and (iii) consultations, negotiations and dispute resolution processes related to the defence and enforcement of any rights or claims by an OFNLP 2008 Limited Partner in respect of any of the Approved Purposes.
- (b) Where, in respect of Indebtedness incurred prior to the Effective Date:
- (i) there is reasonable evidence that the Indebtedness was incurred for one or more of the Approved Purposes referred to in this section 4.2; and
- (ii) the lack of more complete evidence is reasonably attributable to one or more of the period of time that has passed since the incurrance of such Indebtedness, any loss of records due to fire, flood or other reasons beyond an OFNLP 2008 Limited Partner's control or limitations of record-keeping of an OFNLP 2008 Limited Partner due to its limited size, remoteness or lack of financial resources;

then OFNLP 2008 and the Province agree that the Joint Appointee shall resolve any reasonable doubt as to whether or not the Indebtedness was incurred for one or more of the Approved Purposes referred to in this section 4.2.

4.3 First Nations Traditions

The parties acknowledge and agree that in respect of the Limited Partner Distributions, the Approved Purposes are to be interpreted to include within their meaning and scope the cultures, traditions, values, beliefs, methods and practices of First Nations in Ontario, provided that in no event shall any such tradition, value, belief, method or practice override any specific use of funds provisions, or any reporting or accountability provisions, set out in this Agreement.

4.4 Collective Use Monies

Subject to the terms of this Agreement, the OFNLP 2008 Partnership Agreement and any Applicable Laws, the Province and OFNLP 2008 agree that OFNLP 2008 may use, expend or invest the Collective Use Monies for collective investment purposes and initiatives, in the manner and for the purposes approved by the OFNLP 2008 Limited Partners pursuant to the OFNLP 2008 Partnership Agreement. For greater certainty, however, the provisions of sections 4.1 and 4.2 do not apply to the use, expenditure, investment or distribution of income or capital gains from businesses, investment, interest, initiatives or facilities established, acquired, developed or enhanced through the use, expenditure or investment of the Collective Use Monies by OFNLP 2008, provided that the provisions of section 4.2 shall apply to the distributions to the OFNLP 2008 Limited Partners of any flow through or return of Collective Use Monies to an OFNLP 2008 Limited Partner.

4.5 Certain Provisions in Respect of Collective Use Monies

OFNLP and OFNLP 2008 acknowledge and agree that:

- (i) the right of OFNLP 2008 to make a determination to use, expend or invest the Collective Use Monies in accordance with this Article 4 has been included in this Agreement at the specific request of OFNLP and OFNLP 2008;
- (ii) the terms and conditions relating to the administration of the Collective Use Monies will be determined by OFNLP 2008 at a date subsequent to the Effective Date;
- (iii) there is broad diversity in the needs and priorities of the OFNLP Limited Partners and the OFNLP 2008 Limited Partners,

and each of OFNLP and OFNLP 2008 shall and hereby does agree to indemnify and hold harmless the Protected Parties against and from any and all Losses of whatsoever kind, including amounts paid to settle an action (provided such settlement has been consented to by OFNLP 2008, such consent not to be unreasonably withheld) or to satisfy a judgment and including all legal fees and other expenses, which the Protected Parties may sustain or incur or become subject to relating directly or indirectly to, or arising directly or indirectly out of, the use, expenditure, investment or distribution of the Collective Use Monies or any income, proceeds or other monies derived therefrom including, without limitation, any losses, costs, damages, expenses and liabilities arising out of any claim made by or on behalf of one or more OFNLP 2008 Limited Partners, Unsigned First Nations, or any Person that it has sustained a loss or otherwise

been prejudiced by the use, expenditure, investment or distribution of any Collective Use Monies or any income, proceeds or other monies derived therefrom. A Protected Party shall provide prompt written notice to OFNLP and OFNLP 2008 of any notice it receives of assertion of a claim for which the Protected Party is entitled to indemnification under this section 4.5.

4.6 **Set-Off by Province**

OFNLP and OFNLP 2008 each further agrees that, notwithstanding any other provision in this Agreement or any other remedy which the Province may have under this Agreement or pursuant to Applicable Laws, the full amount of any Losses or Liabilities whatsoever of the Protected Parties relating to or arising out of the use, expenditure, investment or distribution of the Collective Use Monies or any income, proceeds or other monies derived therefrom by OFNLP 2008, or any claim by any OFNLP Limited Partner or any OFNLP 2008 Limited Partner relating thereto or arising therefrom, may be payable by the Province and may be deducted and set off against any payments payable to OFNLP pursuant to the terms of the CRRRA and against the \$201 Million Payment and the Monthly Revenue Share Payments, including the Collective Use Monies, payable by the Province to OFNLP 2008 pursuant to the terms of this Agreement. The Province agrees that it will not deduct and set off from and against any such payments any amount of any Losses or Liabilities of the Protected Parties in accordance with this section 4.6 until at least three months from the day that a Protected Party provides notice to OFNLP, OFNLP 2008 or both of them, that the Protected Party claims indemnification from OFNLP, OFNLP 2008 or both of them pursuant to section 4.5.

ARTICLE 5

FIRST NATIONS REPORTING

5.1 **Report to OFNLP 2008 by Limited Partners**

OFNLP 2008 agrees that the OFNLP 2008 Partnership Agreement shall provide that each OFNLP 2008 Limited Partner which has received a Limited Partner Distribution for an OFNLP 2008 fiscal year shall provide to OFNLP 2008 audited financial statements for the distributions and expenses during such fiscal year within 120 days of the Fiscal Year end. OFNLP 2008 will use reasonable efforts to obtain from each OFNLP 2008 Limited Partner that has received a Limited Partner Distribution, the audited statements in accordance with the terms of the OFNLP 2008 Partnership Agreement. The financial statements shall show the expenses by category as set out in section 4.2(a) and shall be substantially in the form of Schedule 5.1. OFNLP 2008 shall provide a copy of such financial statements to the Joint Appointee within 10 days of receipt thereof.

5.2 **OFNLP 2008 Report to Province**

- (a) Based on a review of the reports that it has received pursuant to section 5.1 above, OFNLP 2008 shall provide annually within a reasonable time, but not later than 150 days after OFNLP 2008's fiscal year end, (i) to the Province and the Joint Appointee, a report in respect of such Fiscal Year substantially in the form of Schedule 5.2, and (ii) to the Province, a summary report of representative examples of projects, programs or other initiatives to which the OFNLP 2008 Limited Partners have applied the Limited Partner Distributions during such fiscal year.
- (b) If an OFNLP 2008 Limited Partner that has failed to provide the report contemplated in section 5.1 within the time period referred to therein, subsequently delivers the contemplated report to OFNLP 2008, then OFNLP 2008 shall deliver to the Province and the Joint Appointee a supplemental report in relation to that Limited Partner. The supplemental report shall be substantially in the form of Schedule 5.2 and shall be delivered within 30 days of OFNLP 2008 having received the late report from the Limited Partner. Sections 5.2, 5.4, 5.5, 5.6 and Article 9 of this Agreement shall apply to any such supplemental report.
- (c) OFNLP 2008 shall also deliver to the Province and the Joint Appointee within a reasonable time, but not later than 90 days after OFNLP 2008's fiscal year-end, audited financial statements of OFNLP 2008, including a schedule setting forth the specific amount of funds transferred to each OFNLP 2008 Limited Partner during such year and the dates of such distributions and also including a schedule setting forth: (i) the Held Amount attributable to each First Nation in Ontario that was an Unsigned First Nation at the end of such fiscal year; and (ii) the total of the Held Amounts at the end of such fiscal year.
- (d) OFNLP 2008 shall also deliver to the Province and the Joint Appointee within a reasonable time, but not later than 90 days after each fiscal year-end of OFNLP 2008, (i) an audited report for the Collective Use Monies for the fiscal year then ended confirming whether the Collective Use Monies, Investment Income and all other income, proceeds and other monies derived from the Collective Use Monies, were expended or invested in accordance with the terms of this Agreement and the OFNLP 2008 Partnership Agreement (including confirmation that no more than the permitted amount of payments to OFNLP 2008 hereunder were used as Collective Use Monies) and (ii) a summary report of representative examples of projects, programs, expenditures, investments or other initiatives to which OFNLP 2008 has applied such monies during such fiscal year.

5.3 **Joint Appointee**

- (a) The Province and OFNLP 2008 shall, on or before the Effective Date, and annually thereafter, mutually appoint a person, not in the employ of the Province, OLG or any other Agent of the Province, or of OFNLP, OFNLP 2008, any OFNLP Limited Partner or OFNLP 2008 Limited Partner or any of the First Nations in Ontario, who shall be a certified general or chartered accountant, unless otherwise mutually agreed, to act as the joint appointee of the parties for the purposes of this Agreement (the "**Joint Appointee**"). The appointment of the Joint Appointee shall be pursuant to and be upon the terms set out in a formal written retainer agreement agreed among the Province, OFNLP 2008 and such Joint Appointee and shall continue until a replacement is appointed by the Province and OFNLP 2008 and such replacement has accepted his or her appointment. If the Province and OFNLP 2008 cannot agree on the appointment of the Joint Appointee or a replacement appointee, then such appointment shall be referred to the Arbitrators pursuant to section 9.2 and such Arbitrators shall have the authority to appoint the Joint Appointee or the replacement appointee. The Joint Appointee will operate with the authority granted to it under and in accordance with the provisions of this Agreement and the formal written retainer agreement with the Joint Appointee shall provide that the Joint Appointee shall perform the duties and obligations of the Joint Appointee set out in this Agreement.

- (b) The reasonable costs and expenses of the Joint Appointee will be paid by the Province in accordance with the budget agreed to pursuant to section 5.3(c). The Joint Appointee will submit detailed invoices setting out his or her costs and expenses which will be reviewed by the Province and, subject to dispute of such costs and expenses by the Province, the Province shall pay such costs and expenses.
- (c) The Province and OFNLP 2008 shall agree on a budget providing for the costs and expenses of the Joint Appointee for each Fiscal Year prior to the end of the Preceding Fiscal Year.
- (d) Failure by the Province and OFNLP 2008 to agree on a Joint Appointee or a budget in respect thereof prior to the end of each Fiscal Year are matters which shall be referred directly to and determined by the Arbitrators under section 9.2.

5.4 Joint Appointee Investigation

- (a) OFNLP 2008 shall provide the Joint Appointee with copies of the reports referred to in section 5.1 (subject to prior receipt of same by OFNLP 2008), in accordance with the terms thereof.
- (b) The Joint Appointee shall be entitled to make reasonable inquiries of, and to request for inspection, any document which, in the opinion of the Joint Appointee is or may be relevant, from OFNLP 2008 or, subject to this section 5.4, an OFNLP 2008 Limited Partner that has received distributions from OFNLP 2008. Where the Joint Appointee wishes to obtain relevant information or documents from an OFNLP 2008 Limited Partner, the Joint Appointee shall first request OFNLP 2008 to obtain the information and documents. If the Joint Appointee makes such a request of OFNLP 2008, OFNLP 2008 shall make such request of the OFNLP 2008 Limited Partner. If the Joint Appointee, after the request or delivery, or both, of the requested information and documents from the OFNLP 2008 Limited Partner as provided through OFNLP 2008, determines that a direct approach to the Limited Partner is required to obtain further information or documents, the Joint Appointee may request such information and documents directly from the OFNLP 2008 Limited Partner.
- (c) Without prejudice to any other provision of this Agreement, refusal on the part of OFNLP 2008 or an OFNLP 2008 Limited Partner that has received distributions from OFNLP 2008 to provide the documents referred to in this section 5.4 or to respond to the reasonable inquiries made by the Joint Appointee in a timely manner will constitute a violation of this Agreement for which a remedy may be sought by the Province under Article 9. A failure by OFNLP 2008 to deliver information which it has not received shall not be a refusal by OFNLP 2008 for the purposes of this section 5.4.
- (d) All information, records or documents provided to the Joint Appointee will be treated by the Joint Appointee as confidential and not disclosed to any party to this Agreement or to any other Person except as specifically required by the terms of this Agreement or the terms of the formal written retainer agreement with the Joint Appointee or for the purposes of recommending (where appropriate) the identification of a Dispute under Article 9 or the determination of a dispute under Article 9.

5.5 Joint Appointee Report

- (a) The Joint Appointee shall deliver to OFNLP 2008 and the Province within 12 months of his or her appointment and at least annually thereafter within 150 days of such annual period, and more frequently as contemplated pursuant to section 5.5(b), a report setting out, based on the reports and inquiries set forth in section 5.4:
 - (i) whether each OFNLP 2008 Limited Partner has provided to OFNLP 2008 audited financial statements in accordance with section 5.1;
 - (ii) whether OFNLP 2008 has provided to the Province financial statements and the reports in accordance with section 5.2;
 - (iii) whether the review conducted by the Joint Appointee has resulted in the discovery of information that there has been non-compliance with Article 4 or Article 5 of this Agreement; and
 - (iv) such other information as the parties may agree.
- (b) The report contemplated in section 5.5(a) may be delivered more frequently if (i) the Joint Appointee, in his or her reasonable opinion, deems it necessary or appropriate; (ii) a party to the Agreement requests that the Joint Appointee make more frequent reports and the Joint Appointee acting reasonably agrees; or (iii) OFNLP 2008 and the Province agree to the delivery of the report on a more frequent basis.

5.6 Policies and Procedures for Reporting

OFNLP 2008 may develop policies and procedures relating to permitted expenditures and the characterization thereof for the purposes of sections 4.2 and 4.4, respectively, including greater specifications as to approved expenditures for the purposes set forth in those sections. If the Province has provided its written approval of such policies and procedures, the Joint Appointee shall, to the extent these policies and procedures are applicable, apply such policies and procedures in the Joint Appointee's review under section 5.4. The parties agree that such policies and procedures shall not amend the provisions relating to statements and reports in this Article 5.

5.7 Provincial Review of Reports

The Province shall be entitled to submit any concerns it may have with respect to the reports contemplated by sections 5.1, 5.2 and 5.5 within 60 days after its receipt of the Joint Appointee's report under section 5.5. If the Province does not submit any concerns in respect of such reports within such 60 day period, then the Province shall not be entitled to object to or take issue with any matter arising out of this Agreement in respect of the Fiscal Year and entities to which such reports relate.

5.8 Code of Reporting

Subject to Applicable Laws, the parties agree and acknowledge that the provisions of this Article 5 satisfy and are exhaustive of all requirements and rights of the Province in respect of the requirements for reporting and the provision of information regarding the investment, distribution and expenditure of monies received by OFNLP 2008 and the OFNLP 2008 Limited Partners pursuant to this Agreement.

5.9 Operations of OFN 2008 General Partner

OFNLP 2008 agrees with the Province that the OFN 2008 Shareholders' Agreement provides and shall continue to provide that the operations of OFN 2008 General Partner shall be conducted in accordance with the Business Corporations Act (Ontario) and, subject thereto, the terms of the OFN 2008 Shareholders' Agreement.

5.10 Books and Records and Financial Statements

OFNLP 2008 agrees with the Province that it will maintain adequate books of account and records, and that it will provide to the Limited Partners audited financial statements and such other information as the OFNLP 2008 Partnership Agreement or Applicable Laws may require. OFNLP 2008 represents and warrants to the other parties that section 9.5 of the OFNLP 2008 Partnership Agreement provides, and shall continue to provide during the Initial Term and the Renewal Term, that each OFNLP 2008 Limited Partner shall make such audited financial statements and other reports and information relating to this Agreement available to individual band members of such OFNLP 2008 Limited Partner for review upon reasonable notice of any request by such band member on the terms set forth therein.

ARTICLE 6**CASINO RAMA****6.1 Casino Rama Reserve Accounts**

- (a) OLG commits that during the period commencing on the date of Closing and ending on March 31, 2011, it will maintain the Operating Reserve at an amount no greater than \$30 million and will maintain the Capital Renewals Reserve Account at an amount equal to the annual approved Capital Renewals Budget for the applicable fiscal year, with the uncommitted (non-budgeted) amount of the Capital Renewals Reserve at the end of each fiscal year not to exceed \$5 million and with any amounts in excess of such \$5 million at the end of each fiscal year during such time period to be distributed pursuant to and in accordance with the terms of the CRRA.
- (b) OLG commits to manage the Capital Renewals Reserve and the Operating Reserve in a manner that is consistent with the purposes for which the reserves were established under the DOA and the reasonable business requirements of Casino Rama. OLG commits to discuss proposed Capital Renewals pertaining to Casino Rama with OFNLP and to consider OFNLP's concerns in OLG's approval of the Capital Renewals Budget(s) in each Fiscal Year up to and including Fiscal Year 2012. For greater certainty neither OFNLP nor OFNLP 2008 shall have an approval right over the Capital Renewals Budget(s) pertaining to Casino Rama and the discussion of the Capital Renewals Budget(s) described above shall be governed by the confidentiality provisions of the CRRA.

6.2 Casino Rama Revenue Agreement

- (a) Except as specifically set out in this Agreement, this Agreement is without prejudice to:
 - (i) the Province's, OLG's and OFNLP's rights or obligations under the CRRA for the period from the Effective Date to and including March 31, 2011, including OFNLP's right to receive payments from OLG of On-Going Net Revenues in accordance with and subject to the terms of the CRRA;
 - (ii) any right, claim or entitlement that OFNLP may have to all or any part of the 35% Allocation for any period prior to the Effective Date and for the period from the Effective Date to and including March 31, 2011; or
 - (iii) subject to the time limitations set out in sections 6.2(a)(i), 6.2(a)(ii) and subject to sections 6.2(b) and 6.2(g), any rights, claims or defences that any of OFNLP, the Province or OLG may have in respect of the 35% Litigation.
- (b) Notwithstanding the provisions of section 6.2(a), OFNLP shall not, nor shall it be entitled to:
 - (i) direct the payment of, or purport to direct the payment of;
 - (ii) settle any claim in respect of, or purport to settle any claim in respect of; or
 - (iii) convey, transfer or assign to any Person, or purport to convey, transfer or assign to any Person;

all or any part of the 35% Allocation or any right, title or interest in and to the 35% Allocation, including any right to receive all or any part of the 35% Allocation pursuant to the CRRA, nor shall it be entitled to receive all or any part of the 35% Allocation, in respect of the period from and after April 1, 2011.
- (c) The parties acknowledge that the CRRA and the DOA will, subject to their respective terms and conditions, remain in force at least until and including March 31, 2011.
- (d) OLG shall continue to comply with its obligations and have the benefit of its rights under the DOA for the period from the Effective Date until and including March 31, 2011 in accordance with and subject to the terms and conditions of the DOA.

- (e) OLG shall continue to comply with its obligations and have the benefit of its rights under the CRRA for the period from the Effective Date until and including March 31, 2011 in accordance with and subject to the terms and conditions of the CRRA.
- (f) OFNLP shall continue to comply with its obligations and have the benefit of its rights under the CRRA for the period from the Effective Date to and including March 31, 2011 in accordance with and subject to the terms and conditions of the CRRA.
- (g) Save and except as set out in section 6.2(a) but subject to section 6.2(b) and save and except for the rights of OFNLP under the CRRA for the period up to and including March 31, 2011 and its rights to participate in any distribution of monies pursuant to section 6.2 of the DOA upon the wind down of Casino Rama, OFNLP shall and hereby does, with effect as of April 1, 2011, irrevocably and unconditionally abandon, relinquish and release all of its rights, title and interest in and to or arising under the CRRA, including OFNLP's right to receive payments pursuant to the terms of the CRRA and all rights and the obligations of OFNLP under the CRRA shall terminate with effect on such date.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties By OFNLP

OFNLP and OFN General Partner, as general partner of OFNLP, represent and warrant to the Province and OLG as follows and acknowledge that the Province and OLG are relying on such representations and warranties in entering into this Agreement and performing their respective obligations hereunder:

- (a) OFN General Partner is a corporation duly incorporated and organized and validly existing under the laws of the Province of Ontario and is the general partner of OFNLP.
- (b) The First Nations in Ontario that are shareholders of OFN General Partner own beneficially and directly all of the issued and outstanding shares of OFN General Partner.
- (c) OFNLP is a limited partnership duly formed and validly existing under the laws of the Province of Ontario.
- (d) The First Nations in Ontario that are limited partners of OFNLP own beneficially and legally all of the limited partnership units of OFNLP.
- (e) Each of OFNLP and OFN General Partner has all necessary capacity, corporate and/or partnership power and authority to enter into and to carry out the provisions of this Agreement on its own behalf and on behalf of OFNLP and the OFNLP Limited Partners and this Agreement has been duly authorized, executed and delivered by OFNLP and constitutes a legal, valid and binding obligation enforceable against OFNLP, and against OFN General Partner as general partner of OFNLP, and against the OFNLP Limited Partners, in accordance with the terms of this Agreement, subject to exceptions as to bankruptcy and the availability of equitable remedies.
- (f) Neither the execution and delivery of this Agreement by OFNLP, nor the performance of or compliance with the terms and conditions of this Agreement by OFNLP, and OFN General Partner conflicts with or will result in a breach of any of the terms, conditions or provisions of, or constitutes a default under, the constating documentation of any of OFN General Partner or OFNLP, including the OFNLP Partnership Agreement, the OFN Shareholders' Agreement, or any other agreement or instrument to which either of them is a party or by which either of them is bound.

7.2 Representations and Warranties By OFNLP 2008

OFNLP 2008 and OFN 2008 General Partner, as general partner of OFNLP 2008, represent and warrant to the Province and OLG as follows and acknowledge that the Province and OLG are relying on such representations and warranties in entering into this Agreement and performing their respective obligations hereunder:

- (a) OFN 2008 General Partner is a corporation duly incorporated and organized and validly existing under the laws of the Province of Ontario and is the general partner of OFNLP 2008.
- (b) The First Nations in Ontario that are shareholders of OFN 2008 General Partner own beneficially and directly all of the issued and outstanding shares of OFN 2008 General Partner.
- (c) OFNLP 2008 is a limited partnership duly formed and validly existing under the laws of the Province of Ontario.
- (d) The First Nations in Ontario that are Limited Partners of OFNLP 2008 own beneficially and directly all of the limited partnership units of OFNLP 2008.
- (e) Each of OFNLP 2008 and OFN 2008 General Partner has all necessary capacity, corporate and/or partnership power and authority to enter into and to carry out the provisions of this Agreement on its own behalf and on behalf of OFNLP 2008 and the OFNLP 2008 Limited Partners and this Agreement has been duly authorized, executed and delivered by OFNLP 2008 and OFN General Partner on behalf of OFNLP 2008 and constitutes a legal, valid and binding obligation enforceable against OFNLP 2008 and against OFN 2008 General Partner, as general partner of OFNLP 2008 and against the OFNLP 2008 Limited Partners, in accordance with the terms of this Agreement, subject to exceptions as to bankruptcy and the availability of equitable remedies.

- (f) Neither the execution and delivery of this Agreement by OFNLP 2008 and OFN 2008 General Partner on behalf of OFNLP 2008, nor the performance of or compliance with the terms and conditions of this Agreement by OFNLP 2008 and OFN 2008 General Partner on behalf of OFNLP 2008, conflicts with or will result in a breach of any of the terms, conditions or provisions of, or constitutes a default under, the constating documentation of any of OFNLP 2008 or OFN 2008 General Partner, including the OFNLP 2008 Partnership Agreement, the OFN 2008 Shareholders' Agreement, or any other agreement or instrument to which either of them is a party or by which either of them is bound.

7.3 Representations and Warranties By the Province

The Province represents and warrants to OFNLP and OFNLP 2008, and acknowledges that OFNLP and OFNLP 2008 are relying on such representations and warranties in entering into this Agreement, that the Province has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement and this Agreement has been duly authorized, executed and delivered by the Province and constitutes a legal, valid and binding obligation enforceable against the Province in accordance with the terms of this Agreement, subject to the *Financial Administration Act*, the availability of equitable remedies in favour of the Crown, the limited availability of equitable remedies against the Crown, the *Proceedings Against the Crown Act* (Ontario) and the limitations with respect to the enforcement of remedies against sovereign entities and their agencies, including the qualifications that a court of Ontario may not, against the Province, grant an injunction, make an order for specific performance, make an order for recovery or delivery of real or personal property or issue execution or attachment or process in the nature thereof other than garnishment in limited circumstances.

7.4 Representations and Warranties By OLG

OLG represents and warrants to OFNLP and OFNLP 2008 as follows and acknowledges that OFNLP and OFNLP 2008 are relying on such representations and warranties in entering into this Agreement:

- (a) OLG is a Crown agency duly established and organized under the laws of the Province of Ontario.
- (b) OLG has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement and this Agreement has been duly authorized, executed and delivered by OLG and constitutes a legal, valid and binding obligation enforceable against OLG in accordance with the terms of this Agreement, subject to the availability of equitable remedies and the *Proceedings Against the Crown Act* (Ontario), including the qualifications that a court of Ontario may not, against the Province, grant an injunction, make an order for specific performance, make an order for recovery or delivery of real or personal property or issue execution or attachment or process in the nature thereof other than garnishment in limited circumstances.
- (c) Neither the execution and delivery of this Agreement nor the performance of or compliance with the terms and conditions of this Agreement by OLG will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the constating documentation of OLG, including the OLG Act and the regulations thereunder.

7.5 OFNLP and OFNLP 2008 Not to Take Actions

Subject to section 10.10, each of OFNLP, OFNLP 2008, the Province and OLG covenants that it shall not, from and after the Effective Date, do any things or take any actions as may cause the representations and warranties of such party in this Agreement to become untrue or incorrect from and after the Effective Date.

7.6 Survival of Representations and Warranties

The representations and warranties of each of OFNLP, OFNLP 2008, the Province and OLG contained in this Article 7 shall survive the Closing and the expiration of each of the Initial Term and the Renewal Term and the termination of this Agreement, without time limit.

ARTICLE 8

TERM AND DEFAULT

8.1 Initial Term

The initial term (the "Initial Term") of this Agreement shall commence upon the Effective Date and shall include all days up to but not including the date that is the 20th anniversary of the Effective Date, unless terminated earlier.

8.2 Renewal Term

Commencing on the date that is one year prior to the commencement date of the Renewal Term, OFNLP 2008 and the Province shall negotiate in good faith what amendments, if any, should be made to this Agreement (as may have been amended from time to time during the Initial Term) for the Renewal Term. If OFNLP 2008 and the Province cannot agree on what amendments, if any, should be made to this Agreement for the Renewal Term, then this Agreement shall continue in force and effect, unamended, during the Renewal Term, unless terminated earlier.

8.3 Mutual Intention of the Province and First Nations in Ontario

Provided that the Province is actively involved, directly or indirectly, in conducting and managing Lottery Schemes at the time, and such involvement generates revenues for the final account of the Province or Agents of the Province, the Province and OFNLP 2008 agree that they shall, no later than 18 months prior to the end of the Renewal Term, negotiate in good faith a new gaming financial arrangement taking into account the circumstances in the gaming market in Ontario at that time and other relevant circumstances.

8.4 Events of Default by OFNLP

Each of the following will constitute an Event of Default by OFNLP (each, an “**OFNLP Event of Default**”):

- (a) OFNLP fails to perform or comply with any of its covenants, obligations or agreements set forth in this Agreement and such failure is not remedied within 60 days after receipt by OFNLP of written notice of such failure from the Province or OLG, provided that, in the event that such failure is capable of being remedied but is not capable of being remedied within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date OFNLP receives written notice of such failure as may be required in order to permit OFNLP to remedy such failure and so long as OFNLP is diligently acting to remedy such failure during such 180 day period.
- (b) Any representation and warranty made by OFNLP in this Agreement is not true or correct in any material respect when made or ceases to remain true and correct and is not made true or correct in all material respects within 60 days after receipt by OFNLP of written notice of such fact from the Province or OLG, provided that, if such representation and warranty is capable of being made true and correct in all material respects but is not capable of being made true and correct within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date OFNLP receives written notice of such fact as may be required in order to permit OFNLP to correct such breach and so long as OFNLP is diligently acting to correct such breach during such 180 day period.

8.5 Events of Default by OFNLP 2008

Each of the following will constitute an Event of Default by OFNLP 2008 (each, an “**OFNLP 2008 Event of Default**”):

- (a) OFNLP 2008 fails to perform or comply with any of its covenants, obligations or agreements set forth in this Agreement or any of the corresponding provisions in the OFNLP 2008 Partnership Agreement and such failure is not remedied within 60 days after receipt by OFNLP 2008 of written notice of such failure from the Province or OLG, provided that, in the event that such failure is capable of being remedied but is not capable of being remedied within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date OFNLP 2008 receives written notice of such failure as may be required in order to permit OFNLP 2008 to remedy such failure and so long as OFNLP 2008 is diligently acting to remedy such failure during such 180 day period.
- (b) Any representation and warranty made by OFNLP 2008 in this Agreement is not true or correct in any material respect when made or ceases to remain true and correct and is not made true or correct in all material respects within 60 days after receipt by OFNLP 2008 of written notice of such fact from the Province or OLG, provided that, if such representation and warranty is capable of being made true and correct in all material respects but is not capable of being made true and correct within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date OFNLP 2008 receives written notice of such fact as may be required in order to permit OFNLP 2008 to correct such breach and so long as OFNLP 2008 is diligently acting to correct such breach during such 180 day period.
- (c) OFNLP 2008 conducts, manages or participates directly or indirectly in any manner whatsoever in, including as legal, beneficial or equity owner of, or as financier or as operator of or supplier to, the ownership, establishment, maintenance or operation of any facility, scheme or business entity or relationship for the purposes of carrying on, or that is carrying on, Casino Gaming in the Province of Ontario, other than pursuant to and in accordance with Applicable Laws.

8.6 Casino Gaming Default of OFNLP 2008 Limited Partners

The OFNLP 2008 Partnership Agreement shall include a provision corresponding to this section 8.6 to the effect, and each OFNLP 2008 Limited Partner shall acknowledge in the OFNLP 2008 Partnership Agreement that they are bound by such provision by becoming an OFNLP 2008 Limited Partner, that in the event that any OFNLP 2008 Limited Partner:

- (a) conducts, manages or participates directly or indirectly in any manner whatsoever in, including as legal, beneficial or equity owner of, or as financier or operator of or supplier to, the ownership, establishment, maintenance or operation of any facility, scheme or business entity or relationship established for the purposes of carrying on, or that is carrying on, Casino Gaming in the Province of Ontario other than pursuant to and in accordance with Applicable Laws; or
- (b) authorizes, permits or acquiesces to the carrying on by any Person of Casino Gaming on a reserve or reserves of that OFNLP 2008 Limited Partner in the Province of Ontario, other than pursuant to and in accordance with Applicable Laws,

then such OFNLP 2008 Limited Partner shall be in default of this Agreement and the OFNLP 2008 Limited Partnership Agreement and the suspension and forfeiture provisions of section 9.5 of this Agreement shall apply to such OFNLP 2008 Limited Partner and the Limited Partners Distribution of such OFNLP 2008 Limited Partner.

8.7 Events of Default by the Province

Each of the following will constitute an Event of Default by the Province (each, a “**Province Event of Default**”):

- (a) The Province fails to make any payment, or cause any payment to be made, when due as required under this Agreement, if such failure is not remedied within ten Business Days after receipt by the Province of written notice of such failure from OFNLP or OFNLP 2008.
- (b) The Province fails to perform any of its covenants or obligations set forth in this Agreement (except as referred to in section 8.7(a)) and such failure is not remedied within 60 days after receipt by the Province of written notice of such failure from OFNLP or OFNLP 2008, provided that, in the event that such failure is capable of being remedied but is not capable of being remedied within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date the Province receives written notice of such failure as may be required in order to permit the Province to remedy such failure and so long as the Province is diligently acting to remedy such failure during such 180 day period.

- (c) Any representation and warranty made by the Province in this Agreement is not true or correct in any material respect when made or ceases to remain true and correct and is not made true or correct in all material respects within 60 days after receipt by the Province of written notice of such fact from OFNLP or OFNLP 2008, provided that, if such representation and warranty is capable of being made true and correct in all material respects but is not capable of being made true and correct within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date the Province receives written notice of such fact as may be required in order to permit the Province to correct such breach and so long as the Province is diligently acting to correct such breach during such 180 day period.

8.8 Events of Default by OLG

Each of the following will constitute an Event of Default by OLG (each, an “**OLG Event of Default**”):

- (a) Subject to section 10.8(b), OLG fails to perform any of its covenants or obligations set forth in this Agreement and such failure is not remedied within 60 days after receipt by OLG of written notice of such failure from OFNLP or OFNLP 2008, provided that, in the event that such failure is capable of being remedied but is not capable of being remedied within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date OLG receives written notice of such failure as may be required in order to permit OLG to remedy such failure and so long as OLG is diligently acting to remedy such failure during such 180 day period.
- (b) Any representation and warranty made by OLG in this Agreement is not true or correct in any material respect when made or ceases to remain true and correct and is not made true or correct in all material respects within 60 days after receipt by OLG of written notice of such fact from OFNLP or OFNLP 2008, provided that, if such representation and warranty is capable of being made true and correct in all material respects but is not capable of being made true and correct within such 60 day period, then such period shall be extended for a period not to exceed 180 days from the date OLG receives written notice of such fact as may be required in order to permit OLG to correct such breach and so long as OLG is diligently acting to correct such breach during such 180 day period.

8.9 Joint Responsibility of Province and OFNLP 2008

The Province and OFNLP 2008 acknowledge that they will endeavor to work together co-operatively within their respective spheres of responsibility to address to the extent possible the actions of an OFNLP 2008 Limited Partner described in section 8.6 (a) or (b) and, to the extent possible, to share information with each other to address such actions.

8.10 Remedies

Upon the occurrence of an Event of Default, a non-defaulting party's remedies shall be those provided in this Agreement or, subject to the terms of this Agreement, including Article 9, as otherwise may be available to such non-defaulting party under Applicable Laws.

ARTICLE 9

DISPUTE RESOLUTION

9.1 Notice of Dispute

In the event any dispute, claim, difference or question (a “**Dispute**”) arises among any of the parties concerning the construction, meaning, effect, implementation of or compliance with Article 2 (save and except for any dispute arising out of or in connection with the provisions of section 2.5), Article 4, Article 5 or Article 8 (save and except for any dispute arising out of or in connection with the provisions of sections 8.2 or 8.3) of this Agreement and a party wishes to resolve such matter, then such party shall provide notice to the other parties of same. The parties receiving such notice shall have a reasonable period of time to consider and, if it believes fit, address the matter or discuss the concern with the party giving the notice, such period not to exceed 45 days. If the matter is addressed to the reasonable satisfaction of the party giving the notice within such 45 day period, the Dispute shall be deemed to be resolved and shall not be the basis for further remedies or termination of this Agreement under sections 9.5 or 9.6.

9.2 Dispute Resolution

In the event that an acceptable resolution of the Dispute is not achieved pursuant to section 9.1 and the party giving notice wishes to resolve the matter, then the matter shall be referred for determination in accordance with Schedule 9.2, which sets out the sole and exclusive procedure for the resolution of such Disputes. The award of any arbitration shall be appealable by the parties to the appropriate Ontario court on questions of law, or questions of mixed fact and law, including, without limitation, matters of process and procedure. The Arbitrators, as part of their award, may award costs of the arbitration, in their discretion, having regard to the success achieved, the good faith of the parties, the encouragement of good faith discussions to resolve matters and other relevant factors.

9.3 Remedy

In the event that any party does not comply with any final decision of the Arbitrators, then the other party or parties hereto may in its or their discretion take such steps as are reasonably necessary and proportionate to enforce the decision of the Arbitrators in accordance with Applicable Laws.

9.4 Expedited Procedure for Suspension of Limited Partner Distributions

- (a) Notwithstanding sections 9.1 and 9.2, in the event the Joint Appointee does not receive one or more of the financial statements required to be provided to OFNLP 2008 pursuant to section 5.1 within the time specified in such section, the provisions of sections 9.4(b) through 9.4(d) shall apply. For the purposes of this section 9.4, an OFNLP 2008 Limited Partner shall have failed to deliver a report and the Joint Appointee shall not have received same, if, within the permitted time frame, such OFNLP 2008 Limited Partner:

- (i) fails to respond to the requirement for a report;
 - (ii) delivers a report which, on the face of it, does not appear to the Joint Appointee, acting reasonably, to provide a response to substantially all the content requirements of the report; or
 - (iii) delivers a report that contains a qualified review by the auditors of the OFNLP 2008 Limited Partner and the qualification relates to the Limited Partner Distributions received by the OFNLP 2008 Limited Partner unless the Province, for such period specified by the Province, agrees in writing that this requirement does not apply.
- (b) The Joint Appointee shall provide notice to OFNLP 2008 and the Province regarding any non-compliance by any OFNLP 2008 Limited Partner with the reporting obligations contemplated in section 5.1 forthwith, but no later than 30 days after the Joint Appointee has determined that such non-compliance has occurred. OFNLP 2008 shall forthwith, but no later than 30 days after receiving notice from the Joint Appointee, attempt to obtain the financial statements contemplated by section 5.1 from the OFNLP 2008 Limited Partner which is in non-compliance with the obligations set out in such section. In the event OFNLP 2008 obtains the financial statements within such 30-day period, OFNLP 2008 shall provide these financial statements to the Joint Appointee forthwith upon receipt thereof and shall provide the Province and the Joint Appointee with a supplemental report as contemplated in section 5.2.
- (c) In the event OFNLP 2008 does not obtain the financial statements within the 30-day period contemplated in section 9.4(b), OFNLP 2008, the Province and the Joint Appointee shall consult in good faith to discuss the non-compliance of such OFNLP 2008 Limited Partner with the obligations set out in section 5.1 and possible remedial action which could take place to address it. Such consultation shall be completed within 30 days of the last day of the 30 day period contemplated in section 9.4(b).
- (d) Unless OFNLP 2008 and the Province otherwise agree, where the Joint Appointee has not received the financial statements of the OFNLP 2008 Limited Partner by the expiry date of the time period set out in section 9.4(c), OFNLP 2008 shall forthwith suspend any distributions to such OFNLP 2008 Limited Partner to be made pursuant to the OFNLP 2008 Partnership Agreement. Such suspension shall continue in effect until such time as the Joint Appointee provides notice to OFNLP 2008 and the Province that the financial statements required to be provided pursuant to section 5.1 hereof have in fact been provided or such earlier time as the Province in its discretion may determine.
- (e) Without limiting the obligations of OFNLP 2008 to suspend distributions in accordance with the terms of section 9.4(d), the parties agree that notwithstanding that such suspension of distributions pursuant to section 9.4(d) may have occurred and may remain in effect, such suspension of distributions pursuant to section 9.4(d) is without prejudice to the right of OFNLP 2008 to submit the question of whether or not an OFNLP 2008 Limited Partner has failed to comply with the reporting obligations contemplated by section 5.1 to the dispute resolution process under sections 9.1 and 9.2.

9.5 Suspension and Forfeiture of Payments

- (a) Following a decision of the Arbitrators that (i) any of the Limited Partner Distributions is not being applied by an OFNLP 2008 Limited Partner for the Approved Purposes and otherwise in compliance with section 4.2, or (ii) that an OFNLP 2008 Limited Partner is in breach of or not in compliance with the provisions of section 5.1 or has acted in a manner described in sections 8.6(a) or (b) of this Agreement (and the corresponding provisions in the OFNLP 2008 Partnership Agreement), then the Province shall be entitled to require the Arbitrators to, and the Arbitrators shall, direct OFNLP 2008 to forthwith suspend any distributions to such OFNLP 2008 Limited Partner pursuant to the OFNLP 2008 Partnership Agreement on such terms and for such time as the Province in its discretion may determine. Following a decision of the Arbitrators that OFNLP 2008 is in breach of or not in compliance with the provisions of either of sections 5.2 or 8.5(c) of this Agreement, then the Province shall be entitled to suspend any payments payable to OFNLP 2008 pursuant to Article 2 of this Agreement, on such terms and for such time as the Province in its discretion may determine.
- (b) In the event of a suspension of distributions to an OFNLP 2008 Limited Partner pursuant to section 9.4(d) or 9.5(a): (i) upon such OFNLP 2008 Limited Partner correcting its breach or failure to comply, such OFNLP 2008 Limited Partner shall be entitled to receive its suspended distributions from OFNLP 2008 and shall again be entitled to receive regular distributions from OFNLP 2008 pursuant to section 4.2, provided that; (ii) if, after the date that is 180 days from and after the date that the Arbitrators directed OFNLP 2008 to suspend distributions to such OFNLP 2008 Limited Partner pursuant to section 9.5(a) or the date that OFNLP 2008 suspended distributions to such OFNLP 2008 Limited Partner pursuant to section 9.4(d), as the case may be, such OFNLP 2008 Limited Partner has failed to remedy the breach or to comply with the provisions of section 4.2 or the reporting obligations of Article 5, then such OFNLP 2008 Limited Partner shall have forfeited its right to receive any suspended Limited Partner Distributions and any further Limited Partner Distributions and, subject to section 9.5(c) below, OFNLP 2008 shall be entitled to distribute to the remaining OFNLP 2008 Limited Partners that are not subject to a suspension or forfeiture of Limited Partner Distributions, the amount of such suspended Limited Partner Distributions and any further Limited Partner Distributions to which such OFNLP 2008 Limited Partner would be entitled pursuant to the terms of this Agreement and the OFNLP 2008 Partnership Agreement but for such forfeiture. Notwithstanding the foregoing, but subject to section 9.5(c) where a breach or failure to comply with any of the provisions referred to in section 9.4(d) or section 9.5(a) by an OFNLP 2008 Limited Partner cannot reasonably be corrected in respect of such breach or failure to comply, and without limiting the terms or application of this Section 9.5(b) in respect of such breach or failure to comply or in respect of any future breach or failure to comply, then OFNLP 2008, the OFNLP 2008 Limited Partner and the Province shall discuss a consequence other than forfeiture of Limited Partner Distributions should a forfeiture appear to such parties to be inappropriate given the nature of the breach or failure to comply.

- (c) Notwithstanding the terms of section 9.5(b) if, in the event of a suspension of distributions to an OFNLP 2008 Limited Partner as a result of such OFNLP 2008 Limited Partner acting in a manner described in sections 8.6(a) or (b) (and the corresponding section of the OFNLP 2008 Partnership Agreement) (i) upon such OFNLP 2008 Limited Partner ceasing to act in a manner described in sections 8.6(a) or (b) such OFNLP 2008 Limited Partner shall be entitled to receive its suspended distributions from OFNLP 2008 and shall again be entitled to receive regular distributions from OFNLP 2008 pursuant to section 4.2, provided that; (ii) if, after the date that is 180 days from and after the date that the Arbitrators directed OFNLP 2008 to suspend distributions to such OFNLP 2008 Limited Partner pursuant to section 9.5(a) such OFNLP 2008 Limited Partner continues to act in a manner described in sections 8.6 (a) or (b) (and the corresponding section of the OFNLP 2008 Partnership Agreement), then such OFNLP 2008 Limited Partner shall have forfeited its right to receive the suspended Limited Partner Distributions and any further Limited Partner Distributions and OFNLP 2008 shall pay the amount of such suspended Limited Partner Distributions, and any further Limited Partner Distributions to which such OFNLP 2008 Limited Partner would be entitled pursuant to the terms of this Agreement and the OFNLP 2008 Partnership Agreement but for such forfeiture, into a segregated account maintained by the OFNLP 2008 with a major chartered bank in Canada which shall bear a competitive rate of interest. Any and all payments of any monies from such account, except for fees payable to the bank or payments required by Applicable Laws, shall be made either with the approval of the Province or in accordance with this Agreement. OFNLP 2008 shall distribute to the remaining OFNLP 2008 Limited Partners that are not subject to a suspension or forfeiture of Limited Partner Distributions, the amount of such suspended Limited Partner Distributions plus interest and any further Limited Partner Distributions to which such OFNLP 2008 Limited Partner would be entitled pursuant to the terms of this Agreement and the OFNLP 2008 Partnership Agreement but for such forfeiture. The approval of the Province for payments from such account shall not be unreasonably withheld and shall be provided where such payments are made in accordance with this Agreement and the OFNLP 2008 Partnership Agreement.
- (d) Notwithstanding sections 9.5(b) and 9.5(c), if the decision of the Arbitrators described in section 9.5(a) is overturned on appeal, OFNLP 2008 may repay suspended or forfeited Limited Partner Distributions to the OFNLP 2008 Limited Partner affected by the decision, in such amount and pursuant to such timing as it deems appropriate given the suspension and forfeiture provisions in sections 9.4(d), 9.5(a), 9.5(b) and 9.5(c) and such OFNLP 2008 Limited Partner shall again be entitled to receive future Limited Partner Distributions pursuant to this Agreement and the OFNLP 2008 Partnership Agreement.
- (e) In the event of a suspension of payments to OFNLP 2008 pursuant to section 9.5(a): (i) upon OFNLP 2008 correcting its failure to comply, OFNLP 2008 shall be entitled to receive its suspended payments and shall again be entitled to receive regular payments in accordance with Article 2, provided that; (ii) if, after the date that is 180 days from and after the date that the Province suspended pursuant to section 9.5(a) payments payable to OFNLP 2008 pursuant to Article 2 OFNLP 2008 has failed to remedy its breach or failure to comply with the provisions of section 8.5(c), then OFNLP 2008 shall have forfeited its right to receive the suspended payments and any further payments of the monies under this Agreement and the Province shall, during the remainder of the period up to but not including the date that is the 25th anniversary of the Effective Date, distribute the payments provided for in Article 2 of this Agreement directly to the First Nations in Ontario that are at that time entitled to receive Limited Partner Distributions, on a fair and reasonable basis and after good faith consultations with First Nations in Ontario. The terms of the distribution of such payments directly to the First Nations in Ontario by the Province shall be, to the extent reasonably possible, consistent with the payment, distribution, use and reporting terms of this Agreement and the OFNLP 2008 Partnership Agreement.

