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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 DES 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.

Autocar Jeannois Inc. 45151-C
155, Chemin Saint-Michel, Alma, Quebec G8E 1K4

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Cities of Toronto and Mississauga to the Ontario/Quebec, Ontario/Manitoba, and the Ontario/USA border crossings for furtherance:

- (i) to points as authorized by the relevant jurisdiction 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.

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

Saugeen Mobility and Regional Transit 34968-B
603 Bruce Road 19, Box 40, Walkerton, ON N0G 2V0

Applies for a public vehicle operating licence as follows:

- A. For the transportation of passengers on a scheduled service between points in the Counties of Bruce, Grey, Huron and Wellington and points in Ontario.

PROVIDED THAT:

1. the licensee be restricted to the use of Class "D" public vehicles (some of which are equipped with devices specially designed for passengers who are mentally and/or physically challenged) as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, R.S.O. 1990 Chapter P.54;
2. charter trips be prohibited;
3. the passengers travelling on the vehicles operated by the licensee meet the client eligibility criteria to be accepted as clients of the transportation service, including passengers who are unable to access existing transportation services due to lack of financial resources or accessibility options. Eligible clients may also include vulnerable and frail elderly clients with physical disabilities or cognitive and visual impairments.
4. this service shall be a "door-to-door" and "on demand" service.

- B. Also applies for the transportation of passengers on a chartered trip from points in the Counties of Bruce, Grey, Huron and Wellington.

PROVIDED THAT:

1. the licensee be restricted to the use of Class "D" public vehicles (some of which are equipped with devices specially designed for passengers who are mentally and/or physically challenged) as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, R.S.O. 1990 Chapter P.54;
2. the passengers travelling on the vehicles operated by the licensee meet the client eligibility criteria to be accepted as clients of the transportation service, including passengers who are unable to access existing transportation services due to lack of financial resources or accessibility options. Eligible clients may also include vulnerable and frail elderly clients with physical disabilities or cognitive and visual impairments.

PROVIDED THAT the public vehicle operating licence PV-3280 currently in the name of Bruce, Grey and Huron Disability Transportation Corporation be cancelled.

(144-G346) FELIX D'MELLO
Board Secretary/Secrétaire de la Commission



Government Notices Respecting Corporations Avis du gouvernement relatifs aux compagnies

Notice of Default in Complying with the Corporations Tax Act

Avis de non-observation de la Loi sur l'imposition des sociétés

The Director has been notified by the Minister of Finance that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241(1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Ministry of Finance, Corporations Tax, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre des Finances a informé le directeur que les sociétés suivantes n'avaient pas respecté la *Loi sur l'imposition des sociétés*.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(1) de la *Loi sur les sociétés par actions*, si les sociétés citées ci-dessous ne se conforment pas aux prescriptions énoncées par la *Loi sur l'imposition des sociétés* dans un délai de 90 jours suivant la réception du présent avis, lesdites sociétés se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à l'Imposition des sociétés, ministère des Finances, 33, rue King ouest, Oshawa ON L1H 8H6.

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2011-07-16

A & A APPRAISALS INC.	000996697
ALMA REAL ESTATE LTD.	000330106
AMARBIR & ASSOCIATES INC.	002012630
ARTESS INTERNATIONAL EMPLOYMENT SERVICES LTD.	001697282
ASTRA LOCK & SAFE INC.	001470412
ATIS MARKETING CORPORATION	001549423
B.G. GARDENING LTD.	001654094
BAKERY HOLLYWOOD INC.	001238051
BARRY MCARTHUR TRUCKING LTD	000883181
BLACK HAND TECHNOLOGIES INC.	001384817
BLUE SKY INC.	001480349
BROOKSTONE ASSOCIATES LTD.	000887213
CALCOM INC.	002030427
COMMERCIAL HOTEL (BROCKVILLE) LIMITED	000570058
CONTRACT TEXTILES INC.	000868453
COZY HOME FURNITURE INC	001015577
CREEK MILL MEADOWS INC.	001011240
DUPONT SQUARE LIMITED	000878256
ELECTRONIC HARDWARE SPECIALTIES LIMITED	000202021
EUROPEAN GENERAL CONTRACTING INC.	001527341
E3 ADJUSTABLE WORKSTATIONS INC.	002073748
FARAWAY ENTERPRISES LIMITED	000105351
FOUR CORNERS DEVELOPMENTS INC.	001293793
FRONTLINE COMPUTERS INC.	001503714
FRONTLINE INVESTIGATIONS & SECURITY TEAM INC.	001376892
GALTAK HOUSEWARE LIMITED	000918271
GEM SECURITY SYSTEMS INC.	000282632
GENERAL MERCANTILE CORPORATION	000828691
GREAT IDEAS BGB INC.	001637632
GREEN LAKE INVESTMENTS INC.	001476717
GIOMARA HOLDINGS INC.	001632302
H.D.S. INVESTMENTS LIMITED	000488997
HAMEL COMMUNICATION GROUP INC.	001097949
HAWTHORNE PROPERTIES LTD.	000598817
HOWARD STREET LIMITED	001546397
INTERACT REHABILITATION MANAGEMENT INC.	001067160

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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IRIE AUTO PARTS LTD.	001383409
J. & G. LANDSCAPING AND SNOW REMOVAL INC.	000908590
J.S.P TRANSPORT INC.	002078728
JACK'S WRECKER SERVICE INC.	001597528
KAN Z. TRADING COMPANY LTD.	001048945
KARJAMA DESIGN INC.	001680970
LE PETIT QUEBEC HOTEL LIMITED	000647449
LIFE BREATH HOME CARE SERVICES LTD.	001639187
LINCOLN SHORES ESTATES LIMITED	001631059
LWH INTERNATIONAL INC.	001612085
MANGICO INC.	001102309
MAPLE ROYAL ENTERTAINMENT INC.	002077791
MATRIX HEALTH NETWORK INC.	001077933
METAL-LEE RECYCLING INC.	001694424
NMK PRODUCTIONS INC	001384095
NORTHWIND BUILDING SERVICES GROUP LTD.	001569380
P M MANOV FLOORING INC.	001648654
PORT ALBERT DEVELOPMENTS LIMITED	000106654
RACE BUFFS INC.	001359684
RAY COM FOREST CANADA INC.	001140605
RIVARD PARK INC.	001147194
SCI-FI WORLD CORPORATION	001043448
SHAHI PALACE RESTAURANT INC	001023752
SOLID MASONRY INC.	001071229
SOLUTIONS CENTRUM - CONSULTANTS INC.	001360226
SPIERAK HOLDINGS CORP.	000985265
SYSTEMATIC PROPERTY INVESTMENTS INC.	002047946
T.J.C. INC.	001084729
THE GENERAL CONSTRUCTION AND RENOVATION CO. LTD.	001627499
THE PARKING PLACE COMPANY LIMITED	000874463
THE SIFTON CAPITAL CORPORATION	000906881
THE TIRE NETWORK INC.	001197048
TRAVELS "R" US INC.	001203515
UNIVERSAL POWER CONTRACTORS LTD.	001629337
V.I.P. BOOKSTORE & GIFT INC.	001027309
WAYNE DEMPSEY INC.	001194211
WE COME TO YOU STORAGE INC.	002066287
WILLSIE SUNNYVIEW FARMS LIMITED	000243278
YOUNG THAILAND RESTAURANT LIMITED	000942589
YOUTH SCIENCES LABORATORIES LTD.	001654031
1022306 ONTARIO LTD.	001022306
1022437 ONTARIO INC	001022437
1023905 ONTARIO LIMITED	001023905
1028816 ONTARIO INC.	001028816
1032160 ONTARIO INC.	001032160
1032536 ONTARIO LTD.	001032536
1079393 ONTARIO INC.	001079393
1123225 ONTARIO LIMITED	001123225
1129660 ONTARIO INC.	001129660
1141697 ONTARIO LIMITED	001141697
1144725 ONTARIO LIMITED	001144725
1149491 ONTARIO INC.	001149491
1171856 ONTARIO LIMITED	001171856
1263405 ONTARIO INC.	001263405
1265194 ONTARIO LIMITED	001265194
1296346 ONTARIO INC.	001296346
1338690 ONTARIO LTD.	001338690
1366923 ONTARIO INC.	001366923
1374083 ONTARIO LIMITED	001374083
1399576 ONTARIO INC.	001399576
1409573 ONTARIO LIMITED	001409573
1491489 ONTARIO INC.	001491489
1503355 ONTARIO INC.	001503355

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
1507341 ONTARIO INC.	001507341
1553762 ONTARIO LTD.	001553762
1578036 ONTARIO INC.	001578036
1582717 ONTARIO LTD.	001582717
1597295 ONTARIO INC.	001597295
1627194 ONTARIO INC.	001627194
1663768 ONTARIO INC.	001663768
1701845 ONTARIO LTD.	001701845
2000215 ONTARIO INC.	002000215
2016580 ONTARIO INCORPORATED	002016580
2029981 ONTARIO INC.	002029981
2043218 ONTARIO LIMITED	002043218
2056723 ONTARIO LIMITED	002056723
2056942 ONTARIO LTD.	002056942
2101059 ONTARIO LTD.	002101059
728697 ONTARIO LIMITED	000728697
786456 ONTARIO LIMITED	000786456
789041 ONTARIO LIMITED	000789041
801800 ONTARIO LIMITED	000801800
836820 ONTARIO INC.	000836820
982681 ONTARIO LTD.	000982681

KATHERINE M. MURRAY
Director, Ministry of Government Services
Directrice, Ministère des Services
gouvernementaux

(144-G347)

**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
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2011-06-20

A & L METAL PRODUCTS LIMITED	000272881
A. DALE WELL & PUMP SERVICE LTD.	000869788
A.C. SUMMIT INDUSTRIAL SUPPLY LIMITED	000813467
A.J.D. INVESTMENTS LIMITED	000576092
A&A ALUMINUM CO. LTD.	000914641
AAA TRUCKING INC.	001667274
ADRENACROME MEDIA GROUP INC.	002036729
ADVENTURE TRADING CORP.	001025705
AEC EQUIPMENT SYSTEMS LTD.	001662680
AG-TUFF LTD.	001099084
AGGETT LIMITED	000765031
AHMED TRADING CORPORATION	001554462
ALCOR METAL FABRICATING LTD.	001407606
ALEXIS DOOR MFG. LTD.	000951274
ALLCRETE PROPERTY & ROAD SERVICES INC.	001606042

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
ALTERKNIT INC.	001704976
ANNUITY ANALYSTS & RETIREMENT PLANNERS INC.	000599093
APEX BUSINESS GROUP INC.	001584618
APOLLO PUBLICATION CORPORATION	001659418
ARBOR INC.	002094441
ASSOCIATES TOWING & STORAGE INC.	001387273
BALL AND ASSOCIATES, INC.	000952845
BARMAR COFFEE LTD.	001577199
BARRIER INSULATORS LTD.	001288346
BAYSHORE PLB SPECIALTIES INTERNATIONAL LTD.	001392208
BEANIES CAFE INC.	002104232
BETTER BUILT TOOLING LTD.	001275980
BILLION FINANCIAL CORPORATION	001285117
BLAKARE LIMITED	000486087
BLUBARRIE HILL INC.	001580537
BLUEPRO INC.	001441883
BLUEROCK MEDIA INC.	001680164
BOTH INDUSTRIES LTD.	001059532
BOXXE INC.	001605028
BPM OUTSOURCING INC.	001672188
BRANT ARTSCAPES INC.	001528816
BRINCAD TECHNOLOGIES INC.	001060305
BURGATO CO. INC.	000766205
C & R BLOOR ST. INC.	000879721
C. G. TECH (ONTARIO) LTD.	000644551
CABROE COMMERCIAL MASONRY LTD.	001654205
CALLMARKSS INC.	001156243
CANADA GREEN FOREST TRADING CO. LTD.	001040189
CANADIAN GREEN LANKA INC.	001634941
CANADIAN OCEANIC FISHERIES LTD.	001037401
CANE ENGINEERING INC.	001104981
CANMOL INTERNATIONAL 2002 INC.	001535562
CANTEX TRADING COMPANY INC.	001541703
CARDINAL GREENHOUSE.COM INC.	001394070
CARE SUPPORT INC.	001684173
CARLTON HAVILAND ENERGY INC.	002080559
CARUBA COATINGS INC.	001082376
CASA BELLA INTERIORS INC.	001334590
CHONKAN CANADA INC.	001010041
CIRCA NEWS WORLD LIMITED	001015093
CITY PROPERTIES MANAGEMENT CORP.	002007836
CLAUS PRESS LIMITED	000155257
CLIENTNET INC.	001149351
COMPUTER HUT INC.	002074963
CONNECT-R-US INC.	002047178
CONNIE & WESLEY CHINESE ARTS & CRAFTS LIMITED	001063833
CORREIA CURBS & CONSTRUCTION INC.	001504272
CRAIG MARTIN ENTERPRISES INC.	000664461
CURRIE TECHNOLOGIES INC.	001007505
CUSTOM COMPUTER PROGRAMMING INC.	000470233
CYNTHIA'S CHINESE RESTAURANT LIMITED	001255253
D. L. GENNER INC.	001042012
DALCON GENERAL CONTRACTING LTD.	001307674
DALIP SINGH & SONS INC	000858581
DATABASE MARKETING SOLUTIONS INC.	001482548
DAVICAL LIMITED	000213285
DAVIDSON ASSOCIATES INC.	001438325
DEARIE CONTRACTORS LTD.	000261144
DELI TIME FOODS INC.	000921577
DELOS-GLOBAL ENTERPRISES INC.	000775837
DELTA SECURITY SOLUTIONS INC.	002031622
DIGITAL ROOF CORPORATION	001215038
DISSENT CLUBS INC.	002071473
DORAN'S BEVERAGES INC.	000331760
DOUGLAS LEIER ENTERPRISES INC.	000757689
DYCN HOLDINGS INC.	000625818
E. & L. CEMENT WORKS LTD.	000893007
E.J. INDUSTRIAL MANAGEMENT INC.	001477947
EARTH-CON UNDERGROUND LIMITED	002067336
EDWIN HOLDINGS INC.	001647913

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
EILEEN UNIVERSAL INC.	001423089
ELECTRICMUSTARD INC.	002080606
ELITE B. TECH INC.	002102989
EM BROADBASED GROUP INC.	001697730
EMBERSOFT INC.	000705292
EMBRYONIC SOLUTIONS INC.	002008698
ENVIRO TIRE RECYCLING LTD.	001523717
ENVIROCARE INVESTMENTS INC.	000918664
ERICON CARE SERVICES INC.	000991585
ESSOR ASSETS MANAGEMENT INC.	001586878
EUROCAN PLUMBING INC.	001140254
EVERCORP INC.	001647274
EXCLUSIVE OPTICAL LTD.	000296897
EXPORCANADA LTD.	000907089
EXTREME AUTO CENTRE INC.	000993384
F.T.G. HEATING LTD.	002097999
FIRST AID ONLINE INC.	002077320
FIVE SEASONS TRANSIT SERVICE INC.	001378670
FLY FREE CANADA INC.	002029987
FODOR & CICMAN ELECTRICAL SERVICE INC.	001424912
FONG TSUI COMPANY LIMITED	001049341
FOPPISH INC.	001680034
FREGONESE CONSTRUCTION INC.	000481933
G & G VALLATI HOLDINGS INC.	001497499
G.A. HEGGARTY MFG. LIMITED	000571373
G.R.A.P.E. INC.	001080608
G-FORCE TRANSPORT INC. (GTI)	002101444
GARRY PRYSHLAK LTD.	000257857
GENESIS DIRECT MARKETING INC.	001662666
GENESIS PRODUCT & MARKET DEVELOPMENT LIMITED	001037363
GLOBAL BUSINESS ALLIANCE INC.	001062450
GOLDEN LAND REALTY INC.	000987917
GOOD BUDDY SERVICES LTD.	000487025
GRANT'S SATELLITE CONNECTIONS LTD.	001180677
GREEN STAR CONTRACTING LTD.	001056193
GREG DUVAL CONTRACTING LTD.	000521549
GTA CUSTOM EAVESTROUGH INC.	001575057
GULFBREEZE CONTRACTING LIMITED	001045456
HALF PRICE VIDEO DISTRIBUTORS INC.	001321383
HDL INC.	002091522
HG AUTOMOTIVE INC.	002051237
HI-RISE COMMUNICATIONS PROMOTIONAL PRODUCTS INC.	001649229
HOMELIFE GEORGIAN HEIGHTS REALTY INC.	001693223
HON PING INVESTMENTS LIMITED	000537809
HOUGHALL LIMITED	000695260
HUI MEI INTERNATIONAL TRADING INC.	001423778
I B O TRANSPORT INC.	002051364
I.C.C.A. & ORIENTAL MEDICINE LTD.	001438491
ICON CHEQUE CASHING SERVICES INC.	001338655
ID MERCHANDISING GROUP INC.	001494180
ILIVEBANDS.COM LTD.	001408888
IMEANBIZ.COM INC.	001646678
IMPRESSIONS CONCRETE DEVELOPMENTS LIMITED	001401048
INDUSTRIAL DEVELOPMENT & MANUFACTURING INC.	000649821
INSTANT REPLAY VENDING PROMOTIONS INC.	001096356
INTERIOR MODULAR SYSTEMS LIMITED	001584025
INTERNATIONAL M & T SPA SALON LTD.	002092468
INTERNATIONAL MATCH-NETWORK (CANADA) INC.	001194414
INTERNATIONAL SAUDI-CANADIAN COMPANY INC.	002079468
IN2IT PRODUCTIONS ENTERTAINMENT INC.	001412638
ISGRO FRUIT MARKET LIMITED	000231385
ISLAND WEAVER WILDERNESS TOURS INC.	001267881
IT SOURCE SOLUTIONS INC.	002090518
JACKBAR ENTERPRISES LIMITED	000272197
JAMM ENTERTAINMENT INC.	001599453
JAMMY'S INTERNATIONAL LIMITED	001685591
JEANNE GRIERSON FASHION PROMOTIONS INC.	000732645
JEFF MARSHALL & ASSOCIATES CASTING INC.	000755468
JIAREN CORPORATION	001532225

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
JKL ADVERTISING INC.	001209834
JL MEDIAMIX HOLDINGS INC.	001273160
JODA HOLDINGS LIMITED	000246864
JOHN F. SANTOS REAL ESTATE LIMITED	000265212
JOHNMAR ELECTRIC INC.	001418085
JOHNSON'S FINE FURNITURE INC.	000834756
JULES GROSS HOLDINGS LIMITED	000819637
K.A.M.P. INC.	001163966
K-ART SUPER CERAMICS INC.	000757384
KABODOXA INC.	001121829
KANV INTERNATIONAL INC.	001675350
KEE-LAWR RESTAURANTS LIMITED	000148637
KENDATA ELECTRONICS LIMITED	000300608
KENSINGTON PATTY PALACE LIMITED	000360032
KEVIN J CARPENTRY LTD.	001695896
KIELAU ENTERPRISES LIMITED	000419321
KIPLING GUARDIAN PHARMACY INC.	001543693
KRPLINK INC.	000434970
KYLE'S CARPENTRY LTD.	001413966
LAKESHORE SOILS INC.	001156658
LAND EFFECTS LANDSCAPE & DESIGN LTD.	000871704
LASELL HOME HOTLINES LTD.	000979041
LAYLAND TRANSPORT INC.	001624875
LEAL MASONRY LTD.	001576904
LESSTATIC INC.	000774261
LIFESTYLE VACATIONS INC.	001689464
LITTLE FOLKS CHILDREN'S CENTRE INC.	001651374
LIZCAR MERCHANDISING INDUSTRIES LTD.	000971210
LORRON FOODS INTERNATIONAL INC.	000941117
LUX GROUP INC.	002033719
M & F LIVESTOCK LTD.	001659856
M & R TIMBER LIMITED	001333564
M.C.M. ROOFING AND SHEET METAL LTD.	001510075
MACOSTE BUSINESS & CULTURE (CANADA) INC.	000986065
MAGEOR RECYCLING CORP.	001590382
MAGIC CARPET MEDIA INC. (BESSAT-ERREEH)	001125105
MALDX INC.	001689992
MANILISE LIMITED	000130614
MANNING & COLLEGE X-RAY AND ULTRASOUND LTD.	000792925
MAPCOMM CANADA INC.	001395414
MAPLE LEAF MECHANICAL CORP.	001343745
MARKHAM SPICY MART INC.	002092557
MARQUARDSON HOLDINGS LTD.	000603541
MASPRO MANUFACTURING & MARKETING INC.	001187145
MASS PROTOTYPE INC.	001186231
MCGLYNN MARKETING INC.	001341548
MDC GROUP INC.	000991729
MED-OP CANADA LTD.	001695967
MEDALA MARBLE & TILE CO. LTD.	001593105
MEGACITY AUTO SPA INC.	001398502
MELINCOR ENTERPRISES LTD.	001070665
MICROLINK CONSULTING SERVICES INC.	001018521
MILLER HEATING AND AIR CONDITIONING LIMITED	000643277
MONA EXPRESS INC.	001666495
MONEYPLUS INTERNATIONAL INVESTMENTS INC.	001628700
MULTICORP MANAGEMENT INC.	001662983
MUR. CO. LTD.	001544382
MUSONIC LIMITED	000227657
MY WAY R.X. LTD.	001650256
M27 QQ ACQUISITIONS INC.	002077878
NANAVATI ASSOCIATES INC.	002075765
NATIONAL COMMUNITY NETWORK INC.	001660992
NATIONAL SIGN & AWNING GROUP INC.	001123650
NEW CITY BRICKLAYERS LIMITED	000664937
NEW ERA CONSTRUCTION SERVICES LTD.	001370793
NFT MARKETING INC.	001091135
NIAGARA HOME & TOOL DEPOT INC.	002103352
NICE CARS (CHATHAM) LIMITED	001571699
NORTHERN NEBULA PRODUCTIONS INC.	000969856
OLD FORT MALL INC.	000903233
OMNIUM MEDICAL DEVICES OF CANADA INC.	000948787

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
ONTARIO DANCE COMPETITION INC.	002101558	SOUTHDOWN TRUCK LUBE & WASH INC.	000500237
ONTARIO FINANCIAL GROUP LIMITED	001689494	SOUTHLEA FARMS LTD.	000476327
ORANGE REALTY CORPORATION	002073825	SPARKLEAN JANITORIAL SERVICES INC.	001593078
OSCAR MANAGEMENT INC.	001096869	ST. JAMES PROPERTIES INC.	002073339
OTTAWA-VALLEY BATHTUB LINERS INC.	002102658	STAINLESS STEEL SPECIALTIES LTD.	002011631
P.J.MURPHY ENTERPRISES CORP.	001682349	STANCO PROPERTIES LIMITED	000269857
P.S.E. CONTRACTING LTD.	001285037	STETSON DESIGNS INC.	001687559
PARKER VENDING INC.	001679904	STRATEGIC INFORMATION SYSTEMS CORPORATION	000931864
PARMAR TRANSPORT REFRIGERATION INC.	000492570	STRICON LTD.	001046882
PARS SERVICE TECHNOLOGY INC.	001212235	STRICTLY ROOTS INC.	001675358
PAUL DICK CUSTOM BUILDING INC.	000838373	STRUJA DRYWALL INC.	001356251
PENTAGON INSURANCE HOLDINGS LTD.	001099699	SUMTYME CORPORATION	001418513
PERK'S FINE CARS LIMITED	001214026	SWEET SURPRISES LIMITED	001667758
PETER VAN PAASSEN FARMS LIMITED	000583973	T. EDWARDS INTERIORS INC.	001558622
PETERINE ENTERPRISES LIMITED	000232641	TACO VILLA INC.	001175252
PIAZZA PANINI & ESPRESSO BAR INC.	001418981	TAJPUR EXPRESS INC.	002097307
PINE VALLEY COLLISION CENTRE INC.	001247627	TANSINI ENTERPRISES LIMITED	001105857
PIPER TELECOM MARKETING GROUP INC.	001252914	TARI-TEC ELECTRIC LTD.	001266096
PLANET CONTRACTING INC.	001620183	TATE ANDALE CANADA INC.	000489426
POINT TO POINT EXPRESS LTD.	001651921	THAI KEE ORIENTAL SUPERMARKET INC.	001625897
PRECISE CORP.	001658418	THARAN INC.	002094473
PRO-C HOLDINGS CORPORATION	000953505	THE ALSTRAM GROUP INC.	000929893
PRO-CARE PROPERTY MAINTENANCE INC.	001649694	THE BEAVIS LEARNING GROUP INC.	001381525
PROACTIVE TECHSERVICES LTD.	001080277	THE CARTIER PLACE APARTMENTS LTD.	000842505
PROMAX PROMOTIONS INC.	000941352	THE DANCE CORPS INC.	002003373
PURE MUSCLE & PERFORMANCE LTD.	001533396	THE GALLERY OF THE KANADAS LTD./ LES GALERIES DES KANADAS LTEE.	001550854
QUEST FINE CARS LTD.	001031317	THE KARP RESTAURANT INC.	001709948
QUEST WAREHOUSING & DISTRIBUTION INC.	001595620	THE PARLOUR INC.	001433770
R.B.C. CONSULTING INC.	001333968	THE RAINBOW RAGZ CO. LTD.	001034549
RAPID AUTO SOUND LTD.	000466625	THE REASONABLE BROTHERS INC.	000940521
RAYMOND KERR CONTRACTING LTD.	001631679	THE REHABILITATION TRAINING GROUP INC.	000983189
REALEX BACKHOE RENTAL LIMITED	002110844	THE RENTON GROUP INC.	002054600
RECOL ALUMINUM RAILINGS & WINDOWS INC.	001483437	THE SCRAPBOOK CENTRE INC.	001505802
RECORDED PICTURE COMPANY (TORONTO) INC.	000952099	THE STANDARD BATH COMPANY INC.	001543255
REGAL CREST LEASING INC.	001439672	THREE'S COMPANY AUTO INC.	001020669
REGIONAL DRIVER SERVICES INC.	001675886	THUNDER MUG INC.	002091066
RELIABLE BANNERS INC.	001687541	TIMMERTON PRODUCTIONS LIMITED	000340041
RENEW FOUNDRY EQUIPMENT LIMITED	000776477	TOTAL PLASTIC SOLUTIONS INC.	002065150
RHINO DEVELOPMENTS INC.	000828988	TREMAINE TRUCKING LTD.	000717965
RICHLAND PROPERTY MAINTENANCE INC.	001397142	TRS LEGEND GROUP INC.	002095069
ROADRUNNER EXPRESS LIMITED	001640109	TRULSEN CORPORATION	001483611
RON KOPPEL HOLDINGS INC.	000816552	TRUMPOUR & SONS CONSTRUCTION LTD.	000226456
ROOMS INTERNATIONAL HOME FURNISHINGS INC.	001155228	TURNPOINT INC.	001552736
ROS & ROSS INC.	001298241	TWO CITIES INVESTMENTS INC.	000646028
ROSS CLYDESDALE HOLDINGS INC.	000718444	UNION HAULAGE LIMITED	000481501
RUSS BLUNDELL HAULAGE LTD.	000950252	UNIVERSAL MARKETING INTELLIGENCE CORP.	001657479
S.E.R. WEIR ENTERPRISES INC.	000576617	V&V MARKETING INC.	001556741
SAK INSTRUMENTS INC.	001063308	VALER GROUP INC.	002032837
SALES BUILDERS INC.	000967449	VALLEY EQUIPMENT RENTALS LIMITED	001159208
SAMLAL & ASSOCIATES INC.	001576107	VELTRONIX INCORPORATED	000580909
SAVERIO MELIA INVESTMENTS LIMITED	000659000	VIETNAM GARDEN RESTAURANT INC.	000929358
SAVVAS TRANSPORT INC.	001198683	VINOR MANUFACTURING INC.	000918365
SAWDO TIMBER LTD.	000988428	WARDS FARM EQUIPMENT (2004) INC.	001596179
SCHILD HOLDINGS LIMITED	002082558	WARRENGATE CORPORATION	000588097
SEMCOAT TECHNOLOGIES INC.	001032781	WATCH-ART IMPORTS INC.	000419044
SENIORS BENEFITS INC.	002056470	WATERLOO COUNTY REPRODUCTIONS INC.	000822785
SGA TECHNOLOGIES INC.	001430671	WEBWORX INC.	001428673
SHARP FLOORS INC.	002058267	WIG CITY INC.	002093865
SHEKINAH CONSTRUCTION LTD.	001668491	WINDSOR TECHNICAL SERVICES INC.	001220064
SHELDON N. CAPLAN PROFESSIONAL CORPORATION	001693437	WORKPLACE ENHANCEMENTS CANADA INC.	001715041
SHER-RON MOTOR INN LTD.	000390063	WORLD MUSIC SALES INC.	000901285
SHIELD AUTO GLASS (DOWNTOWN) LTD.	000918138	WYNN SYSTEMS DEVELOPMENT GROUP LTD.	000980704
SIMMRAM INC.	001131801	XYBX INC.	000824655
SKVP HOLDINGS CORP.	001079925	YUMMY HOUSE A TASTE OF NOODLES INC.	001462487
SLK MANAGEMENT SERVICES LIMITED	000371057	1ST CHOICE INDUSTRIES INC.	002005854
SLY'S CONTRACTING LIMITED	002100928	1008616 ONTARIO LTD.	001008616
SMAC SUPERMARKET LTD.	001685881	1011874 ONTARIO INC.	001011874
SOCRATES ENTERPRISES INC.	000557316	1014389 ONTARIO LIMITED	001014389
SOFTBIZ CONSULTING LTD.	000708842	1014741 ONTARIO LIMITED	001014741
SOUFRA DAIMEH INC.	001668999	1027501 ONTARIO LTD.	001027501
SOUTH CENTRAL TRANSPORT LTD.	001121301		

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
1028856 ONTARIO INC.	001028856
1039877 ONTARIO LIMITED	001039877
1042620 ONTARIO LTD.	001042620
1046152 ONTARIO LTD.	001046152
1053277 ONTARIO LIMITED	001053277
1055080 ONTARIO INC.	001055080
1060429 ONTARIO INC.	001060429
1061449 ONTARIO INC.	001061449
1066268 ONTARIO INC.	001066268
1068288 ONTARIO LIMITED	001068288
1075632 ONTARIO INC.	001075632
1083273 ONTARIO INC.	001083273
1083973 ONTARIO INC.	001083973
1088473 ONTARIO LIMITED	001088473
1090497 ONTARIO LTD.	001090497
1103772 ONTARIO INC.	001103772
1107624 ONTARIO LIMITED	001107624
1111353 ONTARIO LTD.	001111353
1112524 ONTARIO LIMITED	001112524
1122645 ONTARIO LTD.	001122645
1126539 ONTARIO LIMITED	001126539
1130437 ONTARIO INC.	001130437
1133686 ONTARIO INC.	001133686
1142861 ONTARIO INC.	001142861
1160277 ONTARIO INC.	001160277
1160430 ONTARIO INC.	001160430
1161641 ONTARIO INC.	001161641
1164457 ONTARIO LTD.	001164457
1165671 ONTARIO LTD.	001165671
1187191 ONTARIO LTD.	001187191
1188582 ONTARIO INC.	001188582
1200037 ONTARIO INC.	001200037
1210439 ONTARIO INC.	001210439
1223451 ONTARIO LIMITED	001223451
1235252 ONTARIO LIMITED	001235252
1236237 ONTARIO INC.	001236237
1242262 ONTARIO INC.	001242262
1262107 ONTARIO LTD.	001262107
1268446 ONTARIO INC.	001268446
1273976 ONTARIO INC.	001273976
1296445 ONTARIO LTD.	001296445
1296744 ONTARIO LTD.	001296744
1310400 ONTARIO INC.	001310400
1313379 ONTARIO INC.	001313379
1322157 ONTARIO INC.	001322157
1323892 ONTARIO INC.	001323892
1332926 ONTARIO INC.	001332926
1348198 ONTARIO INC.	001348198
1350789 ONTARIO LIMITED	001350789
1357143 ONTARIO INC.	001357143
1362345 ONTARIO LIMITED	001362345
1368023 ONTARIO INC.	001368023
1371110 ONTARIO INC.	001371110
1382156 ONTARIO LIMITED	001382156
1383284 ONTARIO INC.	001383284
1403219 ONTARIO INC.	001403219
1403779 ONTARIO LTD.	001403779
1412856 ONTARIO INC.	001412856
1420795 ONTARIO INC.	001420795
1423671 ONTARIO INC.	001423671
1441023 ONTARIO LIMITED	001441023
1450018 ONTARIO INC.	001450018
1450996 ONTARIO INC.	001450996
1465134 ONTARIO LIMITED	001465134
1465580 ONTARIO INC.	001465580
1468146 ONTARIO LTD.	001468146
1470036 ONTARIO INC.	001470036
1473504 ONTARIO INC.	001473504
1477148 ONTARIO LTD.	001477148
1490339 ONTARIO LIMITED	001490339
1491058 ONTARIO INC.	001491058

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
1491064 ONTARIO INC.	001491064
1499547 ONTARIO INC.	001499547
1499635 ONTARIO INC.	001499635
1508669 ONTARIO LIMITED	001508669
1510824 ONTARIO LTD.	001510824
1520886 ONTARIO LTD.	001520886
1521180 ONTARIO INC.	001521180
1525005 ONTARIO INC.	001525005
1529131 ONTARIO INCORPORATED	001529131
1537521 ONTARIO INC.	001537521
1544442 ONTARIO INC.	001544442
1554441 ONTARIO INC.	001554441
1562815 ONTARIO LTD.	001562815
1564709 ONTARIO INC.	001564709
1568020 ONTARIO LTD.	001568020
1569175 ONTARIO LIMITED	001569175
1576287 ONTARIO INCORPORATED	001576287
1577841 ONTARIO INC.	001577841
1578115 ONTARIO INC.	001578115
1578841 ONTARIO INC.	001578841
1579961 ONTARIO INC.	001579961
1586116 ONTARIO INC.	001586116
1606164 ONTARIO INC.	001606164
1611482 ONTARIO LIMITED	001611482
1612004 ONTARIO INC.	001612004
1616317 ONTARIO INC.	001616317
1622304 ONTARIO LIMITED	001622304
1623309 ONTARIO INC.	001623309
1631425 ONTARIO INC.	001631425
1639879 ONTARIO INC.	001639879
1639911 ONTARIO LTD.	001639911
1641405 ONTARIO INC.	001641405
1655129 ONTARIO LTD.	001655129
1660632 ONTARIO LIMITED	001660632
1668425 ONTARIO LIMITED	001668425
1669943 ONTARIO LIMITED	001669943
1670855 ONTARIO INC.	001670855
1671226 ONTARIO INC.	001671226
1673150 ONTARIO INCORPORATED	001673150
1674545 ONTARIO LTD.	001674545
1675162 ONTARIO INCORPORATED	001675162
1676527 ONTARIO INC.	001676527
1685163 ONTARIO INC.	001685163
1685337 ONTARIO INC.	001685337
1685693 ONTARIO LIMITED	001685693
1688897 ONTARIO LIMITED	001688897
1691065 ONTARIO INC.	001691065
1691781 ONTARIO INC.	001691781
1696248 ONTARIO CORP.	001696248
1698411 ONTARIO INC.	001698411
1699928 ONTARIO INC.	001699928
2003307 ONTARIO INC.	002003307
2008897 ONTARIO LIMITED	002008897
2010325 ONTARIO INC.	002010325
2011454 ONTARIO LTD.	002011454
2015201 ONTARIO INC.	002015201
2022792 ONTARIO INC.	002022792
2027021 ONTARIO INC.	002027021
2036342 ONTARIO INC.	002036342
2038751 ONTARIO LIMITED	002038751
2042726 ONTARIO INC.	002042726
2055695 ONTARIO INC.	002055695
2060580 ONTARIO INC.	002060580
2063005 ONTARIO INC.	002063005
2067001 ONTARIO INC.	002067001
2067103 ONTARIO INC.	002067103
2069209 ONTARIO INC.	002069209
2074048 ONTARIO INC.	002074048
2074495 ONTARIO INCORPORATED	002074495
2074582 ONTARIO INC.	002074582
2074613 ONTARIO INC.	002074613

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2074846 ONTARIO INC.	002074846
2077363 ONTARIO CORPORATION	002077363
2079375 ONTARIO INC.	002079375
2086542 ONTARIO INC.	002086542
2089441 ONTARIO INC.	002089441
2090554 ONTARIO LTD.	002090554
2090687 ONTARIO INC.	002090687
2090875 ONTARIO LIMITED	002090875
2092796 ONTARIO INC.	002092796
2093588 ONTARIO INC.	002093588
2094711 ONTARIO LIMITED	002094711
2095187 ONTARIO LTD.	002095187
2099295 ONTARIO INC.	002099295
2099388 ONTARIO INC.	002099388
2100168 ONTARIO CORPORATION	002100168
2101693 ONTARIO INC.	002101693
2118936 ONTARIO INC.	002118936
2119199 ONTARIO LIMITED	002119199
2136387 ONTARIO INC.	002136387
338853 ONTARIO INCORPORATED	000338853
462796 ONTARIO LIMITED	000462796
506877 ONTARIO LIMITED	000506877
510597 ONTARIO LTD.	000510597
527489 ONTARIO LIMITED	000527489
561201 ONTARIO LTD.	000561201
562273 ONTARIO INC.	000562273
590032 ONTARIO INC.	000590032
605409 ONTARIO LIMITED	000605409
621461 ONTARIO INC.	000621461
642784 ONTARIO LIMITED	000642784
653137 ONTARIO LIMITED	000653137
684884 ONTARIO, INC.	000684884
720497 ONTARIO INC.	000720497
723013 ONTARIO LIMITED	000723013
813179 ONTARIO INC.	000813179
814937 ONTARIO LIMITED	000814937
822476 ONTARIO INC.	000822476
825501 ONTARIO INC.	000825501
833397 ONTARIO INC.	000833397
840397 ONTARIO INC.	000840397
861268 ONTARIO LIMITED	000861268
870213 ONTARIO LIMITED	000870213
870366 ONTARIO LIMITED	000870366
872604 ONTARIO LIMITED	000872604
878905 ONTARIO INC.	000878905
893574 ONTARIO LIMITED	000893574
912561 ONTARIO LIMITED	000912561
926649 ONTARIO INC.	000926649
937305 ONTARIO INC.	000937305
941388 ONTARIO INC.	000941388
943368 ONTARIO LTD.	000943368
980949 ONTARIO LTD.	000980949
985977 ONTARIO INC.	000985977
986437 ONTARIO LTD.	000986437
989801 ONTARIO INC.	000989801
994534 ONTARIO LTD.	000994534

KATHERINE M. MURRAY
Director, Ministry of Government Services
Directrice, Ministère des Services
gouvernementaux

(144-G348)

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
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2011-06-03

FITNESS WAREHOUSE PINECREST INC.	001534315
L & G MATTHEW'S PAINTING LTD.	002119609
NYPI NORTH YORK PERSONNEL INC.	000678138
PRAYOSHA JEWELS INC.	001740207
REBONDING INC.	002074771
TDQ CONTRACTING INC.	002172420
1722313 ONTARIO LTD.	001722313
1722680 ONTARIO LTD.	001722680
2049215 ONTARIO LTD.	002049215
2075293 ONTARIO INC.	002075293
2085019 ONTARIO INC.	002085019
2177009 ONTARIO LTD.	002177009

2011-06-06

BOSTON PIER REAL ESTATE LIMITED	001640572
DR. JOSEPH HEW MEDICINE PROFESSIONAL CORPORATION	002140454
EDULINK INTERNATIONAL CORP.	002081243
MISSION PHARMACAL (CANADA) INC.	001442808
NEDCAN AUTO LTD.	001384864
OPTIMIZED POWER SOLUTIONS INC.	000606469
1032472 ONTARIO INC.	001032472
1571754 ONTARIO INC.	001571754
2067178 ONTARIO INC.	002067178
710219 ONTARIO INC.	000710219

2011-06-07

LAROCQUE WATER SUPPLY INC.	002181348
2140344 ONTARIO LTD.	002140344

2011-06-09

DISCOVER LOGISTICS INC.	002137524
HAS ENTERPRISE INC.	002136541
M.V. EQUINE SERVICES LTD.	000830046
1304030 ONTARIO LTD.	001304030
1657129 ONTARIO INC.	001657129
1657466 ONTARIO INC.	001657466
740847 ONTARIO INC.	000740847

2011-06-20

TECHNALYSIS INC.	000508617
2186412 ONTARIO INC.	002186412

2011-06-22

SHKODA ELECTRICAL INCORPORATED	001420265
2221759 ONTARIO INC.	002221759

2011-06-23

FRANTECH SALES INC.	002011467
JADE SPA INC.	001663527
NIKOLAUS HOLDINGS INC.	000642446
RJM ENTERPRISES INC.	002031929
1745933 ONTARIO INC.	001745933

2011-06-24

KINETIX LIVING INC.	001635861
RIGHT AUTOMOTIVE LTD.	001243806
SIDEWALK STUDIOS INC.	002065845
663683 ONTARIO LIMITED	000663683

2011-06-27

BRITHI KITCHEN AND BATH LTD.	002117761
J.M.C. TECHNICAL SERVICES INC.	000704303
MAKOLS TAX & MORE INC.	001795553

Name of Corporation: Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
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2011-06-28 BW GP INC.	002116394
2011-06-29 M & M FINE AUTO INC.	001704811

(144-G349) KATHERINE M. MURRAY
Director, Ministry of Government Services
Directrice, Ministère des Services
gouvernementaux

Cancellation for Cause (Business Corporations Act) Annulation à juste titre (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under section 240 of the *Business Corporation Act*, the certificates set out hereunder have been cancelled for cause and in the case of certificates of incorporation the corporations have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, par des ordres donnés en vertu de l'article 240 de la *Loi sur les sociétés par actions*, les certificats indiqués ci-dessous ont été annulés à juste titre et, dans le cas des certificats de constitution, 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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2011-06-30 2205638 ONTARIO INC.	2205638
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(144-G350) Katherine M. Murray
Director/Directrice

Co-operative Corporations Act Certificate of Incorporation Issued Loi sur les sociétés coopératives Certificat de Constitution Délivré

NOTICE IS HEREBY GIVEN that, under the Co-operative Corporations Act, a certificate of incorporation has been issued to:

AVIS EST DONNÉ PAR LES PRÉSENTES qu'en vertu de la Loi sur les sociétés coopératives un certificat de constitutions a été délivré à:

Name of Co-operative: Nom de la coopérative	Date of Incorporation Date de constitution	Head Office Siège Social
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COMMUNITY OF FENELON EAST CO-OPERATIVE INC.	APRIL 12, 2011	FENELON FALLS
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PEN FARM HERD CO-OPERATIVE LIMITED	APRIL 28, 2011	KINGSTON
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HALL'S POND SOLAR CO-OPERATIVE CORPORATION	APRIL 26, 2011	TORONTO
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Name of Co-operative: Nom de la coopérative	Date of Incorporation Date de constitution	Head Office Siège Social
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ZOOSHARE BIOGAS CO-OPERATIVE INC.	APRIL 26, 2011	TORONTO
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RÉSIDENCE COOPÉRATIVE DU CENTRE MULTISERVICE FRANCOPHONE DE L'OUEST D'OTTAWA INC.	MAY 2, 2011	OTTAWA
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SEXSMITH FARM CO-OPERATIVE INC.	MAY 3, 2011	RIDGEWAY
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BIDYA LEARNING CENTRE CO-OPERATIVE INC.	MAY 17, 2011	AJAX
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FENESTRA PURCHASING CO-OPERATIVE LTD.	MAY 17, 2011	LONDON
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BAYVIEW NARROWS CO-OPERATIVE DEVELOPMENT CORPORATION	MAY 17, 2011	TORONTO
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BRIGHTSKY POWER COMMUNITY SOLAR CO-OPERATIVE INC.	MAY 25, 2011	BURLINGTON
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YOUR LOCAL MARKET CO-OPERATIVE INC.	MAY 25, 2011	PERTH COUNTY
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COOPÉRATIVE SOFIFRAN INC.	MAY 30, 2011	WELLAND
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HOPE ARTISAN DAIRY CO-OPERATIVE LTD.	JUNE 15, 2011	AYLMER
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GUELPH SOLAR COMMUNITY CO-OPERATIVE INC.	JUNE 15, 2011	GUELPH
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GUELPH ENERGY CO-OPERATIVE INC.	JUNE 15, 2011	GUELPH
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TRICOUNTY RENEWABLE ENERGY CO-OPERATIVE INC.	JUNE 15, 2011	ST. GEORGE
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(144-G351) Grant Swanson
Executive Director / Directeur,
Licensing and Market Conduct Division
Financial Services Commission
of Ontario / Division de la délivrance
des permis et de la surveillance des marchés
Commission des services financiers de l'Ontario
by delegated authority from the Superintendent
of Financial Services/
en vertu des pouvoirs délégués par
le surintendant des services financiers

**Co-operative Corporations Act
Certificate of Amendment Issued
Loi sur les sociétés coopératives
Certificat de Modification Délivré**

NOTICE IS HEREBY GIVEN that, under the Co-operative Corporations Act, a certificate of amendment has been effected as follows:

AVIS EST PAR LA PRÉSENTE DONNÉ qu'en vertu de la Loi sur les sociétés coopératives un certificat de modification a été apporté au statut de la compagnie mentionnée ci-dessous:

Date of Incorporation: Date de constitution	Name of Co-operative Nom de la Coopérative	Effective Date Date d'entrée en vigueur
OCTOBER 8, 1981	ALLIANCE HOUSING CO-OPERATIVE, INC.	MAY 20, 2011
MARCH 1, 1945	DURHAM GROWERS CO-OPERATIVE STORAGE LIMITED Converting to the OBCA with the name DURHAM GROWERS STORAGE LTD.	MAY 12, 2011
SEPTEMBER 30, 1994	WEST BRUCE FEEDER FINANCE CO-OPERATIVE INC.	JUNE 30, 2011

Grant Swanson
Executive Director / Directeur,
Licensing and Market Conduct Division
Financial Services Commission
of Ontario / Division de la délivrance
des permis et de la surveillance des marchés
Commission des services financiers de l'Ontario
by delegated authority from the Superintendent
of Financial Services/
en vertu des pouvoirs délégués par
le surintendant des services financiers

(144-G352)

Commission des services financiers de l'Ontario
by delegated authority from the Superintendent
of Financial Services/
en vertu des pouvoirs délégués par
le surintendant des services financiers

(143-G353)

**Credit Unions, Caisses Populaires Act
Certificate of Amalgamation Issued
Loi sur les credit unions et caisses
populaires
Certificat de Fusion Délivré**

NOTICE IS HEREBY GIVEN that, under the Credit Unions and Caisses Populaires Act, a certificate of amalgamation has been issued to:

AVIS EST DONNÉ PAR LES PRÉSENTES qu'en vertu de la Loi sur les credit unions et caisses populaires un certificat de fusion a été délivré à:

Name of Amalgamated Corporation Amalgamating Corporations Dénomination sociale de la Compagnie issue de fusion : Compagnies qui fusionnent	Ontario Incorporation Number Numéro matriculé de l'Ontario
2011 -06-01	
MERIDIAN CREDIT UNION LIMITED	1613597

2011 -06-01

MERIDIAN
CREDIT UNION LIMITED

1613597

(Meridian Credit Union Limited and
Desjardins Credit Union Inc.)

Philip Howell
Chief Executive Officer and
Superintendent of Financial Services /
directeur général et
surintendant des services financiers
Financial Services Commission
of Ontario / Commission des services financiers de
l'Ontario

(144-G354)

**Co-operative Corporations Act
Certificate of Dissolution Issued
Loi sur les sociétés coopératives
Certificat de Dissolution Délivré**

NOTICE IS HEREBY GIVEN that, under the Co-operative Corporations Act, a certificate of dissolution has been issued to:

AVIS EST DONNÉ PAR LES PRÉSENTES qu'en vertu de la Loi sur les sociétés coopératives un certificat de dissolution a été délivré à:

Name of Co-operative: Nom de la Coopérative	Date of Incorporation: Date de constitution	Effective Date Date d'entrée en vigueur
ELGIN CO-OPERATIVE SERVICES	APRIL 21, 1944	APRIL 26, 2011

Grant Swanson
Executive Director / Directeur,
Licensing and Market Conduct Division
Financial Services Commission
of Ontario / Division de la délivrance
des permis et de la surveillance des marchés

**POST-2011 CONTRACT RELATING TO CASINO RAMA
FOR THE 20-YEAR PERIOD COMMENCING
AUGUST 1, 2011 AND RELATING TO POSSIBLE FUTURE DEVELOPMENT**

ONTARIO LOTTERY AND GAMING CORPORATION

- and -

CHIPPEWAS OF RAMA FIRST NATION

- and -

CASINO RAMA INC.

- and -

RAMA ACCESS INC.

- and -

455457 ONTARIO INC.

Dated: July 17, 2009.

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**POST-2011 CONTRACT RELATING TO CASINO RAMA
FOR THE 20-YEAR PERIOD COMMENCING
AUGUST 1, 2011 AND RELATING TO POSSIBLE FUTURE DEVELOPMENT**

MEMORANDUM OF AGREEMENT made the 17th day of July, 2009.

B E T W E E N:

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

OF THE FIRST PART,

- and -

CHIPPEWAS OF RAMA FIRST NATION, also known as the **CHIPPEWAS OF MNJIKANING FIRST NATION**, as represented by THE CHIEF,

OF THE SECOND PART,

- and -

CASINO RAMA INC., a corporation incorporated pursuant to the laws of the Province of Ontario, as bare trustee for the CHIPPEWAS OF RAMA FIRST NATION,

OF THE THIRD PART,

- and -

RAMA ACCESS INC., a corporation incorporated pursuant to the laws of the Province of Ontario,

OF THE FOURTH PART,

- and -

455457 ONTARIO INC., a corporation incorporated pursuant to the laws of the Province of Ontario,

OF THE FIFTH PART.

WHEREAS the capitalized terms used herein have the respective meanings ascribed thereto in Section 1.1 unless the context otherwise requires;

AND WHEREAS on March 18, 1996, OLG (then its statutory predecessor, Ontario Casino Corporation), Rama, CHC and several other parties entered into the Development and Operating Agreement, which Development and Operating Agreement provided for the design, development and construction of the Project by Rama with advice and financial assistance from OLG and the operation of the Complex by CHC Canada, a Canadian subsidiary of CHC;

AND WHEREAS CHC Canada, by a Consent and Acknowledgement from OLG dated March 26, 2001, became controlled by Penn National Gaming Inc.;

AND WHEREAS WEAT Access Inc., WEAT Holdings Inc. and WEAT Parking Inc., by Articles of Amendment dated May 20, 2009, changed their names, respectively, to Rama Access Inc., Rama Holdings Inc. and Rama Parking Inc.;

AND WHEREAS the Development and Operating Agreement terminates on July 31, 2011 and Rama and OLG wish to agree as of the date hereof as to the basis on which their relationship respecting the Complex will be governed commencing on August 1, 2011 immediately after such termination and continuing until July 31, 2031 unless earlier terminated or further extended pursuant to the terms of this Agreement;

AND WHEREAS Rama and OLG wish to agree as to the basis on which they will consider at this time short-term and long-term developments related to the Complex;

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions.**

As used herein, including the recitals and Schedules hereto, the following terms shall have the respective meanings indicated below:

"**Additional Parking Lands Permits**" – the meaning ascribed thereto in the Expansion Project Development Agreement;

"**Additional Surface Parking**" – the meaning ascribed thereto in the Expansion Project Development Agreement;

"**Administration Centre**" – the meaning ascribed thereto in Section 7.2 of this Agreement;

"**Administration Subleases**" – means two subleases of space from 455457 Ontario Inc. to CHC Canada, each dated December 11, 1997 and related to space in buildings located in the Chippewas of Rama Industrial Park located on Lot 31-8, CLSR Plan 79146, as amended, modified, supplemented, replaced or restated from time to time;

"**Affiliate**" – means any Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified;

"**Agreement**" – this Post-2011 Contract as amended, modified or supplemented from time to time;

"**Applicable Agreements**" means this Agreement and each of the agreements referred to in Subsections 2.3(a)(i) through (v);

"**Applicable Law**" – all public laws, statutes, ordinances, codes, acts, orders, by-laws, rules, regulations, Governmental Consents, permits, binding policies and guidelines, and requirements of all Governmental Authorities, which now or hereafter may be lawfully applicable to and enforceable against the Complex or any part thereof, including without limitation those relating to employment, zoning, building, life/safety, occupancy or possession of land, environment and health;

"**Applicable Period**" – the period from and including August 1, 2011 until and including the date of termination of this Agreement (which will be July 31, 2031, subject to any extensions of the term of this Agreement made in accordance with Section 15.2 or to any early termination of this Agreement in accordance with the provisions hereof);

"**Buffer Zone Lands Permits**" – the meaning ascribed thereto in the Expansion Project Development Agreement;

"**Business Day**" – any day which is not a Saturday, Sunday or day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable therein;

"**Capital Renewals**" – additions or improvements to the Complex, including the acquisition, by way of purchase, lease or otherwise, on behalf of OLG of FF&E, by way of replacement, addition, construction or repair of property which under generally accepted accounting principles would be classified as a capital asset and, for greater certainty, including the lease of such items where the payments under such lease would constitute a capital lease under generally accepted accounting principles but excluding items with a cost of \$500 or less;

"**Capital Renewals Reserve**" – any reserve established by OLG during the Applicable Period for Capital Renewals;

"**Casino**" – those areas in the Complex which are intended to be used or are used for the purpose of playing or operating a Game of Chance together with all support facilities relating to gaming;

"**Casino Rama Financial Statements**" – the meaning ascribed thereto in Section 6.6 of this Agreement;

"**Casino Rama Fire Protection Agreement**" – the Casino Rama Fire Protection Agreement dated April 30, 2002 among Rama, OLG and CHC Canada pursuant to which Rama provides fire protection services to the Complex, as amended, modified, supplemented or restated from time to time;

"**Casino Rama Revenue Agreement**" – the Casino Rama Revenue Agreement dated June 9, 2000 among the Province, OLG, OFNLP and Mnjikaning First Nation Limited Partnership, as amended, modified, supplemented or restated from time to time;

"**CHC**" – CHC Holdings, Inc., being the successor corporation to the gaming interests and obligations of CHC International, Inc.;

"**CHC Canada**" – CHC Casinos Canada Limited, its successors and permitted assigns;

"**CHCCCL**" – the meaning ascribed thereto in Subsection 14.1(a) of this Agreement;

"**CLSR**" – Canada Lands Survey Records;

"**Community Centre**" – the facilities consisting of an arena, basketball court, weight room and youth facilities in a structure of approximately 60,000 square feet located on the Reserve but not on the Complex Lands;

"**Community Facilities**" – the Community Centre and the Seniors Centre;

"**Complex**" – the Complex Lands and all Improvements thereon, including the Casino, Hotel, Entertainment Centre, Additional Surface Parking and any Future Developments and together with all related parking improvements, food and beverage businesses, shuttle and bus services, parking businesses, amenities and any other businesses that are integrated, physically or operationally, with the Casino regardless of whether such related Improvements are located on the Complex Lands including, without limiting the generality of the foregoing, the facility constructed on lot 98 CLSR Plan 78406 made up of approximately 728,071 square feet, three access roads providing for access to the Complex Lands (on lots 101 and 102, lot 103 and lot 105 CLSR Plan 78406, respectively) and extensive parking on lot 104 CLSR Plan 78406, lot 107 CLSR Plan 80801, lot 121 CLSR Plan 83863, part 1 on Plan 51R-29344 and lot 122 CLSR Plan 83864 but excluding, for greater certainty, the Community Facilities, the Off-Site Infrastructure Facilities (other than off-site parking integrated with the Complex) and the GED Training Centre;

"**Complex Lands**" – all lands described in Schedule 1 hereto as well as any lands leased by OLG in respect of Future Developments;

"**Complex Sublease**" – the sublease dated April 15, 1996 between Casino Rama Inc. as sublessor and OLG (then its statutory predecessor, Ontario Casino Corporation) as sublessee with respect to those lands identified as Complex Sublease Lands in Schedule 1 hereto, as amended, modified, supplemented, replaced or restated from time to time;

"**Complimentaries**" – means goods and services that are accounted for as revenue and included in Gross Revenues (as set out in the Casino Rama Financial Statements), which OLG gives to customers and potential customers as an inducement to play Games of Chance at the Complex;

"**Construction Delay Claim**" – the meaning ascribed thereto in Subsection 14.1(b) of this Agreement;

"**Control**" (including the terms "**Controlling**", "**Controlled by**" and "**under common Control with**") – the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;

"**COO**" – the meaning ascribed thereto in Subsection 14.1(e) of this Agreement;

"**CPI**" – the Consumer Price Index prepared by Statistics Canada (base year 2002 = 100) or its successor or successors for Ontario (all items) or any successor index or compilation prepared by Statistics Canada, its successor or successors; in the event that there ceases to be such an index or compilation, a similar measure selected by OLG and approved by Rama, in writing;

"**CPI-Adjusted Rental Rate**" – (i) with respect to any lands located on the Territory as of the date of this Agreement, an amount equal to \$125,000 per acre for the approximately twelve month period ending on the last day of the month in which the first anniversary date of the date of this Agreement occurs, which amount shall be adjusted for each successive twelve month period thereafter to be the number obtained by multiplying the amount for the previous twelve month period by a fraction the numerator of which is the CPI for the first month in the twelve month period for which the CPI-Adjusted Rental Rate is being determined and the denominator of which is the CPI for the first month in the immediately preceding twelve month period; and (ii) with respect to any other lands, the rental rate as agreed between Rama and OLG;

"**Credit Agreement**" – any credit agreement related to the Complex which has been approved by each of Rama and OLG;

"**Debt**" – all indebtedness other than any indebtedness for trade payables, accounts payable, accruals or liabilities incurred or arising in the ordinary course of business but including all indebtedness for borrowed money;

"**Development and Operating Agreement**" – the Agreement among OLG (then its statutory predecessor, Ontario Casino Corporation), Rama, Casino Rama Inc., Casino Rama Holdings Inc., Casino Rama Services Inc., Rama Access Inc., Rama Holdings Inc., Rama Parking Inc., CHC International, Inc. (CHC being the successor corporation to the gaming interests and obligations of CHC International, Inc.) and CHC Canada dated March 18, 1996, as amended by agreements dated as of April 15, 1996 and June 12, 2000, as amended, modified, supplemented or restated from time to time;

"**Dispute**" – the meaning ascribed thereto in Section 20.1 of this Agreement;

"**Dollars**" or "**\$**" – unless otherwise noted, Canadian Dollars;

"**Draft Casino Rama Police Services Agreement**" – the draft Casino Rama Police Service Agreement attached as Schedule 2;

"**Employee Parking Lot**" – the meaning ascribed thereto in Section 7.1 of this Agreement;

"**Employee Parking Lot Lease**" – the meaning ascribed thereto in Section 7.1 of this Agreement;

"Enabling Legislation" – the *Ontario Lottery and Gaming Corporation Act, 1999* and the regulations made thereunder, as the same may be modified, amended or replaced from time to time;

"Entertainment Centre" – the multi-purpose entertainment facility located on the Complex Lands;

"Environmental Claim" – with respect to any Person, any written notice, claim, demand or other written communication alleging or asserting liability for investigatory costs, cleanup costs, Governmental Authority response costs, damages to natural resources or other property, personal injuries, fines or penalties arising out of, based on or resulting from (i) the presence, or release into the environment, of any hazardous material, or (ii) any violation, or alleged violation, of any lawfully applicable Environmental Law;

"Environmental Law" – any law or order relating to the regulation or protection of human health or the environment, including without limitation, laws or orders relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or toxic or hazardous substances or wastes into the environment or otherwise relating to the treatment, storage, disposal, transport or handling of pollutants, contaminants or toxic or hazardous substances or wastes;

"Event of Insolvency" – with respect to a Person the occurrence of any one of the following events:

- (a) if such Person shall admit its insolvency or make a general assignment for the benefit of creditors or any proceeding is instituted by it seeking relief or giving notice of its intention to seek relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, re-organization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or re-organization or relief of debtors, or seeking appointment of a receiver, receiver and manager, trustee, custodian or other similar official for it or any substantial part of its property and assets or it takes any action to authorize any of the foregoing; or
- (b) any proceeding is instituted against any such Person seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, re-organization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or re-organization or relief of debtors, or seeking appointment of a receiver, receiver and manager, trustee, custodian or similar official for it or any substantial part of its property and assets and such proceedings are not or are no longer being contested in good faith by appropriate proceedings but in no event longer than 90 days from the institution of such first-mentioned proceedings;

"Expansion Project Development Agreement" – the agreement entered into between OLG (then its statutory predecessor, Ontario Casino Corporation), Rama, Casino Rama Inc., Rama Access Inc., CHC and CHC Canada dated June 12, 2000, as amended, restated, modified or supplemented from time to time;

"Expert" – the meaning ascribed thereto in Section 20.1 of this Agreement;

"FF&E" – all furniture, furnishings, equipment (including all equipment relating to Games of Chance), trade fixtures, apparatus and other personal property used in, held in storage for use in, or required in connection with the operation of the Complex but does not include furniture, furnishings and equipment, trade fixtures and other personal property owned by a Rama Entity and located in premises subject to the Retail Stores Licence or stored in the building (but not in the space leased to the Operator or OLG pursuant to the New Warehouse Lease) where the Complex's warehouse space leased pursuant to the New Warehouse Lease is located;

"Force Majeure" – any bona fide delay or state of affairs beyond the control of a Party hereto (other than as a result of financial incapacity of such Party or any Affiliate of such Party) which shall cause or contribute towards any such Party being unable to fulfil or being delayed or restricted in the fulfilment of such Party's obligations, including any such delay or state of affairs attributable in whole or in part to:

- (a) the non-supply, non-provision or non-delivery of any service or utility or the doing of any work or the making of any repairs;
- (b) inability to obtain, or shortages in, any required material, goods, equipment, service, utility or labour;
- (c) any Applicable Law or by reason of its inability to procure any Governmental Consent (excluding, in respect of Rama, laws, customs or consents of Rama other than those consents which in accordance with Applicable Law require the approval of the members of Rama);
- (d) any strikes, lockouts, slowdowns or other combined action of workers or labour disputes;
- (e) litigation or threatened litigation;
- (f) accidents, acts of God, insurrection, war, riots or civil commotions;
- (g) any Person (other than a Party hereto) failing to provide any consent or approval for which a request is made; or

- (h) another Party failing to perform its obligations under this Agreement, the Material Agreements or any other agreement relating to the Complex to which any such other Party hereto is a party;

"Future Developments" – the Employee Parking Lot, the Administration Centre and any development which OLG decides, in its sole discretion, to pursue as a result of the Master Planning Initiative, but, for greater certainty, does not include the GED Training Centre;

"Game of Chance" – a lottery scheme that may be conducted and managed by a government of a province under the authority of paragraph 207(1)(a) of the *Criminal Code* (Canada);

"Gaming Control Commission" – the Gaming Control Commission established under the Regulatory Legislation and any successor or replacement thereto;

"G.C.C. Levy" – the payments to be made under Subsection 14(4)4 of the Enabling Legislation to the general fund of the Gaming Control Commission;

"GED Training Centre" – the meaning ascribed thereto in Section 10.1 of this Agreement;

"Governmental Authority" – any government, parliament, legislature, regulatory authority, council, agency, commission, board, court or instrumentality of Canada, the Province or Rama having jurisdiction over the Complex;

"Governmental Consent" – any licence, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval or authority to be issued or provided by a Governmental Authority, including binding directives issued by the Gaming Control Commission;

"Gross Revenues" – for any period, the aggregate of all revenues arising from the operation and use of the Complex or any part thereof (and any investment or interest income arising out of cash management), as determined on an accrual basis in accordance with generally accepted accounting principles consistently applied, and for greater certainty, after payment of winnings to players of Games of Chance:

- (a) without deduction on account of:
- (i) the Win Contribution;
 - (ii) the G.C.C. Levy; or
 - (iii) amounts representing GST on goods or services that are reasonably allocable to the conduct of Games of Chance;
- (b) but excluding and deducting:
- (i) any amounts representing GST on goods or services other than those reasonably allocable to the conduct of Games of Chance;
 - (ii) any amounts representing investment or interest income in respect of the Operating Reserve or the Capital Renewals Reserve;
 - (iii) any amounts representing Complimentaries; and
 - (iv) any amounts received by any sub-sublessees, licensees or other users of space within the Complex operating under sub-subleases, licences or other occupancy agreements with OLG or with the Operator on its behalf (but including any rent, licensing fees and other compensation paid by any such sub-sublessees, licensees or other users of space);

"Ground Lease" – the lease dated March 15, 1996 between Her Majesty the Queen in Right of Canada and Casino Rama Inc. with respect to those lands identified as Complex Sublease Lands in Schedule 1 hereto for a term of 25 years, as amended, modified, supplemented or restated;

"Ground Rent" – the amounts payable by Casino Rama Inc. to her Majesty in right of Canada under the Ground Lease;

"GST" – the tax imposed under Part IX of the *Excise Tax Act* (Canada), or any tax replacing such imposition, including any interest thereon and penalties relating thereto;

"Hotel" – the hotel and related patron facilities located on the Complex Lands;

"Improvements" – all buildings, structures, works, facilities, services, landscaping, parking and other improvements which would constitute real estate made by any Person and which are at any time and from time to time situated on, under or above the Complex Lands excluding, for greater certainty, FF&E and other furnishings, apparatus and equipment in the nature of trade fixtures;

"Indemnified Party" – the meaning ascribed thereto in Section 16.3 of this Agreement;

"Indemnifying Party" – the meaning ascribed thereto in Section 16.3 of this Agreement;

"Insurance" – means the coverage to be provided in accordance with Schedule 3;

"Intellectual Property" – all trade names and brand names, trade marks, trade mark registrations and applications, works, copyrights, copyright registrations and applications, inventions, patents and patent applications, industrial designs, industrial design registrations and applications, trade secrets, know-how, policies (including the Operating Policies), equipment and parts lists and descriptions, instruction manuals, inventions, inventors' notes, research data, unpatented blue prints, drawings and designs, formulae, processes, technology, software and all source and object code versions thereof and all related documentation, all data bases, including the customer data base, flow charts, service/operator manuals, internal control manuals and any enhancements, modifications or substitutions thereof and other intellectual property, together with all rights under licences, technology transfer agreements and other agreements or licences or instruments relating to any of the foregoing;

"Lease Expert" – the meaning ascribed thereto in Section 15.6 of this Agreement;

"Leasehold Mortgage" – a mortgage granted by Casino Rama Inc. in favour of a Lender in respect of the Ground Lease as contemplated by a Credit Agreement;

"Lender" – any financial institution any lending participants or assignees under a Credit Agreement and any other replacement financial institution, in each case acceptable to Rama and OLG;

"Licence" – the meaning ascribed thereto in Section 17.2 of this Agreement;

"Licensees" – the meaning ascribed thereto in Section 17.2 of this Agreement;

"Lien" – an encumbrance, lien, charge, pledge, mortgage or security interest of any nature whatsoever;

"Losses" – in respect of any matter, the amount of losses incurred by a Party respecting all claims, actions, demands, proceedings, suits, losses, obligations, damages, fines, penalties, liabilities, deficiencies, costs and expenses (including all reasonable legal and all other professional and consultant's fees and disbursements, interest, penalties and amounts paid in settlement) arising from or in respect of such matter;

"Master Planning Initiative" – the meaning ascribed thereto in Section 8.1 of this Agreement;

"Material Agreements" – the agreements listed in Sections 2.1 and 2.3 together with any other agreement designated by the Parties as a material agreement;

"Mediation Period" – the meaning ascribed thereto in Section 20.1 of this Agreement;

"New Warehouse Lease" – means a sublease of space from 455457 Ontario Inc. as lessor to CHC Canada as lessee, dated April 1, 2003 related to space in a building located on Lot 106, CLSR Plan 78406 as amended, modified, supplemented, restated or replaced from time to time;

"Off-Site Infrastructure Facilities" – collectively all Improvements that are associated directly or indirectly with the Complex which are not situated on the Complex Lands (other than the Community Facilities), including: a water treatment plant located on the lake front and new water lines; a sewage treatment plant and new sewage lines located east of the Complex Lands; a storm drainage system and a retention pond; off-site parking; and all road and related improvements off-site as identified in Schedule 4 attached hereto;

"OFNLP" – the meaning ascribed thereto in Subsection 14.1(d) of this Agreement;

"OGAC" – the meaning ascribed thereto in Subsection 14.1(a) of this Agreement;

"OLG" – Ontario Lottery and Gaming Corporation, the Crown agency established pursuant to the Enabling Legislation and its successors and permitted assigns, and the statutory successor to Ontario Casino Corporation;

"Operating Policies" – a collective term for the standards, policies and procedures to be adopted by OLG, in its sole discretion, but subject to the provisions of Sections 4.3 and 4.5, during the Applicable Period in connection with the operation of the Complex, including hiring and training policies and procedures, human resource programs (including programs for the optimization of hiring and promotion of members of Rama), marketing programs, insurance and bonding, credit and collection, security (both physical and gaming), cash management and investment policies and purchasing and inventory policies and procedures;

"Operating Reserve" – any reserve established by OLG during the Applicable Period which has the purpose to have sufficient funds on reserve to cover the types of expenses and liabilities identified in Subsections 6.2(iii), (iv), (v) and (vi) of the Development and Operating Agreement in the event that Gross Revenues actually received will be insufficient to pay or reserve for such expenses and liabilities to ensure the short and long term continuous and orderly operation of the Complex;

"Operating Year" – an Operating Year shall be each period from April 1 to March 31, inclusive, to the end of the Applicable Period except that the first Operating Year shall be the period beginning on August 1, 2011 and ending on March 31, 2012 and, if this Agreement shall be terminated effective on a date other than March 31 in any year, then the period from the April 1 immediately preceding such effective date of termination to such effective date of termination shall be treated as an Operating Year;

"Operator" – the entity, if any, appointed from time to time by OLG to operate the Complex, being CHC Canada as at the date hereof;

"Original Permits" – the permits granted by her Majesty the Queen in Right of Canada pursuant to subsection 28(2) of the *Indian Act* (Canada) to Rama Access Inc. permitting the use of lots 101, 103 and 104 for purposes of access to and parking for the Complex;

"Parties" – the parties to this Agreement;

"Permits" – those Original Permits and Additional Parking Lands Permits listed on the attached Schedule 1 and those Additional Parking Lands Permits and Buffer Zone Lands Permits which may be entered into by one or more Rama Entities with the consent of OLG;

"Permitted Debt" – any Debt of any Person approved in writing by OLG and Rama incurred in order to finance or refinance construction of any structure on the Complex Lands, including without limitation, any Future Development, together with, in relation to any structure on the Complex Lands, intercompany Debt, Debt relating to purchase money security interests and capital lease obligations;

"Permitted Liens" – with respect to the Complex:

- (a) a Leasehold Mortgage and any other charge or security interest required by any Credit Agreements related to the Complex which have been approved by each of Rama and OLG;
- (b) a leasehold mortgage and any other charge or security interest required by any credit agreement related to the ground lease from Her Majesty The Queen in Right of Canada in favour of any Rama Entity underlying either the Administration Subleases, the Railway Lands Lease and the New Warehouse Lease so long as Rama and the Rama Entities are in compliance with Subsection 17.3(b);
- (c) any lease to a third party tenant for space in the warehouse in respect of which OLG or the Operator has leased space pursuant to the New Warehouse Lease so long as the space subject to such third party lease does not encroach upon the space leased to OLG or the Operator;
- (d) Liens for taxes, assessments and governmental charges not yet due or if due being contested in good faith and diligently by appropriate proceedings (and for the payment of which adequate provision has been made);
- (e) any right reserved to or vested in any Governmental Authority pursuant to the Ground Lease;
- (f) security given to a public utility or Governmental Authority in connection with the operations of the Complex, in the ordinary course of business;
- (g) any Lien resulting from any judgment rendered, or claim filed, against any Party which such Party is contesting in good faith (and for the payment of which adequate provision has been made);
- (h) undetermined or inchoate Liens, charges and privileges incidental to current construction or operations and statutory liens, charges, adverse claims of any nature whatsoever claimed or held by any Governmental Authority that have not at the time been filed or registered against the title to the asset or that relate to obligations not due or delinquent;
- (i) Liens, charges and privileges relating to current construction or operations being contested in good faith and diligently by appropriate proceedings (and for the payment of which adequate provision has been made);
- (j) assignments of insurance pursuant to the terms of the Ground Lease or the Complex Sublease and Liens reserved in such leases for rent or for compliance with the terms of such lease;
- (k) any Lien affecting any particular asset (and only such asset) and created to secure payment of all of the purchase price of only such asset;
- (l) concessions, leases or licences or other arrangements relating to space in the Complex entered into in accordance with the terms hereof;

- (m) Liens in respect of Permitted Debt; and
- (n) such other Liens as Rama and OLG may jointly approve in writing from time to time;

"**Person**" or "**person**" – includes an individual, corporation, partnership, firm, trust, joint venture, association, unincorporated organization, body corporate, personal representative, co-operative association or Governmental Authority;

"**Project**" – the Complex, together with the Off-Site Infrastructure Facilities and the Community Facilities;

"**Province**" – Her Majesty the Queen in Right of Ontario;

"**Quarterly Gross Revenues Report**" – the meaning ascribed thereto in Section 6.3 of this Agreement;

"**Railway Lands Lease**" – the lease dated August 1, 2000 between Rama, as lessor, and OLG, as lessee, with respect to Part 1 on Plan 51R-29344, as amended, supplemented, restated, replaced or modified from time to time;

"**Rama**" – the Chippewas of Mnjikaning First Nation, also known as the Chippewas of Rama First Nation;

"**Rama Corporations**" – Casino Rama Inc., Casino Rama Holdings Inc., Rama Access Inc., Rama Holdings Inc., Rama Parking Inc., 455457 Ontario Inc. and any other corporation owned or controlled by Rama with an interest of any kind in or pertaining to the Project (excluding, for greater certainty, Rambots Construction Corporation and its successors);

"**Rama Entities**" – collectively, Rama and the Rama Corporations;

"**Rama Fee**" – the amount to be paid to Rama during the Applicable Period, as set out in Subsection 2.4(a) of this Agreement;

"**Rama Road**" – the major thoroughfare from Highway 12 to Highway 169 on the east side of Lake Couchiching, a portion of which runs across the Reserve and which has been maintained as a public road;

"**Real Estate Expert**" – the meaning ascribed thereto in Subsection 19.2(a) of this Agreement;

"**Register**" – the meaning ascribed thereto in Subsection 3.1(a) of this Agreement;

"**Regulatory Legislation**" – the *Gaming Control Act, 1992* (Ontario) and the *Alcohol and Gaming Regulation and Public Protection Act, 1996* (Ontario), and all regulations made thereunder and all mandatory directives and orders made and/or issues thereunder or pursuant thereto, all as amended from time to time;

"**Reserve**" – the lands in the Province of Ontario known as Rama Indian Reserve No. 32, which have been set apart for the use and benefit of the Chippewas of Rama Band of Indians in accordance with the *Indian Act* (Canada);

"**Retail Stores Licence**" – means sublicenses of space by CHC Canada as licensor and Rama as licensee, dated November 13, 2002 of retail premises in the casino hotel rotunda area and the casino gaming area, as such licences are amended, modified, supplemented, restated or replaced from time to time;

"**RST Action**" – the meaning ascribed thereto in Subsection 14.1(a) of this Agreement;

"**Seniors Centre**" – a 16 unit, 32 bed facility located on the Reserve;

"**Specific Local Services**" – the meaning ascribed thereto in Subsection 2.4(c) of this Agreement;

"**Strategic Advisory Committee**" – a committee comprised of one representative of each of OLG, Rama and the Operator (if there is one);

"**Strategic Advisory Committee Representative**" – the meaning ascribed thereto in Section 4.4 of this Agreement;

"**Territory**" – the Reserve and certain surrounding lands held directly or indirectly by Rama as shown on Schedule 5;

"**Third Party Claim**" – any third party claim or proceeding against a Party hereto;

"**Win Contribution**" – the payments to be made under Subsection 14(4)2 of the Enabling Legislation to the Consolidated Revenue Fund of the Province of Ontario;

"**20% Action**" – the meaning ascribed thereto in Subsection 14.1(c) of this Agreement;

"20% Claims" – the meaning ascribed in Subsection 14.1(b) of this Agreement;

"35% Action" – the meaning ascribed thereto in Subsection 14.1(b) of this Agreement; and

"35% Judgment" – the meaning ascribed thereto in Subsection 14.1(b) of this Agreement.

1.2 References.

Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers refer to Articles, Sections and Subsections of this Agreement, and all references to Schedules refer to the Schedules attached hereto. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection hereof.

1.3 Accounting Terms.

Accounting terms used herein, unless otherwise defined, shall have the meaning accorded thereto by Canadian generally accepted accounting principles.

1.4 Schedules.

The Schedules attached to this Agreement and listed below shall have the same force and effect as if the information contained therein were contained in the body of this Agreement:

Schedule 1-	Description of Complex Lands
Schedule 2-	Draft Casino Rama Police Services Agreement
Schedule 3-	Insurance
Schedule 4-	Off-site Road and Related Improvements
Schedule 5-	Surrounding Lands
Schedule 6-	Agreement Re Railway Lands Lease
Schedule 7-	Amended and Restated Complex Sublease
Schedule 8-	Replacement Retail Stores Licence
Schedule 9-	Agreement Re Warehouse Lease
Schedule 10	- Agreement Re Administration Buildings Lease
Schedule 11	- Casino Rama Fire Protection Agreement
Schedule 12	- Retail Stores Licence Premises
Schedule 13	- Trade Marks
Schedule 14	- RST Action Consent
Schedule 15	- Construction Delay Claim Consent
Schedule 16	- 20% Action Consent
Schedule 17	- Full and Final Release (RST Action)
Schedule 18	- Full and Final Release (20% Action)

1.5 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Rama Entities.

Where a representative is to be appointed on behalf of two or more of the Rama Entities, the approval of two or more of the Rama Entities is required or any other action of two or more of the Rama Entities is contemplated, all of the Rama Entities shall be treated as a single entity for all such purposes and will act collectively and with one voice through Casino Rama Inc.

1.7 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.

1.8 Calculation of Interest.

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

1.9 **Statute References.**

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.10 **Headings.**

The table of contents hereto and the headings of any Article, Section or part thereof are inserted for purposes of convenience only and do not form part hereof.

1.11 **Recitals and Schedules.**

The recitals and schedules hereto form part of this Agreement.

1.12 **Interpretation.**

The interpretation of this Agreement shall not permit a revenue, expense, liability, recovery, receipt, payment, reserve or reimbursement to be duplicated.

1.13 **Successor Corporation.**

All references to Rama Access Inc., Rama Holdings Inc. and Rama Parking Inc. shall mean and include, respectively, WEAT Access Inc., WEAT Holdings Inc. and WEAT Parking Inc.

ARTICLE 2
EXTENSION ON AUGUST 1, 2011
OF ARRANGEMENTS BETWEEN OLG AND RAMA

2.1 **Existing Agreements.**

As of the date hereof, OLG and/or all or certain of the Rama Entities are currently parties to:

- (a) the Ground Lease;
- (b) the Development and Operating Agreement;
- (c) the Complex Sublease;
- (d) the Permits;
- (e) the Railway Lands Lease;
- (f) the Casino Rama Fire Protection Agreement;
- (g) the Draft Casino Rama Police Services Agreement;
- (h) the Retail Stores Licence;
- (i) the Administration Subleases; and
- (j) the New Warehouse Lease.

These agreements are the Material Agreements to which OLG and/or all or certain of the Rama Entities are parties that relate to the Complex as at the date hereof.

2.2 **Purpose of this Agreement.**

(a) The Material Agreements described in Section 2.1 above govern the operation and conduct of the business of the Complex until July 31, 2011.

(b) The purpose of this Agreement is to describe (i) the basis on which OLG and the Rama Entities have agreed to continue to conduct that business after July 31, 2011 during the Applicable Period; and (ii) the agreement between OLG and Rama as of the date hereof concerning possible Future Developments and opportunities relating to the Complex.

(c) The Parties agree that, effective August 1, 2011, their respective rights, entitlements and obligations towards each other during the Applicable Period under this Agreement (including the right of Rama to receive the Rama Fee) will replace in their entirety the respective rights, entitlements and obligations of the parties in the Casino Rama Revenue Agreement and in the Development and Operating Agreement save and except for provisions in the aforesaid agreements which are therein expressed to survive in accordance with their terms.

(d) From and after August 1, 2011, only those Material Agreements with a term extending beyond July 31, 2011 (as they may then have been amended as contemplated in Section 2.3) will continue in force and effect and, in the case of any inconsistency between the terms and conditions of a continuing Material Agreement and this Agreement, the terms and provisions of this Agreement shall apply and prevail.

2.3 Amendments to Certain Agreements.

(a) The Parties agree that all leases and agreements relating to the rental of lands and buildings related to the Complex shall be extended and continued during the Applicable Period and shall terminate at the termination of the Applicable Period other than the Administration Subleases. To effect same, the Parties agree that concurrently with the execution and delivery of this Agreement, which when executed will be a Material Agreement, they will execute and deliver the following agreements:

- (i) Agreement Re Railway Lands Lease attached as Schedule 6;
- (ii) Amended and Restated Complex Sublease attached as Schedule 7;
- (iii) Replacement Retail Stores Licence attached as Schedule 8;
- (iv) Agreement Re Warehouse Lease attached as Schedule 9; and
- (v) Agreement Re Administration Buildings Lease attached as Schedule 10.

When executed and delivered, and, if necessary, approved by Her Majesty the Queen in Right of Canada each of the agreements referred to above in Paragraphs 2.3(a)(i), (ii), (iii), (iv) and (v) shall be Material Agreements. For greater certainty, the Parties agree that in addition to the foregoing, the leases contemplated by the Agreement Re Warehouse Lease, Agreement Re Railway Lands Lease and the Agreement Re Administration Buildings Lease shall also be Material Agreements once executed and delivered.

(b) The Parties agree that the Casino Rama Fire Protection Agreement attached as Schedule 11 shall be extended and continued during the Applicable Period and shall terminate at the termination of the Applicable Period. The Parties undertake and agree that they will execute and deliver on or prior to August 1, 2011 an agreement that effects the same. When executed and delivered, such new agreement will be a Material Agreement.

(c) The Parties acknowledge that they are currently operating under the terms of the Draft Casino Rama Police Services Agreement and that those terms shall be maintained and continued until July 31, 2011 and those terms shall also be extended and continued on and after August 1, 2011 during the Applicable Period (provided however, that the Parties agree that, as of and after April 1, 2010, in the Draft Casino Rama Police Services Agreement: (i) the definition of Police Service Facility shall be regarded as having the words "Rama Police Service" at the end; (ii) Section 3.1 shall be regarded as referring to 15 fully trained and certified Police Officers; (iii) Section 3.2 shall be regarded as referring to 3 support staff; (iv) Section 5.5 shall be regarded as referring to 12 monthly payments being made annually based on a Statement of Expenditures for each month; and (v) the reference in Section 6.1 to "Capital Expenses" shall be regarded as a reference to "Capital Costs") and shall terminate at the termination of the Applicable Period. The Parties undertake and agree that, on or prior to August 1, 2011, they will execute and deliver an agreement that effects the same. When executed and delivered, such new agreement will be a Material Agreement.

2.4 Rama Revenue Share.

(a) In consideration of Rama:

- (i) authorizing the extension of the operation of the Complex on the Reserve during the Applicable Period;
- (ii) carrying out during the Applicable Period its responsibilities as provided in this Agreement; and
- (iii) providing certain Intellectual Property rights for use relating to the Complex during the Applicable Period as provided in this Agreement,

the Parties agree and acknowledge that Rama shall be entitled to receive, during the Applicable Period, an annual fee (the "**Rama Fee**") for each successive twelve month period during the Applicable Period commencing from and after August 1, 2011 in an amount equal to the greater of:

(i) one and nine tenths percent (1.9%) of Gross Revenues for each such twelve month period; and (ii) \$5,500,000 (Five Million Five Hundred Thousand Dollars).

(b) The Rama Fee shall be an operating expense of the Complex and shall be paid monthly out of Gross Revenues as Rama may from time to time direct, whether in accordance with any Credit Agreement relating to the Complex or otherwise.

(c) The Parties agree that the Rama Fee and the payments to be made under this Agreement and the Material Agreements including, without limitation, the Ground Lease, the Complex Sublease, the Permits, the Railway Lands Lease, the Administration Subleases, the New Warehouse Lease and any agreements relating to land or buildings leased in the Territory for Future Developments, are intended to be the entire compensation to the Rama Entities for all services to be provided by any of them in connection with the development and operation of the Complex (including any profit from services to be provided in respect of parking) other than any services which may be provided by a Rama Entity with respect to policing, fire protection, water treatment and supply, sewage, garbage disposal, snow removal and any other items agreed to by OLG (the "Specific Local Services").

(d) No Rama Entity shall be entitled under this Agreement or any of the other Material Agreements to receive any amounts out of the Gross Revenues other than as expressly provided herein or therein, including without limitation; (i) the Rama Fee, (ii) the Ground Rent, (iii) any payments under the Permits, the Railway Lands Lease, the Administration Subleases, the New Warehouse Lease, the Complex Sublease, and any agreements relating to Future Developments, and (iv) payments for any Specific Local Services.

(e) Rama shall not be entitled to any compensation in lieu of profits which would have emanated from the operation by Rama of the non-gaming businesses within or pertaining to the Complex and the Off-Site Infrastructure Facilities.

2.5 Additional Revenues and Reimbursements.

Notwithstanding Section 2.4 and in addition to the items specifically enumerated in Section 2.4 above, the Parties acknowledge that:

- (a) the Casino has been contributing an amount on an annual basis to the costs of problem gambling treatment and counselling services for Rama members and this annual payment shall be paid by OLG commencing August 1, 2011 for the term of this Agreement on a basis consistent with past practice; and
- (b) Rama has been paid by the Casino or OLG for goods and services not directly related to those items described in Section 2.4(c) above, including (without limitation) contract work requiring the use of Rama employees, the purchase of fuel from Rama's service centre, and reimbursement of audit costs for certain Rama Entities; these payments shall be paid by OLG, if those goods and services are desired by OLG on a case by case basis, in a manner consistent with past practice commencing August 1, 2011 for the term of this Agreement.

2.6 OLG Reimbursement for Permits, Subleases, etc.

(a) OLG shall on behalf of the relevant Rama Entity and at its own cost and expense throughout the Applicable Period observe, comply with and perform all of the obligations of the relevant Rama Entity pursuant to any of the Permits including, without limitation, paying permit fees, paying taxes, and performing all other covenants therein contained to be performed by a Rama Entity.

(b) OLG shall on behalf of the relevant Rama Entity and at its own costs and expense throughout the Applicable Period keep in good order, condition and repair or shall cause to be put and kept in good order, condition and repair the lands subject to each relevant Permit and all Improvements thereon.

(c) Following the expiration or sooner termination of the Applicable Period and upon receipt of written notice from a Rama Entity requesting the removal of all or any part of the Improvements erected, constructed or placed on the lands subject to the Permit, within 180 days from the date of receipt by OLG of such notice or such longer period as may be permitted by the relevant Rama Entity or Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development, OLG shall remove the Improvements for which notice was received and shall restore such lands as nearly as possible to the same condition as they were in immediately prior to the Improvements having been erected, constructed or placed on such lands.

ARTICLE 3 PROPERTY RIGHTS MATTERS

3.1 Post-2021 Property Rights

The Rama Entities agree that promptly upon the execution and delivery of this Agreement, Rama or the Rama Corporations, as appropriate, will take all actions that are within their power and control to on or before December 31, 2015:

- (a) replace the designations by way of surrender represented by the surrender dated July 8, 1974 registered in the Indian lands register for the Rama Indian Reserve No. 32 (the "Register") as number 38182 and by the surrender dated November 12,

1980 registered in the Register as number 77186 and the Permits with a new surrender in compliance with the *Indian Act* (Canada) of the lands that are the subject of such surrenders and the Permits, which new surrender shall not expire prior to July 31, 2046; or

- (b) establish a land management regime pursuant to the *First Nations Land Management Act* (Canada) and adopt a land code that has the force of law, all in accordance with the provisions of such statute.

If the requirements in the preceding Subsection 3.1(a) or (b) are satisfied in accordance with the terms of such provisions, the Rama Entities and OLG shall execute and deliver agreements to replace each of the Complex Sublease, the Railway Lands Lease, the Administration Subleases, the New Warehouse Lease and the Retail Stores Licence with agreements on the same terms as each of the foregoing agreements with the only amendments to the foregoing agreements being the following: (i) the term of such agreements shall expire on the termination of the Applicable Period, including any extensions after July 31, 2031 made in accordance with the terms of this Agreement; and (ii) the agreement that replaces the Complex Sublease shall include the lands that were the subject of the Permits and if a land management regime is established in accordance with Subsection 3.1(b), the grant of a sublease shall be amended to be a grant of a lease in favour of OLG.

3.2 Right of Termination

If the Rama Entities do not satisfy the requirements in Subsection 3.1(a) or (b) above in accordance with the terms of such provisions, the Applicable Period and this Agreement shall terminate on March 14, 2021.

ARTICLE 4 **OPERATION OF COMPLEX**

4.1 OLG to Operate Complex.

During the Applicable Period, unless this Agreement is terminated in accordance with its terms, OLG agrees to operate, or retain and appoint an Operator (who will be retained and appointed on terms that are in OLG's sole discretion) to operate, the Complex. OLG will cause any Operator it retains or appoints to comply in all material respects at all relevant times with OLG's obligations under this Agreement, the other Material Agreements and Applicable Law.

4.2 Limitation on Authority.

The Parties hereby acknowledge and agree that the Province must conduct and manage all Games of Chance to be carried on in the Complex as required under paragraph 207(1)(a) of the *Criminal Code* (Canada). In acting hereunder in all matters relative to this Agreement and in approving or consenting to any matter hereunder not otherwise specifically provided for, OLG and the Rama Entities shall act in a reasonable manner taking into account the requirements of paragraph 207(1)(a) of the *Criminal Code* (Canada).

4.3 Operating Policies.

OLG acknowledges that the Operating Policies will: (i) seek to maximize the training and employment of First Nations peoples at all levels in the operation of the Complex, (ii) to the extent permitted by Applicable Law, whenever reasonably practicable in the performance of OLG's duties under this Agreement, and on the basis of comparable quality and price, purchase materials for, and retain the services of First Nations' sources, particularly local First Nations' services, and (iii) require all employment opportunities at the Complex to be posted internally prior to recruiting from outside. OLG will disclose to Rama such of its Operating Policies as may be relevant to OLG's obligations pursuant to this Section 4.3 and shall provide Rama with prior written notice of proposed changes to such Operating Policies that are relevant to OLG's obligations pursuant to this Section 4.3. OLG will cause any Operator or other contractor it engages from time to time to abide by the Operating Policies contemplated by this Section 4.3.

4.4 Strategic Advisory Committee

Each of Rama, OLG and the Operator (if one) shall appoint a representative to the Strategic Advisory Committee (a "**Strategic Advisory Committee Representative**"), which committee will have the purpose of reporting on and discussing the operations of the Complex as they relate to the First Nations human resource and First Nations employee development policies and procedures in use at the Complex. Meetings of the Strategic Advisory Committee shall be held at least once every six months and otherwise upon the reasonable request of a Strategic Advisory Committee Representative. A quorum for the purpose of any Strategic Advisory Committee meeting shall be all Strategic Advisory Committee Representatives. Meetings of the Strategic Advisory Committee will be chaired by the Strategic Advisory Committee Representative of OLG. Written notice of a Strategic Advisory Committee meeting will be given by OLG's Strategic Advisory Committee Representative at least two (2) Business Days prior to a meeting, unless such notice is waived by all Strategic Advisory Committee Representatives. A Strategic Advisory Committee Representative may choose to participate in a meeting by means of conference, telephone or similar communication equipment permitting all Persons participating in a meeting to hear each other, and participation in a meeting in such manner shall constitute attendance and presence at such meeting.

4.5 Business Hours.

The Parties agree that the policy of the Complex shall be to operate the Casino for 24 hours a day, seven days a week, subject to Applicable Law, emergency situations and any provisions relating thereto in the Operating Policies.

4.6 Concessions.

No Party shall accept for its own account in the execution of its duties under this Agreement any commissions, reductions, finder's fees or other concessions from tradesmen, suppliers, contractors, insurers or other third parties. If such concessions are received by any Party hereto as a payment or fee, and not a credit or reduction with respect to an expense, they shall be treated as Gross Revenues forthwith after receipt and if received by a Rama Entity, they shall be paid forthwith by such Rama Entity to OLG.

4.7 No Rama Role in Operations During Applicable Period.

Rama acknowledges and agrees that, effective August 1, 2011 with the commencement of the Applicable Period and continuing throughout the Applicable Period, subject to the provisions of this Agreement and the other Material Agreements, Rama shall solely and exclusively be the landlord of the Complex and it shall not be entitled to be involved in, party to or otherwise participate in or be consulted with concerning any decisions, deliberations or other investigations or studies related to the operation, conduct and management of the Complex.

ARTICLE 5
RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Performance of Agreements.

Each Party hereby covenants in favour of each of the other Parties hereto that it will perform promptly and faithfully all of its obligations under this Agreement and the Material Agreements to which it is a party.

5.2 Liens.

The Parties will take all actions that are within their power or control to prevent the creation of any Liens, other than Permitted Liens, in respect of the Complex Lands or (in respect of Rama and the Rama Corporations) in respect of any adjacent lands where such Liens in respect of such adjacent lands could materially affect the efficient operation of the Complex. In the event that any Party becomes aware of any such potential or actual Lien in respect of the Lands or adjacent lands, each Party will take all actions that are within its power or control to ensure the removal or extinguishment of such potential or actual Lien.

5.3 Consent, Approvals.

Rama or the Rama Corporations, as appropriate, will provide any consents or approvals that are within their power or control under the *Indian Act* (Canada) or under any other Applicable Law that, in the reasonable opinion of the Parties, are necessary or desirable for the development, construction, efficient operation or financing of the Complex, where the applicant has completed the steps required to be completed prior to the issuance of such consent or approval.

5.4 Amendment of Ground Lease.

Casino Rama Inc. will not amend, modify or supplement the Ground Lease without the prior written approval of OLG.

5.5 No Conflicts.

No Party will, without the prior written approval of the other Parties, authorize or take any actions that could materially adversely affect the development, construction or efficient operation of the Complex including, without limitation, the passage by Rama of any by-laws, or the issuance by Rama of any orders, permits, certificates or other instruments, under Applicable Law or otherwise that could materially adversely affect the Complex as aforesaid. Rama shall not levy any property or business taxes or other similar levies with respect to the Complex. The Parties agree that nothing in this Section 5.5 diminishes or adversely affects OLG's right to make business and operational decisions, acting reasonably, in furtherance of its Province-wide mandate.

5.6 Policing and Security.

Rama and OLG, in cooperation with any Operator, will arrange with appropriate police authorities to provide proper policing, security and law enforcement services on and off the Reserve sufficient to ensure the safety of the customers, personnel, monies and property of the Complex and the efficient operation of the Complex, in accordance with the Draft Casino Rama Police Services Agreement as provided in Subsection 2.3(c). The Parties hereby acknowledge and agree that security within the Casino shall be the responsibility of the Gaming Control Commission. In the event the Parties agree to arrange private security service, each security officer shall be bonded in sufficient amounts commensurate with his/her enforcement duties and obligations.

5.7 Utilities, Access.

Rama or the Rama Corporations, as appropriate, will, from time to time, enter into such agreements as are necessary or desirable in order to ensure adequate provision to the Complex of utilities such as hydro, water and sewage, and in order to ensure proper and efficient access and egress to the Complex Lands by customers and personnel.

5.8 Cost of Services.

Subject always to the provisions of the specific agreements contemplated in this Agreement, as they may be required to be extended for the Applicable Period, Rama agrees that if any of the water treatment, sewage or other services, including with respect to garbage disposal, recycling, and snow removal (which are agreed to by the relevant Parties hereto) are used by the Complex, such services shall be provided by the Rama Entities to the Complex and the Complex shall be charged on the basis of the Complex's use of such services by determining the Complex's use of such services as a percentage of the total usage of all users of such services and multiplying such percentage by the operating and maintenance costs incurred by the Rama Entities in providing such services; provided, however, any such cost shall be as agreed to by the Parties, acting reasonably, on a basis consistent with past practice within the Territory. The Rama Entities shall provide to OLG on an annual basis within 180 days of the end of each Operating Year an audited statement setting out the operating and maintenance costs for such services. The cost of any garbage, recycling disposal or snow removal shall be as agreed to by the Parties, acting reasonably, on a basis consistent with past practice within the Territory.

5.9 General.

No Party will authorize any activity on or near the Reserve that would materially adversely affect the development, construction or efficient operation of the Complex without the approval of OLG and Rama, and the Parties will take all necessary steps to rectify any matter that may arise. The Parties agree that nothing in this Section 5.9 diminishes or adversely affects OLG's right to make business and operational decisions, acting reasonably, in furtherance of its Province-wide mandate.

5.10 Rent-Free Operation of the Gift Shop.

The Parties confirm that the premises indicated on Schedule 12 shall be the subject of a licence providing for their occupation by Rama on a fully rent-free basis during the Applicable Period to be used by Rama in accordance with the terms of the Retail Stores Licence.

5.11 Negative Covenant.

Neither Rama, the Rama Corporations, nor any other Person owned or controlled by any of them, will operate, permit or approve the operation of any other casino on the Reserve other than a casino conducted or managed by OLG and operated by OLG or an Operator. Notwithstanding the foregoing, on no more than twenty-four (24) occasions annually, a charitable or religious organization approved by Rama may conduct and manage a lottery scheme under paragraph 207(j)(b) of the *Criminal Code* (Canada) on the Reserve pursuant to special occasion permits issued by the Gaming Control Commission with a total prize payout not to exceed \$5,000 respecting each event.

5.12 Access.

The Rama Entities hereby confirm and acknowledge that OLG (and its officers, directors, employees, designees and their guests and invitees) and all patrons of the Complex: (i) shall be considered to be invitees for all purposes relating to or under the Complex Sublease, the Permits, the Railway Lands Lease, the other Material Agreements and all agreements relating to lands or buildings leased by OLG on the Territory for Future Developments and (ii) shall have free access to and the use of the Complex, all Complex Lands and Rama Road. The Rama Entities will not amend or terminate or agree to the amendment or termination of any of the Permits without the written consent of OLG.

5.13 Rama Road.

In the event that it is determined by Her Majesty the Queen in Right of Canada and Rama that the portion of the Rama Road running through the Reserve is part of the Reserve, Rama shall, and hereby does, confirm the applicability thereto of all of the provisions hereof including, without limitation, Sections 5.7 (Utilities, Access), 5.12 (Access) and 17.2 (Access to Complex).

ARTICLE 6
RECORDS AND REPORTS

6.1 Books and Records.

It is acknowledged and agreed that OLG shall keep or cause to be kept full and adequate books of account and such other records as are necessary to reflect the results of the operation of the Complex, in all material respects in accordance with Canadian generally accepted accounting principles consistently applied.

6.2 Rama Attractions and Amenities.

In order to assist Rama in the promotion of attractions and amenities operated by Rama in the Territory on lands not leased by OLG, and to assist Rama in developing Rama's own initiatives that will benefit from OLG's marketing initiatives concerning the Complex, OLG agrees that it will: (i) permit Rama to have its own linked page under Rama's control advertising such activities accessed by clicking on a button on the Complex website and to have a link on the Complex website to Rama's website and (ii) include notice of such activities on video notice boards in the Complex; provided that OLG may discontinue access to such linked page or Rama's website and may discontinue placing notices on such video notice boards if OLG determines such activities or any content on such linked page (including further links) or Rama's website, are inappropriate, including, without limitation, for reasons related to promotion of hate, pornography, full or partial nudity, electronic gambling and other illegal activities. OLG will also advise Rama in advance of any significant marketing activity that will be undertaken by OLG concerning the Complex that could reasonably be expected to increase the number of visitors to the Complex.

6.3 Quarterly Gross Revenues Report.

OLG shall, within 60 days after the end of each calendar quarter of the Complex, commencing for the first calendar quarter of 2011, prepare and submit to Rama a written report (the "**Quarterly Gross Revenues Report**") for the account and expense of the Complex, in a format approved by OLG and Rama, acting reasonably, for the Complex setting out:

- (i) the Gross Revenues for the Complex for the preceding calendar quarter and the year to date on an accrual basis; and
- (ii) any other information that may be requested by Rama, acting reasonably, that relates to Rama's responsibilities as landlord and to Rama's entitlement to the Rama Fee.

6.4 Quarterly Meeting.

OLG agrees to meet with Rama on a quarterly basis to discuss each Quarterly Gross Revenues Report provided by OLG to Rama pursuant to Section 6.3 and such other matters as are significant to Rama's responsibilities as landlord and Rama's financial entitlements under this Agreement and the other Material Agreements, such meeting to occur by the end of the second month after the end of the calendar quarter in respect of which the relevant Quarterly Gross Revenues Report has been provided.

6.5 Rama Review of Quarterly Gross Revenues Report.

Rama shall be entitled to submit any objection it may have with respect to any Quarterly Gross Revenues Report, within 60 days after submission of the same to Rama by OLG. If Rama does not submit any objections in respect of such Quarterly Gross Revenues Report, within such 60 day period, then Rama shall not be entitled to object to or take issue with such Quarterly Gross Revenues Report, provided that it is expressly understood and agreed that the failure of Rama to object to or take issue with such Quarterly Gross Revenues Report, within such 60 day period shall not:

- (i) preclude Rama from subsequently taking any action or exercising any remedies available at law by reason of any fraudulent misrepresentation contained in such Quarterly Gross Revenues Report, or
- (ii) preclude Rama from objecting to or taking issue with such financial statements or the computation of any item therein under any Applicable Law.

6.6 Annual Financial Statements for Complex.

OLG shall deliver to Rama as soon as practicable and, in any event, within 90 days after the end of each Operating Year the audited annual financial statements of the Complex as at the end of each such year (the "**Casino Rama Financial Statements**"), such financial statements to consist of at least a balance sheet as at the end of the year and statements of income, all Quarterly Gross Revenues Reports related to such year, retained earnings and changes in financial position for the year then ended, with a report of the auditors on such financial statements.

ARTICLE 7
SHORT TERM FUTURE DEVELOPMENT

7.1 Employee Parking Lot.

OLG agrees that, within 90 Business Days of the date of this Agreement, it shall enter into arrangements with Rama for the lease (the "**Employee Parking Lot Lease**") of seven acres of land in the Territory at an initial annual cost per acre of \$125,000, which lease shall run for the remainder of the Term (as defined in the Development and Operating Agreement) and for the Applicable Period, terminating concurrently with the termination of the Applicable Period and which seven acres of land will be used for the construction and development of a parking lot for employees of the Complex (the "**Employee Parking Lot**"). The annual rent of \$125,000 per acre shall be in effect for the first twelve month period following the entering into of the Employee Parking Lot Lease and shall be adjusted at the beginning of each successive

twelve-month period following such first twelve-month period to the amount obtained by multiplying the rent per acre for the previous twelve-month period by a fraction the numerator which is the CPI for first month in the twelve-month period for which the rent is being adjusted and the denominator of which is the CPI for the first month in the immediately preceding twelve-month period. The Employee Parking Lot Lease will be effected by Rama taking all necessary actions as may be appropriate to provide OLG with all necessary legal rights to use and occupy the lands for the Employee Parking Lot, by way of lease. The Parties agree that OLG shall be responsible, from and after August 1, 2011, for all obligations (including any costs of termination) in respect of a lease with 1157397 Ontario Ltd. for land not part of the Territory which is currently being used by the Complex for employee parking, if such lease is then in effect.

7.2 Administration Centre.

OLG agrees that, within six months of the date of this Agreement, it shall enter into good faith discussions with Rama for the construction, development and location of an administration centre for the Casino (the "**Administration Centre**") that would replace the existing complex of buildings that function as the administration offices for the Casino. The purpose of these discussions would be to determine the size and location of the Administration Centre and to determine if lands in the Territory in addition to Territory lands already leased by OLG are required for the Administration Centre.

7.3 Lands for Administration Centre.

If the Parties determine that the optimal location for the Administration Centre is an area immediately adjacent or connected to the Casino within lands currently leased or rented by OLG from Rama, OLG agrees that it shall lease other lands in the Territory of a size equal to the footprint of the Administration Centre if the location of the Administration Centre results in a reduction of the area available for parking for patrons of the Casino.

7.4 Lease Cost.

Any lands in the Territory to be leased for the Administration Centre as described in Section 7.2 or to be leased in a size equal to the footprint of the Administration Centre pursuant to Section 7.3 shall be leased by Rama to OLG at an annual cost per acre equal to the CPI Adjusted Rental Rate and by way of lease terminating concurrently with the termination of the Applicable Period. The lease of such lands will be effected by Rama taking all necessary actions as may be appropriate to provide OLG with all necessary legal rights to use and occupy the lands for the Administration Centre or otherwise as desired by OLG.

ARTICLE 8
LONG-TERM FUTURE DEVELOPMENT

8.1 Master Planning Initiative.

OLG agrees that, within six months of the date of this Agreement, it shall undertake a master planning initiative (the "**Master Planning Initiative**") to identify development opportunities and new amenities that would support and enhance the success of the Casino. OLG shall be solely responsible for the expenses of the Master Planning Initiative. OLG shall invite Rama to participate in the Master Planning Initiative and agrees that it shall consult with Rama respecting the conduct of the Master Planning Initiative and respecting decisions to be made concerning the opportunities and amenities to be identified, studied and evaluated as part of the Master Planning Initiative; provided, however, the Parties agree that the selection of any consultants or other advisors to be retained to participate in the Master Planning Initiative shall be at the sole discretion and cost of OLG. OLG agrees that the development of an attraction focused on Aboriginal culture shall be one of the opportunities to be studied and evaluated as part of the Master Planning Initiative.

8.2 Lands for Any Master Planning Initiative Developments.

After consulting with Rama, OLG shall have the sole discretion to decide whether to develop any viable development opportunities identified, studied and evaluated as part of the Master Planning Initiative. The Parties acknowledge that the matters set out in Sections 3.1 and 3.2 of this Agreement may have an impact on OLG's exercise of its sole discretion in determining whether a development opportunity is viable. If OLG decides to proceed with any such opportunities and any such opportunities require lands in the Territory in addition to those Territory lands already leased by OLG at such time, and Rama agrees to the location of such opportunities on those lands, Rama shall lease such additional lands to OLG at an annual cost per acre at the CPI Adjusted Rental Rate and for a term terminating concurrently with the termination of the Applicable Period. Pursuant to any such lease, OLG shall assume full responsibility for obtaining all requisite environmental and other clearances at its cost prior to entering into such lease.

ARTICLE 9
WATER TREATMENT AND SUPPLY

9.1 Water Supply and Treatment Agreement.

OLG agrees that, within 90 Business Days of the date of this Agreement, it shall enter into good faith discussions with Rama for purposes of entering into an agreement relating to the supply of water to, and the treatment of water for, the Complex, including waste water treatment equipment and facilities for the Complex. Such agreement shall include terms agreed between the Parties, acting reasonably, on

a basis consistent with past practice within the Territory for the provision by Rama of water and wastewater services and rates for such services which rates shall have included in them the costs of operating and maintaining such equipment and facilities (including capital replacements and improvements on commercially reasonable terms).

ARTICLE 10
TRAINING AND EDUCATION

10.1 Gaming and Executive Development Training Centre.

Within 90 Business Days of the date of this Agreement, the Parties agree to embark upon planning for the development of a gaming and executive development training centre (the "**GED Training Centre**") in the Territory in cooperation with a recognized post-secondary educational institution in Ontario, which institution shall be a co-sponsor/founder of the GED Training Centre and which institution and Rama shall lend their names to the GED Training Centre in order to bring credibility and recognition to it.

10.2 Governance of GED Training Centre.

The Parties agree that the GED Training Centre shall be governed by an arm's length governance structure that is independent of each of OLG and Rama comprised of representatives of Rama, OLG and the post-secondary educational institution that is co-sponsor/founder, as well as such other outside members whose credentials and expertise should contribute to the success of the GED Training Centre (and on which Rama's and OLG's representatives, collectively, shall comprise a minority of the members).

10.3 Objective of GED Training Centre.

The Parties agree that the primary objective of the GED Training Centre shall be to provide training and educational services to Aboriginal and non-Aboriginal people to enable them to achieve employment with, and advancement through to executive positions with, the gaming industry in Ontario, elsewhere in Canada, the United States of America and elsewhere in the world. In addition, the GED Training Centre shall offer training services to the gaming industry specifically designed for the needs of specific customers.

10.4 Location.

Rama and OLG shall co-operate in identifying, and Rama (or OLG, if it will be a sublease of land already leased by OLG) shall provide a site for the GED Training Centre, which site options shall include (i) incorporating the GED Training Centre into the new Administration Centre; (ii) utilizing the current administration offices' space and lands; and (iii) other potential sites in the Territory. The final decision concerning location shall be at the sole discretion of Rama; provided that if the location is to be on lands leased by OLG from Rama, the location shall be subject to OLG's prior written approval.

10.5 Costs and Expenses.

(a) OLG agrees to contribute \$2,000,000 towards the capital costs of the GED Training Centre in order to assist in the cost of development of the GED Training Centre, such contribution to be paid by OLG upon presentation to and acceptance by OLG (acting reasonably) of a detailed "Business Plan and Development Concept" for the GED Training Centre.

(b) Within thirty (30) Business Days of the date of this Agreement, OLG agrees to contribute (i) the services of a suitably qualified person and (ii) a lump sum payment of \$250,000 towards the cost of retaining expertise, to assist in the development of the "Business Plan and Development Concept" for the GED Training Centre.

(c) OLG agrees that it shall enter into good faith discussions with Rama regarding support from OLG for the GED Training Centre through (i) the waiver of leasing costs as set out in Subsection 10.5(d) and (ii) the payment by OLG to the GED Training Centre of an annual committed amount for the purchase from the GED Training Centre of training services for and/or the development of specific training programs for Casino employees, OLG personnel and other Ontario gaming employees.

(d) The GED Training Centre shall be responsible for its own leasing costs, unless the GED Training Centre is located in the Administration Centre or otherwise on land currently leased by OLG, in which case the GED Training Centre will not be responsible for its own leasing costs but shall be responsible for its own operating costs such as utilities, maintenance, and other similar costs; provided, however, in such circumstances, the leasing costs that otherwise would have been payable by the GED Training Centre to OLG shall be regarded as support from OLG for the GED Training Centre as set out in Subsection 10.5(c).

ARTICLE 11
FIRST OPPORTUNITY FOR ROLE OF DEVELOPER

11.1 Rama's First Opportunity.

OLG agrees that, in respect of the development of the Employee Parking Lot, the development of the Administration Centre and the development of any future development project identified by the Master Planning Initiative, with which OLG decides in its sole discretion to proceed, if such development is located on lands in the Territory, Rama shall be given the opportunity to assume the role of developer of each such development project on substantially the same terms as contained in Article 2 of the Development and Operating Agreement and in the Expansion Project Development Agreement, *mutatis mutandis*, provided that, unless otherwise determined by the parties, Rama's responsibilities will not include funding or financing.

11.2 Financing.

Each of Rama and OLG agrees that it shall cooperate in a reasonable manner to provide commercially reasonable assurances to lenders to assist in obtaining financing for the development of any Future Development.

11.3 Ability of Rama Corporations to Assign Revenue Streams.

(a) Rama may, without the consent of any other Person, from time to time and at any time assign, sell, encumber or otherwise transfer its entitlement to receive the Rama Fee, free of all equities, in whole or in part, by way of absolute assignment, security or otherwise to any Person. Notwithstanding Section 15.7, OLG agrees not to assert any equitable remedies including, without limitation, rights of set off, that may arise or have arisen prior to, concurrently with or following any such assignment, sale, encumbrance or other transfer in its favour against Rama against any Person to whom such entitlement to receive the Rama Fee has been assigned, sold, encumbered or otherwise transferred. Rama agrees to provide to OLG a copy of any agreement or other document relating to any such assignment, sale, encumbrance or other transfer.

(b) In addition to Rama's rights under Subsection 11.3(a), any of the Rama Corporations may, without the consent of any other Person, from time to time and at any time assign, sell, encumber or otherwise transfer its rights to any or all other revenue streams provided for in this Agreement and the other Material Agreements (including, for certainty, all other proceeds and moneys in respect of this Agreement and the other Material Agreements or at any time derived from this Agreement and the other Material Agreements) in whole or in part, by way of assignment, security or otherwise, to any Person, provided that such assignment does not adversely affect the rights of OLG under this Agreement or any other Material Agreement and the assignee, purchaser, secured party or other transferee provides OLG with an acknowledgement that its rights are subject to the rights of OLG as set out in this Agreement and any other relevant Material Agreement, including OLG's right of set-off and OLG's other equitable rights as set out in Section 15.7. Rama agrees to provide to OLG a copy of any agreement or other document relating to any such assignment, sale, encumbrance or other transfer.

(c) OLG shall enter into such agreement with proposed assignees, purchasers, secured parties or other transferees and Rama as may be reasonably requested by Rama or such Persons to provide such Persons reasonable assurances respecting security granted to them, including all revenue streams, proceeds and moneys in respect of or derived from this Agreement, which agreement shall include, without limitation, the following: (i) agreement by OLG to provide such Persons with a copy of any notice of default (including any payment default) OLG delivers to any of the Rama Corporations under this Agreement, together with any and all other notices delivered to any of the Rama Corporations under this Agreement; (ii) such other terms as may be reasonably requested by such Persons or Rama, acting reasonably; (iii) in the case of an assignment, sale, encumbrance or other transfer under Subsection 11.3(b) above, agreement by Rama or such Persons that such security and any entitlement to revenue streams, proceeds and moneys in respect of or derived from this Agreement are subject to the rights of OLG as set out in this Agreement and any other relevant Material Agreement; and (iv) in the case of an assignment, sale, encumbrance or other transfer under Subsection 11.3(b), such other terms as may be reasonably requested by OLG.

ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of OLG.

OLG represents and warrants as of the date hereof as follows and acknowledges that Rama and each of the Rama Corporations which is a Party to this Agreement are relying on such representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) Organization. OLG is a corporation duly established under the Enabling Legislation.
- (b) Capacity and Authority. OLG has all necessary capacity, power and authority to enter into the Applicable Agreements and to carry out the provisions of the Applicable Agreements. Subject to Section 22.16, the Applicable Agreements have been duly authorized by OLG and each Applicable Agreement, when executed, will constitute a valid and binding obligation of OLG enforceable against OLG in accordance with its terms.
- (c) No Violation. Neither the execution and delivery of the Applicable Agreements nor the fulfilment of or compliance with the terms and conditions thereof:

- (i) conflicts with or results in a breach of any of the terms, conditions or provisions of or constitutes a default under the constating documentation of OLG (including the Enabling Legislation); or
 - (ii) subject to Section 22.16, conflicts in a material respect with or results in a material breach of any of the terms, conditions or provisions of or constitutes a material default under any material agreement, licence or other instrument to which OLG is a party or by which it is bound.
- (d) Litigation. To its knowledge after due inquiry, there are no actions, suits or proceedings pending against OLG which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under the Applicable Agreements.

12.2

Representations and Warranties of Rama and Rama Corporations.

Rama and each of the Rama Corporations which is a Party to this Agreement jointly and severally represent and warrant as of the date hereof as follows and acknowledge that OLG is relying on such representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) Organization. Each of the Rama Corporations which is a Party to this Agreement is a corporation duly established and organized under the laws of the Province of Ontario.
- (b) Ownership. All of the issued and outstanding shares of the Rama Corporations are owned, directly or indirectly, by Rama. Rama has provided OLG with a schedule which accurately sets out the ownership of and legal relationships between all of the Rama Entities.
- (c) Options. No Person has any right or option, contingent or otherwise, to acquire any of the capital stock of any of the Rama Corporations.
- (d) Capacity and Authority. Rama and the Rama Corporations have all the necessary capacity, power and authority to enter into and to carry out the provisions of the Applicable Agreements. Subject to Section 22.16, the Applicable Agreements have been duly authorized by Rama and the Rama Corporations and each Applicable Agreement, when executed, will constitute a valid and binding obligation of each Rama Entity party thereto, enforceable against it in accordance with its terms.
- (e) No Violation. Neither the execution and delivery of the Applicable Agreements nor the fulfilment of or compliance with the terms and conditions hereof:
 - (i) conflicts with or results in a breach of any of the terms, conditions or provisions of or constitutes a default under the constating documentation of the Rama Corporations;
 - (ii) conflicts in a material respect with or results in a material breach of any of the terms, conditions or provisions of or constitutes a material default under any material agreement, licence or other instrument to which Rama or any Rama Corporation is a party or by which it is bound;
 - (iii) subject to Section 22.16, conflicts with or is inconsistent with the *Indian Act* (Canada) and regulations, by-laws enacted pursuant to that Act (including by-laws of Rama), or with any other Applicable Law; or
 - (iv) conflicts with or is inconsistent with or any other Material Agreement.
- (f) Ground Lease. Casino Rama Inc. has a valid and subsisting leasehold interest in and the right to quiet or peaceful enjoyment of the lands identified as Complex Sublease Lands in Schedule 1 hereto pursuant to the Ground Lease for the full term thereof. The Ground Lease is a legal, valid and binding agreement, enforceable in accordance with its terms, of Casino Rama Inc. and, to the knowledge of the Rama Corporations and Rama, of each other Person that is a party thereto. Neither Rama, any of the Rama Corporations nor, to the knowledge of the Rama Corporations and Rama, any other Person that is a party to the Ground Lease, is in default thereunder.
- (g) Complex Lands. The Rama Corporations and/or Rama have adequate rights of ingress and egress with respect to the Complex Lands so as to permit the efficient operation of the Complex. The Complex Lands are free and clear of all Liens, other than Permitted Liens, and one or more Rama Entities are in possession of the Complex Lands. No Persons other than OLG have any right, interest, permit, privilege or claim of any kind in or in respect of title to the Complex Lands that would have a material adverse impact on the operation of the Complex during the Term.
- (h) Complex Sublease. Subject to Section 22.16, the Complex Sublease is a legal, valid and binding agreement of Casino Rama Inc., enforceable in accordance with its terms.
- (i) Environmental Matters. All environmental assessments required under Applicable Law, including Environmental Law,

have been completed and all necessary and appropriate approvals or permits have been granted or obtained. To the knowledge of the Rama Corporations and Rama, there is no pending or threatened Environmental Claim in respect of the Complex Lands, or in respect of any adjacent lands that, in respect of such adjacent lands, could reasonably be expected to materially impact on the operation of the Complex. Rama has made available to OLG all environmental investigations, audits, assessments and reviews that are in its possession or of which it is aware with respect to the Complex Lands.

12.3 Survival of Representations and Warranties.

The representations and warranties of the parties contained herein are given as of the date hereof and shall survive the execution and delivery of this Agreement.

ARTICLE 13 INTELLECTUAL PROPERTY

13.1 Trade Marks.

Notwithstanding Section 13.2, the Parties acknowledge and agree that the trade marks and trade names "Casino Rama" (including the trademark attached hereto as Schedule 13) and any design relating thereto and any trade mark, trade name or design developed specifically for the sole and exclusive use in conjunction with or to solely and exclusively identify the Complex are the sole property of Rama, which property may be assigned to a Rama Corporation. These trade marks shall be used to identify the Complex, and Rama and OLG shall agree as to any new name or trade mark to identify the Complex. OLG (and the Operator, if any, on OLG's behalf) may, to the extent that it deems appropriate for the purposes of carrying out its agreements and obligations, but is not required to, utilize such trade marks and trade names in connection with the operation of the Complex during the Applicable Period. During the Applicable Period, Rama grants to OLG and the Operator (on OLG's behalf) a royalty-free, non-transferable, exclusive right to use such trade marks and trade names and any design relating thereto in connection with the operation, advertising and promotion of the Complex and related activities and the right to sub-license such rights; provided that Rama retains the right to use, the trade marks, trade names and designs relating to (i) soft goods and novelties such as t-shirts, sweaters and caps; (ii) stationery, business cards and other items used by and pertaining to the Rama First Nation and (iii) subject to the prior written approval of OLG, activities, events or attractions sponsored by Rama.

13.2 Intellectual Property.

Subject to Section 13.1, the Parties acknowledge and agree that (other than Intellectual Property that includes the name "Rama" or any other Intellectual Property of Rama described in Section 13.1 above) any Intellectual Property developed during the Applicable Period for use in conjunction with the Complex and paid for by OLG or out of the proceeds of the operations of the Complex shall be the property of OLG.