9.6 Right to Terminate

- (a) The Province may, by notice in writing provided on and subject to the terms and conditions contained in this section 9.6, terminate this Agreement in the event that there has been (i) an OFNLP Event of Default or (ii) an OFNLP 2008 Event of Default.
- (b) The Province's right to terminate this Agreement under this section 9.6 shall be subject to the Province having provided appropriate notices of such OFNLP Event of Default or OFNLP 2008 Event of Default in accordance with this Agreement, and any periods for addressing such non-compliance provided by this Agreement having expired without cure or compliance having been effected within such periods.
- (c) The Province's right to terminate this Agreement shall be subject to the following:
- (i) the delivery of written notice to OFNLP 2008 to such effect; and
 - (ii) if there is a Dispute and a party invokes the provisions of Article 9, completion of the procedures required by Article 9, including any appeals, with a final determination that an OFNLP Event of Default or an OFNLP 2008 Event of Default has occurred.

For greater certainty, any questions of whether or not there has been non-compliance with any provision of the OFNLP 2008 Partnership Agreement for the purposes of this section 9.6 shall be determined exclusively under the dispute resolution procedures under Article 9 of this Agreement and not under the dispute resolution procedures of the OFNLP 2008 Limited Partnership Agreement.

- (d) In the event that this Agreement is terminated pursuant to this section 9.6, the Province agrees that during the remainder of the Initial Term and the Renewal Term, the Province will distribute the payments provided for in Article 2 of this Agreement directly to the First Nations in Ontario that at the time of such termination are entitled to receive Limited Partner Distributions, on a fair and reasonable basis as the Province may determine after good faith consultations with such First Nations in Ontario. The terms of the distribution of such payments directly to such First Nations in Ontario by the Province shall be, to the extent reasonably possible, consistent with the payment, distribution, use and reporting terms of this Agreement and the OFNLP 2008 Partnership Agreement.
- (e) The exercise by the Province of any of its rights pursuant to this Article 9 shall be without prejudice to the other rights and remedies of the Province under this Agreement or pursuant to Applicable Laws.

ARTICLE 10

GENERAL MATTERS

10.1 Non-derogation

- (a) Nothing expressed or implied in this Agreement shall be construed so as to affect in any manner the jurisdiction of the Province to conduct and manage, and to control, licence, administer and regulate in the Province of Ontario, the conduct and management of activities pursuant to section 207 of the *Criminal Code*.
- (b) Nothing expressed or implied in this Agreement shall:
 - (i) oblige the Province or OLG or any other Agent of the Province to conduct and manage or to continue to conduct and manage or provide for the operation of any lottery scheme or any other activity or any facility, including any casinos;
 - (ii) create any interest in favour of the First Nations in Ontario, OFNLP, OFNLP 2008, any OFNLP Limited Partner, any OFNLP 2008 Limited Partner or the Chiefs of Ontario in or to any Lottery Schemes or in or to any assets of the Province or of OLG or any other Agent of the Province, including any casinos, casino assets or other lottery or gaming related assets; or
 - (iii) limit the right of the Province or OLG or any other Agent of the Province to conduct and manage activities under section 207 of the *Criminal Code* in their sole and absolute discretion in accordance with Applicable Laws.
- (c) Nothing in this Agreement shall abrogate or derogate from the application and operation of Section 35 of the *Constitution Act, 1982* to or in respect of aboriginal or treaty rights.
- (d) Subject to the terms of section 6.2 of this Agreement and the Closing Agreement, nothing in this Agreement, including any of the payments required under this Agreement, shall adversely affect, diminish or derogate from any policy, program or statutory entitlement or benefit funded or provided by the Province to which any one or more OFNLP Limited Partner, OFNLP 2008 Limited Partner, or any member of an OFNLP Limited Partner or an OFNLP 2008 Limited Partner, was entitled at the Effective Date. For the purposes of this section 10.1(d), a policy, program or statutory entitlement or benefit is not adversely affected where a negative effect or reduction of expenditure is based primarily on reasons other than the receipt of funds under this Agreement or the OFNLP 2008 Partnership Agreement.
- (e) Nothing contained in this Agreement shall:
 - (i) be deemed or construed or interpreted to constitute any form of business relationship or to constitute any party hereto a partner, joint venturer or any other form of business associate of the other;
 - (ii) constitute any party hereto the agent or legal representative of any other party hereto;
 - (iii) create any fiduciary or other similar relationship between any of the parties; or
 - (iv) be deemed to constitute any kind of treaty or treaty relationship between the Province and First Nations in Ontario within the meaning of Section 35 of the *Constitution Act, 1982*.

10.2 Agents of the Province

The Province shall cause each Agent of the Province to comply with the terms of this Agreement as may be applicable to or binding upon such Agent of the Province. For greater certainty, and without limiting the generality of the foregoing, OLG acknowledges that it shall make such payments under this Agreement as the Province may direct it in writing.

10.3 OFNLP 2008 Partnership Agreement Provisions to be Unamended

- (a) OFNLP 2008 agrees that, except as may be consented to in writing by the Province, sections 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.15, 3.3, 3.5, 4.4, 5.1, 5.2, 6.1, 6.3, 6.6, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 8.7, 9.1, 9.2, 9.3, 9.4, 9.5, 10.2, 10.3, 10.4, 11.18, 13.4, 14.1, 15.4, 17.8 and 17.9 the definitions of "Accruals", "Approved Purposes", "Business", "Collective Use Monies", "Expenses", "Extraordinary Resolution", "First Nation", "Ordinary Resolution" and "Permitted Interim Investments" and Schedules 1.1C, 6.6 and 9.1 as well as defined terms included in such sections, definitions and Schedules, of the OFNLP 2008 Partnership Agreement, shall remain unamended for the term of this Agreement. Any amendment or deletion of any such provision without the written consent of the Province shall be void ab initio and of no force and effect.
- (b) OFNLP and OFNLP 2008 acknowledge and agree that the OFNLP 2008 Partnership Agreement shall include a provision to the effect that in the event of any dispute, claim, difference or question between any of OFNLP 2008, any OFNLP 2008 Limited Partner and either of the Province or OLG as to whether any of OFNLP 2008 or any OFNLP 2008 Limited Partner has performed or is in compliance with the foregoing sections of the OFNLP 2008 Partnership Agreement and the corresponding provisions in this Agreement, or as to the construction, meaning, effect or implication of the OFNLP 2008 Partnership Agreement for the purposes of implementing or complying with this Agreement, such dispute, claim, difference or question shall be determined exclusively under the dispute resolution procedures under Article 9 of this Agreement and not under the dispute resolution procedures of the OFNLP 2008 Partnership Agreement.

10.4 Survival

Neither the expiration of either of the Initial Term or the Renewal Term nor the termination of this Agreement shall affect, prejudice or excuse any rights, obligations or liabilities that exist or have accrued or arisen under this Agreement prior to or upon such expiration or termination, and such rights, obligations and liabilities shall survive such expiration or termination. Without limiting the generality of the foregoing, the provisions of sections 3.1, 4.5, 4.6, 6.2, 10.1, 10.3, 10.5, 10.8 and Article 9 shall survive the expiration of each of the Initial Term and the Renewal Term and the termination of this Agreement.

10.5 Confidentiality

- (a) Each of the parties hereto acknowledges, agrees and consents to the disclosure of this Agreement as a matter of public record.
- (b) The parties acknowledge and agree that any information provided by any party hereto to any other party or parties hereto pursuant to or in connection with this Agreement (including all documents and correspondence relating to the negotiation of this Agreement and the Formal Agreements (as defined in the Closing Agreement)) (collectively, the “**Confidential Information**”) was or is to be supplied in confidence, disclosure of which could reasonably be expected to result in undue loss to one or all of the parties. Accordingly, except as may be required by Applicable Laws or in connection with the resolution of a Dispute in accordance with Article 9 of this Agreement, or as may be required to be disclosed by OFNLP or OFNLP 2008 to the OFNLP Limited Partners or the OFNLP 2008 Limited Partners, respectively, each of which shall be bound by these provisions, all such Confidential Information provided by any party hereto pursuant to or in connection with this Agreement shall be kept confidential by the parties and shall only be made available to such of a party’s representatives, employees, advisors or consultants as are required to have access to the same in order for the recipient party to adequately use such information in accordance with this Agreement. Any party’s representatives, employees, advisors or consultants receiving Confidential Information shall be similarly bound by these provisions. Prior to disclosing any Confidential Information to its representatives, employees, advisors or consultants, and in the case of OFNLP and OFNLP 2008 to the OFNLP Limited Partners or to the OFNLP 2008 Limited Partners, a party hereto shall take reasonable precautions to ensure that such recipients are bound by confidentiality obligations substantially similar to those set out herein. Each of the parties receiving Confidential Information agrees to promptly advise any party that has disclosed such Confidential Information in the event that the recipient receives a request to disclose such Confidential Information, whether pursuant to this Agreement or otherwise.

10.6 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section 10.6. Notices and other communications shall be addressed as follows:

- (a) if to the Province:
- Ministry of Aboriginal Affairs
720 Bay Street
4th Floor
Toronto ON M5G 2K1
- Telecopier: (416) 314-1165
Attention: Deputy Minister
- (b) if to OLG:
- 4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8
- Telecopier: (416) 224-7000
Attention: Chief Executive Officer
- (c) if to OFNLP or OFNLP 2008:
- 78 1st Line Road
New Credit Commercial Plaza
Suite 204
R.R. #6
Hagersville, Ontario
NOA 1H0
- Telecopier: (905) 768-7667
Attention: General Manager

Notwithstanding the foregoing, any notice or other communication required or permitted to be given by any party pursuant to or in connection with any dispute resolution procedures contained herein or in any Schedule hereto may only be delivered by hand.

10.7 Extensions or Abridgements of Time

The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Province and OFNLP 2008 and by OLG if such matter affects OLG.

10.8 Limit of Liability

Notwithstanding any other provisions of this Agreement:

- (a) only the Province and not any Agent of the Province shall be liable for the payment of the amounts which the Province has agreed to pay pursuant to Article 2;
- (b) OLG is only a party to this Agreement for the purposes of being bound by or performing its obligations and covenants under sections 2.2(c), 2.2(d), 2.2(f), 2.2(g), 2.3(a), 2.3(b), 2.3(d) 2.4(a), 2.4(c), 3.1, 6.1, 6.2, 7.4, 7.5, 7.6, 8.1, 8.8, 8.10 and Article 9 and Article 10 of this Agreement and receiving the rights, remedies and benefits under sections 3.1, 4.5, 6.1, 6.2, 7.1, 7.2, 7.5, 8.1, 8.4, 8.5, 8.8, 8.10 and Article 9 and Article 10 of this Agreement; and
- (c) the maximum amount of any liability of the Province under this Agreement shall be limited to the amounts which the Province has agreed to pay pursuant to Article 2 of this Agreement and the maximum amount of any liability of OLG or any Agent of the Province under this Agreement shall be limited to the amounts the Province has directed OLG or such Agent of the Province to pay under this Agreement, and in no event shall OLG or any Agent of the Province or the Province be liable in respect of any matter arising out of or related to this Agreement for consequential or indirect damages or any non-compensatory monetary award.

10.9 Survival of Covenants

Any covenant, term or provision of this Agreement which, in order to be effective must survive the termination of this Agreement, shall survive any such termination.

10.10 Assignment

- (a) Neither of OFNLP or OFNLP 2008 shall assign this Agreement or any of its rights or obligations under this Agreement, including by operation of law or by way of amalgamation, merger, reorganization, arrangement or any other direct or indirect manner, or mortgage, charge, pledge or grant any other interest in and to this Agreement or any of its rights or obligations under this Agreement, nor shall either of OFNLP or OFNLP 2008 respectively cause OFN General Partner or OFN 2008 General Partner or any other entity through which the First Nations in Ontario may, with the prior written consent of the Province, directly or indirectly implement the rights and obligations of OFNLP or OFNLP 2008 under this Agreement, to amalgamate, merge, reorganize or enter into any other similar arrangement or mortgage, charge, pledge or grant any other interest in and to this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Province, which Province may withhold its consent in its absolute discretion. Any such purported assignment, amalgamation, merger, reorganization or other similar arrangement or any such purported mortgage, charge, pledge or grant of interest, made without the prior written consent of the Province, shall be void ab initio and of no force or effect.
- (b) Each of OFNLP and OFNLP 2008 acknowledges and agrees that the Province may cause an internal reorganization of the Government of Ontario or Agents of the Province that may affect OLG and other Agents of the Province and may result in the assignment by OLG of its rights and obligations under this Agreement to another Agent of the Province or to the Province. The Province acknowledges that, notwithstanding any such internal reorganization of the Government of Ontario or any Agent of the Province, including OLG, Her Majesty the Queen in Right of the Province of Ontario and any Agent of the Province that replaces OLG, shall remain bound by the obligations and agreements and shall be entitled to the rights, remedies and benefits of the Province or OLG, as the case may be, under this Agreement.

10.11 Force Majeure

Notwithstanding any other provision of this Agreement, if, by reason of Force Majeure, any party is unable to perform in whole or in part its obligations under this Agreement, then in such event and during such period of inability to perform, such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform and any failure to perform which is so caused shall not make such party liable to the other parties, and any time period in which such obligation is to be performed shall be extended for such period of inability to perform; provided that the party experiencing such Force Majeure provides the other parties with prompt notice thereof and uses all reasonable efforts to otherwise perform its obligations.

10.12 Counterparts and Delivery by Facsimile

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written. An executed copy of this Agreement may be delivered by any party hereto by facsimile. In such event, such party shall forthwith deliver to the other parties hereto a copy of this Agreement executed by such party.

10.13 Acknowledgement and Consent of OFNLP 2008 Limited Partners

OFNLP 2008 agrees that it shall be a condition precedent for a distribution of funds to an OFNLP 2008 Limited Partner that such OFNLP 2008 Limited Partner executes and delivers to the Province the form of acknowledgement and consent set out in Schedule 10.13.

10.14 Costs to the Parties

Subject as otherwise expressly provided in this Agreement, each of the parties to this Agreement shall be responsible for the payment of their own costs and expenses related to negotiating, settling and implementing this Agreement including, without limitation, the costs and expenses of any legal, financial or other consultants retained or consulted by such party.

10.15 Time of Essence

Time is of the essence of this Agreement.

10.16 Further Assurances

Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement with effect as of the Effective Date.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by THE MINISTER OF ABORIGINAL AFFAIRS

ONTARIO LOTTERY AND GAMING CORPORATION

by: _____

Name:
Title:

by: _____

Name:
Title:

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP, by its general partner, ONTARIO FIRST NATIONS GENERAL PARTNER INC.

by: _____

Name:
Title:

by: _____

Name:
Title:

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP, by its general partner, NEW OFNLP GENERAL PARTNER LIMITED

by: _____

Name:
Title:

by: _____

Name:
Title:

SCHEDULE 1.1(NN)

GROSS REVENUES

1. For purposes of this Agreement, "Gross Revenues" means, in respect of an Agent of the Province (including OLG), the revenues of that Agent of the Province, before the deduction of promotional allowances, as reported in the Segmented Information notes in the notes to, or as otherwise reported in, the audited Consolidated Financial Statements of that Agent of the Province and generated from the following:
 - (a) lotteries, including on-line games, sports games, instant games and bingo gaming;
 - (b) slot machines and table games at casinos and racetracks; and
 - (c) non-gaming activities ancillary to the conduct and management of Lottery Schemes, including hotel, food, beverage and other services, including the retail value of accommodation, food and beverage services and other services provided to gaming patrons on a complimentary basis.Notwithstanding the foregoing and for greater certainty:
 - (d) Gross Revenues generated from lotteries, slot machines and table games and non-gaming activities as set out above shall, for the purposes of this Agreement, be determined in accordance with the OLG revenue recognition accounting practices and principles set out in section 2 of this Schedule 1.1(nn) notwithstanding any changes from and after the date of this Agreement in such accounting practices or principles by OLG or any other Agent of the Province, provided that if any particular accounting practice or principle is not addressed in section 2 of this Schedule 1.1(nn), that accounting practice or principle applied by OLG as at March 15, 2006 shall be used.
 - (e) Gross Revenues shall include any revenues generated from the conduct and management of any Lottery Scheme in existence as of March 15, 2006 and any Lottery Scheme which is a new product offering for the Province or any Agent of the Province (for the purposes of this Schedule 1.1(nn), a "**New Lottery Scheme**") that comes into existence from and after March 15, 2006, which revenues generated from such New Lottery Scheme shall be determined in accordance with the accounting practices and principles applied to such New Lottery Scheme in the sole discretion of the Province, OLG or any other Agent of the Province, as the case may be, at the time such New Lottery Scheme comes into existence.
 - (f) Gross Revenues shall not include any revenues received by the Province, OLG or any other Agent of the Province from the conduct and management of the Lottery Scheme, including such conduct and management at any gaming facility if, and to the extent that, such revenues so received are not retained to the final account of the Province, OLG or any such other Agent of the Province.
2. Revenue from lottery games, for which results are determined based on a draw, is recognized when the draw takes place. Revenue for future draws is deferred and recognized when the draw takes place. Revenue from instant games is recognized when the ticket is activated for play by the retailer. Revenue from sports wagering games and bingo gaming is recognized when the ticket is sold to the consumer. Tickets issued as a result of the redemption of free ticket prizes are not recorded as revenue.

Gaming revenue from slot and table game operations represents the net win from gaming activities, which is the difference between amounts earned through gaming wagers less the payouts from those wagers.

Non-gaming revenue includes revenue from hotel, food and beverage, entertainment centre and other services and is recognized at the time the services are rendered to patrons. This also includes the retail value of accommodations, food and beverage and other services provided to patrons on a complimentary basis.

SCHEDULE 1.1(ppp)

OFNLP 2008 LIMITED PARTNERSHIP AGREEMENT

SCHEDULE 1.1(XXX)

PERMITTED INTERIM INVESTMENTS

1. **Type of Investments.** Subject to the conditions set forth below, “Permitted Interim Investments” means the following types of investments:
- bankers’ acceptances;
 - bank certificates of deposit;
 - commercial paper;
 - medium term notes;
 - bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
 - corporate strip bonds;
 - deposits at a deposit-taking institution; and
 - other short-term securities.
2. **Excluded Investments.** For greater certainty, Permitted Interim Investments do not include the following:
- shares, warrants or other equities;
 - convertible debt securities;
 - derivatives, swaps, options or futures;
 - real property;
 - mortgages, including guaranteed mortgages;
 - gold certificates;
 - physical commodities; or
 - interests in loan syndications or loan participation.
3. **Liquidity.** To qualify as a Permitted Interim Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an “illiquid asset” means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holder’s option.
4. **Term.** To qualify as a Permitted Interim Investment, an investment must, at the date of its acquisition, have a remaining term to maturity of not greater than the lesser of (a) 366 days and (b) the balance of the Initial Term.
5. **Rating.** The deemed rating (the “Rating”) of any Permitted Interim Investment, if applicable, must be at least “AA”, determined in accordance with the next following section.
6. **Determination of Rating.** The Rating of any Permitted Interim Investment will be established, at the time of the acquisition of such Permitted Interim Investment, as:
- “AAA” if the Permitted Interim Investment has the following rating or higher from two generally recognized credit rating agencies:

Short Term	CBRS	A-1+
	DBRS	R-1 high
	Moody’s	P-1
	S&P	A-1+
Long Term	CBRS	A++ low (corporate)
	CBRS	AAA (government)
	DBRS	AAA
	Moody’s	Aaa
	S&P	AAA

- (b) “AA” if the Permitted Interim Investment has the following rating or higher (but excluding Permitted Interim Investments rated “AAA”) from two generally recognized credit rating agencies:

Short Term	CBRS	A-1
	DBRS	R-1 middle/low
	Moody’s	P-1
	S&P	A-1+
Long Term	CBRS	A+ low (corporate)
	CBRS	AA (government)
	DBRS	AA
	Moody’s	Aa3
	S&P	AA-

7. **Credit Quality of Portfolio.** Permitted Interim Investments will be limited to an aggregate market value limit, determined at the time of investment, based on the Rating of the Permitted Interim Investment as set out below:

<u>Rating of Permitted Investment</u>	<u>Minimum Percentage of Portfolio to be Comprised of Permitted Interim Investments Having that Rating</u>
AAA	50%
AA or AAA	100%

8. **Canadian Dollars.** All Permitted Interim Investments acquired must be denominated in Canadian dollars.
9. **Investment Practices.** An investment which otherwise qualifies as a Permitted Interim Investment will not constitute a Permitted Interim Investment if one or more of the following investment practices are engaged in connection with the acquisition or disposition of the Permitted Interim Investment:
- (a) the borrowing of money;
 - (b) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;
 - (c) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm’s length in connection with the transaction; or
 - (d) the engagement in the business of underwriting or marketing to the public.

SCHEDULE 1.2

FIRST NATIONS IN ONTARIO

1	Aamjiwnaang
2	Alderville First Nation
3	Algonquins of Pikwakanagan
4	Animibiigoo Zaagi'igan Anishinaabek
5	Anishinaabeg of Naongashiing
6	Aroland First Nation
7	Attawapiskat First Nation
8	Aundeck Omni Kaning
9	Bearskin Lake First Nation
10	Beausoleil First Nation
11	Beaverhouse First Nation
12	Big Grassy First Nation
13	Biinjitiwaabik Zaaging Anishinaabek
14	Bingwi Neyaashi Anishinaabek
15	Bkejwanong Territory
16	Brunswick House First Nation
17	Caldwell First Nation
18	Cat Lake First Nation
19	Chapleau Cree First Nation
20	Chapleau Ojibway First Nation
21	Chippewas of Georgina Island
22	Chippewas of Kettle & Stony Point
23	Chippewas of Nawash
24	Chippewas of Saugeen
25	Chippewas of the Thames
26	Constance Lake First Nation
27	Couchiching First Nation
28	Curve Lake First Nation
29	Deer Lake First Nation
30	Delaware Nation
31	Dokis First Nation
32	Eabametoong First Nation
33	Eagle Lake First Nation
34	Flying Post First Nation
35	Fort Albany First Nation
36	Fort Severn First Nation
37	Fort William First Nation
38	Garden River First Nation
39	Ginoogaming
40	Grassy Narrows First Nation
41	Henvey Inlet First Nation
42	Hiawatha First Nation
43	Hornepayne First Nation
44	Iskatewizaagegan No. 39 Independent First Nation
45	Kasabonika Lake First Nation
46	Kashechewan First Nation
47	Keewaywin First Nation
48	Kiashke Zaaging Anishinaabek
49	Kingfisher Lake First Nation
50	Kitchenuhmaykoosib Inninuwug
51	Koocheching First Nation
52	Lac Des Mille Lacs First Nation
53	Lac La Croix First Nation
54	Lac Seul First Nation
55	Long Lake # 58 First Nation
56	Magnetawan First Nation
57	Marten Falls First Nation
58	Matachewan First Nation
59	Mattagami First Nation
60	McDowell Lake First Nation
61	M'Chigeeng First Nation
62	Michipicoten First Nation
63	Mishkeegogamang
64	Missanabie Cree First Nation
65	Mississauga #8 First Nation

66	Mississaugas of Scugog Island
67	Mississaugas of the New Credit
68	MoCreebec Council of the Cree Nation
69	Mohawks of Akwesasne
70	Mohawks of the Bay of Quinte
71	Moose Cree First Nation
72	Moose Deer Point First Nation
73	Munsee Delaware Nation
74	Muskrat Dam First Nation
75	Naicatchewenin
76	Namaygoosisagagun
77	Naotkamegwanning Anishinabe
78	Neskantaga First Nation
79	Nibinamik First Nation
80	Nicickousemenecaning
81	Nipissing First Nation
82	North Caribou Lake First Nation
83	North Spirit Lake First Nation
84	Northwest Angle No. 33 First Nation
85	Northwest Angle No. 37 First Nation
86	Obashkaandagaang
87	Ochiichagwe' Babigo'ining
88	Ojibways of Batchewana
89	Ojibways of Onigaming
90	Ojibways of Pic River
91	Oneida Nation of the Thames
92	Pays Plat First Nation
93	Pic Moberg First Nation
94	Pikangikum First Nation
95	Poplar Hill First Nation
96	Poplar Point First Nation
97	Rainy River First Nation
98	Red Rock Band
99	Sachigo Lake First Nation
100	Sagamok Anishnawbek First Nation
101	Sandy Lake First Nation
102	Saugeen First Nation
103	Seine River First Nation
104	Serpent River First Nation
105	Shawanaga First Nation
106	Sheguiandah First Nation
107	Sheshegwaning First Nation
108	Shoal Lake No. 40 First Nation
109	Six Nations of the Grand River
110	Slate Falls First Nation
111	Stanjikoming First Nation
112	Taykwa Tagamou Nation
113	Temagami First Nation
114	Thessalon First Nation
115	Wabaseemoong Independent Nation
116	Wabauskang First Nation
117	Wabigoon First Nation
118	Wahgoshig First Nation
119	Wahnapiatae First Nation
120	Wahta Mohawks
121	Wapekeka First Nation
122	Wasauksing First Nation
123	Wauzhushk Onigum Nation
124	Wawakapewin
125	Webequie First Nation
126	Weenusk First Nation
127	Whitefish Lake First Nation
128	Whitefish River First Nation
129	Whitesand First Nation
130	Whitewater Lake First Nation
131	Wikwemikong Unceded Indian Reserve
132	Wunnumin Lake First Nation
133	Zhiibaahaasing

SCHEDULE 5.1

FORM OF LIMITED PARTNER REPORT ON RECEIPTS AND DISBURSEMENTS

TO: ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP

FROM: [Insert Name of Limited Partner]

RE: Audited Financial Statements and Expenses by Category

The undersigned confirms that it received from Ontario First Nations (2008) Limited Partnership distributions totaling \$_____ for the fiscal year ending March 31, _____.

We report, based on the financial statements attached hereto, that out of such funds the following amounts were, during the year so ended, expended on, as follows:

- (a) Community development: \$ _____
- (b) Health: \$ _____
- (c) Education: \$ _____
- (d) Economic development: \$ _____
- (e) Cultural development: \$ _____
- (f) [Expenses/Accruals/Permitted Interim Investments]: \$ _____

[LIMITED PARTNER]

Date: _____

AUDITORS' REPORT**TO ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP**

We have audited the attached financial schedule of receipts and disbursements of *[insert name of OFNLP 2008 Limited Partner]* for the year ended March 31, ● prepared in accordance with the instructions dated ● *[insert date]* issued by the Ontario First Nations (2008) Limited Partnership and as required under the Ontario First Nations 2008 Limited Partnership Limited Partnership Agreement and referred to in that Agreement as Schedule 9.1 “**Form of Limited Partnership Report on Receipts and Disbursements**”. The financial schedule is the responsibility of the *[insert name of OFNLP 2008 Limited Partner]* management. Our responsibility is to express an opinion on the financial schedule based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, the financial schedule presents fairly, in all material respects, the report on distributions and expenses of the *[insert name of OFNLP 2008 Limited Partner]* for the year ended March 31, ● in accordance with Schedule 9.1 of the Limited Partnership Agreement of the Partnership.

[Chartered Accountants/or other Audit Certified Licensed Public Accountants]

SCHEDULE 5.2

OFNLP 2008 REPORT TO PROVINCE

TO: PROVINCE OF ONTARIO

The undersigned confirms that it received from [Ontario Lottery and Gaming Corporation] payments totaling \$_____ for the fiscal year ending March 31, _____.

We received audited financial statements for the year end as contemplated by section 4.1 of the Gaming Revenue Sharing and Financial Agreement from each First Nation in Ontario which received distributions during the fiscal year then ended except for:

We report, based on the financial statements received, that out of such funds, the following amounts were, during the year so ended, expended on, as follows:

- 1. (a) Community development: \$ _____
- (b) Health: \$ _____
- (c) Education: \$ _____
- (d) Economic development: \$ _____
- (e) Cultural development: \$ _____

**ONTARIO FIRST NATIONS (2008) LIMITED
PARTNERSHIP by its general partner, NEW
OFNLP GENERAL PARTNER LIMITED**

Date: _____

SCHEDULE 9.2
DISPUTE RESOLUTION

DEFINITIONS

1. In this Schedule 9.2:
 - (a) **“Arbitrators”** means the panel of three arbitrators appointed pursuant to paragraphs 6 and 7;
 - (b) **“Chair”** means the chair appointed pursuant to paragraph 7;
 - (c) **“Claimant”** means a Party that commences a dispute resolution pursuant to paragraph 4;
 - (d) **“Disputes”** has the meaning attributed to such term in section 9.1 of the Agreement;
 - (e) **“Party”** means a party to a Dispute;
 - (f) **“paragraph”** means a paragraph of this Schedule 9.2; and
 - (g) **“Respondent”** means a Party who is not the Claimant, and the term “Respondents” shall, where there is only one Respondent, refer to that Respondent.

GENERAL

2. All Disputes which are to be determined according to the terms of this Schedule 9.2 pursuant to section 9.2 of the Agreement shall be arbitrated in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, c. 17* (the “Arbitration Act”) except to the extent that those provisions are expressly modified by the provisions of the Agreement and this Schedule 9.2.
3. No individual shall be appointed to arbitrate a Dispute pursuant to this Schedule 9.2 unless he or she agrees in writing to be bound by the provisions of this Schedule 9.2.

COMMENCEMENT OF DISPUTE RESOLUTION

4. A Party may commence a dispute resolution as Claimant by delivering a written notice of arbitration (the “Notice of Arbitration”) to each of the Respondents.
5. The Notice of Arbitration shall include in the text or in one or more attachments:
 - (a) the full names, descriptions and addresses of the Parties;
 - (b) a demand that the Dispute be referred to arbitration pursuant to this Schedule 9.2;
 - (c) a general description of the Dispute;
 - (d) the relief or remedy sought; and
 - (e) the name of the person the Claimant nominates as an arbitrator.
6. The arbitrator nominated by the Claimant shall be independent of each Party and shall not be or have been in the employ of or on contract with the Claimant at any time and shall be qualified by education and experience to determine the subject matter of the Dispute. Such qualified arbitrator nominated by the Claimant shall be one of the panel of Arbitrators who will resolve the Dispute. Within 20 days of the date of receipt by the Respondent of the Notice of the Arbitration, the Respondents shall by notice to the Claimant, jointly appoint a second arbitrator to serve on the panel of Arbitrators who will resolve the Dispute, and the arbitrator nominated by the Respondents shall also be independent of each Party and shall not be or have been in the employ of or on contract with any respondent at any time and shall be qualified by education and experience to determine the subject matter of the Dispute.
7. Within 10 days of the appointment of the second arbitrator by the Respondents, the appointees of the Claimant and Respondents shall, by notice to the Parties, appoint a third and final arbitrator to act as chair of the Arbitrators, failing which a chair shall be appointed by a judge of the Superior Court of Justice of Ontario on the application of any Party on notice to all the other Parties. Such chair shall be independent of each Party and shall not be or have been in the employ of or on contract with any Party at any time and shall be qualified by education and experience to determine the subject matter of the Dispute.
8. Subject to the Arbitration Act, the Agreement and this Schedule 9.2, the Arbitrators may conduct the arbitration in such manner as the Arbitrators consider appropriate.

PLEADINGS

9. The following shall apply to the arbitration of any Dispute:
 - (a) within 10 days of the appointment of the three Arbitrators, the Claimant shall deliver to all the Respondents and the Arbitrators a written statement (the “Statement”) concerning the Dispute setting forth, with particularity, the Claimant’s position with respect to the Dispute and the material facts upon which the Claimant intends to rely;

- (b) within 15 days after the delivery of the Statement, each Respondent shall deliver to the Claimant and the Arbitrators a written response (an "Answer") to the Statement setting forth, with particularity, the Respondent's position on the Dispute and the material facts upon which the Respondent intends to rely;
- (c) if any Respondent fails to deliver an Answer within the time limit in paragraph 9 (b), that Respondent shall be deemed to have waived any right to provide an Answer to the Statement and the arbitration may continue without further notice to that Respondent;
- (d) within 10 days after the earlier of: (i) the day all Answers have been delivered, and (ii) the 15th day referred to in paragraph 9(b), the Claimant may deliver to all the Respondents and the Arbitrators a written reply (a "Reply") to the Answer of each Respondent, setting forth, with particularity, the Claimant's response, if any, to the Answer;
- (e) within the time limit in paragraph 9(b), a Respondent may also deliver to the Claimant, each other Respondent and the Arbitrators a counter-statement (a "Counter-Statement") setting forth, with particularity, any additional Dispute for the Arbitrators to decide. Within 15 days of the delivery of a Counter-Statement, the Claimant shall deliver to each Respondent and the Arbitrators an Answer to the Counter-Statement. If the Claimant fails to deliver an Answer to the Counter-Statement within such 15-day period, the Claimant shall be deemed to have waived any right to provide an Answer to the Counter-Statement. Within 10 days after the delivery of an Answer to the Counter-Statement, the Respondents may deliver to the Claimant and the Arbitrators a Reply to such Answer. Any Dispute submitted to arbitration in accordance with this paragraph 9(e) shall be governed by, and dealt with as if it were the subject of a Statement in accordance with, this Schedule 9.2, except that it shall be decided by the Arbitrators already appointed, and shall be determined by the Arbitrators accordingly; and
- (f) the time limits referred to in paragraphs 9(a) to 9(f) may be extended by the Chair for such period not to exceed an aggregate of 30 days for such reasons as the Arbitrators in the Arbitrators' discretion may determine upon application in writing made to the Arbitrators by the Claimant or any Respondent on notice to each other Party to the arbitration, either before or within five days after the expiry of the relevant time limits and, in the event that the other Party or Parties wishes to oppose the application, the other Party or Parties shall be given an opportunity to make submissions on the application.

The Parties to the Agreement have set the time limits in this paragraph 9 after due consideration of the amount of time necessary to complete each step and it is their express desire that no extension of any time limit shall be granted except in extraordinary circumstances, the onus for the proof of the existence of which lies on the Party seeking an extension.

CASE CONFERENCES

- 10. Within 10 days of the appointment of the three Arbitrators, the Chair shall convene a case conference for the determination of any preliminary or interlocutory matter or to provide for planning and scheduling of the arbitration or to determine the timing or desirability of expert reports.
- 11. Issues to be determined at the first case conference after the completion of the steps contemplated by paragraph 9 or the expiry of the time limit for any mandatory step not taken by such time shall include the following:
 - (a) any request for an adjournment of the case conference and the terms, if any, of any adjournment;
 - (b) the identification and narrowing of the issues in the arbitration;
 - (c) the desirability of the Parties engaging in further settlement negotiations or some other dispute resolution process, with or without the assistance of a mediator;
 - (d) fixing a date, time and place for the Hearing (as defined in paragraph 12 of this Schedule 9.2);
 - (e) the manner of presentation of evidence at the Hearing; and
 - (f) a timetable for the disclosure by each Party to each other Party of the evidence in that Party's possession, power, or control which is relevant to any issue in the Dispute.

THE HEARING

- 12. At the date, time and place fixed at a case conference or, if no case conference has been held, at a date, time and place fixed by the Chair within 60 days of the appointment of the Chair, the Arbitrators shall convene a hearing (the "Hearing").
- 13. Unless otherwise determined by the Chair, the presentation of a Party's case at the Hearing shall include the delivery of a pre-hearing memorandum to the Arbitrators and to each other Party including the following elements:
 - (a) a statement of facts;
 - (b) a statement of each issue to be determined;
 - (c) a statement of the applicable law on which the Party relies;
 - (d) a statement of the relief requested including the basis for any damages claimed;
 - (e) a statement of the evidence to be presented including the name, capacity and expected evidence of each witness to be called, and an estimate of the time required for the witness's direct testimony; and
 - (f) an appendix containing all sworn statements or transcripts or portions of transcripts on which the Party intends to rely at the Hearing.

14. The pre-hearing memorandum of the Claimant shall be delivered not less than 20 days before the date of the Hearing. The pre-hearing memorandum of each Respondent shall be delivered not less than 10 days before the date of the Hearing.
15. At the Hearing, the Arbitrators shall consider any evidence as would be admissible in a court of law and any other evidence the Arbitrators consider appropriate to determine the Dispute. Evidence may be presented in written or oral form as the Party presenting the evidence considers appropriate, provided that examinations in chief shall be in writing and that no written statement of any witness shall be accepted by the Arbitrators unless each other adverse Party has been given an opportunity at the Hearing to cross-examine the witness on the information contained in the written statement. The Arbitrators shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of any evidence offered.
16. The Arbitrators shall have the right to exclude any witness from the Hearing during the testimony of any other witness.
17. Despite sub-section 28(1) of the Arbitration Act, the Arbitrators shall not, without the written consent of all Parties, retain any expert.

AWARDS

18. The Arbitrators may make preliminary, interim, interlocutory partial and final awards. Any award shall be considered to be validly made if it is approved by the majority of the Arbitrators. An award may grant any remedy or relief which the Arbitrators consider just and equitable and consistent with the intentions of the Parties under the Agreement. The Arbitrators shall state in the award whether or not the Arbitrators view the award as final or interim, for purposes of any judicial proceedings in connection with such award. Subject to section 39 of the Arbitration Act, the Arbitrators' final award shall be made within 30 days of the conclusion of the Hearing.
19. All awards for the payment of money shall include interest calculated in accordance with the terms of the Agreement.
20. All awards shall be in writing and shall state reasons.
21. The Arbitrators may apportion the costs of the arbitration, including the reasonable fees and disbursements of the Arbitrators and the legal costs and disbursements of the Parties, between or among the Parties in such manner as the Arbitrators consider reasonable. In determining the allocation of these costs, the Arbitrators shall invite submissions as to costs and may consider, among other things, the outcome of the dispute, any offer of settlement made by any Party during the course of the arbitration, the good faith of the Parties and the encouragement of and participation in good faith discussions to resolve the Dispute.
22. Executed copies of all awards shall be delivered by the Arbitrators to the Parties as soon as is reasonably possible.
23. Any appeal brought by the parties from an award of the Arbitrators as provided in Article 9.2 hereof shall be commenced within 30 days after receipt by the parties of the award in question and shall be processed in accordance with the applicable rules as set out in Ontario's Rules of Civil Procedure.
24. Once an award is not subject to any right of appeal, the Parties shall undertake to satisfy it without delay.

ADDITIONAL MATTERS

25. All case conferences and Hearings shall be conducted in Toronto, Ontario in the English language.
26. All notices or other communications required or permitted to be given under this schedule to a Party shall be given in the manner specified in section 10.6 of the Agreement. All notices or other communications and all other documents required or permitted by this schedule 9.2 to be given by the Parties to the Arbitrators shall be given in accordance with the Arbitrators' instructions.

SCHEDULE 10.13

ACKNOWLEDGEMENT AND CONSENT

TO: PROVINCE OF ONTARIO

AND TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP (“OFNLP”)

AND TO: ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP (“OFNLP 2008”)

The undersigned, a Limited Partner under OFNLP and OFNLP 2008, hereby acknowledges that:

- (a) It has received and reviewed the Gaming Revenue Sharing and Financial Agreement and the Closing Agreement, including the respective schedules thereto;
- (b) OFNLP and OFNLP 2008 have fully and plainly explained to the undersigned, and afforded the undersigned a full and open opportunity to ask questions of OFNLP and OFNLP 2008 and their respective financial and legal advisors in respect of, the terms and conditions of, and the consequences of OFNLP and OFNLP 2008 executing and delivering, the Gaming Revenue Sharing and Financial Agreement and the Closing Agreement and completing and/or performing the matters contemplated therein and the undersigned fully understands the nature and effect of such documents and the completion and/or performance of such matters; and
- (b) The undersigned hereby fully and freely consents, without influence or compulsion, to the execution and delivery of the Gaming Revenue Sharing and Financial Agreement and the Closing Agreement, and the completion and/or performance of the matters therein, by OFNLP and OFNLP 2008.

(141-G169)

Closing Agreement

February 19, 2008

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

- and -

ONTARIO LOTTERY AND GAMING CORPORATION

- and -

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP

- and -

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP

- and -

INDIAN ASSOCIATIONS CO-ORDINATING COMMITTEE OF ONTARIO INC.

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Schedule 1.1(b)	– 20% Litigation Discontinuance Documentation
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Schedule 1.2	– First Nations in Ontario

CLOSING AGREEMENT

THIS AGREEMENT is made with effect as of the 19th day of February, 2008,

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by **THE MINISTER OF ABORIGINAL AFFAIRS**

(the “**Province**”)

- and -

ONTARIO LOTTERY AND GAMING CORPORATION, a Crown agency established pursuant to the
Ontario Lottery and Gaming Corporation Act, 1999

(“**OLG**”)

- and -

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP, a limited partnership formed under the laws of
the Province of Ontario

(“**OFNLP**”)

- and -

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP, a limited partnership formed under the
laws of the Province of Ontario

(“**OFNLP 2008**”)

- and -

INDIAN ASSOCIATIONS CO-ORDINATING COMMITTEE OF ONTARIO INC., a corporation
established pursuant to the *Canada Corporations Act*

(“**Chiefs of Ontario**”)

RECITALS:

- A. The Province, OLG, OFNLP, OFNLP 2008 and the Chiefs of Ontario wish to enter into the Formal Agreements; and
- B. The Province, OLG, OFNLP, OFNLP 2008 and the Chiefs of Ontario have entered into this Closing Agreement to provide for the formal actions and conditions, and the timing and ordering of such formal actions and conditions, to be completed or satisfied in order for the Formal Agreements to be delivered and to come into full force and effect;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Agreement and the recitals:

- (a) “**20% Litigation**” means the legal action styled as Chiefs of Ontario, et al.-v-Her Majesty the Queen in Right of Ontario, et al (being Court File No. 98-CV-152417CM);
- (b) “**20% Litigation Discontinuance Documentation**” means the Consent including the draft Order for discontinuance, in the form attached as Schedule 1.1(b);

- (c) **“Business Day”** means any day which is not a Saturday, Sunday or a day observed as a statutory holiday in the Province of Ontario under the laws of the Province of Ontario or the federal laws of Canada applicable therein;
- (d) **“Chiefs In Assembly”** means a duly and properly constituted general or special meeting of the duly elected Chiefs of the First Nations in Ontario;
- (e) **“Closing Agreement”** means this Closing Agreement and all schedules attached to this Closing Agreement, in each case as they may be supplemented or amended from time to time, and the expressions **“hereof”**, **“herein”**, **“hereto”**, **“hereunder”**, **“hereby”** and similar expressions refer to this Agreement, and unless otherwise indicated, references to Articles and sections are to the specified Articles and sections in this Closing Agreement;
- (f) **“Closing Date”** means February 19, 2008, being the date upon which the conditions set out in this Agreement in order for the Formal Agreements to come into full force and effect are required to be satisfied;
- (g) **“Closing Time”** means 2:00 p.m. (Toronto time) on the Closing Date;
- (h) **“Consent”** means the consent of the Chiefs of Ontario, OFNLP, the Province and OLG to (i) the discontinuance, with prejudice, of the 20% Litigation, and (ii) in the case of the Chiefs of Ontario and OFNLP, to the obtaining by the Province and OLG of an order discontinuing, with prejudice, the 20% Litigation as contemplated in section 3.6(b);
- (i) **“First Nations In Ontario”** has the meaning attributed to that term in section 1.2;
- (j) **“Formal Agreements”** means the Gaming Revenue Sharing and Financial Agreement, the Mutual Release, the Consent and this Closing Agreement;
- (k) **“Gaming Revenue Sharing And Financial Agreement”** means the Gaming Revenue Sharing and Financial Agreement dated February 19, 2008 among the Province, OLG, OFNLP and OFNLP 2008 as the same may be duly and properly amended, modified, supplemented or restated from time to time;
- (l) **“Mutual Release”** means the release in favour of the Province and OLG by OFNLP and the Chiefs of Ontario of all claims related to the 20% Litigation and the release in favour of OFNLP and the Chiefs of Ontario by the Province and OLG of all claims related to the 20% Litigation, in the form attached as Schedule 1.1(l);
- (m) **“OFN General Partner”** means Ontario First Nations General Partner Inc., the general partner of OFNLP, and includes any successor thereto resulting from any merger, arrangement, amalgamation or other reorganization of or including Ontario First Nations General Partner Inc., or any continuance under the laws of another jurisdiction;
- (n) **“OFN Shareholders’ Agreement”** means the shareholders’ agreement among OFN General Partner and those First Nations in Ontario that are shareholders thereof, dated June 2, 2000, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- (o) **“OFN 2008 General Partner”** means New OFNLP General Partner Limited, the general partner of OFNLP 2008, and includes any successor thereto resulting from any merger, arrangement, amalgamation or other reorganization of or including New OFNLP General Partner Limited, or any continuance under the laws of another jurisdiction;
- (p) **“OFN 2008 Shareholders’ Agreement”** means the shareholders’ agreement among OFN 2008 General Partner and those First Nations in Ontario that are shareholders thereof, dated February 7, 2008, as the same may be duly and properly amended, modified, supplemented or restated from time to time;
- (q) **“OFNLP Limited Partner”** means a First Nation in Ontario which is a limited partner of OFNLP;
- (r) **“OFNLP Partnership Agreement”** means the limited partnership agreement dated June 2, 2000 among the OFNLP Limited Partners and OFN General Partner, as the same may be duly and properly amended, modified, supplemented or restated from time to time;
- (s) **“OFNLP 2008 Limited Partner”** means a First Nation in Ontario which is a limited partner of OFNLP 2008;
- (t) **“OFNLP 2008 Partnership Agreement”** means the limited partnership agreement dated February 7, 2008 among OFNLP 2008 Limited Partners and OFN 2008 General Partner, as the same may be duly and properly amended, modified, supplemented or restated from time to time;
- (u) **“OLGC Act”** means the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario);
- (v) **“Order”** means an order granting leave to discontinue with prejudice, the 20% Litigation, substantially in the form of the draft order comprising part of the 20% Litigation Discontinuance Documentation;
- (w) **“Political Confederacy”** means the board of directors of Indian Associations Co-Ordinating Committee of Ontario Inc.;
- (x) **“Pre-Closing Date”** means the third Business Day preceding the Closing Date;
- (y) **“Pre-Closing Time”** means 2:00 p.m. (Toronto time) on the Pre-Closing Date; and
- (z) **“Unsatisfied Condition”** has the meaning attributed to that term in section 3.1.

1.2 First Nations in Ontario under Agreement

For the purposes of this Closing Agreement, First Nations in Ontario means those near bands or status bands set out in Schedule 1.2.

1.3 Schedules

The following are the schedules attached to this Closing Agreement:

- Schedule 1.1(b) – 20% Litigation Discontinuance Documentation
- Schedule 1.1(l) – Mutual Release
- Schedule 1.2 – First Nations in Ontario

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Closing Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Statutes and Regulations

Any reference in this Closing Agreement to a statute or to a regulation or rule promulgated under a statute or to any provision of a statute, regulation or rule, shall be a reference to that statute, regulation, rule or provision as amended, re-enacted or replaced from time to time.

1.6 Gender and Number

In this Closing Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

1.7 Currency

Except as otherwise expressly provided in this Closing Agreement, all amounts in this Closing Agreement are stated and shall be paid in Canadian currency.

1.8 Entire Agreement

This Closing Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Closing Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Closing Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Closing Agreement, or any amendment or supplement thereto, by any party to this Closing Agreement or its partners, directors, officers, employees or agents, to any other party to this Closing Agreement or its partners, directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Closing Agreement, and none of the parties to this Closing Agreement has been induced to enter into this Closing Agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above.

1.9 Waiver, Amendment

Except as expressly provided in this Closing Agreement, no amendment to or waiver of any provision of this Closing Agreement shall be binding unless executed in writing by each of the parties, in the case of an amendment, or by the waiving party, in the case of a waiver. No waiver of any provision of this Closing Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Closing Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law

This Closing Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 2**CONDITIONS****2.1 Mutual Conditions**

The execution and delivery by, and the performance of the obligations of, each party under the Formal Agreements to which it is a party are subject to the satisfaction of, or waiver of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the benefit of each of the parties):

- (a) The Province shall have obtained all necessary internal approvals and authorizations of the Government of Ontario for the execution and delivery of, and the performance of its obligations pursuant to, those Formal Agreements to which the Province is a party;
- (b) OLG shall have obtained the approval of its board of directors for the due execution and delivery of, and the performance of its obligations pursuant to, those Formal Agreements to which OLG is a party;

- (c) OFNLP shall have obtained the due authorization of the OFNLP Limited Partners, by an extraordinary resolution of the OFNLP Limited Partners duly passed in accordance with the terms of the OFNLP Partnership Agreement, for the due execution and delivery of, and the performance of its obligations under, each of those Formal Agreements to which OFNLP is a party;
- (d) OFNLP 2008 shall have obtained the due authorization of at least two-thirds of the OFNLP 2008 Limited Partners in accordance with the terms of the OFNLP 2008 Partnership Agreement for the due execution and delivery of, and the performance of its obligations under, each of those Formal Agreements to which OFNLP 2008 is a party;
- (e) OFN General Partner shall have obtained the approval of its board of directors for the due execution and delivery of, and the performance of its obligations under, those Formal Agreements to which OFNLP is a party;
- (f) OFN 2008 General Partner shall have obtained the approval of its board of directors for the due execution and delivery of, and the performance of its obligations under, those Formal Agreements to which OFNLP 2008 is a party;
- (g) The Chiefs of Ontario shall have obtained the due authorization of the Political Confederacy and of the Chiefs in Assembly for the due execution and delivery of, and the performance of its obligations under, those Formal Agreements to which the Chiefs of Ontario is a party;
- (h) Each of the Formal Agreements shall have been duly executed and delivered by each of the parties thereto;
- (i) OFNLP 2008 and OFN 2008 General Partner shall have been duly and properly established, constituted and organized under the laws of the Province of Ontario by OFNLP and Ontario first nations, on terms approved as to form and substance by the Province and its counsel; and
- (j) Any amendments to the OLG Act necessary to implement the Formal Agreements shall have been passed and shall be in full force and effect.

2.2 Conditions for the Benefit of the Province and OLG

The execution and delivery by, and the performance of the obligations of, the Province and OLG under the Formal Agreements to which they are a party are subject to the satisfaction of, or waiver of, at or prior to the Closing Time, each of the following conditions:

- (a) all representations and warranties of each of OFNLP, OFNLP 2008 and the Chiefs of Ontario in this Closing Agreement and any of the Formal Agreements to which they are a party be true and correct as at Closing Time;
- (b) each of OFNLP, OFNLP 2008 and the Chiefs of Ontario shall have duly executed and delivered the documents required to be delivered by OFNLP, OFNLP 2008 and the Chiefs of Ontario, respectively, under sections 3.2 and 3.3; and
- (c) At least two-thirds of the OFNLP Limited Partners shall at the Closing Time be OFNLP 2008 Limited Partners.

2.3 Conditions for the Benefit of OFNLP, OFNLP 2008 and the Chiefs of Ontario

The execution and delivery by, and the performance of the obligations of, OFNLP, OFNLP 2008 and the Chiefs of Ontario under the Formal Agreements to which they are a party are subject to the satisfaction of, or waiver of, at or prior to the Closing Time, each of the following conditions:

- (a) all representations and warranties of each of the Province and OLG in this Closing Agreement and any of the Formal Agreements to which they are a party be true and correct as at Closing;
- (b) Each of the Province and OLG shall have duly executed and delivered the documents required to be delivered by the Province and OLG, respectively, under sections 3.2 and 3.3; and
- (c) OFNLP 2008 shall have received confirmation from the bank identified in the written notification as required by section 2.1(b) of the Gaming Revenue Sharing and Financial Agreement that the bank has received a transfer for credit to the account identified in such notification in the amount specified in section 2.1 of the Gaming Revenue Sharing and Financial Agreement.

ARTICLE 3

SATISFACTION OF CONDITIONS AND CLOSING

3.1 Satisfaction of Conditions

- (a) In the event any condition set forth in section 2.1, 2.2 or 2.3 is not satisfied or waived on or before the Closing Time (an “**Unsatisfied Condition**”), upon written notice by the party having benefit of the Unsatisfied Condition to the other parties, this Closing Agreement and, to the extent previously executed and delivered, the Formal Agreements shall be immediately deemed released from escrow and terminated, whereupon the parties hereto shall be released from all of their liabilities and obligations hereunder and thereunder. Each of the parties shall act in good faith in determining whether or not a condition in its favour has been satisfied.
- (b) If by Closing Time, the party having the benefit of any condition has not given written notice to the parties required to satisfy such condition that such condition has been waived or satisfied, such condition shall be deemed not to have been waived or satisfied.

- (c) If by the Closing Time, each party has satisfied all of the conditions required to be satisfied by it, or those conditions have otherwise been waived in its respect, and has confirmed satisfaction or waiver of the conditions to be satisfied by the other parties hereto, then effective as of the Closing Time, the obligations under the Formal Agreements shall be, and shall continue, in full force and effect.

3.2 Deliveries on Pre-Closing Date

Subject to the terms and conditions hereof, on the Pre-Closing Date and at or prior to the Pre-Closing Time, the following documents shall be delivered and made available for inspection by representatives of each party at the Toronto offices of Torys LLP, counsel for OFNLP 2008:

- (a) Each party thereto shall deliver a copy of the Gaming Revenue Sharing and Financial Agreement duly executed by such party, for each of the parties thereto;
- (b) OFNLP and OFNLP 2008 shall deliver to the Province and OLG:
- (i) the form of Acknowledgement and Consent appended to the Gaming Revenue Sharing and Financial Agreement as Schedule 10.13, duly executed by at least two-thirds of OFNLP Limited Partners as new OFNLP 2008 Limited Partners;
 - (ii) a certificate of status current dated to the Business Day preceding the Pre-Closing Date for OFN General Partner and OFN 2008 General Partner;
 - (iii) the certificates of senior officers of each of OFNLP and OFNLP 2008 respectively, dated as of the Pre-Closing Date, in form and substance reasonably satisfactory to the Province and OLG, as to: (a) the constating documents of OFNLP and OFNLP 2008 and each of their general partners; (b) a resolution of the board of directors of the OFN General Partner and OFN 2008 General Partner authorizing the execution and delivery of the Formal Agreements to which they are a party and the performance of their/its obligations thereunder; and (c) incumbency of the officers and directors of the general partners of each of OFN General Partner and OFN 2008 General Partner and signatures of officers thereof executing the Formal Agreements; and
 - (iv) written notification as required by section 2.1(b) of the Gaming Revenue Sharing and Financial Agreement of the account information of OFNLP 2008 at such major chartered bank in Canada, including the name of the account, the number of the account, the name, address and transit number of the bank maintaining the account and, if applicable, the same information for an intermediary bank, if such arrangements are used in respect of such wire-transfers;
- (c) Chiefs of Ontario shall deliver to the Province and OLG:
- (i) a certificate of status for the Chiefs of Ontario current dated to the Business Day preceding the Pre-Closing Date; and
 - (ii) the certificate of a senior officer of the Chiefs of Ontario, dated as of the Pre-Closing Date, in form and substance reasonably satisfactory to the Province and OLG, as to: (a) the constating documents of the Chiefs of Ontario; (b) a resolution of the board of directors of the Chiefs of Ontario authorizing the execution and delivery of the Formal Agreements to which it is a party and the performance of their/its obligations thereunder; and (c) incumbency of the officers and directors of the Chiefs of Ontario and signatures of the officers thereof executing the Formal Agreements.

3.3 Deliveries on Closing Date

Subject to the terms and conditions hereof, on the Closing Date and at or prior to the Closing Time, the following documents shall be delivered and made available for inspection at the Toronto offices of Torys LLP, counsel for OFNLP 2008:

- (a) OFNLP, OFNLP 2008 and the Chiefs of Ontario shall deliver to each of the Province and OLG a certificate from a director or senior officer of OFN General Partner, OFN 2008 General Partner and the Political Confederacy, respectively, certifying that to the best of such director's or senior officer's knowledge, information and belief (after due inquiry) that as at the Closing Time all of the representations and warranties of OFNLP, OFNLP 2008 and the Chiefs of Ontario, respectively, are true and correct in all respects as if made at and as of the Closing Time and each of OFNLP, OFNLP 2008 and the Chiefs of Ontario, respectively, have observed or performed in all respects each of the obligations, covenants and agreements that it must observe or perform at or before the Closing Time pursuant to the terms of this Closing Agreement;
- (b) each of the Province and OLG shall deliver to each of OFNLP, OFNLP 2008 and the Chiefs of Ontario a certificate from a senior officer of the Province or OLG, respectively, certifying that to the best of such senior officer's knowledge, information and belief (after due inquiry) that as at the Closing Time all of the representations and warranties of the Province or OLG, respectively, are true and correct in all respects as if made at and as of the Closing Time and Province and OLG, respectively, have observed or performed in all respects each of the obligations, covenants and agreements that it must observe or perform at or before the Closing Time pursuant to the terms of this Closing Agreement;
- (c) The Chiefs of Ontario, OFNLP, the Province and OLG shall each duly execute and deliver the 20% Litigation Discontinuance Documentation and the Mutual Release;
- (d) A party waiving the performance for its benefit of any of the obligations of another party shall deliver a waiver in accordance with section 1.9; and
- (e) Each party hereto shall deliver a copy of the Closing Agreement, duly executed by such party, for each of the parties hereto.

3.4 Escrow

All documents contemplated in sections 3.2 and 3.3 shall be considered to have been delivered simultaneously, shall be held by Torys LLP, counsel for OFNLP 2008, in escrow and shall not be considered to have been delivered until all such documents have been executed and delivered and all conditions in this Agreement have been satisfied or waived. Execution of the Closing Agreement shall be conclusive evidence that all documents have been released from escrow and that Closing has been completed at the Closing Time.

3.5 Deliveries Post Closing

Subject to the terms and conditions hereof, on the first Business Day following the Closing Date:

- (a) OFNLP and OFNLP 2008 shall deliver to the Province and OLG a certificate of status current dated the Closing Date for OFN General Partner and OFN 2008 General Partner, and
- (b) Chiefs of Ontario shall deliver to the Province and OLG a certificate of status for the Chiefs of Ontario current dated to the Closing Date.

3.6 Discontinuance, With Prejudice, of the 20% Litigation

- (a) The Chiefs of Ontario and OFNLP covenant that they shall as soon as practicable after Closing attend the Courts and use all reasonable efforts to obtain the Order, and deliver copies of the Order, forthwith upon issuance, to the Province and OLG.
- (b) If within 30 days after Closing the Chiefs of Ontario and OFNLP have failed to attend at the Courts and/or to obtain from the Courts the duly issued Order, then the Province and OLG shall be entitled to attend the Courts to obtain the Order in reliance upon the Consent, and shall be entitled to reimbursement by OFNLP of all reasonable legal costs incurred by the Province and OLG in attending and obtaining the Order.
- (c) As soon as practicable after obtaining, or being provided by the Province or OLG with a copy of, the Order, the Chiefs of Ontario and OFNLP shall serve and file a notice of discontinuance of the 20% Litigation in accordance with the Order and the *Rules of Civil Procedure*.

ARTICLE 4**REPRESENTATIONS AND WARRANTIES****4.1 By OFNLP**

OFNLP and OFN General Partner, as general partner of OFNLP, represent and warrant to the Province and OLG as follows and acknowledge that the Province and OLG are relying on such representations and warranties in entering into this Closing Agreement and performing their respective obligations hereunder:

- (a) OFN General Partner is a corporation duly incorporated and organized and validly existing under the laws of the Province of Ontario and is the general partner of OFNLP.
- (b) The First Nations in Ontario that are shareholders of OFN General Partner own beneficially and directly all of the issued and outstanding shares of OFN General Partner.
- (c) OFNLP is a limited partnership duly formed and validly existing under the laws of the Province of Ontario.
- (d) The First Nations in Ontario that are limited partners of OFNLP own beneficially and legally all of the limited partnership units of OFNLP.
- (e) Each of OFNLP and OFN General Partner has all necessary capacity, corporate and/or partnership power and authority to enter into and to carry out the provisions of this Closing Agreement, the Mutual Release and the Consent on its own behalf and on behalf of OFNLP and the OFNLP Limited Partners and this Closing Agreement, the Mutual Release and the Consent have been duly authorized, executed and delivered by OFNLP and constitute legal, valid and binding obligations enforceable against OFNLP, and against OFN General Partner as general partner of OFNLP, and against the OFNLP Limited Partners, in accordance with the terms of such Formal Agreements, subject to exceptions as to bankruptcy and the availability of equitable remedies.
- (f) Neither the execution and delivery of this Closing Agreement, the Mutual Release and the Consent by OFNLP and OFN General Partner, nor the performance of or compliance with the terms and conditions of such Formal Agreements by OFNLP and OFN General Partner, conflict with or will result in a breach of any of the terms, conditions or provisions of, or constitutes a default under, the constating documentation of either of OFN General Partner or OFNLP, including the OFNLP Partnership Agreement, the OFN Shareholders' Agreement, or any other agreement or instrument to which either of them is a party or by which either of them is bound.

4.2 By OFNLP 2008

OFNLP 2008 and OFN 2008 General Partner, as general partner of OFNLP 2008, represent and warrant to the Province and OLG as follows and acknowledge that the Province and OLG are relying on such representations and warranties in entering into and performing their obligations under this Closing Agreement:

- (a) OFN 2008 General Partner is a corporation duly incorporated and organized and validly existing under the laws of the Province of Ontario and is the general partner of OFNLP 2008.

- (b) The First Nations in Ontario that are shareholders of OFN 2008 General Partner own beneficially and directly all of the issued and outstanding shares of OFN 2008 General Partner.
- (c) OFNLP 2008 is a limited partnership duly formed and validly existing under the laws of the Province of Ontario.
- (d) The First Nations in Ontario that are Limited Partners of OFNLP 2008 own beneficially and directly all of the limited partnership units of OFNLP 2008.
- (e) Each of OFNLP 2008 and OFN 2008 General Partner has all necessary capacity, corporate and/or partnership power and authority to enter into and to carry out the provisions of this Closing Agreement on its own behalf and on behalf of OFNLP 2008 and the OFNLP 2008 Limited Partners and this Closing Agreement has been duly authorized, executed and delivered by OFNLP 2008 and OFN 2008 General Partner on behalf of OFNLP 2008 and constitute legal, valid and binding obligations enforceable against OFNLP 2008, and against OFN 2008 General Partner as general partner of OFNLP 2008, and against the OFNLP 2008 Limited Partners, in accordance with the terms of such Formal Agreements, subject to exceptions as to bankruptcy and the availability of equitable remedies.
- (f) Neither the execution and delivery of this Closing Agreement by OFNLP 2008 and OFN 2008 General Partner on behalf of OFNLP 2008, nor the performance of or compliance with the terms and conditions of such Formal Agreements by OFNLP 2008 and OFN 2008 General Partner on behalf of OFNLP 2008, conflicts with or will result in a breach of any of the terms, conditions or provisions of, or constitutes a default under, the constating documentation of either of OFNLP 2008 or OFN 2008 General Partner, including the OFNLP 2008 Partnership Agreement, the OFN 2008 Shareholders' Agreement, or any other agreement or instrument to which either of them is a party or by which either of them is bound.

4.3 By the Chiefs of Ontario

The Chiefs of Ontario, represent and warrant to the Province and OLG as follows and acknowledge that the Province and OLG are relying on such representations and warranties in entering into and performing its obligations under this Closing Agreement:

- (a) The Chiefs of Ontario is a not-for profit company incorporated under the federal laws of Canada by the First Nations in Ontario and Mnjikaning First Nation under the name "Indian Associations Co-Ordinating Committee of Ontario Inc." and acts as secretariat on behalf of the Chiefs of the First Nations in Ontario;
- (b) The Chiefs of Ontario is a corporation duly incorporated and organized and validly existing under the federal laws of Canada;
- (c) The Chiefs of Ontario has all necessary capacity, corporate power and authority to enter into and to carry out the provisions of this Closing Agreement, the Mutual Release and the Consent on its own behalf and on behalf of the First Nations in Ontario and such Formal Agreements have been duly authorized, executed and delivered by the Chiefs of Ontario and constitute legal, valid and binding obligations enforceable against the Chiefs of Ontario in accordance with the terms of such Formal Agreements, subject to exceptions as to bankruptcy and the availability of equitable remedies; and
- (d) Neither the execution and delivery of this Closing Agreement, the Mutual Release or the Consent by Chiefs of Ontario, or compliance with the terms and conditions of such Formal Agreements by Chiefs of Ontario, conflicts with or will result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the constating documentation of the Chiefs of Ontario or any other agreement or instrument to which it is a party or by which it is bound.

4.4 By the Province

The Province represents and warrants to OFNLP and OFNLP 2008 and the Chiefs of Ontario, and acknowledges that OFNLP and OFNLP 2008 are relying on such representations and warranties in entering into and performing their obligations under this Closing Agreement, that the Province has all necessary capacity, power and authority to enter into and to carry out the provisions of this Closing Agreement and the Mutual Release and such Formal Agreements have been duly authorized, executed and delivered by the Province and constitute legal, valid and binding obligations enforceable against the Province in accordance with the terms of such Formal Agreements, subject to the *Financial Administration Act* (Ontario), the availability of equitable remedies in favour of the Crown, the limited availability of equitable remedies against the Crown, the *Proceedings Against the Crown Act* (Ontario) and the limitations with respect to the enforcement of remedies against sovereign entities and their agencies, including the qualifications that a court of Ontario may not grant an injunction, against the Province, make an order for specific performance, make an order for recovery or delivery of real or personal property or issue execution or attachment or process in the nature thereof other than garnishment in limited circumstances.

4.5 By OLG

OLG represents and warrants to OFNLP and OFNLP 2008 and the Chiefs of Ontario as follows and acknowledges that OFNLP and OFNLP 2008 are relying on such representations and warranties in entering into and performing their obligations under this Closing Agreement:

- (a) OLG is a Crown agency duly established and organized under the laws of the Province of Ontario.
- (b) OLG has all necessary capacity, power and authority to enter into and to carry out this Closing Agreement and the Mutual Release and such Formal Agreements have been duly authorized, executed and delivered by OLG and constitute legal, valid and binding obligations enforceable against OLG in accordance with the terms of such Formal Agreements, subject to the availability of equitable remedies and the *Proceedings Against the Crown Act* (Ontario), including the qualifications that a court of Ontario may not grant an injunction, against the Province, make an order for specific performance, make an order for recovery or delivery of real or personal property or issue execution or attachment or process in the nature thereof other than garnishment in limited circumstances.
- (c) Neither the execution and delivery of this Closing Agreement or the Mutual Release nor the performance of or compliance with the terms and conditions of such Formal Agreements by OLG will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the constating documentation of OLG, including the OLG Act and the regulations thereunder.

4.6 Investigations

Any investigation by a party and/or its third party advisors shall not mitigate, diminish or affect the representations and warranties of any other party.

4.7 Survival

The representations and warranties of each of the Province, OLG, OFNLP, OFNLP 2008 and the Chiefs of Ontario contained in this Closing Agreement or any Formal Agreement to which it is a party shall survive the Closing without time limit.

ARTICLE 5**GENERAL PROVISIONS****5.1 Non Derogation**

Nothing in this Agreement shall abrogate or derogate from the application and operation of Section 35 of the *Constitution Act, 1982* to or in respect of any aboriginal or treaty rights.

5.2 Assignment

Neither this Closing Agreement nor any of the rights, interests or obligations under this Closing Agreement may be assigned by any party.

5.3 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. Notices and other communications shall be addressed as follows:

(a) if to OFNLP:

78 1st Line Road
New Credit Commercial Plaza
Suite 204 R.R. #6
Hagersville ON N0A 1H0

Telecopier: 905-768-7667
Attention: General Manager

(b) if to OFNLP (2008):

78 1st Line Road
New Credit Commercial Plaza
Suite 204
R.R. #6
Hagersville ON N0A 1H0

Telecopier: 905-768-7667
Attention: General Manager

(c) if to the Province:

Ministry of Aboriginal Affairs
720 Bay Street
4th Floor
Toronto ON M5G 2K1

Telecopier: (416) 314-1165
Attention: Deputy Minister

(d) if to OLG:

4120 Yonge Street
Suite 420
Toronto ON M2P 2B8

Telecopier: (416) 224-7000
Attention: Chief Executive Officer

(e) if to the Chiefs of Ontario:

Fort William First Nation
RR #4
Suite 101
90 Anemki Drive
Fort William First Nation Office Complex
Thunder Bay, ON P7J 1A5

Attention: Regional Chief
Telecopier number: 807-626-9404

Notwithstanding the foregoing, any notice or other communication required or permitted to be given by any party pursuant to or in connection with any dispute resolution procedures contained herein or in any Schedule hereto may be delivered only by hand.

5.4 Time of Essence

Time is of the essence of this Closing Agreement.

5.5 Further Assurances

Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Closing Agreement.

5.6 Counterparts

This Closing Agreement and any other agreements or documents to be provided hereunder, where applicable, may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Closing Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO, as represented by THE MINISTER
OF ABORIGINAL AFFAIRS**

**ONTARIO LOTTERY AND GAMING
CORPORATION**

by: _____
Name:
Title:

by: _____
Name:
Title:

**ONTARIO FIRST NATIONS LIMITED
PARTNERSHIP by its general partner,
ONTARIO FIRST NATIONS GENERAL
PARTNER INC.**

by: _____
Name:
Title:

by: _____
Name:
Title:

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP by its general partner, NEW OFNLP GENERAL PARTNER LIMITED

by: _____
Name:
Title:

by: _____
Name:
Title:

INDIAN ASSOCIATIONS CO-ORDINATING COMMITTEE OF ONTARIO INC.

by: _____
Name:
Title:

by: _____
Name:
Title:

Schedule 1.1(b)

Court File No. 98-CV-152417CM

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHIEFS OF ONTARIO
and ONTARIO FIRST NATIONS LIMITED PARTNERSHIP
together suing in a representative capacity, on behalf of
133 First Nations in Ontario

Plaintiffs

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
THE ONTARIO LOTTERY AND GAMING CORPORATION
and CHIPPEWAS OF MNJIKANING FIRST NATION

Defendants

C O N S E N T

The Plaintiffs, Chiefs of Ontario and Ontario First Nations Limited Partnership, together suing, in a representative capacity on behalf of 133 First Nations in Ontario (listed in Schedule A to the Fresh Statement of Claim), and the Defendants, Her Majesty the Queen in right of Ontario and the Ontario Lottery and Gaming Corporation (together, the "Consenting Defendants"), by their respective solicitors, consent to an Order (the "Order"):

- a) that the Plaintiffs and Consenting Defendants are bound by the Mutual Release, once executed, and shall abide by the terms thereof;
- b) granting the Plaintiffs leave to discontinue this action in its entirety against the Consenting Defendants, with prejudice, and without costs;
- c) granting the Plaintiffs leave to discontinue this action in its entirety against the Defendant Chippewas of Mnjikaning First Nation ("MFN"), with prejudice, with any claim by MFN to costs of this action to be dealt with in the action referenced as Court File No. 01-CV-219345CM in the Ontario Superior Court of Justice; and
- d) declaring that, in accordance with rule 23.04(1) of the *Rules of Civil Procedure*, discontinuance of this action is a defence to a subsequent action,

in the form attached as Schedule A hereto.

The Plaintiffs further consent to the Consenting Defendants (or either of them) attending to obtain the grant of the Order in the event that the Plaintiffs have failed to do so on or before the date that is 30 days after the execution of this Consent.

Each of the Plaintiffs and the Consenting Defendants by their respective solicitors hereby affirms that it is not a party under disability.

February 12, 2008

TORYS LLP
Solicitors for the Plaintiffs

February 12, 2008

ATTORNEY GENERAL FOR ONTARIO
Of Counsel for the Defendant, Her Majesty the
Queen in right of Ontario

February 12, 2008

DAVIES WARD PHILLIPS & VINEBERG LLP
Solicitors for the Defendant, Ontario Lottery
and Gaming Corporation

Schedule "A"

Court File No. 98-CV-152417CM

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.) WEDNESDAY, THE 13th
JUSTICE GANS)
) DAY OF FEBRUARY, 2008

B E T W E E N:

CHIEFS OF ONTARIO
and ONTARIO FIRST NATIONS LIMITED PARTNERSHIP,
together suing, in a representative capacity, on behalf of 133 First Nations in Ontario,
set out hereto in Schedule "A"

Plaintiffs

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
THE ONTARIO LOTTERY AND GAMING CORPORATION
and CHIPPEWAS OF MNJIKANING FIRST NATION

Defendants

ORDER

THIS MOTION, made by the plaintiffs, Chiefs of Ontario and Ontario First Nations Limited Partnership, together suing, in a representative capacity, on behalf of 133 First Nations in Ontario (listed in Schedule A to this Order), for an order:

- a) that the plaintiffs and the defendants Her Majesty the Queen in right of Ontario ("Ontario") and Ontario Lottery and Gaming Corporation ("OLG") are bound by the Mutual Release, once executed, and shall abide by the terms thereof;
- b) granting the plaintiffs leave to discontinue this action in its entirety against Ontario and OLG, with prejudice, and without costs;
- c) granting the plaintiffs leave to discontinue this action in its entirety against the defendant Chippewas of Mnjikaning First Nation ("MFN"), with prejudice, with any claim by MFN to costs of this action to be dealt with in the action referenced as Court File No. 01-CV-219345CM in the Ontario Superior Court of Justice; and
- d) declaring that, in accordance with rule 23.04(1) of the *Rules of Civil Procedure*, discontinuance of this action is a defence to any subsequent action,

was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the Consent executed by all parties to this action except the Defendant MFN, filed, the Gaming Revenue Sharing and Financial Agreement appended to this order as Appendix "A", filed, the Closing Agreement appended to this order as Appendix "B", filed, and the Mutual Release appended to this order as Appendix "C", filed,

AND UPON HEARING the submissions of counsel for all parties,

1. THIS COURT ORDERS that the plaintiffs and the defendants Ontario and OLG are bound by the Mutual Release, once executed, and shall abide by the terms thereof.
2. THIS COURT ORDERS that the plaintiffs are granted leave to discontinue this action in its entirety against Ontario and OLG, with prejudice and without costs.
3. THIS COURT ORDERS that the plaintiffs are granted leave to discontinue this action in its entirety against the defendant MFN, with prejudice, except that any claim by MFN to costs of this action shall be dealt with in the action referenced as Court File No. 01-CV-219345CM in the Ontario Superior Court of Justice.
4. THIS COURT DECLARES that discontinuance of this action shall constitute a complete defence to any subsequent action or other proceeding raising any claim or demand, or seeking any form of relief by the plaintiffs (including, for certainty, the 133 First Nations set out hereto on Schedule A or any of them or any successor or assign), arising out of the circumstances or any subject matter that was, or could have been, raised in this action by the plaintiffs.
5. THIS COURT ORDERS that this order shall take effect only upon closing on the Closing Date set out in the Closing Agreement.
6. THIS COURT ORDERS that there be no costs of the motion.

Justice, Superior Court of Justice

SCHEDULE A

FIRST NATIONS IN ONTARIO

- 1 Alderville First Nation
- 2 Algonquins of Pikwakanagan First Nation
- 3 Animbiigoo Zaagi'igan Anishinaabek First Nation (Lake Nipigon Ojibway)
- 4 Anishinaabeg of Naongashiing (Big Island)
- 5 Aroland First Nation
- 6 Attawapiskat First Nation
- 7 Bearskin Lake First Nation
- 8 Beausoleil First Nation (Christian Island)
- 9 Beaverhouse First Nation
- 10 Big Grassy First Nation
- 11 Biinjitiwaabik Zaaging Anishinaabek (Rocky Bay)
- 12 Bkejwanong Territory (Walpole Island)
- 13 Brunswick House First Nation
- 14 Caldwell First Nation
- 15 Cat Lake First Nation
- 16 Chapleau Cree First Nation
- 17 Chapleau Ojibway First Nation
- 18 Aamjiwnaang First Nation (Sarnia), otherwise known as Aamjiwnaang
- 19 Chippewas of Georgina Island
- 20 Chippewas of Kettle & Stony Point
- 21 Chippewas of Nawash (Cape Croker)
- 22 Chippewas of Saugeen
- 23 Chippewas of the Thames
- 24 Constance Lake First Nation
- 25 Couchiching First Nation
- 26 Curve Lake First Nation
- 27 Deer Lake First Nation
- 28 Delaware Nation (Moravian of the Thames)
- 29 Dokis First Nation
- 30 Eabametoong First Nation
- 31 Eagle Lake First Nation
- 32 Flying Post First Nation
- 33 Fort Albany First Nation
- 34 Fort Severn First Nation
- 35 Fort William First Nation
- 36 Garden River First Nation
- 37 Ginoogaming First Nation (Long Lac #77)
- 38 Grassy Narrows First Nation
- 39 Gull Bay First Nation, otherwise known as Kiashke Zaaging Anishinaabek
- 40 Hiawatha First Nation
- 41 Henvey Inlet First Nation
- 42 Hornepayne First Nation
- 43 Iskatewizaagegan No. 39 Independent First Nation
- 44 Kasabonika Lake First Nation
- 45 Kashechewan First Nation
- 46 Kee-Way-Win First Nation
- 47 Kingfisher Lake First Nation
- 48 Kitchenuhmaykoosib Inninuwug (Big Trout Lake)
- 49 Koocheching First Nation
- 50 Lac Des Mille Lacs First Nation
- 51 Lac La Croix First Nation
- 52 Lac Seul First Nation
- 53 Long Lake #58 First Nation
- 54 Magnetawan First Nation
- 55 Marten Falls First Nation
- 56 Matachewan First Nation
- 57 Mattagami First Nation
- 58 McDowell Lake First Nation
- 59 M'Chigeeng First Nation
- 60 Michipicoten First Nation
- 61 Mishkeegogamang First Nation (Osnaburgh)
- 62 Missanabie Cree First Nation
- 63 Mississauga #8 First Nation
- 64 Mississaugas of the New Credit
- 65 Mississaugas of Scugog Island
- 66 Moccreebec Indian Government
- 67 Mohawks of Akwesasne
- 68 Mohawks of the Bay of Quinte
- 69 Moose Cree First Nation
- 70 Moose Deer Point First Nation
- 71 Munsee-Delaware Nation

- 72 Muskrat Dam First Nation
- 73 Naicatchewenin First Nation
- 74 Namaygoosisagagun First Nation
- 75 Naotkamegwanning Anishinabe First Nation (Whitefish Bay)
- 76 Neskantaga First Nation (Lansdowne House)
- 77 Taykwa Tagamou Nation (New Post)
- 78 Nibinamik First Nation
- 79 Nicickousemenecaning First Nation
- 80 Nipissing First Nation
- 81 North Caribou Lake First Nation (Weagamow or Round Lake)
- 82 North Spirit Lake First Nation
- 83 Northwest Angle No. 33 First Nation
- 84 Northwest Angle No. 37 First Nation
- 85 Ochiichagwe' Babigo'ining First Nation (Dalles)
- 86 Ojibways of Batehewana (Rankin)
- 87 Ojibways of Onigaming (Sabaskong)
- 88 Ojibways of Pic River (Heron Bay)
- 89 Aundeck Omni Kaning, otherwise known as Ojibways of Sucker Creek
- 90 Oneida Nation of the Thames
- 91 Pays Plat First Nation
- 92 Pic Mobert First Nation
- 93 Pikangikum First Nation
- 94 Poplar Hill First Nation
- 95 Poplar Point First Nation
- 96 Rainy River First Nation
- 97 Red Rock Band
- 98 Sachigo Lake First Nation
- 99 Sagamok Anishnawbek First Nation
- 100 Sand Point First Nation, otherwise known as Bingwi Neyaashi Anishinaabek
- 101 Sandy Lake First Nation
- 102 Saugeen First Nation (Savant Lake)
- 103 Seine River First Nation
- 104 Serpent River First Nation
- 105 Shawanaga First Nation
- 106 Sheguiandah First Nation
- 107 Sheshegwaning First Nation
- 108 Shoal Lake No. 40 First Nation
- 109 Six Nations of the Grand River
- 110 Slate Falls First Nation
- 111 Stanjikoming First Nation
- 112 Temagami First Nation
- 113 Thessalon First Nation
- 114 Wabaseemoong Independent First Nation (Whitedog)
- 115 Wabauskang First Nation
- 116 Wabigoon First Nation
- 117 Wahgoshig First Nation (Abitibi #70)
- 118 Wahnapiatae First Nation
- 119 Wahta Mohawks, otherwise known as Wahta Mohawks (Mohawks of Gibson)
- 120 Wapekeka First Nation
- 121 Wasauksing First Nation (Perry Island)
- 122 Washagamis Bay First Nation, otherwise known as Obashkaandagaang
- 123 Wauzhushk Onigum First Nation (Rat Portage)
- 124 Wawakapewin First Nation
- 125 Webequie First Nation
- 126 Weenusk First Nation (Peawanuk)
- 127 Whitefish Lake First Nation
- 128 Whitefish River First Nation
- 129 Whitesand First Nation
- 130 Whitewater Lake First Nation
- 131 Wikwemikong Unceded First Nation
- 132 Wunnumin Lake First Nation
- 133 Zhiibaahaasing First Nation (Cockburn)

CHIEFS OF ONTARIO et al.	and	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO et al.
Plaintiffs		Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

TORYS LLP
Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, ON M5K 1N2

SHEILA R. BLOCK (LSUC No. 14089N)
Tel: 416.865.7319

JOHN B. LASKIN (LSUC No. 19381B)
Tel: 416.865.7317
Fax: 416.865.7380

Solicitors for the Plaintiffs

CHIEFS OF ONTARIO et al.	and	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO et al.
Plaintiffs		Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

CONSENT

TORYS LLP
Suite 3000
79 Wellington St. W.
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SHEILA R. BLOCK (LSUC No. 14089N)
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Solicitors for the Plaintiffs

SCHEDULE 1.1(1)

MUTUAL RELEASE

FULL AND FINAL MUTUAL RELEASE

THE UNDERSIGNED, CHIEFS OF ONTARIO, incorporated as Indian Associations Co-Ordinating Committee of Ontario Inc., and ONTARIO FIRST NATIONS LIMITED PARTNERSHIP together suing, in a representative capacity, on behalf of 133 First Nations in Ontario listed in Schedule "A" hereto (the "First Nations Parties"), and HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO and ONTARIO LOTTERY AND GAMING CORPORATION (the "Ontario Parties"), for and in consideration of the execution of this release, the payment by the Ontario Parties to the First Nations Parties and by the First Nations Parties to the Ontario Parties of \$2.00 (TWO DOLLARS), the execution of the Gaming Revenue Sharing and Financial Agreement and the Closing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby mutually release, remise and forever discharge each other including the present and former officers, directors, agents, servants, and employees of each of them (and all successors, heirs, executors, estate trustees, administrators and assigns) of and from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which either or any of them, or their respective heirs, executors, estate trustees, administrators, agents, successors and assigns, or any of them, has had, now has or may hereafter have for or by reason of, or in any way arising out of any matters that were raised in or could have been raised by the First Nations Parties in the action referenced as Court File No. 98-CV-152417CM in the Ontario Superior Court of Justice, in which the First Nations Parties are plaintiffs and the Ontario Parties are defendants (the "Action"), including any matters that could have reasonably been raised by the Ontario Parties by way of counterclaim in the Action in relation to 20% of the gross revenues of Casino Rama (the "20% monies").

IN FURTHER CONSIDERATION of the provision by or on behalf of the Ontario Parties of the consideration referred to above, the First Nations Parties do hereby release and forever discharge the Ontario Parties of and from any claim or interest they now have or might in future have to any portion of the monies known as the "20% monies" as claimed from the Ontario Parties by THE CHIPPEWAS OF MNJIKANING FIRST NATION ("MFN") in the action referenced as Court File No. 01-CV-219345CM in the Ontario Superior Court of Justice, in which MFN is plaintiff and the Ontario Parties and the First Nations Parties are defendants.

IT IS FURTHER AGREED that for the consideration referred to above, the First Nations Parties will not make any claim or commence or maintain any action or proceeding against any person or corporation or First Nation or the Crown in which any claim could arise against the Ontario Parties, or either of them, and the Ontario Parties will not make any claim or commence or maintain any action or proceeding against any person or corporation or First Nation in which any claim could arise against the First Nations Parties, or any of them, in either case for contribution or indemnity or any other relief over in relation to the 20% monies as claimed by the First Nations Parties from the Ontario Parties in the Action.

IT IS ACKNOWLEDGED that the consideration referred to above shall not be deemed to represent any admission of liability by any of the parties hereto.

IT IS FURTHER WARRANTED AND ACKNOWLEDGED by the First Nations Parties that they have authority to execute this release on their own behalf and on behalf of all of the 133 First Nations in Ontario listed in Schedule "A" hereto.

IT IS ACKNOWLEDGED that the First Nations Parties have had an opportunity to review this Release and an opportunity to consult with counsel of their choice and they acknowledge that they fully understand all of the terms contained in it, and that the Release is being entered into voluntarily and without duress.

IT IS FURTHER AGREED that this Release shall be deemed to have been made in and shall be construed in accordance with and subject to the laws of the Province of Ontario.

IT IS FURTHER AGREED that this Release may be signed in separate counterparts and shall become effective upon the date of execution by the party that last signs it.

IN WITNESS WHEREOF the parties have caused this Release to be executed by their duly authorized officers.