ARTICLE 14 DISMISSAL OF LITIGATION

14.1 Dismissal of Litigation.

Subject to the terms and conditions hereof, concurrently with the execution and delivery of this Agreement:

- (a) Each of Rama, OLG and the Province agrees to deliver, in the form attached as Schedule 14, an executed consent with the form of Order attached, authorizing an Order granting the dismissal without costs of the action commenced in the Superior Court of Justice of Ontario bearing court file number 04-CV-273527CM3 (the "**RST Action**"). OLG shall make best efforts to obtain the execution of such consent on behalf of CHC Casinos Canada Limited ("**CHCCCL**") and Ontario Gaming Assets Corporation ("**OGAC**").
- (b) Rama and the Province agree to deliver in the form attached as Schedule 15, an executed consent with the form of Order attached, authorizing an Order granting the dismissal without costs as against the Province of any claim for damages based upon an alleged delay in the construction of the Casino (the "**Construction Delay Claim**") and of any claim that the Province is obligated to pay 20% of the Casino Rama revenues to Rama and/or the other Ontario First Nations (the "**20% Claims**") which Rama asserts are pleaded in an action commenced in the Superior Court of Justice of Ontario bearing court file number 01-CV-219345CM2 (the "**35% Action**"). For greater certainty, Rama, OLG and the Province agree that: (i) notwithstanding the dismissal of the Construction Delay Claim and the 20% Claims, Rama shall be fully entitled to exercise all of its rights of appeal in respect of the Judgment of Mr. Justice Gans dated September 15, 2008 (the "**35% Judgment**") in the 35% Action; and (ii) regardless of the outcome of the appeal of the 35% Judgment, Rama's entitlement to any share of the revenues under the Casino Rama Revenue Agreement shall cease as of August 1, 2011.
- (c) Each of Rama and the Province agrees to deliver in the form attached as Schedule 16, an executed consent with the form of Order attached, authorizing an Order granting the dismissal without costs of the crossclaim and any claims asserted by Rama against the Province in the action commenced in the Superior Court of Justice of Ontario bearing court file number 98-CV-152417CM2 (the "**20% Action**").

- (d) Each of Rama and the Province shall make best efforts to obtain a consent to the dismissal of the RST Action as executed on behalf of Ontario First Nations Limited Partnership ("OFNLP"). In the event that OFNLP's consent is obtained, Rama will immediately take steps to have the consent Order issued and entered in the Ontario Superior Court of Justice in respect of the RST Action. In the event that OFNLP refuses to consent to a dismissal, Rama and OLG shall jointly take whatever steps are necessary to obtain an Order of the Ontario Superior Court of Justice dismissing the RST Action as against OLG, the Province, OGAC and CHCCCL.
- (e) Each of Rama and the Province shall make best efforts to obtain a consent to the dismissal of the 20% Claims and the Construction Delay Claim in the 35% Action and a consent to the dismissal of the crossclaim in the 20% Action from the Chiefs of Ontario ("COO") and OFNLP. In the event that such consents are obtained, Rama will immediately take steps to have the consent Orders issued and entered in the Ontario Superior Court of Justice in respect of the Construction Delay Claim, the 20% Claims and the crossclaim in the 20% Action. In the event that OFNLP and/or COO refuse to consent to these dismissals, Rama and the Province shall jointly take whatever steps are necessary to obtain Orders of the Ontario Superior Court of Justice dismissing the Construction Delay Claim, the 20% Claims and the crossclaim in the 20% Action as against the Province on terms that are without prejudice to any claim by Rama for costs as against COO and OFNLP.
- (f) Rama shall execute and deliver to OLG, OGAC, the Province and CHCCCL a Full and Final Release in respect of the RST Action in the form attached hereto as Schedule 17.
- (g) Rama shall execute and deliver to the Province a Full and Final Release in respect of the 20% Claims, the Construction Delay Claim and the crossclaim in the 20% Action in the form attached hereto as Schedule 18.

ARTICLE 15
APPLICABLE PERIOD AND TERMINATION

15.1 **Applicable Period.**

This Agreement shall be effective as of the date hereof. This Agreement and the Applicable Period shall, subject to earlier termination in accordance with the provisions hereof and subject to any extensions in accordance with Section 15.2, terminate on July 31, 2031.

15.2 **Extension of Applicable Period.**

The Parties agree that OLG shall have two successive options to extend this Agreement for successive extension periods of ten years and then five years, with the first such extension commencing on August 1, 2031. The exercise of each of the extension options shall be in the sole discretion of OLG, following consultation with Rama. In order to be effectively exercised, each extension option must be exercised by written notice given by OLG to Rama no later than eighteen months prior to the commencement of that extension period which is the subject of the extension option. If an extension notice is not given as aforesaid, this Agreement and the Applicable Period shall terminate on the later of July 31, 2031 and the expiration of any extension period for which an extension option has been exercised. Rama agrees and acknowledges that at the end of the Applicable Period, whether or not any extension options have been exercised, it shall not bring any legal action against OLG or the Province seeking an Order requiring the exercise by OLG of any extension option(s) or seeking compensation for any determination by OLG not to exercise such option(s).

15.3 **Termination by OLG.**

Subject to Section 15.5 and to any agreements entered into with any lender in respect of a loan related to the Complex which has been approved by each of OLG and Rama, one of the following events shall happen:

- (a) any Party fails to make any payment when due to OLG under this Agreement and any such failure remains unremedied for 10 Business Days after notice thereof by OLG to such Party;
- (b) any Party (other than OLG) fails to perform or observe any other term, covenant or agreement contained in this Agreement in any material respect and any such failure remains unremedied for 30 days after such other Party receives notice of such failure from OLG or such longer period as may be reasonably regarded as necessary to remedy such failure, provided that such other Party has commenced within a reasonable time and in good faith the remedying of such failure within such 30 day period and thereafter prosecutes to completion with diligence and continuity the remedying thereof;
- (c) any Party (other than OLG) fails to perform or observe any term, covenant or agreement contained in a Material Agreement in any material respect which has a material adverse effect on the operation of the Complex and such failure remains unremedied for 30 days after the date on which such other Party receives notice of such failure from OLG, or for such shorter grace period as may be provided for in the applicable Material Agreement, or for such longer period as may be reasonably regarded as necessary to remedy such failure; provided, however, that in the latter case such other Party has commenced within a reasonable time and in good faith the remedying of such failure within such 30 day period or within such shorter grace period as may be provided for in the applicable Material Agreement, and thereafter prosecutes to completion with diligence and continuity the remedying thereof; or

- (d) an Event of Insolvency should occur in respect of any Party (other than OLG),

then, in addition to any other rights OLG may have under this Agreement, if OLG believes in its reasonable judgment that the default or event, if it continues to exist, will not permit the Casino to be viably operated and that alternate remedies available to OLG against the defaulting party are not adequate under the circumstances, OLG shall have the right, at its option, upon at least 120 days prior written notice to the other Parties, to terminate this Agreement, whereupon each of the Material Agreements shall likewise be terminated.

15.4 Termination by Rama.

Subject to Section 15.5 and to any agreements entered into with any lender in respect of a loan related to the Complex which has been approved by each of OLG and Rama, one of the following events shall happen:

- (a) any Party fails to make any payment when due to any Rama Entities under this Agreement and any such failure remains unremedied for 10 Business Days after notice thereof by the relevant Rama Entity to such Party;
- (b) OLG fails to perform or observe any covenant, agreement or term contained in this Agreement in any material respect and, as a consequence, there is a material adverse impact on Rama and any such failure shall remain unremedied for 30 days after the date on which OLG receives notice of such failure from Rama, or such longer period as may be reasonably regarded as necessary to remedy such failure, provided that OLG has commenced within a reasonable time and in good faith the remedying of such failure within such 30 day period and thereafter prosecutes to completion with diligence and continuity the remedying thereof;
- (c) OLG fails to perform or observe any term, covenant or agreement contained in a Material Agreement in any material respect which has a material adverse impact on Rama and such failure remains unremedied for 30 days after the date on which such other Party receives notice of such failure from Rama, or for such shorter grace period as may be provided for in the applicable Material Agreement, or for such longer period as may be reasonably regarded as necessary to remedy such failure; provided, however, that in the latter case OLG has commenced within a reasonable time and in good faith the remedying of such failure within such 30 day period or within such shorter grace period as may be provided for in the applicable Material Agreement, and thereafter prosecutes to completion with diligence and continuity the remedying thereof; or
- (d) an Event of Insolvency should occur in respect of OLG,

then, in addition to any other rights Rama may have under this Agreement, if Rama believes in its reasonable judgment that the default or event, if it continues to exist, will not permit the Casino to be viably operated, and that alternate remedies available to Rama against OLG are not adequate under the circumstances, or if a change in Applicable Law should occur pursuant to which OLG is no longer an agent of Her Majesty the Queen in Right of Ontario with the right to conduct and manage casino gaming in the Province of Ontario, Rama shall have the right, at its option, upon at least 120 days prior written notice to the other Parties, to terminate this Agreement, whereupon each of the Material Agreements shall likewise be terminated.

15.5 Curing Defaults.

(a) Cure Through Payment of Money. If an event giving rise to a right of termination under Section 15.3 or 15.4 has occurred and such event can be cured by the payment of money, then any Party hereto, at its option, may make such payment within the applicable grace period and, upon such payment, no Party shall have any right to terminate this Agreement. Notwithstanding the preceding sentence, any Party which is not the Party responsible for an event giving rise to a right of termination shall have a period of thirty (30) days from and after receipt of a notice of termination given by any other Party hereto which has the right to terminate because of such an event of termination, within which to make such payment and to cause such notice of termination to become null and void. Any Party electing to make a payment pursuant to this Subsection 15.5(a) shall retain full rights to pursue any other remedies it may have under this Agreement or otherwise in respect of the event giving rise to the payment, other than any rights it may have in respect of termination of this Agreement.

(b) Cure Other Than Through Payment of Money. If an event giving rise to a right of termination under Section 15.3 or 15.4 has occurred and such event cannot be cured by the payment of money, but can be otherwise cured, then any Party, which is not responsible for the event giving rise to the right to terminate, may effect such cure within thirty (30) days after such Party's receipt of a written notice of termination from any other Party who has a right to give such notice, or within such longer period as may be reasonably regarded as necessary to effect such cure, provided that cure has commenced within such (30) day period and is thereafter prosecuted to completion with diligence and continuity. No Party shall have the right to terminate this Agreement or any other Party's rights hereunder until it shall have given written notice of termination to every other Party and until all periods for effecting cure have expired. If cure has occurred, then no Party shall have any further right to terminate this Agreement on account of an event of termination which has been cured. Any Party electing to effect a cure under this Subsection 15.5(b) shall retain full rights to pursue any other remedies it may have under this Agreement or otherwise in respect of the event giving rise to the event cured, other than any rights it may have in respect of termination of this Agreement.

(c) Disputes. In the event that there is a dispute as to whether an event giving rise to a right of termination has occurred or as to whether such event has been cured within the applicable grace or cure period, such dispute shall be subject to the provisions of Section 20.1 and any applicable grace or cure period shall not commence until the final determination of such dispute in accordance therewith.

15.6 Payments on Termination.

In addition to its rights of termination under Section 15.3, OLG shall have the right, at its option, upon at least 120 days prior written notice to the other Parties to terminate this Agreement if, for any six consecutive quarters of three months each, the operations of the Complex suffer a loss for each such quarter on the quarterly income statement for the Complex prepared on an accrual basis in accordance with Canadian generally accepted accounting principles consistently applied, save and except that for the purposes of the aforesaid calculation, the amount of the Win Contribution shall not be considered as paid or payable; provided always that OLG agrees that it shall ensure that the Complex continues to operate during such six (6) consecutive quarters. Upon any termination of this Agreement by OLG pursuant to this Section 15.6, OLG shall pay to Rama the fair market value of the lease payments payable to Rama pursuant to the remaining term of the Ground Lease, the Complex Sublease, the Railway Lands Lease, the Permits and any other agreements relating to the lease or rental of lands or buildings forming part of the Complex (including Future Developments, but not, for greater certainty, in respect of the GED Training Centre). The Parties will use good faith efforts to agree to such fair market value within 30 Business Days, failing which they shall jointly retain a member of a major accounting firm with expertise in real estate leases (the "**Lease Expert**") within a further 10 Business Days to determine such fair market value, failing which, upon notice given by any Party and no sooner than five Business Days from but no later than 10 Business Days from the date of such notice, any Party may apply to the Superior Court of Justice (Ontario) for the appointment of a Lease Expert. The Lease Expert shall promptly determine such fair market value within 30 Business Days of the Lease Expert's appointment. The costs of such Lease Expert shall be borne solely by OLG. Such Lease Expert's determination of fair market value shall be final and binding on the Parties, absent manifest error.

15.7 Equitable Remedies.

Each of the Parties to this Agreement acknowledges that the subject matter of this Agreement is unique, because of, among other things, the nature of casinos and the laws governing the construction and operation of casinos and that the failure of performance of the duties of a Party hereunder may cause irreparable harm to other Parties hereto who are likely to be without an adequate remedy at law. Accordingly, the Parties agree that equitable remedies including, without limitation, the remedies of specific performance and mandatory and prohibitory injunction, shall be available under appropriate circumstances.

**ARTICLE 16
INDEMNIFICATION****16.1 Indemnity by OLG.**

OLG will, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the Rama Entities and each of their respective officers, employees and agents, or any of them of, from and against all manner of Losses which may be brought against or made upon the Rama Entities, their respective officers, employees and agents, or any of them and of, from and against all Losses which may be sustained, incurred or paid by the Rama Entities, their respective officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the default or breach by OLG or any of its officers, employees, agents or Persons for whom it is responsible in law in connection with the performance of this Agreement (including, without limitation, any Operator) of OLG's obligations hereunder and will pay to the Rama Entities and to each such officer, employee or agent on demand any Losses which may be sustained, incurred or paid by the Rama Entities or by any of their respective officers, employees and agents in consequence of or in settlement of or in discharge or on account thereof and on default of payment by OLG of any Losses in accordance with this Section 16.1; any and all such monies so paid or payable may be deducted from any monies owing to OLG by the Rama Entities under this Agreement or any Material Agreement, or on any account whatever, or may be recovered from OLG in any court of competent jurisdiction as monies paid at OLG's request.

16.2 Indemnity by Rama Entities.

Rama will, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify OLG and its officers, employees and agents, or any of them, from and against all manner of Losses which may be brought against or made upon OLG and its officers, employees and agents, or any of them and of, from and against all Losses which may be sustained, incurred or paid by OLG and its officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the default or breach by any Rama Entity or any of a Rama Entity's officers, employees, agents or persons for whom such Rama Entity is responsible in law in connection with the performance of this Agreement of any Rama Entity's obligations hereunder and will pay to OLG and to each such officer, employee or agent on demand any Losses which may be sustained, incurred or paid by OLG, or by any of its officers, employees and agents in consequence of or in settlement of or in discharge or on account thereof and on default of payment by Rama of any Losses in accordance with this Section 16.2; any and all such monies so paid or payable may be deducted from any monies owing to any Rama Entity by OLG under this Agreement or any Material Agreement, or on any account whatever, or may be recovered from any Rama Entity in any court of competent jurisdiction as monies paid at such Rama Entity's request.

16.3 Timely Notice.

Whenever a Party (the "**Indemnified Party**") shall become aware of any claim, whether threatened or actual, which would subject another Party (the "**Indemnifying Party**") to the provisions of this Article 16, the Indemnified Party shall provide timely and written notice thereof to the Indemnifying Party, and each other Party to this Agreement, such notice stating whether the claim arises as a result of a Third Party Claim against the Indemnified Party and specifying with reasonable particularity the factual basis for the claim and the amount of the claim, if known. Upon the written request of an Indemnified Party, after receipt by it of any such notice, the Indemnifying Party shall furnish the Indemnified Party copies of all documents and provide any other material information relating to such claim that is in the possession or control of the Indemnifying Party (to the extent the Indemnifying Party may lawfully do so).

16.4 Third Party Claims.

With respect to any Third Party Claim which gives rise to a claim for indemnity under Section 16.1 or Section 16.2, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out of pocket expenses. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). In such circumstances, the Indemnified Party's choice of counsel shall be subject to the prior written approval of the Indemnifying Party, acting reasonably; it being acknowledged by the Rama Entities that OLG may withhold its approval if a Rama Entity's proposed counsel does not agree to retainer terms, including fees, which are acceptable to OLG. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If the Indemnifying Party has elected to assume control, the Indemnified Party shall take all reasonable steps necessary to secure and preserve its rights in respect of any claim and, to the extent that the Indemnified Party has a right to commence a proceeding against another person (whether for damages, indemnification or otherwise) in respect of a matter for which the Indemnified Party is entitled to indemnification hereunder, the Indemnified Party shall assign that right to the Indemnifying Party and subrogate the Indemnifying Party to that right to the extent of the amounts for which the Indemnifying Party is liable under its indemnity.

16.5 Settlement of Third Party Claims.

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the liability of the Indemnifying Party shall be limited to the proposed settlement amount if any such consent is not provided by the Indemnified Party for any reason.

16.6 Co-operation.

The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

16.7 Miscellaneous Matters Regarding Third Party Claims.

(a) If an Indemnifying Party is not a party to a Third Party Claim, the Indemnified Party shall consent to any order or leave that may be applied for by the Indemnifying Party to be added as a party or to be allowed to make representations on its own behalf without being a party.

(b) The expenses incurred by an Indemnified Party in investigating, defending or appealing any Third Party Claim shall, at the Indemnified Party's written request, be paid by the Indemnifying Party on an ongoing basis, as is appropriate to allow the Indemnified Party to properly investigate, defend or appeal such Third Party Claim; provided that, if it is ultimately determined that the Indemnified Party is not entitled to be indemnified hereunder, the Indemnified Party shall immediately repay to the Indemnifying Party all amounts advanced. In the event that the Indemnifying Party is OLG, amounts so repayable to it shall be deemed to be payable as a debt due to the Crown in right of Ontario.

16.8 No Subrogation.

Nothing in this Agreement shall be deemed to create any right of recovery whether by way of subrogation or otherwise on the part of any insurance or surety company.

16.9 Insured Claims.

Notwithstanding the provisions of Sections 16.1 and 16.2, no Party will be required to make any payments pursuant thereto to any other Party of any such Losses to the extent such Losses are covered by insurance.

ARTICLE 17
TITLE MATTERS

17.1 Title to Complex.

The Parties agree and acknowledge that first leasehold title to the lands identified as Complex Sublease Lands in Schedule 1 hereto and all Improvements thereon will be vested in Casino Rama Inc., subject, however, to the possessory rights of OLG under the Complex

Sublease and the licence rights of any Operator pursuant to any licence granted under Section 17.2. OLG shall at all times during the Applicable Period be the owner of all assets used in the Complex (save and except for furniture, furnishings and equipment, trade fixtures and other personal property owned by a Rama Entity and located in premises subject to the Retail Stores Licence or stored in the building (but not in the space leased to OLG or the Operator pursuant to the New Warehouse Lease) where the Complex's warehouse space leased pursuant to the New Warehouse Lease is located), including for greater certainty the FF&E, that are not Complex Lands or Improvements.

17.2 Access to Complex.

Rama hereby grants to OLG and to all Persons deriving access rights through OLG including any Operator engaged by OLG, and their respective officers, directors, employees, agents and representatives and permitted assigns (collectively, the "Licensees"), a licence coupled with an interest in land (the "Licence") pursuant to which the Licensees shall be entitled to full and unimpeded access to the Complex during the Applicable Period for all purposes consistent with the performance by OLG of its services hereunder and by OLG or any Operator of its services to operate the Complex. The Licence shall enure to the benefit of OLG, all Persons deriving access rights through OLG (including any Operator engaged by OLG) and their respective successors and permitted assigns and shall be binding upon the successors and assigns of Rama. Upon the written request of OLG, Rama will, subject to any required consents, execute a registerable document evidencing the grant of the Licence and OLG shall be entitled to register the same against title to the Complex Lands.

17.3 Discharge of Encumbrances.

Within 30 days following the date of this Agreement,

- (a) Rama shall discharge or shall cause to be discharged the mortgage in favour of The Bank of Nova Scotia registered against the lands identified as Complex Sublease Lands in Schedule 1 hereto; and in respect of such mortgage, every assignment and non-disturbance agreement registered in connection with such mortgage, including, without limitation, Instruments 281385, 218386 and 281388 in the Register; and
- (b) Rama shall deliver to OLG a non-disturbance agreement from The Bank of Nova Scotia in a form satisfactory to OLG that is in favour of OLG in respect of the lands that are subject to each of the Railway Lands Lease (including the Agreement Re Railway Lands Lease and the lease to be entered into pursuant to its terms), the New Warehouse Lease (including the Agreement Re Warehouse Lease and the lease to be entered into pursuant to its terms) and the Administration Subleases (including the Agreement Re Administration Buildings Lease and the lease to be entered into pursuant to its terms); provided further that such non-disturbance agreements will be replaced, as promptly as possible, by a discharge of any mortgage in favour of The Bank of Nova Scotia registered against any lands that are subject to each of the Railway Lands Lease, the New Warehouse Lease and the Administration Subleases if at any time Rama becomes entitled to have The Bank of Nova Scotia discharge any such mortgage, including and in respect of each such mortgage, a discharge of any assignment and non-disturbance agreement registered in connection with such mortgage, without limitation, Instruments 268778, 268779, 268780 and 268781 in the Register and Instrument No. LT438464 in the land registry office for the land titles division of Simcoe (#51).

**ARTICLE 18
INSURANCE**

18.1 Insurance.

OLG shall purchase and maintain throughout the term of this Agreement, insurance that complies with the requirements of Schedule 3. OLG shall provide to Rama any information concerning such insurance as may be reasonably requested by Rama. OLG shall comply with all laws related to Workers Compensation and shall from time to time produce certificates evidencing such compliance.

**ARTICLE 19
DESTRUCTION/EXPROPRIATION**

19.1 Destruction.

Subject to the terms of any agreement to the contrary, if all or substantially all of the Complex shall be destroyed by fire or other casualty during the Applicable Period, OLG by written notice to Rama given within 120 days after the occurrence of such event, may elect to rebuild or restore the Complex or replacement facility. If OLG does not so elect during such 120 day period, the proceeds of any Insurance shall be paid to Rama, except as such proceeds relate to assets owned by OLG pursuant to Section 17.1.

19.2 Expropriation.

If all or substantially all of the Complex is expropriated, this Agreement shall be deemed to be frustrated and the proceeds of compensation shall be distributed as follows:

- (a) Rama shall receive from the expropriation proceeds an amount that is equal to (i) the fair market value of the Complex

used for its highest and best use other than as a Casino, Hotel, Entertainment Centre and all businesses related to or ancillary to the operation of a Casino, Hotel and Entertainment Centre and (ii) the then present value of the Rama Fee (using an appropriate discount rate for the commercial real estate market at such time and using an annual Rama Fee that is equal to the average annual Rama Fee paid or payable over the preceding five years) for the remaining term of this Agreement (presuming the non-exercise of any extension options which had not already then been exercised and further presuming that this Agreement terminates on March 14, 2021 if the Rama Entities have not already satisfied the requirements in Subsection 3.1(a) or (b) of this Agreement). The Parties will use good faith efforts to agree to such fair market value, present value and discount rate within 30 Business Days of the expropriation proceeds being determined, failing which they shall jointly retain a member of a major accounting firm with expertise in real estate (the "**Real Estate Expert**") within a further 10 Business Days to determine such fair market value, present value and discount rate, failing which, upon notice given by any Party and no sooner than five Business Days from but no later than 10 Business Days from the date of such notice, any Party may apply to the Superior Court of Justice (Ontario) for the appointment of a Real Estate Expert. The Real Estate Expert shall promptly determine such fair market value, present value and discount rate within 30 Business Days of the Real Estate Expert's appointment. The costs of such Real Estate Expert shall be borne equally by OLG and Rama. Such Real Estate Expert's determination of fair market value, present value and discount rate shall be final and binding on the Parties, absent manifest error.

- (b) OLG shall receive the remainder of the expropriation proceeds.

ARTICLE 20

ENFORCEMENT PROVISIONS

20.1 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 this Agreement and a Party wishes to resolve such matter, then such Party shall provide notice to the other Parties of same. Where there is a Dispute, the Dispute shall, unless the Parties have determined to arbitrate the dispute in accordance with Section 20.2, be the subject of non-binding and without prejudice mediation by recourse to a Person or Persons generally recognized as having familiarity with and expertise in the matter which is the subject to the Dispute (an "**Expert**"), which, in the case of financial matters, shall be a member of a major accounting firm with experience in casino operations. Any Party may initiate such mediation by giving notice to the other Parties to that effect. Within 10 Business Days after the delivery of such notice, the Parties shall meet and attempt to appoint a single Expert for non-binding and without prejudice mediation of such Dispute. If the Parties are unable to agree on a single Expert within such 10 Business Day period then, upon notice given by any of them and within five Business Days of such notice, any Party may apply to a judge of the Superior Court of Justice (Ontario) for the appointment of an Expert. The Expert selected shall then promptly mediate the Dispute between the Parties and shall render its recommendation within 30 days of its appointment (the "**Mediation Period**"). The costs related to such mediation shall, in the absence of agreement between the Parties to the contrary, be borne equally by OLG and Rama. Each of the Parties agrees that it will use best efforts in engaging in any mediation and it will give substantial weight and due regard for the recommendation of the Expert. Notwithstanding the foregoing, following the Mediation Period, each of the Parties shall be entitled to seek resolution of such Dispute in accordance with its normal remedies and recourses available at law.

20.2 Arbitration.

The Parties agree to give good faith consideration on a case by case basis to arbitration of any Dispute as a means of resolution of same.

ARTICLE 21

ASSIGNMENT OF AGREEMENT

21.1 Assignment by OLG and the Rama Corporations.

Subject to the provisions of Section 11.3 respecting the assignment of revenue streams, OLG and the Rama Corporations may assign their rights and obligations under this Agreement in whole or in part (including the Rama Fee) by way of security or otherwise provided that (i) such assignment does not adversely affect the rights of the other or any Operator; (ii) the assignee, to the extent it assumes obligations hereunder, agrees to be bound by the terms hereof in a form satisfactory to the other; (iii) in the case of OLG, such assignment is to a Person that may lawfully conduct and manage the operation of the Casino; and (iv) in the case of Rama, such assignment is to a Person that has received the prior written consent of OLG as assignee, provided always that no assignment by any of the Rama Entities to such associated entities as may be necessary or desirable to implement a reorganization of relationships relating to interests in land on the Reserve for the purposes of the *First Nations Land Management Act*, S.C. 1999, c.24 shall require consent by OLG provided always that in each instance the assigning Rama Entity shall give OLG its continuing guarantee of the obligations of any relevant assignee.

21.2 Successors and Assigns.

Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

21.3 Remedies.

Any assignment, transfer, mortgage or other transaction by the Parties hereto in violation of the provisions of this Article 21 shall be null and void.

**ARTICLE 22
GENERAL PROVISIONS****22.1 Disclosure.**

Each of the Parties hereto acknowledges, agrees and consents to the disclosure of this Agreement as a matter of public record and further acknowledges and agrees that Applicable Law may require disclosure of information provided by any Party hereto to any Party or Parties hereto pursuant to or in connection with this Agreement. However, the Parties acknowledge and agree that information provided by any Party hereto to any other Party or Parties hereto pursuant to or in connection with this Agreement, including the Operating Policies (including all documents and correspondence relating to the negotiation hereof) may include trade secrets or scientific, technical, commercial, financial or labour relations information, supplied in confidence, disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of one or all of the Parties or result in undue loss to one or all of the Parties or undue gain to others. Further, such information may include information the disclosure of which could reasonably be expected to prejudice the economic interests of Rama, OLG or other Provincial government institutions or its or their competitive position and the proposed plans, policies or projects of Rama, OLG or other Provincial government institutions or the disclosure of which would reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a Person. Accordingly, except as may be required by Applicable Law, all such 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 employees, advisors and consultants as are required to have access to the same in order for the recipient Party to adequately use such information for the purposes for which it was furnished who shall be similarly bound to these provisions and, in the case of the Rama Entities, to Governmental Authorities or to their lenders in order to comply with financial disclosure requirements. The Parties agree that any lender of a loan related to the Complex approved by Rama and OLG shall be entitled to disclosure of such confidential information provided that any such lender enters into a confidentiality agreement acceptable to OLG and Rama.

22.2 Notices.

Any notice, demand, request, consent, agreement or approval which may be or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the Party for whom it is intended, or mailed by registered mail, return receipt requested or sent by facsimile transmission and in the case of:

- (a) OLG, addressed to it at:

4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8

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

- (b) any of the Rama Entities, addressed to it at:

Chief and Council
Chippewas of Rama First Nation

Suite 200
5884 Rama Road
Rama, Ontario
L0K 1T0

Telecopier: (705) 325-0879
Attention: Chief

or to such other address or in care of such other officers as a Party may from time to time advise to the other Parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally or by facsimile transmission shall be deemed to be the date of delivery thereof (if such day is a Business Day and if not, the next following Business Day), or if mailed as aforesaid, the date of delivery by a postal authority.

22.3 No Partnership or Joint Venture.

Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between the Parties, their successors and permitted assigns nor, to render any of them, the agent or other authorized representative of another for any purpose.

22.4 Modification and Changes.

This Agreement cannot be changed or modified except by another agreement in writing signed by the Parties sought to be charged therewith, or by their duly authorized agent(s).

22.5 Enforceability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable as written, such provision shall be enforced to the maximum extent permitted by Applicable Law.

22.6 Time of Essence; Extensions or Abridgements of Time.

Time shall in all respects be of the essence hereof. The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective counsel who are hereby expressly appointed in that regard.

22.7 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada and Rama First Nation applicable therein. In the event of a conflict of laws, the laws of the Province of Ontario shall prevail.

22.8 Submission to Jurisdiction: Waivers.

Each of the Parties irrevocably agrees that any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect thereof brought by any other Party hereto or its successors or assigns, may be brought and determined in the Superior Court of Justice (Ontario), and each of the Parties hereby irrevocably submits generally and unconditionally, to the nonexclusive jurisdiction of the aforesaid court; provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section 22.8 and shall not be deemed to be a general submission to the jurisdiction of said court or in the Province of Ontario other than for such purpose. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defence, counterclaim or otherwise in any action or proceeding with respect to this Agreement any claim that it is not personally subject to the jurisdiction of the above-named court for any reason other than the failure to serve process in accordance with this Section 22.8, that it is exempt or immune from jurisdiction of such court or from any legal process commenced in such court.

22.9 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.

22.10 Third Parties.

None of the rights or obligations hereunder of any Party shall enure to the benefit of or be enforceable by or against any party other than the Parties to this Agreement and their respective successors and permitted assigns.

22.11 Waivers.

Failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall not constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term and condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

22.12 Force Majeure.

Notwithstanding any other provision of this Agreement, if, by reason of Force Majeure, a Party is unable to perform in whole or in part its obligations under this Agreement, then in such event and only 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, so caused, shall not make such Party liable to any other, and any time period in which such obligation is to be performed shall be extended for such period of inability to perform. Any Party so affected shall use all reasonable commercial efforts to otherwise comply with its obligations hereunder.

22.13 **Approvals.**

Wherever the provisions of this Agreement contemplate an approval or consent of or to or a decision with respect to any action, person, firm, corporation, document or plan by any Party, this Agreement (unless the text hereof expressly states that such approval or consent may be arbitrarily or unreasonably withheld) shall be deemed to provide that:

- (a) such request for approval, consent or decision shall:
 - (i) clearly set forth the matter in respect of which such approval, consent or decision is being sought;
 - (ii) form the sole subject matter of the correspondence containing such request for approval, consent or decision; and
 - (iii) clearly state that such approval, consent or decision is being sought;
 otherwise such request shall be deemed never to have been made;
- (b) such approval, consent or decision shall be in writing; and
- (c) such approval, consent or decision shall not be unreasonably withheld or delayed.

22.14 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

22.15 **Inconsistency.**

(a) In the event of any inconsistency between (i) the terms set out in this Agreement that apply to the Parties between the date hereof and July 31, 2011 and (ii) the Development and Operating Agreement or the Casino Rama Revenue Agreement, such terms in this Agreement shall prevail to the extent of such inconsistency.

(b) As a result of the provisions of Article 3 of this Agreement, OLG agrees that it will not take any action against Rama pursuant to the last two sentences of Section 5.1 of the Development and Operating Agreement to cause Rama to use its best efforts to amend the Ground Lease to include the lands comprising Lot 101 or to have Lot 101 dedesignated and subsequently designated under the *Indian Act* (Canada).

(c) As a result of the Revolving Credit Agreement (as defined in the Development and Operating Agreement) having been terminated, OLG agrees that it will not exercise any right it has pursuant to Section 5.13 of the Development and Operating Agreement.

(d) OLG agrees that it will not exercise any right it may have pursuant to Section 5.15 of the Development and Operating Agreement to require Rama to transfer or grant any right or interest that Rama has in the Rama Road to the Corporation of the County of Simcoe.

22.16 **Best Efforts.**

- (a) The Parties acknowledge that:
 - (i) the effectiveness and enforceability of the Amended and Restated Complex Sublease against Casino Rama Inc. is dependent on the approval of Her Majesty the Queen in Right of Canada as required by the *Indian Act* (Canada);
 - (ii) the effectiveness and enforceability of this Agreement or any Material Agreement (that is being entered into, replaced or amended pursuant to this Agreement) against OLG is dependent on various approvals that must be obtained by OLG from the Province; and
 - (iii) the effectiveness and enforceability of the Amended and Restated Complex Sublease against Casino Rama Inc. or OLG and of the Replacement Retail Stores Licence against the Rama Entity that is licensee and OLG is subject, in each case, to obtaining the consent of the Operator.

Each of the Parties agrees to use its best efforts to obtain those approvals and consents as expeditiously as possible after the execution of this Agreement by it and to inform the other Parties in writing as soon as such approvals and consents have been obtained.

(b) If the ground lease from Her Majesty The Queen in Right of Canada in favour of 455457 Ontario Inc. underlying either the Administration Sublease or the New Warehouse Lease needs to be extended for a period to allow 455457 Ontario Inc. to enter into the leases provided for in the Agreement Re Administration Buildings Lease and the Agreement Re Warehouse Lease, respectively, Rama covenants and agrees to use best efforts to get any such extension from Her Majesty The Queen in Right of Canada prior to August 1, 2011.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed, all as of the day and year first above written.

ONTARIO LOTTERY AND GAMING CORPORATION

by _____
Name:
Title:

Name:
Title:

CHIPPEWAS OF RAMA FIRST NATION

by _____
Name:
Title:

CASINO RAMA INC.

by _____
Name:
Title:

455457 ONTARIO INC.

by _____
Name:
Title:

RAMA ACCESS INC.

by _____
Name:
Title:

For purposes only of being subject to the obligations and being entitled to the rights as set out in Article 14 and Section 15.2 of this Agreement, the Province has executed or caused this Agreement to be executed, all as of the day and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

by _____
Name:
Title:

Name:
Title:

SCHEDULE 1**DESCRIPTION OF COMPLEX LANDS**Complex Sublease Lands:

Lots 98, 102 and 105 CLSR Plan 78406

Permits:

1. Permit 241187 made May 6, 1996 between Her Majesty the Queen in Right of Canada as permittor and Rama Access Inc. as permittee respecting Lot 101 CLSR Plan 78406.
2. Permit 241188 made May 6, 1996 between Her Majesty the Queen in Right of Canada as permittor and Rama Access Inc. as permittee respecting Lots 103 and 104 CLSR Plan 78406.
3. Permit 283929 made as of August 1, 2000 between Her Majesty the Queen in Right of Canada as permittor and Casino Rama Inc. as permittee respecting Lot 122 CLSR Plan 83864.
4. Permit 283932 made as of August 1, 2000 between Her Majesty the Queen in Right of Canada as permittor and Casino Rama Inc. as permittee respecting Lot 107 CLSR Plan 80801, Lot 121 CLSR Plan 83863 and Lot 99-1 CLSR Plan 83864.

Other Leased Lands:

1. Lot 31-8, CLSR Plan 79146, being the lands on which the space in the buildings leased under the Administration Subleases are located.
2. Lot 106, CLSR Plan 78406, being the lands on which the space in the building leased under the New Warehouse Lease are located.
3. Part 1 on Plan 51R-29344, being the lands leased under the Railway Lands Lease.

SCHEDULE 2

DRAFT CASINO RAMA POLICE SERVICES AGREEMENT

Casino Rama Police Services Agreement

THIS AGREEMENT made in triplicate this ____ day of ____, 2008

BETWEEN

Chippewas of Rama First Nation

("Rama")

- and -

CHC Casinos Canada Ltd.

("Operator")

- and -

Ontario Lottery and Gaming

("OLG")

Whereas:

- a) The parties hereto among others have entered into a certain Development and Operating Agreement (“DOA”) made the 18th day of March 1996 and amended as of April 15, 1996 and June 12, 2000;
- b) It is a term of that agreement that Rama and the Operator shall arrange for proper policing, security, and law enforcement services to ensure the safety of customers, personnel, monies and property of the Complex;
- c) The costs of any policing, security, and law enforcement services shall be included as an Operating Expense of the Complex as that term is defined in the DOA;
- d) The Operator and OLG wish to retain the services of the Rama Police Service to provide Police Services to the Complex as such services are defined herein;
- e) Rama has agreed to provide these services subject to the terms and conditions set out in this Agreement.

IN CONSIDERATION of the covenants and agreements hereinunder contained, the parties covenant and agree that:

1. **Definitions**

1.1 In this Agreement:

“**Annual Budget**” means the budget for Police Services prepared annually by Rama setting forth the anticipated Operating Expenses and Capital Costs for Police Services provided under the terms of this Agreement;

“**Agreement**” means this Casino Rama Police Services Agreement as amended, modified or supplemented from time to time;

“**Applicable Law**” means the statutes, regulations, and common law of the Province of Ontario and the federal statutes, regulations, and common law of Canada applicable and, for greater certainty, includes constitutional law of Canada.

“**Capital Costs**” means for any period the acquiring of assets for the Police Services that includes the cost in excess of \$1,000 that are incurred on the purchase of land, buildings, vehicles, furniture and fixtures, computers, software, equipment necessary for the rendering of Police Services.

“**Chief of Police**” means the person hired by the Rama Police Board from time to time to oversee the operation of the Rama Police Service.

“**Complex**” means the Complex lands and all improvements thereon.

“**Complex Lands**” means the lands described in Schedule 1 hereto.

“**CPI**” means the Consumer Price Index for Ontario prepared by Statistics Canada.

“**DOA**” means the Amended and Restated Development and Operating Agreement dated March 18, 1996 as amended by agreements dated April 1, 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;

“**Fiscal Year**” means the fiscal year commencing on April 1st in a calendar year and ending on March 31st of the following calendar year;

“**Gross Revenues**” means for any period the aggregate of all the cash receipts of the of the Complex from any source whatsoever including the sale or exchange of Complex assets, including bank accounts, insurance recoveries, operations, purchasing, rebates, litigation recoveries, tax rebates or recoveries and condemnation awards.

“**Operating Expenses**” means for any period, the aggregate, without duplication of all expenses

“**Parties**” means the parties to this agreement;

“**Police Services**” means the carrying out by the Rama Police Service of the following duties and responsibilities in accordance with the Police Service Act R.S.O, 1990, Chapter P.15, Section 4, subsection 2, the policies and procedures of the Rama Police Service:

“**Police Service Facility**” means the building of approximately 10,000 square feet housing the

“**Police Officer**” means an individual qualified to carry out the duties and responsibilities of a police officer as defined in the Police Services Act, R.S.O. 1990.

“**Rama Police Services Board**” means the Board established by the Rama First Nation through Band Council Resolution 2003-2004-3268 whose responsibility is to govern the activities of the Rama Police Service.

“**Rama Police Service**” means the police service established under the authority of the Rama Police Services Board in accordance with its governing responsibilities.

2. Provision of Police Services

2.1 Rama First Nation shall cause the Rama Police Services Board to provide adequate and effective Police Services in accordance with the law enforcement and security needs of the Complex and in compliance with the terms and conditions of this Agreement.

2.2 The Rama Police Service shall respond promptly and professionally 24 hours a day and 7 days a week to all calls for assistance, all incidents and all emergencies related to the law enforcement and security needs of the Complex.

2.2 From the Gross Receipts of the Complex the Operator shall pay for the Police Services provided under the terms and conditions of this Agreement.

2.3 The Board shall advise the Operator directly or through the Chief of Police regarding the provision of Police Services in relation to the Complex and may generally determine priorities in respect of Police Services at the Complex in accordance with this Agreement, Applicable Law, and other policies and guidelines effecting the operation of the Rama Police Services.

3. **Service Levels**

3.1 For the purpose of providing Police Services to the Complex, Rama Police Service shall make available [12] fully trained and certified Police Officers as set out in Schedule “ ”.

3.2 For the purposes of providing civilian support related to the provision of Police Services to the Complex, the Rama Police Service shall make available [2.5] support staff.

3.3 The parties shall meet annually to review the service levels set out in Schedule “ ”, and by mutual agreement may agree to modify, supplement, or reduce such service levels based on the demand for Police Services at the Complex, visitation levels at the Complex, legislative or regulatory changes related to the provision of Police Services, and such other factors as the parties may determine from time to time.

3.4 In order to assist the discussion contemplated in Section 3.3, the Chief of Police shall deliver on a quarterly basis in a form to be agreed to by the Parties a report summarizing certain statistical information with respect to Police Services provided to the Complex.

4. **Equipment and Facilities**

4.1 Rama shall insure the provision of all vehicles and equipment reasonably necessary and appropriate for the use of the Rama Police Service in providing Police Services to the Complex.

4.2 Rama shall make available a Police Service Facility of such size and design that adequately meets the needs and accommodation requirements of the human resources complement contemplated under this Agreement including facilities for the safe and secure processing and detention of persons arrested and detained. Rama shall be responsible for providing suitable furniture and ancillary equipment for the Police Service Facility and shall insure that sufficient parking space for both police and employee vehicles is provided.

5. **Cost of Police Services**

5.1 Rama shall, not less than 60 days and not more than 75 days in advance of each Fiscal Year submit to the Operator and OLG for approval an Annual Budget for the cost of Police Services for the Complex for that Fiscal Year together with sufficient documentation and information reasonably necessary to explain and support the service levels, the adequacy and need for equipment and supplies, and all other matters affecting the Annual Budget.

5.2 Following submission of the Annual Budget and in advance of approval of the Annual Budget, the parties shall meet to for a discussion thereof including a comparison with the previous year's expenditures and results.

5.3 Each Annual Budget shall be subject to the written approval of the Operator and OLG. If either the Operator or OLG fail to approve any proposed Annual Budget in writing within thirty (30) days after the meeting of the parties referred to in Section 5.3, or to submit its written objections to Rama within such period, then such Party shall be deemed to have approved the same. If any Party objects to all or certain portions of the Annual Budget:

i) If the objection is to the entire Annual Budget, then unless and until the objection is resolved, the Annual Budget for that year shall be the Annual Budget for the previous year increased only by inflation determined in accordance with the change in the CPI for the latest twelve (12) month period.

ii) If the objection relates to a portion of the Annual Budget then the undisputed portions of the budget shall be deemed to have been approved and the corresponding item in the Annual Budget for the previous year increased only by inflation determined in accordance with the change in the CPI for the latest twelve (12) month period shall apply to the disputed portion of the Annual Budget unless and until the disputed portion is resolved.

5.4 Rama, the Operator and OLG shall negotiate in good faith to resolve any objection to the Annual Budget with a view to resolving such objection no later than the 31st day of May in the year to which such objection relates.

5.5 The Operator or OLG out of the Gross Revenues of the Complex shall make _____ payments to Rama for Police Services based on a Statement of Expenditures for that _____ and in accordance with the Annual Budget for the Fiscal Year to which the expenses relate. The Operator or OLG shall make such payments to Rama within 30 days of receipt of such Statement of Expenditures.

5.6 Notwithstanding anything in this Agreement, Rama agrees that the total amount of money paid by the Operator for Police Services in respect of any Fiscal Year shall not exceed the Annual Budget for that year whether approved by the Operator and OLG or not unless the costs and expenses exceeding the Annual Budget have been incurred due to:

i) an emergency where the area of the emergency includes the whole or any part of the Complex and an emergency has been declared under the Emergency Management and Civil Protection Act, R.S.O. 1990 and all contributions from any federal or provincial government sources which may be reasonably expected have been accounted for.

ii) compliance with any laws, by-laws, or regulations which became applicable.

iii) the implementation of any award under arbitration or any other judgment, tribunal or commission in respect of any wages, benefits or other related matters except those where a finding of negligence or liability due to an act or omission has been found against Rama.

iv) any other matters which require the provision of Police Services at or pertaining to the Complex and which were beyond the normal control of Rama, the Police Board, and the Rama Police Service and which were unforeseeable at the time of the approval of the Annual Budget.

6. **Reporting**

6.1 Rama shall prepare financial statements of the Operating and Capital Expenses for Police services for each Fiscal Year and such financial statements shall:

i) be audited by an independent auditor; and

ii) a copy of such audited financial statements shall be delivered to the Operator and OLG within 120 days of the end of each Fiscal Year during the term of this Agreement.

7. **Term and Termination**

7.1 [Subject to Section 7.2 the term of this Agreement shall be from the ____ day of ____, 200_ until the 31st day of July, 2011. In the event that the Development and Operating Agreement is extended or in the alternative another agreement that provides for the continued operation of Casino Rama beyond July 31, 2011 is entered into then Parties shall have the option of extending this Agreement for the period of the extension of the Development and Operating Agreement or the alternative agreement on the same or terms and conditions or amended as agreed by the Parties].

7.2 Subject to Section 7.3, this Agreement may be terminated by any Party upon giving at least six (6) months notice in writing to each of the Parties to this Agreement.

7.3 Notice of termination by the Operator may only be given with the approval in writing of OLG to provide such notice.

8. **General Provisions**

8.1 Rama First Nation shall arrange for all property, damage, and liability insurance (as approved in writing by OLG and the Operator) to be purchased and maintained throughout the term of this Agreement.

8.2 The parties agree that no action or other proceeding for damages may be instituted against a member of Council or any employee of the Council for any act done in good faith in the execution or intended execution of the person's duty or obligations or for any alleged neglect or default in the execution in good faith of the person's power, duty or obligation under this Agreement.

8.3 The parties agree to use their reasonable good faith efforts to settle any claim, controversy or dispute contemplated by or arising out of or in connection with this Agreement. Where there is a dispute, the parties agree to resolve the dispute in accordance with Article 14 of the Original Development and Operating Agreement.

8.4 Any notice, demand, request, consent, agreement, approval, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given if (i) delivered personally (ii) sent by prepaid courier service or mail; or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

- (i) If to Rama First Nation, to:

Chippewas of Rama First Nation
Suite 200
5884 Rama Road
Rama, Ontario
L0K 1T0
Attention: Chief and Council

Fax (705) 325-0879

- (ii) If to OLG, to:

4120 Yonge Street
Suite 420
Toronto Ontario
M2P 2B8
Attention: Chief Executive Officer

Fax: (416) 224-7000

- (iii) If to the Operator, to:

CHC Casinos Canada
Casino Rama
Attention: Harry Oshanski

Fax (705)-329-

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual, or apprehended disruption of postal services.

8.5 This Agreement may not be modified or amended except by another instrument in writing signed by the parties hereto.

8.6 The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.

8.7 This agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.8 No failure of any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term and condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived except by written instrument signed by the party granting the waiver. No waiver of any breach shall affect or alter this agreement, but each and every covenant, agreement, term and condition of this agreement shall continue in force and effect with respect to any other then-existing or subsequent breach thereof.

8.9 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.

IN WITNESS WHEREOF the parties hereto have executed or caused this agreement to be executed, all as of the day and year first above written.

The Chippewas of Rama First Nation

by: _____

Name:

Sharon Stinson Henry

Title:

Chief

***Ontario Lottery and
Gaming Corporation***

CHC Casinos Canada Limited

by: _____

Name: Kelly McDougald

Title: Chief Executive Officer

by: _____

Name: Harry Oshanski

Title: President/CEO - Casino Rama

SCHEDULE 3**INSURANCE**

All policies shall name OLG as the named insured and the Operator (if any), Rama and the Rama Corporations as additional insureds, as their interests may appear and shall comprise coverage in respect of the lands and Improvements subject to the:

- (c) Complex Sublease;
- (d) Permits;
- (e) Administration Subleases;
- (f) New Warehouse Lease;
- (g) Railway Lands Lease;
- (h) Employee Parking Lot; and
- (i) such other lands and Improvements as may become part of the Complex, from time to time,

and as the above-referenced documents may be extended, modified or replaced, from time to time; but, for greater certainty, shall not comprise coverage in respect of the Community Facilities, the Off-Site Infrastructure Facilities (other than the off-site parking integrated with the Complex), the GED Training Centre or those insurance coverages required to be maintained by the Rama Entity that is licensee pursuant to the Retail Stores Licence.

Each such policy shall contain a waiver by the insurer of the rights of recourse or subrogation by the insurer against the Operator (if any), OLG, Rama, the Rama Corporations and DIAND.

All insurance shall be in such form and with such companies as shall be satisfactory to OLG. The policies shall specify that they are primary and if any other policies of insurance are determined to apply to any claim, such other policy coverages shall be deemed to be in excess of the policies purchased pursuant to this Agreement. All policies shall provide for a minimum of ninety (90) days notice of cancellation or non-renewal.

All insurance policies shall be written by insurers acceptable to OLG and that have an A.M. Best rating of A- or higher.

All insurers shall be authorized to do business in the Province of Ontario and shall have demonstrated an ability and a ready willingness to defend and settle claims or actions brought in jurisdictions other than the Province of Ontario.

A. Property Insurance

OLG will maintain "All Risk of Loss" Property Insurance with limits equal to the full "Replacement Cost" of the structures insured. The policy shall contain terms and conditions consistent with industry standards. Such insurance shall also extend to all property of every description contained within or associated with the structure. In addition, flood, earthquake and/or other special perils and hazards are to be insured where reasonable and with limits in accordance with industry norms and standards. Deductibles will be the direct responsibility of OLG and the amount of any deductibles will be determined by OLG. OLG will provide written notice to Rama within thirty (30) days of any increase in deductibles to an amount greater than two hundred and fifty thousand dollars (\$250,000 Canadian).

In addition, the policy shall be endorsed to provide protection for "Increased Cost of Construction Due to by Laws".

B. Boiler and Machinery

OLG will maintain insurance on a comprehensive form for the full value of all boiler and machinery equipment including air conditioning equipment and shall include all piping, valves, pressure tanks, hoses, liens and related apparatus and shall include coverage "on-site", "in transit" and "testing".

C. Loss of Income Insurance

OLG will maintain Business Income insurance, written on a "Profits" form or its equivalent. Recovery under the policy will be equal to the projected profits for a period of not less than twelve (12) months and include terms and conditions consistent with a standard "Profits" form. In the event of a claim on this insurance, the Rama Fee payable by OLG to Rama shall be the greater of: (i) 1.9% (one and nineteenth per cent) of the Gross Revenues that form the basis of the amount of profits paid by the insurer under the Business Income insurance; and

(ii) the \$5.5 million dollar (\$5,500,000) annual minimum calculated on a *pro rata* basis for the time period in respect of which the Business Loss insurance is paid.

D. General Liability Insurance

OLG will maintain Comprehensive General Liability Insurance with terms and conditions no less restrictive than is customary for similar operations. OLG, the Operator (if any), Rama and the Rama Corporations shall be included as named insureds as their interests may appear. Such policy shall have a minimum fifty million dollar (\$50,000,000 Canadian) per occurrence limit of liability and extend to include, as a minimum, the following protections:

- (a) premises and operations;
- (b) personal injury liability;
- (c) medical coverage;
- (d) contractual liability for all written or oral agreements;
- (e) independent contractors' liability;
- (f) elevator liability;
- (g) liquor liability (with limits no less than \$5 million);
- (h) employee benefit liability;
- (i) employees included as additional insureds; and
- (j) cross liability/severability of interest clause.

In addition, the Comprehensive General Liability Insurance shall designate as an additional insured as her interests may appear the Queen in right of Canada as represented by the Minister of Indian Affairs and Northern Development ("DIAND").

E. Automobile Liability Insurance

OLG shall maintain automobile liability insurance providing bodily injury and property damage liability protection for all owned, non-owned, hired and borrowed vehicles. The terms of the insurance shall include as a minimum:

- (a) no fault or other similar benefits required by applicable law;
- (b) uninsured/underinsured motorists coverage; and
- (c) medical payments coverage.

Basic policy limits shall be no less than two million dollars (\$2,000,000 Canadian) per occurrence with similar limits applying to uninsured/underinsured drivers. Medical payments coverage shall be at least five thousand dollars (\$5,000 Canadian) each person per accident. Applicable no-fault benefits shall be at least equal to those required by law.

F. Crime Insurance

OLG will maintain insurance coverage for money, securities, and other property for loss inside and outside the premises including transportation by messenger, in an amount of at least ten million dollars (\$10,000,000 Canadian) each loss. Coverage should include Depositor's Forgery, Counterfeit Currency and other such coverages as may be viewed reasonable by OLG.

Employee Dishonesty coverage shall also be maintained by OLG with limits of no less than one million dollars (\$1,000,000 Canadian) each loss providing coverage for all employees having access to money, securities and other property.

G. Other Coverages

OLG will maintain such other coverages in respect of such other risks against which it is now, or hereafter may be, customary to insure in the operation of similar properties, including without limitation any insurance required by the Ground Lease.

SCHEDULE 4**OFF-SITE ROAD AND RELATED IMPROVEMENTS**

1. The Intersection of County Road 44 and Highway 12
 - Dedicated southbound right-hand turn lane
 - Signalization improvements
2. Highway 12 and Atherley Road Intersection
 - Signalization
 - Turn lane improvements
3. Casino Entrance at Country Line Road #44
 - Northbound right-hand turn lane
 - Resurfacing of roadway
 - Signalization

SCHEDULE 5

SURROUNDING LANDS

Map Number	PIN	Street	Owner	Purchased From/Description	Area m2	Acres	Sale price	Purchase Date
98	585660069	50 Jamieson Dr. OroMedonte	WEAT PARKING INC	Parking Lot	19,804	4.9	175,000	28/02/2007
98	585660073	18 Paterson Dr. OroMedonte	WEAT PARKING INC	Parking Lot	12,125	3.0	175,000	28/02/2007
AD1	586960007	5819 Rama Rd	2008795 ONTARIO INC.	1558314 Ontario Inc.	890	0.2	165,000	29/08/2008
99	631060206	Black River Road	2008795 ONTARIO INC.	Dalton TWP Donald Adamson & Tania	250,988	62.0	100,000	18/02/2002
99	631060207	Black River Road	2008795 ONTARIO INC.	Dalton	854,801	211.2		18/02/2002
99	631060208	Black River Road	2008796 ONTARIO INC.	Dalton	428,409	105.9	325,000	31/01/2002
99	631060209	Black River Road	2008796 ONTARIO INC.	Dalton	295,973	73.1		31/01/2002
99	631060210	Black River Road	2008796 ONTARIO INC.	Dalton	709,962	175.4		31/01/2002
99	631060211	Black River Road	2008796 ONTARIO INC.	Dalton	414,140	102.3		31/01/2002
31	740160029	6526 County Rd. 169	2008795 ONTARIO INC.	Carrick	1,804,937	446.0	1,250,000	16/08/1994
31	???	6489 Con 3	2008795 ONTARIO INC.	Carrick 434802000209300				July 31, 2003
36A	740180002	6189 RAMA RD	2008795 ONTARIO INC.	Jamieson Turkey Farm	267,980	66.2	450,000	24/10/1997
36B	740180011	Rail Bed North of Benson	THE CHIPPEWAS OF MNJIKANING (F)	CN Bed.nson to Airport R	29,534	7.3	5,001	01/11/1999
33B	740180012	7258 Benson Rd	RAMA MNJIKANING FIRST NATION	McPhee and Slawich (school)	4,307	1.1	173,000	11/01/2008
AD2	740180019	5793 Rama Rd	2008795 ONTARIO INC.	Sharpe Walter & Lynda	4,012	1.0	515,000	14/11/2008
14	740180021	5733 RAMA RD	WEAT PARKING INC	HALL, EUGENE EST and PHYLLIS	45,332	11.2	800,000	16/02/2007
14	740180022	4156 RAMAMARA BOUND	WEAT PARKING INC	Hall Phyllis	21,467	5.3		16/02/2007
33A	740180033	6984 BENSON SIDEROAD	2008796 ONTARIO INC.	SNACHE, NANCY; STINSON, NORMAN;	70,234	17.4	300,000	01/03/2006
36C	740180040	Rail Bed South of Benson	THE CHIPPEWAS OF MNJIKANING (F)	CN Benson south width of Casino	9,772	2.4	5,001	01/11/1999
5B	740180041	7203 CONCESSION 2	2008795 ONTARIO INC.	STINSON, FLORA NORINE; STINSON, PAUL J.	5,572	1.4	169,000	23/08/2005
5C	740180042	7191 BENSON SIDEROAD	2008796 ONTARIO INC.	House Lot	5,572	1.4	170,000	28/02/2006
5	740180043	PT LOT 24 CON 1 RAMA	2126262 ONTARIO INC	BOURNE, TJMOTHY and MATTHEW	390,856	96.6	600,000	31/07/2008
18	740180044	3846 MARA/RAMA BND	THE CHIPPEWAS OF MNJIKANING (RAMA) FIRST NATION		397,583	98.2	202,000	30/04/1999
6	740180046	7025 BENSON RD	2008795 ONTARIO INC.	MACDONALD, DONALD ROBERT	792,056	195.7	2,500,000	16/01/2009
8	740180049	6937 CON RD 2	2008796 ONTARIO INC.	HEAVENER, JOHN and ETHEL MARION	201,576	49.8	285,000	01/12/2008
16	740180060	5601 RAMA RD	2008796 ONTARIO INC.	FERN RESORT LIMITED	137,759	34.0	3,450,000	03/11/2008
AD4	740180061	5571 RAMA RD	CHIPPEWAS OF MNJIKANING FIRST	Vacant Lot	1,108	0.3	22,996	19/07/1996
AD3	740180062	5565 Rama Rd	2008795 ONTARIO INC.	Donald Adamson & Tania Next to vacant lot	1,124	0.3	162,000	03/10/2008
16	740180066	5601 RAMA RD	2008796 ONTARIO INC.	FERN RESORT LIMITED	292,866	72.4		03/11/2008
16	740180076	5495 RAMA RD	2008796 ONTARIO INC.	FERN RESORT LIMITED	100,983	25.0		03/11/2008
15	740180123	RAMA/MARA BOUND RD	WEAT PARKING INC	Bow Tie 33 acres	134,002	33.1	1,000,000	01/02/2007
				TOTAL		1,910.2	13,083,998	

Map Number	PDN	Street	Owner	Purchased From/Description	Area m2	Acres	Sale price	Purchase Date
98	585660069	50 Jamieson Dr. OroMedonte	WEAT PARKING INC	Parking Lot	19,804	4.9	175,000	28/02/2007
98	585660073	18 Paterson Dr. OroMedonte	WEAT PARKING INC	Parking Lot	12,125	3.0	175,000	28/02/2007
98	586920053	5516 HWY 12 Ramara	1157397 ONTARIO LTD.	Parking Lot	24,619	6.1	85,000	29/05/1996
ADI	586960007	5819 Rama Rd	2008795 ONTARIO INC.	1558314 Ontario Inc.	890	0.2	165,000	29/08/2008
99	631060206	Black River Road	2008795 ONTARIO INC.	Dalton TWP Donald Adamson & Tania	250,988	62.0	100,000	18/02/2002
99	631060207	Black River Road	2008795 ONTARIO INC.	Dalton	854,801	211.2		18/02/2002
99	631060208	Black River Road	2008796 ONTARIO INC.	Dalton	428,409	105.9	325,000	31/01/2002
99	631060209	Black River Road	2008796 ONTARIO INC.	Dalton	295,973	73.1		31/01/2002
99	631060210	Black River Road	2008796 ONTARIO INC.	Dalton	709,962	175.4		31/01/2002
99	631060211	Black River Road	2008796 ONTARIO INC.	Dalton	414,140	102.3		31/01/2002
31	740160029	6526 County Rd. 169	2008795 ONTARIO INC.	Carrick	1,804,937	446.0	1,250,000	16/08/1994
31	???	6489 Cen 3	2008795 ONTARIO INC.	Carrick 434802000209300				July 34, 2003
36A	740180002	6189 RAMA RD	2008795 ONTARIO INC.	Jamieson Turkey Farm	267,980	66.2	450,000	24/10/1997
36B	740180011	Rail Bed North of Benson	THE CHIPPEWAS OF MNJIKANING	CN Bed.nson to Airport R	29,534	7.3	5,001	01/11/1999
33B	740180012	7258 Benson Rd	RAMA MNJIKANING FIRST NATION	McPhee and Slawich (school)	4,307	1.1	173,000	11/01/2008
AD2	740180019	5793 Rama Rd	2008795 ONTARIO INC.	Sharpe Walter & Lynda	4,012	1.0	515,000	14/11/2008
14	740180021	5733 RAMA RD	WEAT PARKING INC	HALL, EUGENE EST and PHYLLIS	45,332	11.2	800,000	16/02/2007
14	740180022	4156 RAMAMARA BOUND	WEAT PARKING INC	Hall Phyllis	21,467	5.3		16/02/2007
33A	740180033	6984 BENSON SIDEROAD	2008796 ONTARIO INC.	SNACHE, NANCY; STINSON, NORMAN;	70,234	17.4	300,000	01/03/2006
36C	740180040	Rail Bed South of Benson	THE CHIPPEWAS OF MNJIKANING	CN Benson south width of Casino	9,772	2.4	5,001	01/11/1999
5B	740180041	7203 CONCESSION 2	2008795 ONTARIO INC.	STINSON, FLORA NORINE; STINSON, PAUL J	5,572	1.4	169,000	23/08/2005
5C	740180042	7191 BENSON SIDEROAD	2008796 ONTARIO INC.	House Lot	5,572	1.4	170,000	28/02/2006
5	740180043	PT LOT 24 CON 1 RAMA	2126262 ONTARIO INC	BOURNE, TIMOTHY and MATTHEW	390,856	96.6	600,000	31/07/2008
18	740180044	3846 MARA/RAMA BND	THE CHIPPEWAS OF MNJIKANING (RAMA) FIRST NATION		397,583	98.2	202,000	30/04/1999
6	740180046	7025 BENSON RD	2008795 ONTARIO INC.	MACDONALD, DONALD ROBERT	792,056	195.7	2,300,000	16/01/2009
8	740180049	6937 CON RD 2	2008796 ONTARIO INC.	HEAVENER, JOHN and ETHEL MARION	201,576	49.8	285,000	01/12/2008
16	740180060	5601 RAMA RD	2008796 ONTARIO INC.	FERN RESORT LIMITED	137,759	34.0	3,450,000	03/11/2008
AD4	740180061	5571 RAMA RD	CHIPPEWAS OF MNJIKANING FIRST	Vacant Lot	1,108	0.3	22,996	19/07/1996
AD3	740180062	5565 Rama Rd	2008795 ONTARIO INC.	Donald Adamson & Tania Next to vacant lot	1,124	0.3	162,000	03/10/2008
16	740180066	5601 RAMA RD	2008796 ONTARIO INC.	FERN RESORT LIMITED	292,866	72.4		03/11/2008
16	740180076	5495 RAMA RD	2008796 ONTARIO INC.	FERN RESORT LIMITED	100,983	25.0		03/11/2008
15	740180123	RAMA/MARA BOUND RD	WEAT PARKING INC	Bow Tie 33 acres	134,002	33.1	1,000,000	01/02/2007
				TOTAL			1,910.2	13,083,998

SCHEDULE 6

AGREEMENT RE RAILWAY LANDS LEASE

THIS AGREEMENT made as of the 17th day of July, 2009,

BETWEEN:

**CHIPPEWAS OF RAMA FIRST NATION,
also known as CHIPPEWAS OF MNJIKANING FIRST NATION,**
(hereinafter referred to as the “**Lessor**”)

- and -

ONTARIO LOTTERY AND GAMING CORPORATION,
(hereinafter referred to as the “**Lessee**”)

WHEREAS pursuant to a lease (the “**Existing Railway Lease**”) made as of August 1, 2000, a copy of which is attached hereto as Schedule A, the Lessor, as landlord, leased certain lands to the Lessee, as tenant, for a term expiring March 13, 2021;

AND WHEREAS the Lessor and the Lessee (collectively, the “**Parties**”) have agreed to amend the Existing Railway Lease with effect on August 1, 2011 on the terms and conditions set forth herein;

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties hereby covenant and agree as follows;

1. **Lease Definitions**

Unless otherwise defined herein, or unless there is something in the subject matter or context inconsistent therewith, the capitalized words and terms used in this Agreement have those meanings ascribed to them in the Existing Railway Lease.