<p>Dated: February 19, 2008</p> <p>Witness:</p> <p>_____</p>	<p>CHIEFS OF ONTARIO, incorporated as Indian Associations Co-Ordinating Committee of Ontario Inc.</p> <p>By: _____</p> <p>Name: ANGUS TOULOUSE</p> <p>Title: Ontario Regional Chief</p>
<p>Dated: February 19, 2008</p>	<p>ONTARIO FIRST NATIONS LIMITED PARTNERSHIP, by its General Partner, Ontario First Nations General Partner Inc.</p> <p>By: _____</p> <p>Authorized Signing Officer</p>

Dated: February 19, 2008	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO By: _____ Authorized Signing Officer
Dated: February 19, 2008	ONTARIO LOTTERY AND GAMING CORPORATION By: _____ Authorized Signing Officer By: _____ Authorized Signing Officer

SCHEDULE 1.2

FIRST NATIONS IN ONTARIO

1	Aamjiwnaang
2	Alderville First Nation
3	Algonquins of Pikwakanagan
4	Animibiigoo Zaagi'igan Anishinaabek
5	Anishinaabeg of Naongashiing
6	Aroland First Nation
7	Attawapiskat First Nation
8	Aundeck Omni Kaning
9	Bearskin Lake First Nation
10	Beausoleil First Nation
11	Beaverhouse First Nation
12	Big Grassy First Nation
13	Biinjitiwaabik Zaaging Anishinaabek
14	Bingwi Neyaashi Anishinaabek
15	Bkejwanong Territory
16	Brunswick House First Nation
17	Caldwell First Nation
18	Cat Lake First Nation
19	Chapleau Cree First Nation
20	Chapleau Ojibway First Nation
21	Chippewas of Georgina Island
22	Chippewas of Kettle & Stony Point
23	Chippewas of Nawash
24	Chippewas of Saugeen
25	Chippewas of the Thames
26	Constance Lake First Nation
27	Couchiching First Nation
28	Curve Lake First Nation
29	Deer Lake First Nation
30	Delaware Nation
31	Dokis First Nation
32	Eabametoong First Nation
33	Eagle Lake First Nation
34	Flying Post First Nation
35	Fort Albany First Nation
36	Fort Severn First Nation
37	Fort William First Nation
38	Garden River First Nation
39	Ginoogaming
40	Grassy Narrows First Nation
41	Henvey Inlet First Nation
42	Hiawatha First Nation
43	Hornepayne First Nation
44	Iskatewizaagegan No. 39 Independent First Nation
45	Kasabonika Lake First Nation
46	Kashechewan First Nation
47	Keewaywin First Nation
48	Kiashke Zaaging Anishinaabek
49	Kingfisher Lake First Nation
50	Kitchenuhmaykoosib Inninuwug
51	Koocheching First Nation
52	Lac Des Mille Lacs First Nation
53	Lac La Croix First Nation
54	Lac Seul First Nation
55	Long Lake # 58 First Nation
56	Magnetawan First Nation
57	Marten Falls First Nation
58	Matachewan First Nation
59	Mattagami First Nation
60	McDowell Lake First Nation
61	M'Chigeeng First Nation
62	Michipicoten First Nation
63	Mishkeegogamang
64	Missanabie Cree First Nation
65	Mississauga #8 First Nation

66	Mississaugas of Scugog Island
67	Mississaugas of the New Credit
68	MoCreebec Council of the Cree Nation
69	Mohawks of Akwesasne
70	Mohawks of the Bay of Quinte
71	Moose Cree First Nation
72	Moose Deer Point First Nation
73	Munsee Delaware Nation
74	Muskrat Dam First Nation
75	Naicatchewenin
76	Namaygoosisagagun
77	Naotkamegwanning Anishinabe
78	Neskantaga First Nation
79	Nibinamik First Nation
80	Nicickousemenecaning
81	Nipissing First Nation
82	North Caribou Lake First Nation
83	North Spirit Lake First Nation
84	Northwest Angle No. 33 First Nation
85	Northwest Angle No. 37 First Nation
86	Obashkaandagaang
87	Ochiichagwe' Babigo'ining
88	Ojibways of Batchewana
89	Ojibways of Onigaming
90	Ojibways of Pic River
91	Oneida Nation of the Thames
92	Pays Plat First Nation
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123	Wauzhushk Onigum Nation
124	Wawakapewin
125	Webequie First Nation
126	Weenusk First Nation
127	Whitefish Lake First Nation
128	Whitefish River First Nation
129	Whitesand First Nation
130	Whitewater Lake First Nation
131	Wikwemikong Unceded Indian Reserve
132	Wunnumin Lake First Nation
133	Zhiibaahaasing

**Applications to
Provincial Parliament — Private Bills
Demandes au Parlement
provincial — Projets de loi d'intérêt privé**

PUBLIC NOTICE

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly. Copies of the Standing Orders, and the guide "Procedures for Applying for Private Legislation", may be obtained from the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Committees Branch
Room 1405, Whitney Block, Queen's Park
Toronto, Ontario M7A 1A2

Telephone: 416/325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

DEBORAH DELLER,
Clerk of the Legislative Assembly.

(8699) T.F.N.

Applications to Provincial Parliament

NOTICE IS HEREBY GIVEN that on behalf of Carl Napert application will be made to the Legislative Assembly of the Province of Ontario for an Act to revive 2076467 Ontario Inc.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

Dated at Ottawa, Ontario, this 25th day of March, 2008.

MICHAEL BOEHM,
Barrister and Solicitor
on behalf of Carl Napert.

(141-P085) 14, 15, 16, 17

**La Capitale General Insurance inc.
La Capitale assurances générales inc.**

APPLICATION FOR LICENCE

NOTICE IS HEREBY GIVEN, pursuant to section 49 of the Insurance Act (Ontario), that La Capitale General Insurance inc./La Capitale assurances générales inc. has applied to the Superintendent of the Financial Services Commission of Ontario for an insurance license authorizing the company to transact the following classes of insurance in Ontario: Automobile, Boiler and Machinery, Legal Expenses, Liability, Property, Fidelity, Surety.

Dated at Quebec, this 5th day of April 2008.

La Capitale General Insurance Inc.
La Capitale assurances générales Inc.

(141-P096) 15, 16, 17

JOHN STROME, President

**Sheriff's Sale of Lands
Ventes de terrains par le sherif**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice, Thunder Bay Small Claims Court to me directed, against the real and personal property of BRUCE WICKMAN and LINDA C. WICKMAN, Defendants, at the suit of THE TORONTO-DOMINION BANK, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of BRUCE WICKMAN, in and to:

Lots 21 and 22, Plan 523
City of Thunder Bay, District of Thunder Bay
Municipally known as 468 Dewe Avenue, Thunder Bay, Ontario.

The subject property is a three bedroom, 1½ storey style home with a 66' x 100' lot that fronts onto Dewe Avenue. The exterior finish of the property is wood siding with asphalt shingle roofing in average condition. The property contains a detached garage in the rear of the property and driveway.

All of which said right, title, interest and equity of redemption of BRUCE WICKMAN, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at the COURT HOUSE, 277 CAMELOT STREET, THUNDER BAY, ONTARIO, COURT ROOM#3, on WEDNESDAY, MAY 21, 2008 at 10:00 A.M.

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS: Deposit 10% of bid price or \$1,000.00, whichever is greater
Payable at time of sale by successful bidder
To be applied to purchase price
Non-refundable
Ten business days from date of sale to arrange financing and pay balance in full at 277 Camelot St., Thunder Bay.
All payments in cash or by certified cheque made payable to the Minister of Finance.
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.
Other conditions as announced.

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

Pour des renseignements en français composez le 807-343-2700.

Dated at Thunder Bay, this 8th day of April, 2008.

HELENE FOURNIER
Acting Supervisor of Court Operations
277 Camelot St., Thunder Bay, On

(141-P110)

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Federal Court of Canada at Ottawa, Ontario, K1A 0H9 dated May 19th, 2004, Court File No.5536-04 and filed with the Sheriff's Office of the County of Renfrew to me directed, against the real and personal property of DERREK BAZINET, Defendant, I have seized and taken in execution all the right, title, interest and equity of redemption of DERREK BAZINET, Defendant, in and to:

Part of Lot 1, Concession 3, as in R360199, Surface rights only; s/t R196616, Blythfield; Township of Greater Madawaska, being all of PIN 57364-0022(LT).

All of which said right, title, interest and equity of redemption of Derrek Bazinet, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at 297 Pembroke St. E, Pembroke, Ontario, K8A 3K2 on May 21st, 2008 at 11:00 o'clock in the morning.

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS: Deposit 10% of bid price or \$1,000.00, whichever is greater
Payable at time of sale by successful bidder
To be applied to purchase price
Non-refundable
Ten business days from date of sale to arrange financing and pay balance at SHERIFF/ENFORCEMENT OFFICE 297 Pembroke St. E., Pembroke Ontario.
All payments in cash or by certified cheque made payable to the Minister of Finance.
Deed Poll provided by the Sheriff only upon satisfactory payment in full of the purchase price.
Other conditions as announced.

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

Date: April 4, 2008

Sheriff's Office, County of Renfrew,
Superior Court of Justice,
297 Pembroke St. E.,
Pembroke, ON.
K8A 3K2

(141-P111)

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality (or board) and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land(s) to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

The land was previously advertised for a sale to be held on the 2nd day of April, 2008 but the sale was postponed.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

Note: G.S.T. may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender, contact:

www.OntarioTaxSales.ca

or if no internet access available, contact:

MS. CAROL JAMES
Treasurer/Tax Collector
The Corporation of the Township of
Galway-Cavendish & Harvey
701 County Road #36
P.O. Box 820
Bobcaygeon, Ontario K0M 1A0
(705) 738-3800 Ext.228
www.galwaycavendishharvey.ca

(141-P112)

Sale of Lands for Tax Arrears by Public Tender

Ventes de terrains par appel d'offres pour arriéré d'impôt

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWNSHIP OF
GALWAY-CAVENDISH & HARVEY

Take Notice that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on 14 May 2008, at the Municipal Office, 701 County Road #36, P.O. Box 820, Bobcaygeon, Ontario K0M 1A0.

The tenders will then be opened in public on the same day at 3:00 p.m. at the Municipal Office, 701 County Road #36, Bobcaygeon.

Description of Land(s):

Roll No. 15 42 020 303 34301 0000, PIN 28318-0058(LT), PT LT 19-20 CON 18 CAVENDISH AS IN R520151; GAL-CAV AND HAR; SURFACE RIGHTS ONLY. File No. 06-02

Minimum Tender Amount: \$6,533.78

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

CITY OF GREATER SUDBURY

Tenders for the purchase of land(s) as described below may be obtained from the City of Greater Sudbury, Supplies & Services Department, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury or through the City's website at <http://www.greatersudbury.ca/pubapps/tenders/>. Be sure to register to receive addendums. **If you do not register, you will not be notified of properties that have been cancelled and/or removed from the Tax Sale List.**

Take Notice that tenders for the purchase of the land(s) as described below will be received **NO LATER THAN** 3:00 p.m. (Our time), on Thursday, May 15th, 2008, at the Supplies & Services Department, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury, ON. The tenders will then be opened in public on the same day at 3:30 p.m., in Room C-11 at Tom Davies Square.

Description of Land(s):

File #06-31 (Roll #120.002.03000)

5004 Regional Road 55
Denison Twp Con 1 Lot 1 Plan M3
Lot 10 to 15 Lot 21 to 26 Pcl 28216 to 28227 REG
83199.00 SF

Assessed Value: Commercial \$ 146,785.00

Residential \$ 64,215.00

Minimum Tender Amount: \$ 59,084.66

File #06-32 (Roll #120.003.18800)

0 Frank Street
 Graham Twp Con 2 Lot 12 Plan M245
 Lot 100 Pcl 28285 IRREG
 11325.00 SF 51.00 FR
Assessed Value: Residential \$ 3,000.00
Minimum Tender Amount: \$ 3,586.37

File #06-37 (Roll #150.002.05900)

51 Beech Street
 Levack Twp Con 1 Lot 8 Pcl 30586
 Plan M1009 Lots 164 & 165 IRREG
 13571.00 SF 114.00 FR
Assessed Value: Residential \$ 45,500.00
Minimum Tender Amount: \$ 8,241.62

File #06-39 (Roll #160.007.16300)

16 Main Street
 Balfour Twp Con 3 Lot 2 Pcl 13638
 RP 53R5430 Part 1 REG
 4356.00 SF 20.40 FR 199.00 D
Assessed Value: Commercial \$ 99,000.00
Minimum Tender Amount: \$ 39,798.15

File #06-50 (Roll #170.022.02800)

0 Radar Road
 Capreol Twp Con 1 Lot 8 Pcl 17240
 REG
 21780.00 SF 105.00 FR
Assessed Value: Residential \$ 21,500.00
Minimum Tender Amount: \$ 5,877.53

File #06-51 (Roll #170.024.06900)

87 Cote Blvd
 Capreol Twp Con 2 Lot 12 Pcl 42937
 Plan M476 Pt Lot 1 OTHER
 7245.00 SF 59.00 FR 122.80 D
Assessed Value: Commercial \$ 32,000.00
Minimum Tender Amount: \$ 11,805.61

File #06-59 (Roll #210.009.07100)

198 Orell Street
 Garson Twp Con 2 Pt Lot 5 Plan M259
 Lot 47 Pcl 15828 REG
 7500.00 SF 50.00 FR 150.00 D
Assessed Value: Residential \$ 80,000.00
Minimum Tender Amount: \$ 12,350.90

File #06-61 (Roll #210.015.11500)

440 West Bay Road
 MacLennan Twp Con 3 Lot 8 Pcl 8465
 OTHER
 5227.00 SF 100.00 FR 52.72 D
Assessed Value: Residential \$ 93,000.00
Minimum Tender Amount: \$ 12,729.19

File #06-70 (Roll #250.003.25800)

Cleland Twp Con 5 Lot 11 Pcl 51084
 RP 53R15436 Part 1 REG
 9.82 AC
Assessed Value: Residential \$ 9,700.00
Minimum Tender Amount: \$ 4,399.10

File #06-71 (Roll #250.003.28400)

Cleland Twp Con 6 Lot 2 Pcl 46754
 RP 53R8722 Part 2 REG
 6098.40 SF 72.00 FR 210.00 D
Assessed Value: Residential \$ 11,900.00
Minimum Tender Amount: \$ 4,615.35

Tenders must be submitted using the address label sheet provided, in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

The municipality makes no representation regarding the title to or any other matters including any environmental concerns relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

Potential Purchasers must obtain all information regarding these properties on their own and the municipality does not provide an opportunity for potential purchasers to view properties nor is it in a position to provide successful purchasers with a key or vacant possession.

Frequently Asked Questions and Maps of all properties are also posted on the City's website at <http://www.greatersudbury.ca/pubapps/tenders/>.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act.

The successful purchaser will be required to pay the amount tendered plus the accumulated taxes (i.e. the property taxes that have accumulated since the first day of advertising of the land for sale until a successful purchaser is declared) and any relevant federal or provincial taxes that may apply (including land transfer tax and GST). Failure to complete the transaction by the successful bidder will result in the forfeiture of their deposit.

Questions regarding any aspect of this Public Tender Tax Sale must be received in writing via email to Dianne Jones, Supplies & Services Section – dianne.jones@greatersudbury.ca or in writing by fax to (705) 671-8118.

TONY DERRO
 Chief Tax Collector

DARRYL MATHÉ
 Manager of Supplies &
 Services/Purchasing
 Agent

(141-P113)

CITY OF GREATER SUDBURY
 P.O. Box 5000 Stn A
 200 Brady Street
 Sudbury ON P3A 5P3

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF LOYALIST TOWNSHIP

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on Tuesday, May 13, 2008 at the Municipal Office, 263 Main Street, Odessa, Ontario K0H 2H0. The tenders will then be opened in public on the same day at 3:15 p.m. local time at the Municipal Office.

Description of Land(s):

Parcel 1 – Roll No. 1104 010 120 13300 0000

Con 4 Pt Lot 3; Ward 03, formerly Township of Ernestown, now Loyalist Township, County of Lennox and Addington.
Municipal Address: 7057 County Rd. 2
Minimum Tender Amount: \$ 56,364.56

Parcel 2 – Roll No. 1104 030 010 10000 0000

Con SS Pt Lot 1; Ward 01, formerly Township of Amherst Island, now Loyalist Township, County of Lennox and Addington.
Municipal Address: Vacant Land
Minimum Tender Amount: \$ 29,873.40

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

Further information regarding this sale and a copy of the prescribed form of tender are available on the Township website at www.loyalist.ca or by contacting:

ALIDA K. MOFFATT, C.A.
Director of Finance
The Corporation of the Loyalist Township
613 386 7351 ext. 109
263 Main St., P.O. Box 70
Odessa, Ontario K0H 2H0

(141-P114)

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE MUNICIPALITY OF
HASTINGS HIGHLANDS**

Take Notice that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on 14 May 2008, in the Council Chambers at the Municipal Offices, P.O. Box 130, 33011 Highway 62, Maynooth, Ontario K0L 2S0.

The tenders will then be opened in public on the same day at 3:00 p.m. in the Council Chambers at the Municipal Offices, 33011 Highway 62, Maynooth.

Description of Land(s):

Roll No. 12 90 191 020 45825 0000, Part Lot 9, Concession 11, Geographic Township of McClure, Now the Municipality of Hastings Highlands, County of Hastings (No. 21), Designated as Part 45, Reference Plan HSR-134, Right of Way over Part of Lots 9 & 10, Concession 11, Designated as Part 65, Plan HSR-134. File No. 06-05
Minimum Tender Amount: \$3,988.98

Roll No. 12 90 278 015 05991 0000, 1stly: Part Lot 7, Concession 1, designated as Part 1, Plan 21R-7281, Geographic Township of Herschel, Now the Municipality of Hastings Highlands, County of Hastings (No. 21), 2ndly: Part Lot 7, Concession 1, Geographic Township of Herschel, Now the Municipality of Hastings Highlands, County of Hastings (No. 21), Being the Lands in Instrument No. 363422. File No. 06-07
Minimum Tender Amount: \$6,334.70

Roll No. 12 90 374 070 17700 0000, 44 Young St., Part Lot 70, Plan 522, Geographic Township of Montegale, Now the Municipality of Hastings Highlands, County of Hastings (No. 21), Being the Lands in Instrument No. 570822. File No. 06-14
Minimum Tender Amount: \$5,933.48

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality (or board) and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land(s) to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

Note: G.S.T. may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender, contact:

MR. I. CRAIG DAVIDSON
CAO/Clerk-Treasurer
The Corporation of the Municipality of
Hastings Highlands
P.O. Box 130
33011 Highway 62
Maynooth, Ontario K0L 2S0
(613) 338-2811 Ext. 23
www.hastingshighlands.ca

(141-P115)

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWN OF COBALT

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on May 7, 2008, at Town Hall, Cobalt, Ontario P0J 1C0.

The tenders will then be opened in public on the same day at 3:30pm at the Town Hall, Cobalt P0J 1C0

Description of Land(s):

PIN 61388-0141 (LT)
Pcl 16091 SEC SST; PT Mining Location JB4
Coleman PT 12 TER 162; Cobalt;
District of Timiskaming
Minimum Tender Amount: \$ 5,392.26

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

Clerk-Treasurer
The Corporation of the Town of Cobalt
P.O. Box 70 18 Silver Street
Cobalt, Ontario P0J 1C0

(141-P116)

**Publications under Part III (Regulations) of the Legislation Act, 2006
Règlements publiés en application de la partie III (Règlements)
de la Loi de 2006 sur la législation**

2008—04—19

ONTARIO REGULATION 66/08

made under the

ENVIRONMENTAL PROTECTION ACT

Made: March 19, 2008

Filed: March 31, 2008

Published on e-Laws: April 1, 2008

Printed in *The Ontario Gazette*: April 19, 2008

Amending O. Reg. 153/04

(Records of Site Condition — Part XV.1 of the Act)

Note: Ontario Regulation 153/04 has previously been amended. Those amendments are listed in the Table of Current Consolidated Regulations – Legislative History Overview which can be found at www.e-Laws.gov.on.ca.

1. (1) Clauses 5 (2) (a) and (b) of Ontario Regulation 153/04 are revoked and the following substituted:

- (a) the person holds a licence, limited licence or temporary licence under the *Professional Engineers Act*;
- (b) the person holds a certificate of registration under the *Professional Geoscientists Act, 2000* and is a practising member, temporary member or limited member of the Association of Professional Geoscientists of Ontario;

(2) Subsection 5 (5) of the Regulation is revoked.

2. Section 5 of the Regulation is revoked and the following substituted:

Qualified persons, other than risk assessment

5. (1) A person referred to in subsection (2) meets the qualifications to be a qualified person for the purposes of,

- (a) conducting or supervising a phase one environmental site assessment;
- (b) conducting or supervising a phase two environmental site assessment; and
- (c) completing the certifications that must be completed by a qualified person in a record of site condition in respect of a property.

(2) A person meets the qualifications to be a qualified person for the purposes of subsection (1) if,

- (a) the person holds a licence, limited licence or temporary licence under the *Professional Engineers Act*; or
- (b) the person holds a certificate of registration under the *Professional Geoscientists Act, 2000* and is a practising member, temporary member or limited member of the Association of Professional Geoscientists of Ontario.

3. Part III of the Regulation is amended by adding the following section:

Additional purpose of Registry

7.1 For the purpose of paragraph 3 of subsection 168.3 (2) of the Act, the Registry has the purpose of facilitating public access to information respecting qualified persons.

4. (1) Subsection 1 (1) and section 3 come into force on April 1, 2008.

(2) Subsection 1 (2) and this section come into force on the day this Regulation is filed.

(3) Section 2 comes into force on October 1, 2009.

16/08

ONTARIO REGULATION 67/08

made under the

MUNICIPAL ACT, 2001

Made: March 31, 2008

Filed: March 31, 2008

Published on e-Laws: April 1, 2008

Printed in *The Ontario Gazette*: April 19, 2008**TAX MATTERS — REGIONAL MUNICIPALITY OF PEEL****Designation**

1. The Regional Municipality of Peel is designated for 2008 for the purposes of section 310 of the Act.

Delegation

2. (1) If The Regional Municipality of Peel passes a by-law under section 310 of the Act delegating the authority to establish tax ratios for 2008 to its lower-tier municipalities, a lower-tier municipality shall, for 2008,

- (a) use the tax ratios it establishes to calculate, with respect to each local municipality levy of the lower-tier municipality under section 312 of the Act, a separate tax rate on the assessment in each property class in the lower-tier municipality rateable for purposes of the local municipality levy; and
- (b) establish and levy, with respect to each upper-tier levy of The Regional Municipality of Peel under section 311 of the Act, a separate tax rate on the assessment in each property class in the lower-tier municipality rateable for purposes of the upper-tier levy sufficient to raise the lower-tier municipality's portion of the upper-tier levy calculated under section 3.

(2) The tax rates the lower-tier municipality establishes under clause (1) (b) must be in the same proportion to each other as the tax ratios established by the lower-tier municipality for the property classes are to each other.

(3) Subsections 311 (7) to (9) and (22) to (25) of the Act apply with necessary modifications to the tax rates established by the lower-tier municipality under clause (1) (b) as if the lower-tier municipality were an upper-tier municipality.

(4) An upper-tier levy by-law of The Regional Municipality of Peel under section 311 of the Act shall set out a lower-tier municipality's portion of an upper-tier levy calculated under section 3 and shall not establish tax rates to be levied by the lower-tier municipality to raise the lower-tier municipality's portion.

Portion to be raised

3. For the purposes of the upper-tier levy or any special upper-tier levy of The Regional Municipality of Peel under section 311 of the Act, the portion to be raised in each lower-tier municipality shall be as follows:

Mississauga	62.202036%
Brampton	32.850376%
Caledon	4.947588%

Revocation

4. **Ontario Regulation 127/07 is revoked.**

Commencement

5. **This Regulation comes into force on the day it is filed.**

Made by:

JIM WATSON
Minister of Municipal Affairs and Housing

Date made: March 31, 2008.

16/08

ONTARIO REGULATION 68/08
made under the
SAFE DRINKING WATER ACT, 2002

Made: March 19, 2008
Filed: April 1, 2008
Published on e-Laws: April 2, 2008
Printed in *The Ontario Gazette*: April 19, 2008

Amending O. Reg. 188/07
(Licensing of Municipal Drinking Water Systems)

Note: Ontario Regulation 188/07 has not previously been amended.

1. Ontario Regulation 188/07 is amended by adding the following French version:

DÉLIVRANCE DE PERMIS À L'ÉGARD DES RÉSEAUX MUNICIPAUX D'EAU POTABLE

Date — organismes d'exploitation agréés

1. La date à laquelle un permis municipal d'eau potable est délivré pour la première fois au propriétaire d'un réseau municipal d'eau potable est précisée comme étant la date à compter de laquelle le propriétaire doit faire en sorte qu'un organisme d'exploitation agréé soit responsable du réseau en application du paragraphe 13 (1) de la Loi.

Date — directives régissant les plans d'exploitation

2. Le 1^{er} janvier 2009 est prescrit comme étant la date à laquelle le directeur doit, au plus tard, donner des directives régissant la préparation et le contenu des plans d'exploitation des réseaux municipaux d'eau potable en application du paragraphe 15 (1) de la Loi.

Date — copies des plans d'exploitation et demandes de permis

3. (1) Les définitions qui suivent s'appliquent au présent article.

«date limite pour la demande» Date à laquelle le propriétaire d'un réseau municipal d'eau potable doit, au plus tard, demander un permis d'aménagement de station de production d'eau potable et un permis municipal d'eau potable en application de l'article 33 de la Loi. («application date»)

«date limite pour les plans d'exploitation» Date à laquelle le propriétaire d'un réseau municipal d'eau potable doit, au plus tard, fournir une copie de tous les plans d'exploitation du réseau au directeur en application du paragraphe 16 (2) de la Loi. («operational plans date»)

(2) Si le propriétaire d'un ou de plusieurs réseaux municipaux d'eau potable figure dans une annexe du présent règlement, la date énoncée dans le titre de cette annexe est prescrite comme étant la date limite pour la demande et la date limite pour les plans d'exploitation pour ces réseaux.

(3) Malgré le paragraphe (2), si un réseau municipal d'eau potable a plus d'un propriétaire et que deux propriétaires ou plus figurent dans différentes annexes du présent règlement, celle des dates qui est énoncée en premier dans les titres des annexes où figurent les propriétaires est prescrite comme étant la date limite pour la demande et la date limite pour les plans d'exploitation pour ce réseau.

(4) Si une personne figurant dans une annexe du présent règlement transfère à une personne morale constituée en vertu de l'article 203 de la *Loi de 2001 sur les municipalités* la propriété d'un réseau municipal d'eau potable avant la date énoncée dans le titre de cette annexe et que la personne morale ne figure pas dans les annexes du présent règlement, la date énoncée dans le titre de l'annexe dans laquelle l'auteur du transfert figure est prescrite comme étant la date limite pour la demande et la date limite pour les plans d'exploitation pour ce réseau.

(5) Malgré le paragraphe (2), mais sous réserve du paragraphe (4), si le propriétaire d'un réseau municipal d'eau potable change après l'entrée en vigueur du présent article mais avant le 2 juin 2010, le 1^{er} juin 2010 est prescrit comme étant la date limite pour la demande et la date limite pour les plans d'exploitation pour ce réseau même si l'ancien propriétaire s'est conformé au paragraphe 16 (2) ou à l'article 33 de la Loi.

(6) Le 1^{er} juin 2010 est prescrit comme étant la date limite pour la demande et la date limite pour les plans d'exploitation pour chaque réseau municipal d'eau potable auquel les paragraphes (2) à (5) ne s'appliquent pas.

Exemption

4. Les paragraphes 13 (1), 15 (1) et 16 (2) et l'article 33 de la Loi ne s'appliquent pas à un réseau municipal d'eau potable si le paragraphe 31 (1) de la Loi ne s'y applique pas conformément au paragraphe 9 (1) ou (3) du Règlement de l'Ontario 170/03 (Réseaux d'eau potable) pris en application de la Loi ou à l'article 8 du Règlement de l'Ontario 252/05 (Réseaux non résidentiels et réseaux résidentiels saisonniers non municipaux ne desservant aucun établissement désigné) pris en application de la Loi.

ANNEXE 1
1^{ER} JANVIER 2009

Numéro	Propriétaire
1.	Durham, municipalité régionale de
2.	Halton, municipalité régionale de
3.	Hamilton, cité de
4.	Lac Huron, conseil de gestion conjoint du réseau primaire d'approvisionnement en eau du
5.	London, cité de
6.	Niagara, municipalité régionale de
7.	Ottawa, ville d'
8.	Peel, municipalité régionale de
9.	Toronto, cité de
10.	Vaughan, cité de
11.	Waterloo, municipalité régionale de
12.	York, municipalité régionale de

ANNEXE 2
1^{ER} FÉVRIER 2009

Numéro	Propriétaire
1.	Barrie, cité de Barrie
2.	Cambridge, cité de
3.	Grand Sudbury, ville du
4.	Guelph, cité de
5.	Kingston, cité de
6.	Kitchener, cité de
7.	Lambton, conseil de gestion conjoint du réseau d'approvisionnement en eau de la région de
8.	Markham, ville de
9.	Richmond Hill, ville de
10.	St. Catharines, cité de
11.	Thunder Bay, cité de
12.	Windsor, cité de

ANNEXE 3
1^{ER} MARS 2009

Numéro	Propriétaire
1.	Amherstburg, ville d'
2.	Chatham-Kent, municipalité de
3.	Enniskillen, canton d'
4.	Essex, ville d'
5.	Kingsville, ville de
6.	Lakeshore, ville de
7.	Lasalle, ville de
8.	Leamington, municipalité de
9.	Petrolia, ville de
10.	Plympton-Wyoming, ville de
11.	Point Edward, village de
12.	Sarnia, cité de
13.	Southwest Middlesex, municipalité de
14.	St. Clair, canton de
15.	Tecumseh, ville de
16.	Union, conseil de gestion conjoint du réseau d'approvisionnement en eau d'
17.	Warwick, canton de
18.	West Elgin, municipalité de

ANNEXE 4
1^{ER} AVRIL 2009

Numéro	Propriétaire
1.	Aylmer, ville d'
2.	Bluewater, municipalité de
3.	Central Elgin, municipalité de
4.	Dutton-Dunwich, municipalité de
5.	Elgin, conseil de gestion conjoint du réseau primaire d'approvisionnement en eau de la région d'
6.	Lambton Shores, municipalité de
7.	Lucan Biddulph, canton de
8.	Malahide, canton de
9.	Middlesex Centre, municipalité de
10.	North Middlesex, municipalité de
11.	Perth East, canton de
12.	South Huron, municipalité de
13.	Southwold, canton de
14.	St. Marys, ville de
15.	St. Thomas, cité de
16.	Strathroy-Caradoc, canton de
17.	Thames Centre, municipalité de
18.	West Perth, municipalité de

ANNEXE 5
1^{ER} MAI 2009

Numéro	Propriétaire
1.	Bayham, municipalité de
2.	Brant, comté de
3.	Brantford, cité de
4.	Fort Erie, ville de
5.	Grimby, ville de
6.	Haldimand, comté de
7.	Lincoln, ville de
8.	Niagara Falls, cité de
9.	Niagara-on-the-Lake, ville de
10.	Norfolk, comté de
11.	Oxford, comté d'
12.	Pelham, ville de
13.	Port Colborne, cité de
14.	Stratford, cité de
15.	Thorold, cité de
16.	Welland, cité de
17.	West Lincoln, canton de
18.	Wilmot, canton de

ANNEXE 6
1^{ER} JUIN 2009

Numéro	Propriétaire
1.	Arran-Elderslie, municipalité d'
2.	Ashfield-Colborne-Wawanosh, canton d'
3.	Brockton, municipalité de
4.	Central Huron, municipalité de
5.	Georgian Bluffs, canton de
6.	Goderich, ville de
7.	Hanover, ville de
8.	Huron East, municipalité de
9.	Huron-Kinloss, canton de
10.	Kincardine, municipalité de
11.	Meaford, municipalité de
12.	North Huron, canton de
13.	North Perth, municipalité de
14.	Owen Sound, cité d'

Numéro	Propriétaire
15.	Saugeen Shores, ville de
16.	South Bruce Peninsula, ville de
17.	South Bruce, municipalité de
18.	West Grey, municipalité de

ANNEXE 7
1^{ER} JUILLET 2009

Numéro	Propriétaire
1.	Adjala-Tosorontio, canton d'
2.	Centre Wellington, canton de
3.	Clearview, canton de
4.	Collingwood, ville de
5.	East Luther Grand Valley, canton d'
6.	Erin, ville d'
7.	Grey Highlands, municipalité de
8.	Guelph/Eramosa, canton de
9.	Mapleton, canton de
10.	Minto, ville de
11.	Mono, ville de
12.	Orangeville, ville d'
13.	Shelburne, ville de
14.	Southgate, canton de
15.	The Blue Mountains, ville de
16.	Waterloo, cité de
17.	Wellington North, canton de
18.	Woolwich, canton de

ANNEXE 8
1^{ER} AOÛT 2009

Numéro	Propriétaire
1.	Aurora, ville d'
2.	Bradford West Gwillimbury, ville de
3.	East Gwillimbury, ville d'
4.	Essa, canton d'
5.	Georgina, ville de
6.	Innisfil, ville d'
7.	King, canton de
8.	Midland, ville de
9.	New Tecumseth, ville de
10.	Newmarket, ville de
11.	Orillia, cité d'
12.	Oro-Medonte, canton d'
13.	Penetanguishene, ville de
14.	Springwater, canton de
15.	Tay, canton de
16.	Tiny, canton de
17.	Wasaga Beach, ville de
18.	Whitchurch-Stouffville, ville de

ANNEXE 9
1^{ER} SEPTEMBRE 2009

Numéro	Propriétaire
1.	Asphodel-Norwood, canton d'
2.	Bancroft, ville de
3.	Brighton, municipalité de
4.	Cavan-Millbrook-North Monaghan, canton de
5.	Cobourg, ville de
6.	Cramahe, canton de
7.	Hamilton, canton de
8.	Havelock-Belmont-Methuen, canton de

Numéro	Propriétaire
9.	Kawartha Lakes, cité de
10.	Marmora and Lake, municipalité de
11.	Muskoka, municipalité de district de
12.	Parry Sound, ville de
13.	Peterborough, commission des services publics de
14.	Port Hope, municipalité de
15.	Ramara, canton de
16.	Severn, canton de
17.	Smith-Ennismore-Lakefield, canton de
18.	Trent Hills, municipalité de

ANNEXE 10
1^{ER} OCTOBRE 2009

Numéro	Propriétaire
1.	Belleville, cité de
2.	Brockville, cité de
3.	Centre Hastings, municipalité de
4.	Deseronto, ville de
5.	Edwardsburgh/Cardinal, canton d'
6.	Gananoque, ville de
7.	Greater Napanee, ville de
8.	Loyalist, canton de
9.	North Grenville, municipalité de
10.	Perth, ville de
11.	Prescott, ville de
12.	Prince Edward, comté de
13.	Quinte West, cité de
14.	Smiths Falls, ville de
15.	South Dundas, canton de
16.	South Frontenac, canton de
17.	Stirling-Rawdon, canton de
18.	Tweed, municipalité de

ANNEXE 11
1^{ER} NOVEMBRE 2009

Numéro	Propriétaire
1.	Alfred et Plantagenet, canton d'
2.	Arnprior, ville d'
3.	Bonnechere Valley, canton de
4.	Carleton Place, ville de
5.	Casselman, village de
6.	Champlain, canton de
7.	Clarence-Rockland, cité de
8.	Cornwall, cité de
9.	Hawkesbury, ville de
10.	Mississippi Mills, ville de
11.	North Dundas, canton de
12.	North Glengarry, canton de
13.	North Stormont, canton de
14.	Renfrew, ville de
15.	Russell, canton de
16.	South Glengarry, canton de
17.	South Stormont, canton de
18.	La Nation, municipalité de

ANNEXE 12
1^{ER} DÉCEMBRE 2009

Numéro	Propriétaire
1.	Callander, municipalité de
2.	Central Manitoulin, canton de
3.	Deep River, ville de

Numéro	Propriétaire
4.	Falconbridge Limitée
5.	Inco Limitée, Division Ontario d'
6.	Laurentian Valley, canton de
7.	Madawaska Valley, canton de
8.	Markstay-Warren, municipalité de
9.	Mattawa, ville de
10.	North Bay, cité de
11.	Northeastern Manitoulin and the Islands, ville de
12.	Pembroke, cité de
13.	Petawawa, ville de
14.	South River, village de
15.	Temagami, municipalité de
16.	Nipissing Ouest, municipalité de
17.	Whitewater Region, canton de

ANNEXE 13
1^{ER} JANVIER 2010

Numéro	Propriétaire
1.	Black River-Matheson, canton de
2.	Blind River, ville de
3.	Cobalt, ville de
4.	Cochrane, ville de
5.	Elliot Lake, cité d'
6.	Englehart, ville d'
7.	Espanola, ville d'
8.	Hearst, ville de
9.	Iroquois Falls, ville d'
10.	Kapuskasing, ville de
11.	Kirkland Lake, ville de
12.	Sables-Spanish Rivers, canton de
13.	Sault Ste. Marie, cité de
14.	Smooth Rock Falls, ville de
15.	Temiskaming Shores, cité de
16.	Thessalon, ville de
17.	Timmins, cité de

ANNEXE 14
1^{ER} FÉVRIER 2010

Numéro	Propriétaire
1.	Atikokan, canton d'
2.	Chapleau, canton de
3.	Dryden, cité de
4.	Fort Frances, ville de
5.	Greenstone, municipalité de
6.	Hornepayne, canton de
7.	Ignace, canton d'
8.	Kenora, cité de
9.	Manitouwadge, canton de
10.	Marathon, ville de
11.	Michipicoten, canton de
12.	Moosonee, ville de
13.	Nipigon, canton de
14.	Red Lake, municipalité de
15.	Schreiber, canton de
16.	Sioux Lookout, municipalité de
17.	Terrace Bay, canton de

ANNEXE 15
1^{ER} MARS 2010

Numéro	Propriétaire
1.	Alnwick/Haldimand, canton d'
2.	Amaranth, canton d'
3.	Brooke-Alvinston, municipalité de
4.	Chatsworth, canton de
5.	Dawn-Euphemia, canton de
6.	East Garafraxa, canton d'
7.	Galway-Cavendish-Harvey, canton de
8.	Highlands East, municipalité de
9.	Minden Hills, canton de
10.	Morris-Turnberry, municipalité de
11.	Mulmur, canton de
12.	Newbury, village de
13.	Northern Bruce Peninsula, municipalité de
14.	Oil Springs, village d'
15.	Otonabee-South Monaghan, canton d'
16.	Perth South, canton de

ANNEXE 16
1^{ER} AVRIL 2010

Numéro	Propriétaire
1.	Assigniack, canton d'
2.	Billings, canton de
3.	Burk's Falls, village de
4.	Elizabethtown-Kitley, canton d'
5.	Gore Bay, ville de
6.	Killaloe, Hagarty and Richards, canton de
7.	Killarney, municipalité de
8.	Laurentian Hills, ville de
9.	Leeds and the Thousand Islands, canton de
10.	McDougall, municipalité de
11.	Merrickville-Wolford, village de
12.	Montague, canton de
13.	Powassan, municipalité de
14.	Tehkummah, canton de
15.	Westport, village de

ANNEXE 17
1^{ER} MAI 2010

Numéro	Propriétaire
1.	Armstrong, canton d'
2.	Bruce Mines, ville de
3.	Charlton and Dack, municipalité de
4.	Coleman, canton de
5.	Hilton Beach, village de
6.	James, canton de
7.	Johnson, canton de
8.	Larder Lake, canton de
9.	Latchford, ville de
10.	Macdonald, Meredith and Aberdeen Additional, canton de
11.	Matachewan, canton de
12.	McGarry, canton de
13.	Nairn and Hyman, canton de
14.	Spanish, ville de
15.	St. Joseph, canton de
16.	The North Shore, canton de

ANNEXE 18
1^{ER} JUIN 2010

Numéro	Propriétaire
1.	Chapple, canton de
2.	Dubreuilville, canton de
3.	Ear Falls, canton d'
4.	Emo, canton d'
5.	Fauquier-Strickland, canton de
6.	Machin, canton de
7.	Mattice-Val Côté, canton de
8.	Moonbeam, canton de
9.	Oliver Paipoonge, municipalité d'
10.	Opasatika, canton d'
11.	Pickle Lake, canton de
12.	Rainy River, ville de
13.	Red Rock, canton de
14.	Val Rita-Harty, canton de
15.	White River, canton de

2. This Regulation comes into force on the day it is filed.

16/08

ONTARIO REGULATION 69/08
made under the
SAFE DRINKING WATER ACT, 2002

Made: March 27, 2008
Filed: April 1, 2008
Published on e-Laws: April 2, 2008
Printed in *The Ontario Gazette*: April 19, 2008

Amending O. Reg. 453/07
(Financial Plans)

Note: Ontario Regulation 453/07 has not previously been amended.

1. Ontario Regulation 453/07 is amended by adding the following French version:

PLANS FINANCIERS

Obligation de préparer des plans financiers

1. (1) La personne qui demande un permis municipal d'eau potable au titre de l'alinéa 32 (1) b) de la Loi prépare et approuve au préalable à l'égard du réseau des plans financiers qui satisfont aux exigences prescrites à l'article 2.

(2) La personne qui demande, au titre du paragraphe 32 (4) de la Loi, le renouvellement d'un permis municipal d'eau potable prépare et approuve au préalable à l'égard du réseau des plans financiers qui satisfont aux exigences prescrites à l'article 3.

(3) Le directeur peut assortir le permis qu'il délivre en réponse à une demande de permis municipal d'eau potable présentée au titre de l'article 33 de la Loi d'une condition selon laquelle le propriétaire du réseau d'eau potable doit, au plus tard le 1^{er} juillet 2010 ou, si elle lui est postérieure, à la date qui tombe six mois après celle de la délivrance du premier permis relatif à ce réseau, préparer et approuver à l'égard de celui-ci des plans financiers qui satisfont aux exigences prescrites à l'article 3.

(4) Le directeur assortit les permis municipaux d'eau potable auxquels sont apportées des modifications après la présentation de la demande de la condition énoncée au paragraphe (3), si cette condition n'est pas remplie au moment de la modification.

Exigences relatives aux plans financiers : nouveaux réseaux

2. Pour l'application de l'alinéa b) de la définition de «plans financiers» au paragraphe 30 (1) de la Loi, les exigences suivantes sont prescrites à l'égard des plans financiers qui, aux termes du paragraphe 1 (1), doivent satisfaire aux exigences du présent article :

1. Les plans financiers doivent être approuvés au moyen d'une résolution indiquant que le réseau d'eau potable est financièrement viable et adoptée par, selon le cas :
 - i. le conseil municipal, si le propriétaire du réseau d'eau potable est une municipalité,
 - ii. le corps dirigeant du propriétaire du réseau d'eau potable, si celui-ci n'est pas une municipalité et qu'il a un corps dirigeant.
2. Les plans financiers doivent :
 - i. d'une part, comprendre une déclaration indiquant que les répercussions financières du réseau d'eau potable ont été prises en considération,
 - ii. d'autre part, s'appliquer à une période d'au moins six ans.
3. La première année à laquelle le plan financier doit s'appliquer est celle au cours de laquelle il est prévu que le réseau d'eau potable commence à desservir le public.
4. Pour chaque année à laquelle ils s'appliquent, les plans financiers doivent comprendre des détails sur l'exploitation financière prévue du réseau d'eau potable, soit les éléments suivants :
 - i. le total des revenus, ventilés entre les redevances d'eau, les redevances d'utilisation et les autres revenus,
 - ii. le total des charges, ventilées entre les dotations aux amortissements, les intérêts débiteurs et les autres charges,
 - iii. l'excédent ou le déficit annuel,
 - iv. l'excédent ou le déficit accumulé.
5. Le propriétaire du réseau d'eau potable doit :
 - i. sur demande, mettre gratuitement les plans financiers à la disposition des membres du public desservis par le réseau d'eau potable,
 - ii. mettre gratuitement les plans financiers à la disposition des membres du public en les publiant sur Internet s'il a un site Web,
 - iii. aviser le public que les plans financiers sont à sa disposition en application des sous-dispositions i et ii, le cas échéant, de la manière qu'il estime propre à porter cet avis à l'attention des membres du public desservis par le réseau d'eau potable.
6. Le propriétaire du réseau d'eau potable doit remettre une copie des plans financiers au ministère des Affaires municipales et du Logement.