2. **Other Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) “**Agreement**” means this agreement as amended, modified or supplemented from time to time.
- (b) “**Post-2011 Contract**” means the agreement made on July 17, 2009 between, amongst others, the Lessor and the Lessee with respect to, inter alia, the casino complex known as “Casino Rama”, as the same may be amended, modified, supplemented or replaced from time to time.

3. **Agreement to Amend**

The Lessor and the Lessee hereby agree to enter into an amendment agreement with respect to the Existing Railway Lease containing those amendments specified in Section 4 hereof, with effect from 12:01 a.m. on August 1, 2011.

4. **Amendments to Existing Railway Lease**

The Existing Railway Lease shall be amended as follows:

- (a) Section 1 of the Existing Railway Lease shall be amended by adding the following defined term:
 - ““**Post-2011 Contract**” means the agreement made on July 17, 2009 between, amongst others, the Lessor and the Lessee with respect to, inter alia, the casino complex known as “Casino Rama”, as the same may be amended, modified, supplemented or replaced from time to time.”;
- (b) The Lessee shall pay, when due and payable under the Existing Railway Lease, the rent set forth in Section 3 of the Existing Railway Lease, subject to any upward adjustment pursuant to Section 3 of the Existing Railway Lease.

- (c) The Lessee shall pay, when due and payable, all costs, expenses and amounts relating to those matters set forth in the following Sections of the Existing Railway Lease which up until July 31, 2011 would have constituted Operating Expenses (as defined in the Operating Agreement):
- Section 5(a) – Utilities
 - Section 8 – State of Repair
 - Section 9 – Payment of Taxes
 - Section 14 – Liability for Remedial Action
 - Section 15 – Insurance (provided that the only insurance required to be obtained and maintained by the Lessee under the Existing Railway Lease shall be that insurance specified in the Post-2011 Contract)
- (d) The Lessee shall, at its cost, observe and perform all of the obligations and satisfy all of the requirements relating to those matters set forth in the following Sections of the Existing Railway Lease:
- Section 13 – Mitigation of Environmental Impact
 - Section 14 – Liability for Remedial Action
 - Section 16 – Fences
 - Section 17 – Sidewalks
 - Section 21 – Rubbish
- (e) Section 6 of the Existing Railway Lease shall be amended by deleting from the first line thereof the words “to the terms and conditions of the Operating Agreement and”.
- (f) Sections 10 and 26 of the Existing Railway Lease shall be amended by deleting “Operating Agreement” where it appears and substituting “Post-2011 Contract”.
- (g) Section 30 of the Existing Railway Lease shall be deleted and the following substituted:
- “Surrender of Lands: At the expiration of the Term, the Lessee shall peaceably surrender and yield up unto the Lessor, the Lands and subject to the remainder of this Section 30, all Improvements. If required by notice in writing from the Lessor to the Lessee delivered on or prior to 11:59 p.m. on March 13, 2021, the Lessor may direct the Lessee, in writing, to remove all Improvements erected, constructed and placed therein and thereon, whereupon such removal shall be done within 180 days from the date of such direction and at the expense of the Lessee, and in a manner satisfactory to the Lessor. If the Lessee removes the Improvements erected, constructed and placed therein and thereon pursuant to the Lessor’s direction, the Lessee shall clean up and leave the Lands in a condition satisfactory to the Lessor and if the Lessee does not clean up the Lands or remove all Improvements therefrom to the satisfaction of the Lessor, the Lessor may take whatever steps are necessary to remove any and all Improvements not removed and clean up the Lands, and the Lessee shall be liable for the costs thereof and the same may be collected in the same manner as other debts due to the Lessor, and the Lessee shall pay such costs forthwith upon receipt of a demand therefor in writing from the Lessor.”
- (h) Section 34 of the Existing Railway Lease shall be amended by adding the following as new paragraph (d):
- “Notwithstanding the foregoing, the Lessor and the Lessee acknowledge and agree that any dispute referred to in this Section 34 shall constitute a "Dispute" within the meaning set forth in Section 20.1 of the Post-2011 Contract and that they shall, prior to resorting to arbitration in accordance with this Section 34, attempt to resolve such dispute by mediation in accordance with Section 20.1 of the Post-2011 Contract, *mutatis mutandis*.”
- (i) Section 37 of the Existing Railway Lease shall be amended by deleting from paragraph (b) thereof all information set forth after “with a copy to:”.
- (j) Section 40 of the Existing Railway Lease shall be amended by deleting “Operating Agreement” where it appears and substituting “Post-2011 Contract”, and by deleting the last sentence therein.

5. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto agree that they will attorn to the non-exclusive jurisdiction of the courts of Ontario.

6. **Severability**

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7. **Further Assurances**

Each of the Parties shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to this Agreement.

8. **Obligations as Covenants**

Each agreement and obligation of any of the Parties hereto in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.

9. **Time**

Time shall be of the essence in this Agreement.

10. **Successors and Assigns**

All of the covenants and agreements in this Agreement shall be binding upon the Parties and their respective successors and assigns and shall enure to the benefit of and be enforceable by the Parties and their respective successors and their permitted assigns pursuant to the terms and conditions of the Post-2011 Contract.

11. **Counterparts; Facsimile Delivery**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts of this Agreement may be executed either in original or faxed form and the Parties shall adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided however, that any Party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

**CHIPPEWAS OF RAMA FIRST
NATION**

by _____
Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

ONTARIO LOTTERY AND GAMING CORPORATION

by _____
Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE A
EXISTING RAILWAY LEASE

(former CN railway lands)

LEASE

This is a Lease made as of the 1st day of August, 2000

B E T W E E N

CHIPPEWAS OF MNJIKANING (RAMA) FIRST NATION

(hereinafter referred to as the "Lessor")

OF THE FIRST PART

- and -

ONTARIO LOTTERY AND GAMING CORPORATION

(hereinafter referred to as the "Lessee")

OF THE SECOND PART

For valuable consideration, the Lessor and the Lessee agree as follows:

12. **Definitions:** In this Lease:
- (a) **"Business Day"** means a day which is not a Saturday, a Sunday or a statutory holiday in the Province of Ontario;
 - (b) **"Commercial Ground Lease Agreement"** means the lease entered into between Her Majesty the Queen in Right of Canada and Casino Rama Inc., registered in the Indian Lands Registry as Instrument No. 241181, as amended from time to time.
 - (c) **"CPI"** means the Consumer Price Index prepared by Statistics Canada (base year 1986 = 100) or its successor or successors for Ontario (all items) or any successor index or compilation prepared by Statistics Canada, its successor or successors; in the event that there ceases to be such an index or compilation, a similar measure selected by the Lessor and approved by the Lessee in writing;
 - (d) **"Improvements"** means all buildings, structures, works, facilities, services, landscaping and other improvements by whomsoever made and which are at any time and from time to time situate on, under or above the Lands, excluding furnishings, apparatus and equipment in the nature of trade fixtures;
 - (e) **"Lands"** means the lands described as part of PIN No. 74018-0040 (LT), being Part of Lots 5 and 6, in the Front Range of Lots on Lake Couchiching, in Township of Ramara, formerly the Township of Rama, in the County of Simcoe, designated as Part 1 on Plan 51R-29344, having an area of 1.465 acres;
 - (f) **"Operating Agreement"** means the development and operating agreement dated March 18, 1996, among, *inter alia*, the Lessor, the Lessee and CHC Casinos Canada Limited, as amended by a First Amending Agreement dated April 15, 1996 and a Second Amending Agreement dated June 12, 2000, as the same may be further amended, modified, supplemented or replaced from time to time;
 - (g) **"Term"** means the period commencing on the date hereof and terminating on March 13, 2021, unless sooner terminated in accordance with Section 37.
13. **Lease:** The Lessor hereby leases the Lands to the Lessee, subject to all prior encumbrances and to all other prior grants and reserving all mines and minerals, solid, liquid or gaseous which may be found to exist within, upon or under the Lands, to have and to hold for and during the Term, unless sooner terminated in accordance with Section 37.
14. **Rent:** The parties confirm that, during the Term, rent is in the amount of \$76,250 per acre per annum for the use and occupation of the Lands shall be paid in accordance with the Operating Agreement and such rent shall constitute Ground Rent (as defined in the Operating Agreement). Such rent shall be paid monthly in advance of the first Business Day of each month. For each 12-month

period commencing on August 1, 2000, such annual rent shall be subject to upward adjustment only based on any increase in the CPI from year to year during the Term, using the amount obtained by multiplying the annual rent for the preceding 12-month period by a fraction, the numerator of which is the CPI for the first month in the 12-month period in question, and the denominator of which is the CPI for the first month in the immediately preceding 12-month period.

15. **Purpose:** The Lands shall be used only for the purposes of pedestrian and vehicular access to and from the demised lands described in the Commercial Ground Lease Agreement, parking in connection with all of the uses permitted under the Commercial Ground Lease Agreement and such other lawful purpose or purposes as the Lessee from time to time determines, including construction and maintenance of the Improvements and related appurtenances.
16. **Utilities:**
 - (a) The parties confirm that the cost of all utilities used in connection with the Lands shall constitute Operating Expenses (as defined in the Operating Agreement) and shall be paid in accordance with the Operating Agreement.
 - (b) No interruption of any utilities provided to the Lands that is not caused by the Lessor or its officials, employees or agents shall constitute a disturbance of the Lessee's enjoyment of the Lands or render the Lessor liable for injury or damages to the Lessee or relieve the parties hereto from their obligations under this Lease.
17. **Improvements:** Subject to the terms and conditions of the Operating Agreement and to Section 15 hereof, the Lessee may cause Improvements or any part thereof to be constructed, demolished, altered, remodelled or replaced.
18. **Fire Standards:** Without limiting the generality of Section 21, the Lessee shall use and occupy the Lands and any Improvements thereon in compliance with all fire safety and protection standards promulgated by Canada or the Province of Ontario.
19. **State of Repair:** The Lessee shall cause the Lands and any Improvements thereon to be kept in a good and tenantable state of repair, subject to reasonable wear and tear and to the occurrence of any damage by fire or other casualty. The parties confirm that the costs associated with the maintenance of such good and tenantable state of repair shall constitute Operating Expenses (as defined in the Operating Agreement) and shall be paid in accordance with the Operating Agreement.
20. **Payment of Taxes:** The parties confirm that all lawfully imposed rates, taxes, duties and assessments now charged or hereafter to the charged by any competent authority upon the Lands, any Improvements thereon or upon the Lessee with respect thereto shall constitute Operating Expenses (as defined in the Operating Agreement) and shall be paid in accordance with the Operating Agreement.
21. **Compliance with Applicable Laws:** In accordance with and subject to the limitations contained in the Operating Agreement, the Lessee shall comply with all applicable laws, rules, requirements, orders, directions, ordinances and regulation of Canada, the Province of Ontario or any competent municipal authority or agency that are applicable to the use or occupation of the Lands and any Improvements thereon; provided that the Lessee shall have the authority to contest the validity of such laws, rules, requirements, orders, directions, ordinances and regulations.
22. **Environmental Standards:** Without limiting the generality of Section 21, the Lessee shall use and occupy the Lands and any Improvements thereon in compliance with all applicable environmental laws, rules, regulations, notices, orders or lawful requirements of Canada or the Province of Ontario, or any competent authority or agency, whether or not such laws, rules, regulations, notices, orders or requirements are now existing or within the contemplation of the parties hereto.
23. **No Contaminants:** Without limiting the generality of Sections 21 and 22, the Lessee shall ensure that no contaminants or toxic substances as more particularly described in the *Canadian Environmental Protection Act* or the *Environmental Protection Act* (Ontario) (collectively, "Contaminants") are used, emitted, discharged or stored on the Lands by any person except in strict compliance with all applicable laws, rules, regulations, orders or approvals, whether or not such Contaminants are presently defined or designated.
24. **Mitigation of Environmental Impact:** So far as is required by applicable law, the parties shall require that the appropriate technology, design or repair be implemented in order to mitigate anticipated or actual adverse effects on the environment including, without limitation, the effects from or occasioned by the emission or discharge of any Contaminants permitted on the Lands. Implementation of such mitigative measures shall take place within a reasonable period of time following discovery or notice of the anticipated or actual emission or discharge.
25. **Liability for Remedial Action:** The parties confirm that the costs of any remedial action on the Lands which may be required by law to mitigate any damage to the environment arising from or attributable to the use or occupation of the Lands by, or the operation and activities of, the Lessee, its officers, directors, agents, employees and sub-lessees, shall constitute Operating Expenses (as defined in the Operating Agreement) and shall be paid in accordance with the Operating Agreement.
26. **Insurance:** The parties shall cause adequate insurance policies to be obtained and maintained with respect to the Lands and any Improvement thereon throughout the Term. The parties confirm that the costs of such insurance shall constitute Operating Expenses (as defined in the Operating Agreement) and shall be paid in accordance with the Operating Agreement.

27. **Fences:** All fences which are or may be erected on the Lands shall be maintained.
28. **Sidewalks:** Except to the extent of any by-law or regulatory relief, any sidewalks, curbs, area ways and rights-of-way forming part of the Lands shall be kept in good condition and repair and reasonably clean from rubbish, ice and snow and unobstructed in any manner.
29. **Hunting:** There shall be no hunting on the Lands.
30. **Emergency Access:** In the event of a fire or other public emergency persons legally entitled to respond to such emergencies shall be allowed access to or across the Lands.
31. **Trees:** No person shall cut or remove any tree on the Lands without the written permission of the Lessor.
32. **Rubbish:** No rubbish or any matter of an offensive nature shall be deposited anywhere on the Lands except in such places and at such times and under such conditions as may be designated therefor by applicable laws.
33. **Nuisance:** The Lessee shall not permit any activity or thing on the Lands which constitutes a nuisance. The parties agree that the permitted uses of the Lands, as contemplated by Section 15 hereof, shall not be construed as a nuisance hereunder.
34. **Sand and Gravel:** The Lessee shall not, without the prior written consent of the Lessor, remove or allow the removal of any gravel, sand, stone, clay or other material forming part of the Lands, except where necessary for carrying out the purposes permitted by Section 15 hereof and provided such removal is not in breach of any other provision of this Lease.
35. **Mineral Rights:** It is acknowledged and agreed that, provided that the Lessor is entitled thereto, the Lessor has reserved the right to drill for, remove and dispose of petroleum, natural gas and minerals on or under the Lands and for that purpose to drill wells, lay pipelines and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved; provided that it is understood that the rights thereby reserved shall not be exercised by the Lessor unless the use of the Lands by the Lessee is not affected thereby. The Lessor has agreed to take all necessary steps to ensure that the use of the Lands by the Lessee shall not be materially adversely affected by the Lessor.
36. **Insolvency:** If the Lessee shall at any time during the Term hereof:
- (a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
 - (b) be adjudicated a bankrupt or insolvent;
 - (c) file any petition or institute any proceeding under any bankruptcy or insolvency act seeking to effect a reorganization or a composition;
 - (d) be subject to the appointment of a receiver or trustee who is not discharged within 60 days from the date of such appointment; or
 - (e) commence proceedings to wind up;
- then accelerated rent for the period three months next following the date of bankruptcy or other event, calculated at the same rate as would have been payable if no bankruptcy or other event enumerated herein had taken place, shall immediately become due and payable, provided, however, that notwithstanding the foregoing, this Lease shall only be terminable prior to the end of the Term as provided in Section 37 below.
37. **Termination:** This Lease shall terminate prior to the end of the Term if and only if the Operating Agreement expires or is terminated and is not replaced by another agreement between, *inter alia*, the Lessee and the Lessor, or otherwise, it being acknowledged that this Lease shall not terminate during any period when the Lessee continues to operate Casino Rama (directly or through an agent).
38. **Severability:** If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to such person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.
39. **Inspection of Lands and Improvements:** The Lessor's authorized representatives may, from time to time during the Term, enter upon the Lands for (i) inspection of the state of repair of the Lands and any Improvements thereon, (ii) inspection and monitoring of all steps taken to mitigate any adverse effects on the environment resulting from the Lessee's use and occupation of the Lands, and (iii) such other purposes as the Lessor may deem necessary, acting reasonable.

40. **Amendments:** This Lease may not be surrendered, amended or altered except by instrument in writing signed by the Lessor and the Lessee.
41. **Surrender of Lands:** At the expiration of the Term, the Lessee shall peaceably surrender and yield up unto the Lessor, the Lands and all Improvements thereon.
42. **Remedies/Non-Exclusive:** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other remedy herein contained or by law provided. Such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity. Notwithstanding the foregoing, the Lessor shall not have the right to terminate this Lease save as set out in Section 37 hereof.
43. **Effect of Termination:** The termination of this Lease shall in no way prejudice the Lessor's right to recover unpaid rent or to pursue any other right of action with respect to a breach of any covenant or agreement herein contained.
44. **Time:** Time is of the essence of this Lease.
45. **Arbitration:**
- (a) Any dispute arising between the Lessor and the Lessee concerning any matter pertaining to this Lease, including, without limitation, any dispute as to whether a party has acted reasonably or has unreasonably withheld any consent or approval in situations where such party is expressly required under this Lease to act reasonably or not to unreasonably withhold any consent or approval, as the case may be, and any inability of the parties to reach an agreement or understanding required or contemplated by this Lease may be submitted to arbitration pursuant to this Section 45.
- (b) Whenever any arbitration is permitted or required under this Lease, arbitration proceedings shall be commenced by a party desiring arbitration (hereinafter called the "Initiating Party") giving notice to the other party or parties entitled to participate in the arbitration proceedings (hereinafter called the "Responding Party") specifying the matter to be arbitrated and requesting an arbitration thereof. In the event that the Initiating Party and Responding Party are unable to agree upon a single arbitration having requisite experience and expertise relative to the matter in dispute (an "Arbitrator") and an arbitration procedure within 10 Business Days after delivery of such notice, the Initiating Party shall, by written notice to the Responding Party, designate an Arbitrator. The Responding Party shall, within 10 Business Days thereafter, be entitled to appoint an Arbitrator by written notice to the Initiating Party, and the two Arbitrators so appointed shall thereupon meet and select a third Arbitrator acceptable to both. In the event that the Responding Party fails to appoint an Arbitrator within the time limit aforesaid and deliver notice thereof to the Initiating Party, then the arbitration shall proceed before the Arbitrator appointed by the Initiating Party who shall act as sole Arbitrator. In the event that the two Arbitrators so appointed are unable to agree upon a third Arbitrator within 10 Business Days after the appointment of an Arbitrator by the Responding Party, then at any time thereafter either the Initiating Party or the Responding Party shall be entitled to make application to a Judge of the Superior Court of Justice (Ontario), or such other official as may have jurisdiction from time to time under the *Arbitration Act*, 1991, S.O. 1991, c.17, as the same may be modified, amended or replaced from time to time (the "Act"), in accordance with the provisions of the Act, to appoint a third Arbitrator, and the provisions of the Act shall govern such appointment.
- (c) The resultant arbitration panel, whether composed of one Arbitrator or three Arbitrators, shall thereupon proceed to hear the submissions of the parties, and shall render a decision within 30 days after the appointment of a single Arbitrator agreed upon by the Initiating Party and the Responding Party, if applicable, or within 30 days after the appointment of the third Arbitrator, if there are three Arbitrators, or within 45 days after the Initiating Party has designated its Arbitrator, if such Arbitrator is the sole Arbitrator. If there are three Arbitrators, the decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and such decision, or the decision of the sole Arbitrator, as the case may be, shall be final and binding upon the parties and not subject to appeal. The arbitration panel, or the sole Arbitrator, as the case may be, shall have the authority to assess the costs of the arbitration panel against either or both of the parties, provided, however, that each party shall bear its own witness and counsel fees. In all other respects, unless otherwise agreed between the parties, the arbitration shall be conducted in accordance with the provisions contained in the Act.
46. **No Implied Covenant:** No implied covenant or liability on the part of the Lessor is created by the use of the words "lease" contained herein.
47. **Gender:** This Lease shall be read with all changes of gender or number required by the context.
48. **Notice:** Whenever in this Lease it is required or permitted that any notice or demand be given or served by either party to this Lease to or on the other, such notice shall be given or served in writing and forwarded by hand delivery, fax or registered mail to the Lessee or to the Lessor as follows:

- (a) to the Lessor at:
- Chippewas of Mnjikaning First Nation
5884 Rama Road, Suite 200
Rama, ON L0K 1T0
Fax No.: (705) 325-0879
Attention: Chief and Council

(b) to the Lessee at:

4120 Yonge Street
Suite 420
Toronto, ON
M2P 2B8
Fax No.: (416) 224-7000
Attention: Chief Executive Officer

With a copy to:

CHC Casinos Canada Limited
3250 Mary Street
Miami, Florida
33133 U.S.A.
Fax No.: (305) 445-4255
Attention: President, Gaming Group

and subject to the following sentence, any such notice or communication shall be deemed to have been given to and received by the addressee, four days after the mailing thereof in Canada, postage prepaid and registered. Such addresses may be changed from time to time by either party serving notice as above provided. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out or similar event involving a postal service, any notice or communication will not be received by the addressee by no later than the fourth business day following the mailing thereof, then mailing shall not be an effective means of sending same, but rather any notice or communication must be sent by the most reasonably expeditious means available.

49. **Quiet Enjoyment:** Subject to observance of the terms and conditions of this Lease, the Lessee shall quietly enjoy, hold and use the Lands for the Term without interruption or hindrance by the Lessor or anyone claiming by, under or through the Lessor.
50. **Non-disturbance and Attornment:** The Lessor covenants and agrees that it shall obtain from any leasehold mortgagee a non-disturbance and attornment agreement and the Lessee covenants and agrees that it shall enter into such a non-disturbance and attornment agreement with any such leasehold mortgagee.
51. **Paramountcy:** The terms of the Operating Agreement shall be paramount to the terms hereof. In the event of any conflict or inconsistency between the terms of this Lease and the terms of the Operating Agreement, the terms of the Operating Agreement shall prevail. Any obligations to be undertaken hereunder shall be carried out in accordance with and subject to the limitations of the Operating Agreement. In particular and notwithstanding any terms of this lease to the contrary, the performance of obligations to be undertaken hereunder shall be limited to the extent to which monies are available in the Bank Accounts (as defined in the Operating Agreement) to pay for the cost of performing such obligations and neither the Lessor nor the Lessee shall be under any obligation to expend its own funds in carrying out or causing to be carried out such obligations nor to perform any obligations hereunder which it is not obligated to perform under the Operating Agreement.
52. **Succession:** This Lease enures to the benefit of and is binding upon the Lessor and the Lessee and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have entered into this Lease.

CHIPPEWAS OF MNJIKANING FIRST NATION

by

Name: Sharon Stinson Henry
Title: Chief

ONTARIO LOTTERY AND GAMING CORPORATION

by

Name:
Title:

SCHEDULE 7

AMENDED AND RESTATED COMPLEX SUBLEASE

THIS AMENDED AND RESTATED SUBLEASE made as of the 17th day of July, 2009.

B E T W E E N:

CASINO RAMA INC.,
(hereinafter referred to as the "Sublessor")

OF THE FIRST PART

- and -

ONTARIO LOTTERY AND GAMING CORPORATION,
(hereinafter referred to as the "Sublessee")

OF THE SECOND PART

Recitals

WHEREAS the lands hereinafter described are part of those lands known as the Rama Indian Reserve No. 32 which have been set apart for the use and benefit of the Chippewas of Rama First Nation Band of Indians;

AND WHEREAS the lands hereinafter described were designated for leasing purposes by Surrender dated the 8th day of July, 1974, and accepted by the Governor in Council by P.C. 1974-2368, dated the 29th day of October, 1974, and registered in the Indian Lands Registry as Instrument No. 38182;

AND WHEREAS pursuant to the Ground Lease, the Sublessor leased such lands from Her Majesty The Queen in Right of Canada;

AND WHEREAS pursuant to the Original Sublease, the Sublessor subleased the Complex to the Sublessee for a term that expires on March 13, 2021;

AND WHEREAS the Sublessor and the Sublessee have agreed to enter into this Sublease to amend and restate the Original Sublease as hereinafter set forth;

AND WHEREAS the Council of the Chippewas of Rama First Nation Band of Indians has by Resolution Number _____, dated the _____ day of _____, _____, consented to the subleasing of the lands hereinafter described under the terms and conditions of this Sublease;

AND WHEREAS the Minister of Indian Affairs and Northern Development (hereinafter called the "**Minister**") has approved this Sublease pursuant to Section 54 of the *Indian Act*, R.S.C. 1985, C. I-5, as amended;

AND WHEREAS each of the Chair of Management Board and the Minister of Finance has approved this Sublease in accordance with Subsection 4(2) of the *Ontario Lottery and Gaming Corporation Act, 1999*;

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the premises and the covenants and agreements herein set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties hereto agree to amend and restate the Original Sublease in its entirety to read as follows:

1. **Definitions:** In this Sublease:

"**Band**" means the Chippewas of Rama First Nation Band of Indians;

"**Band Council**" means the Chippewas of Rama First Nation Band Council;

"**Business Day**" means a day which is not a Saturday, a Sunday or a statutory holiday in the Province of Ontario;

"**Complex**" means the Demised Land plus the Improvements;

"Demised Land" means ALL AND SINGULAR that certain parcel or tract of land situate and lying within and being part of the Rama Indian Reserve No. 32, in the Province of Ontario, and more particularly described as the whole of Lots 98, 102 and 105 on Plan No. 78406, Canada Lands Survey Records, Ottawa;

"Federal" means pertaining to the Government of Canada;

"Gross Receipts" has the meaning attributed thereto in the Operating Agreement;

"Ground Lease" means the ground lease of the Demised Lands dated the 15th day of March, 1996, between Her Majesty the Queen in Right of Canada, as lessor, and the Sublessor, as lessee, registered in the Surrendered and Designated Land Register maintained in the Indian Lands Registry as Instrument No. 241181 as the same may be amended, modified, supplemented or replaced from time to time;

"Head Lessor" means the lessor under the Ground Lease;

"Improvements" means all buildings, structures, works, facilities, services, landscaping and other improvements by whomsoever made and which are at any time and from time to time situate on, under or above the Demised Land, excluding furnishings, apparatus and equipment in the nature of trade fixtures;

"Leasehold Mortgagee" means the holder from time to time of any mortgage granted by the Sublessor of the Sublessor's interest under the Ground Lease and in the Demised Premises and its successors and permitted assigns;

"Local" means pertaining to the government in any organized municipality;

"Minister" means the Minister of Indian Affairs and Northern Development or any person authorized to act on his/her behalf;

"Monitoring and Mitigation Plan" means the plan attached as Schedule "B" to the Ground Lease;

"Operator" means the entity, if any, appointed from time to time by the Sublessee to operate the Complex, being CHC Casinos Canada Limited, as at the date hereof;

"Operating Agreement" means the development and operating agreement dated March 18, 1996, in respect of the Complex entered into between, *inter alia*, the Sublessor, the Sublessee and CHC Casinos Canada Limited, as the same may be amended, modified, supplemented or replaced from time to time;

"Operating Agreement Termination Date" means July 31, 2011;

"Original Sublease" means the sublease made as of April 15, 1996 between the Sublessor, as sublessor, and the Sublessee (then its statutory predecessor, Ontario Casino Corporation), as sublessee;

"Permits" means the four permits granted by the Head Lessor which provide certain access over the lands to which they pertain, being:

- (i) the Lot 101 permit (the "**Lot 101 Permit**") made as of April 15, 1996 in favour of Rama Access Inc.;
- (ii) the Lots 103 and 104 permit (the "**Lots 103/104 Permit**") made as of April 15, 1996 in favour of Rama Access Inc.;
- (iii) the Lot 122 permit (the "**Lot 122 Permit**") made as of August 1, 2000 in favour of the Sublessor; and
- (iv) the Lots 107, 121 and 99-1 permits (the "**Lots 107/121 and 99-1 Permit**") made as of August 1, 2000 in favour of the Sublessor.

on Rama Indian Reserve No. 32;

"Post-2011 Contract" means the agreement made July 17, 2009 between the Sublessee, Chippewas of Rama First Nation, also known as the Chippewas of Mnjikaning First Nation, the Sublessor, Casino Rama Holdings Inc., Rama Access Inc., Rama Holdings Inc. and Rama Parking Inc. as the same may be amended, modified, supplemented or replaced from time to time.

"Prime Rate" means the lowest annual rate of interest quoted by the chartered banks to the most credit worthy borrowers for prime business loans, as published in the periodic publication entitled "The Bank of Canada Review";

"**Provincial**" means pertaining to the Government of the Province of Ontario;

"**Remediation Costs**" has the meaning ascribed thereto in Section 15 below;

"**Sublease**" means this amended and restated sublease, as the same may be amended, modified, supplemented or replaced from time to time;

"**Sublessee**" means the Sublessee, its successors and permitted assigns;

"**Taxes**" has the meaning ascribed thereto in Section 9 below;

"**Term**" means the period commencing at 12:00 a.m. on April 15, 1996 and terminating at 11:59 p.m. on March 13, 2021 unless sooner terminated in accordance with Section 28 below; and

"**Utilities Expenses**" has the meaning ascribed thereto in Section 5(a) below.

2. **Demise:** The Sublessor, by these presents, does demise and lease unto the Sublessee the Complex, subject to all prior encumbrances and to all other prior grants reserving all mines and minerals, solid, liquid or gaseous, which may be found to exist within, upon or under the Demised Land, to have and to hold for and during the Term, unless sooner terminated in accordance with Section 28 below.

3. **Rent:** The Sublessor hereby acknowledges receipt of the sum of \$10.00 being the rental payable hereunder for that portion of the Term ending on the Operating Agreement Termination Date. For the period following the Operating Agreement Termination Date, the Subtenant agrees to pay to the Head Lessor all rent payable under the Head Lease in accordance with the provisions of the Head Lease other than rent that is payable as a result of the failure by the Sublessor to comply with any of the provisions of the Sublease that the Sublessee is not required to perform on behalf of the Sublessor pursuant to this Sublease.

4. **Purpose:** The Complex shall be used only for the purposes of the operation of a casino with ancillary uses and facilities and infrastructure related thereto or for such other lawful purpose or purposes as is permitted under the Ground Lease.

5. **Utilities:**

(a) For the period prior to and including the Operating Agreement Termination Date, the Gross Receipts of the Complex shall be applied, in accordance with and subject to the limitations in the Operating Agreement and hereinafter provided, to the payment of all water, gas, telephone, light, power, heat, air-conditioning, sewer and garbage disposal services and facilities used in, supplied to, or consumed in connection with the use of the Demised Land (collectively, "**Utilities Expenses**"). Following the Operating Agreement Termination Date, the Sublessee shall pay during the Term all Utilities Expenses when the same become due and payable.

(b) No interruption of any services or facility provided to the Complex which is not caused by the Head Lessor or the Sublessor or their respective officials, employees or agents will be or will be deemed to be a disturbance of the Sublessee's enjoyment of the Complex or render the Sublessor liable for injury or damages to the Sublessee or relieve the parties hereto from their obligations under this Sublease.

6. **Renovations, Etc.:** Subject to obtaining any consent required under the Operating Agreement (to the extent applicable) and subject to any consultation rights of the Sublessor contained in the Post-2011 Contract, the Sublessee shall be entitled during the Term to cause improvements or any part thereof to be constructed, demolished, altered, remodelled or replaced (including the construction of roads and the provision of water, sewer, electricity or gas systems on the Demised Land) so long as the requirements set out in the Ground Lease are satisfied in connection with any such construction, demolition, alteration, remodelling or replacement. The Sublessee may require the Sublessor to seek the approval of the Head Lessor for such work in respect of the requirements of Clause 35 of the Ground Lease.

7. **Fire Standards:** Subject to the limitations hereinafter provided, all federal fire safety and protection standards as amended from time to time, relating to the construction and design of the Improvements shall be observed and fulfilled to the satisfaction of the Head Lessor and for greater certainty but not so as to restrict the generality of the foregoing, such standards shall include those applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation of fire protection devices in and for any Improvements.

8. **State of Repair:** In accordance with and subject to the limitations hereinafter provided, the Sublessee shall:

(a) cause the Complex to be kept in a good and tenantable state of repair, subject to reasonable wear and tear and to any damage caused by fire or any other casualty; and

(b) allow the Head Lessor to enter the Complex to view and inspect the condition and the state of repair of the Complex;

and for greater certainty it is agreed that, subject as aforesaid, the Sublessee shall, throughout the Term, cause the Complex and the appurtenances and equipment thereof, both inside and outside, to be kept in good order and condition including but not limited to fixtures, walls, foundations, roofs, heating and air-conditioning equipment, sidewalks, yards, and other like areas, water and sewer mains and connections, water, steam, gas

and electric pipes and conduits and all other fixtures and appurtenances to the Complex, and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and in the same manner and to the same extent as would a prudent owner, but subject as aforesaid, cause any and all necessary repairs, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, to be made and, subject as aforesaid, cause the Improvements and appurtenances and equipment to be kept fully usable for all the purposes for which the Improvements were erected and constructed and the aforesaid appurtenances and equipment were supplied and installed and it is agreed that, subject as aforesaid, such obligations shall be undertaken in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements and shall meet the requirements of all present and future standards, if any, set by the Fire Commissioner of Canada as well as the standards established by the National Building Code and the Canadian Plumbing Code.

9. **Payment of Taxes:** For the period prior to and including the Operating Agreement Termination Date, the Gross Receipts of the Complex shall be applied, in accordance with and subject to the limitations in the Operating Agreement and hereinafter provided, to the payment and discharge of all lawfully imposed applicable rates, taxes, duties and assessments now charged or hereafter to be charged by any competent authority upon the Demised Land or upon the Sublessor or the Sublessee or occupier in respect thereof or upon the Improvements (collectively, "Taxes"). Following the Operating Agreement Termination Date, the Sublessee shall pay during the Term all Taxes when the same become due and payable.

10. **Compliance with Applicable Laws:** In accordance with and subject to the limitations in the Operating Agreement (to the extent applicable) and hereinafter provided, during the Term the Sublessee shall cause the requirements of all applicable Band by-laws and all applicable laws, rules, requirements, orders, directions, ordinances and regulations of Canada, of the Province of Ontario or any competent municipal authority or agency concerning the Demised Land, the construction, demolition, alteration, remodelling, replacement, operation, condition, maintenance, use or occupation of the Demised Land and Improvements to be observed, performed, executed and complied with, whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties hereto, PROVIDED that the Sublessee shall have the right to contest the validity of such Band by-laws, laws, rules, requirements, orders, directions, ordinances and regulations.

11. **Environmental Standards:**

(a) Without limiting the generality of Section 10 hereof and subject to the limitations in the Operating Agreement (to the extent applicable) and hereinafter provided, the Sublessee shall conduct all business or activities on the Demised Land in compliance with all lawfully imposed applicable environmental laws, rules, regulations, notices, orders or lawful requirements of Canada or the Province of Ontario, or any competent authority or agency, whether or not such laws, rules, regulations, notices, orders or requirements be of a kind now existing or within the contemplation of the parties hereto.

(b) Notwithstanding Subsection 11(a) above, but subject to the limitations in the Operating Agreement (to the extent applicable) and hereinafter provided, those environmental assessments, as may be required by law, shall be conducted, in a manner compatible with the principles and spirit of the *Canadian Environmental Assessment Act*, or its successor legislation, and any regulation made thereunder, and all applicable federal policies and procedures, as may be amended from time to time, including all such amendments made subsequent to the effective date of this Sublease.

12. **No Contaminants:** Without limiting the generality of Section 10 hereof, the parties agree that no contaminants or toxic substances as defined under the *Canadian Environmental Protection Act*, 1999 or the correspondent provincial legislation (collectively "Contaminants") may be used, emitted, discharged or stored on the Demised Land by any person except in strict compliance with all applicable laws, rules, regulations, orders or approvals, whether or not such Contaminants are presently defined or designated.

13. **No Adverse Impact:** Subject to the limitations hereinafter provided, the Sublessee shall comply with the requirements of the Monitoring and Mitigation Plan on the terms and conditions set out therein. For the purposes of Section 14 below, the Sublessee's obligation to monitor and mitigate may be fulfilled in any manner the parties determine to be appropriate, including but not limited to entering into agreements with sub-subtenants or licencees or the Operator (to the extent applicable), which agreements include covenants from such persons to perform or adhere to the Monitoring and Mitigation Plan in terms which are no less stringent than as contained in the Monitoring and Mitigation Plan. The Sublessee agrees to co-operate with the Sublessor in connection with the Sublessor's obligation under the Ground Lease to report to the Minister in respect of compliance with the Monitoring and Mitigation Plan. Any dispute as to the interpretation of the Monitoring and Mitigation Plan or to the extent of the parties' responsibilities thereunder shall be resolved by the parties pursuant to the provisions of Section 39 hereof.

14. **Mitigation of Environmental Impact:** So far as is required by law, but subject to the limitations hereinafter provided, Sublessee shall ensure that the appropriate technology, design or repair be implemented in order to mitigate anticipated or actual adverse effects on the environment, including but not limited to the effects from or occasioned by the emission or discharge of any Contaminant permitted on the Demised Land. Implementation of such mitigative measures shall take place within a reasonable period of time following discovery or notice of the anticipated or actual emission or discharge. Further, the Sublessee shall permit the Head Lessor's and the Leasehold Mortgagee's representatives to enter onto the Demised Land at all times for the purpose of inspecting and monitoring the mitigation activities and to ensure that all steps required by law to mitigate any anticipated or actual adverse effect of such emission or discharge have been taken.

15. **Liability for Remedial Action:** The parties acknowledge that the costs of any remedial action on the Demised Land which may be required by law to mitigate any damage to the environment arising from or attributable to the use of the Demised Land by, or the operation and activities of, the Sublessee, its officers, directors, agents, employees and sub-sublessees (collectively, "Remediation Costs") shall constitute Operating Expenses (as defined in the Operating Agreement) in accordance with the Operating Agreement. For the period following the Operating Agreement Termination Date, the Sublessee shall pay or cause to be paid the Remediation Costs.

16. **Insurance:** The Sublessee shall cause the insurance specified in the Post-2011 Contract to be obtained and maintained throughout the Term.
17. **Fences:** The Sublessee shall maintain all fences which are or may be erected on the Demised Land.
18. **Sidewalks:** Except to the extent of any by-law or regulatory relief, the Sublessee shall keep in good condition and repair and reasonably clean from rubbish, ice and snow and unobstructed in any manner the sidewalks, curbs, area ways and rights-of-way forming part of the Demised Land. The Sublessee shall not injure or disfigure the Demised Land in any way.
19. **Hunting:** There shall be no hunting on the Demised Land.
20. **Emergency Access:** In the event of a fire or other public emergency the Lessee shall allow persons legally entitled to respond to such emergencies access to or across the Demised Land.
21. **Trees:** No person shall cut or remove any tree on the Demised Land without the written permission of the Head Lessor or the Band Council. It is acknowledged and agreed that the Head Lessor may order the cutting of any trees and the Sublessor and the Sublessee shall forthwith comply with such order.
22. **Rubbish:** No rubbish or any matter of an offensive nature shall be deposited anywhere on the Demised Land except in such places and at such times and under such conditions as may be designated therefor by applicable laws.
23. **Nuisance:** It is acknowledged and agreed that under the Ground Lease, where, in the opinion of the Head Lessor, a nuisance exists upon the Demised Land, the Head Lessor may order the Sublessor or occupier of the Demised Land, to abate the nuisance and clean up the Demised Land, and if the Sublessor or occupier fails to do so, the Head Lessor may take whatever steps may be necessary to abate the nuisance and the Sublessor shall be liable for the cost thereof. If such nuisance has been caused by the Sublessee, its servants, agents, contractors and those for whom at law it is responsible the Sublessee shall be liable for the cost thereof. The lawful uses of the Demised Land as contemplated by Section 4 hereof, including without limitation, the operation of a casino with ancillary uses and facilities and infra-structure related thereto on the Demised Land shall not be construed as a nuisance hereunder.
24. **Notice of Reserve Status:** The Sublessor shall post notice in a prominent place on the Demised Land indicating that the Demised Land is part of Rama Indian Reserve Number 32 by virtue of which no construction lien shall encumber the Demised Land.
25. **Sand and Gravel:** The Sublessee shall not, without the prior written consent of the Head Lessor and the Band Council, remove or allow the removal of any gravel, sand, stone, clay or other material forming part of the Demised Land, except where necessary for carrying out the purpose permitted by Section 4 hereof and provided such removal is not in breach of any other provision of this Sublease.
26. **Mineral Rights:** It is acknowledged and agreed that, provided that the Head Lessor is entitled thereto, the Head Lessor has, under the Ground Lease, reserved the right to drill for, remove and dispose of petroleum, natural gas and minerals on or under the Demised Land and for that purpose to drill wells, lay pipelines and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved; provided that it is understood that the rights thereby reserved shall not be exercised by the Head Lessor unless the use of the Demised Land by the Sublessee is not affected thereby. The Head Lessor has agreed to take all necessary steps to ensure that the use of the Demised Land by the Sublessee shall not be materially adversely affected by the Head Lessor.
27. **Insolvency:** If the Sublessee shall at anytime during the term hereof:
- (a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
 - (b) be adjudicated a bankrupt or insolvent;
 - (c) file any petition or institute any proceeding under any bankruptcy or insolvency act seeking to effect a reorganization or a composition;
 - (d) be subject to the appointment of a receiver or trustee who is not discharged within 60 days from the date of such appointment; or
 - (e) commence proceedings to wind up;
- then, in addition to any remedies set forth in the Post-2011 Contract, accelerated rent for the period three months next following the date of bankruptcy or other event, calculated at the same rate as would have been payable if no bankruptcy or other event enumerated herein had taken place, shall immediately become due and payable, provided, however, that notwithstanding the foregoing, this Sublease shall only be terminable prior to the end of the Term as provided in Section 28 below.
28. **Termination:** This Sublease shall terminate prior to the end of the Term if and only if such termination is as a result of a termination of the Ground Lease in accordance with Section 28 thereof.

29. **Severability:** If any covenant, obligation, agreement, term or condition of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease or the application of such covenant, obligation, agreement, term or condition to such person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Sublease shall be separately valid and enforceable to the fullest extent permitted by law.
30. **Inspection of Demised Land:** It is acknowledged and agreed that the Head Lessor's authorized representative shall have the right at all reasonable times during the Term to enter upon the Demised Land for the purpose of inspecting any building or other Improvements made therein or thereon and for such other purposes as the Head Lessor's representative may deem necessary.
31. **Transfer/Assignment:** The Sublessee may assign its rights and obligations under this Sublease in whole or in part by way of security or otherwise provided that (i) such assignment does not adversely affect the rights of the other or any Operator; (ii) the assignee, to the extent it assumes obligations hereunder, agrees to be bound by the terms hereof in a form satisfactory to the other; and (iii) such assignment is to a person that may lawfully conduct and manage the operation of the casino forming part of the Complex.
32. **Amendments:** This Sublease may not be surrendered, amended or altered except by instrument in writing signed by the Sublessor and the Sublessee.
33. **Surrender of Demised Land:** At the expiration of the Term, the Sublessee shall peaceably surrender and yield up unto the Sublessor, the Demised Land and subject to the remainder of this Section 33, all Improvements, and the Sublessee shall surrender all keys for the Improvements and other locking devices to the Sublessor at the place then fixed for the payment of the annual rent, or at the Sublessor's direction, to the Band Council. If required by notice in writing from the Lessor to the Lessee delivered on or prior to 11:59 p.m. on March 13, 2021, the Lessor may direct the Lessee, in writing, subject to the agreement of the Band Council, such agreement not to be unreasonably withheld, to remove all Improvements erected, constructed and placed therein and thereon by the Lessee on the Demised Land, whether approved by the Head Lessor or not, whereupon such removal shall be done within 180 days from the date of such direction and at the expense of the Lessee, and in a manner satisfactory to the Lessor. If the Lessee removes the Improvements erected, constructed and placed therein and thereon by the Lessee on the Demised Land pursuant to the Lessor's direction, the Lessee will clean up and leave the Demised Land in a condition satisfactory to the Lessor and if the Lessee does not clean up the Demised Land or remove all Improvements therefrom to the satisfaction of the Lessor, the Lessor may take whatever steps are necessary to remove any and all Improvements not removed and clean up the Demised Land, and the Lessee shall be liable for the costs thereof and the same may be collected in the same manner as other debts due to the Lessor, and the Lessee shall pay such costs forthwith upon receipt of a demand therefor in writing from the Lessor.
34. **Ground Lease Obligations:** The Sublessor covenants:
- (a) to perform those obligations under the Ground Lease which have not been assumed hereunder or which, prior to the Operating Agreement Termination Date, are not to be performed by the Operator under the Operating Agreement;
 - (b) to enforce against the Head Lessor the duties and obligations of the Head Lessor under the Ground Lease;
 - (c) not to amend, modify, supplement, surrender, release or otherwise agree to terminate the Ground Lease without the prior written consent of the Sublessee;
 - (d) to request and to use its reasonable and diligent efforts to obtain the acknowledgement of the Head Lessor in favour of the Sublessee as contemplated by Paragraph 28(c)(iv) of the Ground Lease; and
 - (e) to use its reasonable and diligent efforts to cause RAMA Access Inc. to make available to the Sublessor, the Sublessee, the Operator and their agents, employees and invitees all of the rights arising under the Permits and not to permit the Permits to be amended, modified, surrendered, released or otherwise terminated without the prior written consent of the Sublessee;
- it being understood that, as between the Head Lessor and the Sublessor, nothing in this Sublease shall relieve the Sublessor from any of its obligations to the Head Lessor under the Ground Lease.
35. **Waiver:** No waiver on behalf of the Sublessor of any breach shall take place or be binding unless the same be expressed in writing over the signature of the Sublessor or the Sublessor's authorized representative and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to limit or affect the rights of the Sublessor with respect to any other breach.
36. **Remedies/Non-Exclusive:** That no remedy herein conferred upon or reserved to the Sublessor is intended to be exclusive of any other remedy herein contained or by law provided that such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity. Notwithstanding the foregoing, the Sublessor shall not have the right to terminate this Sublease save as set out in Section 28 hereof.
37. **Effect of Termination:** The termination of this Sublease shall in no way prejudice the Sublessor's right to recover unpaid rent or to pursue any other right of action with respect to a breach of any covenant or agreement herein contained.

38. **Time:** That time shall be of the essence in respect of this Sublease and all provisions hereof.
39. **Arbitration:**
- (a) In the event any dispute arises between the Sublessor and the Sublessee concerning any matter pertaining to this Sublease, including, without limitation, any dispute as to whether a party has acted reasonably or has unreasonably withheld any consent or approval in situations where such party is expressly required under this Sublease to act reasonably or not to unreasonably withhold any consent or approval, as the case may be, and any inability of the parties to reach an agreement or understanding required or contemplated by this Sublease and a party wishes to resolve such matter, the matter shall be resolved pursuant to the provisions of Article 17 of the Post-2011 Contract.
- (b) Notwithstanding the foregoing, to the extent that the Head Lessor is a party to the arbitration, the proceedings shall be governed by the provisions of Section 43 of the Ground Lease. In such circumstances or with respect to any other dispute which may be submitted to arbitration pursuant to the arbitration provisions of the Ground Lease, the parties representing the Sublessor and the position taken in connection therewith shall be determined in accordance with the terms of the Operating Agreement and following the Operating Agreement Termination Date, shall be determined by the Sublessee after having consulted with the Sublessor.
40. **No Implied Covenant:** No implied covenant or liability on the part of the Sublessor is created by the use of the words "demise and lease" contained herein.
41. **House of Commons:** No member of the House of Commons or Senate shall be admitted to any share or part of the within Sublease or any benefit to arise therefrom.
42. **Gender:** This Sublease shall be read with all changes of gender or number required by the context.
43. **Notice:** Whenever in this Sublease it is required or permitted that any notice or demand be given or served by either party to this Sublease to or on the other, such notice shall be given or served in writing and forwarded by hand delivery, fax or registered mail, return receipt requested, to the Sublessee or to the Sublessor as follows:
- (a) to the Sublessor at:
- 5884 Rama Road, Suite 200
Rama, Ontario
L0K 1T0
Fax No.: (705) 325-0879
Attention: President
- (b) to the Sublessee at:
- 4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8
Fax No.: (416) 224-7000
Attention: Chief Executive Officer
- and prior to August 1, 2011, with a copy to:
- CHC Casinos Canada Limited
R.R.#6, Box 178
Rama, Ontario
L0K 1T0
Fax No.: (705) 329-5189
Attention: Harry Oshanski, Vice President, Resort Operations
- and prior to August 1, 2011, with a copy to:
- Blake Cassels Graydon LLP
199 Bay Street
Suite 2800, Commerce Court West
Toronto, Ontario
M5L 1A9
Fax No.: (416) 863-2653
Attention: John Tuzyk

and subject to the following sentence, any such notice or communication shall be deemed to have been given to and received by the addressee, four days after the mailing thereof in Canada, postage prepaid and registered. Such addresses may be changed from time to time by either party serving notice as above provided. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out or similar event involving a postal service, any notice or communication will not be received by the addressee by no later than the fourth business day following the mailing thereof, then mailing shall not be an effective means of sending same, but rather any notice or communication must be sent by the most reasonably expeditious means available.

44. **Quiet Enjoyment:** That the Sublessee well and truly paying the said rent hereby reserved and observing and performing its covenants herein contained may quietly and peaceably hold and use the Demised Land for the Term hereby demised without interruption or hindrance by the Sublessor or anyone claiming by, under or through the Sublessor, subject nevertheless to the terms, covenants and conditions of this agreement.

45. **Non-disturbance and Attornment:** The Sublessor covenants and agrees that it will obtain from any Leasehold Mortgagee a non-disturbance and attornment agreement in form and substance acceptable to the Sublessee, acting reasonably and the Sublessee covenants and agrees that it will enter into such a non-disturbance and attornment agreement with any such Leasehold Mortgagee.

46. **Paramountcy:** Prior to the Operating Agreement Termination Date, the terms of the Operating Agreement shall be paramount to the terms hereof and in the event of any conflict or inconsistency between the terms of this sublease and the terms of the Operating Agreement, the terms of the Operating Agreement shall prevail. Any obligations to be undertaken hereunder shall be carried out in accordance with and subject to the limitations of the Operating Agreement. In particular and notwithstanding any terms of this Sublease to the contrary, prior to the Operating Agreement Termination Date the performance of obligations to be undertaken hereunder shall be limited to the extent to which monies are available in the Bank Accounts (as defined in the Operating Agreement) to pay for the cost of performing such obligations and neither the Sublessor nor the Sublessee shall be under any obligation to expend its own funds in carrying out or causing to be carried out such obligations nor to perform any obligations hereunder which it is not obligated to perform under the Operating Agreement. After the Operating Agreement Termination Date, the terms of the Post-2011 Contract shall be paramount to the terms hereof and in the event of any conflict or inconsistency between the terms of this Sublease and the terms of the Post-2011 Contract the terms of the Post-2011 Contract shall prevail.

47. **Succession:** This Sublease enures to the benefit of and is binding upon the Sublessor, the Sublessor's successors and permitted assigns and of and upon the Sublessee and its successors and permitted assigns.

48. **Counterparts:** This Sublease may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

49. **Operating Agreement:** The Sublessor and the Sublessee agree that following the Operating Agreement Termination Date, the Operating Agreement shall cease to be applicable to this Sublease and thereafter all references to the Operating Agreement in this Sublease shall have no further application to the interpretation of this Sublease or the performance by the Sublessee or the Sublessor of its respective obligations hereunder.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the Sublessor and the Sublessee have executed this Sublease as of the date first above written.

CASINO RAMA INC.

by

Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

ONTARIO LOTTERY AND GAMING CORPORATION

by

Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE 8**CASINO RAMA RETAIL STORES LICENCE**

THIS LICENCE made the 17th day of July, 2009.

BETWEEN:

ONTARIO LOTTERY AND GAMING CORPORATION,
(hereinafter called the "**Licensor**")

OF THE FIRST PART

- and -

1176290 ONTARIO LIMITED
(o/a **BIINDIGEN GIFT SHOP**),
(hereinafter called the "**Licensee**")

OF THE SECOND PART

- and -

CHIPPEWAS OF RAMA FIRST NATION, also known as the
CHIPPEWAS OF MNJIKANING FIRST NATION,
(hereinafter called the "**Indemnifier**")

OF THE THIRD PART

WHEREAS the Licensor is the owner as sub-tenant of the Casino Rama complex situate and lying within the Rama Indian Reserve No. 32 in the Province of Ontario (the "**Casino Complex**") pursuant to an amended and restated sublease made as of July 17, 2009 between Casino Rama Inc., as sublessor and the Licensor, as sublessee, and the Licensee wishes to use certain premises in the Casino Complex comprising approximately 3,447 square feet in the Casino Complex hotel rotunda hatched in red, green and blue on Schedule "A" and 441 square feet in the Casino Complex gaming area hatched in pink on Schedule "A", (the "**Licensed Area**") each for the purposes set forth in Section 1.1;

AND WHEREAS pursuant to a license (the "**Original Licence**") made effective November 13, 2002, CHC Casinos Canada Limited ("**CHC Canada**"), as operator of the Casino Complex, licensed certain retail premises in the Casino Complex (which premises include certain areas or parts of the Licensed Area) to the Licensee for a term that expires on July 31, 2011;

AND WHEREAS all of the issued and outstanding shares in the capital of the Licensee (the "**Shares**") are owned by the Indemnifier;

AND WHEREAS in consideration of the sums hereinafter paid or to be paid by the Licensee to the Licensor, the Licensor has agreed to grant to the Licensee a licence in respect of the Licensed Area subject to the terms and conditions set forth herein, and the Licensor and the Licensee have agreed to replace the Original Licence with this Licence and, immediately prior to the execution and delivery of this Licence: (a) the Licensee will terminate the Original Licence pursuant to Section 6.1 thereof and vacate the areas of the Casino Complex licensed to it thereunder that do not form a part of the Licensed Area; and (b) the Licensor will cause CHC Canada to waive the 60-day notice requirement contained in Section 6.1 of the Original Licence;

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1
GRANT OF LICENCE

1.1 The Licensor hereby grants to the Licensee a licence to enter upon and use the Licensed Area as described as follows and for the following purposes:

- (a) Retail HGF-021 (Explore) – an area of approximately 1,560 square feet as hatched in blue on Schedule "A" to be used for the display and sale of general merchandise, clothing, home accessories, jewellery, lottery scratch tickets, tobacco items and miscellaneous food and beverage products.

- (b) Retail HGF-022 (Indulge) – an area of approximately 1,001 square feet as hatched in red on Schedule "A" to be used for the display and sale of clothing, jewellery and accessories.
- (c) Gallery (Reflect) – an area of approximately 886 square feet as hatched in green on Schedule "A" to be used for the display and sale of art, sculpture, clothing, music, crafts, jewellery, footwear, souvenirs, cards, giftware and other art related products.
- (d) Biindigen (Gift Shop) – an area of approximately 441 square feet as hatched in pink on Schedule "A" to be used for the sale of tobacco and convenience items (including snacks, beverages, candy and health/beauty products), giftware, crafts, cards, footwear, lottery scratch tickets and clothing.

The Licensee will not use or permit any area or part of the Licensed Area to be used for any purpose other than those purposes described and specifically attributed to that respective area or part of the Licensed Area in this Section 1.1 and those uses reasonably ancillary thereto (collectively, the "**Permitted Uses**") and the Licensee shall actively use each area or part of the Licensed Area for their respective Permitted Uses.