Exigences relatives aux plans financiers : renouvellement de permis

3. (1) Pour l'application de l'alinéa b) de la définition de «plans financiers» au paragraphe 30 (1) de la Loi, les exigences suivantes sont prescrites à l'égard des plans financiers qui, aux termes du paragraphe 1 (2) ou d'une condition dont est assorti un permis municipal d'eau potable au titre du paragraphe 1 (3), doivent satisfaire aux exigences du présent article :

1. Les plans financiers doivent être approuvés au moyen d'une résolution adoptée par, selon le cas :
 - i. le conseil municipal, si le propriétaire du réseau d'eau potable est une municipalité,
 - ii. le corps dirigeant du propriétaire du réseau d'eau potable, si celui-ci n'est pas une municipalité et qu'il a un corps dirigeant.
2. Les plans financiers doivent s'appliquer à une période d'au moins six ans.
3. La première année à laquelle s'appliquent les plans financiers est fixée conformément aux règles suivantes :
 - i. S'ils sont exigés par le paragraphe 1 (2), la première année à laquelle les plans financiers s'appliquent doit être l'année au cours de laquelle le permis municipal d'eau potable en vigueur pour le réseau d'eau potable arriverait autrement à expiration.
 - ii. S'ils sont exigés par une condition dont est assorti un permis municipal d'eau potable au titre du paragraphe 1 (3), la première année à laquelle s'appliquent les plans financiers doit être 2010 ou, si elle est postérieure, l'année de délivrance du premier permis relatif au réseau.
4. Sous réserve du paragraphe (2), pour chaque année à laquelle ils s'appliquent, les plans financiers doivent comprendre ce qui suit :

- i. Les détails de la situation financière prévue du réseau d'eau potable, soit les éléments suivants :
 - A. le total des actifs financiers,
 - B. le passif total,
 - C. la dette nette,
 - D. les actifs non financiers qui correspondent aux immobilisations corporelles, aux immobilisations corporelles en construction, aux stocks de fournitures et aux charges payées d'avance,
 - E. les variations des immobilisations corporelles qui correspondent aux acquisitions, aux dons, aux dépréciations et aux aliénations.
- ii. Les détails de l'exploitation financière prévue du réseau d'eau potable, soit les éléments suivants :
 - A. le total des revenus, ventilés entre les redevances d'eau, les redevances d'utilisation et les autres revenus,
 - B. le total des charges, ventilées entre les dotations aux amortissements, les intérêts débiteurs et les autres charges,
 - C. l'excédent ou le déficit annuel,
 - D. l'excédent ou le déficit accumulé.
- iii. Les détails des encaissements et décaissements bruts prévus du réseau d'eau potable, soit les éléments suivants :
 - A. les opérations d'exploitation qui correspondent aux flux de trésorerie liés aux revenus, aux charges d'exploitation et aux frais financiers,
 - B. les opérations en capital qui correspondent au produit de la vente d'immobilisations corporelles et aux flux de trésorerie affectés à l'acquisition d'immobilisations,
 - C. les opérations de placement qui correspondent aux acquisitions et aux aliénations de placements,
 - D. les opérations de financement qui correspondent au produit de l'émission de titres de créance et au remboursement de la dette,
 - E. les variations de la trésorerie et des équivalents de trésorerie au cours de l'année,
 - F. la trésorerie et les équivalents de trésorerie au début et à la fin de l'année.
- iv. Des détails sur la mesure dans laquelle les renseignements visés aux sous-dispositions i, ii et iii se rapportent directement au remplacement de conduites de branchement en plomb, au sens de l'article 15.1-3 de l'annexe 15.1 du Règlement de l'Ontario 170/03 (Réseaux d'eau potable) pris en application de la Loi.

5. Le propriétaire du réseau d'eau potable doit :

- i. sur demande, mettre gratuitement les plans financiers à la disposition des membres du public desservis par le réseau d'eau potable,
- ii. mettre gratuitement les plans financiers à la disposition des membres du public en les publiant sur Internet s'il a un site Web,
- iii. aviser le public que les plans financiers sont à sa disposition en application des sous-dispositions i et ii, le cas échéant, de la manière qu'il estime propre à porter cet avis à l'attention des membres du public desservis par le réseau d'eau potable.

6. Le propriétaire du réseau d'eau potable doit remettre une copie des plans financiers au ministère des Affaires municipales et du Logement.

(2) Chacune des sous-sous-dispositions suivantes ne s'applique que si les renseignements qui y sont visés sont connus du propriétaire au moment de la préparation des plans financiers :

- 1. Les sous-sous-dispositions 4 i A, B et C du paragraphe (1).
- 2. Les sous-sous-dispositions 4 iii A, C, E et F du paragraphe (1).

Autre manière de satisfaire aux exigences : plusieurs réseaux d'eau potable

4. Si l'article 3 s'applique aux plans financiers de deux réseaux d'eau potable ou plus qui sont la propriété exclusive d'un seul et même propriétaire, peuvent aussi satisfaire aux exigences prescrites à cet article des plans financiers qui y sont conformes mais dans lesquels ces réseaux sont considérés comme un seul et même réseau d'eau potable.

Modification des plans financiers

5. Les articles 2 et 3 n'ont pas pour effet d'empêcher la modification des plans financiers.

Renseignements supplémentaires

6. Les exigences du présent règlement n'ont pas pour effet d'empêcher quiconque de fournir des renseignements supplémentaires dans les plans financiers préparés afin de satisfaire aux exigences de la Loi.

2. This Regulation comes into force on the day it is filed.

Made by:

Pris par :

Le ministre de l'Environnement,

JOHN PHILIP GERRETSEN
Minister of the Environment

Date made: March 27, 2008.

Pris le : 27 mars 2008.

16/08

ONTARIO REGULATION 70/08

made under the

FOOD SAFETY AND QUALITY ACT, 2001

Made: April 2, 2008

Filed: April 3, 2008

Published on e-Laws: April 4, 2008

Printed in *The Ontario Gazette*: April 19, 2008

Amending O. Reg. 31/05

(Meat)

Note: Ontario Regulation 31/05 has previously been amended. Those amendments are listed in the Table of Current Consolidated Regulations – Legislative History Overview which can be found at www.e-Laws.gov.on.ca.

1. (1) Subsection 1 (1) of Ontario Regulation 31/05 is amended by adding the following definition:

“ante mortem examination” means the examination of a food animal in accordance with Part VIII.2 before the animal is slaughtered;

(2) The definition of “carcass” in subsection 1 (1) of the Regulation is revoked and the following substituted:

“carcass” means the carcass that is derived from a food animal and that is not a farm slaughtered carcass, except if reference is made to a farm slaughtered carcass or a hunted game carcass;

(3) Clause (b) of the definition of “condemn” in subsection 1 (1) of the Regulation is amended by adding the following subclauses:

(v) a farm slaughtered carcass,

(vi) a farm slaughtered product;

(4) Clause (a) of the definition of “contaminated” in subsection 1 (1) of the Regulation is amended by striking out the portion before subclause (i) and substituting the following:

(a) in respect of a food animal, a carcass or part of a carcass derived from a food animal, a meat product, a farm slaughtered carcass, a farm slaughtered product, a hunted game carcass, a hunted game product, an ingredient or another food means,

.

(5) Clause (a) of the definition of “dress” in subsection 1 (1) of the Regulation is amended by striking out the portion before subclause (i) and substituting the following:

- (a) in respect of the carcass of a slaughtered food animal, other than a pig, a bird or an animal mentioned in clause (e), means,

(6) Clause (b) of the definition of “dress” in subsection 1 (1) of the Regulation is amended by striking out the portion before subclause (i) and substituting the following:

- (b) in respect of the carcass of a slaughtered food animal that is a pig, other than a pig mentioned in clause (e), means,

(7) The definition of “dress” in subsection 1 (1) of the Regulation is amended by striking out “and” at the end of clause (c), by adding “and” at the end of clause (d) and by adding the following clause:

- (e) in respect of the carcass of a slaughtered food animal to which section 84.23 applies, means to remove the head and to eviscerate;

(8) The definition of “euthanize” in subsection 1 (1) of the Regulation is amended by striking out “at a slaughter plant”.

(9) The definition of “eviscerate” in subsection 1 (1) of the Regulation is amended by striking out “and” at the end of clause (b) and by revoking clause (c) and substituting the following:

- (c) in respect of the carcass of a slaughtered food animal to which section 84.23 applies, to remove the respiratory, digestive, reproductive and urinary systems of the carcass, including the kidneys, and the other thoracic and abdominal organs, and
- (d) in respect of a carcass not described in clause (a), (b) or (c), to remove the respiratory, digestive, reproductive and urinary systems of the carcass, except the kidneys, and the other thoracic and abdominal organs;

(10) Subsection 1 (1) of the Regulation is amended by adding the following definitions:

“examination stamp” means an examination stamp issued to an examiner under Part III.1;

“examiner” means a person who holds a valid certificate as an examiner under Part III.1;

“farm slaughtered carcass” means a carcass of a food animal that was slaughtered on the premises of the producer of the animal, that has been approved to enter a meat plant in accordance with Part VIII.2 and that has been delivered to a meat plant, and includes any part of such carcass;

“farm slaughtered product” means a product that is intended for human consumption and is derived in whole or part from a farm slaughtered carcass;

(11) The definition of “freestanding meat plant” in subsection 1 (1) of the Regulation is amended by striking “or” at the end of clause (c) and by adding the following clause:

- (c.1) farm slaughtered carcasses are skinned, and farm slaughtered carcasses and products are processed, handled, stored, packaged and labelled, or

(12) The definition of “hazard” in subsection 1 (1) of the Regulation is revoked and the following substituted:

“hazard” means a biological, chemical or physical agent or factor, a condition of a food or an agricultural commodity or the environment in which a food or an agricultural commodity is produced, processed, handled or stored, if the agent, factor, condition or environment, as the case may be, may directly or indirectly cause the food or agricultural commodity to be unsafe for human consumption in the absence of its control;

(13) The definition of “inedible material” in subsection 1 (1) of the Regulation is amended by striking out “or” at the end of clause (a), by adding “or” at the end of clause (b) and by adding the following clause:

- (c) a farm slaughtered carcass or farm slaughtered product that is not intended for, or is not permitted under this Regulation, to be returned to the producer of the carcass for use as food, whether or not the material is condemned material;

(14) The definition of “meat” in subsection 1 (1) of the Regulation is amended by adding at the end “or, except if reference is made to meat derived from farm slaughtered carcasses, any product that is derived in whole or in part from a farm slaughtered carcass”.

(15) The definition of “meat by-product” in subsection 1 (1) of the Regulation is amended by adding “any product that is derived in whole or in part from a farm slaughtered carcass” after “does not include”.

(16) The definition of “meat product” in subsection 1 (1) of the Regulation is amended by striking out the portion after clause (c) and substituting the following:

but does not include inedible material or any product that is derived in whole or in part from a farm slaughtered carcass or a hunted game carcass;

(17) The definition of “mechanically separated meat” in subsection 1 (1) of the Regulation is amended by adding “but does not include any product that is derived in whole or in part from a farm slaughtered carcass” at the end.

(18) Subsection 1 (1) of the Regulation is amended by adding the following definition:

“post mortem examination” means the examination in accordance with Part VIII.2 of a carcass or part of a carcass derived from a food animal after the animal is slaughtered;

(19) The definition of “processing” in subsection 1 (1) of the Regulation is revoked and the following substituted:

“processing”, when used in relation to preparing, for use as food, a carcass or part of a carcass, a meat product, a farm slaughtered carcass, a farm slaughtered product, a hunted game carcass or a hunted game product, means,

(a) adding an anticoagulant to blood, aging, basting, boning, breaking, canning, coating, comminution, cooling, cooking, curing, cutting, dehydrating, emulsifying fabricating, fermenting, freezing, heating, marinating, massaging, pasteurizing, pickling, refrigerating, rinsing, rubbing, salting, slicing, smoking, tenderizing, thermal processing washing and reprocessing of previously processed products, and

(b) any other operation performed to prepare the carcass or part of the carcass, meat product, farm slaughtered carcass, farm slaughtered product, hunted game carcass or a hunted game product for use as food, other than the dressing of a carcass;

(20) The definition of “slaughter plant” in subsection 1 (1) of the Regulation is amended by striking out “or” at the end of clause (d) and by adding the following clause:

(d.1) farm slaughtered carcasses are skinned or farm slaughtered carcasses and products are processed, handled, stored, packaged and labelled, or

(21) The definition of “Category 2 activity” in subsection 1 (2) of the Regulation is amended by striking out “and” at the end of clause (d), by adding “and” at the end of clause (e) and by adding the following clause:

(f) receiving, skinning, cutting, wrapping, freezing farm slaughtered carcasses, grinding meat from farm slaughtered carcasses and processing ham, bacon and sausage from farm slaughtered carcasses that are derived from pigs.

2. Subsections 2 (3) and (4) of the Regulation are revoked.

3. Section 3 of the Regulation is amended by adding the following subsections:

(4) In subsections (5) and (6),

“premises”, in respect of the producer of a food animal from which a carcass or part of a carcass is derived, means the premises of the producer where the animal was raised and slaughtered.

(5) Subsection (1) does not apply to the transport of a carcass or part of a carcass of a food animal to a meat plant operated by a licensee if,

(a) the carcass or the part of it is derived from a food animal that was slaughtered and approved to enter a meat plant in accordance with Part VIII.2;

(b) the carcass or the part of it is transported from the producer’s premises to a meat plant that is operated by a licensee and that a regional veterinarian has approved for the purpose of receiving and processing the carcass or the part of it under Part VIII.3;

(c) the carcass or the part of it is transported to the meat plant only during a time that the operator of the plant has been authorized to receive the carcass or the part of it under Part VIII.3;

(d) the carcass or the part of it is transported to the meat plant by the producer who owned the animal from which the carcass or the part of it is derived at the time of its slaughter or by an examiner; and

(e) the carcass or the part of it is accompanied by a certificate that complies with subsection 84.32 (1).

(6) Subsection (1) does not apply to the distribution by the producer of a carcass, part of a carcass or a meat product derived from a food animal that the producer owned and raised on the producer’s premises if,

(a) the following conditions are met:

(i) the animal has been presented for an ante mortem inspection under Part VIII.1,

(ii) the ante mortem inspection has been conducted and the animal has been approved for slaughter under Part VIII.1,

- (iii) the conditions set out in subsection (7) are met;
- (b) the following conditions are met:
 - (i) the animal has not been presented for an ante mortem inspection under Part VIII.1,
 - (ii) no ante mortem examination of the animal has been conducted in accordance with Part VIII.2,
 - (iii) the conditions set out in subsection (7) are met;
- (c) the following conditions are met:
 - (i) the animal is a head of cattle or a pig,
 - (ii) the animal has not been presented for an ante mortem inspection under Part VIII.1,
 - (iii) an ante mortem examination of the animal has been conducted in accordance with Part VIII.2,
 - (iv) the animal has been approved for post mortem examination or approval for post mortem examination has been refused because the animal has been found unfit to enter a meat plant or, if the animal is a head of cattle, it has been found to be 30 months of age or older,
 - (v) no post mortem examination of the carcass of the animal has been conducted in accordance with Part VIII.2,
 - (vi) the conditions set out in subsection (7) are met; or
- (d) the following conditions are met:
 - (i) the animal is a head of cattle or a pig,
 - (ii) the animal has not been presented for an ante mortem inspection under Part VIII.1,
 - (iii) an ante mortem examination of the animal has been conducted in accordance with Part VIII.2 and the animal has been approved for a post mortem inspection under that Part,
 - (iv) a post mortem examination of the carcass of the animal has been conducted in accordance with Part VIII.2 and the carcass,
 - (A) has been approved to enter a meat plant, or
 - (B) has not been approved to enter a meat plant because it has been found unfit to enter a meat plant or, if the animal is a head of cattle, it has been found to be 30 months of age or older,
 - (v) the conditions set out in subsection (7) are met.
- (7) The conditions mentioned in subsection (6) are the following:
 1. The animal has been slaughtered for consumption by the producer or the producer's immediate family.
 2. The slaughter was performed on the producer's premises by the producer, or if the animal is a head of cattle or a pig, by an examiner.
 3. The carcass, the part of it or the meat product is not removed from the producer's premises and is distributed only to the producer's immediate family on the producer's premises.
 4. The carcass, the part of it or the meat product is consumed only by the producer or the producer's immediate family on the producer's premises.

4. The Regulation is amended by adding the following section:

Farm slaughtered carcasses and products

3.1 (1) In this section,

“premises”, in respect of the producer of a food animal from which a farm slaughtered carcass or part of it is derived, means the premises of the producer where the animal was raised and slaughtered.

(2) No person shall sell to any person a farm slaughtered carcass, part of a farm slaughtered carcass or a farm slaughtered product.

(3) No person shall transport or deliver a farm slaughtered carcass, part of a farm slaughtered carcass or a farm slaughtered product.

(4) Subsection (3) does not apply to a person who,

- (a) transports a farm slaughtered carcass or part of a farm slaughtered carcass from a meat plant that received the carcass or the part of it in accordance with subsection 84 (4) back to the premises of the producer of the animal from which the carcass or the part of it is derived; or

(b) transports a farm slaughtered product from a meat plant that, in accordance with subsection 84 (4), received the farm slaughtered carcass from which the product is derived back to the premises of the producer of the animal from which the carcass is derived.

(5) No person shall distribute to any person a farm slaughtered carcass, part of a farm slaughtered carcass or a farm slaughtered product.

(6) Subsection (5) does not apply to a producer of a food animal who distributes the carcass of the animal or part of the carcass or a farm slaughtered product derived from the carcass only to the producer's immediate family on the producer's premises if the carcass, the part of it or the product is consumed only by the producer or the producer's immediate family on the producer's premises.

5. (1) Subsection 5 (1) of the Regulation is amended by adding the following paragraph:

3.1 The receiving, skinning, cutting, wrapping, freezing of farm slaughtered carcasses, grinding meat derived from farm slaughtered carcasses and processing ham, bacon and sausage from farm slaughtered carcasses that are derived from pigs.

(2) Subsection 5 (2) of the Regulation is amended by adding the following paragraph:

2.1 The receiving, skinning, cutting, wrapping, freezing of farm slaughtered carcasses, grinding meat derived from farm slaughtered carcasses and processing ham, bacon and sausage from farm slaughtered carcasses that are derived from pigs.

6. The Regulation is amended by adding the following Parts:

**PART III.1
CERTIFICATION OF EXAMINERS**

DEFINITION

Definition

12.1 In this Part,

“certificate” means a certificate to act as an examiner issued under this Part.

ISSUANCE OF CERTIFICATES

Requirement for certificate

12.2 No person shall act as an examiner under this Regulation without holding a valid certificate.

Application for certificate

12.3 (1) A director shall issue a certificate to a person who is eligible for the issuance of a certificate and who applies for it.

(2) An applicant is eligible for the issuance of a certificate if the applicant,

- (a) is an individual who is not an inspector;
- (b) has paid the fee required for the application for the certificate;
- (c) has paid the fees required to enrol in the theoretical and practical courses that a director specifies and that provide the necessary training to allow a person to act as an examiner in accordance with the Act and the regulations;
- (d) has successfully completed any other course described in clause (c) that a director has determined is a prerequisite for the courses in which the applicant applies to enrol under that clause;
- (e) is not ineligible, as a result of subsection (4), to enrol in the courses described in clause (c);
- (f) has successfully completed the courses described in clause (c); and
- (g) is not ineligible, as a result of subsection (6), for the issuance of a certificate.

(3) An application for a certificate shall be in a form approved by a director and shall be accompanied by all information and documents that a director requires for the purposes of determining whether the application meets the requirements of this section.

(4) An applicant is not eligible to enrol in a course described in clause (2) (c) if,

- (a) a director has given notice to the applicant under subsection (5);
- (b) the time period for the applicant to request a review under section 12.4 has expired; and
- (c) a director has not rescinded the notice under section 12.4.

- (5) A director may give the notice mentioned in clause (4) (a) if,
- (a) any director has refused to issue a licence for a regulatable activity to the applicant, has refused to renew such a licence or has suspended or revoked such a licence;
 - (b) in connection with a regulatable activity, the applicant has contravened, or has permitted any person under the applicant's control or direction to contravene, the Act, the regulations, any other Act, the regulations under it or any law applying to the carrying on of the activity and the contravention is such that it would be in the public interest to refuse to issue a certificate to the applicant;
 - (c) the applicant has contravened the regulations when exercising powers or performing duties as an examiner and the contravention is such that it would be in the public interest to refuse to issue a certificate to the applicant;
 - (d) any director has refused to issue a certificate to the applicant, has refused to renew such a certificate or has suspended or revoked such a certificate;
 - (e) the director is of the opinion that the past or present conduct of the applicant affords reasonable grounds to believe that the applicant will not act as an examiner in accordance with law; or
 - (f) the director is of the opinion that the applicant has provided false or misleading information in the application for the certificate.
- (6) An applicant is not eligible for the issuance of a certificate if,
- (a) a director has given notice to the applicant under subsection (7);
 - (b) the time period for the applicant to request a review under section 12.4 has expired; and
 - (c) a director has not rescinded the notice under section 12.4.
- (7) A director may give the notice mentioned in clause (6) (a) if,
- (a) any of the circumstances described in any of clauses (5) (a) to (f) applies; or
 - (b) the director is of the opinion that the applicant does not or will not have all of the equipment necessary to act as an examiner.
- (8) A director is not required to hold a hearing or to afford any person an opportunity for a hearing before deciding whether or not to give a notice under subsection (5) or (7).

Review of director's notice

12.4 (1) Within 21 days of being served with a notice mentioned in clause 12.3 (4) (a) or (6) (a), an applicant may request in writing that a director review the notice and may include representations in the request.

(2) Upon receiving a request for a review of the notice, a director shall reconsider the grounds for giving the notice and shall give the applicant a further notice rescinding the original notice if the director is of the opinion that doing so is warranted.

(3) A director is not required to hold a hearing or to afford any person an opportunity for a hearing before deciding whether or not to give a notice of rescission under subsection (2).

(4) A decision of a director on whether or not to give a notice of rescission under subsection (2) is final and binding.

Issuance of certificate

12.5 (1) A certificate shall be in the form approved by a director.

(2) A director may refuse to issue the certificate if the person is not eligible for the issuance of the certificate as a result of subsection 12.3 (2).

(3) Upon refusing to issue a certificate to an applicant for it, a director shall send a written notice of the refusal setting out the reason for the refusal.

(4) A decision of a director to refuse to issue a certificate under subsection (2) is final and binding.

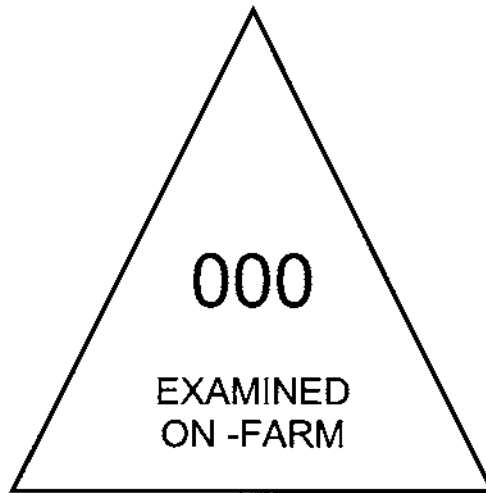
Examination stamp and legend

12.6 (1) Upon issuing a certificate to an examiner, a director shall assign a certificate number and an examination stamp to the examiner.

(2) If an examiner's certificate expires, is suspended, is revoked or if the examiner surrenders his or her certificate, the examiner shall immediately return to a director the examination stamp assigned to the examiner.

(3) Subject to subsections (4) and (5), an examination stamp shall be in the form of the examination legend.

(4) The examination legend shall be in the following form:



(5) The certificate number assigned by a director to an examiner under subsection (1) shall be substituted for the numbers 000 on the examination legend that is reproduced on the examination stamp assigned to the examiner.

(6) The examination legend on an examination stamp shall measure not less than 64 millimetres when measured from the top of the triangle to the mid point of the base.

(7) No person shall reproduce an examination legend or an examination stamp unless the person has the written permission of a director.

(8) No person, other than an examiner, shall use an examination stamp.

(9) No examiner shall use an examination stamp, other than the stamp issued to the examiner, or permit any other person to use the stamp issued to the examiner.

CONDITIONS OF CERTIFICATES

Conditions

12.7 The certificate of an examiner is subject to,

- (a) the conditions that the director who issues the certificate specifies in the certificate; and
- (b) the requirements for an examiner set out in sections 12.8 to 12.10.

Production of copy of certificate

12.8 (1) An examiner shall keep a copy of his or her certificate in a form approved by the director who issued the certificate on his or her person at all times while acting as an examiner.

(2) An examiner shall show the copy of his or her certificate described in subsection (1) on request to a producer of a food animal, an inspector, a regional veterinarian, a veterinary inspector or the operator of licensed meat plant.

Further training

12.9 (1) On the request of a director or a person designated by a director, an examiner shall submit to a reassessment of the examiner's skills and competence to act as an examiner.

(2) A director or a person designated by a director shall perform the reassessment.

(3) A director or the person who performs the reassessment or, if there is no reassessment, a director or a person designated by a director may by written notice require an examiner to enrol in and successfully complete the further theoretical and practical courses that the person who gave the notice specifies if that person is of the opinion that the examiner requires the courses to be able to maintain the ability to act as an examiner in accordance with the Act and the regulations.

(4) An examiner shall enrol in and successfully complete the further courses mentioned in subsection (3) if required to do so under that subsection.

(5) Within 10 days of being served with a notice mentioned in subsection (3), an examiner may request in writing that a director review it and may include representations in the request.

(6) Upon receiving a request for a review of the notice, a director shall reconsider the grounds for giving the notice and shall give the examiner a further notice rescinding the original notice if the director is of the opinion that doing so is warranted.

(7) A director is not required to hold a hearing or to afford the examiner an opportunity for a hearing before deciding whether or not to give a notice of rescission under subsection (6).

(8) A decision of a director on whether or not to give a notice of rescission under subsection (6) is final and binding.

Compliance with powers and duties

12.10 (1) An examiner shall comply with this Regulation when exercising powers or performing duties as an examiner.

(2) At the request of a director, an examiner shall provide copies of the records that the examiner is required to maintain under this Regulation.

RENEWAL, SUSPENSION AND REVOCATION OF CERTIFICATES

Renewal of certificates, no right to hearing

12.11 (1) Subject to subsection (3), a director shall issue a renewal of a certificate to a person who,

- (a) applies for it;
- (b) holds a certificate that has not expired or that is deemed to continue under subsection 12.14 (2);
- (c) has paid the fee required for the application for the renewal;
- (d) has paid the fees required to enrol in the theoretical and practical courses that a director specifies for the purpose of the renewal and that provide the necessary training to allow a person to act as an examiner in accordance with the Act;
- (e) has successfully completed any other course described in clause (d) that a director has determined is a prerequisite for the courses in which the applicant applies to enrol under that clause; and
- (f) has successfully completed the courses described in clause (d).

(2) An application for the renewal of a certificate shall be in a form approved by a director and shall be accompanied by all information and documents that a director requires for the purposes of determining whether the application meets the requirements of this section.

(3) A director may, by notice to the examiner and without a hearing, refuse to renew the certificate of an examiner if the director is of the opinion that the examiner is not eligible for the renewal as a result of subsection (1).

(4) A decision of a director, under this section, to refuse to renew a certificate is final and binding.

Right to hearing

12.12 (1) Subject to subsection (2), a director may refuse to renew the certificate of an examiner or may suspend or revoke it if the director is of the opinion that,

- (a) any of the grounds exist for which the director may give a notice under subsection 12.3 (7) if the examiner were applying for a certificate;
- (b) the examiner has contravened a condition of the certificate, including failing to successfully complete the courses that a director has required the examiner to complete under section 12.9; or
- (c) the examiner is not exercising powers or performing duties as an examiner in a reasonably competent manner or in a humane manner.

(2) A director shall not refuse to renew the certificate or shall not suspend or revoke it unless,

- (a) before doing so, the director serves a written notice on the examiner that,
 - (i) sets out the reason for the director's opinion, and
 - (ii) states that the examiner may request a hearing by a director within 10 days of being served with the notice; and
- (b) the director has held the hearing if the examiner requests one within the required time.

(3) Despite subsection (2), a director may, by notice to the examiner and without a hearing, provisionally suspend the certificate of an examiner if,

- (a) in the director's opinion, it is necessary to do so for the immediate protection of the safety or health of any person or animal or the public; and
- (b) the director so states in the notice and gives reasons for the opinion.

(4) Upon provisionally suspending a certificate, a director shall serve a written notice on the examiner stating that the examiner may request a hearing by a director within 10 days of being served with the notice to determine whether to further suspend or revoke the certificate.

(5) A director shall not further suspend or revoke the certificate unless the director has held the hearing if the examiner requests one within the required time.

(6) If, after a hearing, a director refuses to renew the certificate of an examiner or suspends or revokes it, the director shall give the examiner written notice of the decision and reasons for it.

(7) A decision of a director, under this section, to refuse to renew a certificate or to suspend or revoke a certificate is final and binding.

SURRENDER AND EXPIRY OF CERTIFICATES

Surrender of certificate

12.13 An examiner may surrender his or her certificate at any time.

Expiry of certificates

12.14 (1) A certificate expires on December 31 of the year following the year in which it is issued or renewed.

(2) If, no later than October 31 of the year in which a certificate of an examiner expires, the examiner applies for renewal of the certificate, pays the required fee for the renewal and has complied with the Act and the regulations, the certificate shall be deemed to continue until the examiner has received the decision of a director on the application for renewal.

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PART VII.1 INSPECTIONS AT MEAT PLANTS

Inspection schedule at slaughter plants

57.1 (1) A director may assign one or more inspectors to perform ante mortem or post mortem inspections at a slaughter plant and may establish an inspection schedule that sets out,

- (a) the days and times at which inspectors will normally be assigned to perform inspections at the plant; and
- (b) the number of inspectors who will normally be assigned to perform inspections at any specified time in the schedule.

(2) A director shall not assign inspectors under subsection (1) to perform inspections at a plant in excess of 7.5 hours in a day and 37.5 hours in any seven-day period.

(3) Every operator of a slaughter plant shall inform a director at least 48 hours before the start of a day if the ante mortem or post mortem inspections that would normally have been performed during that day in accordance with the plant's inspection schedule will not be required.

Supplementary inspections at slaughter plants

57.2 (1) At the request of the operator of a slaughter plant, a director may assign one or more inspectors who are not veterinary inspectors to the plant for the purposes of performing supplementary ante mortem or post mortem inspections at the plant,

- (a) at times that fall outside the times at which a director has assigned inspectors to perform inspections at the plant under subsection 57.1 (1); or
- (b) for time in excess of the maximum times mentioned in subsection 57.1 (2).

(2) Every operator of a slaughter plant shall inform a director at least 48 hours before the start of a day on which a director has assigned inspectors to perform inspections at the plant under this section if the ante mortem or post mortem inspections that would have been performed during that day will not be required.

(3) At the request of the operator of a slaughter plant, a veterinary inspector may perform ante mortem or post mortem inspections at the plant,

- (a) at times that fall outside the times at which a director has assigned inspectors to perform inspections at the plant under subsection 57.1 (1); or
- (b) for time in excess of the maximum times mentioned in subsection 57.1 (2).

Supplementary inspections at meat plants

57.3 At the request of the operator of a meat plant, a director may assign one or more inspectors who are not veterinary inspectors to the plant for the purposes of providing services other than ante mortem or post mortem inspections.

Inspector may refuse services

57.4 (1) If, in an inspector's opinion, a person at a meat plant has contravened a provision of the Act or this Regulation or an order of an inspector, the inspector may refuse to provide services at the plant for up to 24 consecutive hours.

(2) On refusing to provide services, an inspector shall immediately inform a regional veterinarian and explain the circumstances that led to the refusal.

7. Section 67 of the Regulation is amended by adding the following subsection:

(5) Subsection (3) does not apply to a food animal to which this Part does not apply as a result of subsection 84.36 (2), (3), (4) or (5).

8. (1) Subsection 84 (1) of the Regulation is amended by striking out “subsections (2) and (3)” in the portion before clause (a) and substituting “subsections (2), (3) and (4)”.

(2) Section 84 of the Regulation is amended by adding the following subsection:

(1.1) In subsection (1),

“carcass” means the carcass of any animal, including the carcass of a food animal, a farm slaughtered carcass and a hunted game carcass.

(3) Subsection 84 (2) of the Regulation is amended by adding “in accordance with Part VIII.1” after “outside of a slaughter plant”.

(4) Subsection 84 (4) of the Regulation is revoked and the following substituted:

(4) The operator of a meat plant may receive at the plant a farm slaughtered carcass or part of a farm slaughtered carcass if,

(a) the carcass or the part of it is stamped with an examination stamp in accordance with section 84.31 and is accompanied by a certificate that complies with subsection 84.32 (1) and the operator receives the carcass or the part of it in accordance with Part VIII.3; or

(b) the operator condemns and disposes of the carcass or the part of it in accordance with section 91.

9. Subsection 84.3 (4) of the Regulation is amended by striking out “operator” and substituting “owner or custodian”.

10. (1) Subsection 84.4 (3) of the Regulation is amended by striking out “operator of the plant” and substituting “owner or custodian”.

(2) Subsection 84.4 (5) of the Regulation is amended by striking out “operator” and substituting “owner or custodian”.

11. Subsection 84.7 (5) of the Regulation is revoked and the following substituted:

(5) Subsections (3) and (4) do not apply to a producer in respect of the carcass of a food animal if the carcass meets the conditions described in clauses 84.36 (2) (a) to (c).

12. (1) Subsection 84.8 (1) of the Regulation is amended by striking out “slaughter house” in the portion before clause (a) and substituting “slaughter plant”.

(2) Clause 84.8 (1) (c) of the Regulation is amended by striking out “including the signed statement referred to in paragraph 6 of subsection 84.7 (1)”.

(3) Subsection 84.8 (2) of the Regulation is amended by striking out “fashioned” and substituting “fastened”.

13. Part VIII.2 of the Regulation is revoked and the following substituted:**PART VIII.2****NON-EMERGENCY SLAUGHTER OF FOOD ANIMALS ON PRODUCER PREMISES****DEFINITIONS****Definitions**

84.15 In this Part,

“reportable disease” means a reportable disease within the meaning of the *Health of Animals Act* (Canada);

“unfit to enter a meat plant “ means, in respect of a food animal or the carcass or part of a carcass of a food animal, that,

- (a) the animal, carcass or part of the carcass, as the case may be, may be contaminated with a disease, substance, condition or hazard that could contaminate a meat plant, the facilities, equipment or utensils at a meat plant, food animals, carcasses or parts of carcasses at a meat plant or meat products at a meat plant, or
- (b) the animal, carcass or part of the carcass, as the case may be, may be affected by a substance, disease or condition that could cause adverse effects to a meat plant, the facilities, equipment or utensils at a meat plant, food animals, carcasses or parts of carcasses at a meat plant or meat products at a meat plant.

ANTE MORTEM EXAMINATION

Ante mortem examination

84.16 (1) This section applies to a food animal that is a head of cattle under 30 months of age or a pig and that is owned and raised by a producer on the producer's premises, if the producer,

- (a) slaughters the animal or has the animal slaughtered on the producer's premises; and
 - (b) sends the carcass of the animal or part of the carcass to a meat plant for any of the purposes described in subsection (2) so that the parts of the carcass and farm slaughtered products processed at the plant from the carcass or the part of it that is sent to the plant will be returned to the producer for consumption by the producer or the producer's immediate family on the producer's premises.
- (2) The purposes mentioned in clause (1) (b) are,
- (a) skinning, cutting, wrapping or freezing the carcass or the part of it that was sent to the meat plant;
 - (b) grinding meat derived from the carcass or the part of it that was sent to the meat plant; and
 - (c) processing ham, bacon or sausage from the carcass or the part of it that was sent to the meat plant, if the carcass is derived from a pig.
- (3) A producer of a food animal described in subsection (1) shall ensure that, before the animal is slaughtered at the producer's premises where the animal is being raised,
- (a) if the producer is not an examiner, the animal is presented to an examiner for an ante mortem examination in a location that is acceptable to the examiner at the producer's premises; or
 - (b) if the producer is an examiner, the producer,
 - (i) conducts an ante mortem examination of the animal in a location at the producer's premises that permits effective ante mortem examination, or
 - (ii) presents the animal to another examiner for an ante mortem examination in a location that is acceptable to the other examiner at the producer's premises.
- (4) An examiner who conducts an ante mortem examination of a food animal under subsection (3) shall approve the animal for post mortem examination unless section 84.17 or 84.18 applies to the animal.

Referral to regional veterinarian

84.17 (1) An examiner who conducts an ante mortem examination of a food animal shall refer the animal to a regional veterinarian if,

- (a) it appears to the examiner that the animal displays any sign of not being healthy or any deviation from normal behaviour or appearance or other condition that leads the examiner to,
 - (i) suspect that the animal may have a reportable disease,
 - (ii) believe that the animal is likely to be significantly contaminated, or
 - (iii) believe that the animal is likely to be affected by any disease, condition or substance that could make the animal a significant risk to the health or safety of any person or other animal; or
 - (b) the examiner has any reason to,
 - (i) suspect that the animal may have a reportable disease,
 - (ii) believe that the animal is likely to be significantly contaminated, or
 - (iii) believe that the animal is likely to be affected by any disease, condition or substance that could make the animal a significant risk to the health or safety of any person or other animal.
- (2) If an examiner refers an animal to a regional veterinarian under subsection (1) and the examiner is not the producer of the animal, the producer shall,
- (a) hold the animal in a location specified by the examiner at the producer's premises where the animal is being raised;

- (b) if the examiner requires, keep the animal apart from other animals; and
 - (c) identify the animal through identifying marks or devices and corresponding records in a manner acceptable to the examiner and maintain the identification for the time that the examiner specifies.
- (3) If an examiner refers an animal to a regional veterinarian under subsection (1) and the examiner is the producer of the animal, the producer shall,
- (a) hold the animal at the producer's premises where the animal is being raised;
 - (b) if the regional veterinarian requires, hold the animal in a location specified by the regional veterinarian at the premises and keep the animal apart from other animals; and
 - (c) identify the animal through identifying marks or devices and corresponding records in a manner acceptable to the regional veterinarian and maintain the identification for the time that the regional veterinarian specifies.
- (4) The regional veterinarian may do any of the following:
1. Refer the animal to a veterinary inspector for another ante mortem examination of the animal.
 2. Order that the producer of the animal no longer hold the animal in accordance with subsection (2) or (3), but hold it in a location specified by the regional veterinarian at the producer's premises where the animal is being raised, and keep it apart from other animals on the conditions that the regional veterinarian directs, if the regional veterinarian is of the opinion that it is necessary to do so for the rest, treatment or further observation, sampling, testing or other assessment of the animal.
 3. Subject to subsection (5), order that the animal no longer be held.
 4. Subject to subsection (5), approve the animal for post mortem examination and attach those conditions to the approval that the regional veterinarian deems appropriate, including requiring that the animal undergo post mortem examination by a veterinary inspector.
- (5) A regional veterinarian shall not take the action described in paragraph 4 of subsection (4) if the regional veterinarian,
- (a) suspects that the animal has a reportable disease;
 - (b) is of the opinion that the animal is likely to be significantly contaminated; or
 - (c) is of the opinion that the animal is likely to be affected by a disease, condition or substance that could make the animal a significant risk to the health or safety of any person or other animal.
- (6) At any time after making an order that an animal be held under paragraph 2 of subsection (4), the regional veterinarian may make an order under that subsection.
- (7) If the regional veterinarian suspects that an animal referred to the regional veterinarian under subsection (1) has a reportable disease, the regional veterinarian shall notify a veterinary inspector designated under the *Health of Animals Act* (Canada) that the regional veterinarian suspects that the animal is affected by a reportable disease.

No post mortem examination in other cases

84.18 (1) An examiner who conducts an ante mortem examination of a food animal shall refuse to approve the animal for post mortem examination if the animal is a head of cattle and the examiner is of the opinion that the animal is 30 months of age or older.

(2) An examiner who conducts an ante mortem examination of a food animal may refuse to approve the animal for post mortem examination if subsection 84.17 (1) does not require the examiner to refer the animal to a regional veterinarian and the examiner is of the opinion that the animal is unfit to enter a meat plant after it is slaughtered.

(3) A producer who disagrees with a decision of an examiner to refuse to approve an animal for post mortem examination under subsection (2) may request that a regional veterinarian refer the animal to a veterinary inspector for another ante mortem examination.

(4) A regional veterinarian who receives a request from a producer under subsection (3) may,

- (a) refer the animal to a veterinary inspector for another ante mortem examination; and
- (b) establish conditions for the ante mortem examination by a veterinary inspector.

Response of veterinary inspector

84.19 (1) If, under paragraph 1 of subsection 84.17 (4) or subsection 84.18 (4), a regional veterinarian refers a food animal to a veterinary inspector for another ante mortem examination, the veterinary inspector shall approve the animal for post mortem examination unless the veterinary inspector takes an action described in subsection (4), (5), (7), (9) or (10).

(2) A veterinary inspector who conducts an ante mortem examination of a food animal under this section and who suspects that the animal has a reportable disease shall notify a veterinary inspector designated under the *Health of Animals Act* (Canada) that the veterinary inspector suspects that the animal is affected by a reportable disease.

- (3) A veterinary inspector who conducts an ante mortem examination of a food animal under this section shall take an action described in subsection (4) if the veterinary inspector,
- suspects that the animal has a reportable disease;
 - is of the opinion that the animal is likely to be significantly contaminated; or
 - is of the opinion that the animal is likely to be affected by any disease, condition or substance that could make the animal a significant risk to the health or safety of any person or other animal.
- (4) The actions that a veterinary inspector is required to take under subsection (3) are any one of the following:
- Ordering that the producer of the animal condemn and humanely euthanize the animal at the producer's expense, subject to the conditions that the veterinary inspector imposes if they are relevant to the euthanasia.
 - Ordering that the producer of the animal no longer hold the animal in accordance with subsection 84.17 (2) or (3), but hold it in a location specified by the veterinary inspector at the producer's premises where the animal is being raised, and keep it apart from other animals on the conditions that the veterinary inspector directs, if the veterinary inspector is of the opinion that it is necessary to do so for the rest, treatment or further observation, sampling, testing or other assessment of the animal.
- (5) If the veterinary inspector who conducts an ante mortem examination of a food animal under this section is of the opinion that it is necessary to euthanize the animal in order to prevent or relieve its undue suffering or distress or because it is near death, the veterinary inspector may order the producer of the animal to condemn and humanely euthanize the animal at the producer's expense and may attach conditions to the order that are relevant to the form of euthanasia or disposal of the animal.
- (6) A veterinary inspector who makes an order under subsection (5) shall not take an action described in subsection (7).
- (7) If the veterinary inspector who conducts an ante mortem examination of a food animal under this section determines that the animal is unfit to enter a meat plant after it is slaughtered, the inspector may do any of the following:
- Refuse to approve the animal for post mortem examination.
 - Order that the producer of the animal no longer hold the animal in accordance with subsection 84.17 (2) or (3), but hold it in a location specified by the veterinary inspector at the producer's premises where the animal is being raised, and keep it apart from other animals on the conditions that the veterinary inspector directs, if the veterinary inspector is of the opinion that it is necessary to do so for the rest, treatment or further observation, sampling, testing or other assessment of the animal.
 - Subject to subsection (8), order that the animal no longer be held.
 - Subject to subsection (8), approve the animal for post mortem examination and attach those conditions to the approval that the inspector deems appropriate, including requiring that the animal undergo post mortem examination by a veterinary inspector.
- (8) A veterinary inspector shall not take the action described in paragraph 4 of subsection (7) if the veterinary inspector,
- suspects that an animal has a reportable disease;
 - is of the opinion that the animal is likely to be significantly contaminated; or
 - is of the opinion that the animal is likely to be affected by any disease, condition or substance that could make the animal a significant risk to the health or safety of any person or other animal.
- (9) A veterinary inspector who, under this section, conducts an ante mortem examination of a food animal that is a head of cattle and who is of the opinion that the animal is 30 months of age or older shall refuse to approve the animal for post mortem examination.
- (10) At any time after making an order that an animal be held under paragraph 2 of subsection (4) or paragraph 2 of subsection (7), the veterinary inspector,
- shall take all actions that the veterinary inspector is required to take under this section;
 - shall refrain from taking any action that the veterinary inspector is prohibited from taking under this section; and
 - may take any action that the veterinary inspector is authorized to take under this section.

Order for euthanasia

- 84.20** (1) If a veterinary inspector makes an order under paragraph 1 of subsection 84.19 (4) or subsection 84.19 (5), the producer shall,
- have the animal euthanized in a manner and place acceptable to the veterinary inspector; and

- (b) dispose of the animal's remains in accordance with a method,
 - (i) specified by the veterinary inspector if the veterinary inspector ordered the animal to be euthanized under paragraph 1 of subsection 84.19 (4), or
 - (ii) specified in subsection 3 (1) of the *Dead Animal Disposal Act*, if the veterinary inspector ordered the animal to be euthanized under subsection 84.19 (5).
- (2) If the producer does not comply with an order made under paragraph 1 of subsection 84.19 (4) or subsection 84.19 (5), an inspector may, without a hearing,
 - (a) seize the animal that is the subject of the order;
 - (b) condemn and euthanize it and dispose of its remains or arrange for the condemnation, euthanasia and disposal of remains; and
 - (c) order the producer to pay for the condemnation, euthanasia and disposal of remains.

Identification of food animal that is held

84.21 (1) An examiner or veterinary inspector who receives a food animal for an ante mortem examination may require the producer of the animal to identify the animal through identifying marks or devices and corresponding records in a manner acceptable to the examiner or veterinary inspector, as the case may be, and to maintain the identification for the time that the examiner or veterinary inspector specifies.

(2) A veterinary inspector who orders the producer of a food animal to hold the animal under paragraph 2 of subsection 84.19 (4) or paragraph 2 of subsection 84.19 (7), may require the producer to identify the animal through identifying marks or devices and corresponding records in a manner acceptable to the veterinary inspector and to maintain the identification for the time that the veterinary inspector specifies.

(3) An examiner or veterinary inspector may specify that the identification required under this section continues to apply after slaughter of the animal and in respect of the carcass or part of the carcass derived from the animal.

(4) The producer shall comply with any requirements imposed by an examiner or veterinary inspector under this section.

POST MORTEM EXAMINATION

Slaughter requirements for post mortem examination

84.22 (1) This section applies to a food animal and its carcass if,

- (a) the animal is a head of cattle or a pig that, in accordance with this Part, has been approved for post mortem examination;
- (b) the producer of the animal presents its carcass to an examiner for a post mortem examination, if the producer is not an examiner; and
- (c) the producer of the animal conducts a post mortem examination of the carcass or presents the carcass to an examiner for a post mortem examination, if the producer is an examiner.

(2) No person shall slaughter or exsanguinate a food animal unless the person is the producer of the animal or an examiner.

(3) A producer of a food animal shall not slaughter or exsanguinate the animal except in the presence of an examiner, unless the producer is an examiner.

(4) A producer of a food animal who slaughters the animal or an examiner who slaughters a food animal shall do so in a location that is acceptable to the examiner at the producer's premises where the animal was raised.

(5) A producer of a food animal or an examiner shall not slaughter a food animal,

- (a) in unhygienic conditions; or
- (b) in a way that subjects the animal to avoidable pain or distress.

(6) A producer of a food animal who slaughters the animal or an examiner who slaughters a food animal shall ensure that the animal is stunned and rendered unconscious by a method specified in subsection (7) and in a manner that ensures that the animal does not regain consciousness before death.

(7) The following are the methods to stun and render a food animal unconscious for the purposes of subsection (6):

1. Delivering a blow to the head of the animal by means of a mechanical penetrating device that causes immediate loss of consciousness.
2. Using a rifle in a manner that causes an immediate loss of consciousness to the animal.

(8) A producer of a food animal or an examiner shall not use any equipment or instrument to restrain, slaughter or render the animal unconscious unless,

- (a) the producer or examiner is competent and physically able to do so without subjecting the animal to avoidable pain or distress; and
- (b) the condition of the equipment or instrument and the circumstances under which it is used will not subject the animal to avoidable pain or distress.

(9) A producer of a food animal who slaughters the animal or an examiner who slaughters a food animal shall exsanguinate the animal immediately after slaughter.

Dressing requirements for post mortem examination

84.23 (1) This section applies to a food animal and its carcass if it meets the requirements set out in subsection 84.22 (1).

(2) No person shall dress the carcass of a food animal unless the person is the producer of the animal or an examiner.

(3) A producer of a food animal shall not dress the carcass of the animal except in the presence of an examiner, unless the producer is an examiner.

(4) A producer of a food animal or an examiner shall dress the carcass of the animal promptly after slaughter so as to prevent deterioration of the carcass and shall do so in a location that is acceptable to the examiner at the producer's premises where the animal was raised.

(5) A producer of a food animal or an examiner shall dress the carcass of the food animal in hygienic conditions and in a manner that permits effective post mortem examination.

(6) If an examiner dresses a carcass of food animal that is a head of cattle or is present when the producer of a head of cattle dresses the carcass, the examiner shall ensure that that all specified risk material, being the distal ileum, is removed from the carcass.

Post mortem examination

84.24 (1) Subject to subsection (2), a producer of a food animal that is a head of cattle or a pig and that, in accordance with this Part, has been approved for post mortem examination, shall, unless the producer does not send the animal to a meat plant for the purposes described in subsection 84.16 (2),

- (a) if the producer is not an examiner, present the carcass of the animal to an examiner for a post mortem examination immediately after slaughter and dressing; or
- (b) if the producer is an examiner, conduct a post mortem examination of the carcass of the animal or present the carcass of the animal to another examiner for a post mortem examination immediately after slaughter and dressing.

(2) No producer of a food animal shall present the carcass of the animal for post mortem examination and no examiner shall conduct a post mortem examination of the carcass of a food animal, unless,

- (a) the animal has been approved for post mortem examination in accordance with sections 84.16, 84.17 and 84.19;
- (b) the animal has been slaughtered and exsanguinated in accordance with section 84.22 within 24 hours of being approved for post mortem examination; and
- (c) the carcass of the animal has been dressed in accordance with section 84.23.

(3) An examiner who conducts a post mortem examination of the carcass of a food animal shall approve the carcass to enter a meat plant unless section 84.25, 84.26 or 84.27 applies to it.

Referral to regional veterinarian

84.25 (1) An examiner who conducts a post mortem examination of the carcass of a food animal shall refuse to approve the carcass to enter a meat plant and shall refer the carcass to a regional veterinarian if,

- (a) it appears to the examiner that the carcass displays any deviation from normal appearance or other condition that leads the examiner to,
 - (i) suspect that the animal from which the carcass is derived had a reportable disease at the time of its slaughter,
 - (ii) believe that the carcass is likely to be significantly contaminated, or
 - (iii) believe that the carcass is likely to be affected by any disease, condition or substance that could make the carcass a significant risk to the health or safety of any person or animal; or
- (b) the examiner has any reason to,
 - (i) suspect that the animal from which the carcass is derived had a reportable disease at the time of its slaughter,
 - (ii) believe that the carcass is likely to be significantly contaminated, or

(iii) believe that the carcass is likely to be affected by any disease, condition or substance that could make the carcass a significant risk to the health or safety of any person or other animal.

(2) If an examiner refers a carcass to a regional veterinarian under subsection (1) and the examiner is not the producer of the animal, the producer of the animal shall,

- (a) hold the carcass in a location specified by the examiner at the producer's premises where the animal was slaughtered; and
- (b) identify the carcass through identifying marks or devices and corresponding records in a manner acceptable to the examiner and maintain the identification for the time that the examiner specifies.

(3) If an examiner refers a carcass to a regional veterinarian under subsection (1) and the examiner is the producer of the animal, the producer of the animal shall,

- (a) hold the carcass at the producer's premises where the animal was slaughtered;
- (b) if the regional veterinarian requires, keep the carcass in a location specified by the regional veterinarian at the premises; and
- (c) identify the carcass through identifying marks or devices and corresponding records in a manner acceptable to the regional veterinarian and maintain the identification for the time that the regional veterinarian specifies.

(4) The regional veterinarian may do any of the following:

- 1. Refer the carcass to a veterinary inspector for another post mortem examination of the carcass.
- 2. Order that the producer of the animal from which the carcass is derived no longer hold it in accordance with subsection (2) or (3) but hold it on the conditions that the regional veterinarian directs.
- 3. Subject to subsection (5), order that the carcass no longer be held.
- 4. Subject to subsection (5), approve the carcass to enter a meat plant and attach those conditions to the approval that the regional veterinarian deems appropriate.

(5) A regional veterinarian shall not take the action described in paragraph 4 of subsection (4) if the regional veterinarian,

- (a) suspects that the animal from which the carcass is derived had a reportable disease at the time of its slaughter;
- (b) is of the opinion that the carcass is likely to be significantly contaminated; or
- (c) is of the opinion that the carcass is likely to be affected by a disease, condition or substance that could make the carcass a significant risk to the health or safety of any person or other animal.

(6) At any time after making an order that a carcass be held under paragraph 2 of subsection (4), the regional veterinarian may make an order under that subsection.

(7) If the regional veterinarian suspects that a carcass referred to the regional veterinarian under subsection (1) is derived from an animal that had a reportable disease at the time of its slaughter, the regional veterinarian shall notify a veterinary inspector designated under the *Health of Animals Act* (Canada) that the regional veterinarian suspects that the animal was at the time of slaughter affected by a reportable disease.

Carcass unfit to enter meat plant

84.26 (1) An examiner who conducts a post mortem examination of a carcass of a food animal shall refuse to approve the carcass to enter a meat plant if the animal from which the carcass is derived is a head of cattle and the examiner is of the opinion that the animal was 30 months of age or older at the time of its slaughter.

(2) An examiner who conducts a post mortem examination of a carcass of a food animal may refuse to approve the carcass to enter a meat plant if subsection 84.25 (1) does not require the examiner to refer the carcass to a regional veterinarian and the examiner is of the opinion that the carcass is unfit to enter a meat plant.

(3) A producer who disagrees with a decision of an examiner to refuse to approve a carcass to enter a meat plant under subsection (2) may request that a regional veterinarian refer the carcass to a veterinary inspector for another post mortem examination.

(4) A regional veterinarian who receives a request from a producer under subsection (3) may,

- (a) refer the carcass to a veterinary inspector for another post mortem examination; and
- (b) establish conditions for the post mortem examination by a veterinary inspector.

Response of veterinary inspector

84.27 (1) If, under paragraph 1 of subsection 84.25 (4) or clause 84.26 (4) (a), a regional veterinarian refers a carcass derived from a food animal to a veterinary inspector for another post mortem examination, the veterinary inspector shall approve the carcass to enter a meat plant unless the veterinary inspector takes an action described in subsection (4), (5), (7) or (8).

(2) A veterinary inspector who conducts a post mortem examination of a carcass under this section and who suspects that the carcass is derived from a food animal that had a reportable disease at the time of its slaughter shall notify a veterinary inspector designated under the *Health of Animals Act* (Canada) that the veterinary inspector suspects that the animal was affected by a reportable disease at the time of slaughter.

(3) A veterinary inspector who conducts a post mortem examination of the carcass under this section shall take an action described in subsection (4) if the veterinary inspector,

- (a) suspects that the animal from which the carcass is derived had a reportable disease at the time of its slaughter;
- (b) is of the opinion that the carcass is significantly contaminated; or
- (c) is of the opinion that the carcass is affected by any disease, condition or substance that could make the carcass a significant risk to the health or safety of any person or other animal.

(4) The actions that a veterinary inspector is required to take under subsection (3) are any one of the following:

- 1. Ordering that the producer of the animal from which the carcass is derived condemn and dispose of the carcass at the producer's expense.
- 2. Ordering that the producer of the animal from which the carcass is derived no longer hold the carcass in accordance with subsection 84.25 (2) but hold it on the conditions that the inspector directs.

(5) If the veterinary inspector who conducts a post mortem examination of a carcass derived from a food animal under this section is of the opinion that the carcass or part of the carcass is unfit to enter a meat plant, the veterinary inspector may do any of the following:

- 1. Refuse to approve carcass or any part of the carcass to enter a meat plant.
- 2. Order that the producer of the animal from which the carcass is derived no longer hold the carcass or any part of the carcass in accordance with subsection 84.25 (2) but hold it on the conditions that the veterinary inspector directs.
- 3. Subject to subsection (6), order that the carcass or part of the carcass no longer be held.
- 4. Subject to subsection (6), approve the carcass or any part of the carcass to enter a meat plant and attach those conditions to the approval that the inspector deems appropriate.

(6) A veterinary inspector shall not take the action described in paragraph 4 of subsection (5) if the veterinary inspector,

- (a) suspects that the animal from which the carcass is derived had a reportable disease at the time of its slaughter;
- (b) is of the opinion that the carcass is likely to be significantly contaminated; or
- (c) is of the opinion that the carcass is likely to be affected by a disease, condition or substance that could make the animal a significant risk to the health or safety of any person or other animal.

(7) A veterinary inspector who, under this section, conducts a post mortem examination of the carcass of a food animal that is a head of cattle and who is of the opinion that the animal was 30 months of age or older at the time of its slaughter shall refuse to approve the carcass to enter a meat plant.

(8) At any time after making an order that a carcass be held under paragraph 2 of subsection (4) or paragraph 2 of subsection (5), the veterinary inspector,

- (a) shall take all actions that the veterinary inspector is required to take under this section;
- (b) shall refrain from taking any action that the veterinary inspector is prohibited from taking under this section; and
- (c) may take any action that the veterinary inspector is authorized to take under this section.

Order for disposal of carcass

84.28 (1) If a veterinary inspector makes an order under paragraph 1 of subsection 84.27 (4), the producer of the food animal from which the carcass is derived shall condemn and dispose of the carcass in accordance with a method that the veterinary inspector specifies.

- (2) If the producer does not comply with the order, an inspector may, without a hearing,
 - (a) seize the carcass;
 - (b) condemn it and dispose of it; and
 - (c) order the producer to pay for the condemnation and disposal.

Identification of carcass

84.29 (1) An examiner or veterinary inspector who receives a carcass of a food animal for post mortem examination may require the producer of the animal to identify the carcass or any part of the carcass through identifying marks or devices and corresponding records in a manner acceptable to the examiner or veterinary inspector, as the case may be, and to maintain the identification for the time that the examiner or veterinary inspector specifies.

(2) A veterinary inspector who orders the producer of a food animal to hold the carcass derived from the animal under paragraph 2 of subsection 84.27 (4) or to hold the carcass or any part of it under paragraph 2 of subsection 84.27 (5) may require the producer to identify the carcass or any part of it through identifying marks or devices and corresponding records in a manner acceptable to the veterinary inspector and to maintain the identification for the time that the veterinary inspector specifies.

(3) The producer shall comply with any requirements imposed by an examiner or veterinary inspector under this section.

ENTRY INTO MEAT PLANT

Approval to enter a meat plant

84.30 (1) If an examiner conducts a post mortem examination of a carcass derived from a food animal and, under subsection 84.24 (3), approves the carcass to enter a meat plant, the examiner shall, immediately after issuing the approval,

- (a) legibly stamp the carcass with the examination stamp assigned to the examiner; and
- (b) complete a certificate that complies with subsection 84.32 (1).

(2) If a regional veterinarian approves the carcass of a food animal to enter a meat plant under paragraph 4 of subsection 84.25 (4) or if a veterinary inspector approves the carcass of a food animal or any part of it to enter a meat plant under subsection 84.27 (1) or paragraph 4 of subsection 84.27 (5), the examiner who slaughtered the animal from which the carcass or the part of the carcass is derived or who was present when the animal was slaughtered shall,

- (a) legibly stamp the carcass or the part of the carcass that has been approved to enter a meat plant with the examination stamp assigned to examiner; and
- (b) complete a certificate that complies with subsection 84.32 (1).

(3) No person shall transport to or receive at a meat plant under subsection 84 (4) a carcass or part of a carcass that has been approved to enter a meat plant unless,

- (a) the examiner has complied with subsection (1) or (2), as applicable; or
- (b) the operator of the meat plant receives the carcass or the part of the carcass and condemns and disposes of it in accordance with subsection 84.34 (6).

Examination stamp on carcass

84.31 (1) No person other than the examiner to whom a director has assigned an examination stamp shall apply the stamp to a carcass or part of carcass derived from a food animal.

(2) No person shall apply an examination stamp to a carcass or part of a carcass of a food animal, unless the carcass or part of the carcass, in accordance with this Part, has received a post mortem examination and been approved to enter a meat plant.

(3) No person shall apply an examination stamp to,

- (a) a carcass, part of a carcass or a meat product if the carcass, part of a carcass or product is described in clause 112 (1) (a);
- (b) inedible material; or
- (c) a hunted game carcass or a hunted game product.

(4) An examiner who applies the examination stamp to a carcass shall apply it to the interior surfaces of both sides of the carcass.

(5) An examiner who applies the examination stamp to a part of a carcass shall apply it to,

- (a) the interior surface of both sides of the part of the carcass, if the part of the carcass contains two sides; or
- (b) the interior surface of one side of the carcass, if the part of the carcass does not contain two sides.

(6) An examiner shall only use ink that is fit for human consumption to stamp the examination stamp on a carcass or part of a carcass.

Certificate

84.32 (1) The certificate required by subsection 84.30 (1) or (2) for a carcass or part of a carcass of a food animal that has been approved to enter a meat plant shall be in a form approved by a director and contain the following:

1. The examiner's name and certificate number.
2. The name of the producer who owned the animal at time of slaughter and the address of the producer's premises where the animal was slaughtered.
3. The species of the animal.

4. If the animal was a head of cattle, the age of the animal at the time of slaughter and the method used to determine the age.
5. The name of the examiner, veterinary inspector or regional veterinarian who approved the animal for post mortem examination.
6. The date and time that the animal was slaughtered.
7. The name of the examiner, veterinary inspector or regional veterinarian who approved the carcass or the part of the carcass to enter a meat plant.
8. The conditions attached under paragraph 4 of subsection 84.25 (4) or paragraph 4 of subsection 84.27 (5) to the approval of the carcass or the part of the carcass to enter a meat plant.
9. The number and address of the meat plant to which the carcass or the part of the carcass is to be transported and the name of the operator of the plant.
10. Any identifying marks or devices on the carcass or the part of the carcass.
11. A signed statement that, in the examiner's opinion, the slaughter was carried out in substantial conformity with that section.

(2) An examiner who completes a certificate under subsection (1) shall keep a copy of the certificate for at least 12 months after the date it was issued and shall produce it to an inspector on request.

Operator's duty to comply with conditions

84.33 If a carcass or part of the carcass of a food animal has received approval to enter a meat plant subject to conditions attached under paragraph 4 of subsection 84.25 (4) or paragraph 4 of subsection 84.27 (5), the operator of a meat plant that receives the carcass or the part of the carcass shall comply with the conditions.

Transport of carcass to meat plant

84.34 (1) If a carcass or part of the carcass of a food animal has been approved, in accordance with this Part, to enter a meat plant, no person shall transport it from the producer's premises where the animal was slaughtered,

- (a) to a meat plant, unless the person is an examiner or the producer who owned the animal at that time it was slaughtered;
- (b) to any place other than a meat plant that is operated by a licensee and that a regional veterinarian has approved for the purposes of receiving and processing the carcass or part of the carcass under Part VIII.3; or
- (c) to a meat plant operated by a licensee at any time other than a time when the operator of the plant has been authorized to receive and process the carcass or part of the carcass under Part VIII.3.

(2) A producer who ships, to a meat plant, a carcass or part of a carcass of a food animal that, in accordance with this Part, has been approved to enter a meat plant, shall ensure that,

- (a) after post mortem examination, the carcass or part of the carcass is stamped with the examination stamp and promptly delivered by the producer or an examiner to a meat plant that is operated by a licensee and that a regional veterinarian has approved for the purposes of receiving and processing carcasses of food animals slaughtered on farms under Part VIII.3;
- (b) the carcass or part of the carcass is transported to the meat plant only during a time that the operator of the meat plant has been authorized to receive the carcass or part of the carcass under Part VIII.3;
- (c) the carcass or the part of the carcass is transported to the meat plant in accordance with subsections (4) and (5); and
- (d) on delivery to the meat plant, the carcass or the part of the carcass is accompanied by a certificate that complies with subsection 84.32 (1).

(3) An examiner who transports, to a meat plant, a carcass or part of a carcass of a food animal that, in accordance with this Part, has been approved to enter a meat plant shall ensure that,

- (a) the carcass or part of the carcass is transported to the meat plant in accordance with subsections (1), (4) and (5); and
- (b) on delivery to the meat plant, the carcass or the part of the carcass is accompanied by a certificate that complies with subsection 84.32 (1).

(4) Subject to subsection (5), when a carcass or part of a carcass of a food animal that, in accordance with this Part, has been approved to enter a meat plant is transported to a meat plant, it shall be in a clean leakproof transport container and shall be transported in a manner so that the carcass or part of a carcass is securely fastened in the container, is protected from contamination and is not exposed to public view.

(5) If the skin has been removed from the carcass or part of the carcass on the producer's premises, then, before it is placed in the transport container and transported to the meat plant, it shall be,

- (a) thoroughly washed; and
 - (b) completely wrapped with material that is durable, free of contaminants and otherwise suitable for packaging meat products.
- (6) If the carcass or part of a carcass of a food animal is delivered to a meat plant under subsection (1) and if it is not stamped with an examination stamp in accordance with section 84.31 and accompanied by a certificate that complies with subsection 84.32 (1), the operator of the plant may receive the carcass or part of the carcass only for the purpose of condemning it; in that case, the operator shall ensure that the carcass or part of the carcass is condemned and disposed of in accordance with section 91.
- (7) If the operator fails to comply with subsection (6), an inspector may, without a hearing,
 - (a) seize the carcass or part of the carcass;
 - (b) condemn the carcass or part of the carcass and dispose of it or arrange for its disposal; and
 - (c) order the operator to pay for the condemnation and disposal of the carcass or part of the carcass.

Non-application of other Parts

84.35 Parts IV to VII, sections 58 to 83 and Parts VIII.1, VIII.4 and X to XIV do not apply to a farm slaughtered carcass, a part of a farm slaughtered carcass or farm slaughtered products if the carcass, the parts of the carcass or the farm slaughtered products are consumed only,

- (a) by the producer of the food animal from which the carcass, the parts of the carcass or the farm slaughtered products are derived or by the producer's immediate family; and
- (b) on the producer's premises where the animal was raised and slaughtered.

FOOD ANIMALS NOT PROCESSED OUTSIDE THE PRODUCER'S PREMISES BUT USED FOR CONSUMPTION ON THE
PRODUCER'S PREMISES

Non-application of other Parts

84.36 (1) In this section,

"premises", in respect of the producer of a food animal that has been slaughtered, means the premises of the producer where the animal was raised and slaughtered.

(2) Parts III to VIII, sections 84.15 to 84.35 and Parts VIII.3 to XIV do not apply to a food animal or any carcass, parts of a carcass or meat products derived from it if,

- (a) the animal has been approved for slaughter in accordance with Part VIII.1;
 - (b) the animal has been slaughtered on the premises of the producer of the animal by the producer or, if the animal is a head of cattle or a pig, by the producer or an examiner; and
 - (c) the animal, carcass, parts of a carcass and meat products have not been transported from the producer's premises and are consumed only by the producer or the producer's immediate family on the producer's premises.
- (3) Parts III to VIII.1, sections 84.15 to 84.35 and Parts VIII.3 to XIV do not apply to a food animal or any carcass, parts of a carcass or meat products derived from it if,
- (a) the animal has been slaughtered on the premises of the producer of the animal by the producer or, if the animal is a head of cattle or a pig, by the producer or an examiner;
 - (b) the animal has been slaughtered for consumption by the producer or the producer's immediate family;
 - (c) the producer of the animal does not present it for an ante mortem inspection in accordance with Part VIII.1;
 - (d) the producer of the animal does not present it for an ante mortem examination in accordance with this Part, if the producer is not an examiner;
 - (e) the producer of the animal does not conduct an ante mortem examination of the animal in accordance with this Part or present it to another examiner for an ante mortem examination in accordance with this Part, if the producer is an examiner; and
 - (f) the animal, carcass, parts of a carcass and meat products have not been transported from the producer's premises and are consumed only by the producer or the producer's immediate family on the producer's premises.
- (4) Parts III to VIII.1, sections 84.22 to 84.35 and Parts VIII.3 to XIV do not apply to a food animal that is a head of cattle under 30 months of age or a pig or any carcass, parts of a carcass or meat products derived from such a food animal if,
- (a) the animal has been slaughtered on the premises of the producer of the animal by the producer or an examiner;

- (b) the animal has been slaughtered for consumption by the producer or the producer's immediate family;
 - (c) in accordance with this Part, the producer of the animal presents the animal for an ante mortem examination but not for a post mortem examination, if the producer is not an examiner;
 - (d) in accordance with this Part, the producer of the animal, if the producer is an examiner,
 - (i) conducts an ante mortem examination of the animal or presents it to another examiner for an ante mortem examination, and
 - (ii) does not conduct a post mortem examination of the carcass or present the carcass to another examiner for a post mortem examination; and
 - (e) the animal, carcass, parts of a carcass and meat products have not been transported from the producer's premises and are consumed only by the producer or the producer's immediate family on the producer's premises.
- (5) Parts III to VIII.1 and Parts VIII.3 to XIV do not apply to a food animal that is a head of cattle under 30 months of age or a pig or any carcass, parts of a carcass or meat products derived from such a food animal if,
- (a) the animal has been slaughtered on the premises of the producer of the animal by the producer or an examiner;
 - (b) the animal has been slaughtered for consumption by the producer or the producer's immediate family;
 - (c) the producer of the animal presents the carcass for a post mortem examination in accordance with this Part, if the producer is not an examiner;
 - (d) the producer of the animal conducts a post mortem examination in accordance with this Part or presents the carcass to another examiner for a post mortem examination in accordance with this Part, if the producer is an examiner; and
 - (e) the animal, carcass, parts of a carcass and meat products have not been transported from the producer's premises and are consumed only by the producer or the producer's immediate family on the producer's premises.

Slaughter record

84.37 (1) Subject to subsection (3), an examiner who slaughters a food animal that is a head of cattle or a pig on the premises of the producer of the animal for consumption by the producer or the producer's immediate family on the premises shall make a record of the slaughter that includes,

- (a) the examiner's name and certificate number;
- (b) the name of the producer who owned the animal at the time of slaughter and the address of the producer's premises where the animal was slaughtered;
- (c) the species of the animal;
- (d) the date and time that the animal was slaughtered; and
- (e) any identifying marks or devices on the carcass of the animal.

(2) An examiner who makes a slaughter record under subsection (1) shall keep a copy of the record for at least 12 months after the date it was issued and shall produce it to an inspector on request.

(3) Subsection (1) does not apply to an animal, if the carcass of the animal or part of the carcass has been approved to enter a meat plant under this Part and an examiner completes a certificate for the carcass that complies with subsection 84.32 (1).

PART VIII.3 FARM SLAUGHTERED CARCASSES IN MEAT PLANTS

Entry of farm slaughtered carcass into meat plant

84.38 (1) The operator of a meat plant may receive a farm slaughtered carcass or part of a farm slaughtered carcass at the plant for any of the purposes described in subsection (2) so that the farm slaughtered products derived from the carcass or the part of it will be returned to the producer of the carcass for consumption by the producer or the producer's immediate family on the producer's premises if,

- (a) the operator does not have any reason to believe that the carcass or the part of it is contaminated;
- (b) the operator has established a farm slaughtered carcass protocol that satisfies the requirements set out in subsection (3);
- (c) a regional veterinarian, under section 84.39, has approved the plant for the purposes of receiving farm slaughtered carcasses; and
- (d) the operator receives the carcass or the part of it at a time approved by the regional veterinarian mentioned in clause (c).

- (2) The purposes mentioned in subsection (1) are,
 - (a) skinning the carcass or the part of it;
 - (b) removing the feet from the carcass or the part of it;
 - (c) cutting wrapping or freezing the carcass or the part of it or grinding meat derived from the carcass or the part of it; and
 - (d) processing ham, bacon or sausage from the carcass or the part of it if the carcass or the part of it is derived from a pig.
- (3) A farm slaughtered carcass protocol for a meat plant shall be in writing and shall specify the manner in which,
 - (a) farm slaughtered carcasses and parts of them shall be skinned at the plant;
 - (b) farm slaughtered carcasses, parts of them and farm slaughtered products shall be processed, handled, packaged and stored at the plant;
 - (c) the facilities, equipment and utensils of the plant that are used for skinning farm slaughtered carcasses and parts of them or used for the processing, handling, packaging or storage of farm slaughtered carcasses, parts of them and farm slaughtered products shall be cleaned and sanitized; and
 - (d) the premises, facilities, equipment and utensils of the plant and the following items at the plant shall be protected against contamination by farm slaughtered carcasses, parts of them and farm slaughtered products:
 - (i) food animals,
 - (ii) carcasses and parts of them that are derived from food animals and that are not farm slaughtered carcasses,
 - (iii) meat products.

Approval of meat plant

- 84.39** (1) A regional veterinarian may approve a meat plant for the purposes of receiving farm slaughtered carcasses for,
- (a) one period of one or more consecutive weeks to a maximum of 12 consecutive weeks,
 - (i) between September 15 and December 31 in 2008,
 - (ii) between September 1 and December 31 in a year after 2008; and
 - (b) one period of one or more consecutive weeks to a maximum of four consecutive weeks between March 1 and April 30 in a year.
- (2) A regional veterinarian may refuse to approve a meat plant for the purposes of receiving farm slaughtered carcasses if of the opinion that,
- (a) the farm slaughtered carcass protocol for the plant does not comply with subsection 84.38 (3);
 - (b) the protocol is insufficient to protect the premises, facilities, equipment and utensils of the plant and the following items at the plant against contamination by farm slaughtered carcasses, parts of them and farm slaughtered products:
 - (i) food animals,
 - (ii) carcasses and parts of them that are derived from food animals and that are not farm slaughtered carcasses,
 - (iii) meat products;
 - (c) the operator is not in a position to comply with the protocol; or
 - (d) the operator is not in a position to comply with this Part.
- (3) A regional veterinarian may at any time suspend or revoke an approval of a meat plant to receive farm slaughtered carcasses,
- (a) for any reason that the veterinarian could refuse to approve the plant under subsection (2); or
 - (b) if of the opinion that the operator or a person under his or her control is not complying with the farm slaughtered carcass protocol, section 84 or 84.33, subsection 84.34 (6) or this Part.

Records of farm slaughtered carcasses

- 84.40** (1) The operator of a meat plant that receives a farm slaughtered carcass or part of a farm slaughtered carcass shall make and keep at the plant for at least 12 months from the time at which the carcass or the part of it was received at the plant, a record of the carcass in a form acceptable to a director.
- (2) The record shall include,
- (a) the date on which the carcass or the part of it was received;

- (b) the name and address of the person who delivered the carcass or the part of it to the plant;
- (c) the name and address of the producer of the carcass or the part of it; and
- (d) the species of the food animal.

(3) In addition to the record required under subsection (1), the operator shall keep at the meat plant for at least 12 months from the time at which the carcass or the part of it was received at the plant, a copy of the certificate that accompanied the carcass or the part of it to the plant and that complies with subsection 84.32 (1).

Handling and storage

84.41 (1) The operator of a meat plant that receives a farm slaughtered carcass or part of a farm slaughtered carcass shall ensure that the carcass or the part of it is skinned, trimmed and washed and the feet are removed from the carcass in a manner that prevents contamination of the premises, facilities, equipment and utensils of the plant and the following items at the plant:

1. Food animals.
2. Carcasses or parts of them that are derived from food animals and that are not farm slaughtered carcasses.
3. Meat products.

(2) The operator of the meat plant shall ensure that every farm slaughtered carcass, every part of a farm slaughtered carcass and every farm slaughtered product is marked or identified as such,

- (a) in a manner that is acceptable to an inspector; and
- (b) at all times that the carcass, the part of it or the product is on the plant premises.

(3) The operator of the meat plant shall ensure that every skinned farm slaughtered carcass, every part of such a carcass and every farm slaughtered product is packaged and stored in a cooler or freezer at the plant in a manner that prevents it from contaminating the following items in the cooler or freezer:

1. Carcasses or parts of them that are derived from food animals and that are not farm slaughtered carcasses.
2. Meat products.

(4) The operator of the meat plant shall ensure that,

- (a) no farm slaughtered carcass, no part of a farm slaughtered carcass or no farm slaughtered product is in a room or area at the plant that contains a carcass or part of a carcass that is derived from a food animal and that is not a farm slaughtered carcass, unless the farm slaughtered carcass, the part of it or the farm slaughtered product is stored in a cooler or freezer in accordance with subsection (3); and
- (b) no farm slaughtered carcass, no part of a farm slaughtered carcass or no farm slaughtered product is in a room or area at the plant that contains a meat product unless,
 - (i) the meat product is an ingredient in a farm slaughtered product that will be processed using the farm slaughtered carcass, the part of it or the farm slaughtered product, or
 - (ii) the farm slaughtered carcass, the part of it or the farm slaughtered product is stored in a cooler or freezer in accordance with subsection (3).

(5) Subject to subsection (6), the operator of the meat plant shall ensure that equipment, utensils and food contact surfaces that have been in contact with a farm slaughtered carcass, a part of a farm slaughtered carcass, a farm slaughtered product or inedible material derived from such a carcass, part of such a carcass or a farm slaughtered product are effectively cleaned and sanitized before their use in connection with carcasses or parts of them that are derived from a food animal and that are not farm slaughtered carcasses or in connection with a meat product.

(6) The operator is not required to ensure that the items listed in subsection (5) are cleaned and sanitized before their use in connection with a meat product if the meat product is an ingredient in a farm slaughtered product.

Disinfection of plant

84.42 (1) A regional veterinarian may order the operator of a meat plant to disinfect the plant if of the opinion a farm slaughtered carcass, a part of a farm slaughtered carcass or a farm slaughtered product is likely to contaminate the premises, facilities, equipment or utensils of the plant or any of the following items at the plant:

1. Food animals.
2. Carcasses or parts of carcasses that are derived from food animals and that are not farm slaughtered carcasses.
3. Meat products.

(2) The regional veterinarian may attach conditions to the order that relate to the time and manner of disinfection.

Mandatory condemnation

84.43 (1) An operator of a meat plant who knows or has reasonable grounds to suspect that a farm slaughtered carcass, a part of a farm slaughtered carcass or a farm slaughtered product is likely to contaminate the premises, facilities, equipment or utensils of the plant or any of the items listed in the paragraphs of subsection 84.42 (1) at the plant shall,

- (a) promptly condemn the carcass, the part of it or the product;
- (b) convey it immediately to the inedible materials room or area of the plant; and
- (c) dispose of it in accordance with section 91.

(2) An inspector may order an operator of a meat plant to take any of the actions described in clauses (1) (a) to (c) if the inspector is of the opinion that a farm slaughtered carcass, a part of a farm slaughtered carcass or a farm slaughtered product is likely to contaminate the premises, facilities, equipment or utensils of the plant or any of the items listed in the paragraphs of subsection 84.42 (1) at the plant.

(3) An inspector who makes an order under subsection (2) may attach conditions to the order if they are relevant to the condemnation and disposal.

(4) If an operator does not comply with subsection (1) or with an order made under subsection (2), an inspector may, without a hearing,

- (a) seize the farm slaughtered carcass, the part of it or the farm slaughtered product;
- (b) condemn the farm slaughtered carcass, the part of it or the farm slaughtered product and dispose of it or arrange for its condemnation and disposal; and
- (c) order the operator to pay for the condemnation and disposal.

Voluntary condemnation

84.44 (1) The operator of a meat plant may voluntarily condemn a farm slaughtered carcass, a part of a farm slaughtered carcass or a farm slaughtered product if,

- (a) an inspector has not detained or seized the carcass, the part of it or the product under the Act; or
- (b) an inspector has detained or seized the carcass, the part of it or the product under the Act and a director approves the condemnation.

(2) A director may attach the conditions to the approval that the director considers appropriate for the condemnation.

(3) An operator of a meat plant who condemns a farm slaughtered carcass, a part of it or a farm slaughtered product under this section shall,

- (a) in the case of condemnation under clause (1) (a), dispose of it in accordance with section 91; and
- (b) in the case of condemnation under clause (1) (b), convey it immediately to the inedible materials room or area of the plant and, in the presence of an inspector, dispose of it in accordance with section 91.

(4) If the operator does not comply with clause (3) (b), an inspector may, without a hearing,

- (a) seize the farm slaughtered carcass, the part of it or the farm slaughtered product;
- (b) condemn the farm slaughtered carcass, the part of it or the farm slaughtered product and dispose of it or arrange for its condemnation and disposal; and
- (c) order the operator to pay for the condemnation and disposal.

Return to producer

84.45 (1) Subject to subsections (2) and (3), an operator of a meat plant that receives a farm slaughtered carcass or part of a farm slaughtered carcass shall ensure that all farm slaughtered products derived from the carcass or the part of it are returned from the plant to the producer of the food animal from which the carcass is derived within 28 days of receiving the carcass.

(2) If a regional veterinarian suspends or revokes the approval of a meat plant to receive farm slaughtered carcasses, the operator of the plant shall ensure that,

- (a) all farm slaughtered carcasses and parts of them at the plant are immediately returned from the plant to the respective producers of the food animals from which the carcasses are derived; and
- (b) all farm slaughtered products at the plant are immediately returned from the plant to the producers of the food animals from whose farm slaughtered carcasses the products are derived.

(3) Subsections (1) and (2) do not apply to a farm slaughtered carcass, a part of a farm slaughtered carcass or a farm slaughtered product if,

- (a) an inspector has detained or seized the carcass, the part of it or the product under the Act;
 - (b) the operator or an inspector has condemned the carcass, the part of it or the product under section 84.43 or 84.44 or is required to condemn the carcass, the part of it or the product under section 84.43; or
 - (c) the carcass, the part of it or the product is inedible material.
- (4) If the operator does not return all farm slaughtered products at the plant derived from the carcass or the part of it to the producer of the carcass within the time specified in subsection (1) or if the operator does not immediately return all farm slaughtered carcasses, all parts of them and all farm slaughtered products at the plant in accordance with subsection (2) after the approval of the plant to receive farm slaughtered carcasses is suspended or revoked, the operator shall,
- (a) promptly condemn the carcass, the part of it and any farm slaughtered product derived from the carcass or the part of it;
 - (b) convey the carcass, the part of it and any farm slaughtered products derived from the carcass or the part of it immediately to the inedible materials room or area of the plant; and
 - (c) dispose of the carcass, the part of it and any farm slaughtered product derived from the carcass or the part of it in accordance with section 91.
- (5) If the operator does not comply with subsection (4), an inspector may order the operator to take any of the actions described in clauses (4) (a) to (c).
- (6) An inspector who makes an order under subsection (5) may attach conditions to the order if they are relevant to the condemnation and disposal.
- (7) If an operator does not comply with subsection (1) or (2) or with an order made under subsection (5), an inspector may, without a hearing,
- (a) seize the carcass, the part of it and any farm slaughtered product derived from the carcass or the part of it;
 - (b) condemn the carcass, the part of it and any farm slaughtered product derived from the carcass or the part of it and dispose of the carcass, the part of it and the farm slaughtered products or arrange for their condemnation and disposal; and
 - (c) order the operator to pay for the condemnation and disposal.

Labelling

84.46 (1) The operator of a meat plant that receives a farm slaughtered carcass or part of a farm slaughtered carcass shall ensure that every farm slaughtered product derived from the carcass or the part of it is labelled "Producer Owned, Not for Sale" in legible letters not less than 1.25 cm high before the product is shipped from the plant.

(2) If ink is used to stamp a label on a farm slaughtered product directly under subsection (1), only ink that is fit for human consumption shall be used.

PART VIII.4 HUNTED GAME CARCASSES

Entry of hunted game carcass into meat plant

84.47 (1) The operator of a meat plant may receive a hunted game carcass at the plant for the purposes of dressing, cutting, wrapping or freezing the carcass or processing hunted game products from it for the owner of the carcass if,

- (a) the operator does not have any reason to believe that the carcass is contaminated;
- (b) the operator has established a hunted game carcass protocol that satisfies the requirements set out in subsection (2); and
- (c) a regional veterinarian, under section 84.48, has approved the plant for the purposes of receiving and processing hunted game carcasses.

(2) A hunted game carcass protocol for a meat plant shall be in writing and shall specify the manner in which,

- (a) hunted game carcasses shall be dressed at the plant;
- (b) hunted game carcasses and products shall be processed, handled, packaged and stored at the plant;
- (c) facilities, equipment and utensils of the plant that are used for dressing hunted game carcasses or used for the processing, handling, packaging or storage of hunted game carcasses and products shall be cleaned and sanitized; and
- (d) the premises, facilities, equipment and utensils of the plant and food animals, carcasses and meat products at the plant shall be protected against contamination by hunted game carcasses and products.

Approval of meat plant

84.48 (1) A regional veterinarian may refuse to approve a meat plant for the purposes of receiving hunted game carcasses under this Part if of the opinion that,

- (a) the hunted game carcass protocol for the plant does not comply with subsection (1);
- (b) the protocol is insufficient to protect the premises, facilities, equipment and utensils of the plant and food animals, carcasses and meat products at the plant against contamination by hunted game carcasses and products;
- (c) the operator is not in a position to comply with the protocol; or
- (d) the operator is not in a position to comply with this Part.

(2) A regional veterinarian may at any time suspend or revoke an approval of a meat plant to receive and process hunted game carcasses,

- (a) for any reason that approval could be refused under subsection (1); or
- (b) if of the opinion that the operator or a person under his or her control is not complying with the hunted game carcass protocol or with this Part.

Records of hunted game carcasses

84.49 (1) The operator of a meat plant that receives a hunted game carcass shall make and keep at the plant for at least 12 months from the time at which the carcass was received at the plant, a record of the carcass in writing and in a form acceptable to a director.

- (2) The record shall include,
 - (a) the date on which the carcass was received;
 - (b) the name and address of the person who delivered the carcass to the plant;
 - (c) the name and address of the person who killed the hunted game animal;
 - (d) the species and gender of the hunted game animal; and
 - (e) the game seal number, if a game seal was attached to the carcass when it was received.

Handling and storage

84.50 (1) The operator of a meat plant that receives a hunted game carcass shall ensure that the carcass is skinned, trimmed and washed in a manner that prevents contamination of the premises, facilities, equipment and utensils of the plant and food animals, carcasses, parts of carcasses or meat products at the plant.

(2) The operator of the meat plant shall ensure that every hunted game carcass and hunted game product is marked or identified as such,

- (a) in a manner that is acceptable to an inspector; and
- (b) at all times that the carcass or product is on the plant premises.

(3) The operator of the meat plant shall ensure that every dressed hunted game carcass and hunted game product is packaged and stored in a cooler or freezer at the plant in a manner that prevents it from contaminating carcasses, parts of carcasses and meat products in the cooler or freezer.

(4) The operator of the meat plant shall ensure that,

- (a) no hunted game carcass or product is in a room or area at the plant that contains a carcass or part of a carcass unless the hunted game carcass or product is stored in a cooler or freezer in accordance with subsection (3); and
- (b) no hunted game carcass or product is in a room or area at the plant that contains a meat product, unless,
 - (i) the meat product is an ingredient in a hunted game product that will be processed using the hunted game carcass or product, or
 - (ii) the hunted game carcass or product is stored in a cooler or freezer in accordance with subsection (3).

(5) Subject to subsection (6), the operator of the meat plant shall ensure that equipment, utensils and food contact surfaces that have been in contact with a hunted game carcass, inedible material derived from such a carcass or a hunted game product are effectively cleaned and sanitized before their use in connection with a carcass, a part of a carcass or a meat product.

(6) The operator is not required to ensure that the items listed in subsection (5) are cleaned and sanitized before their use in connection with a meat product if the meat product is an ingredient in a hunted game product.

Disinfection of plant

84.51 (1) A regional veterinarian may order the operator of a meat plant to disinfect the plant if of the opinion that a hunted game carcass or product is likely to contaminate the premises, facilities, equipment or utensils of the plant or any of the food animals, or carcasses, parts of carcasses or meat products at the plant.

(2) The regional veterinarian may attach conditions to the order that relate to the time and manner of disinfection.

Mandatory condemnation

84.52 (1) An operator of a meat plant who knows or has reasonable grounds to suspect that a hunted game carcass or product is likely to contaminate the premises, facilities, equipment or utensils of the plant or any of the food animals, carcasses, parts of carcasses or meat products at the plant shall,

- (a) promptly condemn the carcass or product;
- (b) convey it immediately to the inedible materials room or area of the plant; and
- (c) dispose of it in accordance with section 91.

(2) An inspector may order an operator of a meat plant to take any of the actions described in clauses (1) (a) to (c) if the inspector is of the opinion that a hunted game carcass or product is likely to contaminate the premises, facilities, equipment or utensils of the plant or any of the food animals, carcasses, parts of carcasses or meat products at the plant.