- 1.2 The Licensee will require the approval of the Licensor for any change of use of any area or part of the Licensed Area. If any area or part of the Licensed Area is used for any other purpose other than as set forth in Section 1.1 for that area or part without the approval of the Licensor, the Licensor may, at its option, terminate this Licence pursuant to Section 6.2.
- 1.3 The Licensee acknowledges that located adjacent to those areas and parts of the Licensed Area set forth in Sections 1.1 and shown cross-hatched in **black** on Schedule "A" are certain common areas (the "Common Areas"), which the Licensee must not use for any purpose unless approved by the Licensor and must keep open to provide free and clear access for all others using or passing through such Common Areas. The Licensee acknowledges and agrees that the foregoing is for greater certainty only and does not in any way grant the Licensee any rights and/or licence to use any area other than the Licensed Area.
- 1.4 The Licensee will not, at any time during the Term, carry on or permit to be carried on, in the Licensed Area anything which is noxious or offensive or damaging to the environment, will comply with all requirements of environmental laws, by-laws, rules, regulations or other directives of any applicable governmental authority, and will not do or permit to be done anything whatsoever at any time during the Term upon the Licensed Area which would annoy or disturb or cause nuisance or damage to the guests, employees, or occupiers of the Casino Complex and premises adjoining or in the vicinity of the Licensed Area of the Casino Complex.
- 1.5 The Licensee will at its expense obtain and maintain in full force and effect at all times during the Term, the following insurance coverage:
 - (a) all risks property insurance for the full replacement cost of all property owned by the Licensee or for which the Licensee is legally liable, or installed by or on behalf of the Licensee and located within the Licensed Area including but not limited to all furniture, fixtures and equipment and all other leasehold improvements. All property of the Licensee kept or stored outside of the Licensed Area shall be so kept or stored at the risk of the Licensee only and the Licensee shall hold the Licensor harmless from any claims arising from damage to the same. Such insurance shall include waiver of any subrogation rights that the Licensee's insurer may have against the Licensor, and the entity if any, appointed from time to time by the Licensor to operate the Casino Complex (being CHC Canada as at the date hereof); and
 - (b) comprehensive general liability insurance with inclusive limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, property damage or death. Such policy shall include the Licensor and the entity, if any, appointed from time to time by the Licensor to operate the Casino Complex (being CHC Canada as at the date hereof) as an additional insured, shall include a cross liability/severability of interests clause and shall provide thirty (30) days written notice of cancellation to the Licensor.

All insurance maintained by the Licensee shall be primary and shall not call into contribution any insurance maintained by the Licensor. The Licensee shall provide the Licensor with certificates of insurance evidencing the foregoing insurance on the date hereof and thereafter from time to time during the Term promptly following the Licensor's request. The Licensor shall use its best efforts to obtain a waiver of subrogation from its property insurer in favour of the Licensee. The Licensee hereby releases, indemnifies and saves harmless the Licensor and its directors, officers, servants, agents, employees and contractors and those for whom it is in law responsible, (collectively, the "**Indemnified Parties**") from any and all liability for losses, damages and claims of any kind against which the Licensee is required to insure under this Licence or has otherwise insured.

- 1.6 The Licensee agrees and acknowledges that it shall be bound by and shall comply with: (a) all rules and regulations enacted by the Licensor or the Operator with respect to the use of the Licensed Area and the operation of the Casino Complex (including but not limited to those related to deliveries and loading, design, erection and display of signs, window displays, stage events, displays, and demonstrations in areas adjacent to the Licensed Area, sanitation and disposal of waste and garbage); and (b) all requirements of laws, by-laws, rules, regulations or other directives of any applicable governmental authority. If the Licensee fails to comply with this Section 1.6, the Licensor may, at its option, terminate this Licence pursuant to Section 6.2.

ARTICLE 2
TERM OF LICENCE

- 3.1 The term of this Licence shall be for a period commencing at 12:00 a.m. on July 17, 2009 and terminating at 11:59 p.m. on March 13, 2021, unless sooner terminated in accordance herewith (the "Term").

ARTICLE 3
PAYMENT BY LICENSEE

- 3.1 The Licensor hereby acknowledges receipt from the Licensee of the sum of \$10.00, being the fee payable for the Licensed Area for the entire Term (the "Licence Fee"). **The Licence Fee** will not be considered as revenue of the Casino Complex.
- 3.2 The Licensee shall not be charged for shared utilities – gas, hydro, water and sewage – provided such utilities are consumed in amounts which are consistent with normal retail use in the Licensor's reasonable opinion and in the normal course of the Licensee's business. Neither the Licensor nor the Operator will be responsible at any time for any loss or damage caused by the cessation or suspension of service or utilities.
- 3.3 The Licensee shall be responsible for the installation, maintenance, repair and all costs associated with all other utilities and services used or consumed upon or in respect of the Licensed Area, including without limitation, any:
- (a) telephone systems
 - (b) communications systems; and/or
 - (c) security systems

for the Licensed Area.

ARTICLE 4
REPAIRS, MAINTENANCE AND ALTERATIONS

- 4.1 The Licensee throughout the Term and at its expense will repair, maintain and keep the Licensed Area and all appurtenances and equipment therein and thereon in good repair and condition and will make all repairs and maintenance to the Licensed Area if so instructed by the Licensor or the Operator, acting reasonably. For greater certainty, the parties agree that the obligations of the Licensee set forth in this Section 4.1 shall only apply to the interior of the Licensed Area and shall not include the obligation to make any structural repairs to the Licensed Area or the Casino Complex.
- 4.2 The Licensee will not undertake any alterations or changes to the Licensed Area or any area or part thereof without the written consent of the Licensor, other than minor alterations or changes, the cost of which does not exceed \$1,000.

ARTICLE 5
PROPERTY OF LICENSEE

- 5.1 The Licensee shall provide its own furniture and equipment.

ARTICLE 6
EARLY TERMINATION

- 6.1 The Licensee shall have the right at any time of terminating this Licence by giving written notice to the Licensor. Such notice shall be given to the Licensor not less than 60 days prior to the intended date of termination. Such notice shall be sent to it at:

4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8

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

- 6.2 The Licensor shall have the right to terminate this Licence by written notice with immediate effect in the event that: (a) the Licensee defaults in the performance of any of its obligations or otherwise fails to comply with any of the provisions of this Licence and such default and/or non-compliance has not been cured within 15 days of the Licensor providing the Licensee written notice thereof; or (b) the Licensed Area is damaged by fire, or otherwise, to such an extent that in the opinion of the Licensor the Licensed Area is not fit for occupation; or (c) any of the goods or chattels of the Licensee shall be at any time during the Term seized or taken in execution or

attachment, or if the Licensee shall make an assignment for the benefit of creditors, or shall become bankrupt or insolvent, or make a proposal to its creditors. Such notice shall be sent to it at:

5884 Rama Road, Suite 200
Rama, Ontario
L0K 1T0

Telecopier: (705) 325-0879
Attention: President

ARTICLE 7 **INDEMNITIES**

- 7.1** The Licensee agrees that the Indemnified Parties shall not be liable or in any way responsible for, and shall be indemnified and saved harmless by the Licensee from and against any/all actions, claims, demands, proceedings, liabilities, damages, costs (including all legal costs on a solicitor/client full indemnity basis) and expenses whatsoever which may be brought, assessed, incurred or made against the Licensor and/or the Operator in respect of injury, loss or damage to persons or property arising out of, or by reason of, or in any way relating to:
- (a) any bodily injury or death arising from any occurrence in, upon or at the Licensed Area or any area or part thereof;
 - (b) any loss or damage to any property belonging to the Licensee or its employees or licensees or any other person in, upon or at the Licensed Area or any area or part thereof;
 - (c) any act or omission of the Licensee or any of its servants, agents, employees, contractors or persons for whom the Licensee is in law responsible in the Licensed Area or any area or part thereof; or
 - (d) the failure of the Licensee to promptly perform or observe or otherwise comply with any provision of this Licence to be performed or observed or otherwise complied with by the Licensee.
- 7.2** The Indemnifier agrees with the Licensor and the other Indemnified Parties as follows:
- (a) during the Term, the Indemnifier shall be the sole owner of the Shares;
 - (b) if the Licensee defaults in the payment of any amount payable under this Licence or in the due performance of any other obligation of the Licensee under this Licence, the Indemnifier shall forthwith upon demand by the Licensor, pay to the Licensor any amount so payable and all damages that may arise upon the default by the Licensee in the payment thereof or in the due performance of any such obligation;
 - (c) the Indemnifier shall be jointly and severally bound with the Licensee to the Licensor for the performance of the obligations of the Licensee under this Licence and its liability shall be that of a direct and primary obligor and not merely that of a surety;
 - (d) if the Licensee defaults under this Licence, the Licensor may proceed against the Indemnifier as if it were the Licensee, without waiving any of its rights against the Licensee and without any requirement that the Licensor shall first have proceeded against the Licensee or had recourse to or exhausted any of its remedies against the Licensee;
 - (e) the obligations of the Indemnifier and the rights of the Licensor hereunder shall not be affected or in any way prejudiced or impaired by any delay, neglect or forbearance by the Licensor in enforcing performance by the Licensee of its obligations under this Licence or by the granting by the Licensor to the Licensee of any extension of time or by any waiver by the Licensor of any of the Licensee's obligations or by any assignment or sublicense or other dealing by the Licensee with this Licence or the Licensed Area whether with or without the consent of the Licensor or by any want of notice to the Indemnifier or by any dealing between the Licensor and the Licensee with or without notice to the Indemnifier whereby the respective obligations and rights of either the Licensor or the Licensee are amended including any amendment of the Licence or by any other act or failure to act by the Licensor which would release, discharge or affect the obligations of the Indemnifier if it were a mere surety, and with the intent that this indemnity shall not be released or affected or the rights of the Licensor hereunder in any way impaired until such time as all the obligations of the Licensee under this Licence have been fully performed and satisfied;
 - (f) the obligations of the Indemnifier hereunder shall not be released, discharged or affected by the bankruptcy or insolvency of the Licensee or any proposal made by it to its creditors or any disclaimer of this Licence pursuant to the *Bankruptcy and Insolvency Act* (Canada) or any successor or similar legislation, or any disclaimer by any trustee in bankruptcy of the Licensee or by the Licensee ceasing to exist (whether by winding-up, forfeiture, cancellation or surrender of charter, or any other circumstance) or by any event terminating this Licence ; and

- (g) the obligations of the Indemnifier hereunder may be assigned by the Licensor, will benefit and be enforceable by the successors and assigns of the Licensor and shall bind the heirs, executors and legal representatives and the successors and assigns of the Indemnifier;

7.3 The indemnities set forth in Sections 1.5, 7.1, and 7.2, shall survive the expiration or earlier termination of this Licence.

ARTICLE 8
GENERAL

- 8.1 This Licence is personal to the Licensee. The Licensee shall not assign or sublicense all or any part of the Licensed Area without the prior written consent of the Licensor, not to be unreasonably withheld.
- 8.2 This Licence may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 8.3 It is mutually agreed that any and all prior agreements, written or verbal, express or implied between the parties, relating to or in any way connected with the Licensed Area are declared null and void and are superseded by the terms of the present Licence. The parties agree that this Licence constitutes the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied therein.
- 8.4 This Licence and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein (but without giving effect to any conflict of laws rules). The parties agree that the Courts of the Province of Ontario shall have jurisdiction to entertain any action or legal proceedings based on any provisions of this Licence. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.
- 8.5 During the Term, the Licensee shall not suffer or permit any construction liens or other liens or encumbrances to be filed or registered against the Licensed Area or the Casino Complex or upon the estate of the Licensor therein. If such a lien or encumbrance is filed or registered, the Licensee shall at its sole cost and expense cause it to be vacated and/or discharged within 10 days after notice of registration or filing, as the case may be, failing which the Licensor, without obligation to do so, may satisfy, vacate or discharge such lien or encumbrance in which event the amount paid by the Licensor for such purpose, including ancillary expenses and bond premiums, shall thereupon become forthwith due and payable to the Licensor by the Licensee.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Licence as of the date first above written.

CHIPPEWAS OF RAMA FIRST NATION

Per: _____
Name:
Title:

ONTARIO LOTTERY AND GAMING CORPORATION

Per: _____
Name:
Title:

Name:
Title:

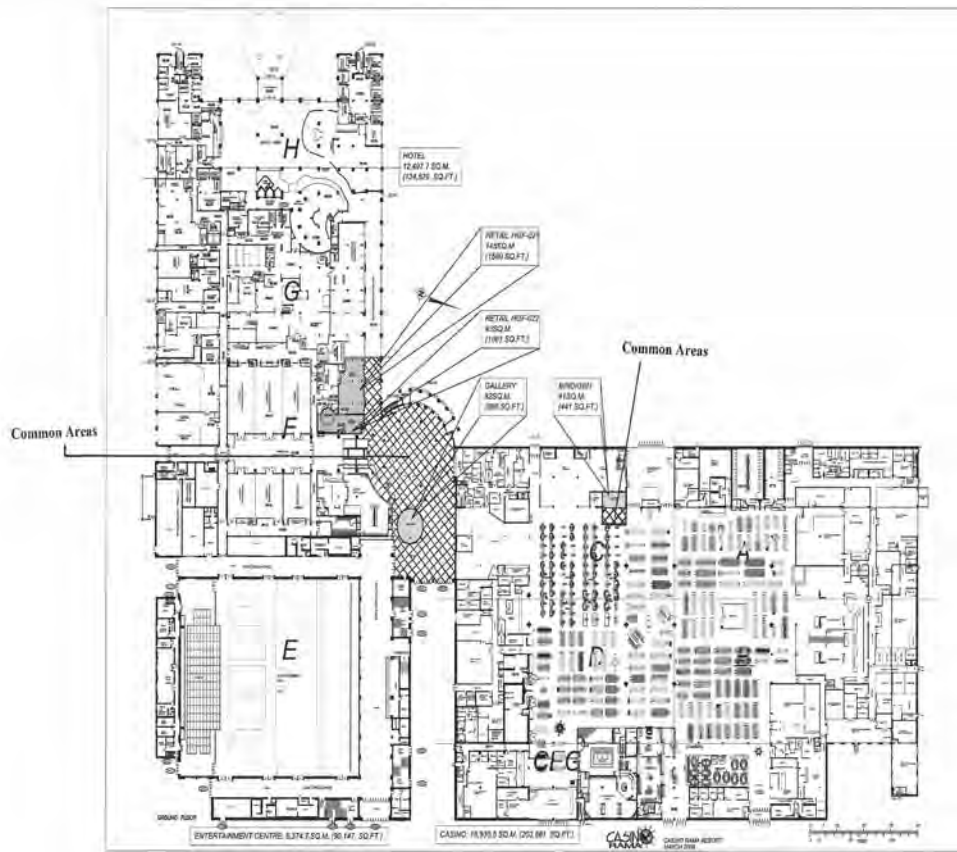
1176290 ONTARIO LIMITED

Per:

Name:
Title:

Name:
Title:

**SCHEDULE B
LICENSED AREA**



SCHEDULE 9**AGREEMENT RE WAREHOUSE LEASE**

THIS AGREEMENT made as of the 17th day of July, 2009,

B E T W E E N:

455457 ONTARIO INC.,
(hereinafter referred to as the "**Landlord**")

- and -

ONTARIO LOTTERY AND GAMING CORPORATION,
(hereinafter referred to as the "**Tenant**")

WHEREAS pursuant to a ground lease (the "**Head Lease**") dated October 30, 1981 between Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian and Northern Affairs, as landlord, and the Landlord, as tenant, the Landlord is the owner of a certain building situate in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario;

AND WHEREAS pursuant to a commercial net lease (the "**Existing Warehouse Lease**") made as of April 1, 2003, a copy of which is attached hereto as Schedule A, the Landlord, as sublandlord, subleased certain Premises (as defined in the Existing Warehouse Lease) in the Building (as defined in the Existing Warehouse Lease) to CHC Casinos Canada Limited ("**CHC Canada**"), the operator of the casino complex known as "Casino Rama" (the "**Casino**"), as subtenant, for a term that expires at midnight on July 31, 2011;

AND WHEREAS in this agreement (the "**Agreement**") all capitalized terms that are defined in the Existing Warehouse Lease and are not otherwise defined in this Agreement shall have the meanings given to them in Existing Warehouse Lease;

AND WHEREAS the Landlord and the Tenant (collectively, the "**Parties**") have agreed that the Landlord shall lease the Premises to the Tenant on the terms set out in the Existing Warehouse Lease, except as modified by this Agreement, such lease (the "**OLG Warehouse Lease**") to commence at 12:01 a.m. on August 1, 2011.

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

1. Agreement to Lease

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the Premises for the period commencing as 12:01 a.m. on August 1, 2011 and ending at 11:59 p.m. on March 13, 2021 (subject to the earlier termination provisions set forth in this Agreement and to be set forth in the OLG Warehouse Lease and subject to Section 3 hereof) and on the terms set forth in the Existing Warehouse Lease, *mutatis mutandis*, except as modified in Section 2 hereof.

2. Modifications to Existing Warehouse Lease

For purposes of the OLG Warehouse Lease, the Existing Warehouse Lease shall be modified as follows:

- (a) Section 1 of the Existing Warehouse Lease shall be modified:
 - (i) by adding the following defined terms:
 - (A) "**Affiliate**" means any person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person referred to. In this definition, "**control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a person, whether through ownership of voting securities, by agreement or contract or otherwise.";
 - (B) "**Casino**" means the casino complex known as "Casino Rama".";
 - (C) "**Operator**" means the entity, if any, appointed from time to time by the Tenant to operate the Casino.";

- (D) **"Post-2011 Contract"** means the agreement made July 17, 2009 between, among others, the Tenant, the Band and the Landlord, with respect to the operation of the Casino from and after August 1, 2011, as the same may be amended, modified, supplemented or replaced from time to time.";
- (ii) by deleting from the definition of **"Building"** the words "Lot 16" and replacing them with the words "Lot 106 as shown on Canada Lands Survey Records Plan 78406";
- (iii) by deleting from the end of the definition of **"Leasehold Improvements"** the words "the Tenant" and replacing them with the words "or on behalf of the Tenant or which were made, erected or installed by or on behalf of CHC Casinos Canada Limited prior to the Lease Commencement Date"; and
- (iv) by deleting from the definition of **"Lease Commencement Date"** the words "April 1, 2003" and replacing it with the words "August 1, 2011".
- (b) Section 3 of the Existing Warehouse Lease shall be deleted and replaced with the following:

"To have and to hold the Premises for and during the period beginning from the Lease Commencement Date and to be fully completed and ended at 11:59 p.m. on March 13, 2021, unless sooner terminated in accordance herewith. Notwithstanding the foregoing and in addition to any other termination rights contained herein, this Lease shall terminate prior to the end of the Term, immediately and without the requirement for any additional notice or documentation or any compensation (except as provided for in the Post-2011 Contract) if the Head Lease is terminated in accordance with its terms."

- (c) Section 4 of the Existing Warehouse Lease shall be modified to provide that the Basic Rent payable under the OLG Warehouse Lease during the first year thereof shall be an amount equal to that amount of Basic Rent which was payable by CHC Canada during the year prior to the expiration of the Existing Warehouse Lease, subject to an adjustment based on change in the CPI as determined by the CPI Multiplier in accordance with the Existing Warehouse Lease. The Landlord shall, and shall request that CHC Canada, deliver to the Tenant a written confirmation of the amount of Basic Rent payable by CHC Canada under the Existing Warehouse Lease for the then current year as soon as reasonably possible after the execution and delivery of this Agreement. The Tenant agrees that the Basic Rent payable under the OLG Warehouse Lease during each year of the Term of the OLG Warehouse Lease shall be subject to the same year-to-year CPI adjustment as provided for in the Existing Warehouse Lease, *mutatis mutandis*. For greater certainty, notwithstanding Section 4 of the Existing Warehouse Lease, there shall be no reduction in the Basic Rent payable by the Tenant for the first three months of the OLG Warehouse Lease and such language shall be deleted from Section 4 of the OLG Warehouse Lease.
- (d) Section 14 of the Existing Warehouse Lease shall be modified by deleting from paragraph (a) thereof the first sentence therein.
- (e) Section 15 of the Existing Warehouse Lease shall be modified by deleting from paragraph (i) thereof the words "provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant to be placed on the Premises" and replacing them with the words "provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant to be placed on the Premises and will cause any previously placed or installed sign to be removed".
- (f) Section 20 of the Existing Warehouse Lease shall be modified:
- (i) by adding the words "Except as otherwise provided for herein," to the beginning of paragraph (a) thereof;
- (ii) by deleting from the first line of paragraph (c) thereof the words "such assignment or subletting" and replacing them with the words "assignment, subletting or other disposition referred to herein"; and
- (iii) by adding, as new paragraph (g) thereof, the following:
- "Notwithstanding anything to the contrary contained herein, the Tenant may assign this Lease or sublease, license or otherwise part with possession of the Premises or any part thereof without the prior written consent of the Landlord if such assignment, sublease, license or other disposition is to the Operator or an Affiliate of the Landlord; provided that: (i) the Tenant gives the Landlord reasonable prior written notice of such disposition; and (ii) the Tenant shall remain liable under this Lease notwithstanding such disposition, unless it is to an Affiliate of the Landlord or unless and until the proposed assignee, sublessee or transferee, as applicable, has agreed in writing with the Landlord, acting reasonably, to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease insofar as the same pertain to that portion of the Premises being assigned, sublet or otherwise disposed of, in either of which events the Tenant shall be fully released from and cease to be bound by this Lease in respect of such portion of the Premises pursuant to Section 20(c)."
- (g) Section 31 of the Existing Warehouse Lease shall be modified:

- (i) by deleting the address for the Tenant located therein and replacing it with the following:

"Ontario Lottery and Gaming Corporation
4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8

Fax No.: (416) 224-7000
Attention: Chief Executive Officer"; and

- (ii) by deleting the address for the Landlord located therein and replacing it with the following:

"455457 Ontario Inc.
5884 Rama Road, Suite 200
Rama, Ontario
L0K 1T0

Fax No.: (705) 325-0879
Attention: President"

- (h) Section 34 of the Existing Warehouse Lease shall be modified by adding, after the last sentence thereof, the following:

"Notwithstanding the foregoing, the Landlord and the Tenant acknowledge and agree that any dispute referred to in this Section 34 shall constitute a "Dispute" within the meaning set forth in Section 20.1 of the Post-2011 Contract and that they shall, prior to resorting to arbitration in accordance with this Section 34, attempt to resolve such dispute by mediation in accordance with Section 20.1 of the Post-2011 Contract, *mutatis mutandis*."

- (i) Section 35(g) of the Existing Warehouse Lease shall be deleted.
- (j) Section 36 of the Existing Warehouse Lease shall be modified by adding, after the first sentence of the second paragraph thereof, the following:

"The Landlord further represents and warrants that, as at the Lease Commencement Date: (i) the term of the Head Lease expires on a date which occurs after the expiration of the Term; and (ii) subject to obtaining the certificate referred to in the last paragraph of this Section 36, the Landlord has all necessary rights and has complied with all obligations on its part under the Head Lease to lease the Premises to the Tenant on the terms set forth in this Lease."

- (k) Any references in the Existing Warehouse Lease to any statute or any section thereof shall, unless otherwise expressly stated in the Existing Warehouse Lease, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and such references in the Existing Warehouse Lease shall be modified in accordance with the foregoing for purposes of the OLG Warehouse Lease.

3. Acknowledgement re Head Lease

The Landlord and the Tenant acknowledge and agree that the accuracy of the representation and warranty of the Landlord contained in (i) of the paragraph to be added to Section 36 of the Existing Warehouse Lease pursuant to Section 2(j) may require an extension of the Head Lease, which the Landlord has undertaken to use its best efforts to obtain in accordance with Section 22.16 of an agreement dated July 17, 2009 between, among others, the Landlord and the Tenant, with respect to the operation of the Casino from and after August 1, 2011 (the "**Post-2011 Contract**"). If the Landlord is unable, despite its best efforts, to obtain such extension, the Parties agree that the term of the OLG Warehouse Lease provided for herein shall be revised such that the OLG Warehouse Lease shall terminate on the day prior to the day on which the Head Lease terminates in accordance with its terms.

4. Landlord's Covenant re Existing Leasehold Improvements

(a) The Landlord agrees to use all efforts that a landlord leasing comparable premises would reasonably use to enforce all of its rights under the Existing Warehouse Lease with respect to any Leasehold Improvements and/or trade fixtures that were installed by or on behalf of CHC Canada during the Term (including, without limitation, with respect to the removal thereof and/or making good any damage or injury caused thereby), provided that the Landlord shall not be required to expend any money in enforcing such rights unless it so chooses. The Landlord shall also provide any access and/or information reasonably requested by the Tenant in order to ensure that the physical condition of the Premises will be acceptable to the Tenant as of August 1, 2011.

(b) Notwithstanding that the Landlord and the Tenant may have entered into the OLG Warehouse Lease on or prior to August 1, 2011 or anything to the contrary contained herein, if CHC Canada has not complied with its obligations under the Existing Warehouse Lease with respect to its Leasehold Improvements and/or trade fixtures (including, without limitation, with respect to the removal thereof and/or making

good any damage or injury caused thereby) and the Tenant has determined, in its sole discretion, that the physical condition of the Premises would materially and adversely affect its intended use of or operations within the Premises, the Tenant may deliver to the Landlord, no later than the later of: (i) seven days after the date that CHC Canada has vacated the Premises; and (ii) August 8, 2011, written notice (the "OLG Notice") of the same, which notice shall specify in reasonable detail what repairs or other remedial actions would be required to rectify the failure of CHC Canada to comply with its obligations under the Existing Warehouse Lease (collectively, the "Rectification Measures"). Upon receipt of the OLG Notice, the Landlord shall have ten days within which to deliver a written notice to OLG (the "Rama Response") declaring that it is prepared to perform and complete the Rectification Measures at its cost, which notice shall include, if reasonably possible, an anticipated timeline for the completion thereof. Notwithstanding that the OLG Warehouse Lease may require that the Tenant pay Rent and other amounts due thereunder for a period commencing August 1, 2011, the Landlord and the Tenant acknowledge and agree that the payment by the Tenant of Rent and/or any other amounts due under the OLG Warehouse Lease shall not commence unless and until the Rectification Measures (if any) are completed by the Landlord. Upon delivery of the Rama Response, the Landlord shall commence and complete the Rectification Measures and the Tenant shall cooperate with the reasonable requests of the Landlord in connection with the completion of such Rectification Measures (including, without limitation, vacating any portions of the Premises that are reasonably required to be vacated for the purposes of performing and completing the Rectification Measures required for such portions). If the Landlord does not deliver a Rama Response within the time period provided for herein or at any time elects not to complete the Rectification Measures, the Tenant shall be entitled, by written notice and at its sole discretion, to terminate this Agreement and/or the OLG Warehouse Lease, as the case may be, in which event the Tenant shall not be required to pay any Rent or other amounts due under OLG Warehouse Lease and neither party shall have any claim against the other in respect of the termination of the OLG Warehouse Lease (except for any claim that the Tenant may have against the Landlord for the repayment of Rent and/or any other amounts paid by the Tenant to the Landlord pursuant to the OLG Warehouse Lease).

(c) Notwithstanding anything to the contrary contained herein, this Section 4 shall survive the execution and delivery of the OLG Warehouse Lease and the occupation of the Tenant of the Premises. Should there be any conflict or inconsistency between the terms contained in this Section 4 and the terms contained in the OLG Warehouse Lease, the terms contained in this Section 4 shall prevail in all respects.

5. **Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto agree that they will attorn to the non-exclusive jurisdiction of the courts of Ontario.

6. **Severability**

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7. **Further Assurances**

Each of the Parties shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to this Agreement.

8. **Obligations as Covenants**

Each agreement and obligation of any of the Parties hereto in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.

9. **Time**

Time shall be of the essence in this Agreement.

10. **Successors and Assigns**

All of the covenants and agreements in this Agreement shall be binding upon the Parties and their respective successors and assigns and shall enure to the benefit of and be enforceable by the Parties and their respective successors and their permitted assigns pursuant to the terms and conditions of the Post-2011 Contract.

11. **Counterparts: Facsimile Delivery**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts of this Agreement may be executed either in original or faxed form and the Parties shall adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided however, that any Party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

455457 ONTARIO INC.

by _____
Name:
Title:

ONTARIO LOTTERY AND GAMING CORPORATION

by _____
Name:
Title:

Name:
Title:

SCHEDULE A
EXISTING WAREHOUSE LEASE

COMMERCIAL NET LEASE

THIS LEASE made as of the 1st day of April, 2003, and shall commence on June 13, 2003 or on such later date as the building is ready for occupancy.

B E T W E E N:

455457 ONTARIO INC., carrying on business under the firm name and style
of RAMCOR DEVELOPMENTS

hereinafter called the "Landlord"

- and -

CHC CASINOS CANADA LIMITED

hereinafter called the "Tenant"

WHEREAS the Landlord is the owner as the tenant under the Head Lease of certain premises known as the Building situate in Lot 16 in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario.

AND WHEREAS the Landlord and the Tenant agreed to enter into a lease in respect of a portion of the Building in which the business of the Tenant is or is to be located.

53. DEFINITIONS

"**Additional Rent**" means all amounts (except Basic Rent) payable by the Tenant under this Lease whether to the Landlord or otherwise and whether or not characterized as rent under this Lease.

"**Band**" means the Chippewas of Mnjikaning First Nation Band of Indians, being a band for the purpose of the *Indian Act*.

"**Basic Rent**" means the rent payable pursuant to Section 56.

"**Building**" means the Warehouse Building comprised of approximately 44,000 square feet, as it may be altered from time to time and situate on Lot 16 in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario, as shown in green outline on the site plan attached hereto as Schedule "A". The Landlord shall deliver to the Tenant a certificate of the Landlord's Architect, addressed jointly to the Landlord and the Tenant confirming square footage of the Building and the Leased Premises, prior to the Commencement Date.

"**Common Areas and Facilities**" means those portions of the Building and adjacent lands designated from time to time by the Landlord for the non-exclusive use for their intended purposes by the Tenant, its servants, agents and invitees, together with all others so entitled with such Common Areas and Facilities to include, without limiting the generality of the foregoing, the access and exit roadways and walkways, parking areas, loading docks and areas, landscaped and planted areas, lighting facilities, equipment, fixtures, electrical, plumbing and other mechanical installations and services within the Building, utility and service areas and traffic control facilities. The Common Areas and Facilities shall, at all times, be subject to the exclusive control and management of the Landlord.

"**CPI**" means the Consumer Price Index prepared by Statistics Canada (base year 2002 = 100) or its successors or successors for Ontario (all items). In the event there ceases to be such an index or compilation, a similar measure selected by the Landlord and approved by the Tenant in writing.

"**CPI Multiplier**" means for each 12 month period commencing with May 1, 2002, the Basic Rent shall be subject to an upward adjustment only based on any increase in the CPI from year to year during the relevant term with respect to the Premises, using the amount obtained by multiplying the Basic Rent for the preceding 12 month period by a fraction, the numerator of which is the CPI for the first month in the 12 month period in question, and the denominator of which is the CPI for the first month in the immediately preceding 12 month period.

"**Head Landlord**" means Her Majesty the Queen in Right of Canada, as represented herein by the Minister of Indian and Northern Affairs Canada.

"**Head Lease**" means the ground lease dated the 30th day of October, 1981, between Head Landlord and 455457 Ontario Inc., as tenant as such head lease has been amended from time to time.

"**Leasehold Improvements**" means all fixtures, improvements, and alterations made, erected or installed by the Tenant.

"**Lease Commencement Date**" means April 1, 2003.

"**Premises**" means those premises in the Building demised to the Tenant and described in Section 54 hereof.

"**Prime Rate**" means the lowest rate of interest quoted by the chartered banks to the most credit worthy borrowers for prime business loans, as published in the periodic publication entitled "The Bank of Canada Review".

"**Proportionate Share**" means the ratio which the floor area of the Premises from time to time bears to the total rentable area of the Building; for this purpose, the total rentable area of the Building is conclusively deemed to be 44,000 square feet. Initially, Proportionate Share shall be 88% based on floor area of the Premises.

"**Rent**" means those amounts described in Section 60 hereof.

"**Term**" means the term demised by this Lease as set out in Section 55 and where applicable, shall include any extension of the original term.

54. LEASED PREMISES

In consideration of the rents, covenants and agreement hereinafter contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased and by these presents does demise and lease unto the Tenant the premises in the Building outlined in yellow (the "Unit") on the floor plan attached as Schedule "A" annexed hereto, which Unit has an area of approximately forty-four thousand (44,000) square feet in total. Such square footage to be certified by the Landlord's architect as measured on site. Such certificate of square footage shall be provided to the Tenant.

Together with the non-exclusive access thereto over the Chippewas of Rama Industrial Park entrances and drives, and the use by the Tenant, its servants, agents and invitees for their intended purposes and in common with others entitled thereto of the Common Areas and Facilities.

55. TERM

To have and to hold the Premises for and during the Term beginning from the Lease Commencement Date and to be fully completed and ended on midnight, July 31st, 2011.

56. BASIC RENT

Yielding and Paying in advance for the period from the Lease Commencement Date to the end of the Term, Basic Rent of \$7.14 per square foot, being an annual rate of Three Hundred and Fourteen Thousand, Two Hundred Dollars and no cents (\$314,200.00) per year. Basic Rent shall be payable in equal monthly instalments, in advance, of Twenty-Six Thousand, One Hundred and Eighty-Three Dollars and no cents (\$26,183.00) on the first day of each and every month beginning on the fourth month from the Commencement Date. For the first three (3) months rent on the Rama Plastics building is waived, and the Basic Rent herein shall be in the amount of Seventeen Thousand, Five Hundred and Sixteen Dollars and Thirty-Three Cents (\$17,516.33) per month. The Tenant shall pay the first and last months Basic Rent upon the commencement date of the Lease (i.e. April 1, 2003 or such later date as the building is ready for occupancy) in the amount of Forty-Three Thousand, Six Hundred and Ninety-Nine Dollars and Thirty-Three Cents (\$43,699.33) (representing \$17,516.33 for the first month's rent and \$26,183.00 for the last month's rent). Basic Rent shall be subject to any CPI adjustment upward only as provided hereunder. For each 12 month period commencing with April 1, 2003, the Basic Rent shall be subject to an adjustment based on any change in the CPI as determined by the CPI Multiplier.

57. COMMENCEMENT AND CONDUCT

The Tenant, at its own expense, shall commence and operate its business in the Premises in compliance with provisions of this Lease. The Tenant shall, during the Term at its own expense, promptly observe, perform, execute and comply with the requirements of all applicable Band by-laws of general application relating to the safety in the workplace, and all applicable laws, rules, requirements, orders, directions, ordinances and regulations of Canada or the Province of Ontario or any competent municipal authority or agency concerning the Building, the construction, demolition, alteration, remodelling, replacement, operation, condition, maintenance, use or occupation of the Premises. The Tenant shall have the right to contest the validity of such Band by-laws, laws, rules, requirements, orders, directions, ordinances and regulations.

58. TENANT'S INSURANCE

The Tenant shall, throughout the Term of this Lease, provide and keep in force:

- (a) general liability insurance in respect of the Premises in an amount not less than Four Million (\$4,000,000.00) Dollars in respect of injury to or death of one or more persons or property damage. Such insurance shall be effected with insurers. The Landlord shall be named as an additional insured, with a cross liability clause. In the event of the failure of the Tenant to so insure or to furnish the Landlord with satisfactory evidence of such insurance or of the renewal thereof, the Landlord may from time to time effect such insurance on behalf of the Tenant, and any premium paid by the Landlord shall be payable forthwith by the Tenant upon demand as additional rent;
- (b) The Insurance policies required of the Tenant under this Lease shall to the extent that it is obtainable, contain an agreement by the insurer that it will not cancel or substantially alter the policy, in non-compliance with section 58(a), without first giving each of the insured at least thirty (30) days prior written notice. The Tenant shall furnish the Landlord with certificates evidencing such policies within fifteen (15) days of the Lease Commencement Date and a certificate of renewal at least ten (10) days prior to the date of the expiration of any policy in force.

59. USE OF LEASED PREMISES

- (a) The Premises shall not be used for any purpose other than warehouse purposes and the Tenant hereby agrees to carry on such business in accordance with the terms and conditions of this Lease;
- (b) If the Premises are used for any purpose other than that for which the same are hereby leased, or other than for such other purposes as may be further consented to in writing by the Landlord, this Lease shall, at the option of the Landlord, forthwith on written notice to the Tenant, cease and determine.

60. BASIC AND ADDITIONAL RENT

Basic Rent and Additional Rent shall for all purposes herein be deemed to be rent and is reserved by the Landlord and is payable by the Tenant in consideration for the demise and lease of the Premises hereunder. The Landlord shall have, in addition to any other rights and remedies in the event of default by the Tenant in the payment of Additional Rent, such rights and remedies that the Landlord would have in the event of default by the Tenant in payment of Basic Rent, subject to paragraph 16(e) herein. Wherever the word "Rent" is used in this Lease, it shall be deemed to mean and include Basic Rent and Additional Rent and any other monies or amounts which may be owing by the Tenant to the Landlord or otherwise payable by the Tenant pursuant to this Lease.

61. UTILITIES

The Tenant shall pay all charges, costs and rates for all utilities and services supplied to the Premises and consumed by the Tenant, including heating, gas, electricity, air conditioner, water, telephone and cable, and for all meters, fittings, machines, apparatus and other things used in connection with the supply and installation of such utilities, and for all work and services required by the Tenant and performed by anyone in connection therewith. Accounts for utilities not separately metered to the Premises shall be apportioned by the Landlord on a percentage of usage basis. Whenever requested by the Tenant, the Landlord shall deliver to the Tenant, in a timely manner, a written statement indicating the method of calculating the amount of utilities attributed to the Leased Premises. The Tenant shall have the right to dispute such charges.

62. MAINTENANCE OF THE BUILDING AND SERVICE CHARGES

The Landlord covenants to keep the Building, in accordance with current first class practises, as would a prudent owner of a similar development, and agrees that throughout the Term and any Term extensions, it shall maintain and keep the Building in a state of good order and repair in a timely manner and with due diligence and the Landlord, without limiting the foregoing, shall:

- (a) maintain all entrances, driveways and lanes, free and unobstructed and shall suitably mark all parking spaces and maintain all paved surfaces in a reasonably smooth and good condition and properly drained;
- (b) remove or cause to be removed from the common areas all papers, debris, snow, ice, filth and refuse when reasonably necessary;
- (c) keep the surface of all exterior pavement and sidewalks, including those immediately adjacent to the Premises, sanded and salted when reasonably required;
- (d) effect all repairs and replacements required to keep the common areas in good order and repair and effect all repairs and replacements to the structure, including the roof of the Building;
- (e) maintain the landscaped areas;
- (f) provide sufficient lighted parking spaces in the Building to comply with all applicable governmental laws, by-laws, and regulations.

The Landlord shall ensure that all costs in this section shall be at competitive market rates applicable to similar premises in the Orillia area, and the Landlord may provide the necessary services to complete the work enumerated in this section by its own forces or by Band forces provided the Tenant is first advised and satisfied that such services will be provided at competitive commercial rates as aforesaid. The Tenant shall pay its Proportionate Share of all charges and costs incurred by the Landlord of the maintenance, operation, repair, local improvements of any kind or nature, and replacement of the Common Areas and Facilities and the Building referenced above in paragraphs (a) to (f) as well as snow ploughing and removal, garbage collection, grass cutting, and garden maintenance. Notwithstanding the foregoing, the cost of snow removal shall not exceed the proportionate share of the rate the Tenant has negotiated for the casino complex. For greater certainty, notwithstanding the above, the extent of the costs in this section are capital in nature according to generally accepted accounting principles, they shall be excluded from costs that the Tenant is responsible for, unless caused by the Tenant's negligence.

63. REPAIRS

(a) The Tenant will keep in good and substantial state of repair the Premises including all leasehold improvements and all trade fixtures therein, all glass and utilities and all heating, air conditioning and ventilating equipment therein, but with the exception of the structural elements, including the roof, of the Premises in respect of which the Landlord covenants to be responsible, in accordance with section 68(b) (unless such damage is caused by the Tenant's negligence), and reasonable wear and tear and damage caused by the Landlord's negligence;

(b) The Tenant shall allow the Landlord or its duly appointed agents and work people at reasonable hours, on prior reasonable written notice by the Landlord so as to not disturb the normal working routine of the Tenant, on request, to enter and view the state of repair of the Premises and the Tenant will repair, as aforesaid according to notice in writing, provided always that if the Tenant shall not, within fifteen (15) days after service of such notice or such longer period of time as may be required, in view of the nature and scope of the repair and/or the availability of labour and/or materials, commence and proceed diligently with the execution of the repairs and works mentioned in such notice. It shall be lawful for the Landlord to enter upon the Premises and execute such repairs and works and the cost thereof shall be deemed to be Additional Rent in arrears and collectible as same. The intention of this Lease is that, subject to the express terms hereof, the rent received by the Landlord is free and clear of all expenses in connection with the care, maintenance, operation, repair, demolition, work or improvement whatsoever, of the Premises and the Building, except as provided in this Lease; and

(c) The Tenant shall keep, operate and maintain the Premises and every part thereof in a clean and sanitary condition and in accordance with all laws, directions, rules and regulations of any government authority having jurisdiction in respect of same. The Tenant shall perform and pay for its own garbage removal.

64. RUBBISH AND DIRT

The Tenant shall not perform acts or carry on any practices which may injure the Premises or the Building and shall keep the interior of the Premises reasonably clean and free from rubbish and dirt. The Tenant shall not burn any trash or garbage in or about the Premises or anywhere else within the confines of the Building or Common Areas and Facilities.

65. NUISANCE

The Tenant shall not use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof or in the Common Areas and Facilities, any noxious, noisome or offensive act, trade, business, occupation or calling, or keep, sell, use or handle and dispose of any goods or things by which the Premises or the Building shall be injured, or which may void or render voidable any insurance upon the Building or part thereof.

66. BUILDING COMPLETION, REPAIRS, ALTERATIONS AND FIXTURES

(a) The Tenant shall provide the Landlord with its preliminary and final design drawings (illustrating floor plans and elevations) within which the Premises shall be built. No approval of the Landlord is required with respect to any of the Tenant's alterations to the interior of the Premises unless the alteration involves a structural or life safety change, in which case a Building Permit from the Mnjikaning Building Department would be required. Any exterior alterations made by the Tenant, which affect the structure, design or finishing of the Premises or the Building shall be submitted to the Landlord for its layout and design input and approval, acting reasonably and in a timely manner. Once approved, the Tenant shall complete the approved plans in a good and workmanlike manner and with due diligence and dispatch.

(b) The Tenant agrees to provide the Landlord with a complete set of architectural drawings relating to its leasehold improvements of the Premises.

(c) The Tenant shall not make any interior alterations which affect the structure of the Premises or the Building, including alterations for the purpose of installing any interior or exterior lighting or plumbing fixtures, or exterior decorations or painting, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. All alterations, additions or improvements which may be made or installed with the consent of the Landlord upon the interior of the Premises shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as a part thereof without disturbance, manipulation, or injury at the termination of the Term. The Tenant shall have no obligation to remove any such alterations, additions or improvements from the Leased Premises or to restore the Leased Premises at the end of the Term or any renewal thereof. All Leasehold improvements shall immediately upon their placement be and

become the Landlord's property without compensation therefore to the Tenant. Notwithstanding anything contained in this paragraph:

- (i) the Tenant may install its usual trade fixtures in the usual manner provided such installation does not damage the structure of the Premises; and
 - (ii) provided that the Tenant has paid the Rent hereby reserved and performed the covenants herein contained and on its part to be performed, the Tenant shall have the right, at the expiration of this Lease, to remove its trade fixtures, but the Tenant shall make good any damage or injury caused to the Premises that shall have resulted from such installation or removal.
- (d) The Tenant shall be solely responsible for all architectural, mechanical, electrical, structural and any other lawful requirements to ensure the renovations and works comply with all relevant statutes, by-laws, and orders of any authority having jurisdiction including but not limited to:
- (i) any heating, ventilation and air conditioning units of adequate capacity;
 - (ii) all electrical, mechanical and lighting systems to adequate capacity;
 - (iii) fire alarm system if required by code;
 - (iv) complete sprinkler system if required by code; and
 - (v) main sewer/waste lines, plumbing and sanitary drainage within the Premises, and sanitary vents
- to service the Premises exclusively, in a first class manner.

67.

TENANT'S COVENANTS

The Tenant covenants and agrees with the Landlord as follows:

- (a) the Landlord shall not be liable or responsible in any way for any injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, invitee or customer of the Tenant or any other person who may be upon the Premises or the Common Areas and Facilities, or for any loss of or damage or injury to any property belonging to the Tenant or its employees, customers or to any other person while such property is on the Premises and, in particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by the failure by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by the interruption of any public utility or service or by stream, water, rain, snow or other substances leaking into issuing or flowing into any part of the Premises or Building or from the water, stream, sprinkler or drainage pipes, or plumbing works of the same or from any other place or quarter or for any damage caused by anything done or omitted by any tenant or other occupant of the Building unless caused by the Landlord and/or those for whom the Landlord is at law responsible. The Tenant shall not be entitled to any abatement of Rent in respect of any such condition, failure or interruption of service, and the same shall not constitute an eviction;
- (b) to indemnify and save harmless the Landlord from all fines, suits, claims, demands and action to which the Landlord shall or may become liable for or suffer:
 - (i) by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease; or
 - (ii) by reason of any injury occasioned to or suffered by any person or persons or any property on the Premises resulting from any wrongful act, neglect or default on the part of the Tenant or any employee, agent, invitee or customer of the Tenant;
- (c) in the event the Tenant shall fail to pay any taxes, or charges payable by it under this Lease and which constitute a lien or charge upon the Premises or the Building, the Landlord, after the expiration of ten (10) days' notice to the Tenant, within which such default shall not have been cured, may pay all or any of the same and all of such payments so made shall constitute Rent payable forthwith by the Tenant;
- (d) it is agreed that if any insurance policy upon the Building or any part thereof shall be cancelled or the coverage thereunder reduced in any way by the insurer, or if such action is threatened, by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any subtenant or licensee of the Tenant, or by anyone permitted by the Tenant to be upon the Premises, the Tenant shall forthwith remedy the condition giving rise to such cancellation or reduction of coverage or threatened cancellation or reduction of coverage and failing which, the Landlord may upon twenty-four (24)

hours notice, at its option and at the cost of the Tenant as Additional Rent remedy such condition without such action constituting an eviction;

- (e) if the Tenant wishes to install any electrical or other equipment which may overload the electrical or other service facilities of the Building or the Premises, the Tenant shall at its own expense make whatever changes are necessary to comply with the reasonable and lawful requirements of the insurance underwriters and governmental authorities having jurisdiction, but no changes shall be made by the Tenant until the Tenant first submits to the Landlord plans and specifications for the proposed work and obtains the Landlord's written approval to make the same, such approval shall be timely and shall not be unreasonably withheld;
- (f) the Tenant will observe any rules and regulations attached to this Lease and such other and further reasonable rules and regulations as the Landlord may make pertaining to the operation, reputation, safety, care or cleanliness of the Premises, the operation and maintenance of the Building and the Common Areas and Facilities provided such rules and regulations are not inconsistent with the terms of this Lease and that the Tenant has been given a written notice of the same;
- (g) the Tenant shall pay to the Landlord in the manner specified herein, without any deduction, set-off or abatement, all rent hereby reserved and all other amounts which are collectible by the Landlord as Rent, and in the event the Tenant shall fail to pay any such amount when due and payable hereunder such unpaid amount shall bear interest and be payable as Rent owing from the due date thereof to the date of payment at the Prime Rate plus three percent (3%), calculated and compounded daily with any adjustment in the Prime Rate to be effective on the date of any change in the Prime Rate. The Landlord's acceptance of any Rent, whether or not in arrears, shall not constitute a waiver of compliance with any of the covenants, terms and conditions of this Lease or any other rights of the Landlord. The Tenant shall observe and perform all terms and provisions of this Lease on its part to be observed and performed ;and shall not do or suffer to be done anything contrary to any term or provisions hereof;
- (h) the Tenant shall, at the Tenant's sole cost and expense, comply with the provisions of Section 57 and will indemnify and save harmless the Landlord from each and every demand, action, cause of action and expense, including solicitor's fees, caused by failure so to do;
- (i) the Tenant agrees not to paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part on the outside or inside of the Building or on the Premises; provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant to be placed on the Premises; the color, size, style, character and material of the signs shall be as the Tenant determines, and the Landlord approves, such approval to be timely and not to be unreasonably withheld, and the cost of placing them shall be paid by the Tenant to the Landlord on demand and is recoverable as rent.

68.

LANDLORD'S COVENANTS

The Landlord covenants and agrees with the Tenant as follows:

- (a) that if the Tenant pays the Rent hereby reserved and performs the covenants herein on its part contained, it shall and may peaceably possess and enjoy the Premises for the Term hereby granted and renewal terms without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, provided that the Landlord and its agent shall have the right upon twenty-four (24) hours' written notice to the Tenant to enter upon the Premises at reasonable times to show the Premises to prospective purchasers, encumbrancers or assignees, provided that such entry does not interfere with the Tenant's use and occupancy of the Premises. The Landlord shall have the right within the three (3) months prior to the termination of this Lease, to place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are for sale or to let, and the Tenant agrees that it will not remove such notice or permit the same to be removed;
- (b) that the Landlord will keep in a good and substantial state of repair the structural elements including the roof, roof structure, structural foundations of the Building and load bearing walls and the costs of same shall be for the Landlord's account and not recoverable from the Tenant unless caused by the negligence of the Tenant;
- (c) that the Tenant shall be entitled to the benefits of any and all warranties which the Landlord may be entitled to enforce in relation to the Premises, including but not limited to warranties given or made by builders, trades and sub-trades, and the manufacturers or suppliers of materials, and the Landlord hereby agrees to cooperate fully respecting the enforcement of any claims arising in consequence of the breach of such warranties at the Tenant's expense;
- (d) that the Landlord will use its best efforts to provide the Tenant with a non disturbance agreement from the Head Landlord, in a form acceptable to the Tenant, such consent not to be unreasonably withheld;
- (e) that the Landlord will maintain its non gaming-related supplier registration under the *Ontario Gaming Control Act* for the term of this Lease and any renewal terms. The Landlord understands and hereby accepts that no payments whatsoever shall be made to the Landlord by the Tenant hereunder unless the Landlord is registered as a non gaming-related supplier under the *Ontario Gaming Control Act*. In the event that non-payment or late payment is caused by the fact that the Landlord is

not registered as a non gaming-related supplier under the *Ontario Gaming Control Act*, the Tenant shall not be deemed to be in default and the Landlord shall have no rights or remedies whatsoever against the Tenant, notwithstanding any other section of this Lease.

- (f) that the Landlord will indemnify and save harmless the Tenant from all fines, suits, claims, demands and action of any kind or nature to which the Tenant shall or may become liable for or suffer:
- (i) by reason of any breach, violation or non-performance by the Landlord of any covenant, term or provision of this Lease; or
 - (ii) by reason of any injury occasioned to or suffered by any person or persons or any property on the Premises resulting from any wrongful act, neglect or default on the part of the Landlord or any employee, agent, invitee or customer of the Landlord.

69. DAMAGE TO THE LEASED PREMISES

(a) If and whenever the Premises shall be destroyed, demolished or damaged by fire or other cause to such an extent that the same shall not be capable with due diligence of being repaired, restored or rebuilt within a period of ninety (90) days after the happening of such destruction, demolition or damage, then the Landlord or the Tenant may terminate this Lease upon thirty (30) days' written notice to the other given within forty-five (45) days of the date of such destruction, demolition or damage, and the Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and Rent shall be apportioned to the date of such damage, demolition or destruction;

(b) Provided further that if the Premises can with due diligence be repaired, restored or rebuilt within such period of ninety (90) days or if the Landlord and the Tenant have not terminated as aforesaid, the Landlord shall rebuild it but, in lieu of rebuilding it in the same form, shall be entitled to build a building in accordance with a plan chosen by the Landlord and so long as the floor area thereof of the Premises proposed for the Tenant is not less than the floor area of the Premises it replaces;

(c) If the Premises are destroyed, demolished, or damaged by fire or other cause and notice to terminate this Lease shall not have been given as provided under subsection (a) of section 69, the Landlord shall repair the Premises, excluding the Tenant's Leasehold improvements, with all reasonable speed, and

- (i) if the destruction, demolition or damage is such as to render the Premises wholly unfit for occupancy, all Rent under this Lease shall cease from the time of the occurrence thereof until the completion of repairs to the Premises by the Landlord;
- (ii) if the destruction, demolition or damage is such that the Premises can be partially used by the Tenant all Rent hereunder shall be payable in accordance with the terms hereof, provided that the Rent payable during the whole or any part of the period during which the Premises may be only partially used by the Tenant, shall abate according to the nature and extent of the destruction, demolition or damage from the time of the occurrence of such destruction, demolition or damage until the substantial completion of repairs to the premises by the Landlord; and
- (iii) upon the substantial completion of repairs to the Premises by the Landlord all Rent under this Lease shall recommence within fifteen (15) days, or upon the opening of the Premises for business, whichever is the earlier.

(d) Any question as to the extent of damage to or destruction of the Premises or the Building shall be determined by an independent architect or firm of architects chosen by the Landlord and acceptable to the Tenant, such approval not to be unreasonably withheld, and whose decision shall be final and binding and no appeal shall lie therefrom.

70. REMEDIES OF THE LANDLORD

(a) Proviso for re-entry by the Landlord on non-payment of Rent or non-performance of covenants, subject to the provisions of this Lease;

(b) If the Tenant shall fail to pay any instalment of Rent or other sums payable as Rent under this Lease when due and shall allow such default to continue for five (5) days following the giving by the Landlord to the Tenant of written notice of such default or if the Tenant shall fail to perform any of the other covenants, conditions or agreements in this Lease on the Tenant's part to be observed, kept or performed, and shall allow any such default to continue for thirty (30) days following the giving by the Landlord to the Tenant of written notice of such default then the Term of this Lease may, at the option of the Landlord and with notice to the Tenant, be terminated and the Term and estate hereby vested in the Tenant and any and all other rights of the Tenant hereunder shall thereupon immediately cease and expire as fully and with like effect as if the entire term of the Lease had elapsed;

(c) If the Tenant shall default in the performance of any covenant (other than any covenant to pay Rent) on its part to be performed under this Lease, the Landlord may, if such default shall continue for thirty (30) days following the giving by the Landlord to the Tenant of written notice of such default perform the same for the account of the Tenant, and may enter upon the premises for that purpose and

shall not be liable to the Tenant for any loss or damage to the Tenant's merchandise or business caused by acts of the Landlord acting reasonably in so remedying the default or neglect of the Tenant. If the Landlord at any time is compelled or elects to pay any sum of money or do any act which would require payment of any sum of money by reason of the failure of the Tenant to comply with any provisions of this Lease or if the Landlord is compelled or elects to incur any expense, including legal fees, by reason of any default of the Tenant under this Lease, the sum or sums, including legal fees on a solicitor and client basis, so paid by the Landlord with all interest, costs and damages shall be deemed to be Additional Rent hereunder and shall be paid by the Tenant to the Landlord forthwith upon demand and upon presentation of proof of payment;

- (d) If the Landlord shall re-enter or if the Lease shall be terminated as aforesaid:
- (i) Rent shall immediately become due and be paid up to the time of such re-entry or termination, together with reasonable expenses of the Landlord as set forth in clause (iv) of this subsection (d);
 - (ii) the Landlord may re-let the Premises or any part thereof either in the name of the Tenant or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant reasonable concessions in connection therewith;
 - (iii) the Landlord, at its option and in addition to any other remedy it may have, may require the Tenant, or the legal representatives of the Tenant, to pay the Landlord as liquidated damages, monthly on the first day of each month following such re-entry or termination until the expiration of the period which would otherwise have constituted the balance of the Term of this Lease, any deficiency between:
 - (A) the average of the amounts paid or payable by the Tenant as Basic Rent and Additional Rent for each month during the period of three (3) months immediately preceding such re-entry; and
 - (B) the amount if any, of the rents collected on account of the lease or leases of the Premises, for each month of the period which would otherwise have constituted the balance of the Term of this Lease; and
 - (iv) there shall be paid forthwith by the Tenant to the Landlord such reasonable expenses as the Landlord may have incurred in connection with re-letting, including legal costs, solicitors' fees and brokerage, and the expenses of keeping the Premises in good order or of preparing the same for re-letting.

(e) In the event of a breach or threatened breach by the Tenant or any of the covenants or provisions of this Lease, the Landlord shall have the right to invoke any remedy allowed at law or in equity as if re-entry and other remedies were not provided for in this Lease. Mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy available to it at law or equity. All rights and remedies granted to the Landlord by the terms of this Lease may be enforced successively, concurrently and/or cumulatively by it.

(f) Provided, however, if the Tenant is in default in the performance of any covenant (other than any covenant to pay rent) and has received notice from the Landlord specifying the default, and if given the nature of such default such default will take longer than thirty (30) days to remedy, then the Landlord's remedies provided for in this Lease for breach of the covenant shall be held in abeyance so long as the Tenant has, within the thirty (30) day notice period, started to remedy the default and continues diligently thereafter to continue to remedy the default.

The Tenant covenants and agrees that all remedies available to the Landlord if the Tenant fails to pay Rent or any instalment thereof (whether such remedies are provided by the terms of this Lease or otherwise) shall also be available to the Landlord if the Tenant fails to pay any other amount it is required to pay under the terms of this Lease.

71. BANKRUPTCY OF TENANT

If the Tenant shall be adjudicated a bankrupt or adjudged to be insolvent, or a receiver or trustee of the Tenant's property and affairs shall be appointed or if the Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for the appointment of a receiver or if any execution or attachment shall be issued against the Tenant or any of the Tenant's property whereupon the Premises or any portion thereof shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant and such execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the issuance of same or if the Tenant attempts to make a bulk sale or move the bulk of its fixtures out of the Premises, contrary to the Bulk Sales Act then, in any of such events, the then current month's Rent and Rent for the next three (3) ensuing months shall immediately become due and be paid and this Lease may at the option of the Landlord be cancelled and terminated, whether or not the Term has commenced or whether or not any Rent has been prepaid. For the purpose of this Lease accelerated rent shall include all amounts payable by the Tenant as Basic Rent and Additional Rent and shall be calculated on the basis of the average of the amounts thereof so paid by or payable by the Tenant for each month during the period of three (3) immediately preceding such termination. If this Lease shall be so cancelled and terminated, neither the Tenant nor any person claiming through or under the Tenant by virtue of any statute or order of any Court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the premises, and the Landlord, in addition to other rights and remedies the Landlord has by virtue of any other provisions of this Lease or of any statute or rule of law, may retain on account of liquidated damages any Rent, security deposit or monies received by it from the Tenant or others on behalf of the Tenant.

72. ASSIGNMENT BY TENANT

- (a) The Tenant shall not assign this Lease or sublet or part with possession of the Premises or any part thereof, unless the previous written consent of the Landlord is first obtained, such consent not to be unreasonably withheld or delayed;
- (b) The Landlord shall not be unreasonable in withholding its consent in the event that the proposed material or substantial change in the use of the Premises is to one which is more injurious, in the reasonable opinion of the Landlord, than that of the Tenant, in which event it may withhold such consent, and in any event, may withhold such consent unless and until the proposed assignee or sublessee shall have agreed, in writing, with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease insofar as the same pertain to the portion of the Premises being assigned or sublet;
- (c) Upon any such assignment or subletting, the Tenant shall be fully released from performing any of its covenants, obligations or agreements in this Lease and shall cease to be bound by this Lease;
- (d) If there is a permitted transfer of this Lease by sublease, the Landlord may collect the rents from the subtenant or occupant, both being hereinafter collectively referred to as the "Transferee", and to apply the net amount collected to the Rent required to be paid pursuant to this Lease. To the extent that such Transferee shall have assumed the covenants and obligations of the Landlord hereunder, by written agreement made in favour of the Landlord, and provided the Tenant is not then in default under this Lease, the Tenant shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations;
- (e) If the Tenant intends to effect a transfer as aforesaid, either by assignment or sublease, then and so often as such event shall occur, the Tenant shall give prior written notice to the Landlord of such intent, specifying therein the proposed Transferee providing such information with respect thereto, including without limitation, information concerning the principals thereof, and as to any credit, financial or business information relating to the proposed Transferee as the Landlord or a mortgagee requires, and the Landlord shall within twenty-one (21) days after receipt of all information which is required by it, notify the Tenant, in writing, either that it consents or does not consent in accordance with the provisions and qualifications of this section 72.
- (f) The Tenant shall have the right to assign the Lease as security to a lender. The Landlord agrees to give the lender notice of any default by the Tenant under this Lease with a right to cure any default in order to protect the leasehold security, and if the event of default not susceptible to cure by the Tenant or the assignee, the lender will be entitled to a new lease for the balance of the term, but otherwise on the same terms and conditions as this Lease.

73. ASSIGNMENT BY LANDLORD

- (a) The Landlord shall not sell the property to which this Lease applies or assign this Lease unless the buyer or assignee is registered as a non gaming-related supplier under the *Ontario Gaming Control Act*.
- (b) In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser, lessee under such Lease or assignee shall have assumed the covenants and obligations of the Landlord hereunder, by written agreement made in favour of the Tenant and provided the Landlord is not then in default under this Lease, the Landlord shall, without further written agreement be freed and relieved of liability upon such covenants and obligations.
- (c) The Tenant shall from time to time, within seven (7) days of the request of the Landlord, certify or acknowledge to any mortgagee, purchaser, lessee, or assignee or proposed mortgagee, purchaser, lessee or assignee, as to the status and validity of this Lease and the state of the Landlord and Tenant's account hereunder.

74. SUBORDINATION

Subject to the provisions of this section, this Lease is subordinate to every mortgage that now affects the Building. The Landlord agrees to use its best efforts to obtain a non-disturbance agreement in favour of the Tenant from every such mortgagee in the terms as hereinafter set out. The Tenant will subordinate this Lease to every mortgagee that hereafter affects the Building and execute promptly a document in confirmation of the subordination if requested by the Landlord in which the Tenant also will agree with such mortgagee that if the mortgagee becomes a mortgagee in possession or takes action to realize the security of the mortgage, the Tenant will attorn to such mortgagee as a tenant upon all the terms of this Lease, provided that the Landlord obtains from any such mortgagee a non-disturbance agreement in writing, in form satisfactory to the Tenant, acting reasonably, which non-disturbance agreement shall provide that the Tenant shall be entitled to remain undisturbed in its possession of the Premises subject to the terms and conditions of this Lease so long as it is not in default thereunder and in the absence of any such non-disturbance agreement the Tenant shall not be obligated to subordinate its interests under this Lease to any such mortgagee. The Tenant agrees to execute all documents in confirmation of a subordination of this Lease in favour of a mortgagee or an attornment to a mortgagee. If the Tenant fails to execute them or any of them after being requested by the Landlord, the Landlord may terminate this Lease after the expiration of ten (10) days notice of its intention to do so because of the Tenant's failure unless within the ten (10) day period the Tenant executes the documents.

75. OVERHOLDING

In the event that the Tenant remains in possession of the Premises after the expiration of the Term without objection by the Landlord and without written agreement otherwise providing, and subject to the provisions of this Lease insofar as the same are applicable, the Tenant shall be deemed to be a monthly tenant at a monthly rental equal to the largest monthly rental payment payable by the Tenant thereunder and otherwise on the terms and conditions herein set out. Provided that if without the consent or approval of the Landlord the Tenant continues to occupy the Premises, the Landlord may cause it to vacate without notice and may eject the Tenant and its belongings.

76. NON-WAIVER

That no waiver on behalf of the Landlord of any breach shall take place or be binding unless the same be expressed in writing over the signature of the Landlord or its authorized representative and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to limit or affect the rights of the Landlord with respect to any other breach.

77. EXCUSE OF PERFORMANCE

Notwithstanding anything contained in this Lease, the Landlord or the Tenant shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if such default is due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material or service, an act of God or other causes beyond the control of the Landlord or the Tenant provided that the aforementioned excuse shall not apply to the Tenant's payment of Rent under the terms of this Lease.

78. NO PARTNERSHIP

It is understood and agreed that neither the provisions of this Lease or any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

79. ENVIRONMENTAL MATTERS

(a) The Landlord covenants, represents and warrants to the Tenant that the Premises and the Building comply with all applicable environmental laws, rules, regulations, notices, orders and lawful requirements of Canada and the Province of Ontario at the Commencement Date.

(b) Without limiting the generality of Section 57, the Tenant shall at all times conduct all business or activities on the Premises in compliance with all lawfully imposed applicable environmental laws, rules, regulations, notices, orders or lawful requirements of Canada or the Province of Ontario, or any competent authority or agency.

(c) Without limiting the generality of section 57, no contaminants or toxic substances as defined under the Canadian Environmental Protection Act or the correspondent provincial legislation (collectively "Contaminants") may be used, emitted, discharged or stored on the Premises or the Building by the Tenant, its officers, directors, agents, employees or permitted sublessees except in strict compliance with all applicable laws, rules, regulations, orders or approvals, whether or not such Contaminants are presently defined or designated.

(d) The Tenant shall pay and be responsible for the entire costs of any remedial action on the Premises and the Building which may be required by law to mitigate any damage to the environment arising from or attributable to its use of the Premises or the Building or the operation and activities of the Tenant, its officers, directors, agents, employees and permitted sublessees. For its part, the Landlord shall pay and be entirely responsible for any remedial action on the Premises and the Building which may be required by law to mitigate any damage to the environment arising from any act or omission of the Landlord and/or those for whom the Landlord is at law responsible.

80. FIRE STANDARDS

The Tenant shall, throughout the term, observe and fulfil to the satisfaction of the Landlord, acting reasonably, all federal fire safety and protection standards as amended from time to time, relating to the use of the Premises and for greater certainty but not so as to restrict the generality of the foregoing, the Tenant shall observe all such standards applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation of fire protection devices in and for the Premises.

81. NOTICE OF RESERVE STATUS

The Tenant shall post notice in a prominent place on the Premises indicating that the Premises are part of Rama Indian Reserve Number 32 by virtue of which no construction lien shall encumber the Premises or the Building.

82. MINERAL RIGHTS

Provided that the Head Landlord is entitled thereto under the Head Lease, the Landlord reserves the right to drill for, remove and dispose of petroleum, natural gas and minerals on or under the Building and for that purpose to drill wells, lay pipelines, and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved; provided that the rights hereby reserved shall not be exercised by the Head Landlord unless the use of the Premises by the Tenant is not affected thereby.

83. NOTICE

Whenever in this Lease it is required or permitted that any notice or demand be given or served by either party to this Lease to or on the other, such notice shall be given or served in writing and forwarded by hand delivery, fax or registered mail to the last known address of the Tenant, as provided by the Tenant or to the Landlord as follows:

To the Tenant at: CHC Casinos Canada Limited (operator of Casino Rama)
R.R.#6, Box 178
Rama, Ontario LOK 1T0
Fax No.: (705) 329-5189
Attention: Harry Oshanski,
Vice President, Resort Operations

To the Landlord at: Ramcor Developments
P.O. Box 35, R.R. #6
Rama, Ontario LOK 1T0
Fax No.: (705) 329-2770
Attention: Property Manager

and subject to the following sentence, any such notice or communication shall be deemed to have been given to and received by the addressee, four (4) days after the mailing thereof in Canada, postage prepaid and registered if mailed, or the next business day if faxed, or the date of delivery if delivered by hand. Such addresses may be changed from time to time by either party serving notice as above provided. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out or similar event involving a postal service, any notice or communication will not be received by the addressee by no later than the fourth (4th) business day following the mailing thereof, then mailing shall not be an effective means of sending same, but rather any notice or communication must be sent by the most reasonably expeditious means available.

84. SEVERABILITY

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to such person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

85. EXPENSES

If legal action or any proceeding or demand is brought or made for recovery of possession of the Premises or for recovery of Rent or any other amount due under this Lease, or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord all expenses incurred therefor, including a solicitor's fee on the basis of a solicitor and his client subject to assessment, unless a Court shall otherwise award.

86. ARBITRATION

Any dispute between the parties hereto with respect to this Lease which cannot be resolved or settled between them, may, at the request of either party, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (Canada) or to any other means of alternate dispute resolution process satisfactory to the parties, including without limitation, binding arbitration as to the subject matter of the dispute, but in no event will the arbitrator have the power to alter or change any provision(s) to this Lease or to substitute any new provision for an existing provision(s), or to give any decision inconsistent with the terms and provisions of this Lease. Subject to the agreement of the parties, each party will bear its own costs of the process and share equally the costs of any neutral(s) and the incidental expenses.

87. GENERAL PROVISIONS

- (a) Time shall be of the essence of this Lease except as specified herein.
- (b) This Lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors and assigns.
- (c) It is mutually agreed that any and all prior agreements, written or verbal, express or implied between the parties, relating to or in any way connected with the Premises or any associated, affiliated or predecessor corporation are declared null and void and are superseded by the terms of the present Lease. The parties agree that this Lease constitutes the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied therein. Any modifications must be in writing, signed by the parties or it shall have no effect and shall be void.
- (d) This Lease and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein (but without giving effect to any conflict of laws rules). The parties hereto agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Lease. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.
- (e) It is hereby expressly agreed that these presents and all rights, advantages, privileges, powers and things hereby secured to the parties hereto shall be fully secured to, binding upon and exercisable by the respective successors and assigns, and all parties claiming by, through or under them or any of them and that all covenants, liabilities and obligations entered into by or imposed hereunder upon the parties hereto shall be equally binding upon the respective successors and assigns and wherever in these presents reference is made to "person" or "persons" such expression shall be construed to include individuals, firms, syndicates, companies, corporations and trustees, and where the context may require, the singular shall include the plural and the masculine shall include the feminine and neuter.
- (f) The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease nor any provisions hereof.
- (g) This Lease is conditional upon the Ontario Lottery and Gaming Corporation and the Band approving this Lease following the full and mutual execution of this Lease between the Landlord and Tenant.
- (h) Where the consent of any party is required, the consent will not be unreasonably withheld or delayed, unless the specific lease provision provides otherwise.

88. HEAD LEASE

The Tenant acknowledges that this Lease is a sublease of a portion of the Building leased to the Landlord as Tenant pursuant to the Head Lease. The Landlord agrees that the Tenant shall only be responsible for complying with herein, and the Tenant assumes no covenants or obligations of the Landlord under the Head Lease unless said covenants and obligations have been incorporated herein.

The Landlord represents and warrants that, as at the Commencement Date, the Head Lease is in good standing, that all rent payable thereunder is paid in full, that there are no disputes between the Landlord and the Head Landlord arising from the Head Lease and no circumstances which could result in such a dispute at a future date. The Landlord covenants and agrees that, throughout the Term and any renewals thereto, the Landlord shall duly perform and observe all of its obligations and covenants under the Head Lease and ensure that the Head Lease remains in good standing. The Landlord shall indemnify and save the Tenant completely harmless from and against all costs and damages which the Tenant may incur as a result of the Landlord being in default under the Head Lease.

The Landlord shall deliver to the Tenant on or before the Commencement Date, a certificate, in form and content satisfactory to the Tenant, acting reasonably, executed by the Head Landlord and addressed to the Tenant, confirming the good standing of the Head Lease, together with the Landlord's consent to this Lease.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease.

**455457 ONTARIO INC., carrying on business under the
firm name and style of RAMCOR DEVELOPMENTS**

by _____

Name: Sharon Stinson Henry
Title: President

CHC CASINOS CANADA LIMITED

by

Name: Art Frank
Title: President/CEO

Name: Brian Ehlers
Title: Vice President, Finance

Name: Jacquie Castel
Title: Vice President,
Legal & Administration

Each of the undersigned acknowledges and agrees with the terms of this Lease.

ONTARIO LOTTERY AND GAMING CORPORATION

by

Name: Brian Wood
Title: Chief Operating Officer

THE CHIPPEWAS OF MNJIKANING FIRST NATION

by

Name: Sharon Stinson Henry
Title: Chief

SCHEDULE C**RULES AND REGULATIONS**

1. The Tenant shall not permit any cooking in the Premises without the prior written consent of the Landlord.
2. The sidewalks, entries, passages, and staircases shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the Building, excluding the loading docks. The Tenant's approval is required to access the loading dock, but such approval shall not be unreasonably withheld, the Common Areas and Facilities used for the common benefit of the tenants and of the sidewalks, entries, corridors and passages not within the Premises and has the right to place signs and appliances therein, as it may deem advisable, provided that ingress to and egress from the Premises is not unduly impaired thereby.
3. The Tenant, its agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving the consent the Landlord has the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building and Premises by moving or using any heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. Safes and other heavy office equipment will be moved through the halls and corridors only upon steel bearing plates.
4. The washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall be borne by the Tenant by whom or by whose agents, servants, or employees the damage is caused. Tenants shall not let the water run unless it is in actual use, and shall not deface or mark any part of the Building or Premises, or drive nails, hooks, or screws into the walls or woodwork thereof.
5. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles not required for business purposes.
6. The Tenant shall permit window cleaners to clean the windows of the Premises during normal business hours.
7. Canvassing, soliciting and peddling in the Building or Premises are prohibited.
8. Any handtrucks, carryalls or similar appliances used in the Building or Premises shall be equipped with rubber tires, side guards and such other safe guards as the Landlord requires.
9. No animals or birds shall be brought into the Building or Premises.

SCHEDULE 10**AGREEMENT RE ADMINISTRATION BUILDINGS LEASE**

THIS AGREEMENT made as of the 17th day of July, 2009,

BETWEEN:

455457 ONTARIO INC.,
(hereinafter referred to as the "**Landlord**")

- and -

ONTARIO LOTTERY AND GAMING CORPORATION,
(hereinafter referred to as the "**Tenant**")

WHEREAS pursuant to a ground lease dated October 30, 1981 between Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian and Northern Affairs, as landlord, and the Landlord, as tenant, the Landlord is the owner of a certain building situate in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario;

AND WHEREAS pursuant to a commercial net lease (the "**Administration West Lease**") made as of December 1, 1997, a copy of which is attached hereto as Schedule A, the Landlord, as sublandlord, subleased certain Premises (as defined in the Administration West Lease, the "**Administration West Premises**") in the Building (as defined in the Administration West Lease) to CHC Casinos Canada Limited ("**CHC Canada**"), the operator of the casino complex known as "Casino Rama" (the "**Casino**"), as subtenant;

AND WHEREAS pursuant to a commercial net lease (the "**Administration East Lease**" and, together with the Administration West Lease, collectively, the "**Existing Administration Leases**") made as of December 1, 1997, a copy of which is attached hereto as Schedule B, the Landlord, as sublandlord, subleased certain Premises (as defined in the Administration East Lease, the "**Administration East Premises**" and, together with the Administration West Premises, collectively, the "**Administration Premises**") in the Building to CHC Canada, as subtenant;

AND WHEREAS in this agreement (the "**Agreement**") all capitalized terms that are defined in the Existing Administration Leases and are not otherwise defined in this Agreement shall, unless otherwise stated or unless inconsistent (in which case the relevant definition in the Administration West Lease shall govern), have the meanings given to them in the Existing Administration Leases;

AND WHEREAS the Landlord and the Tenant (collectively, the "**Parties**") have agreed that the Landlord shall lease the Administration Premises to the Tenant on the terms set out in the Administration West Lease, except as modified by this Agreement, such lease (the "**OLG Administration Lease**") to commence at 12:01 a.m. on August 1, 2011;

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

1. Occupancy of Administration Premises by CHC Canada

The Landlord and the Tenant hereby acknowledge and agree that, as at the date hereof, CHC Canada continues to occupy the Administration West Premises pursuant to the Administration West Lease and the Administration East Premises pursuant to the Administration East Lease.

2. Agreement to Lease

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the Administration Premises for the period commencing at 12:01 a.m. on August 1, 2011 and on the terms set forth in the Administration West Lease, *mutatis mutandis*, except as modified in Section 3 hereof.

3. Modifications to Administration West Lease

For purposes of the OLG Administration Lease, the Administration West Lease shall be modified as follows:

- (a) Section 1 of the Administration West Lease shall be modified:

- (i) by adding the following defined terms:
 - (A) **"Affiliate"** means any person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person referred to. In this definition, **"control"** means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a person, whether through ownership of voting securities, by agreement or contract or otherwise.";
 - (B) **"Casino"** means the casino complex known as "Casino Rama".";
 - (C) **"Operator"** means the entity, if any, appointed from time to time by the Tenant to operate the Casino.";
 - (D) **"Post-2011 Contract"** means the agreement made July 17, 2009 between, among others, the Tenant, the Band and the Landlord, with respect to the operation of the Casino from and after August 1, 2011, as the same may be amended, modified, supplemented or replaced from time to time.";
 - (ii) by deleting from the end of the definition of **"Leasehold Improvements"** the words "the Tenant" and replacing them with the words "or on behalf of the Tenant or which were made, erected or installed by or on behalf of CHC Casinos Canada Limited prior to the Lease Commencement Date"; and
 - (iii) by deleting from the definition of **"Lease Commencement Date"** the words "May 1, 1997" and replacing them with the words "August 1, 2011".
- (b) The Administration West Lease including, without limitation, the recitals, Section 2 and Schedule A of the Administration West Lease shall be modified to provide that the "Premises" leased under the OLG Administration Lease and all references to "Premises" therein include and in all cases refer to both the Administration West Premises (being approximately 21,400 square feet in the Building) and the Administration East Premises (being approximately 20,312 square feet in the Building), which Administration Premises in the aggregate equal approximately 41,712 square feet in the Building, and for purposes of the OLG Administration Lease, the percentage set forth in the definition of "Proportionate Share" shall be the aggregate of the percentage set forth in the definition of "Proportionate Share" in each of the Administration Leases, being 100% as at the date hereof.
- (c) Section 3 of the Administration West Lease shall be deleted and replaced with the following:

"To have and to hold the Premises for and during the period beginning from the Lease Commencement Date and to be fully completed and ended at 11:59 p.m. on July 31, 2014, subject to earlier termination and or extension in accordance with the provisions hereof. The Landlord and the Tenant agree that, provided that the Tenant is not then in default in the payment of Rent or in material default of any of the Tenant's other covenants or obligations hereunder and the applicable rectification period for such default has expired, the Tenant shall have one option to extend this Lease for a period of five years, with such extension commencing on August 1, 2014 and to be on the same terms and conditions as herein contained (including with respect to any year-to-year CPI adjustment as provided for herein), except that there shall be no further right to extend this Lease after such extension is exercised. In order to be effectively exercised, the extension option must be exercised by written notice given by the Tenant to the Landlord no later than six months prior to August 1, 2014. If an extension notice is not given as aforesaid, this Lease shall terminate on at 11:59 p.m. on July 31, 2014, unless earlier terminated in accordance herewith. Any reference to "Term" in this Lease shall include the term of this Lease as it may be extended in accordance herewith.

Notwithstanding the foregoing and in addition to any other termination rights contained herein, this Lease shall terminate prior to the end of the Term, immediately and without the requirement for any additional notice or documentation or any compensation (except as provided for in the Post-2011 Contract) if the Head Lease is terminated in accordance with its terms or if the Landlord and the Tenant agree in writing to terminate this Lease in the event that a new location for the Administration Centre (as defined in the Post-2011 Contract) is agreed upon by the parties to the Post-2011 Contract to replace the administration offices located on the Premises."

- (d) Section 4 of the Administration West Lease shall be modified to provide that the amount of Basic Rent payable under the OLG Administration Lease during the first year thereof shall be an amount equal to the aggregate of those amounts of Basic Rent which was payable by CHC Canada under each of the Administration Leases during the year prior to the expiration of the Administration Leases, subject to an adjustment based on change in the CPI as determined by the CPI Multiplier in accordance with the Administration West Lease. The Landlord shall, and shall request that CHC Canada, deliver to the Tenant a written confirmation of the aggregate amount of Basic Rent payable by CHC Canada under each of the Administration Leases for the then current year as soon as reasonably possible after the execution and delivery of this Agreement. The Tenant agrees that the Basic Rent payable under the OLG Administration Lease during each year of the Term of the OLG Administration Lease shall be subject to the same year-to-year CPI adjustment as provided for in the Administration West Lease, *mutatis mutandis*. Notwithstanding the foregoing or anything to the contrary contained herein, no Advance (as defined in Section 4(b) of the Administration West Lease) or other similar payment shall be required to be paid by the Tenant to the Landlord, and Section 4(b) of the Administration West Lease shall be deleted from the OLG Administration Lease.

- (e) Section 15 of the Administration West Lease shall be modified by deleting from paragraph (a) thereof the first two sentences therein.
- (f) Section 16 of the Administration West Lease shall be modified by deleting from paragraph (i) thereof the words "provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant to be placed on the Premises" and replacing them with the words "provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant to be placed on the Premises and will cause any previously placed or installed sign to be removed".
- (g) Section 22 of the Administration West Lease shall be modified;
- (i) by adding the words "Except as otherwise provided for herein," to the beginning of paragraph (a) thereof; and
- (ii) by adding, as new paragraph (g) thereof, the following:
- "Notwithstanding anything to the contrary contained herein, the Tenant may assign this Lease or sublease, license or otherwise part with possession of the Premises or any part thereof without the prior written consent of the Landlord if such assignment, sublease, license or other disposition is to the Operator or an Affiliate of the Landlord; provided that: (i) the Tenant gives the Landlord reasonable prior written notice of such disposition; and (ii) the Tenant shall remain liable under this Lease notwithstanding such disposition, unless it is to an Affiliate of the Landlord, in which event the Tenant shall be fully released from performing any of its covenants, obligations or agreements in this Lease and cease to be bound by this Lease in respect of any portion of the Premises so disposed."
- (h) Section 34 of the Administration West Lease shall be modified:
- (i) by deleting the address for the Tenant located therein and replacing it with the following:
- "Ontario Lottery and Gaming Corporation
4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8
- Fax No.: (416) 224-7000
Attention: Chief Executive Officer "; and
- (ii) by deleting the address for the Landlord located therein and replacing it with the following:
- "455457 Ontario Inc.
5884 Rama Road, Suite 200
Rama, Ontario
L0K 1T0
- Fax No.: (705) 325-0879
Attention: President".
- (i) Section 37 of the Administration West Lease shall be shall be modified by adding, after the last sentence thereof, the following:

"Notwithstanding the foregoing, the Landlord and the Tenant acknowledge and agree that any dispute referred to in this Section 37 shall constitute a "Dispute" within the meaning set forth in Section 20.1 of the Post-2011 Contract and that they shall, prior to resorting to arbitration in accordance with this Section 37, attempt to resolve such dispute by mediation in accordance with Section 20.1 of the Post-2011 Contract, *mutatis mutandis*."

- (j) Any references in the Administration West Lease to any statute or any section thereof shall, unless otherwise expressly stated in the Administration West Lease, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and such references in the Administration West Lease shall be modified in accordance with the foregoing for purposes of the OLG Administration Lease.

4. Landlord's Covenant re Existing Leasehold Improvements

(a) The Landlord agrees to use all efforts that a landlord leasing comparable premises would reasonably use to enforce all of its rights under each Existing Administration Lease with respect to any Leasehold Improvements and/or trade fixtures that were installed by or on behalf of CHC Canada during the Term of the applicable Existing Administration Lease (including, without limitation, with respect to the

removal thereof and/or making good any damage or injury caused thereby), provided that the Landlord shall not be required to expend any money in enforcing such rights unless it so chooses. The Landlord shall also provide any access and/or information reasonably requested by the Tenant in order to ensure that the physical condition of the Administration Premises will be acceptable to the Tenant as of August 1, 2011.

(b) Notwithstanding that the Landlord and the Tenant may have entered into the OLG Administration Lease on or prior to August 1, 2011 or anything to the contrary contained herein, if CHC Canada has not complied with its obligations under either Existing Administration Lease with respect to its Leasehold Improvements and/or trade fixtures (including, without limitation, with respect to the removal thereof and/or making good any damage or injury caused thereby) and the Tenant has determined, in its sole discretion, that the physical condition of the Administration Premises would materially and adversely affect its intended use of or operations within the Administration Premises, the Tenant may deliver to the Landlord, no later than the later of: (i) seven days after the date that CHC Canada has vacated the Administration Premises; and (ii) August 8, 2011, written notice (the "**OLG Notice**") of the same, which notice shall specify in reasonable detail what repairs or other remedial actions would be required to rectify the failure of CHC Canada to comply with its obligations under the Existing Administration Leases (collectively, the "**Rectification Measures**"). Upon receipt of the OLG Notice, the Landlord shall have ten days within which to deliver a written notice to OLG (the "**Rama Response**") declaring that it is prepared to perform and complete the Rectification Measures at its cost, which notice shall include, if reasonably possible, an anticipated timeline for the completion thereof. Notwithstanding that the OLG Administration Lease may require that the Tenant pay Rent and other amounts due thereunder for a period commencing August 1, 2011, the Landlord and the Tenant acknowledge and agree that the payment by the Tenant of Rent and/or any other amounts due under the OLG Administration Lease shall not commence unless and until the Rectification Measures (if any) are completed by the Landlord. Upon delivery of the Rama Response, the Landlord shall commence and complete the Rectification Measures and the Tenant shall cooperate with the reasonable requests of the Landlord in connection with the completion of such Rectification Measures (including, without limitation, vacating any portions of the Administration Premises that are reasonably required to be vacated for the purposes of performing and completing the Rectification Measures required for such portions). If the Landlord does not deliver a Rama Response within the time period provided for herein or at any time elects not to complete the Rectification Measures, the Tenant shall be entitled, by written notice and at its sole discretion, to terminate this Agreement and/or the OLG Administration Lease, as the case may be, in which event the Tenant shall not be required to pay any Rent or other amounts due under OLG Administration Lease and neither party shall have any claim against the other in respect of the termination of the OLG Administration Lease (except for any claim that the Tenant may have against the Landlord for the repayment of Rent and/or any other amounts paid by the Tenant to the Landlord pursuant to the OLG Administration Lease).

(c) Notwithstanding anything to the contrary contained herein, this Section 4 shall survive the execution and delivery of the OLG Administration Lease and the occupation of the Tenant of the Administration Premises. Should there be any conflict or inconsistency between the terms contained in this Section 4 and the terms contained in the OLG Administration Lease, the terms contained in this Section 4 shall prevail in all respects.

5. **Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto agree that they will attorn to the non-exclusive jurisdiction of the courts of Ontario.

6. **Severability**

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7. **Further Assurances**

Each of the Parties shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to this Agreement.

8. **Obligations as Covenants**

Each agreement and obligation of any of the Parties hereto in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.

9. **Time**

Time shall be of the essence in this Agreement.

10. **Successors and Assigns**

All of the covenants and agreements in this Agreement shall be binding upon the Parties and their respective successors and assigns and shall enure to the benefit of and be enforceable by the Parties and their respective successors and their permitted assigns pursuant

to the terms and conditions of an agreement dated July 17, 2009 between, among others, the Landlord and the Tenant, with respect to the operation of the Casino from and after August 1, 2011.

11. Counterparts; Facsimile Delivery

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts of this Agreement may be executed either in original or faxed form and the Parties shall adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided however, that any Party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

455457 ONTARIO INC.

by _____
Name:
Title:

ONTARIO LOTTERY AND GAMING CORPORATION

by _____
Name:
Title:

Name:
Title:

SCHEDULE A
ADMINISTRATION WEST LEASE

ADMINISTRATION BUILDING – WESTERN PORTION

COMMERCIAL LEASE

THIS LEASE made as of the 11th day of December, 1997

BETWEEN:

4545457 ONTARIO INC. carrying on business under the
firm name and style of RAMCOR DEVELOPMENTS

hereinafter called the "Landlord"

– and –

CHC CASINOS CANADA LIMITED

Hereinafter called the "Tenant"

WHEREAS the Landlord is the owner as the tenant under the Head Lease of certain premises known as the Administration Building situate in Lot 31-8 as shown on Plan No. 79146. Canada Lands Survey Records, Ottawa, in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario.

AND WHEREAS the Landlord and the Tenant agreed to enter into a lease in respect of the western portion of the Administration Building in which the business of the Tenant is or is to be located.

1. DEFINITIONS

- (a) "Additional Rent" means all amounts (except Basin Rent) payable by the Tenant under this Lease whether to the Landlord or otherwise and whether or not characterised as rent under this Lease.
- (b) "Band" means the Chippewas of Mnjikaning (Rama) First Nation Band of Indians, being a band for the purpose of the Indian Act.
- (c) "Basic Rent" means the rent payable pursuant to Section 4.
- (d) "Building" means the structure known as the Administration Building comprised of approximately 41,712 square feet, as it may be altered from time to time and situate on Lot 31-8 as shown on Plan No. 79146, Canada Lands Surveys Records, Ottawa, in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario, as shown in green outline on the site plan attached hereto as Schedule "A" prepared by Roderick H. Young, Architect and dated November 1995. The square footage to be confirmed by the Landlord's Architect.

- (e) "Common Areas and Facilities" means those portions of the Building and adjacent lands designated from time to time by the Landlord for the non-exclusive use for their intended purposes by the Tenant, its servants, agents and invitees, together with others so entitled with such Common Areas and Facilities to include without limiting the generality of the foregoing, the access and exit roadways and walkways, parking areas, loading docks and areas, landscaped and planted areas, lighting facilities, equipment, fixtures, electrical, plumbing and other mechanical installations and services within the Building, utility and service areas and traffic control facilities. The Common Areas and Facilities shall at all times be subject to the exclusive control and management of the Landlord.
- (f) "CPI" means the Consumer Price Index prepared by Statistics Canada (base year 1986 = 100) or its successor or successors for Ontario (all items). In the event there ceases to be such an index or compilation, a similar measure selected by The Landlord and approved by the Tenant in writing.
- (g) "CPI Multiplier" means for each 12 month period commencing with March 16, 1998, the Basic Rent shall be subject to an upward adjustment only based on any increase in the CPI from year to year during the relevant term with respect to the Premises, using the amount obtained by multiplying the Basic Rent for the preceding 12 month period by a fraction, the numerator of which is the CPI for the first month in the 12 month period in question, and the denominator of which is the CPI for the first month in the immediately preceding 12 month period.
- (h) "Head Landlord" means Her Majesty The Queen in right of Canada, as represented herein by the Minister of Indian Affairs and Northern Development.
- (i) "Head Lease" means the ground lease dated the 30th day of October, 1981, between Head Landlord and 455457 Ontario Inc., as tenant as such head lease has been amended from time to time.
- (j) "Leasehold Improvements" means all fixtures, improvements, and alterations made, erected or installed by the Tenant.
- (k) "Lease Commencement Date" means May 1, 1997.
- (l) "Premises" means those premises in the Building demised to the Tenant and described in Section 2 hereof.
- (m) "Prime Rate" means the lowest rate of interest quoted by the chartered banks to the most credit worthy borrowers for prime business loans, as published in the periodic publication entitled "The Bank of Canada Review".
- (n) "Proportionate Share" means the ration which the floor area of the Premises from time to time bears to the total rentable area of the building is conclusively deemed to be 41,712 square feet. Initially Proportionate Share shall be 51.3% based on floor area of the Premises.
- (o) "Rent" means those amounts described in Section 9 hereof.
- (p) "Taxes" means those amounts described in Section 6 hereof.
- (q) "Term" means the term demised by this lease as set out in Section 3 and where applicable, shall include any extension of the original term.

2. LEASED PREMISES

In consideration of the rents, covenants and agreement hereinafter contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased and by these presents does demise and lease unto the Tenant the premises in the Building outlined in yellow (the "Unit") on the floor plan attached as Schedule "A" annexed hereto, which Unit has an area of approximately twenty one thousand four hundred (21,400) square feet in total. Such square footage shall be provided to the Tenant.

Together with the non-exclusive access thereto over the Chippewas of Rama Industrial Park entrances and drives, and the use by the Tenant, its servants, agents and invitees for their intended purposes and in common with others entitled thereto of the Common Areas and Facilities.

3. TERM

To have and to hold the Premises for and during the Term beginning from the Lease Commencement Date and to be fully completed and ended on the earlier of:

- i. The date coincident with subsection 9.1 of the Development and Operating Agreement dated March 18, 1996, between among others, the Band and the Tenant; or

- ii. July 31, 2006.

4. **BASIC RENT**

- (a) Yielding and Paying in advance for the period from the Lease Commencement Date to the end of the Term, Basic Rent of \$13.50 per square foot being an annual rate of two hundred and eighty eight thousand nine hundred Dollars and no cents (\$288,900.00) per year. Basic Rent shall be payable in equal monthly instalments in advance of twenty four thousand and seventy five Dollars and no cents (\$24,075.00) on the first day of each and every month beginning from the Lease Commencement Date. The Tenant shall pay first and last months Basic Rent upon execution of this Lease. The Basic Rent shall be adjusted to reflect the advance made pursuant to section 4(b) of this Lease and therefore shall be reduced to twenty two thousand seven hundred thirty five dollars and seventy one cents (\$22,735.71). Receipt of forty five thousand four hundred and seventy one Dollars and forty two cents (\$45,471.42) on account of the first and last months Basic Rent is hereby acknowledged by the Landlord Basic Rent shall be subject to any CPI adjustment upward only as provided hereunder. For each 12 month period commencing with March 15, 1998, the Basic Rent shall be subject to an upward adjustment only based on any increase in the CPI as determined by the CPI Multiplier.
- (b) The Tenant shall pay the Landlord or to any other person or corporation as the Landlord may direct in writing, an advance (the "Advance") in the amount of \$150,000.00 payable to the Landlord as follows:
 - i. Fifty thousand (\$50,000.00) by certified cheque or bank draft upon the signing of this Lease to be used by the previous tenant (ACM Metal Forming Co. Ltd.) for the sole purpose of absorbing the costs and expenses associated with the previous tenant's vacating the Premises.
 - ii. One Hundred thousand (\$100,000.00) payable by certified cheque or bank draft on the date this Lease is executed;

5. **COMMENCEMENT AND CONDUCT**

The Tenant, at its own expense, shall commence and operate its business in the Premises in an up-to-date and reputable manner in compliance with provisions of this Lease. The Tenant shall during the Term at its own expense promptly observe, perform, execute and comply with the requirements of all applicable Band by-laws of general application relating to the safety in the workplace, and all applicable laws, rules, requirement, orders, directions, ordinances and regulations of Canada or the Province of Ontario or any competent municipal authority or agency concerning the Building, the construction, demolition, alteration, remodelling, replacement, operation, condition, maintenance, use or occupation of the Premises whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties hereto. The Tenant shall have the right to contest the validity of such Band by-laws, laws, rules, requirement, orders, direction, ordinances and regulations. Pending resolution of any such contested matter, the Tenant shall comply with such contested matter.

6. **REAL PROPERTY AND OTHER TAXES**

- (a) The Tenant shall pay and discharge all lawfully imposed applicable rates, taxes, duties and assessments of any kind now charged or hereafter to be charged by any competent authority upon the:
 - i. Landlord with respect to all Rent payable by the Tenant, or
 - ii. Premises; or
 - iii. Tenant; or
 - iv. Occupier in respect thereof; or
 - v. Leasehold Improvements or payable by either in respect thereof; or
 - vi. The land appurtenant thereto; or

Including any interest penalties or like charges payable as a result of failure by the Tenant to pay all taxes promptly when due. The Tenant shall upon the request of the Landlord promptly deliver to the Landlord for inspection receipts for payment of all such taxes, rates, duties and assessments, or notices of business tax assessments or any other assessments received by the Tenant. For greater certainty, notwithstanding anything to the contrary, any income taxes levied on the Landlord shall be specifically excluded from the operation of this provision.

- (b) The Tenant shall have the right and privilege of appealing assessments or applying for a reduction of any taxes provided that it shall first pay the taxes under protest unless such payment is not required by law in which case the Tenant may defer payment of such taxes so long as such deferral is lawful and will not subject the Premises to forfeiture of sale, and the Tenant may take such action in its own name or if required and upon giving the Landlord satisfactory indemnity in respect of such action and all costs relating thereto, in the name of the Landlord, and the Landlord agrees to join in such proceedings at the cost and expense of the Tenant. The Tenant shall diligently prosecute any such appeal, application or proceedings pay the amount of any taxes found to be due, together with any interest, penalties or other charges which are payable in connection with such taxes;
- (c) The Tenant further covenants to pay all license fees, rates, duties, assessments and business taxes, from time to time levied against or payable in respect of the Premises of the Tenant's business conducted thereon or the Rent payable here under of in respect of the personal property, leasehold improvements, inventory, equipment or fixtures at any time made or installed by the Tenant in the Premises and in respect of income, business or other activity of the Tenant arising out of this Lease or in connection with the Premises or Building;

7. TENANT'S INSURANCE

The Tenant shall throughout the Term of this Lease provide and keep in force:

- (a) general liability insurance in respect of the Premises in an amount not less than Three Million (\$3,000,000) Dollars in respect of injury to or death of one or more persons or property damage. Such insurance shall be effected with insurers and upon such terms and conditions as shall be approved by the Landlord including without limitation showing the Landlord as a named insured with a cross liability clause. The Tenant shall prior to occupancy of the Premises, and upon any renewal of any insurance policies promptly furnish to the Landlord copies of such insurance policies or other evidence satisfactory to the Landlord of such insurance or any renewals thereof. In the event of the failure of the Tenant to so insure or to furnish the Landlord with satisfactory evidence of such insurance or of the renewal thereof the Landlord may from time to time effect such insurance on behalf of the Tenant, and any premium paid by the Landlord shall be payable forthwith by the Tenant upon demand as additional rent;
- (b) Insurance in respect of plate glass including exterior glass and vitrolite lettering and frames for the Unit should be maintained by the Tenant with such insurers and upon such terms and conditions as shall be approved by the Landlord; and
- (c) The insurance policies required of the Tenant under this Lease shall to the extent that it is obtainable contain an agreement by the insurer that it will not cancel or substantially alter the policy without first giving each of the insured at least thirty (30) days prior written notice. The Tenant shall furnish the Landlord with certificates evidencing such policies with fifteen (15) days of the Lease Commencement Date and a certificate of renewal at least ten (10) days prior to the date of the expiration of any policy in force.

8. USE OF LEASED PREMISES

- (a) the Premises shall not be used for any purpose other than commercial office and administration purposes and the Tenant hereby agrees to carry on such business in accordance with the terms and conditions of this Lease.
- (b) If the Premises shall be used for any purpose other than that for which the same are hereby leased or other purposes as may be further consented to in writing by the Landlord, this Lease shall, at the option of the Landlord, forthwith on written notice to the Tenant, cease and determine.

9. BASIC AND ADDITIONAL RENT

Basic Rent and Additional Rent shall for all purposes herein be deemed to be rent and is reserved by the Landlord and is payable by the Tenant in consideration for the demise and lease of the Premises hereunder. The Landlord shall have, in addition to any other rights and remedies in the event of default by the Tenant in the payment of Additional Rent, such rights and remedies that the Landlord would have in the event of default by the Tenant in payment of Basic Rent. Wherever the word "Rent" is used in the Lease, it shall be deemed to mean and include Basic Rent and Additional Rent and any other monies or amounts which may be owing by the Tenant to the Landlord or otherwise payable by the Tenant pursuant to this Lease.

10. UTILITIES

The Tenant shall pay all charges, costs and rates for all utilities and services supplied to the Premises and consumed by the Tenant, including heating, gas, electricity, air conditioner, water, telephone and cable, and for all meters, fittings, machines, apparatus and other things used in connection with the supply and installation of such utilities, and for all work and services required by the Tenant and performed by anyone in connection therewith. Accounts for utilities not separately metered to the Premises shall be apportioned by the Landlord on a percentage of usage basis.

11. MAINTENANCE OF THE BUILDING AND SERVICE CHARGES

The Landlord covenants to keep the Building, in accordance with current first class practises, s would be prudent owner of a similar development, and agrees that throughout the Term and any Term extensions, it shall maintain and keep the Building in a state of good order and repair in a timely manner and with due diligence and the Landlord, without limiting the forgoing, shall:

- (a) maintain all entrances, driveways and lanes, free and unobstructed and shall suitably mark all parking spaces and maintain all paved surfaces in a reasonably smooth and good condition and properly drained;
- (b) remove or caused to be removed from the common areas all papers, debris, snow, ice, filth and refuse when reasonably necessary;
- (c) keep the surface of all exterior pavement and sidewalks, including those immediately adjacent to the Premises, sanded and salted when reasonably required
- (d) effect all repairs and replacements required to keep the common areas in good order and repair and effect all repairs and replacements to the structure, including the roof of the Building.
- (e) Maintain the landscaped areas;
- (f) Provide sufficient lighted parking spaces in the Building to comply with all applicable governmental laws, by-laws, and regulations;

The Landlord shall ensure that all costs in this section shall be at competitive market rates applicable to similar premises in the Orillia area, and the Landlord may provide the necessary services to complete the work enumerated in this section by its own forces or by Band forces provided the Tenant is first advised and satisfied that such services will be provided at competitive commercial rates as aforesaid. The Tenant shall pay its Proportionate Share of all charges and costs incurred by the Landlord of the maintenance, operation, repair, local improvements of any kind of nature, and replacement of the Common Areas and Facilities and the Building referenced above in paragraphs (a) to (f) as well as snow ploughing and removal, garbage collection, grass cutting, garden maintenance and police and fire protection and its Proportionate Share of all insurance placed on the Building by the Landlord, including insurance against loss of rental income, public liability insurance and such other insurance as may be normally carried by owners of similar types of buildings. Tor greater certainty, notwithstanding the above, the extent any of the costs in this section are capital in nature according to generally accepted accounting principles, they shall be excluded from costs that the Tenant is responsible for, unless caused by the Tenant's negligence.

12. REPAIRS

- (a) The Tenant will keep in good and substantial state of repair the Premises including all leasehold improvements and all trade fixtures therein, all glass and utilities and all heating, air conditioning and ventilating equipment therein, but with the exception of the structural elements, including the roof, of the Premises (unless such damage is caused by the Tenant's negligence) and reasonable wear and tear and damage caused by the Landlord's negligence;
- (b) The Tenant shall allow the Landlord or its duly appointed agents and work people at reasonable hours on prior notice so as to not disturb the normal working routine of the Tenant, on request, to enter and view the state of repair of the Premises and the Tenant will repair as aforesaid according to notice in writing, provided always that if the Tenant shall not, within fifteen (15) days after service of such notice or immediately thereafter, if same shall in the Landlord's opinion require it, commence and proceed diligently with the execution of the repairs and works mentioned in such notice, it shall be lawful for the Landlord to enter upon the Premises and execute such repairs and works and the cost thereof shall be deemed to be Additional Tent in arrears and collectible as same. The intention of this Lease is that, subject to the express terms hereof, the rent received by the Landlord is free and clear of all expenses in connection with the care, maintenance, operation, repair, demolition, work, or improvement whatsoever, of the Premises and the Building, except as provided in this Lease; and

- (c) The Tenant shall keep, operate and maintain the Premises and every part thereof in a clean and sanitary condition and in accordance with all laws, directions, rules and regulations of any government authority having jurisdiction in respect of same. The Tenant shall perform and pay for its own garbage removal.

13. RUBBISH AND DIRT

The Tenant shall not perform acts or carry on any practices which may injure the Premises or the Building and shall keep the interior of the Premises reasonably clean and free from rubbish and dirt. The Tenant shall not burn any trash or garbage in or about the Premises or anywhere else within the confines of the Building or Common Areas and Facilities.

14. NUISANCE

The Tenant shall not use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof or in the Common Areas and Facilities, any noxious, noisome or offensive act, trade, business, occupation or calling, or keep, sell, use or handle and dispose of any goods or things which are objectionable or by which the Premises or the Building shall be injured, and shall not cause, permit or suffer anything to be done or continued to be done in or upon the Premises or any part thereof or upon the Common Areas and Facilities which may be or become a nuisance or annoyance, or which may void or render voidable any insurance upon the Building or part thereof.

15. BUILDING COMPLETION, REPAIRS, ALTERNATION AND FIXTURES

- (a) The Tenant shall provide the Landlord with its preliminary and final design drawings (illustrating floor plans and elevations) within which the Premises shall be built. No approval of the Landlord is required. Any exterior alterations made by the Tenant, which affect the structure, design or finishing of the Premises of the Building shall be submitted to the Landlord for its layout and design input and approval, acting reasonably. Once approved, the Tenant shall complete the approved plans in a good and workmanlike manner and with due diligence and dispatch.
- (b) The Tenant agrees to provide the Landlord with a complete set of architectural drawings relating to its leasehold improvements of the Premises.
- (c) The Tenant shall not make any interior alterations which affect the structure of the Premises of the Building, including alterations for the purpose of installing any interior or exterior lighting or plumbing fixtures, or exterior decorations or painting, without the previous written consent of the Landlord, such consent not to be unreasonably withheld. All alterations, additions or improvements which may be made or installed with the consent of the Landlord upon the interior of the Premises shall be the property of the Landlord and at the option of the Landlord shall in whole or in part either be removed by the Tenant at the end of the Term or shall remain upon and be surrendered with the Premises as a part thereof without disturbance, manipulation, or injury at the termination of the Term. All Leasehold Improvements shall immediately upon their placement be and become the Landlord's property without compensation therefore to the Tenant. Notwithstanding anything contained in the paragraph:
- i. The Tenant may install its usual trade fixtures in the usual manner provided such installation does not damage the structure of the Premises; and
 - ii. Provided that the Tenant has paid the Rent hereby reserved and performed the covenants herein contained and on its part to be performed, the Tenant shall have the right, at the expiration of this Lease, to remove its trade fixtures, but the Tenant shall make good any damage or injury caused to the Premises that shall have resulted from such installation or removal.
- (d) The Tenant shall be solely responsible for all architectural, mechanical, electrical, structural and any other lawful requirements to ensure the renovations and works comply with all relevant statutes, bylaws, and orders of any authority having jurisdiction, including, but not limited to:
- i. Any heating, ventilation and air conditioning units of adequate capacity;
 - ii. All electrical, mechanical and lighting systems to adequate capacity;
 - iii. Fire alarm system if required by code;
 - iv. Complete sprinkler system if required by code; and
 - v. Main sewer/waste lines, plumbing and sanitary drainage within the Premises, and sanitary vents

to service the Premises exclusively, in a first class manner.

16. TENANT'S COVENANTS

The Tenant covenants and agrees with the Landlord as follows:

- (a) the Landlord shall not be liable or responsible in any way for any injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employees, agent, invitee or customer of the Tenant or any other person who may be upon the Premises or the Common Areas and Facilities, or for any loss of or damage or injury to any property belonging to the Tenant or its employees, customers or to any other person while such property is on the Premises and, in particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by the failure by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by the interruption of any public utility or service or by stream, water, rain, snow, or the other substances leaking into issuing or flowing into any part of the Premises or Building or from the water, stream, sprinkler or drainage pipes, or plumbing works of the same or from any other place or quarter or for any damage caused by anything done or committed by any tenant or other occupant of the Building. The Tenant shall not be entitled to any abatement of Rent in respect of any such condition, failure or interruption of service, and the same shall constitute an eviction;
- (b) to indemnify and save harmless the Landlord from all fines, suits, claims, demands and action of any kind or nature to which the Landlord shall or may become liable for or suffer:
 - i. by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease; or
 - ii. by reason of any injury occasioned to or suffered by any person or persons or any property on the Premises resulting from any wrongful act, neglect or default on the part of the Tenant or any employee, agent, invitee or customer of the Tenant;
- (c) in the event the Tenant shall fail to pay any taxes, or charges payable by it under this Lease and which constitute a lien or charge upon the Premises or the Building, the Landlord, after the expiration of ten (10) days' notice to the Tenant, within which such default shall not have been cured, may pay all or any of the same and all of such payments so made shall constitute Rent payable forthwith by the Tenant;
- (d) it is agreed that if any insurance policy upon the Building or any part thereof shall be cancelled or the coverage thereunder reduced in any way by the insurer, or if such action is threatened, by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any subtenant or licensee of the Tenant, or by anyone permitted by the Tenant to be upon the Premises the Tenant shall forthwith remedy the condition giving rise to such cancellation or reduction of coverage or threatened cancellation or reduction of coverage and failing which, the Landlord may upon twenty-four (24) hours notice, at its option and at the cost of the Tenant as Additional Rent remedy such condition without such action constituting an eviction;
- (e) if the Tenant wishes to install any electrical or other equipment which may overload the electrical or other service facilities of the Building or the Premises, the Tenant shall at its own expense make whatever changes are necessary to comply with the reasonable and lawful requirements of the insurance underwriters and governmental authorities having jurisdiction, but no change shall be made by the Tenant until the Tenant first submits to the Landlord plans and specifications for the proposed work and obtains the Landlord's written approval to make the same, such approval not to be unreasonably withheld;
- (f) the Tenant will observe any rules and regulations attached to this Lease and such other and further reasonable rules and regulations as the Landlord may make pertaining to the operation, reputation, safety, care or cleanliness of the Premises, the operation and maintenance of the Building and the Common Areas and Facilities provided such rules and regulations are not inconsistent with the terms of this Lease and that the Tenant has been given a written notice of the same;
- (g) The Tenant shall pay to the Landlord in the manner specified herein, without any deduction, set-off or abatement, all Rent hereby reserved and all other amounts which are collectible by the Landlord as Rent, and in the event the Tenant shall fail to pay any such amount when due and payable hereunder such unpaid amount shall bear interest and be payable as Rent owing from the due date thereof to the date of payment at the Prime Rate plus three percent (3%), calculated and compounded daily with any adjustment in the Prime Rate to be effective on the date of any change in the Prime Rate. The Landlord's acceptance of any Rent, whether or not in arrears, shall not constitute a waiver of compliance with any of the covenants, terms and conditions of this Lease or any other rights of the Landlord. The Tenant shall observe and perform all terms and provisions of this Lease on its part to be observed and performed and shall not do or suffer to be done anything contrary to any term or provisions hereof;
- (h) The Tenant shall, at the Tenant's sole cost and expense, comply with the provisions of Section 5 and will indemnify and save harmless the Landlord from each and every demand, action, cause of action and expense, including solicitor's fees, caused by failure to do so;
- (i) The Tenant agrees not to paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part on the outside or inside of the Building or on the Premises; provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant

to be placed on the Premises; the colour, size, style, character and material of the signs shall be as the Landlord determines and the cost of placing them shall be paid by the Tenant to the Landlord on demand and is recoverable as rent.

17. LANDLORD'S COVENANTS

The Landlord covenants and agrees with the Tenant as follows:

- (a) that if the Tenants pays the Rent hereby reserved and performs the covenants herein on its part contained, it shall and may peacefully possess and enjoy the Premises for the Term hereby granted and renewal terms without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, provided that the Landlord and its agent shall have the right upon twenty-four (24) hours written notice to the Tenant to enter upon the Premises at reasonable times to show the Premises to prospective purchasers, encumbrancers or assignees, the Landlord shall have the right within the three (3) months prior to the termination of this Lease to place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are for sale or to let, and the Tenant agrees that it will not remove such notice or permit the same to be removed;
- (b) that the Landlord will keep in a good and substantial state of repair the structural elements including the roof, roof structure, structural foundations of the Building and load bearing walls and the costs of same shall be for the Landlord's account and not recoverable from the Tenant unless caused by the negligence of the Tenant; and
- (c) that the Tenant shall be entitled to the benefits of any and all warranties which the Landlord may be entitled to enforce in relation to the Premises, including but not limited to warranties given or made by builders, trades and sub-trades, and the manufacturers or suppliers of materials, and the Landlord hereby agrees to co-operate fully respecting the enforcement of any claims arising in consequence of the breach of such warranties at the Tenant's expense.
- (d) That the Landlord will use its best efforts to provide the Tenant with a non disturbance agreement from the Head Landlord, in a form acceptable to the Tenant, such consent not to be unreasonably withheld.

18. DAMAGE TO THE LEASED PREMISES

- (a) If and whenever the Premises shall be destroyed, demolished or damaged by fire or other cause to such an extent that the same shall not be capable with due diligence of being repaired, restored or re-build within a period of ninety (90) days after the happening of such destruction, demolition or damage, then the Landlord or the Tenant may terminate this Lease upon thirty (30) days written notice to the other given within forty-five (45) days of the date of such destruction, demolition or damage, and the Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and Rent shall be appointed to the date of such damage, demolition or destruction;
- (b) Provided further that if the Premises can with due diligence be repaired, restored or rebuilt within such period of ninety (90) days or if the Landlord and the Tenant have not terminated as aforesaid, the Landlord shall rebuild it but, in lieu of re-building it in the same form, shall be entitled to build a building in accordance with a plan chosen by the Landlord and so long as the floor area thereof of the Premises proposed for the Tenant is not substantially less than the floor area of the Premises it replaces;
- (c) If the Premises are destroyed, demolished or damaged by fire or other caused and notice to terminate this Lease shall not have been given as provided under Subsection (a) of Section 18, the Landlord shall repair the Premises, excluding the Tenant's Leasehold Improvements, with all reasonable speed, and
 - i. If the destruction, demolition or damage sis such as to render the Premises wholly unfit for occupancy, all Rent under this Lease shall cease from the time of the occurrence thereof until substantial completion of repairs to the Premises by the Landlord;
 - ii. If the destruction, demolition of damage is such that the Premises can be partially used by the Tenant all Rent hereunder shall be payable in accordance with the terms hereof, provided that the Rent payable during the whole or any part of the period during which the Premises may be only partially used by the Tenant, shall abate according to the nature and extent of the destruction, demolition or damage until the substantial completion of repairs to the Premises by the Landlord; and
 - iii. Upon the substantial completion of repairs to the Premises by the Landlord all Rent under this Lease shall recommence within fifteen (15) days, or upon the opening of the Premises for business, whichever is earlier.

- (d) Any question as to the extent of damage to or destruction of the Premises or the Building shall be determined by an independent architect or firm of architects chosen by the Landlord and acceptable to the Tenant, such approval not to be unreasonably withheld, and whose decision shall be final and binding and no appeal shall lie therefrom

19. REMEDIES OF THE LANDLORD

- (a) Proviso for re-entry by the Landlord on non-payment of Rent or non-performance of covenants subject to the provisions of this Lease;
- (b) If the Tenant shall fail to pay any instalment of Rent or other sums payable as Rent under this Lease when due and shall allow such default to continue for five (5) days following the giving by the Landlord to the Tenant of written notice of such default or if the Tenant shall fail to perform any of the other covenants, conditions or agreements in the Lease on the Tenant's part to be observed, kept to preformed, and shall allow any such default to continue for fifteen (15) days following the giving by the Landlord to the Tenant of written notice of such default then the Term of this Lease may, at the option of the Landlord and without notice to the Tenant, be terminated and the Term and estate hereby vested in the Tenant and any and all other rights of the Tenant hereunder shall thereupon immediately cease and expire as fully and with like effect as if the entire term of the Lease had elapsed;
- (c) If the Tenant shall default in the performance of any covenant (other than any covenant to pay Rent) in its part to be performed under this Lease, the Landlord may, if such default shall continue for fifteen (15) days following the giving by the Landlord to the Tenant of written notice of such default perform the same for the account of the Tenant, and may enter upon the Premises for that purpose and shall not be liable to the Tenant for any loss or damage to the Tenant's merchandise or business caused by acts of the Landlord acting responsibly in so remedying the default or neglect of the Tenant. If the Landlord at any time is compelled or elects to pay any sum of money or do any act which would require payment of any sum of money by reason of the failure of the Tenant to comply with any provisions of this Lease or if the Landlord is compelled or elects to incur any expense, including legal fees, by reason of any default of the Tenant under this Lease, the sum or sums, including legal fees on a solicitor and client basis, so paid by the Landlord with all **with all interest**, costs and damages shall be deemed to be Additional Rent hereunder and shall be paid by the Tenant to the Landlord forthwith upon demand and upon presentation of proof of payment;
- (d) If the Landlord shall re-enter or if the Lease shall be terminated as aforesaid:
- i. Rent shall immediately become due and be paid up to the time of such re-entry or termination, together with reasonable expenses of the Landlord as set forth in clause (iv) of the Subsection (d);
 - ii. The Landlord may re-let the Premises or any part thereof either in the name of the Tenant or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of the Lease and may grant reasonable concessions in connection therewith;
 - iii. The Landlord, at its option and in addition to any other remedy it may have, may require the Tenant, or the legal representatives of the Tenant, to pay the Landlord as liquidated damages, monthly on the first day of each month following such re-entry or termination until the expiration of the period which would otherwise have constituted the balance of the Term of this Lease, and deficiency between:
 - A. The average of the amounts paid or payable by the Tenant as Basic Rent and Additional Rent for each month during the period of three (3) months immediately proceeding such re-entry;
 - B. And amount, if any, of the rents collected on account of the lease or leases of the Premises, for each month of the period which otherwise have constituted the balance of the Term of this Lease; and
 - iv. There shall be paid forthwith by the Tenant to the Landlord such reasonable expenses as the Landlord may have incurred in connection with re-letting, including legal costs, solicitors' fees and brokerage, and the expenses of keeping the Premises in good order or of preparing the same for re-letting.
- (e) In the event of a breach or threatened breach by the Tenant or any of the covenants or provisions of this Lease, the Landlord shall have the right to invoke any remedy allowed at law or in equity as if re-entry and other remedies were not provided for in the Lease. Mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy available to it at law or equity. All rights and remedies granted to the Landlord by the terms of this Lease may be enforced successively, concurrently and/or cumulatively by it.
- (f) Provided, however, if the Tenant is in default in the performance of any covenant (other than any covenant to pay rent) and has received notice from the Landlord specifying the default, and if given the nature of such default, such default will take longer than fifteen (15) days to remedy, then the Landlord's remedies provided for in the Lease for breach of the covenant shall be held in abeyance so long as the Tenant has, with the fifteen day notice period, stated to remedy the default and continues diligently thereafter to continue to remedy the default.

The Tenant covenants and agrees that all remedies available to the Landlord if the Tenant fails to pay Rent or any instalment thereof (whether such remedies are provided by the terms of this Lease or otherwise) shall also be available to the Landlord if the Tenant fails to pay any other amount it is required to pay under the terms of this Lease.

20. EXEMPTION RE DISTRESS

The Tenant hereby covenants and agrees with the Landlord that none of the goods or chattels of the Tenant at any time during the continuance of the Term hereby created on the Premises shall be exempt from levy by distress for rent in arrears by the Tenant, and that upon any claim made for such exemption by the Tenant or on distress being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in said section or sections or amendment or amendments thereto, the Tenant waiving, as it hereby does all and every benefit that could or might have accrued to it under and by virtue of any statute or under common law, for the above covenant.

21. BANKRUPTCY OF TENANT

If the Tenant shall be adjudicated a bankrupt or adjudged to be insolvent, or a receiver or trustee of the Tenant's property and affairs shall be appointed or if the Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for the appointment of a receiver or if any execution or attachment shall be issued against the Tenant or any of the Tenant's property whereupon the Premises or any portion thereof shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant and such execution or attachment shall not be set aside, vacated, discharged or bonded within fifteen (15) days after the issuance of same or if the Tenant attempts to make a bulk sale or move the bulk of its fixtures out of the Premises, contrary to the *Bulk Sales Act* then, in any of such events, the then current month's Rent and Rent for the next three (3) ensuing months shall immediately due and be paid and this Lease may at the option of the Landlord be cancelled and terminated, whether or not the Term has commenced or whether or not any Rent has been prepaid. For the purpose of this Lease accelerated rent shall include all amounts payable by the Tenant as Basic Rent and Additional Rent and shall be calculated on the basis of the average of the amounts thereof so paid by or payable by the Tenant for each month during the period of three (3) immediately preceding such termination. If this Lease shall be so cancelled and terminated, neither the Tenant nor any person claiming through or under the Tenant by virtue of any statute or order of any Court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises, and the Landlord, in addition to other rights and remedies the Landlord has by virtue of any other provisions of this Lease or of any statute or rule of law, may retain on account of liquidated-damages any Rent, security deposit or monies received by it from the Tenant or others on behalf of the Tenant.