(3) An inspector who makes an order under subsection (2) may attach conditions to the order if they are relevant to the condemnation and disposal.

(4) If an operator does not comply with subsection (1) or with an order made under subsection (2), an inspector may, without a hearing,

- (a) seize the hunted game carcass or product;
- (b) condemn the carcass or product and dispose of it or arrange for its condemnation and disposal; and
- (c) order the operator to pay for the condemnation and disposal.

Voluntary condemnation

84.53 (1) The operator of a meat plant may voluntarily condemn a hunted game carcass or product derived from such a carcass if,

- (a) an inspector has not detained or seized the carcass or product under the Act; or
- (b) an inspector has detained or seized the carcass or product under the Act and a director approves the condemnation.

(2) A director may attach the conditions to the approval that the director considers appropriate for the condemnation.

(3) An operator of a meat plant who condemns a hunted game carcass or product under this section shall,

- (a) in the case of condemnation under clause (1) (a), dispose of it in accordance with section 91; and
- (b) in the case of condemnation under clause (1) (b), convey it immediately to the inedible materials room or area of the plant and, in the presence of an inspector, dispose of it in accordance with section 91.

(4) If the operator does not comply with clause (3) (b), an inspector may, without a hearing,

- (a) seize the hunted game carcass or product;
- (b) condemn the hunted game carcass or product and dispose of it or arrange for its condemnation and disposal; and
- (c) order the operator to pay for the condemnation and disposal.

Return to owner

84.54 (1) If a regional veterinarian suspends or revokes the approval of a meat plant to receive hunted game carcasses, the operator of the plant shall ensure that,

- (a) all hunted game carcasses at the plant are immediately returned from the plant to the owners of the hunted game carcasses; and
- (b) all hunted game products at the plant are immediately returned from the plant to the owners of the hunted game carcasses from which the hunted game carcasses are derived.

(2) Subsection (1) does not apply to a hunted game carcass or a hunted game product if,

- (a) an inspector has detained or seized the carcass or product under the Act;
- (b) the operator or an inspector has condemned the carcass or product under section 84.52 or 84.53 or is required to condemn the carcass or product under section 84.52; or

(c) the carcass or product is inedible material.

(3) If the operator does not immediately return all hunted game carcasses and hunted game products at the plant in accordance with subsection (1) after the approval of the plant to receive hunted game carcasses is suspended or revoked, the operator shall,

(a) promptly condemn the carcass and any hunted game product derived from the carcass;

(b) convey the carcass and any hunted game products derived from the carcass immediately to the inedible materials room or area of the plant; and

(c) dispose of the carcass and any hunted game product derived from the carcass in accordance with section 91.

(4) If the operator does not comply with subsection (3), an inspector may order the operator to take any of the actions described in clauses (3) (a) to (c).

(5) An inspector who makes an order under subsection (4) may attach conditions to the order if they are relevant to the condemnation and disposal.

(6) If an operator does not comply with subsection (1) or (2) or with an order made under subsection (4), an inspector may, without a hearing,

(a) seize the carcass and any hunted game product derived from the carcass;

(b) condemn the carcass and any hunted game product derived from the carcass and dispose of carcass and hunted game products or arrange for their condemnation and disposal; and

(c) order the operator to pay for the condemnation and disposal.

Labelling

84.55 (1) The operator of a meat plant that receives a hunted game carcass shall ensure that every hunted game product derived from the carcass is labelled "Consumer Owned, Not for Sale" in legible letters not less than 1.25 cm high before the product is shipped from the plant.

(2) If ink is used to stamp a label on a hunted game product directly under subsection (1), only ink that is fit for human consumption shall be used.

14. Part XIV.1 (sections 138.1 to 138.5) of the Regulation is revoked.

15. This Regulation comes into force on May 1, 2008.

16/08

ONTARIO REGULATION 71/08

made under the

HIGHWAY TRAFFIC ACT

Made: April 2, 2008

Filed: April 3, 2008

Published on e-Laws: April 4, 2008

Printed in *The Ontario Gazette*: April 19, 2008

Amending Reg. 628 of R.R.O. 1990
(Vehicle Permits)

Note: Regulation 628 has previously been amended. Those amendments are listed in the Table of Current Consolidated Regulations – Legislative History Overview which can be found at www.e-Laws.gov.on.ca.

1. (1) Section 1 of Regulation 628 of the Revised Regulations of Ontario, 1990 is amended by adding the following definitions:

“special permit” means a permit issued under section 12;

“temporary validation” means validation issued under section 5.2;

(2) Section 1 of the Regulation is amended by adding the following subsections:

(2) For the purposes of sections 5.2 and 12 and subsection 17 (1), a commercial motor vehicle is considered to be laden in the following circumstances:

1. It is towing another motor vehicle.
2. It is carrying any goods or cargo.
3. It is drawing a trailer that is carrying any goods or cargo.
4. It is drawing a trailer chassis that is carrying an inter-modal shipping container.
5. It is a bus carrying two or more passengers.

(3) Despite subsection (2), a commercial motor vehicle described in paragraph 1, 2, 3 or 4 of that subsection is considered to be unladen if its gross weight is 4,500 kilograms or less.

2. Section 4 of the Regulation is amended by adding the following subsection:

(3.1) Subsection (1) does not apply to a special permit or temporary validation of a permit.

3. Section 5 of the Regulation is amended by adding the following subsection:

(6) This section does not apply to a special permit or temporary validation of a permit.

4. The Regulation is amended by adding the following section:

5.2 (1) A permit for any motor vehicle may be temporarily validated for a period of 10 days.

(2) Subject to subsection (3), temporary validation may not be issued more than twice to the same holder of a permit for the same vehicle.

(3) If, after being issued one or two consecutive temporary validations of a permit for a vehicle, the permit is validated on payment of a fee prescribed under section 18 or 19, the permit may again be temporarily validated one or two consecutive times.

(4) Temporary validation shall not be issued for a motor vehicle if the permit for the motor vehicle is marked “unfit motor vehicle” or, in the case of a permit issued by another jurisdiction, the equivalent of unfit in that jurisdiction.

(5) Temporary validation shall not be issued for a motor vehicle if the permit for the motor vehicle indicates that the motor vehicle is classified as irreparable or salvage or, in the case of a permit issued by another jurisdiction, the equivalent of irreparable or salvage in that jurisdiction.

(6) Evidence of temporary validation shall be affixed to the number plate that corresponds to the temporary permit, in accordance with subsection 9 (1).

(7) Evidence of temporary validation shall not be displayed on the number plate of a commercial motor vehicle that is laden.

(8) Section 2 does not apply to the furnishing of evidence of temporary validation issued under this section.

5. Subsection 8 (1) of the Regulation is revoked and the following substituted:

(1) It is a condition applying to every permit, other than a CAVR cab card, IRP cab card or special permit, that it bear the signature of the holder thereof, written in ink.

6. Subsection 8.1 (3) of the Regulation is revoked and the following substituted:

(3) Despite anything in this Regulation, no motor vehicle permit, other than a special permit, shall be renewed or evidence of validation, other than evidence of temporary validation, shall be furnished in respect of a motor vehicle to which this section applies unless the Ministry is satisfied that an emissions inspection report or a conditional emissions inspection report has been issued in respect of the vehicle within 12 months before the permit expires or, if the application for renewal is made after the expiry of the permit, within 12 months before the application for renewal.

7. Subsection 8.2 (2) of the Regulation is revoked and the following substituted:

(2) Despite anything in this Regulation, no motor vehicle permit, other than a special permit, shall be renewed or evidence of validation, other than evidence of temporary validation, shall be furnished in respect of a motor vehicle described in subsection (1) unless the Ministry is satisfied that an emissions inspection report has been issued in respect of the vehicle within 12 months before the permit expires or, if the application for renewal is made after the expiry of the permit, within 12 months before the application for renewal.

8. Sections 11 and 12 of the Regulation are revoked and the following substituted:

RESTRICTED PERMITS

12. (1) A special permit that is valid for 10 days may be issued for the following motor vehicles:

1. A commercial motor vehicle.
 2. A motor vehicle or trailer owned by a manufacturer or dealer in motor vehicles or trailers.
 3. A motor vehicle or trailer bought at an auction if the Ministry has authorized the issuance of special permits at the auction.
 4. A motor vehicle or trailer that is entering Ontario solely for the purpose of passing through Ontario.
 5. A motor vehicle or trailer that is being taken out of Ontario.
 6. A motor vehicle that is a roadworthy prototype vehicle.
- (2) A special permit shall not be issued if the applicant has not complied with subsection 11 (2) of the Act.
- (3) A person to whom a special permit is issued for a vehicle may be issued only one further special permit for the same vehicle in any 12-month period.
- (4) Subsection (3) does not apply in respect of a special permit for which the fee prescribed under subparagraph 15 iv, v, vi or vii of subsection 17 (1) is paid.
- (5) A special permit shall be affixed in a clearly visible position,
- (a) to the windshield of the motor vehicle; or
 - (b) in the case of a special permit issued for a trailer, to the windshield of the motor vehicle drawing the trailer.
- (6) Despite subsection (5), if a special permit provides for another method for affixing or carrying the special permit, it shall be affixed or carried as stated and not as provided by subsection (5).
- (7) A special permit shall not be issued for a motor vehicle or trailer if the permit for the motor vehicle or trailer is marked “unfit motor vehicle” or “unfit” or, in the case of a permit issued by another jurisdiction, the equivalent of unfit in that jurisdiction.
- (8) A special permit shall not be issued for a motor vehicle or trailer if the permit for the motor vehicle or trailer indicates that it is classified as irreparable or salvage or, in the case of a permit issued by another jurisdiction, the equivalent of irreparable or salvage in that jurisdiction.
- (9) A special permit shall not be displayed on a laden commercial motor vehicle unless the fee paid for the special permit was the fee prescribed by subparagraph 15 v, vi or vii of subsection 17 (1).
- (10) Subsection (9) does not apply to a special permit issued for a trailer if,
- (a) the trailer is drawn by a motor vehicle for which the vehicle permit was not issued under this section; and
 - (b) the trailer and the motor vehicle drawing it are in compliance with subsection 121 (1) of the Act.
- (11) Clauses 7 (1) (b) and (c) of the Act do not apply in respect of a motor vehicle for which a special permit is issued while the special permit is valid.
- (12) Clause 7 (4) (b) of the Act does not apply in respect of a trailer with a valid special permit.
- (13) Section 2 does not apply to the issuance of a special permit.

9. Paragraphs 14 and 15 of subsection 17 (1) of the Regulation are revoked and the following substituted:

14.	For a permit for a commercial motor vehicle, laden or unladen, used exclusively to replace a disabled commercial motor vehicle designated and registered as a Category “A” commercial motor vehicle pursuant to the Canadian Agreement on Vehicle Registration	10
15.	For a special permit for,	
	i. a trailer	15
	ii. a motor vehicle that is not a commercial motor vehicle	15
	iii. an unladen commercial motor vehicle for which temporary validation is not issued	15
	iv. a roadworthy prototype vehicle	15
	v. a laden commercial motor vehicle not drawing a trailer	75
	vi. a commercial motor vehicle drawing a trailer, either or both of which are laden	132

	vii. a commercial motor vehicle on whose chassis there is a machine or apparatus that is not designed or used primarily for the transportation of persons or property	132
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10. The Regulation is amended by adding the following section under the heading “VALIDATION FEES”:

17.1 The fee for temporary validation of a permit is \$15.

11. This Regulation comes into force on the later of July 27, 2008 and the day this Regulation is filed.

16/08

ONTARIO REGULATION 72/08

made under the

COURTS OF JUSTICE ACT

Made: April 2, 2008

Filed: April 3, 2008

Published on e-Laws: April 4, 2008

Printed in *The Ontario Gazette*: April 19, 2008

Amending O. Reg. 502/99

(Number of Judges)

Note: Ontario Regulation 502/99 has previously been amended. Those amendments are listed in the Table of Current Consolidated Regulations – Legislative History Overview which can be found at www.e-Laws.gov.on.ca.

- 1. Section 2 of Ontario Regulation 502/99 is amended by striking out “20” at the end and substituting “21”.**
- 2. This Regulation comes into force on the day it is filed.**

RÈGLEMENT DE L'ONTARIO 72/08

pris en application de la

LOI SUR LES TRIBUNAUX JUDICIAIRES

pris le 2 avril 2008

déposé le 3 avril 2008

publié sur le site Lois-en-ligne le 4 avril 2008

imprimé dans la *Gazette de l'Ontario* le 19 avril 2008

modifiant le Règl. de l'Ont. 502/99

(Nombre de juges)

Remarque : Le Règlement de l'Ontario 502/99 a été modifié antérieurement. Ces modifications sont indiquées dans le Sommaire de l'historique législatif des codifications (règlements) qui se trouve sur le site www.lois-en-ligne.gouv.on.ca.

- 1. L'article 2 du Règlement de l'Ontario 502/99 est modifié par substitution de «21» à «20» à la fin de l'article.**
- 2. Le présent règlement entre en vigueur le jour de son dépôt.**

16/08

ONTARIO REGULATION 73/08

made under the

INTERJURISDICTIONAL SUPPORT ORDERS ACT, 2002

Made: April 2, 2008

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Amending O. Reg. 53/03
(Reciprocating Jurisdictions)

Note: Ontario Regulation 53/03 has previously been amended. Those amendments are listed in the Table of Current Consolidated Regulations – Legislative History Overview which can be found at www.e-Laws.gov.on.ca.

1. The Table to paragraph 4 of section 1 of Ontario Regulation 53/03 is amended by adding the following:

Barbados

.

Cayman Islands

.

Kingdom of Norway

.

Republic of Hungary
Republic of Ireland

2. This Regulation comes into force on the day it is filed.

RÈGLEMENT DE L'ONTARIO 73/08

pris en application de la

LOI DE 2002 SUR LES ORDONNANCES ALIMENTAIRES D'EXÉCUTION RÉCIPROQUE

pris le 2 avril 2008

déposé le 3 avril 2008

publié sur le site Lois-en-ligne le 4 avril 2008

imprimé dans la *Gazette de l'Ontario* le 19 avril 2008

modifiant le Règl. de l'Ont. 53/03
(Autorités pratiquant la réciprocité)

Remarque : Le Règlement de l'Ontario 53/03 a été modifié antérieurement. Ces modifications sont indiquées dans le Sommaire de l'historique législatif des codifications (règlements) qui se trouve sur le site www.lois-en-ligne.gouv.on.ca.

1. Le tableau de la disposition 4 de l'article 1 du Règlement de l'Ontario 53/03 est modifié par adjonction de ce qui suit :

Barbade

.

Îles Caïmans

.

République de Hongrie
République d'Irlande

Royaume de Norvège

2. Le présent règlement entre en vigueur le jour de son dépôt.

16/08

ONTARIO REGULATION 74/08

made under the

CORPORATIONS TAX ACT

Made: April 3, 2008

Filed: April 3, 2008

Published on e-Laws: April 4, 2008

Printed in *The Ontario Gazette*: April 19, 2008

PROVISIONS PRESCRIBED FOR THE PURPOSES OF AN AGREEMENT UNDER SECTION 98.1 OF THE ACT

Administration of the Act and regulations

1. Except as otherwise provided in section 2, every provision of the Act and the regulations made under the Act is prescribed for the purposes of subsection 98.1 (4) of the Act as a provision that may be administered and enforced by the Canada Revenue Agency after April 2, 2008 if an agreement entered into under section 98.1 of the Act is in effect at the time of the administration and enforcement of the provision.

Exceptions

2. (1) Sections 74, 74.2, 74.3 and 74.4 of the Act shall not be administered or enforced by the Canada Revenue Agency.
- (2) The Canada Revenue Agency shall not exercise the powers or perform the duties of the Minister under,
- (a) clause (c) of the definition of "Ontario Jobs and Opportunity Bond" in subsection 37.1 (1) of the Act, with respect to the designation of a bond, debenture or other security as an Ontario Jobs and Opportunity Bond, and sections 3, 4 and 5 of Ontario Regulation 155/03 (Tax Incentive for Investing in Ontario Jobs and Opportunity Bonds) made under the Act;
 - (b) subsections 43.4 (5.1) and (5.2) of the Act;
 - (c) the definition of "qualifying skilled trade" in subsection 43.13 (19) of the Act;
 - (d) section 75 of the Act;
 - (e) section 77 of the Act;
 - (f) Divisions B, D and D.1 of Part V of the Act;
 - (g) subsection 94 (3) of the Act;
 - (h) subsections 98 (3) and (4) of the Act;
 - (i) subsections 98.1 (1) and (8) of the Act;
 - (j) sections 99, 100, 101, 102, 103, 104 and 105 of the Act;
 - (k) subsection 107 (2) of the Act;
 - (l) section 108 of the Act;
 - (m) section 111 of the Act;
 - (n) section 112.1 of the Act; and
 - (o) any provision of the Act that authorizes the Minister of Finance to make regulations.

(3) The Canada Revenue Agency shall not exercise the powers or perform the duties of the Director of the Corporations Tax Branch referred to in paragraph 6 of the definition of “qualifying co-operative education program” in subsection 1 (1) of Ontario Regulation 61/06 (Co-operative Education Tax Credit) made under the Act.

(4) In administering and enforcing the Act in accordance with the agreement and this Regulation, the Canada Revenue Agency shall not exercise the Minister’s powers with respect to the prosecution of any person for an offence under the Act.

(5) The Canada Revenue Agency shall not, under section 109 of the Act, accept an amount in satisfaction of an amount of tax payable by a corporation under the Act that is less than the amount of tax payable under the Act by the corporation.

Commencement

3. This Regulation comes into force on the earlier of April 3, 2008 and the day it is filed.

Made by:

DWIGHT DOUGLAS DUNCAN
Minister of Finance

Date made: April 3, 2008.

16/08

ONTARIO REGULATION 75/08

made under the

REGULATORY MODERNIZATION ACT, 2007

Made: April 2, 2008

Filed: April 4, 2008

Published on e-Laws: April 7, 2008

Printed in *The Ontario Gazette*: April 19, 2008

DESIGNATIONS

Designation for purposes of s. 7 of Act — information sharing

1. (1) The legislation set out in Table 1 of Schedule A is designated under section 6 of the Act for the purposes of section 7 of the Act.

(2) The designations in subsection (1) are limited, as follows:

1. The designation of the provisions of the *Milk Act* and the provisions of regulations made under that Act listed in Table 1 of Schedule A applies only for the purpose of the collection, use and disclosure of information that was originally collected in the course of the administration and enforcement of those provisions by or on behalf of a Minister.
2. The designation of the *Tobacco Tax Act* in Table 1 of Schedule A applies only for the purposes set out in paragraphs 1 to 7 and paragraph 9 of section 5 of the Act.

(3) The repealed Acts and revoked regulations set out in Table 2 of Schedule A are designated under section 12 of the Act for the purposes of section 7 of the Act.

(4) With respect to a repealed Act or revoked regulation set out in Table 2 of Schedule A, the Minister identified in the corresponding row of Column 4 of the Table is the Minister responsible for the purposes of exercising the powers set out in subsection 7 (2) of the Act.

Designation for purposes of s. 10 of Act — publication

2. (1) The legislation set out in Table 1 of Schedule B is designated under section 10 of the Act for the purposes of that section.

(2) The designations in subsection (1) are limited, as follows:

1. The designation of the provisions of the *Milk Act* and the provisions of regulations made under that Act listed in Table 1 of Schedule B applies only for the purpose of the publication of information that was originally collected in the course of the administration and enforcement of those provisions by or on behalf of a Minister.

(3) The repealed Acts and revoked regulations set out in Table 2 of Schedule B are designated under section 12 of the Act for the purposes of section 10 of the Act.

(4) With respect to a repealed Act or revoked regulation set out in Table 2 of Schedule B, the Minister identified in the corresponding row of Column 4 of the Table is the Minister responsible for the purposes of publishing information under section 10 of the Act.

Designation for purposes of s. 14 of Act — multiple authorizations

3. (1) The legislation set out in Schedule C is designated under section 13 of the Act for the purposes of section 14 of the Act.

(2) The designations in subsection (1) are limited, as follows:

1. The designation of the provisions of the *Milk Act* and the provisions of regulations made under that Act listed in Schedule C applies only for the purpose of exercising powers and performing duties in the course of the administration and enforcement of those provisions by or on behalf of a Minister.
2. The designation of the *Tobacco Tax Act* in Schedule C applies only for the purposes set out in paragraphs 1 to 7 and paragraph 9 of section 5 of the Act.

Commencement

4. (1) **Subject to subsection (2), this Regulation comes into force on the day it is filed.**

(2) **Section 2 and Schedule B come into force four months after the day this Regulation is filed.**

SCHEDULE A
DESIGNATION FOR PURPOSES OF S. 7 OF ACT (INFORMATION SHARING)

TABLE 1
ACTS AND REGULATIONS DESIGNATED UNDER S. 6 OF ACT

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
1.	<i>Accessibility for Ontarians with Disabilities Act, 2005</i>	Whole	All
2.	<i>Aggregate Resources Act</i>	Whole	All
3.	<i>Agricultural Tile Drainage Installation Act</i>	Whole	All
4.	<i>Ambulance Act</i>	Whole	All
5.	<i>Athletics Control Act</i>	Whole	All
6.	<i>Bailiffs Act</i>	Whole	All
7.	<i>Bees Act</i>	Whole	All
8.	<i>Cemeteries Act (Revised)</i>	Whole	All
9.	<i>Child and Family Services Act</i>	Subsection 5 (5), sections 6 and 25, subsection 45 (8), section 72, subsections 74 (5), 75 (6), 75 (10), 76 (11) and 79 (2), (3) and (5), sections 82, 83 and 84, clauses 85 (1) (c), (d), (f), (h), (i) and (j), subsections 85 (2) and (3), subsections 141 (1), (2), (3) and (4), subsection 143 (2), sections 175 and 176, and Part IX (Licensing)	Part VII (Adoption), except sections 56.1 and 56.2, and Part IX (Licensing) of R.R.O. 1990, Regulation 70 (General)
10.	<i>Clean Water Act, 2006</i>	Whole	All
11.	<i>Collection Agencies Act</i>	Whole	All
12.	<i>Condominium Act, 1998</i>	Whole	All
13.	<i>Conservation Authorities Act</i>	Whole	All
14.	<i>Consumer Protection Act, 2002</i>	Whole	All
15.	<i>Consumer Reporting Act</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
16.	<i>Crown Forest Sustainability Act, 1994</i>	Whole	All
17.	<i>Dangerous Goods Transportation Act</i>	Whole	All
18.	<i>Day Nurseries Act</i>	Whole	R.R.O. 1990, Regulation 262 (General)
19.	<i>Dead Animal Disposal Act</i>	Whole	All
20.	<i>Electricity Act, 1998</i>	Part VIII (Electrical Safety)	O. Reg. 164/99 (Electrical Safety Code) O. Reg. 22/04 (Electrical Distribution Safety) O. Reg. 570/05 (Licensing of Electrical Contractors and Master Electricians) O. Reg. 438/07 (Product Safety)
21.	<i>Employment Standards Act, 2000</i>	Whole	All
22.	<i>Endangered Species Act</i>	Whole	All
23.	<i>Endangered Species Act, 2007</i>	Whole	All
24.	<i>Environmental Assessment Act</i>	Whole	All
25.	<i>Environmental Bill of Rights, 1993</i>	Whole	All
26.	<i>Environmental Protection Act</i>	Whole	All
27.	<i>Farm Implements Act</i>	Whole	All
28.	<i>Farm Products Grades and Sales Act</i>	Whole	All
29.	<i>Film Classification Act, 2005</i>	Whole	All
30.	<i>Fish and Wildlife Conservation Act, 1997</i>	Whole	All
31.	<i>Fish Inspection Act</i>	Whole	All
32.	<i>Food Safety and Quality Act, 2001</i>	Whole	All
33.	<i>Forest Fires Prevention Act</i>	Whole	All
34.	<i>Funeral, Burial and Cremation Services Act, 2002</i>	Whole	All
35.	<i>Funeral Directors and Establishments Act</i>	Whole	All
36.	<i>Grains Act</i>	Whole	All
37.	<i>Healing Arts Radiation Protection Act</i>	Whole	All
38.	<i>Health Protection and Promotion Act</i>	Whole	R.R.O. 1990, Regulation 554 (Camps in Unorganized Territory) R.R.O. 1990, Regulation 562 (Food Premises) R.R.O. 1990, Regulation 565 (Public Pools) R.R.O. 1990, Regulation 568 (Recreational Camps) O. Reg. 428/05 (Public Spas)
39.	<i>Highway Traffic Act</i>	Whole	All
40.	<i>Homes for Special Care Act</i>	Whole	R.R.O. 1990, Regulation 636 (General), excluding Part VI (Admission of Residents) and Part IX (Payments by Minister)
41.	<i>Intercountry Adoption Act, 1998</i>	Sections 8 to 19 and subsections 20 (2) to (6)	O. Reg. 200/99 (General)
42.	<i>Laboratory and Specimen Collection Centre Licensing Act</i>	Whole except clauses 9 (14) (b) and (c), subsection 9 (15), clause 18 (r) and sections 19 and 20	R.R.O. 1990, Regulation 682 (Laboratories), excluding clause 9 (1) (f) and section 14 R.R.O. 1990, Regulation 683 (Specimen Collection Centres)
43.	<i>Lakes and Rivers Improvement Act</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
44.	<i>Livestock and Livestock Products Act</i>	Whole	R.R.O. 1990, Regulation 724 (Eggs) R.R.O. 1990, Regulation 725 (Livestock) R.R.O. 1990, Regulation 726 (Processed Egg)
45.	<i>Livestock Community Sales Act</i>	Whole	All
46.	<i>Livestock Medicines Act</i>	Whole	All
47.	<i>Milk Act</i>	Sections 1 and 2, subsections 2.1 (1), (3), (4) and (5) and sections 4, 10, 11, 13, 14, 15, 16, 21 and 22	R.R.O. 1990, Regulation 753 (Grades, Standards, Designations, Classes, Packing and Marking) R.R.O. 1990, Regulation 761 (Milk and Milk Products)
48.	<i>Mining Act</i>	Whole	All
49.	<i>Ministry of Training, Colleges and Universities Act</i>	Whole	All
50.	<i>Motor Vehicle Dealers Act</i>	Whole	All
51.	<i>Motor Vehicle Dealers Act, 2002</i>	Whole	All
52.	<i>Niagara Escarpment Planning and Development Act</i>	Whole	All
53.	<i>Nutrient Management Act, 2002</i>	Whole	All
54.	<i>Occupational Health and Safety Act</i>	Whole except sections 34, 39 and 40	All except section 3 and sections 19 to 23 of R.R.O. 1990, Regulation 860 (Workplace Hazardous Materials Information System (WHMIS))
55.	<i>Oil, Gas and Salt Resources Act</i>	Whole	All
56.	<i>Ontario Highway Transport Board Act</i>	Whole	All
57.	<i>Ontario New Home Warranties Plan Act</i>	Whole	All
58.	<i>Ontario Society for the Prevention of Cruelty to Animals Act</i>	Whole	All
59.	<i>Ontario Water Resources Act</i>	Whole	All
60.	<i>Pay Equity Act</i>	Whole	All
61.	<i>Pesticides Act</i>	Whole	All
62.	<i>Plant Diseases Act</i>	Whole	All
63.	<i>Post-secondary Education Choice and Excellence Act, 2000</i>	Whole	All
64.	<i>Private Career Colleges Act, 2005</i>	Whole	All
65.	<i>Private Security and Investigative Services Act, 2005</i>	Whole	All
66.	<i>Provincial Parks and Conservation Reserves Act, 2006</i>	Whole	All
67.	<i>Public Lands Act</i>	Whole	All
68.	<i>Public Vehicles Act</i>	Whole	All
69.	<i>Racing Commission Act, 2000</i>	Whole	All
70.	<i>Real Estate and Business Brokers Act, 2002</i>	Whole	All
71.	<i>Residential Tenancies Act, 2006</i>	Part XVI (Offences)	None
72.	<i>Safe Drinking Water Act, 2002</i>	Whole	All
73.	<i>Shortline Railways Act, 1995</i>	Whole	All
74.	<i>Smoke-Free Ontario Act</i>	Whole	All
75.	<i>Sustainable Water and Sewage Systems Act, 2002</i>	Whole	All
76.	<i>Technical Standards and Safety Act, 2000</i>	Whole	All
77.	<i>Tobacco Tax Act</i>	Whole except section 17	None
78.	<i>Travel Industry Act, 2002</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
79.	<i>Vintners Quality Alliance Act, 1999</i>	Whole	O. Reg. 405/00 (General) O. Reg. 406/00 (Rules of Vintners Quality Alliance Ontario under Clauses 5 (1) (a), (b) and (c) of the Act Relating to Terms, Descriptions and Designations for VQA Wine)
80.	<i>Waste Diversion Act, 2002</i>	Whole	All

TABLE 2
REPEALED ACTS AND REVOKED REGULATIONS DESIGNATED UNDER S. 12 OF ACT

Item	Column 1	Column 2	Column 3	Column 4
	Title of repealed Act	Portion of repealed Act that is designated	Revoked regulations made under the repealed Act that are designated	Responsible Minister
1.	<i>Consumer Protection Act</i>	Whole	R.R.O. 1990, Regulation 176 (General) O. Reg. 175/01 (Direct Sales Contracts)	Minister of Government and Consumer Services
2.	<i>Meat Inspection Act (Ontario)</i>	Whole	O. Reg. 632/92 (General)	Minister of Agriculture, Food and Rural Affairs
3.	<i>Private Career Colleges Act</i>	Whole	R.R.O. 1990, Regulation 939 (General)	Minister of Training, Colleges and Universities
4.	<i>Private Investigators and Security Guards Act</i>	Whole	None	Minister of Community Safety and Correctional Services
5.	<i>Real Estate and Business Brokers Act</i>	Whole	R.R.O. 1990, Regulation 986 (General)	Minister of Government and Consumer Services
6.	<i>Tenant Protection Act, 1997</i>	Section 206	None	Minister of Municipal Affairs and Housing
7.	<i>Theatres Act</i>	Whole	R.R.O. 1990, Regulation 1031 (General) O. Reg. 248/95 (Adult Sex Film Stickers)	Minister of Government and Consumer Services
8.	<i>Travel Industry Act</i>	Whole	O. Reg. 806/93 (General)	Minister of Government and Consumer Services

SCHEDULE B
DESIGNATION FOR PURPOSES OF S. 10 OF ACT (PUBLICATION)

TABLE 1
ACTS AND REGULATIONS DESIGNATED UNDER S. 10 OF ACT

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
1.	<i>Accessibility for Ontarians with Disabilities Act, 2005</i>	Whole	All
2.	<i>Aggregate Resources Act</i>	Whole	All
3.	<i>Agricultural Tile Drainage Installation Act</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
4.	<i>Ambulance Act</i>	Whole	All
5.	<i>Athletics Control Act</i>	Whole	All
6.	<i>Bailiffs Act</i>	Whole	All
7.	<i>Bees Act</i>	Whole	All
8.	<i>Cemeteries Act (Revised)</i>	Whole	All
9.	<i>Child and Family Services Act</i>	Subsection 5 (5), sections 6 and 25, subsection 45 (8), section 72, subsections 74 (5), 75 (6), 75 (10), 76 (11) and 79 (2), (3) and (5), sections 82, 83 and 84, clauses 85 (1) (c), (d), (f), (h), (i) and (j), subsections 85 (2) and (3), subsections 141 (1), (2), (3) and (4), subsection 143 (2), sections 175 and 176, and Part IX (Licensing)	Part VII (Adoption), except sections 56.1 and 56.2, and Part IX (Licensing) of R.R.O. 1990, Regulation 70 (General)
10.	<i>Clean Water Act, 2006</i>	Whole	All
11.	<i>Collection Agencies Act</i>	Whole	All
12.	<i>Condominium Act, 1998</i>	Whole	All
13.	<i>Conservation Authorities Act</i>	Whole	All
14.	<i>Consumer Protection Act, 2002</i>	Whole	All
15.	<i>Consumer Reporting Act</i>	Whole	All
16.	<i>Crown Forest Sustainability Act, 1994</i>	Whole	All
17.	<i>Dangerous Goods Transportation Act</i>	Whole	All
18.	<i>Day Nurseries Act</i>	Whole	R.R.O. 1990, Regulation 262 (General)
19.	<i>Dead Animal Disposal Act</i>	Whole	All
20.	<i>Electricity Act, 1998</i>	Part VIII (Electrical Safety)	O. Reg. 164/99 (Electrical Safety Code) O. Reg. 22/04 (Electrical Distribution Safety) O. Reg. 570/05 (Licensing of Electrical Contractors and Master Electricians) O. Reg. 438/07 (Product Safety)
21.	<i>Employment Standards Act, 2000</i>	Whole	All
22.	<i>Endangered Species Act</i>	Whole	All
23.	<i>Endangered Species Act, 2007</i>	Whole	All
24.	<i>Environmental Assessment Act</i>	Whole	All
25.	<i>Environmental Bill of Rights, 1993</i>	Whole	All
26.	<i>Environmental Protection Act</i>	Whole	All
27.	<i>Farm Implements Act</i>	Whole	All
28.	<i>Farm Products Grades and Sales Act</i>	Whole	All
29.	<i>Film Classification Act, 2005</i>	Whole	All
30.	<i>Fish and Wildlife Conservation Act, 1997</i>	Whole	All
31.	<i>Fish Inspection Act</i>	Whole	All
32.	<i>Food Safety and Quality Act, 2001</i>	Whole	All
33.	<i>Forest Fires Prevention Act</i>	Whole	All
34.	<i>Funeral, Burial and Cremation Services Act, 2002</i>	Whole	All
35.	<i>Funeral Directors and Establishments Act</i>	Whole	All
36.	<i>Grains Act</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
37.	<i>Health Protection and Promotion Act</i>	Whole	R.R.O. 1990, Regulation 554 (Camps in Unorganized Territory) R.R.O. 1990, Regulation 562 (Food Premises) R.R.O. 1990, Regulation 565 (Public Pools) R.R.O. 1990, Regulation 568 (Recreational Camps) O. Reg. 428/05 (Public Spas)
38.	<i>Highway Traffic Act</i>	Whole	All
39.	<i>Homes for Special Care Act</i>	Whole	R.R.O. 1990, Regulation 636 (General), excluding Part VI (Admission of Residents) and Part IX (Payments by Minister)
40.	<i>Intercountry Adoption Act, 1998</i>	Sections 8 to 19 and subsections 20 (2) to (6)	O. Reg. 200/99 (General)
41.	<i>Laboratory and Specimen Collection Centre Licensing Act</i>	Whole except clauses 9 (14) (b) and (c), subsection 9 (15), clause 18 (r) and sections 19 and 20	R.R.O. 1990, Regulation 682 (Laboratories), excluding clause 9 (1) (f) and section 14 R.R.O. 1990, Regulation 683 (Specimen Collection Centres)
42.	<i>Lakes and Rivers Improvement Act</i>	Whole	All
43.	<i>Livestock and Livestock Products Act</i>	Whole	R.R.O. 1990, Regulation 724 (Eggs) R.R.O. 1990, Regulation 725 (Livestock) R.R.O. 1990, Regulation 726 (Processed Egg)
44.	<i>Livestock Community Sales Act</i>	Whole	All
45.	<i>Livestock Medicines Act</i>	Whole	All
46.	<i>Milk Act</i>	Sections 1 and 2, subsections 2.1 (1), (3), (4) and (5) and sections 4, 10, 11, 13, 14, 15, 16, 21 and 22	R.R.O. 1990, Regulation 753 (Grades, Standards, Designations, Classes, Packing and Marking) R.R.O. 1990, Regulation 761 (Milk and Milk Products)
47.	<i>Mining Act</i>	Whole	All
48.	<i>Ministry of Training, Colleges and Universities Act</i>	Whole	All
49.	<i>Motor Vehicle Dealers Act</i>	Whole	All
50.	<i>Motor Vehicle Dealers Act, 2002</i>	Whole	All
51.	<i>Niagara Escarpment Planning and Development Act</i>	Whole	All
52.	<i>Nutrient Management Act, 2002</i>	Whole	All
53.	<i>Occupational Health and Safety Act</i>	Whole except sections 34, 39 and 40	All except section 3 and sections 19 to 23 of R.R.O. 1990, Regulation 860 (Workplace Hazardous Materials Information System (WHMIS))
54.	<i>Oil, Gas and Salt Resources Act</i>	Whole	All
55.	<i>Ontario Highway Transport Board Act</i>	Whole	All
56.	<i>Ontario New Home Warranties Plan Act</i>	Whole	All
57.	<i>Ontario Water Resources Act</i>	Whole	All
58.	<i>Pay Equity Act</i>	Whole	All
59.	<i>Pesticides Act</i>	Whole	All
60.	<i>Plant Diseases Act</i>	Whole	All
61.	<i>Post-secondary Education Choice and Excellence Act, 2000</i>	Whole	All
62.	<i>Private Career Colleges Act, 2005</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
63.	<i>Private Security and Investigative Services Act, 2005</i>	Whole	All
64.	<i>Provincial Parks and Conservation Reserves Act, 2006</i>	Whole	All
65.	<i>Public Lands Act</i>	Whole	All
66.	<i>Public Vehicles Act</i>	Whole	All
67.	<i>Racing Commission Act, 2000</i>	Whole	All
68.	<i>Real Estate and Business Brokers Act, 2002</i>	Whole	All
69.	<i>Residential Tenancies Act, 2006</i>	Part XVI (Offences)	None
70.	<i>Safe Drinking Water Act, 2002</i>	Whole	All
71.	<i>Shortline Railways Act, 1995</i>	Whole	All
72.	<i>Smoke-Free Ontario Act</i>	Whole	All
73.	<i>Sustainable Water and Sewage Systems Act, 2002</i>	Whole	All
74.	<i>Technical Standards and Safety Act, 2000</i>	Whole	All
75.	<i>Travel Industry Act, 2002</i>	Whole	All
76.	<i>Vintners Quality Alliance Act, 1999</i>	Whole	O. Reg. 405/00 (General) O. Reg. 406/00 (Rules of Vintners Quality Alliance Ontario under Clauses 5 (1) (a), (b) and (c) of the Act Relating to Terms, Descriptions and Designations for VQA Wine)
77.	<i>Waste Diversion Act, 2002</i>	Whole	All

TABLE 2
REPEALED ACTS AND REVOKED REGULATIONS DESIGNATED UNDER S. 12 OF ACT

Item	Column 1	Column 2	Column 3	Column 4
	Title of repealed Act	Portion of repealed Act that is designated	Revoked regulations made under the repealed Act that are designated	Responsible Minister
1.	<i>Consumer Protection Act</i>	Whole	R.R.O. 1990, Regulation 176 (General) O. Reg. 175/01 (Direct Sales Contracts)	Minister of Government and Consumer Services
2.	<i>Meat Inspection Act (Ontario)</i>	Whole	O. Reg. 632/92 (General)	Minister of Agriculture, Food and Rural Affairs
3.	<i>Private Career Colleges Act</i>	Whole	R.R.O. 1990, Regulation 939 (General)	Minister of Training, Colleges and Universities
4.	<i>Private Investigators and Security Guards Act</i>	Whole	None	Minister of Community Safety and Correctional Services
5.	<i>Real Estate and Business Brokers Act</i>	Whole	R.R.O. 1990, Regulation 986 (General)	Minister of Government and Consumer Services
6.	<i>Tenant Protection Act, 1997</i>	Section 206	None	Minister of Municipal Affairs and Housing
7.	<i>Theatres Act</i>	Whole	R.R.O. 1990, Regulation 1031 (General) O. Reg. 248/95 (Adult Sex Film Stickers)	Minister of Government and Consumer Services

Item	Column 1	Column 2	Column 3	Column 4
	Title of repealed Act	Portion of repealed Act that is designated	Revoked regulations made under the repealed Act that are designated	Responsible Minister
8.	<i>Travel Industry Act</i>	Whole	O. Reg. 806/93 (General)	Minister of Government and Consumer Services

SCHEDULE C
DESIGNATION FOR PURPOSES OF S. 14 OF ACT (MULTIPLE AUTHORIZATIONS)

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
1.	<i>Accessibility for Ontarians with Disabilities Act, 2005</i>	Whole	All
2.	<i>Aggregate Resources Act</i>	Whole	All
3.	<i>Agricultural Tile Drainage Installation Act</i>	Whole	All
4.	<i>Ambulance Act</i>	Whole	All
5.	<i>Athletics Control Act</i>	Whole	All
6.	<i>Bailiffs Act</i>	Whole	All
7.	<i>Bees Act</i>	Whole	All
8.	<i>Cemeteries Act (Revised)</i>	Whole	All
9.	<i>Clean Water Act, 2006</i>	Whole	All
10.	<i>Collection Agencies Act</i>	Whole	All
11.	<i>Condominium Act, 1998</i>	Whole	All
12.	<i>Conservation Authorities Act</i>	Whole	All
13.	<i>Consumer Protection Act, 2002</i>	Whole	All
14.	<i>Consumer Reporting Act</i>	Whole	All
15.	<i>Crown Forest Sustainability Act, 1994</i>	Whole	All
16.	<i>Dangerous Goods Transportation Act</i>	Whole	All
17.	<i>Dead Animal Disposal Act</i>	Whole	All
18.	<i>Drug Interchangeability and Dispensing Fee Act</i>	Sections 12.1 and 12.2	Section 2 and Schedule 1 of R.R.O. 1990, Regulation 935 (General)
19.	<i>Electricity Act, 1998</i>	Part VIII (Electrical Safety)	O. Reg. 164/99 (Electrical Safety Code) O. Reg. 22/04 (Electrical Distribution Safety) O. Reg. 570/05 (Licensing of Electrical Contractors and Master Electricians) O. Reg. 438/07 (Product Safety)
20.	<i>Employment Standards Act, 2000</i>	Whole	All
21.	<i>Endangered Species Act</i>	Whole	All
22.	<i>Endangered Species Act, 2007</i>	Whole	All
23.	<i>Environmental Assessment Act</i>	Whole	All
24.	<i>Environmental Protection Act</i>	Whole	All
25.	<i>Farm Implements Act</i>	Whole	All
26.	<i>Farm Products Grades and Sales Act</i>	Whole	R.R.O. 1990, Regulation 378 (Grades — Fruits and Vegetables) R.R.O. 1990, Regulation 384 (Honey) R.R.O. 1990, Regulation 386 (Maple Products)
27.	<i>Film Classification Act, 2005</i>	Whole	All
28.	<i>Fish and Wildlife Conservation Act, 1997</i>	Whole	All
29.	<i>Fish Inspection Act</i>	Whole	All

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
30.	<i>Food Safety and Quality Act, 2001</i>	Whole	O. Reg. 222/05 (General) O. Reg. 31/05 (Meat)
31.	<i>Forest Fires Prevention Act</i>	Whole	All
32.	<i>Funeral, Burial and Cremation Services Act, 2002</i>	Whole	All
33.	<i>Funeral Directors and Establishments Act</i>	Whole	All
34.	<i>Grains Act</i>	Whole	All
35.	<i>Healing Arts Radiation Protection Act</i>	Whole	All
36.	<i>Health Protection and Promotion Act</i>	Whole	R.R.O. 1990, Regulation 554 (Camps in Unorganized Territory) R.R.O. 1990, Regulation 562 (Food Premises) R.R.O. 1990, Regulation 565 (Public Pools) R.R.O. 1990, Regulation 568 (Recreational Camps) O. Reg. 428/05 (Public Spas)
37.	<i>Highway Traffic Act</i>	Whole	All
38.	<i>Homes for Special Care Act</i>	Whole	R.R.O. 1990, Regulation 636 (General), excluding Part VI (Admission of Residents) and Part IX (Payments by Minister)
39.	<i>Laboratory and Specimen Collection Centre Licensing Act</i>	Whole except clauses 9 (14) (b) and (c), subsection 9 (15), clause 18 (r) and sections 19 and 20	R.R.O. 1990, Regulation 682 (Laboratories), excluding clause 9 (1) (f) and section 14 R.R.O. 1990, Regulation 683 (Specimen Collection Centres)
40.	<i>Lakes and Rivers Improvement Act</i>	Whole	All
41.	<i>Livestock and Livestock Products Act</i>	Whole	R.R.O. 1990, Regulation 724 (Eggs) R.R.O. 1990, Regulation 725 (Livestock) R.R.O. 1990, Regulation 726 (Processed Egg)
42.	<i>Livestock Community Sales Act</i>	Whole	All
43.	<i>Livestock Medicines Act</i>	Whole	All
44.	<i>Milk Act</i>	Sections 1 and 2, subsections 2.1 (1), (3), (4) and (5) and sections 4, 10, 11, 13, 14, 15, 16, 21 and 22	R.R.O. 1990, Regulation 753 (Grades, Standards, Designations, Classes, Packing and Marking) R.R.O. 1990, Regulation 761 (Milk and Milk Products)
45.	<i>Mining Act</i>	Whole	R.R.O. 1990, Regulation 768 (Surveys of Mining Claims) O. Reg. 6/96 (Assessment Work) O. Reg. 7/96 (Claim Staking) O. Reg. 356/98 (Staking in Designated Areas) O. Reg. 240/00 (Mine Development and Closure under Part VII of the Act) O. Reg. 263/02 (Exploration Licences, Production and Storage Leases for Oil and Gas in Ontario) O. Reg. 192/06 (Permission to Test Mineral Content) O. Reg. 323/07 (Royalty on Diamonds)

Item	Column 1	Column 2	Column 3
	Title of Act	Portion of Act that is designated	Regulations made under Act that are designated
46.	<i>Ministry of Training, Colleges and Universities Act</i>	Whole	All
47.	<i>Motor Vehicle Dealers Act</i>	Whole	All
48.	<i>Motor Vehicle Dealers Act, 2002</i>	Whole	All
49.	<i>Niagara Escarpment Planning and Development Act</i>	Whole	All
50.	<i>Nutrient Management Act, 2002</i>	Whole	All
51.	<i>Occupational Health and Safety Act</i>	Whole	All
52.	<i>Oil, Gas and Salt Resources Act</i>	Whole	All
53.	<i>Ontario Drug Benefit Act</i>	Whole	All
54.	<i>Ontario Highway Transport Board Act</i>	Whole	All
55.	<i>Ontario New Home Warranties Plan Act</i>	Whole	All
56.	<i>Ontario Water Resources Act</i>	Whole	All
57.	<i>Pay Equity Act</i>	Whole	All
58.	<i>Pesticides Act</i>	Whole	All
59.	<i>Plant Diseases Act</i>	Whole	All
60.	<i>Post-secondary Education Choice and Excellence Act, 2000</i>	Whole	All
61.	<i>Private Career Colleges Act, 2005</i>	Whole	All
62.	<i>Provincial Parks and Conservation Reserves Act, 2006</i>	Whole	All
63.	<i>Public Lands Act</i>	Whole	All
64.	<i>Public Vehicles Act</i>	Whole	All
65.	<i>Racing Commission Act, 2000</i>	Whole	All
66.	<i>Real Estate and Business Brokers Act, 2002</i>	Whole	All
67.	<i>Residential Tenancies Act, 2006</i>	Part XIV (Maintenance Standards), Part XV (Administration and Enforcement) and Part XVI (Offences)	None
68.	<i>Safe Drinking Water Act, 2002</i>	Whole	All
69.	<i>Shortline Railways Act, 1995</i>	Whole	All
70.	<i>Smoke-Free Ontario Act</i>	Whole	All
71.	<i>Sustainable Water and Sewage Systems Act, 2002</i>	Whole	All
72.	<i>Technical Standards and Safety Act, 2000</i>	Whole	All
73.	<i>Tobacco Tax Act</i>	Whole except section 17	None
74.	<i>Travel Industry Act, 2002</i>	Whole	All
75.	<i>Vintners Quality Alliance Act, 1999</i>	Whole	O. Reg. 405/00 (General) O. Reg. 406/00 (Rules of Vintners Quality Alliance Ontario under Clauses 5 (1) (a), (b) and (c) of the Act Relating to Terms, Descriptions and Designations for VQA Wine)
76.	<i>Waste Diversion Act, 2002</i>	Whole	All

RÈGLEMENT DE L'ONTARIO 75/08

pris en application de la

LOI DE 2007 SUR LA MODERNISATION DE LA RÉGLEMENTATION

pris le 2 avril 2008

déposé le 4 avril 2008

publié sur le site Lois-en-ligne le 7 avril 2008

imprimé dans la *Gazette de l'Ontario* le 19 avril 2008**DÉSIGNATIONS****Désignation pour l'application de l'article 7 de la Loi : échange de renseignements**

1. (1) Les textes législatifs indiqués au tableau 1 de l'annexe A sont désignés en vertu de l'article 6 de la Loi pour l'application de l'article 7 de celle-ci.