22. ASSIGNMENT BY TENANT

- (a) The Tenant shall not assign this Lease or sublet or part with possession of the Premises or any part thereof, unless the previous written consent of the Landlord is first obtained;
- (b) The Tenant agrees that the Landlord shall not be deemed to be unreasonable in withholding its consent in the event that the proposed material or substantial change in the use of the Premises is to one which is more injurious, in the reasonable opinion of the Landlord, than that of the Tenant, in which event it may withhold such consent, and in any event, may withhold such consent unless and until the proposed assignee or sublease shall have agreed, in writing, with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease insofar as the same pertain to the portion of the Premises being assigned or sublet;
- (c) Notwithstanding any consent to sublease, the Tenant shall remain fully liable under this Lease and shall not be released from performing any of its covenants, obligations or agreements in this Lease and shall continue to be bound by this Lease;
- (d) If there is a permitted transfer of this Lease by sublease, the Landlord may collect the rents from the subtenant or occupant, both being hereinafter collectively referred to as the "Transferee", and to apply the net amount collected to the Rent required to be paid pursuant to the Lease, and no acceptance by the Landlord of any payment by the Transferee shall be deemed a waiver of this covenant, or the acceptance of the Transferee as a tenant, or a release of the Tenant from the further performance by the Tenant of the covenants and/or obligations on the part of the Tenant herein contained. Any document or consent evidencing an assignment or sublease of this Lease, if permitted or consented to by the Landlord, shall be prepared by the Landlord's solicitors, and all legal costs with respect thereto shall be paid by the Tenant to the Landlord forthwith upon demand as Additional Rent; and
- (e) If the Tenant intends to effect a transfer as aforesaid, either by assignment or sublease, then and so often as such event shall occur, the Tenant shall give prior written notice to the Landlord of such intent, specifying, therein the proposed Transferee providing such information with respect thereto, including without limitation. Information concerning the principals thereof, and as to any credit, financial or business information relating to the proposed Transferee as the Landlord or a mortgagee requires, and the Landlord shall within twenty-one (21) days after receipt of all information which is required by it, notify the Tenant, in writing, wither that it consents or does not consent in accordance with the provisions and qualifications of this Section 23.
- (f) The Tenant shall have the right to assign the Lease as security to a lender. The Landlord agrees to give the lender notice of any default by the Tenant under this Lease with a right to cure any default in order to protect the leasehold security, and if the event of default not susceptible to cure by the Tenant or the assignee, the lender will be entitled to a new lease for the balance of the term, but otherwise on the same terms and conditions as this Lease.

23. ASSIGNMENT BY LANDLORD

In the event of the sale or Lease by the Landlord of the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser, lessee under such Lease or assignee shall have assumed the covenants and obligations of the Landlord hereunder, by written agreement made in favour of the Tenant and provided the Landlord is not then in default under this Lease, the Landlord shall, without further written agreement be freed and relieved of liability upon such covenants and obligations. The Landlord shall provide the Tenant with 20 business days notice of its intention to invoke this section, and the Tenant shall be given 14 business days to respond in writing of a default, failing which the Tenant shall be deemed to have given consent. The tenant shall from time to time, within seven (7) days of the request of the Landlord, certify or acknowledge to any mortgagee, purchaser, lessee, or assignee or proposed mortgagee, purchaser, lessee or assignee, s to the status and validity of this Lease and the state of the Landlord and Tenant's account hereunder.

24. SUBORDINATION

Subject to the provisions if this Section, the Lease is subordinate to every mortgage that now affects the Building. The Landlord agrees to use its best efforts to obtain a non-disturbance agreement in favour of the Tenant from every such mortgagee in the terms as hereinafter set out. The Tenant will subordinate this Lease to every mortgagee there hereafter affects the Building and execute promptly a document in confirmation of the subordination if requested by the Landlord in which the Tenant also will agree with such mortgagee that if the mortgagee becomes a mortgagee in possession or takes action to realize the security of the mortgage, the Tenant will attorn to such mortgagee as a tenant upon all the terms of this Lease, provided that the Landlord obtains from any such mortgages a non-disturbance agreement in writing which non-disturbance agreement shall provide that the Tenant shall be entitled to remain undisturbed in its possession of the Premises subject to the terms and conditions of this Lease so long as it is not in default thereunder and in the absence of any such non-disturbance agreement the Tenant shall not be obligated to subordinate its interest under this Lease to any such mortgagee. The Tenant agrees to execute all documents in confirmation of a subordination of this Lease in favour of a mortgage or an attornment to a mortgage. If the Tenant fails to execute them or any of them after being requested by the Landlord, the Landlord may terminate this Lease after the expiration of ten (10) days notice of its intention to do so because of the Tenant's failure unless within the ten (10) day period the Tenant executes the documents.

25. OVERHOLDING

In the event that the Tenant remains in possession of the Premises after the expiration of the Term without objection by the Landlord and without written agreement otherwise providing, and subject to the provisions of this Lease insofar as the same are applicable, the Tenant shall be deemed to be a monthly tenant at a monthly rental equal to the largest monthly rental payment payable by the Tenant thereunder and otherwise on the terms and conditions herein set out. Provided that if without the consent or approval of the Landlord the Tenant continues to occupy the Premises, the Landlord may cause it to vacate without notice and may eject the Tenant and its belongings.

26. NON-WAIVER

That no waiver on behalf of the Landlord of any breach shall take place or be binding unless the same be expressed in writing over the signature of the Landlord or its authorized representative and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to limit or affect the rights of the Landlord with respect to any other breach.

27. ACCESS BY LANDLORD

The Landlord or its agents shall have the right to enter upon the Premises at all reasonable times to view the state of repair, condition and use thereof and to make such repairs, as it may deem advisable and the Landlord or its agents shall be allowed to take all material into ad upon the Premises that may be required therefore without the same constituting an eviction of the Tenant in whole or in part. In the event of a fire or other public emergency, persons legally entitled to respond to such emergencies will be allowed access to or across the Premises.

28. EXCUSE OF PERFORMANCE

Notwithstanding anything contained in this Lease, the Landlord or the Tenant shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if such default is due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material or service, an act of God or other cause beyond the control of the Landlord or the Tenant provided that the aforementioned excuse shall not apply to the Tenant's payment of Rent under the terms of this Lease.

29. NO PARTNERSHIP

It is understood and agreed that neither the provisions of this Lease or any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

30. ENVIRONMENTAL MATTERS

- (a) Without limiting the generality of Section 5, the Tenant shall at all times conduct all business or activities on the Premises in compliance with all lawfully imposed applicable environmental laws, rules, regulations, notices, orders or lawful requirements of Canada or the Province of Ontario, or any competent authority or agency, whether or not such laws, rules, regulations, notices, orders or requirements be of a kind now existing or within the contemplation of the parties hereto.
- (b) Without limiting the generality of Section 5, no contaminants or toxic substances as defined under the *Canadian Environmental Protection Act* or the correspondent Provincial legislation (collectively "**Contaminants**") may be used, emitted, discharged or stored on the Premises or the Building by the Tenant, its officers, directors, agents, employees or permitted sublessees except in strict compliance with all applicable laws, rules, regulations, orders or approvals, whether or not such Contaminants are presently defined or designated.
- (c) The Tenant shall pay and be responsible for the entire costs of any remedial action of the Premises and the Building which may be required by law to mitigate any damage to the environment arising from or attributing to its use of the Premises or the Building or the operation and activities of the Tenant, its officers, directors, agents, employees, and permitted sublessees.

31. FIRE STANDARDS

The Tenant shall, throughout the term, observe and fulfil to the satisfaction of the Landlord all federal fire safety and protection standards as amended from time to time, relating to the use of the Premises and for greater certainty but not so as to restrict the generality of the foregoing, the Tenant shall observe all such standards applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation of fire protection devices in and for the Premises.

32. NOTICE OF RESERVE STATUS

The Tenant shall post notice in a prominent place on the Premises indicating that the Premises are part of Rama Indian Reserve Number 32 by virtue of which no construction lien shall encumber the Premises or the Building.

33. MINERAL RIGHTS

Provided that the Head Landlord is entitled thereto under the Head Lease, the Landlord reserves the right to drill for, remove and dispose of petroleum, natural gas and minerals on or under the Building and for that purpose to drill wells, lay pipelines, and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved; provided that the rights hereby reserved shall not be exercised by the Head Landlord unless the use of the Premises by the Tenant is not affected thereby.

34. NOTICE

Whenever in this Lease it is required or permitted that any notice or demand be given or served by either party to this Lease to or on the other, such notice shall be given or served in writing and forwarded by hand delivery, fax or registered mail to the last known address of the Tenant, as provided by the Tenant or to the Landlord as follows:

To the Tenant at: CHC Casinos Canada Limited
3250 Mary Street
Miami Florida
33133 U.S.A
Fax No.: (305) 445-4255
Attention: President Gaming Group

To the Landlord at: Ramcor Developments
P.O. Box 35 R.R. #6
Rama ON
L0K 1T0
Fax No.: (705) 329-2770
Attention: Property Manager

And subject to the following sentence, any such notice or communication shall be deemed to have been given to and received by the addressee, four (4) days after the mailing thereof in Canada, postage prepaid and registered if mailed, or the next business day if faxed, of the date of delivery if delivered by hand. Such addresses may be changed from time to time by either party serving notice as above provided. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out or similar event involving a postal service, any notice or communication will not be received by the addressee by no later than the fourth (4th) business day following the mailing thereof, then mailing shall not be an effective means of sending same, but rather any notice or communication must be sent by the most reasonable expeditious means available.

35. SEVERABILITY

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to such person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

36. EXPENSES

If legal action or any proceeding or demand is brought or made for recovery of possession of the Premises or for recovery of Rent or any other amount due under this Lease, or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord all expenses incurred therefore, including a solicitor's fee on the basis of a solicitor and his client subject to assessment, unless a Court shall otherwise award.

37. ARBITRATION

Any dispute between the parties hereto with respect to this Lease which cannot be resolved or settled between them, may, at the request of either party, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (Canada) or to any other means of alternate dispute resolution process satisfactory to the parties, including without limitation, binding arbitration as to the subject matter of the dispute, but in no event will the arbitrator have the power to alter or

change any provision(s), or to give any decision inconsistent with the terms and provisions of the Lease. Subject to agreement of the parties, each party will bear its own cost of the process and share equally the costs of any neutral(s) and the incidental expenses.

38. GENERAL PROVISIONS

- (a) Time shall be of the essence of this Lease except as specified herein.
- (b) This Lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors and assigns.
- (c) It is mutually agreed that any and all prior agreements, written or verbal, express or implied between the parties, relating to or in any way connected with the Premises or any associated, affiliated or predecessor corporation are declared null and void and are superseded by the terms of the present Lease. The parties agree that this Lease constitutes the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied therein. Any modifications must be writing, signed by the parties or it shall have no effect and shall be void.
- (d) The Lease and the rights and obligations and relations of the parties hereto shall be governed by and constructed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein (but without giving effect to any conflict of laws rules). The parties hereto agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Lease. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.
- (e) It is hereby expressly agreed that these presents and all right, advantages, privileged, powers and things hereby secured to the parties hereto shall be fully secured to, binding upon and exercisable by the respective successors and assigns, and all parties claiming by, through or under them or any of them and that all covenants, liabilities and obligations entered into by or imposed hereunder upon the parties hereto shall be equally binding upon the respective successors and assigns and wherever in these presents reference is made to "person" such expression shall be construed to include individuals, firms, syndicates, companies, corporations and trustees, and where the context may require, the singular shall include the plural and the masculine shall include the feminine and neuter.
- (f) The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor any provisions hereof.
- (g) The Lease is conditional upon the Ontario Casino Corporation and the Band approving this Lease following the full and mutual execution of this Lease between the Landlord and Tenant
- (h) Where the consent of any party is required the consent will not unreasonably withheld or delayed, unless the specific lease provision provides otherwise.

39. HEAD LEASE

The Tenant acknowledges that this Lease is a sublease of a portion of the Building lease to the Landlord as tenant pursuant to the Head Lease and the Tenant agrees that it shall comply with all of the provisions contained in the Head Lease to be observed and performed by the Landlord pursuant to the Head Lease as tenant as they related to the Premises.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease.

SIGNED,
in the presence of:

SEALED

and

DELIVERED

455457 ONTARIO INC., carrying on
business under the firm name and style of
RAMCOR DEVELOPMENTS

Name: Lorraine McRae
Title: President
I have the authority to bind the Corporation.

CHC Casinos Canada Limited

Per
Name: Robert B. Sturges
Title: Vice President

I have the authority to bind the Corporation.

Each of the undersigned acknowledges and agrees with the terms of this Lease.

ONTARIO CASINO CORPORATION

Name: Brian Wood

Title: A/President

I have the authority to bind the Corporation.

THE CHIPPEWAS OF MNJIKANING
FIRST NATION

Name: Lorraine McRae
Title: Chief

I have the authority to bind the First Nation

Schedule "B"RULES AND REGULATIONS

1. The Tenant shall not permit any cooking in the Premises without the prior written consent of the Landlord.
2. The sidewalks, entries, passages, and staircases shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the Building, the Common Areas and Facilities used for the common benefit of the tenants and of the sidewalks, entries, corridors and passages not within the Premises and has the right to place signs and appliances therein, as it may deem advisable, provided that ingress to and egress from the Premises is not unduly impaired thereby.
3. The Tenant, its agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving the consent the Landlord has the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building and Premises by moving or suing any heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. Safes and other heavy office equipment will be moved through the halls and corridors only upon steel bearing plates.
4. the washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall be borne by the Tenant by whom or by whose agents, servants, or employees the damage is caused. Tenants shall not let the water run unless it is in actual use and shall not deface or mark any part of the Building or Premises, or drive nails, hooks, or screws into the walls or woodwork thereof.
5. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles not required for business purposes.
6. The Tenant shall permit window cleaners to clean the windows of the Premises during normal business hours.
7. Canvassing, soliciting and peddling in the Building or Premises are prohibited.
8. Any handtrucks, carryalls or similar appliances used in the Building or Premises shall be equipped with rubber tires, side guards and such other safe guards as the Landlord requires.
9. No animals or birds shall be brought into the Building or Premises.

SCHEDULE B

ADMINISTRATION EAST LEASE

(See Attached)

ADMINISTRATION BUILDING – EASTERN PORTION

COMMERCIAL NET LEASE

THIS LEASE made as of the 11th day of December, 1997

BETWEEN:

455457 ONTARIO INC – carrying on business under the
firm name and style of RAMCOR DEVELOPMENTS

Hereinafter called the “Landlord”

-and-

CHC CASINOS CANADA LTS

Hereinafter called the “Tenant”

WHEREAS the Landlord is the owner as the tenant under the Head Lease of certain premises known as the Administration Building (eastern portion) situate in Lot 31-8 as shown on Plan No. 79146 Canada Lands Survey Records, Ottawa, in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario.

AND WHEREAS the Landlord and the Tenant agreed to enter into a lease in respect of the eastern portion of the Administration Building in which the business of the Tenant is or is to be located.

1. DEFINITIONS

- (a) “Additional Rent” means all amounts (except Basic Rent) payable by the Tenant under this Lease whether to the Landlord or otherwise and whether or not characterized as rent under this Lease.
- (b) “Band” means the Chippewas of Mnjikaning (Rama) First Nation Band of Indians, being a band for the purposes of the Indian Act.
- (c) “Basic Rent” means the rent payable pursuant to Section 4.
- (d) “Building” means the structure known as the Administration Building comprised of approximately 41,712 square feet, as it may be altered from time to time and situate on Lot 31-8 as shown on Plan No. 79146, Canada Lands Survey Records, Ottawa, in the Chippewas of Rama Industrial Park, Rama Indian Reserve No. 32 in the Province of Ontario, as shown in green outline on the site plan attached hereto as Schedule “A” prepared by Roderick H. Young, Architect and dated November 1995. The square footage to be confirmed by the Landlord’s Architect.
- (e) “Common Areas and Facilities” means those portions of the Building and adjacent lands designated from time to time by the Landlord for the non-exclusive use for their intended purposes by the Tenant, its servants, agents, and invitees, together with all other so entitled with such Common Areas and Facilities to include without limiting the generality of the foregoing, the access and exit roadways and walkways, parking areas, loading docks and areas, landscaped and planted areas, lighting facilities, equipment, fixtures, electrical, plumbing and other mechanical installations and services within the Building, utility and service areas and traffic control facilities. The Common Areas and Facilities shall at all times be subject to the exclusive control and management of the Landlord.
- (f) “CPI” means the Consumer Price Index prepared by Statistics Canada (base year 1986 = 100) or its successor or successors for Ontario (all items). In the event there ceases to be such an index or compilation, a similar measure selected by the Landlord and approved by the Tenant in writing.

- (g) "CPI Multiplier" means for each 12 month period commencing with March 15, 1998, the Basic Rent shall be subject to an upward adjustment only based on any increase in the CPI from year to year during the relevant term with respect to the Premises, using the amount obtained by multiplying the Basic Rent for the preceding 12 month period by a fraction, the numerator of which is the CPI for the first month in the 12 month period in question, and the denominator of which is the CPI for the first month in the immediately preceding 12 month period.
- (h) "Head Landlord" means Her Majesty the Queen in right of Canada, as represented herein by the Minister of Indian Affairs and Northern Development.
- (i) "Head Lease" means the ground lease dated the 30th day of October, 1981, between Head Landlord and 45547 Ontario Inc., as tenant as such head lease has been amended from time to time.
- (j) "Leasehold Improvements" means all fixtures, improvements, and alterations made, erected or installed by the Tenant.
- (k) "Lease Commencement Date" means July 31, 1996.
- (l) "Premises" means those premises in the Building demised to the Tenant and described in Section 2 hereof.
- (m) "Prime Rate" means the lowest rate of interest quoted by the chartered banks to the most credit worthy borrowers for prime business loans, as published in the periodic publication entitled "The Bank of Canada Review".
- (n) "Proportionate Share" means the ratio which the floor area of the Premises from time to time bears to the total rentable area of the Building; for this purpose the total rentable area of the building is conclusively deemed to be 41,712 square feet. Initially Proportionate Share shall be 48.7% based on floor area of the Premises.
- (o) "Rent" means those amounts described in Section 9 hereof.
- (p) "Taxes" means those matters described in Section 6 hereof.
- (q) "Term" means the term demised by this lease as set out on Section 3 and where applicable, shall include any extension of the original term.

2. LEASED PREMISES

In consideration of the rents, covenants and agreement hereinafter contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased and by these presents does demise and lease unto the Tenant the premises in the Building outlined in yellow (the "Unit") on the floor plan attached as Schedule "A" annexed hereto, which Unit has an area of approximately twenty thousand three hundred and twelve (20,312) square feet in total. Such square footage to be certified by the Landlord's architect as measured on site. Such certificate of square footage shall be provided to the Tenant.

Together with the non-exclusive access thereto over the Chippewas of Tama Industrial Park entrances and drives and the use by the Tenant, its servants, agents and invitees for their intended purposes and in common with others entitled thereto of the Common Areas and Facilities.

3. TERM

To have and hold the Premises for and during the Term beginning from the Lease Commencement Date and to be fully completed and ended on the earlier of:

- (i) the date coincident with subsection 9.1 of the Development and Operating Agreement dated March 18, 1996 between, among others, the Band and the Tenant; or
- (ii) July 31, 2006

4. BASIC RENT

(a) Yielding and Paying in advance for the period from the Lease Commencement Date to the end of the Term, Basic Rent of \$13.50 per square foot being an annual rate of Two hundred and seventy four thousand two hundred and twelve Dollars and no cents (\$274,212.00) per year. Basic Rent shall be payable in equal monthly instalments in advance of Twenty two thousand eight hundred and fifty one Dollars and no cents (\$22,851.00) on the first day of each and every month beginning from the Lease Commencement Date. The Tenant shall pay first and last months Basic Rent upon execution of this Lease and receipt of Forty five thousand seven hundred and two Dollars and no cents (\$45,702.00) on account of the first and last months Basic Rent is hereby acknowledged by the Landlord. Basic Rent shall be subject to any CPI adjustment upward only as provided hereunder. For each 12 month period commencing with March 15, 1998, the Basic Rent shall be subject to an upward adjustment only based on any increase in the CPI as determined by the CPI Multiplier.

5. COMMENCEMENT AND CONDUCT

The Tenant, at its own expense, shall commence and operate its business in the Premises in an up-to-date and reputable manner in compliance with provisions of this Lease. The Tenant shall during the Term at its own expense promptly observe, perform, execute and comply with the requirements of all applicable Band by-laws of general application relating to the safety on the workplace, and all applicable laws, rules, requirements, order, directions, ordinances and regulations of Canada or the Province of Ontario or any other competent municipal authority or agency concerning the Building, the construction, demolition, alteration, remodelling, replacement, operation, condition, maintenance, use or occupation of the Premises whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties hereto. The Tenant shall have the right to contest the validity of such Band by-laws, laws, rules, requirements, orders, directions, ordinances and regulations. Pending resolution of any such contested matter, the Tenant shall comply with such contested matter.

6. REAL PROPERTY AND OTHER TAXES

(a) The Tenant shall pay and discharge all lawfully imposed applicable rates, taxes, duties and assessments of any kind now charged or hereafter to be charged by any competent authority upon the:

- (i) Landlord with respect to all Rent payable by the Tenant, or
- (ii) Premises; or
- (iii) Tenant; or
- (iv) occupier in respect thereof; or
- (v) Leasehold Improvements or payable by either in respect thereof; or
- (vi) the land appurtenant thereto

including any interest penalties or like charges payable as a result of failure by the Tenant to pay all taxes promptly when due. The Tenant shall upon the request of the Landlord promptly deliver to the Landlord for inspection receipts for payment of all such taxes, rates, duties and assessments, or notices of business tax assessments or any other assessments received by the Tenant. For greater certainty, notwithstanding anything to the contrary, any income taxes levied on the Landlord's shall be specifically excluded from the operation of this provision.

(b) The Tenant shall have the right and privilege of appealing assessments or applying for a reduction of any taxes provided that it shall first pay the taxes under protest unless such payment is not required by law in which case the Tenant may defer payment of such taxes so long as such deferral is lawful and will not subject the Premises to forfeiture or sale, and the Tenant may take such action in its own name or, if required and upon giving the Landlord satisfactory indemnity in respect of such action and all costs relating thereto, in the name of the Landlord, and the Landlord agrees to join in such proceedings at the cost and expense of the Tenant. The Tenant shall diligently prosecute any such appeal, application or proceedings and shall immediately after the final determination of such appeal, application or proceedings pay the amount of any taxes found to be due, together with any interest, penalties or other charges which are payable in connection with such taxes;

(c) the Tenant further covenants to pay all licence fees, rates, duties, assessments and business taxes, from time to time levied against or payable in respect of the Premises or the Tenant's business conducted thereon or the Rent payable in respect of the Premises or the Tenant's business conducted thereon or the Rent payable here under or in respect of the personal property, leasehold improvements, inventory, equipment or fixtures at any time made or installed by the Tenant in the Premises and in respect of income, business or other activity of the Tenant arising out of this Lease or in connection with the Premises or Building;

7. TENANT'S INSURANCE

The Tenant shall throughout the Term of this Lease provide and keep in force:

(a) general liability insurance in respect of the Premises in an amount not less than Three Million (\$3,000,000) Dollars in respect of injury to or death of one or more persons or property damage. Such insurance shall be effected with insurers and upon such terms and conditions as shall be approved by the Landlord including without limitation showing the Landlord as a named insured with a cross liability clause. The Tenant shall prior to the occupancy of the Premises, and upon any renewal of any insurance policies promptly furnish to the Landlord copies of such insurance policies or other evidence satisfactory of the Landlord of such insurance or any renewals thereof. In the event of the failure of the Tenant to so insure or to furnish the Landlord with satisfactory evidence of such insurance or of the renewal thereof the Landlord may from time to time effect such insurance on behalf of the Tenant, and any premium paid by the Landlord shall be payable forthwith by the Tenant upon demand as additional rent;

(b) insurance in respect of plate glass including exterior glass and vitrolite lettering and frames for the Unit should be maintained by the Tenant with such insurers and upon such terms and conditions as shall be approved by the Landlord; and

(c) The insurance policies required of the Tenant under this Lease shall to the extent that it is obtainable contain an agreement by the insurer that it will not cancel or substantially alter the policy without first giving each of the insured at lease thirty (30) days prior written notice. The Tenant shall furnish the Landlord with certificates evidencing such policies within fifteen (15) days of the Lease Commencement Date and a certificate of renewal at least ten (10) days prior to the date of the expiration of any policy in force.

8. USE OF LEASED PREMISES

(a) The Premises shall not be used for any purpose other than commercial office and administration purposes and the Tenant hereby agrees to carry on such business in accordance with the terms and conditions of this Lease.

(b) If the Premises are used for any purpose other than that for which the same are hereby leased or other than for such other purposes as may be further consented to in writing by the Landlord, this Lease shall, at the option of the Landlord, forthwith on written notice to the Tenant, cease and determine.

9. BASIC AND ADDITIONAL RENT

Basic Rent and Additional Rent shall for all purposes herein be deemed to be rent and is reserved by the Landlord and is payable by the Tenant in consideration for the demise and lease of the Premises hereunder. The Landlord shall have, in addition to any other rights and remedies in the event of default by the Tenant in the payment of Additional Rent, such rights and remedies that the Landlord would have in the event of default by the Tenant in payment of Additional Rent, such rights and remedies that the Landlord would have in the event of default by the Tenant in payment of Basic Rent. Wherever the word "Rent" is used in the

Lease, it shall be deemed to mean and include Basic Rent and Additional Rent and any other monies or amounts which may be owing by the Tenant to the Landlord or otherwise payable by the Tenant pursuant to this Lease.

10. UTILITIES

The Tenant shall pay all charges, costs and rates for all utilities and services supplied to the Premises and consumed by the Tenant, including heating, gas, electricity, air conditioner, water, telephone and cable, and for all meters, fittings, machines, apparatus and other things used in connection with the supply and installation of such utilities, and for all work and services required by the Tenant and performed by anyone in connection therewith. Accounts for utilities not separately metered to the Premises shall be apportioned by the Landlord on a percentage of usage basis.

11. MAINTENANCE OF THE BUILDING AND SERVICE CHARGES

The Landlord covenants to keep the Building, in accordance with current first class practises, as would a prudent owner of a similar development, and agrees that throughout the Term and any Term extensions, it shall maintain and keep the Building in a state of good order and repair in a timely manner and with due diligence and the Landlord, without limiting the forgoing, shall:

- (a) maintain all entrances, driveways and lanes, free and unobstructed and shall suitably mark all parking spaces and maintain all paved surfaces in a reasonably smooth and good condition and properly drained;
- (b) remove or caused to be removed from the common areas all papers, debris, snow, ice, filth and refuse when reasonably necessary;
- (c) keep the surface of all exterior pavement and sidewalks, including those immediately adjacent to the Premises, sanded and salted when reasonable required;
- (d) effect all repairs and replacements required to keep the common areas in good order and repair and effect all repairs and replacements to the structure, including the roof of the Building;
- (e) maintain the landscaped areas;
- (f) provide sufficient lighted parking spaces in the Building to comply with all applicable governmental laws, by-laws, and regulations;

The Landlord shall ensure that all costs in this section shall be at competitive market rates applicable to similar premises in the Orillia area, and the Landlord may provide the necessary services to complete the work enumerated in this section by its own forces or by Band forces provided the Tenant is first advised and satisfied that such services will be provided at competitive commercial rates as aforesaid. The Tenant shall pay its Proportionate Share of all charges and costs incurred by the Landlord of the maintenance, operation, repair, local improvements of any kind of nature, and replacement of the Common Areas and Facilities and the Building referenced above in paragraphs (a) to (f) as well as snow ploughing and removal, garbage collection, grass cutting, garden maintenance and police and fire protection and its Proportionate Share of all insurance placed on the Building by the Landlord, including insurance against loss of rental income, public liability insurance and such other insurance as may be normally carried by owners of similar types of buildings. For greater certainty, notwithstanding the above, the extent any of the costs in this section are capital in nature according to generally accepted accounting principles, they shall be excluded from costs that the Tenant is responsible for, unless caused by the Tenant's negligence.

12. REPAIRS

- (a) The Tenant will keep in good and substantial state of repair the Premises including all leasehold improvements and all trade fixtures therein, all glass and utilities and all heating, air conditioning and ventilating equipment therein, but with the exception of the structural elements, including the roof, of the Premises (unless such damage is caused by the Tenant's negligence), and reasonable wear and tear and damage caused by the Landlord's negligence;
- (b) The Tenant shall allow the Landlord or its duly appointed agents and work people at reasonable hours on prior notice so as to not disturb the normal working routine of the Tenant, on request, to enter and view the state of repair of the Premises and the Tenant will repair as aforesaid according to notice in writing, provided always that if the Tenant shall not, within fifteen (15) days after service of such notice or immediately thereafter, if same shall in the Landlord's opinion require it, commence and proceed diligently with the execution of the repairs and works mentioned in such notice, it shall be lawful for the thereof, shall be deemed to be Additional Rent in arrears and collectible as same. The intention of this Lease is that, subject to the express terms hereof, the rent received by the Landlord is free and clear of all expenses in connection with the care, maintenance, operation, repair, demolition, work, or improvement whatsoever, of the Premises and the Building except as provided in this Lease; and
- (c) The Tenant shall keep, operate and maintain the Premises and every part thereof in a clean and sanitary condition and in accordance with all laws, directions, rules and regulations of any government authority having jurisdiction in respect of same. The Tenant shall perform and pay for its own garbage removal.

13. RUBBISH AND DIRT

The Tenant shall not perform acts or carry on any practices which may injure the Premises or the Building and shall keep the interior of the Premises reasonably clean and free from rubbish and dirt. The Tenant shall not burn any trash or garbage in or about the Premises or anywhere else within the confines of the Building or Common Areas and Facilities.

14. NUISANCE

The Tenant shall not use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof or in the Common Areas and Facilities, any noxious, noisome or offensive act, trade business, occupation or calling, or keep, sell, use or handle and dispose of any goods or things which are objectionable, or by which the Premises or the Building shall be injured, and shall not cause, permit or suffer anything to be done or continued to be done in or upon the Premises or any part thereof or upon the Common Areas and Facilities which may be or become a nuisance or annoyance, or which may void or render voidable any insurance upon the Building or part thereof.

15. BUILDING COMPLETION, REPAIRS, ALTERATIONS AND FIXTURES

(a) The Tenant shall provide the Landlord with its preliminary and final design drawings (illustrating floor plans and elevations) within which the Premises shall be built. No approval of the Landlord is required. Any exterior alterations made by the Tenant, which affect the structure, design or finishing of the Premises or the Building shall be submitted to the Landlord for its layout and design input and approval, acting reasonably. Once approved, the Tenant shall complete the approved plans in a good and workmanlike manner and with due diligence and dispatch.

(b) The Tenant agrees to provide the Landlord with a complete set of architectural drawings relating to its leasehold improvements of the Premises.

(c) The Tenant shall not make any interior alterations which affect the structure of the Premises or the Building, including alterations for the purpose of installing any interior or exterior lighting or plumbing fixtures, or exterior decorations or painting, without the previous written consent of the Landlord, such consent not to be reasonably withheld. All alterations, additions or improvements, which may be made or installed with the consent of the Landlord upon the interior of the Premises shall be the property of the Landlord and at the option of the Landlord shall in whole or in part either be removed by the Tenant at the end of the Term or shall remain upon and be surrendered with the Premises as a part thereof without disturbance, manipulation, or injury at the termination of the Term. All Leasehold Improvements shall immediately upon their placement be and become the Landlord's property without compensation therefore to the Tenant. Notwithstanding anything contained in this paragraph:

- (i) the Tenant may install its usual trade fixtures in the usual manner provided such installation does not damage the structure of the Premises; and
- (ii) Provided that the Tenant has paid the Rent hereby reserved and performed the covenants herein contained and on its part to be performed, the Tenant shall have the right, at the expiration of this Lease, to remove its trade fixtures, but the Tenant shall make good any damage or injury caused to the Premises that shall have resulted from such installation or removal.

(d) The Tenant shall be solely responsible for all architectural, mechanical, electrical, structural and any other lawful requirements to ensure the renovations and works comply with all relevant statutes, bylaws, and orders of any authority having jurisdiction, including but not limited to:

- (i) any heating, ventilation and air conditioning units of adequate capacity;
- (ii) all electrical, mechanical and lighting systems to adequate capacity;
- (iii) fire alarm system if required by code;
- (iv) complete sprinkler system if required by code; and
- (v) main sewer/waste lines, plumbing and sanitary drainage within the Premises, and sanitary vents

To service the Premises exclusively, in a first class manner.

16. TENANT'S COVENANTS

The Tenant covenants and agrees with the Landlord as follows:

(a) the Landlord shall not be liable or responsible in any way for any injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, invitee or customer of the Tenant or any other person who may be upon the Premises or the Common Areas and Facilities, or for any loss of or damage or injury to any property belonging to the Tenant or its employees, customers or to any other person while such property is on the Premises and, in particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by the failure by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by the interruption of any public utility or service or by stream, water, rain, snow or other substances leaking into or flowing into any part of the Premises or Building or from the water, stream, sprinkler or drainage pipes or plumbing works of the same or from any other place or quarter or for any damage caused by anything done or omitted by any tenant or other occupant of the Building. The Tenant shall not be entitled to any abatement of Rent in respect of any such condition, failure or interruption of service, and the same shall not constitute an eviction;

(b) to indemnify and save harmless the Landlord from all fines, suits, claims, demands and action of any kind or nature to which the Landlord shall or may become liable for or suffer:

- (i) by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease; or
- (ii) by reason of any injury occasioned to or suffered by any person or persons or any property on the Premises resulting from any wrongful act, neglect or default on the part of the Tenant or any employee, agent, invitee or customer of the Tenant;

(c) in the event the Tenant shall fail to pay any taxes, or charges payable by it under this Lease and which constitute a lien or charge upon the Premises or the Building, the Landlord, after the expiration of ten (10) days' notice to the Tenant, within which such default shall not have been cured, may pay all or any of the same and all of such payments so made shall constitute Rent payable forthwith by the Tenant;

- (d) it is agreed that if any insurance policy upon the Building or any part thereof shall be cancelled or the coverage thereunder reduced in any way by the insurer, or if such action is threatened, by reason of the use and occupation of the Premises of any part thereof by the Tenant or by any subtenant or licensee of the Tenant, or by anyone permitted by the Tenant to be upon the Premises, the Tenant shall forthwith remedy the condition giving rise to such cancellation or reduction of coverage or threatened cancellation or reduction of coverage and failing which, the Landlord may upon twenty-four (24) hours notice, at its option and at the cost of the Tenant as Additional Rent remedy such condition without such action constituting an eviction;
- (e) if the Tenant wishes to install any electrical or other equipment which may overload the electrical or other service facilities of the Building or the Premises, the Tenant shall at its own expense make whatever changes are necessary to comply with the reasonable and lawful requirements of the insurance underwriters and governmental authorities having jurisdiction, but no changes shall be made by the Tenant until the Tenant first submits to the Landlord plans and specifications for the proposed work and obtains the Landlord's written approval to make the same, such approval not to be unreasonably withheld;
- (f) the Tenant will observe any rules and regulations attached to this Lease and such other and further reasonable rules and regulations as the Landlord may make pertaining to the operation, reputation, safety, care or cleanliness of the Premises, the operation and maintenance of the Building and the Common Areas and Facilities provided such rules and regulations are not inconsistent with the terms of this Lease and that the Tenant has been given a written notice of the same;
- (g) the Tenant shall pay to the Landlord in the manner specified herein, without any deduction, set off or abatement, all Rent hereby reserved and all other amounts which are collectible by the Landlord as Rent, and in the event the Tenant shall fail to pay any such amount when due and payable hereunder such unpaid amount shall bear interest and be payable as Rent owing from the due date thereof to the date of payment at the Prime Rate plus three percent (3%), calculated and compounded daily with any adjustment in the Prime Rate to be effective on the date of any change in the Prime Rate. The Landlord's acceptance of any Rent whether or not in arrears shall not constitute a waiver of compliance with any of the covenants, terms and conditions of this Lease or any other rights of the Landlord. The Tenant shall observe and perform all terms and provisions of this Lease on its part to be observed and performed and shall not do or suffer to be done anything contrary to any term or provision hereof;
- (h) the Tenant shall, at the Tenant's sole cost and expense, comply with the provisions of Section 5 and will indemnify and save harmless the Landlord from each and every demand, action, cause of action and expense, including solicitor's fees, caused by failure to so do;
- (i) the Tenant agrees not to paint, display inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part on the outside of the Building or on the Premises provided that at the request of the Tenant, the Landlord will cause a sign showing the name of the Tenant to be placed on the Premises, the colour, size, style, character and materials for this signs shall be as the Landlord determines and the cost of placing them shall be paid by the Tenant to the Landlord on demand and is recoverable as rent.

17. LANDLORD'S COVENANTS

The Landlord covenants and agrees with the Tenant as follows:

- (a) that if the Tenant pays the Rent hereby reserved and performs the covenants herein on its part contained, it shall and y peaceably possess and enjoy the Premises for the Term hereby granted and renewal terms without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, provided that the Landlord and its agent shall have the right upon twenty-four (24) hours' written notice to the Tenant to enter upon the Premises at reasonable times to show the Premises to prospective purchasers, encumbrancers or assignees; the Landlord shall have the right within the three (3) months prior to the termination of this Lease, to place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the Business of the Tenant, stating that the Premises are for sale or to let, and the Tenant agrees that it will not remove such notice or permit the same to be removed;
- (b) that the Landlord will keep in a good and substantial state of repair the structural elements including the roof, roof structure, structural foundations of the Building and load bearing walls and the costs of same shall be for the Landlord's account and not recoverable from the Tenant unless caused by the negligence of the Tenant; and
- (c) that the Tenant shall be entitled to the benefits of any and all warranties which the Landlord may be entitled to enforce in relation to the Premises, including but not limited o warranties given or made by builders, trades and sub-trades, and the manufacturers or suppliers or materials, and the Landlord hereby agrees to co-operate fully respecting the enforcement of any claims arising in consequence of the breach of such warranties at the Tenant's expense.
- (d) that the Landlord will use its best efforts to provide the Tenant with a non disturbance agreement from the Head Landlord, in a form acceptable to the Tenant, such consent not to be unreasonably withheld.

18. DAMAGE TO THE LEASED PREMISES

- (a) if and whenever the Premises shall be destroyed, demolished or damaged by fire or other cause to such an extent that the same shall not be capable with due diligence of being repaired, restored or re-built within a period of ninety (90) days after the happening of such destruction, demolition or damage, then the Landlord or the Tenant may terminate this Lease upon thirty (30) days' written notice to the other given within forty-five (45) days of the date of such destruction, demolition or damage, and the Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and Rent shall be apportioned to the date of such damage, demolition or destruction;
- (b) Provided further that if the Premises can with due diligence be repaired, restored or rebuilt within such period of ninety (90) days or if the Landlord and the Tenant have not terminated as aforesaid, the Landlord shall rebuild it but, in lieu of re-building it in the same form, shall be entitled to build a building in accordance with a plan chosen by the Landlord and so long as the floor area thereof of the Premises proposed for the Tenant is not substantially less than the floor area of the Premises it replaces;
- (c) if the Premises are destroyed, or damaged by fire or other cause and notice to terminate this Lease shall not have been given as provided under Subsection (a) of Section 18, the Landlord shall repair the Premises, excluding the Tenant's Leasehold Improvements, with all reasonable speed, and

- (i) if the destruction, demolition or damage is such as to render the Premises wholly unfit for occupancy, all Rent under this Lease shall cease from the time of the occurrence thereof until the substantial completion of repairs to the Premises by the Landlord;
 - (ii) if the destruction, demolition or damage is such that the Premises can be partially used by the Tenant all Rent hereunder shall be payable in accordance with the terms hereof, provided that the Rent payable during the whole or any part of the period during which the Premises may be only partially used by the Tenant shall abate according to the nature and extent of the destruction, demolition or damage until the time of the occurrence of such destruction, demolition or damage until the substantial completion of repairs to the Premises by the Landlord; and
 - (iii) upon the substantial completion of repairs to the Premises by the Landlord all Rent under this Lease shall recommence within fifteen (15) days, or upon the opening of the Premises for business, whichever is the earlier.
- (d) Any question as to the extent of damage to or destruction of the Premises or the Building shall be determined by an independent architect or firm of architects chosen by the Landlord and acceptable to the Tenant, such approval not to be unreasonably withheld, and whose decision shall be final and binding and no appeal shall lie therefrom.

19. REMEDIES OF THE LANDLORD

- (a) Proviso for re-entry by the Landlord on non-payment of Rent or non-performance of covenants, subject to the provisions of this Lease;
- (b) If the Tenant shall fail to pay any instalment of Rent or other sums payable as Rent under this Lease when due and shall allow such default to continue for five (5) days following the giving by the Landlord to the Tenant of written notice of such default or if the Tenant shall fail to perform any of the other covenants, conditions or agreements in this Lease on the Tenant's part to be observed, kept or performed, and shall allow any such default to continue for fifteen (15) days following the giving by the Landlord to the Tenant of written notice of such default then the Term of this Lease may, at the option of the Landlord and without notice to the Tenant, be terminated and the Term and estate hereby vested in the Tenant and any and all other rights of the Tenant hereunder shall thereupon immediately cease and expire as fully and with like effect as if the entire term of the Lease had elapsed;
- (c) If the Tenant shall default in the performance of any covenant (other than any covenant to pay Rent) on its part to be performed under this Lease; the Landlord may, if such default shall continue for fifteen (15) days following the giving by the Landlord to the Tenant of written notice of such default perform the same for the account of the Tenant, and may enter upon the Premises for that purpose and shall not be liable to the Tenant for any loss or damage to the Tenant's merchandise or business caused by acts of the Landlord acting reasonably in so remedying the default or neglect of the Tenant. If the Landlord at any time is compelled or elects to pay any sum of money or do any act which would require payment of any sum of money by reason of the failure of the Tenant to comply with any provisions of this Lease or if the Landlord is compelled or elects to incur any expense, including legal fees on a solicitor and client basis, so paid by the Landlord with all with all interest; costs and damages shall be deemed to be Additional Rent hereunder and shall be paid by the Tenant to the Landlord forthwith upon demand and upon presentation of proof of payment;
- (d) If the landlord shall re-enter or if the Lease shall be terminated as aforesaid:
 - (i) Rent shall immediately become due and be paid up to the time of such re-entry or termination, together with reasonable expenses of the Landlord as set forth in clause (iv) of this Subsection(d);
 - (ii) the Landlord may re-let the Premises or any part thereof either in the name of the Tenant or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant reasonable concessions in connection therewith;
 - (iii) the Landlord, at its option and in addition to any other remedy it may have, may require the Tenant, or the legal representatives of the Tenant, to pay the Landlord as liquidated damages, monthly on the first day of each month following such re-entry or termination until the expiration of the period which would otherwise have constituted the balance of the Term of this Lease, any deficiency between:
 - (A) the average of the amounts paid or payable by the Tenant as Basic Rent and Additional Rent for each month during the period of three (3) months immediately proceeding such re-entry; and
 - (B) the amount if any, of the rents collected on account of the lease or leases of the Premises, for each month of the period which would otherwise have constituted the balance of the Term of this Lease; and
- (e) In the event of a breach or threatened breach by the Tenant or any of the covenants or provisions of this Lease, the Landlord shall have the right to invoke any remedy allowed at law or in equity as if re-entry and other remedies were not provided for in this Lease. Mention on this Lease of any particular remedy shall not preclude the Landlord from any other remedy available to it at law or equity. All rights and remedies granted to the Landlord by the terms of this Lease may be enforced successively, concurrently and/or cumulatively by it.
- (f) Provided, however, if the Tenant is in default in the performance of any covenant (other than any covenant to pay rent) and has received notice from the Landlord specifying the default, and if given the nature of such default such default will take longer than fifteen (15) days to remedy, then the Landlord's remedies provided for in this Lease for breach of the covenant shall be held in abeyance so long as the Tenant has, within the fifteen day notice period, started to remedy the default and continues diligently thereafter to continue to remedy the default.

The Tenant covenants and agrees that all remedies available to the Landlord if the Tenant fails to pay Rent or any instalment thereof (whether such remedies are provided by the terms of this Lease or otherwise) shall also be available to the Landlord if the Tenant fails to pay any other amount it is required to pay under the terms of this Lease.

20. EXEMPTION RE DISTRESS

The Tenant hereby covenants and agrees with the Landlord that none of the goods or chattels of the Tenant at any time during the continuance of the Term hereby created on the Premises shall be exempt from levy by distress for rent in arrears by the Tenant, and that upon any claim made for such exemption by the Tenant or on distress being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test

the right to the levying upon any such goods as are named as exempted in said section or sections or amendment or amendments thereto, the Tenant waiving, as it hereby does all and every benefit that could or might have accrued to it under and by virtue of any statute or under common law, for the above covenant.

21. BANKRUPTCY OF TENANT

If the Tenant shall be adjudicated a bankrupt or adjudged to be insolvent, or a receiver or trustee of the Tenant's property and affairs shall be appointed or if the Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for the appointment of a receiver or if any execution or attachment shall be issued against the Tenant or any of the Tenant's property whereupon the Premises or any portion thereof shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant and such execution or attachment shall not be set aside, vacated, discharged or bonded within fifteen (15) days after the issuance of same or if the Tenant attempts to make a bulk sale or move the bulk of its fixed out of the Premises, contrary to the *Bulk Sales Act* then, in any of such events the then current month's Rent and Rent for the next three (3) ensuing months shall immediately become due and be paid ad this Lease may at the option of the Landlord be cancelled and terminated, whether or not the Term has commenced or whether or not any Rent has been prepaid. For the purpose of this Lease accelerated rent shall include all amounts payable by the Tenant as Basic Rent and Additional Rent and shall be calculated on the basis of the average of the amounts thereof so paid by or payable by the Tenant for each month during the period of three (3) immediately preceding such termination. If this Lease shall be so cancelled and terminated, neither the Tenant nor any person claiming through or under the Tenant by virtue of any statute or order of any Court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises, and the Landlord, in addition to other rights and remedies the Landlord has by virtue of any other provisions of this Lease or of any statute of rule of law, may retain on account of liquidated damages any Rent, security deposit or monies received by it from the Tenant or others on behalf of the Tenant.

22. ASSIGNMENT BY TENANT

- (a) The Tenant shall not assign the Lease or sublet or part with possession of the Premises or any part thereof, unless the previous written consent of the Landlord is first obtained;
- (b) The Tenant agrees that the Landlord shall not be deemed to be unreasonable in withholding its consent in the event that the proposed material or substantial change in the use of the Premises is to one which is more injurious, in the reasonable opinion of the Landlord, than that of the Tenant, in which event it may withhold such consent, and in any event, may withhold such consent unless and until the proposed assignee or sublessee shall have agreed, in writing, with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease insofar as the same pertain to the portion of the Premises being assigned or sublet;
- (c) Notwithstanding any consent to sublease, the Tenant shall remain fully liable under this Lease and shall not be released from performing any of its covenants, obligations or agreements in this Lease and shall continue to be bound by this Lease;
- (d) If there is a permitted transfer of this Lease by sublease, the Landlord may collect the rents from the subtenant or occupant, both being hereinafter collectively referred to as the "Transferee", and to apply the net amount collected to the Rent required to be paid pursuant to this Lease, and no acceptance by the Landlord of any payment by the Transferee shall be deemed a waiver of this covenant, of the acceptance of the Transferee as a tenant, or a release of the Tenant from the further performance by the Tenant of the covenants and/or obligations on the part of the Tenant herein contained. Any document or consent evidencing an assignment or sublease of this Lease, if permitted or consented to by the Landlord, shall be prepared by the Landlord's solicitors, and all legal costs with respect thereto shall be paid by the Tenant to the Landlord forthwith upon demand as Additional Rent.
- (e) If the Tenant intends to effect a transfer aforesaid either by assignment or sublease, then and so often as such event shall occur, the Tenant shall give prior written notice to the Landlord of such intent, specifying, therein the proposed Transferee providing such information with respect thereto, including without limitation, information concerning the principals thereof, and as to any credit, financial or business information relating to the proposed Transferee as the Landlord or a mortgagee requires, and the Landlord shall within twenty-one (21) days after receipt of all information which is required by it, notify the Tenant, in writing, either that it consents or does not consent in accordance with the provisions and qualifications of this Section 23.
- (f) The Tenant shall have the right to assign the Lease as security to a lender. The Landlord agrees to give the lender notice of any default by the Tenant under this Lease with a right to cure any default in order to protect the leasehold security, and if the event or default not susceptible to cure by the Tenant or the assignee, the lender will be entitled to a new lease for the balance of the term but otherwise on the same terms and conditions as this Lease.

23. ASSIGNMENT BY LANDLORD

In the event of the sale of Lease by the Landlord of the Premises of the assignment by the Landlord of this Lease or any Interest of the Landlord hereunder, and to the extent that such purchaser, lessee under such Lease or assignee shall have assumed the covenants and obligations of the Landlord hereunder, by written assignment made in favour of the Tenant and provided the Landlord is not then in default under this Lease, the Landlord shall, without further written agreement be freed and relieved of liability upon such covenants and obligations. The Landlord shall provide the Tenant with 20 business days notice of its intention to invoke this section, and the Tenant shall be given 14 business days to respond in writing of a default failing which, the Tenant shall be deemed to have given consent. The Tenant shall from time to time, within seven (7) days of the request of the Landlord, certify or acknowledge to any mortgagee, purchaser, lessee or assignee or proposed mortgagee, purchaser, lessee or assignee, as to the status and validity of this Lease and the state of the Landlord and Tenant's account hereunder.

24. SUBORDINATION

Subject to the provisions of this Section, this Lease is subordinate to every mortgage that now affects the Building. The Landlord agrees to use its best efforts to obtain a non-disturbance agreement in favour of the Tenant from every such mortgagee in the terms as hereinafter set out. The Tenant will subordinate this Lease to every mortgagee that hereafter affects the Building and execute promptly a document in confirmation of the subordination if requested by the Landlord in which the Tenant also will agree with such mortgagee that if the mortgagee becomes a mortgagee in possession or takes action to realize the security of the

mortgage, the Tenant will attorn to such mortgagee as a tenant upon all the terms of this Lease, provided that the Landlord obtains from any such mortgagee a non-disturbance agreement in writing which non-disturbance in its possession of the Premises subject to the terms and conditions of this Lease so long as it is not in default thereunder and in the absence of any such no-disturbance agreement the Tenant shall not be obligated to subordinate its interest in confirmation of a subordination of this Lease in favour of a mortgage or an attornment to a mortgage. If the Tenant fails to execute them or any of them after being requested by the Landlord, the Landlord may terminate this Lease after the expiration of ten (10) business days notice of its intention to do so because of the Tenant's failure unless within the ten (10) day period the Tenant executed the documents.

25. OVERHOLDING

In the event that the Tenant remains in possession of the Premises after the expiration of the Term without objection by the Landlord and without written agreement otherwise providing, and subject to the provisions of this Lease insofar as the same are applicable, the Tenant shall be deemed to be a monthly tenant at a monthly rental equal to the largest monthly rental payment payable by the Tenant thereunder and otherwise on the terms and conditions herein set out. Provided that if without the consent or approval of the Landlord the Tenant continues to occupy the Premises, the Landlord may cause it to vacate without notice and may eject the Tenant and its belongings.

26. NON-WAIVER

That no waiver on behalf of the Landlord of any breach shall take place or be binding unless the same be expressed in writing over the signature of the Landlord or its authorized representative and any waiver so expressed shall extend only to that particular breach to which such waiver specifically related and shall not be deemed to be a general waiver or to limit or affect the rights of the Landlord with respect to any other breach.

27. ACCESS BY LANDLORD

The Landlord or its agents shall have the right to enter upon the Premises at all reasonable times to view the state of repair, condition and use thereof and to make such repairs, as it may deem advisable and the Landlord or its agents shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of the Tenant in whole or in part. In the event of a fire or other public emergency persons legally entitled to respond to such emergencies will be allowed to or across the Premises.

28. EXCUSE OF PERFORMANCE

Notwithstanding anything contained in this Lease, the Landlord or the Tenant shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease of such default is due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material or service, an act of God or other cause beyond the control of the Landlord or the Tenant provided that the aforementioned excuse shall not apply to the Tenant's payment of Rent under the terms of this Lease.

29. NO PARTNERSHIP

It is understood and agreed that neither the provisions of this Lease or any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship between the parties other than the relationship of Landlord and Tenant.

30. ENVIRONMENTAL MATTERS

(a) Without limiting the generality of Section 5, the Tenant shall at all times conduct all business or activities on the Premises on compliance with all lawfully imposed applicable environmental laws, rules, regulations, notices, orders or lawful requirements of Canada or the Province of Ontario, or any competent authority or agency, whether or not such laws, rules, regulations, notices, orders or requirements be of a kind now existing or within the contemplation of the parties hereto.

(b) Without limiting the generality of Section 5, no contaminants or toxic substances as defined under the *Canadian Environmental Protection Act* or the correspondent Provincial legislation (collectively "Contaminants") may be used, emitted, discharged or stored on the Premises or the Building by the Tenant, its officers, directors, agents, employees or permitted subleases except in strict compliance with all applicable laws, rules, regulations, orders or approvals, whether or not such Contaminants are presently defined or designated.

(c) The Tenant shall pay and be responsible for the entire costs of any remedial action on the Premises and the Building which may be required by law to mitigate any damage to the environment arising from or attributable to its use of the Premises or the Building or the operation and activities of the Tenant, its offices, directors, agents, employees and permitted subleases.

31. FIRE STANDARDS

The Tenant shall, throughout the term, observe and fulfil to the satisfaction of the Landlord all federal fire safety and protection standards as amended from time to time, relating to the use of the Premises and for greater certainty but not so as to restrict the generality of the foregoing, the Tenant shall observe all such standards applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation of fire protection devices in and for the Premises.

32. NOTICE OF RESERVE STATUS

The Tenant shall post notice in a prominent place on the Premises indicating that the Premises are part of Rama Indian Reserve Number 32 by virtue of which no construction lien shall encumber the Premises of Building.

33. MINERAL RIGHTS

Provided that the Head Landlord is entitled thereto under the Head Lease, the Landlord reserves the right to drill for, remove and dispose of petroleum, natural gas and minerals on or under the Building and for that purpose to drill wells, lay pipelines, and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved; provided that the rights hereby reserved shall not be exercised by the Head Landlord unless the use of the Premises by the Tenant is not affected thereby.

34. NOTICE

Whenever in this Lease it is required or permitted that any notice or demand be given or served by either party to this Lease to or on the other, such notice shall be given or served in writing and forwarded by hand delivery, fax or registered mail to the last known address of the Tenant, as provided by the Tenant or to the Landlord as follows:

To the Tenant at: CHC Casinos Canada Limited
3250 Mary Street
Miami Florida
33133 U.S.A.
Fax No.: (305) 445-4255

Attention: President Gaming Group

To the Landlord at: Ramcor Developments
P.O. Box 35 R.R. #6
Rama Ontario L1K 1T0
Fax No.: (705) 329-2770

Attention: Property Manager

And subject to the following sentence, any such notice or communication shall be deemed to have been given to and received by the addressee, four (4) days after the mailing thereof in Canada, postage prepaid and registered if mailed, or the next business day if faxed, or the date of delivery if delivered by hand. Such addresses may be changed from time to time by either party serving notice as above provided. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out or similar event involving a postal service, any notice or communication will not be received by the addressee by no later than the fourth (4th) business day following the mailing thereof, then mailing shall not be an effective means of sending same, but rather any notice or communication must be sent by the most reasonably expeditious means available.

35. SEVERABILITY

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to such person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

36. EXPENSES

If legal action or any proceeding or demand is brought or made for recovery of possession of the Premises or for recovery of Rent or any other amount due under this Lease, or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the tenant shall pay to the Landlord all expenses incurred therefore, including a solicitor's fee on the basis of a solicitor and his client subject to assessment, unless a Court shall otherwise award.

37. ARBITRATION

Any dispute between the parties hereto with respect to this Lease which cannot be resolved or settled between them, may, at the request of either party, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (Canada) or to any other means of alternate dispute resolution process satisfactory to the parties, including without limitation, binding arbitration as to the subject matter of the dispute, but in no event will the arbitrator have the power to alter or change any provision(s) to this Lease or to substitute any new provision for an existing provision(s), or to give any decision inconsistent with the terms and provision of this Lease. Subject to the agreement of the parties, each party will bear its own costs of the process and share equally the costs of any neutral(s) and the incidental expenses.

38. GENERAL PROVISIONS

- (a) Time shall be of the essence of this Lease except as specified herein.
- (b) The Lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors and assigns.
- (c) It is mutually agreed that any and all prior agreements, written or verbal, express or implied between the parties, relating to or in any way connected with the Premises or any associated, affiliated or predecessor corporation are declared null and void and are superseded by the terms of the present Lease. The parties agree that this Lease constitutes the entire agreement between the parties and neither party is bound by any representations must be in writing, signed by the parties or it shall have no effect and shall be void.
- (d) The Lease and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein (but without giving effect to any conflict of laws rules). The parties hereto agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Lease. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.
- (e) It is hereby expressly agreed that these presents and all rights, advantages, privileges, powers and things hereby secured to the parties thereto shall be fully secured to, binding upon and exercisable by the respective successors and assigns, and all parties claiming by, through or under them or any of them and that all covenants, liabilities and obligations entered into by or imposed hereunder upon the parties hereto shall be equally binding upon the respective successors and assigns and wherever in these presents reference is made to "person" or "persons" such expression shall be constructed to include individuals, firms, syndicated, companies, corporations and trustees, and where the context may require, the singular shall include the plural and the masculine shall include the feminine and neuter.
- (f) The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor any provisions hereof.
- (g) This Lease is conditional upon the Ontario Casino Corporation and the Board approving this Lease following the full and mutual execution of this Lease between the Landlord and Tenant/
- (h) Where the consent of any party is required, the consent will not be unreasonably withheld or delayed, unless the specific lease provision provides otherwise.

39. HEAD LEASE

The Tenant acknowledges that this Lease is a sublease of a portion of the Building leased to the Landlord as tenant pursuant to the Head Lease and the Tenant agrees that it shall comply with all of the provisions contained in the Head Lease to be observed and performed by the Landlord pursuant to the Head Lease as tenant as they relate to the Premises.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease.

455457 ONTARIO INC., carrying on
business under the firm name and style of
RAMCOR DEVELOPMENTS

Name: Lorraine McRae
Title: President
I have the authority to bind the Corporation.

CHC Casinos Canada Limited

Per
Name: _____ Robert B. Sturges
Title:

I have the authority to bind the Corporation.

Each of the undersigned acknowledges and agrees with the terms of this Lease.

ONTARIO CASINO CORPORATION

Name: Brian Wood
Title: A/President

I have the authority to bind the Corporation.

THE CHIPPEWAS OF MNJIKANING
FIRST NATION

Name: Lorraine McRae
Title: Chief

I have the authority to bind the First Nation

SCHEDULE 11

CASINO RAMA FIRE PROTECTION AGREEMENT

**CONDITIONS FOR PAYMENT
OF FISCAL YEARS 2001-2003**

We approve the payment of operating expenses for Fire Service as provided for in the "Casino Rama Protection Agreement" with the following conditions regarding Fiscal years 2001-2003 which have been completed, or are in progress.

- Fiscal 2001 - Payment made under this agreement to be 75% of operating expenses per audited financial statements after approval by the OLG and Operator.
- Fiscal 2002 - Payment made under this agreement to be 75% of operating expenses per audited financial statements, actual audited operating expenses not to exceed budget of \$2,499,977 unless approved by the OLG and the Operator. Payment to be made based upon statement of unaudited operating expenses for Fiscal 2002 within 30 days receipt of such statement. Any difference from audited operating expenses for Fiscal 2002 will be made at the time of future payments.
- Fiscal 2003 - Payments to be made per contract with understanding that favourable variances in depreciation do not offset an overage from operating expenses other than depreciation. The attached budget is approved for 2003.