(2) Les désignations faites au paragraphe (1) sont limitées comme suit :

1. La désignation des dispositions de la *Loi sur le lait* et des dispositions des règlements pris en application de cette loi qui sont indiquées au tableau 1 de l'annexe A ne s'applique qu'aux fins de la collecte, de l'utilisation et de la divulgation des renseignements recueillis à l'origine dans le cadre de l'application et de l'exécution de ces dispositions par un ministre ou en son nom.
2. La désignation de la *Loi de la taxe sur le tabac* au tableau 1 de l'annexe A ne s'applique qu'aux fins énoncées aux dispositions 1 à 7 et à la disposition 9 de l'article 5 de la Loi.

(3) Les textes législatifs abrogés qui sont indiqués au tableau 2 de l'annexe A sont désignés en vertu de l'article 12 de la Loi pour l'application de l'article 7 de celle-ci.

(4) Le ministre chargé de l'application aux fins de l'exercice du pouvoir énoncé au paragraphe 7 (2) de la Loi, à l'égard d'un texte législatif abrogé qui est indiqué au tableau 2 de l'annexe A, est le ministre précisé à la rangée correspondante de la colonne 4 du tableau.

Désignation pour l'application de l'article 10 de la Loi : publication

2. (1) Les textes législatifs indiqués au tableau 1 de l'annexe B sont désignés en vertu de l'article 10 de la Loi pour l'application de cet article.

(2) Les désignations faites au paragraphe (1) sont limitées comme suit :

1. La désignation des dispositions de la *Loi sur le lait* et des dispositions des règlements pris en application de cette loi qui sont indiquées au tableau 1 de l'annexe B ne s'applique qu'aux fins de la publication des renseignements recueillis à l'origine dans le cadre de l'application et de l'exécution de ces dispositions par un ministre ou en son nom.

(3) Les textes législatifs abrogés qui sont indiqués au tableau 2 de l'annexe B sont désignés en vertu de l'article 12 de la Loi pour l'application de l'article 10 de celle-ci.

(4) Le ministre chargé de l'application aux fins de la publication de renseignements prévue à l'article 10 de la Loi, à l'égard d'un texte législatif abrogé qui est indiqué au tableau 2 de l'annexe B, est le ministre précisé à la rangée correspondante de la colonne 4 du tableau.

Désignation pour l'application de l'article 14 de la Loi : autorisations multiples

3. (1) Les textes législatifs indiqués à l'annexe C sont désignés en vertu de l'article 13 de la Loi pour l'application de l'article 14 de celle-ci.

(2) Les désignations faites au paragraphe (1) sont limitées comme suit :

1. La désignation des dispositions de la *Loi sur le lait* et des dispositions des règlements pris en application de cette loi qui sont indiquées à l'annexe C ne s'applique qu'aux fins de l'exercice de pouvoirs et de fonctions dans le cadre de l'application et de l'exécution de ces dispositions par un ministre ou en son nom.
2. La désignation de la *Loi de la taxe sur le tabac* à l'annexe C ne s'applique qu'aux fins énoncées aux dispositions 1 à 7 et à la disposition 9 de l'article 5 de la Loi.

Entrée en vigueur

4. (1) Sous réserve du paragraphe (2), le présent règlement entre en vigueur le jour de son dépôt.

(2) L'article 2 et l'annexe B entrent en vigueur quatre mois après le jour du dépôt du présent règlement.

ANNEXE A
DÉSIGNATION POUR L'APPLICATION DE L'ARTICLE 7 DE LA LOI (ÉCHANGE DE RENSEIGNEMENTS)

TABLEAU 1
TEXTES LÉGISLATIFS DÉSIGNÉS EN VERTU DE L'ARTICLE 6 DE LA LOI

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
1.	<i>Loi de 2005 sur l'accessibilité pour les personnes handicapées de l'Ontario</i>	La loi entière	Tous
2.	<i>Loi sur les ressources en agrégats</i>	La loi entière	Tous
3.	<i>Loi sur les installations de drainage agricole</i>	La loi entière	Tous
4.	<i>Loi sur les ambulances</i>	La loi entière	Tous
5.	<i>Loi sur le contrôle des sports</i>	La loi entière	Tous
6.	<i>Loi sur les huissiers</i>	La loi entière	Tous
7.	<i>Loi sur l'apiculture</i>	La loi entière	Tous
8.	<i>Loi sur les cimetières (révisée)</i>	La loi entière	Tous
9.	<i>Loi sur les services à l'enfance et à la famille</i>	Le paragraphe 5 (5), les articles 6 et 25, le paragraphe 45 (8), l'article 72, les paragraphes 74 (5), 75 (6), 75 (10), 76 (11) et 79 (2), (3) et (5), les articles 82, 83 et 84, les alinéas 85 (1) c), d), f), h), i) et j), les paragraphes 85 (2) et (3), les paragraphes 141 (1), (2), (3) et (4), le paragraphe 143 (2), les articles 175 et 176 et la partie IX (Permis)	La partie VII (Adoption), sauf les articles 56.1 et 56.2, et la partie IX (Licensing) du Règlement 70 des R.R.O. de 1990 (General)
10.	<i>Loi de 2006 sur l'eau saine</i>	La loi entière	Tous
11.	<i>Loi sur les agences de recouvrement</i>	La loi entière	Tous
12.	<i>Loi de 1998 sur les condominiums</i>	La loi entière	Tous
13.	<i>Loi sur les offices de protection de la nature</i>	La loi entière	Tous
14.	<i>Loi de 2002 sur la protection du consommateur</i>	La loi entière	Tous
15.	<i>Loi sur les renseignements concernant le consommateur</i>	La loi entière	Tous
16.	<i>Loi de 1994 sur la durabilité des forêts de la Couronne</i>	La loi entière	Tous
17.	<i>Loi sur le transport de matières dangereuses</i>	La loi entière	Tous
18.	<i>Loi sur les garderies</i>	La loi entière	Le Règlement 262 des R.R.O. de 1990 (Dispositions générales)
19.	<i>Loi sur les cadavres d'animaux</i>	La loi entière	Tous
20.	<i>Loi de 1998 sur l'électricité</i>	La partie VIII (Sécurité des installations électriques)	Le Règl. de l'Ont. 164/99 (Electrical Safety Code) Le Règl. de l'Ont. 22/04 (Electrical Distribution Safety) Le Règl. de l'Ont. 570/05 (Licensing of Electrical Contractors and Master Electricians) Le Règl. de l'Ont. 438/07 (Product Safety)
21.	<i>Loi de 2000 sur les normes d'emploi</i>	La loi entière	Tous
22.	<i>Loi sur les espèces en voie de disparition</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
23.	<i>Loi de 2007 sur les espèces en voie de disparition</i>	La loi entière	Tous
24.	<i>Loi sur les évaluations environnementales</i>	La loi entière	Tous
25.	<i>Charte des droits environnementaux de 1993</i>	La loi entière	Tous
26.	<i>Loi sur la protection de l'environnement</i>	La loi entière	Tous
27.	<i>Loi sur les appareils agricoles</i>	La loi entière	Tous
28.	<i>Loi sur le classement et la vente des produits agricoles</i>	La loi entière	Tous
29.	<i>Loi de 2005 sur le classement des films</i>	La loi entière	Tous
30.	<i>Loi de 1997 sur la protection du poisson et de la faune</i>	La loi entière	Tous
31.	<i>Loi sur l'inspection du poisson</i>	La loi entière	Tous
32.	<i>Loi de 2001 sur la qualité et la salubrité des aliments</i>	La loi entière	Tous
33.	<i>Loi sur la prévention des incendies de forêt</i>	La loi entière	Tous
34.	<i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation</i>	La loi entière	Tous
35.	<i>Loi sur les directeurs de services funéraires et les établissements funéraires</i>	La loi entière	Tous
36.	<i>Loi sur le grain</i>	La loi entière	Tous
37.	<i>Loi sur la protection contre les rayons X</i>	La loi entière	Tous
38.	<i>Loi sur la protection et la promotion de la santé</i>	La loi entière	Le Règlement 554 des R.R.O. de 1990 (Camps dans des territoires non érigés en municipalités) Le Règlement 562 des R.R.O. de 1990 (Food Premises) Le Règlement 565 des R.R.O. de 1990 (Piscines publiques) Le Règlement 568 des R.R.O. de 1990 (Camps de loisirs) Le Règl. de l'Ont. 428/05 (Public Spas)
39.	<i>Code de la route</i>	La loi entière	Tous
40.	<i>Loi sur les foyers de soins spéciaux</i>	La loi entière	Le Règlement 636 des R.R.O. de 1990 (General), sauf la partie VI (Admission of Residents) et la partie IX (Payments by Minister)
41.	<i>Loi de 1998 sur l'adoption internationale</i>	Les articles 8 à 19 et les paragraphes 20 (2) à (6)	Le Règl. de l'Ont. 200/99 (General)
42.	<i>Loi autorisant des laboratoires médicaux et des centres de prélèvement</i>	La loi entière, sauf les alinéas 9 (14) b) et c), le paragraphe 9 (15), l'alinéa 18 r) et les articles 19 et 20	Le Règlement 682 des R.R.O. de 1990 (Laboratoires), sauf l'alinéa 9 (1) f) et l'article 14 Le Règlement 683 des R.R.O. de 1990 (Centres de prélèvement)
43.	<i>Loi sur l'aménagement des lacs et des rivières</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
44.	<i>Loi sur le bétail et les produits du bétail</i>	La loi entière	Le Règlement 724 des R.R.O. de 1990 (Oeufs) Le Règlement 725 des R.R.O. de 1990 (Bétail) Le Règlement 726 des R.R.O. de 1990 (Oeufs transformés)
45.	<i>Loi sur la vente à l'encan du bétail</i>	La loi entière	Tous
46.	<i>Loi sur les médicaments pour le bétail</i>	La loi entière	Tous
47.	<i>Loi sur le lait</i>	Les articles 1 et 2, les paragraphes 2.1 (1), (3), (4) et (5) et les articles 4, 10, 11, 13, 14, 15, 16, 21 et 22	Le Règlement 753 des R.R.O. de 1990 (Grades, Standards, Designations, Classes, Packing and Marking) Le Règlement 761 des R.R.O. de 1990 (Milk and Milk Products)
48.	<i>Loi sur les mines</i>	La loi entière	Tous
49.	<i>Loi sur le ministère de la Formation et des Collèges et Universités</i>	La loi entière	Tous
50.	<i>Loi sur les commerçants de véhicules automobiles</i>	La loi entière	Tous
51.	<i>Loi de 2002 sur le commerce des véhicules automobiles</i>	La loi entière	Tous
52.	<i>Loi sur la planification et l'aménagement de l'escarpement du Niagara</i>	La loi entière	Tous
53.	<i>Loi de 2002 sur la gestion des éléments nutritifs</i>	La loi entière	Tous
54.	<i>Loi sur la santé et la sécurité au travail</i>	La loi entière, sauf les articles 34, 39 et 40	Tous, sauf l'article 3 et les articles 19 à 23 du Règlement 860 des R.R.O. de 1990 (Système d'information sur les matériaux dangereux utilisés au travail (SIMDUT))
55.	<i>Loi sur les ressources en pétrole, en gaz et en sel</i>	La loi entière	Tous
56.	<i>Loi sur la Commission des transports routiers de l'Ontario</i>	La loi entière	Tous
57.	<i>Loi sur le Régime de garanties des logements neufs de l'Ontario</i>	La loi entière	Tous
58.	<i>Loi sur la Société de protection des animaux de l'Ontario</i>	La loi entière	Tous
59.	<i>Loi sur les ressources en eau de l'Ontario</i>	La loi entière	Tous
60.	<i>Loi sur l'équité salariale</i>	La loi entière	Tous
61.	<i>Loi sur les pesticides</i>	La loi entière	Tous
62.	<i>Loi sur les maladies des plantes</i>	La loi entière	Tous
63.	<i>Loi de 2000 favorisant le choix et l'excellence au niveau postsecondaire</i>	La loi entière	Tous
64.	<i>Loi de 2005 sur les collèges privés d'enseignement professionnel</i>	La loi entière	Tous
65.	<i>Loi de 2005 sur les services privés de sécurité et d'enquête</i>	La loi entière	Tous
66.	<i>Loi de 2006 sur les parcs provinciaux et les réserves de conservation</i>	La loi entière	Tous
67.	<i>Loi sur les terres publiques</i>	La loi entière	Tous
68.	<i>Loi sur les véhicules de transport en commun</i>	La loi entière	Tous
69.	<i>Loi de 2000 sur la Commission des courses de chevaux</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
70.	<i>Loi de 2002 sur le courtage commercial et immobilier</i>	La loi entière	Tous
71.	<i>Loi de 2006 sur la location à usage d'habitation</i>	La partie XVI (Infractions)	Aucun
72.	<i>Loi de 2002 sur la salubrité de l'eau potable</i>	La loi entière	Tous
73.	<i>Loi de 1995 sur les chemins de fer d'intérêt local</i>	La loi entière	Tous
74.	<i>Loi favorisant un Ontario sans fumée</i>	La loi entière	Tous
75.	<i>Loi de 2002 sur la durabilité des réseaux d'eau et d'égouts</i>	La loi entière	Tous
76.	<i>Loi de 2000 sur les normes techniques et la sécurité</i>	La loi entière	Tous
77.	<i>Loi de la taxe sur le tabac</i>	La loi entière, sauf l'article 17	Aucun
78.	<i>Loi de 2002 sur le secteur du voyage</i>	La loi entière	Tous
79.	<i>Loi de 1999 sur la société appelée Vintners Quality Alliance</i>	La loi entière	Le Règl. de l'Ont. 405/00 (General) Le Règl. de l'Ont. 406/00 (Rules of Vintners Quality Alliance Ontario under Clauses 5 (1) (a), (b) and (c) of the Act Relating to Terms, Descriptions and Designations for VQA Wine)
80.	<i>Loi de 2002 sur le réacheminement des déchets</i>	La loi entière	Tous

TABLEAU 2
TEXTES LÉGISLATIFS ABROGÉS DÉSIGNÉS EN VERTU DE L'ARTICLE 12 DE LA LOI

Numéro	Colonne 1	Colonne 2	Colonne 3	Colonne 4
	Titre de la loi abrogée	Partie de la loi abrogée qui est désignée	Règlements abrogés pris en application de la loi abrogée qui sont désignés	Ministre chargé de l'application
1.	<i>Loi sur la protection du consommateur</i>	La loi entière	Le Règlement 176 des R.R.O. de 1990 (Dispositions générales) Le Règl. de l'Ont. 175/01 (Direct Sales Contracts)	Ministre des Services gouvernementaux et des Services aux consommateurs
2.	<i>Loi sur l'inspection des viandes (Ontario)</i>	La loi entière	Le Règl. de l'Ont. 632/92 (General)	Ministre de l'Agriculture, de l'Alimentation et des Affaires rurales
3.	<i>Loi sur les collèges privés d'enseignement professionnel</i>	La loi entière	Le Règlement 939 des R.R.O. de 1990 (General)	Ministre de la Formation et des Collèges et Universités
4.	<i>Loi sur les enquêteurs privés et les gardiens</i>	La loi entière	Aucun	Ministre de la Sécurité communautaire et des Services correctionnels
5.	<i>Loi sur le courtage commercial et immobilier</i>	La loi entière	Le Règlement 986 des R.R.O. de 1990 (General)	Ministre des Services gouvernementaux et des Services aux consommateurs
6.	<i>Loi de 1997 sur la protection des locataires</i>	L'article 206	Aucun	Ministre des Affaires municipales et du Logement

Numéro	Colonne 1	Colonne 2	Colonne 3	Colonne 4
	Titre de la loi abrogée	Partie de la loi abrogée qui est désignée	Règlements abrogés pris en application de la loi abrogée qui sont désignés	Ministre chargé de l'application
7.	<i>Loi sur les cinémas</i>	La loi entière	Le Règlement 1031 des R.R.O. de 1990 (Dispositions générales) Le Règl. de l'Ont. 248/95 (Adult Sex Film Stickers)	Ministre des Services gouvernementaux et des Services aux consommateurs
8.	<i>Loi sur les agences de voyages</i>	La loi entière	Le Règl. de l'Ont. 806/93 (General)	Ministre des Services gouvernementaux et des Services aux consommateurs

ANNEXE B
DÉSIGNATION POUR L'APPLICATION DE L'ARTICLE 10 DE LA LOI (PUBLICATION)

TABLEAU 1
TEXTES LÉGISLATIFS DÉSIGNÉS EN VERTU DE L'ARTICLE 10 DE LA LOI

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
1.	<i>Loi de 2005 sur l'accessibilité pour les personnes handicapées de l'Ontario</i>	La loi entière	Tous
2.	<i>Loi sur les ressources en agrégats</i>	La loi entière	Tous
3.	<i>Loi sur les installations de drainage agricole</i>	La loi entière	Tous
4.	<i>Loi sur les ambulances</i>	La loi entière	Tous
5.	<i>Loi sur le contrôle des sports</i>	La loi entière	Tous
6.	<i>Loi sur les huissiers</i>	La loi entière	Tous
7.	<i>Loi sur l'apiculture</i>	La loi entière	Tous
8.	<i>Loi sur les cimetières (révisée)</i>	La loi entière	Tous
9.	<i>Loi sur les services à l'enfance et à la famille</i>	Le paragraphe 5 (5), les articles 6 et 25, le paragraphe 45 (8), l'article 72, les paragraphes 74 (5), 75 (6), 75 (10), 76 (11) et 79 (2), (3) et (5), les articles 82, 83 et 84, les alinéas 85 (1) c), d), f), h), i) et j), les paragraphes 85 (2) et (3), les paragraphes 141 (1), (2), (3) et (4), le paragraphe 143 (2), les articles 175 et 176 et la partie IX (Permis)	La partie VII (Adoption), sauf les articles 56.1 et 56.2, et la partie IX (Licensing) du Règlement 70 des R.R.O. de 1990 (General)
10.	<i>Loi de 2006 sur l'eau saine</i>	La loi entière	Tous
11.	<i>Loi sur les agences de recouvrement</i>	La loi entière	Tous
12.	<i>Loi de 1998 sur les condominiums</i>	La loi entière	Tous
13.	<i>Loi sur les offices de protection de la nature</i>	La loi entière	Tous
14.	<i>Loi de 2002 sur la protection du consommateur</i>	La loi entière	Tous
15.	<i>Loi sur les renseignements concernant le consommateur</i>	La loi entière	Tous
16.	<i>Loi de 1994 sur la durabilité des forêts de la Couronne</i>	La loi entière	Tous
17.	<i>Loi sur le transport de matières dangereuses</i>	La loi entière	Tous
18.	<i>Loi sur les garderies</i>	La loi entière	Le Règlement 262 des R.R.O. de 1990 (Dispositions générales)
19.	<i>Loi sur les cadavres d'animaux</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
20.	<i>Loi de 1998 sur l'électricité</i>	La partie VIII (Sécurité des installations électriques)	Le Règl. de l'Ont. 164/99 (Electrical Safety Code) Le Règl. de l'Ont. 22/04 (Electrical Distribution Safety) Le Règl. de l'Ont. 570/05 (Licensing of Electrical Contractors and Master Electricians) Le Règl. de l'Ont. 438/07 (Product Safety)
21.	<i>Loi de 2000 sur les normes d'emploi</i>	La loi entière	Tous
22.	<i>Loi sur les espèces en voie de disparition</i>	La loi entière	Tous
23.	<i>Loi de 2007 sur les espèces en voie de disparition</i>	La loi entière	Tous
24.	<i>Loi sur les évaluations environnementales</i>	La loi entière	Tous
25.	<i>Charte des droits environnementaux de 1993</i>	La loi entière	Tous
26.	<i>Loi sur la protection de l'environnement</i>	La loi entière	Tous
27.	<i>Loi sur les appareils agricoles</i>	La loi entière	Tous
28.	<i>Loi sur le classement et la vente des produits agricoles</i>	La loi entière	Tous
29.	<i>Loi de 2005 sur le classement des films</i>	La loi entière	Tous
30.	<i>Loi de 1997 sur la protection du poisson et de la faune</i>	La loi entière	Tous
31.	<i>Loi sur l'inspection du poisson</i>	La loi entière	Tous
32.	<i>Loi de 2001 sur la qualité et la salubrité des aliments</i>	La loi entière	Tous
33.	<i>Loi sur la prévention des incendies de forêt</i>	La loi entière	Tous
34.	<i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation</i>	La loi entière	Tous
35.	<i>Loi sur les directeurs de services funéraires et les établissements funéraires</i>	La loi entière	Tous
36.	<i>Loi sur le grain</i>	La loi entière	Tous
37.	<i>Loi sur la protection et la promotion de la santé</i>	La loi entière	Le Règlement 554 des R.R.O. de 1990 (Camps dans des territoires non érigés en municipalités) Le Règlement 562 des R.R.O. de 1990 (Food Premises) Le Règlement 565 des R.R.O. de 1990 (Piscines publiques) Le Règlement 568 des R.R.O. de 1990 (Camps de loisirs) Le Règl. de l'Ont. 428/05 (Public Spas)
38.	<i>Code de la route</i>	La loi entière	Tous
39.	<i>Loi sur les foyers de soins spéciaux</i>	La loi entière	Le Règlement 636 des R.R.O. de 1990 (General), sauf la partie VI (Admission of Residents) et la partie IX (Payments by Minister)
40.	<i>Loi de 1998 sur l'adoption internationale</i>	Les articles 8 à 19 et les paragraphes 20 (2) à (6)	Le Règl. de l'Ont. 200/99 (General)

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
41.	<i>Loi autorisant des laboratoires médicaux et des centres de prélèvement</i>	La loi entière, sauf les alinéas 9 (14) b) et c), le paragraphe 9 (15), l'alinéa 18 r) et les articles 19 et 20	Le Règlement 682 des R.R.O. de 1990 (Laboratoires), sauf l'alinéa 9 (1) f) et l'article 14 Le Règlement 683 des R.R.O. de 1990 (Centres de prélèvement)
42.	<i>Loi sur l'aménagement des lacs et des rivières</i>	La loi entière	Tous
43.	<i>Loi sur le bétail et les produits du bétail</i>	La loi entière	Le Règlement 724 des R.R.O. de 1990 (Oeufs) Le Règlement 725 des R.R.O. de 1990 (Bétail) Le Règlement 726 des R.R.O. de 1990 (Oeufs transformés)
44.	<i>Loi sur la vente à l'encan du bétail</i>	La loi entière	Tous
45.	<i>Loi sur les médicaments pour le bétail</i>	La loi entière	Tous
46.	<i>Loi sur le lait</i>	Les articles 1 et 2, les paragraphes 2.1 (1), (3), (4) et (5) et les articles 4, 10, 11, 13, 14, 15, 16, 21 et 22	Le Règlement 753 des R.R.O. de 1990 (Grades, Standards, Designations, Classes, Packing and Marking) Le Règlement 761 des R.R.O. de 1990 (Milk and Milk Products)
47.	<i>Loi sur les mines</i>	La loi entière	Tous
48.	<i>Loi sur le ministère de la Formation et des Collèges et Universités</i>	La loi entière	Tous
49.	<i>Loi sur les commerçants de véhicules automobiles</i>	La loi entière	Tous
50.	<i>Loi de 2002 sur le commerce des véhicules automobiles</i>	La loi entière	Tous
51.	<i>Loi sur la planification et l'aménagement de l'escarpement du Niagara</i>	La loi entière	Tous
52.	<i>Loi de 2002 sur la gestion des éléments nutritifs</i>	La loi entière	Tous
53.	<i>Loi sur la santé et la sécurité au travail</i>	La loi entière, sauf les articles 34, 39 et 40	Tous, sauf l'article 3 et les articles 19 à 23 du Règlement 860 des R.R.O. de 1990 (Système d'information sur les matériaux dangereux utilisés au travail (SIMDUT))
54.	<i>Loi sur les ressources en pétrole, en gaz et en sel</i>	La loi entière	Tous
55.	<i>Loi sur la Commission des transports routiers de l'Ontario</i>	La loi entière	Tous
56.	<i>Loi sur le Régime de garanties des logements neufs de l'Ontario</i>	La loi entière	Tous
57.	<i>Loi sur les ressources en eau de l'Ontario</i>	La loi entière	Tous
58.	<i>Loi sur l'équité salariale</i>	La loi entière	Tous
59.	<i>Loi sur les pesticides</i>	La loi entière	Tous
60.	<i>Loi sur les maladies des plantes</i>	La loi entière	Tous
61.	<i>Loi de 2000 favorisant le choix et l'excellence au niveau postsecondaire</i>	La loi entière	Tous
62.	<i>Loi de 2005 sur les collèges privés d'enseignement professionnel</i>	La loi entière	Tous
63.	<i>Loi de 2005 sur les services privés de sécurité et d'enquête</i>	La loi entière	Tous
64.	<i>Loi de 2006 sur les parcs provinciaux et les réserves de conservation</i>	La loi entière	Tous
65.	<i>Loi sur les terres publiques</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
66.	<i>Loi sur les véhicules de transport en commun</i>	La loi entière	Tous
67.	<i>Loi de 2000 sur la Commission des courses de chevaux</i>	La loi entière	Tous
68.	<i>Loi de 2002 sur le courtage commercial et immobilier</i>	La loi entière	Tous
69.	<i>Loi de 2006 sur la location à usage d'habitation</i>	La partie XVI (Infractions)	Aucun
70.	<i>Loi de 2002 sur la salubrité de l'eau potable</i>	La loi entière	Tous
71.	<i>Loi de 1995 sur les chemins de fer d'intérêt local</i>	La loi entière	Tous
72.	<i>Loi favorisant un Ontario sans fumée</i>	La loi entière	Tous
73.	<i>Loi de 2002 sur la durabilité des réseaux d'eau et d'égouts</i>	La loi entière	Tous
74.	<i>Loi de 2000 sur les normes techniques et la sécurité</i>	La loi entière	Tous
75.	<i>Loi de 2002 sur le secteur du voyage</i>	La loi entière	Tous
76.	<i>Loi de 1999 sur la société appelée Vintners Quality Alliance</i>	La loi entière	Le Règl. de l'Ont. 405/00 (General) Le Règl. de l'Ont. 406/00 (Rules of Vintners Quality Alliance Ontario under Clauses 5 (1) (a), (b) and (c) of the Act Relating to Terms, Descriptions and Designations for VQA Wine)
77.	<i>Loi de 2002 sur le réacheminement des déchets</i>	La loi entière	Tous

TABLEAU 2
TEXTES LÉGISLATIFS ABROGÉS DÉSIGNÉS EN VERTU DE L'ARTICLE 12 DE LA LOI

Numéro	Colonne 1	Colonne 2	Colonne 3	Colonne 4
	Titre de la loi abrogée	Partie de la loi abrogée qui est désignée	Règlements abrogés pris en application de la loi abrogée qui sont désignés	Ministre chargé de l'application
1.	<i>Loi sur la protection du consommateur</i>	La loi entière	Le Règlement 176 des R.R.O. de 1990 (Dispositions générales) Le Règl. de l'Ont. 175/01 (Direct Sales Contracts)	Ministre des Services gouvernementaux et des Services aux consommateurs
2.	<i>Loi sur l'inspection des viandes (Ontario)</i>	La loi entière	Le Règl. de l'Ont. 632/92 (General)	Ministre de l'Agriculture, de l'Alimentation et des Affaires rurales
3.	<i>Loi sur les collèges privés d'enseignement professionnel</i>	La loi entière	Le Règlement 939 des R.R.O. de 1990 (General)	Ministre de la Formation et des Collèges et Universités
4.	<i>Loi sur les enquêteurs privés et les gardiens</i>	La loi entière	Aucun	Ministre de la Sécurité communautaire et des Services correctionnels
5.	<i>Loi sur le courtage commercial et immobilier</i>	La loi entière	Le Règlement 986 des R.R.O. de 1990 (General)	Ministre des Services gouvernementaux et des Services aux consommateurs
6.	<i>Loi de 1997 sur la protection des locataires</i>	L'article 206	Aucun	Ministre des Affaires municipales et du Logement

Numéro	Colonne 1	Colonne 2	Colonne 3	Colonne 4
	Titre de la loi abrogée	Partie de la loi abrogée qui est désignée	Règlements abrogés pris en application de la loi abrogée qui sont désignés	Ministre chargé de l'application
7.	<i>Loi sur les cinémas</i>	La loi entière	Le Règlement 1031 des R.R.O. de 1990 (Dispositions générales) Le Règl. de l'Ont. 248/95 (Adult Sex Film Stickers)	Ministre des Services gouvernementaux et des Services aux consommateurs
8.	<i>Loi sur les agences de voyages</i>	La loi entière	Le Règl. de l'Ont. 806/93 (General)	Ministre des Services gouvernementaux et des Services aux consommateurs

ANNEXE C

DÉSIGNATION POUR L'APPLICATION DE L'ARTICLE 14 DE LA LOI (AUTORISATIONS MULTIPLES)

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
1.	<i>Loi de 2005 sur l'accessibilité pour les personnes handicapées de l'Ontario</i>	La loi entière	Tous
2.	<i>Loi sur les ressources en agrégats</i>	La loi entière	Tous
3.	<i>Loi sur les installations de drainage agricole</i>	La loi entière	Tous
4.	<i>Loi sur les ambulances</i>	La loi entière	Tous
5.	<i>Loi sur le contrôle des sports</i>	La loi entière	Tous
6.	<i>Loi sur les huissiers</i>	La loi entière	Tous
7.	<i>Loi sur l'apiculture</i>	La loi entière	Tous
8.	<i>Loi sur les cimetières (révisée)</i>	La loi entière	Tous
9.	<i>Loi de 2006 sur l'eau saine</i>	La loi entière	Tous
10.	<i>Loi sur les agences de recouvrement</i>	La loi entière	Tous
11.	<i>Loi de 1998 sur les condominiums</i>	La loi entière	Tous
12.	<i>Loi sur les offices de protection de la nature</i>	La loi entière	Tous
13.	<i>Loi de 2002 sur la protection du consommateur</i>	La loi entière	Tous
14.	<i>Loi sur les renseignements concernant le consommateur</i>	La loi entière	Tous
15.	<i>Loi de 1994 sur la durabilité des forêts de la Couronne</i>	La loi entière	Tous
16.	<i>Loi sur le transport de matières dangereuses</i>	La loi entière	Tous
17.	<i>Loi sur les cadavres d'animaux</i>	La loi entière	Tous
18.	<i>Loi sur l'interchangeabilité des médicaments et les honoraires de préparation</i>	Les articles 12.1 et 12.2	L'article 2 et l'annexe 1 du Règlement 935 des R.R.O. de 1990 (General)
19.	<i>Loi de 1998 sur l'électricité</i>	La partie VIII (Sécurité des installations électriques)	Le Règl. de l'Ont. 164/99 (Electrical Safety Code) Le Règl. de l'Ont. 22/04 (Electrical Distribution Safety) Le Règl. de l'Ont. 570/05 (Licensing of Electrical Contractors and Master Electricians) Le Règl. de l'Ont. 438/07 (Product Safety)
20.	<i>Loi de 2000 sur les normes d'emploi</i>	La loi entière	Tous
21.	<i>Loi sur les espèces en voie de disparition</i>	La loi entière	Tous
22.	<i>Loi de 2007 sur les espèces en voie de disparition</i>	La loi entière	Tous
23.	<i>Loi sur les évaluations environnementales</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
24.	<i>Loi sur la protection de l'environnement</i>	La loi entière	Tous
25.	<i>Loi sur les appareils agricoles</i>	La loi entière	Tous
26.	<i>Loi sur le classement et la vente des produits agricoles</i>	La loi entière	Le Règlement 378 des R.R.O. de 1990 (Grades—Fruits and Vegetables) Le Règlement 384 des R.R.O. de 1990 (Honey) Le Règlement 386 des R.R.O. de 1990 (Maple Products)
27.	<i>Loi de 2005 sur le classement des films</i>	La loi entière	Tous
28.	<i>Loi de 1997 sur la protection du poisson et de la faune</i>	La loi entière	Tous
29.	<i>Loi sur l'inspection du poisson</i>	La loi entière	Tous
30.	<i>Loi de 2001 sur la qualité et la salubrité des aliments</i>	La loi entière	Le Règl. de l'Ont. 222/05 (General) Le Règl. de l'Ont. 31/05 (Meat)
31.	<i>Loi sur la prévention des incendies de forêt</i>	La loi entière	Tous
32.	<i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation</i>	La loi entière	Tous
33.	<i>Loi sur les directeurs de services funéraires et les établissements funéraires</i>	La loi entière	Tous
34.	<i>Loi sur le grain</i>	La loi entière	Tous
35.	<i>Loi sur la protection contre les rayons X</i>	La loi entière	Tous
36.	<i>Loi sur la protection et la promotion de la santé</i>	La loi entière	Le Règlement 554 des R.R.O. de 1990 (Camps dans des territoires non érigés en municipalités) Le Règlement 562 des R.R.O. de 1990 (Food Premises) Le Règlement 565 des R.R.O. de 1990 (Piscines publiques) Le Règlement 568 des R.R.O. de 1990 (Camps de loisirs) Le Règl. de l'Ont. 428/05 (Public Spas)
37.	<i>Code de la route</i>	La loi entière	Tous
38.	<i>Loi sur les foyers de soins spéciaux</i>	La loi entière	Le Règlement 636 des R.R.O. de 1990 (General), sauf la partie VI (Admission of Residents) et la partie IX (Payments by Minister)
39.	<i>Loi autorisant des laboratoires médicaux et des centres de prélèvement</i>	La loi entière, sauf les alinéas 9 (14) b) et c), le paragraphe 9 (15), l'alinéa 18 r) et les articles 19 et 20	Le Règlement 682 des R.R.O. de 1990 (Laboratoires), sauf l'alinéa 9 (1) f) et l'article 14 Le Règlement 683 des R.R.O. de 1990 (Centres de prélèvement)
40.	<i>Loi sur l'aménagement des lacs et des rivières</i>	La loi entière	Tous
41.	<i>Loi sur le bétail et les produits du bétail</i>	La loi entière	Le Règlement 724 des R.R.O. de 1990 (Oeufs) Le Règlement 725 des R.R.O. de 1990 (Bétail) Le Règlement 726 des R.R.O. de 1990 (Oeufs transformés)

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
42.	<i>Loi sur la vente à l'encan du bétail</i>	La loi entière	Tous
43.	<i>Loi sur les médicaments pour le bétail</i>	La loi entière	Tous
44.	<i>Loi sur le lait</i>	Les articles 1 et 2, les paragraphes 2.1 (1), (3), (4) et (5) et les articles 4, 10, 11, 13, 14, 15, 16, 21 et 22	Le Règlement 753 des R.R.O. de 1990 (Grades, Standards, Designations, Classes, Packing and Marking) Le Règlement 761 des R.R.O. de 1990 (Milk and Milk Products)
45.	<i>Loi sur les mines</i>	La loi entière	Le Règlement 768 des R.R.O. de 1990 (Surveys of Mining Claims) Le Règl. de l'Ont. 6/96 (Travaux d'évaluation) Le Règl. de l'Ont. 7/96 (Jalonnement des claims) Le Règl. de l'Ont. 356/98 (Jalonnement dans les secteurs désignés) Le Règl. de l'Ont. 240/00 (Mine Development and Closure under Part VII of the Act) Le Règl. de l'Ont. 263/02 (Exploration Licences, Production and Storage Leases for Oil and Gas in Ontario) Le Règl. de l'Ont. 192/06 (Autorisation d'analyser la teneur en minéraux) Le Règl. de l'Ont. 323/07 (Royalty on Diamonds)
46.	<i>Loi sur le ministère de la Formation et des Collèges et Universités</i>	La loi entière	Tous
47.	<i>Loi sur les commerçants de véhicules automobiles</i>	La loi entière	Tous
48.	<i>Loi de 2002 sur le commerce des véhicules automobiles</i>	La loi entière	Tous
49.	<i>Loi sur la planification et l'aménagement de l'escarpement du Niagara</i>	La loi entière	Tous
50.	<i>Loi de 2002 sur la gestion des éléments nutritifs</i>	La loi entière	Tous
51.	<i>Loi sur la santé et la sécurité au travail</i>	La loi entière	Tous
52.	<i>Loi sur les ressources en pétrole, en gaz et en sel</i>	La loi entière	Tous
53.	<i>Loi sur le régime de médicaments de l'Ontario</i>	La loi entière	Tous
54.	<i>Loi sur la Commission des transports routiers de l'Ontario</i>	La loi entière	Tous
55.	<i>Loi sur le Régime de garanties des logements neufs de l'Ontario</i>	La loi entière	Tous
56.	<i>Loi sur les ressources en eau de l'Ontario</i>	La loi entière	Tous
57.	<i>Loi sur l'équité salariale</i>	La loi entière	Tous
58.	<i>Loi sur les pesticides</i>	La loi entière	Tous
59.	<i>Loi sur les maladies des plantes</i>	La loi entière	Tous
60.	<i>Loi de 2000 favorisant le choix et l'excellence au niveau postsecondaire</i>	La loi entière	Tous
61.	<i>Loi de 2005 sur les collèges privés d'enseignement professionnel</i>	La loi entière	Tous

Numéro	Colonne 1	Colonne 2	Colonne 3
	Titre de la loi	Partie de la loi qui est désignée	Règlements pris en application de la loi qui sont désignés
62.	<i>Loi de 2006 sur les parcs provinciaux et les réserves de conservation</i>	La loi entière	Tous
63.	<i>Loi sur les terres publiques</i>	La loi entière	Tous
64.	<i>Loi sur les véhicules de transport en commun</i>	La loi entière	Tous
65.	<i>Loi de 2000 sur la Commission des courses de chevaux</i>	La loi entière	Tous
66.	<i>Loi de 2002 sur le courtage commercial et immobilier</i>	La loi entière	Tous
67.	<i>Loi de 2006 sur la location à usage d'habitation</i>	La partie XIV (Normes d'entretien), la partie XV (Application et exécution) et la partie XVI (Infractions)	Aucun
68.	<i>Loi de 2002 sur la salubrité de l'eau potable</i>	La loi entière	Tous
69.	<i>Loi de 1995 sur les chemins de fer d'intérêt local</i>	La loi entière	Tous
70.	<i>Loi favorisant un Ontario sans fumée</i>	La loi entière	Tous
71.	<i>Loi de 2002 sur la durabilité des réseaux d'eau et d'égouts</i>	La loi entière	Tous
72.	<i>Loi de 2000 sur les normes techniques et la sécurité</i>	La loi entière	Tous
73.	<i>Loi de la taxe sur le tabac</i>	La loi entière, sauf l'article 17	Aucun
74.	<i>Loi de 2002 sur le secteur du voyage</i>	La loi entière	Tous
75.	<i>Loi de 1999 sur la société appelée Vintners Quality Alliance</i>	La loi entière	Le Règl. de l'Ont. 405/00 (General) Le Règl. de l'Ont. 406/00 (Rules of Vintners Quality Alliance Ontario under Clauses 5 (1) (a), (b) and (c) of the Act Relating to Terms, Descriptions and Designations for VQA Wine)
76.	<i>Loi de 2002 sur le réacheminement des déchets</i>	La loi entière	Tous

16/08

NOTE: Consolidated regulations and various legislative tables pertaining to regulations can be found on the e-Laws website (www.e-Laws.gov.on.ca).

REMARQUE : Les règlements codifiés et diverses tables concernant les règlements se trouvent sur le site Lois-en-ligne (www.lois-en-ligne.gouv.on.ca).

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TEXTE D'INFORMATION POUR LA GAZETTE DE L'ONTARIO

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