The Chippewas of Mnjikaning First Nation

Per: Sharon Simon Henry April 30, 2002
 Name: Sharon Simon Henry
 Title: Chief

Ontario Lottery and Gaming Corporation

CHC Casinos Canada Limited

By: Ron Barbero
 Name: Ron Barbero
 Title: Chief Executive Officer

By: Kevin DeSanctis
 Name: Kevin DeSanctis
 Title: Chief Executive Officer

Casino Rama Fire Protection Agreement

THIS AGREEMENT made in duplicate this 20th day of April, 2002

BETWEEN

Chippewas of Mnjikaning First Nation
 - and - ("Mnjikaning First Nation")

Ontario Lottery and Gaming Corporation
 - and - ("OLGC")

CHC Casinos Canada Limited
 (the "Operator")

Whereas:

- A. The parties hereto, among others have entered into a certain development and operating agreement made the 18th day of March 1996 as amended on April 15th 1996.
- B. The parties have agreed that the existing casino Complex shall be expanded and that such expansion project is to include certain renovations to the casino Complex, hotel component, entertainment center component and additional parking and further the development and operating agreement as amended is hereinafter referred to as the "Development and Operating Agreement".
- C. The Operator and OLGC wish to retain the Fire Protection Services of the Fire Department as such terms are defined herein;
- D. Mnjikaning First Nation has agreed to provide those services subject to the terms and conditions as set out in this Agreement;

IN CONSIDERATION of the covenants and agreements hereinafter contained, the parties covenant and agree that:

1. Definitions
 - 1.1 In this Agreement:
 - a. "Development Budget" means the budget attached hereto as schedule "A" for the design, development, construction, financing, furnishing and equipping of the component of the Fire Department Facility for the sole purpose of providing Fire Protection Services that has been prepared by Mnjikaning First Nation and approved in writing by OLGC and the Operator as evidenced by the execution of this agreement, as the same may be amended, modified, supplemented or replaced from time to time with the approval of the OLGC and the Operator.
 - b. "Capital Renewals" means the additions or improvements to the Fire Department Facility, including the acquisition of all furniture, furnishings, equipment, fixtures, apparatus and other personal property used in, held in storage for use in, or required in connection with the operation of the Fire Department Facility for the sole purpose of providing Fire Protection Services.
 - c. "Complex", "Complex Lands", and "Gross Revenues" shall have the same meaning ascribed thereto in the Development and Operating Agreement;

- d. "Council" shall have the same meaning as defined in the *Indian Act* R.S.C. 1985 c. I-5 and the regulations made thereunder as amended or replaced from time to time.
- e. "Deputy Fire Chief" means the person hired by Council as the Deputy Fire Chief for the Fire Department from time to time.
- f. "Development Schedule" means a schedule a current copy of which is attached hereto as schedule "B" setting forth the dates of commencement and duration of the various development functions necessary to achieve substantial performance (such term to have the same meaning as in the *Construction Lien Act* (Ontario)) of the Fire Department Facility as prepared by Mnjikaning First Nation and approved in writing by OLG and the Operator, as evidenced by the execution of this agreement as the same may be amended, modified, supplemented or replaced from time to time with the approval of the OLG and the Operator.
- g. "Environmental Assessment", "Environmental Effects", "Mitigation", and "Follow-up Programs" shall have the same meaning as they have in the *Canadian Environmental Assessment Act* and the regulations made thereunder, as the same may be amended, modified, supplemented or replaced from time to time in accordance with the provisions of such legislation/regulations.
- h. "Fire Chief" means the person hired by Council as the Fire Chief for the Fire Department from time to time.
- i. "Fire Department" means the fire department of Mnjikaning First Nation and includes the firefighters and administrative support staff that comprise it.
- j. "Fire Department Facility" means the Fire Department Lands and all Improvements thereon as contemplated by the Project Plans and the Development Budget, including the facility constructed on the Fire Department Lands on the plan attached hereto as Schedule C made up of approximately 16,000 square feet.
- k. "Fire Department Lands" means those lands shown on schedule "D" attached hereto;
- l. "Fire Fighter" means a person employed in the Fire Department and assigned to undertake Fire Protection Services, but does not include the administrative support staff.
- m. "Fire Protection Services" includes:
- (a) fire suppression,
 - (b) hazardous material incidents
 - (c) medical assistance,
 - (d) extrication services,
 - (e) high angle rescue,
 - (f) fire prevention and public education programs,
 - (g) administrative functions and services, and
 - (h) any other activity for the proper administration and efficient operation of the Fire Department
- n. "Fire Suppression" means the suppression of any fire or other hazardous conditions by extinguishing it or by other reasonable action, including but not limited to pulling down or demolishing any building or structure when considered necessary to prevent the spread of fire.
- o. "Fiscal Year" means each period from April 1st to March 31st to the end of the Term except that the first Fiscal Year shall be the period beginning on the 1st day of April, 2000 and ending on the following March 31st.

- p. "Force Majeure" means interference with the performance of this agreement by reason of any circumstance beyond the reasonable control of the party affected as a result of fire, flood, explosion, war, strike or labour dispute (even if the parties are in a position to settle such strike or labour dispute), embargo, government requirement, civil or military authority, act of God, or nature which causes any party being unable to fulfill or being delayed or restricted in the fulfillment of such party's obligations.
- q. "Improvements" means all building, structures, works, facilities, services, landscaping, parking and other improvements made on the Fire Department Lands for the sole purpose of providing the Fire Protection Services.
- r. "Operating Budget" means, for any period, a budget setting forth, on an annual basis the Operating Expenses, Capital Renewals and such other expenses and other items as may be included on an accrual basis and stating the assumptions used in its preparation.
- s. "Operating Expenses" means for any period, the aggregate, without duplication, of all expenses incurred in respect of the operation of the Fire Department Facility for the sole purpose of providing Fire Protection Services during such period on an accrual basis, including depreciation and amortization expenses (using the same calculations and methodology currently used by the Operator but not to exceed the term of this Agreement) and other non-cash expenses of the Fire Department for such period.
- t. "Project Plans" means the construction plans and specifications a current listing of which is attached hereto as Schedule C relating to the construction and development of the Fire Department Facility that have been approved by OLG, Mnjikaning First Nation and the Operator, as the same may be amended, modified, supplemented or replaced from time with the approval of the OLG and the Operator.
- u. "Reserve" means the Indian Reserve No. 32 in the Province of Ontario which has been set apart for the use and benefit of Mnjikaning First Nation in accordance with the *Indian Act* (Canada).
- v. "Unsafe Condition" means an existing condition that may result in fire or other dangerous risk or accident.
- 1.2 Whenever the consent or approval of a party hereto is required in a particular circumstance, such consent or approval shall not be unreasonably withheld or delayed.
2. **Term and Termination**
- 2.1 Subject to section 2.2, the term of this Agreement will be from the 1st day of April 2000 until the 31st day of July, 2011, except that not less than 30 days and not more than 45 days in advance of the 1st day of April, 2006 the parties shall meet to confirm the existing cost sharing arrangements for Fire Protection Services or develop new cost sharing arrangements that will take effect for the balance of the term of the agreement.
- 2.2 This Agreement may be terminated for any reason upon giving at least six (6) months written notice to each of the parties to this Agreement. The parties acknowledge and agree that in the event of termination of this Agreement by OLG and the Operator, Mnjikaning First Nation shall be entitled to recover, on the termination date as set out in the written notice, together with interest thereon at a rate per annum equal to the prime rate plus 1% per annum calculated and compounded monthly from and after the termination date of the then outstanding costs of depreciation for:
- (i) the acquisition, development, construction, furnishing and equipping of the Fire Department Facility as set out in the Development Budget; and

(ii) Capital Renewals

- 2.3 One year prior to the expiry of this Agreement, the parties may agree in writing to negotiate, in good faith, the terms of a new agreement or to renew the terms of this Agreement.

3. Construction of Fire Department Facility

- 3.1 Using the more stringent standard between the National Building Code and the Ontario Building Code at the relevant time, the Council shall construct and develop the Fire Department Facility substantially in accordance with the Project Plans, the Development Budget, and Development Schedule.
- 3.2 The parties agree that Mnjikaning First Nation is responsible for ensuring that the construction of the Fire Department Facility does not exceed that amount specified in the approved Development Budget being THREE MILLION FOUR HUNDRED AND SIXTY FIVE THOUSAND AND FIVE HUNDRED DOLLARS (\$3,465,500.00). Any cost overruns in excess of this amount shall be the sole responsibility of the Mnjikaning First Nation unless such cost overruns are caused by matters of Force Majeure in which case Mnjikaning shall submit to OLG and the Operator for their written approval a revised Development Budget.

4. Environmental Requirements

- 4.1 Mnjikaning First Nation shall not proceed with the Fire Department Facility unless and until Mnjikaning First Nation, at its costs, has met the following requirements:
- (a) completed an Environmental Assessment to determine the Environmental Effects of the Fire Department Facility; and
 - (b) implemented all Mitigation measures and Follow-up Programs identified in the Environmental Assessment.

5. Operations

- 5.1 Mnjikaning First Nation shall, not less than 60 days and not more than 75 days in advance of each Fiscal Year, submit to OLG and the Operator for approval an Operating Budget for the Fire Department for that Fiscal Year.
- 5.2 The OLG and the Operator agree to reimburse Mnjikaning First Nation as an operating expense under the Development and Operating Agreement, 75% of the Operating Budget. Mnjikaning First Nation shall submit to the Operator at the end of each calendar month a detailed break down of the Operating Expenses and Capital Renewals during the relevant period. The Operator agrees to pay the invoice within 30 days upon receipt.
- 5.3 If at any time during the Fiscal Year, Mnjikaning First Nation shall, in the performance of its duties hereunder, determine that the Operating Expenses will exceed the Operating Budget relating to such Fiscal Year by a factor of five percent (5%) due to changes in conditions, circumstances, or otherwise not within its control, then Mnjikaning First Nation shall with fifteen (15) days of such determination submit to OLG and the Operator for their written approval a revised Operating Budget for the remainder of the Fiscal Year, indicating the reasons why the assumptions used in the Operating Budget are no longer valid.
- 5.4 The Fire Department shall consist of the Fire Chief, Deputy Fire Chief, platoon chiefs and such other Fire Fighters and administrative staff that the Fire Chief shall, acting reasonably, consider necessary or advisable for the proper operation of the Fire Department.
- 5.5 For the purpose of providing Fire Protection Service and Fire Suppression to the Complex Lands that are situated on the Reserve the Fire Department shall have a staffing level of seven Firefighters including one officer per shift and shall maintain a

minimum of six Firefighters per shift including one officer. At all times there shall be one Firefighter available who is qualified to operate a pumper and one Firefighter who is qualified to operate an elevating device. The Fire Department shall institute a call back system for the return of off duty Firefighters and officers in the event of an emergency at the Complex Lands that are situated on the Reserve that requires additional staffing.

- 5.6 The Fire Department shall ensure that all:
- (a) Firefighters are trained to a level equivalent to the Ontario Firefighter Standard and certify at the end of each Fiscal Year, to the OLG and the Operator, that the Firefighters have achieved the necessary training;
 - (b) New Firefighters shall become certified under the Ontario Firefighter Certification Program within five years, and certify at the end of each Fiscal Year, to the OLG and the Operator, that the Firefighters have achieved the necessary training.
- 5.7 The Fire Department shall ensure that the following equipment is available at all times to provide Fire Protection Services and Fire Suppression to the Complex Lands that are situated on the Reserve:
- 1 - 100 foot aerial ladder truck.
 - 1 - triple combination pumper
 - 1 - mini-pumper
 - 1 - administration vehicle
- 5.8 The Fire Department shall be under the direction of the Fire Chief to provide Fire Protection Services only to that part of the Complex Lands that is situated on the Reserve. The Fire Chief shall be responsible for the proper administration and efficient operation of the Fire Department and shall ensure that all apparatus and equipment is maintained for operational readiness at all times.
- 5.9 The Deputy Fire Chief shall be the second ranking officer of the Fire Department and shall be subject to and shall obey all lawful orders of the Fire Chief and shall perform such lawful duties as are assigned to him or her by the Fire Chief and shall, when the Fire Chief is not on duty, have the powers and perform the duties of the Fire Chief.
- 5.10 The parties agree that the Fire Department shall inspect the Complex Lands that are situated on the Reserve from time to time. Where the Fire Department finds that an Unsafe Condition exists, it may give an order in writing to the Operator specifying that the Unsafe Condition exists and directing remedial action, acting reasonably, within such time as is specified in the order.
- 5.11 The parties agree that the Fire Department shall be the first response in the case of all Fire Protection Services for the Complex and shall operate for twenty-four (24) hours a day, seven (7) days a week. Matjkaning First Nation agrees to deliver to OLG a copy of the current mutual aid agreement with the local municipality and stating that such agreement is in full force and effect in which each fire department will agree to assist one another for the provision of Fire Protection Services in the event of an emergency.
- 5.12 During the term of this Agreement, the Fire Chief, in accordance with the Operating Budget, shall purchase such supplies or equipment as he or she may, acting reasonably, consider necessary or advisable for the proper operation of the Fire Department. The parties agree that the Fire Chief will, seek to optimize the purchase of goods and services from Aboriginal sources whenever reasonably practicable and on the basis of comparable quality and price.
- 5.13 The Fire Chief may recommend to Council for employment in the Fire Department of any person who meets the qualifications and successfully completes the required training course and physical, skills and other examinations.

6. Reporting

- 6.1 Mnjikaning First Nation shall prepare financial statements of the Operating Expenses for Fire Protection Services for each Fiscal Year and such financial statements will:
- (a) be audited by an independent auditor; and
 - (b) be delivered to OLGC and the Operator within one hundred and twenty (120) calendar days of the end of each Fiscal Year during the term of this Agreement.

7. General Provisions

- 7.1 Within 45 days of the execution of this agreement, Mnjikaning First Nation shall arrange for all property, damage, and liability insurance (as approved in writing by OLGC and the Operator) to be purchased and maintained throughout the term of this Agreement. Mnjikaning First Nation shall receive or be entitled to receive insurance proceeds arising as a result of perils insured against under the insurance policy, such proceeds shall be applied to the cost of the rebuilding or restoration of the damaged or destroyed property unless otherwise agreed to by the OLGC and the Operator. Mnjikaning First Nation shall effect such rebuilding or restoration as nearly as possible to at least the value, condition and character of the damaged or destroyed property, as the case may be, as it existed immediately prior to the occurrence of the damage or destruction. Such rebuilding or restoration shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.
- 7.2 The parties agree that no action or other proceeding for damages may be instituted against a member of Council or any employee of the Council for any act done in good faith in the execution or intended execution of the person's duty or obligations or for any alleged neglect or default in the execution in good faith of the person's power, duty or obligation under this Agreement.
- 7.3 Save and except for any damage arising from the act or omission of the OLGC or the Operator or any person for whom the OLGC or the Operator is in law responsible and to the limit of the liability insurance obtained by the Mnjikaning First Nation, the Mnjikaning First Nation shall indemnify the OLGC and the Operator and save them harmless from and against any and all claims with respect to this Agreement, arising from any breach, violation, or non-performance by the Mnjikaning First Nation of any covenant, term, or provision of this Agreement or by reason of any injury occasioned to or suffered by any person or persons or loss or damage to any property by reason of any act, neglect or default on the part of Mnjikaning First Nation.
- 7.4 The parties agree to use their reasonable good faith efforts to settle any claim, controversy or dispute contemplated by or arising out of or in connection with this Agreement. Where there is a dispute, the parties agree to resolve the dispute in accordance with Article 14 of the Original Development and Operating Agreement.
- 7.5 Any notice, demand, request, consent, agreement, approval, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given if (i) delivered personally (ii) sent by prepaid courier service or mail; or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

- (i) If to Mnjikaning First Nation, to:

Chippewas of Mnjikaning First Nation
Suite 200
5884 Rama Road
Rama, Ontario
L0K 1T0

Attention: Chief and Council

Fax: (705) 325-0879

(ii) If to OLGC, to:

4120 Yonge Street
Suite 420
Toronto Ontario
M2P 2B8

Attention: Chief Executive Officer

Fax: (416) 224-7000

(iii) If to the Operator, to:

Penn National Gaming, Inc.
825 Berkshire Boulevard
Wyomissing, Pennsylvania
USA 19610

Attention: Kevin DeSanctis

Fax: (610)-373-4966

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual, or apprehended disruption of postal services.

- 7.6 This Agreement may not be modified or amended except by another instrument in writing signed by the parties hereto.
- 7.7 The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.
- 7.8 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 7.9 No failure of any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term and condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived except by written instrument signed by the party granting the waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in force and effect with respect to any other then-existing or subsequent breach thereof.
- 7.10 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

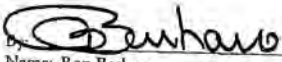
party shall forthwith deliver to the other parties hereto a copy of this Agreement executed by such party.

IN WITNESS WHEREOF the parties hereto have executed or caused this agreement to be executed, all as of the day and year first above written.

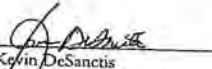
The Chippewas of Mnjikaning First Nation

By: 
Name: Sharon Sunson Henry
Title: Chief

Ontario Lottery and
Gaming Corporation

By: 
Name: Ron Barbaro
Title: Chief Executive Officer

CHC Casinos Canada Limited

By: 
Name: Kevin DeSanctis
Title: Chief Executive Officer

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Schedule A

Development Budget

(Attached)



Station		3,465,500.00
Mini Pumper		211,947.00
Pumper 50/50 split		372,972.00
Two Administration vehicles		62,188.00
Training for new vehicles and set up	yearly	30,000.00
TOTAL MAJOR CAPITAL		\$ 5,122,623.00

MINOR CAPITAL

SCBA	15 @ \$	3,000.00	\$	45,000.00
Airbottles	25 @ \$	700.00		17,500.00
4" Hi-vo! Hose				
100 Foot	20 @ \$	898.64		17,972.80
50 Foot	4 @ \$	531.06		2,124.24
25 Foot	4 @ \$	351.00		1,404.00
2 1/2" Hose				
50 Foot	40 @ \$	262.09		10,483.60
1 3/4" Hose				
100 Foot	20 @ \$	356.70		7,134.00
Nozzles				
HMD-VPGI Dual Force	8 @ \$	1,133.02		9,064.16
HD-VPGI 1.5" Attack Nozzle	8 @ \$	1,213.00		9,704.00
1-XFC-52 WS Straight with Tips	2 @ \$	4,559.08		9,118.16
2.5" Fm X 1.5" NPSH Male Tapered	2 @ \$	50.00		100.00
Deluge/Monitors - Portable	2 @ \$	1,081.00		2,162.00
2 1/2" Solid boar nozzles & tips	4 @ \$	837.00		3,348.00
Water Appliances				3,000.00
Portable lights				3,000.00
Rope - 1/2" Nylon S/Kern.	1000 @ \$	0.80		800.00
PPV Fans				
24" Direct Drive	2 @ \$	2,821.85		5,643.70
27" Belt Drive	1 @ \$	3,706.53		3,706.53
Smoke Ejectors 24"	2 @ \$	2,027.75		4,055.50
Assortment of Electrical Cords				
100 Foot	4 @ \$	148.24		592.96
50 Foot	4 @ \$	81.89		326.76
25 Foot	6 @ \$	50.37		302.22
High Rise Bag	4 @ \$	195.75		783.00
Thermal Imaging Camera				20,000.00
Ventmaster saw	2 @ \$	2,574.62		5,149.24
Generators	2 @ \$	3,500.00		7,000.00
18hp Honda Portable Pump	1 @ \$	5,981.00		5,981.00
Class A Foam -				10,000.00
AJAX Air Chisel Kit	1 @ \$	935.32		935.32
36" Hooligan Tool	4 @ \$	262.77		1,051.08
Sawzall - Air powered excalibur	4 @ \$	400.00		1,600.00
Air Bags				6,000.00
Radio's - Mobile	4 @ \$	1,200.00		4,800.00
Combination tool	1 @ \$	12,000.00		12,000.00
TOTAL MINOR CAPITAL			\$	231,842.27

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Schedule B

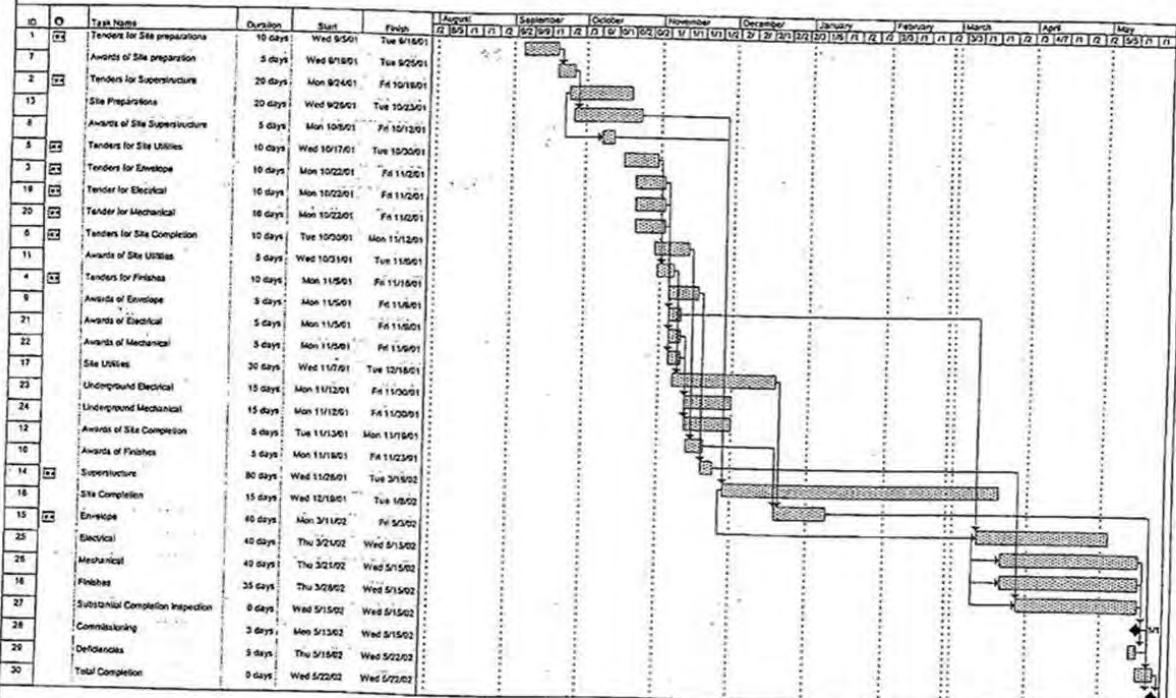
Development Schedule

(Attached)





MNJIKANING FIRE HALL
PROJECT ROLL UP SCHEDULE
February 26, 2002



Project: MNJikaning Fire Hall
Schedule Issue: Start up - Baseline
Date: July 31, 2001

Task: [Bar] Milestone: [Diamond]

Split: [Arrow] Rolled Up Split: [Arrow]

Progress: [Dotted Line] Rolled Up Task: [Bar]

External Task: [Bar]

Project Summary: [Bar]

Page 1

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Schedule C

List of Project Plans, including Site Plan

(Attached)




Architectural Drawings			
A-1.0	Architectural Site Plan	4	01/08/21
A-2.0	Foundation Plan	5	01/09/26
A-3.0	Ground Floor Plan	7	02/21/01
A-3.1	Mechanical Room Framing Plan	T.B.D.	
A-3.2	Steel Stud Designation Plan	1	02/02/25
A-4.0	Roof Plan	3	02/01/24
A-5.0	Building Sections	5	01/08/21
A-5.1	Building Sections	T.B.D.	
A-6.0	Details	6	01/09/12
A-6.1	Details	4	01/08/17
A-6.2	Details	1	01/08/17
A-6.3	Details	1	02/02/15
A-7.0	Elevations	6	02/01/22
A-8.0	Elevations	6	02/01/22
A-9.0	Stair Plan & Section	5	01/08/21
A-9.1	Hose Tower Details	1	02/02/18
A-10.0	Reflective Ceiling Plan	4	01/08/21
A-11.0	Floor Pattern	2	01/08/05
A-12.0	Reference Plan	T.B.D.	
A-13.0	Interior Elevations	1	01/08/17
A-13.1	Interior Elevations	1	01/08/17
A-13.2	Interior Elevations	1	01/08/17
A-13.3	Interior Elevations	1	01/08/17
A-13.4	Interior Elevations	1	01/08/17
A-13.5	Interior Elevations	1	01/08/17
A-13.6	Interior Elevations	1	01/08/17
A-14.0	Room Finish Schedule	T.B.D.	
A-15.0	Exterior Window Elevations	2	02/01/28
A-16.0	Door Schedule	2	02/02/25
A-17.0	Roof Insulation	1	02/02/04
Structural Drawings			
S-1	Base Plates and Interior Columns	1	01/09/17
S-2	Roof Framing Plan	2	01/10/26
S-3	Details	2	01/11/02
S-4	Details	1	01/11/02
S-5	Details	1	01/10/26
S-6	Details	1	01/11/02
S-7	Details	1	01/11/02
Electrical Drawings			
SE-1	Site Servicing Plan	4	01/11/02
SE-2	Site Servicing Details	3	01/11/02
E-1	Ground Floor Lighting	3	02/01/11
E-2	Ground Floor Power & Communications	2	01/11/02
E-2A	Underground Electrical	3	01/11/02
E-3	Details & Schedules	4	02/01/08
E-4	Specifications	2	01/11/02
Mechanical Drawings			
M-1	Ground Floor Plan	2	01/11/02
M-2	HVAC - Schedules & Details	2	01/11/02
P-1	GFP - Plumbing & Drainage	2	01/11/02
P-1A	GFP - Underfloor Plumbing	3	01/10/29
Civil Drawings			
21035-SP	Site Plan	4	01/11/07
21035-GP	Grading Plan	3	01/09/14
21035-D1	Details	3	01/10/20
21035-D2	Details	3	01/10/20
21035-D3	Details	3	01/10/20
P201	Sanitary Sewer	2	01/10/20
ND1	Notes and Details	2	01/10/12

**CONDITIONS FOR PAYMENT
OF FISCAL YEARS 2001-2003**

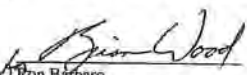
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- Fiscal 2001 - Payment made under this agreement to be 75% of operating expenses per audited financial statements after approval by the OLG and Operator.
- Fiscal 2002 - Payment made under this agreement to be 75% of operating expenses per audited financial statements, actual audited operating expenses not to exceed budget of \$2,149,977 unless approved by the OLG and the Operator. Payment to be made based upon statement of unaudited operating expenses for Fiscal 2002 within 30 days receipt of such statement. Any difference from audited operating expenses for Fiscal 2002 will be made at the time of future payments.
- Fiscal 2003 - Payments to be made per contract with understanding that favourable variances in depreciation do not offset an overage from operating expenses other than depreciation. The attached budget is approved for 2003.

The Chippewas of Mnjikwaning First Nation

Per:  April 30, 2002
Name: Sharon Stinson Henry
Title: Chief

Ontario Lottery and Gaming Corporation

By: 
Name: Ron Barbaro
Title: Chief Executive Officer

CHC Casinos Canada Limited

By: 
Name: Kevin DeSanctis
Title: Chief Executive Officer

**Chippewas of Mnjikaning First Nation
Operating Budget
For The Fire Department**

<u>Operating Expenses</u>	<u>Budget 2002-2003</u>
UNIFORMS	16,320
MEDICAL SUPPLIES	5,000
MATERIAL/SUPPLIES	21,116
SALARIES & BENEFITS	2,029,306
STAFF TRAINING/SEMINARS/WORKSHOPS	65,300
CONTRACTED SERVICES	2,550
MEALS/ACCOMMODATION EXPENSE	510
MILEAGE EXPENSE	4,590
ADVERTISING/RECRUITING	408
POSTAGE	204
MEMBERSHIP FEES/DUES	3,468
PUBLICATIONS/SUBSCRIPTIONS	408
MANUALS/BOOKS	5,100
TELEPHONE/CELL MOBILITY EXPENSE	13,425
PRINTING/COPYING COSTS	612
OFFICE SUPPLIES	4,386
AMORTIZATION (Projected Amount)	670,385
RADIO-REPAIR & SUPPLIES	10,200
EQUIPMENT RENTALS	306
EQUIPMENT REPAIR/MAINTENANCE	23,250
BUILDING REPAIR/MAINTENANCE	3,570
HYDRO/HEAT	5,500
WATER/SEWER CHARGES	510
CLEANING SUPPLIES	714
INSURANCE	7,850
SAFETY MATERIALS/SUPPLIES	5,000
VEHICLE REPAIR/MAINTENANCE	1,683
LICENSES/REGISTRATIONS	1,530
VEHICLE FUEL	4,998

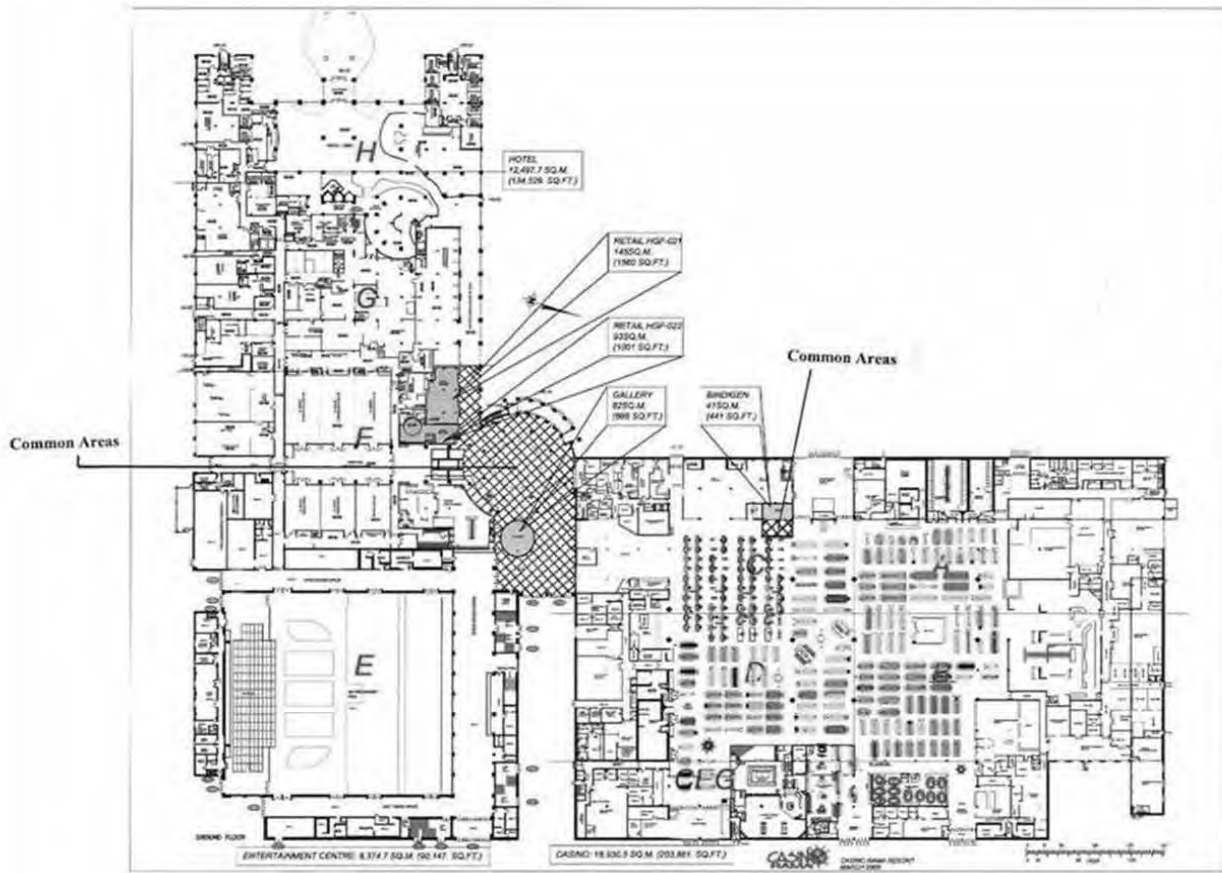
2,908,999

<u>Budgeted Amount</u>	<u>Projected Amount</u>	<u>Difference</u>
\$2,908,999	- \$2,878,017	= Cost of Living approved by Mnjikaning 4% vs 2% projected

<u>CAPITAL RENEWALS BUDGET</u>	<u>Budget 2002-2003</u>
Replacement Tanker	200,000
Administration Vehicles	20,000
Auto Extrication and Heavy Duty Rescue Equipment	35,000
Defibrillators	25,000
Hose Pressure Tester	5,500
Prevention Software	2,040
Training FETN Service	2,040

289,580

SCHEDULE 12
RETAIL STORES LICENCE PREMISES



SCHEDULE 13

TRADE MARKS



SCHEDULE 14

RST ACTION CONSENT

Court File No. 04-CV-273527 CM3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

CHIPPEWAS OF MNJIKANING FIRST NATION

Plaintiff

- and -

**THE ONTARIO LOTTERY AND GAMING CORPORATION,
ONTARIO GAMING CORPORATION, HER MAJESTY THE QUEEN IN
THE RIGHT OF ONTARIO as represented by THE MINISTER OF FINANCE and
THE ATTORNEY GENERAL OF ONTARIO, CHC CASINOS CANADA LIMITED and ONTARIO FIRST NATIONS LIMITED
PARTNERSHIP**

Defendants

C O N S E N T

THE PARTIES by their solicitors hereby consent to an order in the form annexed hereto and certify that the Order being consented to does not affect the rights of any person under disability.

Date: , 2009

Heenan Blaikie, LLP
Lawyers for the Plaintiff,
The Chippewas of Mnjikaning First Nation

Date: , 2009

Torys LLP
Lawyers for the Intervenor,
Ontario First Nations Limited Partnership

Date: , 2009

Attorney General for Ontario
Lawyers for the Defendant,
Her Majesty the Queen in Right of Ontario as represented by The Minister of
Finance and The Attorney General of Ontario

Date: , 2009

Tough & Podrebarac LLP
Lawyers for the Defendant,
CHC Casinos Canada Limited

Date: _____, 2009

Davies Ward Phillips & Vineberg LLP
Lawyers for the Defendants, Ontario Lottery
and Gaming Corporation and Ontario Gaming Assets Corporation

Chippewas of the Anishnawbe First Nation → → → → Plaintiff	and Ontario Lottery and Gaming Corporation, et al. → → Defendants	Court File No.: 04-CV-27327-01/3
	ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto	
	CONSENT	
	Davies Ward Phillips & Vineberg LLP 44th Floor, 1 First Canadian Place Toronto, ON M5X 1B5 James Doris (LSUC # 332369) Andrea L. Burke (LSUC # 377611) Tel: 416.367.6919 Fax: 416.963.0871 Lawyers for the Defendants Ontario Lottery and Gaming Corporation and Ontario Gaming Assets Corporation	

Court File No. 04-CV-273527 CM3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE

, THE

DAY OF _____, 2009

B E T W E E N :

CHIPPEWAS OF MNJIKANING FIRST NATION

Plaintiff

- and -

**THE ONTARIO LOTTERY AND GAMING CORPORATION,
ONTARIO GAMING CORPORATION, HER MAJESTY THE QUEEN IN
THE RIGHT OF ONTARIO as represented by THE MINISTER OF FINANCE and
THE ATTORNEY GENERAL OF ONTARIO, CHC CASINOS CANADA LIMITED and ONTARIO FIRST NATIONS LIMITED
PARTNERSHIP**

Defendants

O R D E R

THIS MOTION, made on consent for an Order dismissing all claims as against the defendants, Ontario Lottery and Gaming Corporation, Ontario Gaming Assets Corporation, Her Majesty the Queen in Right of Ontario and CHC Casinos Canada Limited was made this day at Toronto.

ON BEING ADVISED of the parties' consent to this Order and its terms,

1. THIS COURT ORDERS that all claims are dismissed as against Ontario Lottery and Gaming Corporation, Ontario Gaming Assets Corporation, Her Majesty the Queen in Right of Ontario and CHC Casinos Canada Limited, without costs.

City of Mississauga First Nation Plaintiff	and Ontario Lottery and Gaming Corporation, et al. Defendants	Court File No. 04-CV-27522-CLJ
	<p>ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto</p>	
	<p>ORDER</p>	
	<p>Davies Ward Phillips & Vineberg LLP 44th Floor, 1 First Canadian Place Toronto, ON M5X 1B1 James Dorn (LSUC # 33256P) Andrea L. Burke (LSUC # 37761L) Tel: 416 367 6919 Fax: 416 863 0871 Lawyers for the Defendants, Ontario Lottery and Gaming Corporation and Ontario Gaming Asset Corporation</p>	

SCHEDULE 15

CONSTRUCTION DELAY CLAIM CONSENT

Court File No. 01-CV-219345 CM2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

THE CHIPPEWAS OF MNJIKANING FIRST NATION

Plaintiff

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by
the Minister Responsible for Native Affairs, the Minister of Consumer and Commercial Relations, the Chair of the Management Board of
Cabinet, and the Attorney General of Ontario, and THE ONTARIO LOTTERY AND GAMING CORPORATION, the CHIEFS OF ONTARIO
and the ONTARIO FIRST NATIONS LIMITED PARTNERSHIP

Defendants

C O N S E N T

THE PARTIES by their solicitors hereby consent to an order in the form annexed hereto and certify that the Order being
consented to does not affect the rights of any person under disability.

Date: _____, 2009

Stockwoods LLP
Lawyers for the Plaintiff,
The Chippewas of Mnjikaning First Nation

Date: _____, 2009

Ministry of the Attorney General
Crown Law Office – Civil
Lawyers for the Defendant,
Her Majesty the Queen in Right of Ontario

Date: _____, 2009

Torys LLP
Lawyers for the Defendants, The Chiefs of Ontario and the Ontario First
Nations Limited Partnership

THE CHIPPEWAS OF MANIKANING FIRST NATION Plaintiff	and	HER MAJESTY THE QUEEN et al. Defendants	Court File No. 01-CV-019345 (C.I.)
			ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto
			CONSENT
			STOCKWOODS LLP Barristers The Sun Life Tower 150 King Street West Suite 2512 Toronto, Ontario M5H 1K7 M. Philip Jenly (LSUC#26402) Tel: 416-593-7200 Fax: 416-593-9345 Lawyers for the Plaintiff, The Chippewas of Manikaning First Nation

Court File No. 01-CV-219345 CM2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE

, THE

DAY OF , 2009

B E T W E E N :

THE CHIPPEWAS OF MNJIKANING FIRST NATION

Plaintiff

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by
the Minister Responsible for Native Affairs, the Minister of Consumer and Commercial Relations, the Chair of the Management Board of
Cabinet, and the Attorney General of Ontario, and THE ONTARIO LOTTERY AND GAMING CORPORATION, the CHIEFS OF ONTARIO
and the ONTARIO FIRST NATIONS LIMITED PARTNERSHIP

Defendants

ORDER

THIS MOTION, made on consent for an Order dismissing all claims in respect of an alleged delay in the construction of Casino Rama as asserted and pleaded in the Statement of Claim dated October 24, 2001 (the "Statement of Claim") (the "Construction Delay Claims") and all claims that the Plaintiff and/or the Defendants, the Chiefs of Ontario and the Ontario First Nations Limited Partnership, are entitled to 20 percent of the Casino Rama revenues as asserted and as pleaded in the Statement of Claim (the "20% Claims") as against the defendant, Her Majesty the Queen in Right of Ontario, was made this day at Toronto.

ON BEING ADVISED of the parties' consent to this Order and its terms,

1. THIS COURT ORDERS that the Construction Delay Claims and the 20% Claims are dismissed as against Her Majesty the Queen in Right of Ontario, without costs.

THE CHIPPEWAS OF MANIKANING FIRST NATION Plaintiff	and	HER MAJESTY THE QUEEN et al. Defendants	Court File No: 01-CV-219345-CMD
	ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto		
	ORDER		
	STOCKWOOD S.L.P. Barristers The Sun Life Tower 150 King Street West Suite 2214 Toronto, Ontario M5H 1K5 M. Phillip Tunley (LSUC #26402) Tel: 416 593 7200 Fax: 416 593 9345 Lawyers for the Plaintiff, The Chippewas of Manikaning First Nation		

SCHEDULE 16

20% ACTION CONSENT

Court File No. 98-CV-152417 CM2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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
listed 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

C O N S E N T

THE PARTIES by their solicitors hereby consent to an order in the form annexed hereto and certify that the Order being consented to does not affect the rights of any person under disability.

Date: , 2009

Torys LLP
Lawyers for the Plaintiffs

Date: , 2009

Stockwoods LLP
Lawyers for the Defendant,
The Chippewas of Mnjikaning First Nation

Date: , 2009

Ministry of the Attorney General
Crown Law Office – Civil
Lawyers for the Defendant,
Her Majesty the Queen in Right of Ontario

CHIEFS OF ONTARIO et al. Plaintiff	and	HER MAJESTY THE QUEEN et al. Defendants	Court File No.: 98-CV-15241-CM2
			<p align="center">ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto</p>
			<p align="center">CONSENT</p>
			<p>STOCKWOOD LLP Barristers The Sun Life Towers 150 King Street West Suite 2512 Toronto, Ontario M5H 1K6</p> <p>M. Philip Tynaj, (LSUC 26402) Tel.: 416 593 7000 Fax: 416 593 9345</p> <p>Lawyers for the Plaintiff, The Companies of American First Nation</p>

Court File No. 98-CV-152417 CM2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE

, THE

DAY OF , 2009

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
listed 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 on consent, for an Order dismissing the crossclaim of the defendant, the Chippewas of Mnjikaning First Nation, as against the defendant, Her Majesty the Queen in Right of Ontario, was made this day at Toronto.

ON BEING ADVISED of the parties' consent to this Order and its terms,

1. THIS COURT ORDERS that the crossclaim of the defendant, the Chippewas of Mnjikaning First Nation, is dismissed as against the defendant, Her Majesty the Queen in Right of Ontario without costs.
2. THIS COURT ORDERS that nothing in this Order shall affect any claim by the Chippewas of Mnjikaning First Nation as against the Chiefs of Ontario and Ontario First Nations Limited Partnership, as referred to in paragraph 3 of the Order of Mr. Justice Gans made in this action on February 13, 2008.

CHIEFS OF ONTARIO et al. Plaintiff	vs. HER MAJESTY THE QUEEN et al. Defendants	Court File No.: 98-CV-15241-QJ12
		<p style="text-align: center;"> <i>ONTARIO</i> SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto </p>
		<p style="text-align: center;">ORDER</p>
		<p> STOCKWOODS LLP Barristers The Sun Life Tower 150 King Street West Suite 2512 Toronto, Ontario M5H 1K9 M. Philip Tunney (LSUC #26402) • Tel: 416 593 7200 Fax: 416 593 9549 • Lawyers for the Plaintiff, The Chippewas of Maitland First Nation </p>

SCHEDULE 17**FULL AND FINAL RELEASE (RST ACTION)**

1. **IN CONSIDERATION OF** the payment to it by each of the Ontario Lottery and Gaming Corporation, formerly known as the Ontario Casino Corporation ("OLG"), Ontario Gaming Assets Corporation ("OGAC"), Her Majesty the Queen in Right of Ontario (the "Province") and CHC Casinos Canada Limited ("CHC") of **TWO CANADIAN DOLLARS** (\$2.00), the consents of OLG, OGAC, the Province and CHC to the dismissal of the Action in Court File Number 04-CV-273527 CM3 (the "RST Action") on a without costs basis and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the **Chippewas of Mnjikaning First Nation, formerly known as the Chippewas of Rama** and its present and former Chief and Council, officers, directors, agents, servants, employees and members (hereinafter "MFN") do hereby release, acquit, remise and forever discharge OLG, OGAC, the Province and CHC, including their present and former officers, directors, agents, servants, employees, successors and assigns of and from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which 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 MFN in the RST Action in the Ontario Superior Court of Justice, including but not limited to all matters related to the legal and/or beneficial ownership of assets purchased for use in the development, improvement, maintenance, renovation and operation of Casino Rama under the Amended and Restated Development and Operating Agreement dated March 18, 1996, as amended on April 15, 1996 and June 12, 2000 (the "DOA"), purchasing practices and procedures in effect under the DOA, the implementation of the OGAC Procedures on September 10, 2002, the practices and procedures in contracting for improvement, maintenance and renovation services in respect of Casino Rama under the DOA, and the remittance of provincial retail sales taxes ("PST") under the terms of the *Retails Sales Tax Act*, R.S.O. 1990, c.R.31 in respect of the purchase of assets under the DOA.

2. **AND FOR THE SAID CONSIDERATION** MFN hereby agrees not to make any claim or commence or maintain any action or proceeding or other complaint whatsoever with respect to any of the matters herein released against any person, partnership, entity, corporation or First Nation in which any claim could arise against OLG, OGAC, the Province or CHC, or any of them, for contribution, indemnity or any other relief. In the event that MFN should make any such claim or commence or maintain any such action, proceeding or other complaint, this document may be raised by OLG, OGAC, the Province and CHC or any one of them as an absolute bar or estoppel to any such claim, action, proceeding or other complaint.

3. **AND IT IS WARRANTED AND REPRESENTED** by MFN that it has not assigned to any person, partnership, corporation, First Nation, or other entity any of the matters released herein.

4. **AND IT IS FURTHER WARRANTED AND REPRESENTED** by MFN that it has the authority to execute this Full and Final Release on its own behalf and on behalf of all of its present and former Chief and Council, officers, directors, agents, servants, employees and members.

5. **AND IT IS ACKNOWLEDGED** that MFN has had an opportunity to review this Full and Final Release with its lawyer, and that it understands the terms of this Full and Final Release and voluntarily accepts the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid, and represents and warrants that it has not been induced to enter into this Full and Final Release by reason of any representation or warranty or collateral agreement of any nature or kind whatsoever.

6. **AND IT IS UNDERSTOOD AND AGREED** that the consideration referred to above is deemed to be no admission whatsoever of liability on the part of OLG, OGAC, the Province and CHC and that any such liability is denied.

7. **AND IT IS UNDERSTOOD AND AGREED** that in the event that MFN should hereafter make any claims or demands or commence or threaten to commence any actions against OLG, OGAC, the Province and/or CHC for or by reason of any cause, matter or thing, specifically released herein, this document may be raised as an absolute bar or estoppel to any claim, demand or action commenced in regard to the aforesaid.

8. **THIS RELEASE SHALL BE BINDING** upon the successors and assigns of MFN and shall enure to the benefit of the respective successors and assigns of OLG, OGAC, the Province and CHC.

9. **THIS RELEASE SHALL BE GOVERNED** by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF MFN has caused this full and Final Release to be executed by its duly authorized representative this _____ day of _____, 2009.

The Chippewas of Mnjikaning First Nation
Per:

Witness
Name:
Address:

I have authority to bind the Band and its members

SCHEDULE 18**FULL AND FINAL RELEASE (20% ACTION)**

1. **IN CONSIDERATION OF** the payment to it by Her Majesty the Queen in Right of Ontario (the "Province") of **TWO CANADIAN DOLLARS** (\$2.00), the consent of the Province to the dismissal of the crossclaim in Court File Number 98-CV-152417 CM2 (the "20% Action") and to the dismissal of all claims in respect of an alleged delay in the construction of Casino Rama (the "Construction Delay Claims") and all claims in respect of 20 percent of the gross revenues of Casino Rama (the "20% Claims") asserted and pleaded in the Action in Court File Number 01-CV-219345 CM2 (the "35% Action") on a without costs basis, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the **Chippewas of Mnjikaning First Nation, formerly known as the Chippewas of Rama** and its present and former Chief and Council, officers, directors, agents, servants, employees and members (hereinafter "MFN") do hereby release, acquit, remise and forever discharge the Province, including its present and former officers, directors, agents, servants, employees, successors and assigns of and from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which 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 MFN in the crossclaim in the 20% Action and any matters related to the twenty percent (20%) of the gross revenues of Casino Rama and an alleged delay in the construction of Casino Rama which were raised in or could have been raised by MFN in the 35% Action.
2. **IT IS FURTHER UNDERSTOOD AND AGREED** that notwithstanding this Full and Final Release, MFN shall be fully entitled to exercise all of its rights of appeal in respect of the Judgment of Mr. Justice Gans dated September 15, 2008 in the 35% Action.
3. **AND FOR THE SAID CONSIDERATION** MFN hereby agrees not to make any claim or commence or maintain any action or proceeding or other complaint whatsoever with respect to any of the matters herein released against any person, partnership, entity, corporation or First Nation in which any claim could arise against the Province for contribution, indemnity or any other relief. In the event that MFN should make any such claim or commence or maintain any such action, proceeding or other complaint, this document may be raised by the Province as an absolute bar or estoppel to any such claim, action, proceeding or other complaint.
4. **AND IT IS WARRANTED AND REPRESENTED** by MFN that it has not assigned to any person, partnership, corporation, First Nation, or other entity any of the matters released herein.
5. **AND IT IS FURTHER WARRANTED AND REPRESENTED** by MFN that it has the authority to execute this Full and Final Release on its own behalf and on behalf of all of its present and former Chief and Council, officers, directors, agents, servants, employees and members.
6. **AND IT IS ACKNOWLEDGED** that MFN has had an opportunity to review this Full and Final Release with its lawyer, and that it understands the terms of this Full and Final Release and voluntarily accepts the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid, and represents and warrants that it has not been induced to enter into this Full and Final Release by reason of any representation or warranty or collateral agreement of any nature or kind whatsoever.
7. **AND IT IS UNDERSTOOD AND AGREED** that the consideration referred to above is deemed to be no admission whatsoever of liability on the part of the Province and that any such liability is denied.
8. **AND IT IS UNDERSTOOD AND AGREED** that in the event that MFN should hereafter make any claims or demands or commence or threaten to commence any actions against the Province for or by reason of any cause, matter or thing, specifically released herein, this document may be raised as an absolute bar or estoppel to any claim, demand or action commenced in regard to the aforesaid.
9. **THIS RELEASE SHALL BE BINDING** upon the successors and assigns of MFN and shall enure to the benefit of the respective successors and assigns of the Province.

10. **THIS RELEASE SHALL BE GOVERNED** by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF MFN has caused this full and Final Release to be executed by its duly authorized representative this _____ day of _____, 2009.

The Chippewas of Mnjikaning First Nation
Per: _____

Witness
Name:
Address:

I have authority to bind the Band and its members

(144-G355)

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.

(8699) T.F.N. DEBORAH DELLER,
Clerk of the Legislative Assembly.

Corporation Notices Avis relatifs aux compagnies

IN THE MATTER of the winding-up of **Northland Savings and Credit Union Limited**, pursuant to sections 298 and 299 of The Credit Unions and Caisses Populaires Act, 1994.

I, **Raymond Boucher**, hereby give notice that:

1. I am the liquidator of the estate and effects of **Northland Savings and Credit Union Limited** appointed by the board of directors on February 25, 2008, pursuant to a resolution by the members and shareholders of the Credit Union at a duly called meeting for that purpose held on December 7, 2007.
2. The Credit Union has, within the prescribed 20 day period, published notice of the resolution in The Ontario Gazette and in a newspaper having a general circulation in the locality in which the registered Head Office of the Credit Union is situated.

3. The voluntary winding-up of the Credit Union has been completed and an account of the winding-up of its affairs and disposition of its property together with an explanation was laid before the members and shareholders in accordance with the by-laws of the credit union at the first Final Liquidator's meeting held on June 23rd, 2011 at which a quorum was not present and thus the meeting was adjourned. A second Final Liquidator's meeting was held on July 4th, 2011 to table the same at which at least one member was in attendance.
4. The voluntary winding-up of the affairs has been conducted in accordance with the requirements of sections 298 and 299 of the Credit Unions and Caisses Populaires Act, 1994, and the conditions contained in the articles and by-laws of the credit union.

Subject to Section 299, Subsection (3), Northland Savings and Credit Union Limited is dissolved 3 months after the date this notice is filed.

Dated this 5th day of July, 2011, at the town of Kapuskasing, in the District of Cochrane, Ontario.

Raymond Boucher
In its capacity as liquidator of
Northland Savings and Credit Union Limited

(144-P272)

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 COLEMAN

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 August 5, 2011.

The tenders will then be opened in public on the same day at 3:30 p.m. at The Corporation of the Township of Coleman Municipal Office at 937907 Marsh Bay Road, Coleman Twp., ON P0J 1C0

Description of Lands:

PIN 61389-0019; Pcl 15032 SEC SST; the land lying under the water of Ibsen Pond adjacent to the SE Pt of Br Lt 3 Con 3 as in TP12953 Coleman and PIN 61389-0020; Pcl 12294 SEC SST; S Pt Lt 3 Con 3 as in LT111365 (2ndly) Coleman

Minimum Tender Amount: \$ 2,393.55

PIN 61389-0022; Pcl 7776 SEC SST; Pt S 1/2 Lt 1 Con 3 Coleman as in NP2256

Minimum Tender Amount: \$ 2,123.97

PIN 61385-0192; Pcl 13844 SEC SST; Pt Lt 8 Con 6 Coleman SRO as in LT122875

Minimum Tender Amount: \$ 2,261.00

PIN 61389-0028; Pcl 2812 SEC NND; Pt N 1/2 Lt 1 Con 3 Coleman as in NP2037

Minimum Tender Amount: \$ 2,450.98

all in the District of Timiskaming

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.

The land(s) does (do) not include the mobile homes situate on the land(s).
STRIKE OUT IF INAPPLICABLE.

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, the relevant land transfer tax and G.S.T., where applicable.

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:

Claire Bigelow, Clerk-Treasurer
The Corporation of the Township
of Coleman
937907 Marsh Bay Rd.
R.R. #1
Coleman Twp., Ontario P0J 1C0

(144-P273)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWNSHIP OF JAMES

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on August 5, 2011.

The tenders will then be opened in public on the same day at 3:30 p.m. at The Corporation of the Township of James Municipal Office at 372 Third St., Elk Lake, ON.

Description of Lands:

PIN 61300-0074; Pcl 21530 SEC SST; Lt 27 & Lt 28 Pl M123NB, James Twp. District of Timiskaming

Minimum Tender Amount: \$ 2,098.96

PIN 61300-0075; Pcl 9849 SEC SST; Lt 26 Pl M123 NB, James Twp. District of Timiskaming

Minimum Tender Amount: \$ 2,210.34

PIN 61300-0076; Pcl 20437 SEC SST; Lt 25 Pl M123 NB, James Twp. District of Timiskaming

Minimum Tender Amount: \$ 2,199.14

PIN 61300-0077; Pcl 15916 SEC SST; Lt 24 Pl M123 NB, James Twp. District of Timiskaming

Minimum Tender Amount: \$ 7,450.33

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 Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, the relevant land transfer tax and H.S.T., where applicable.

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:

Myrna Hayes-Clerk/Treasurer
The Corporation of the Township of James
372 Third St.
P.O. Box 10
Elk Lake, ON P0J 1P0

(144-P274)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE UNITED TOWNSHIPS OF DYSART, DUDLEY, HARCOURT, GUILFORD, HARBURN, BRUTON, HAVELOCK, EYRE AND CLYDE

Take Notice that tenders are invited for the purchase of the land described below and will be received until 3:00 p.m. local time on 10 August 2011 at the Municipal Office, 135 Maple Avenue, P.O. Box 389, Haliburton, Ontario K0M 1S0.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Municipal Office, 135 Maple Avenue, Haliburton, Ontario K0M 1S0.

Description of Lands:

Roll No. 46 24 041 000 17328 0000; PIN 39141-0113(LT) Part Lots 6 and 7 Concession 6 Guilford Part 2 19R5493; Subject to right in H135150 except the Bell easement therein; Dysart et al. File 10-07

Minimum Tender Amount: \$ 3,759.36

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or a bank draft or a cheque certified by a bank or trust corporation payable to the *Municipality of Dysart et al* 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 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: HST may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender visit www.dysartetal.ca or if no internet available contact:

Cathy King, A.M.C.T.
Deputy Treasurer/Tax Collector
The Corporation of the United Townships of Dysart et al
135 Maple Avenue
P.O. Box 389
Haliburton, Ontario K0M 1S0
(144-P275) (705) 457-1740 Ext 30

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWNSHIP OF TERRACE BAY

Take Notice that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 17 August 2011, at the Terrace Bay Municipal Office, 1 Selkirk Avenue, P.O. Box 40 Terrace Bay, Ontario P0T 2W0.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Terrace Bay Municipal Office, 1 Selkirk Avenue, Terrace Bay.

Description of Lands:

Roll No. 58 54 000 001 03501 0000; 15 South Camp Rd., Terrace Bay; PIN 62457-0996(LT) Parcel 13994 Section TBF; Lot 8 Plan M225 Strey; Terrace Bay. File 09-11.

Minimum Tender Amount: \$ 11,880.90

Roll No. 58 54 000 001 15200 0000; 25 Laurier Ave. Terrace Bay; PIN 62457-0109(LT) Parcel 13704 Section TBF; Lot 109 Plan M121 Strey; Terrace Bay. File 10-01

Minimum Tender Amount: \$ 8,797.80

Roll No. 58 54 000 001 13300 0000; 14 Hudson Dr. Terrace Bay; PIN 62457-0103(LT) Parcel 612 Section TBEF; Lot 103 Plan M121 Strey; Terrace Bay. File 10-03

Minimum Tender Amount: \$ 9,876.59

Roll No. 58 54 000 001 07400 0000; 31 Pine Cres. Terrace Bay; PIN 62457-0030(LT) Parcel 14735 Section TBF; Lot 30 Plan M121 Strey; Terrace Bay. File 10-05

Minimum Tender Amount: \$ 12,829.09

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, crown interests or any other matters relating to the lands 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: HST may be payable by successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender visit www.OntarioTaxSales.ca, or if no internet available contact:

Mr. Stan J. Spadoni
Treasurer/Deputy Clerk
The Corporation of the Township of Terrace Bay
1 Selkirk Avenue
P.O. Box 40
Terrace Bay, Ontario P0T 2W0
(144-P276) (807) 825-3315 Ext 227

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWN OF SPANISH

TAKE NOTICE THAT tenders are invited for the purchase of the land(s) described below and will be received until **2:00 p.m. local time on Thursday, August 11th, 2011** at the Town of Spanish, P.O. Box 70, 8 Trunk Road, Spanish, Ontario P0P 2A0.

The tenders will then be opened in public on the same day at the Town of Spanish Municipal Office, P.O. Box 70, 8 Trunk Road, Spanish, Ontario P0P 2A0 at 2:10 p.m.

DESCRIPTION OF LAND(S):

PIN 31421-0586 (LT)
Formerly PCL 9838 SEC AES
Lot 60, Plan M256 Shedden
Town of Spanish, District of Algoma
Roll No. 5739 000 004 09500 0000
Municipal Address: 13 Victoria Crescent, Spanish
File No. SP-10-02

MINIMUM TENDER AMOUNT \$ 3,495.49

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. Tenders must be submitted in sealed envelopes addressed to the TOWN OF SPANISH RE: PUBLIC TENDER and must contain either the ROLL NUMBER or FILE NUMBER on the envelope.

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.

If this sale requires that a survey plan be required such cost shall be in addition to and not included in the tender amount (purchase price) and shall be paid by the potential purchasers.

If this sale is subject to Harmonized Sales Tax (H.S.T.) then such H.S.T. shall be in addition to and not included in the tender amount (purchase price), and H.S.T. shall be collected and remitted in accordance with applicable legislation.

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

Brent St. Denis, CAO
Town of Spanish
P.O. Box 70
8 Trunk Road
Spanish, ON P0P 2A0
(144-P277) (705) 844-2300

**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**

2011—07—16

ONTARIO REGULATION 308/11

made under the

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ACT, 2011

Made: June 22, 2011

Filed: June 27, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011

**AMENDING REGULATION 334 OF THE REVISED REGULATIONS OF ONTARIO, 1990
(GENERAL) UNDER THE ENVIRONMENTAL ASSESSMENT ACT**

Note: Regulation 334 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

Amendment to Reg. 334, s. 1

1. Section 1 of Regulation 334 of the Revised Regulations of Ontario, 1990 is amended by adding the following definition:

“public work” has the meaning assigned by section 1 of the *Ministry of Infrastructure Act, 2011*.

Amendment to Reg. 334, s. 3, para. 12

2. Paragraph 12 of section 3 of the Regulation is revoked and the following substituted:

12. Ontario Infrastructure and Lands Corporation.

Amendment to s. 7

3. Section 7 of the Regulation is amended by striking out “Energy and” in the portion before clause (a).

New section

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

7.1 An undertaking by or on behalf of the Ontario Infrastructure and Lands Corporation, other than an undertaking in respect of a public work, is exempt from the Act.

Commencement

5. This Regulation comes into force on the later of the day subsection 36 (2) of Schedule 32 to the *Better Tomorrow for Ontario Act (Budget Measures), 2011* comes into force and the day it is filed.

29/11

ONTARIO REGULATION 309/11

made under the

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ACT, 2011

Made: June 22, 2011

Filed: June 27, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011**AMENDING ONTARIO REGULATION 231/08 (TRANSIT PROJECTS AND GREATER TORONTO TRANSPORTATION AUTHORITY UNDERTAKINGS) UNDER THE ENVIRONMENTAL ASSESSMENT ACT**

Note: Ontario Regulation 231/08 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

Amendment to O. Reg. 231/08

1. Item 18 of Schedule 2 to Ontario Regulation 231/08 is amended by striking out “Ontario Realty Corporation” in Column 2 and substituting “Strategic Real Estate Asset Management Division of the Ministry of Infrastructure”.

Commencement

2. This Regulation comes into force on the later of the day subsection 36 (2) of Schedule 32 to the *Better Tomorrow for Ontario Act (Budget Measures), 2011* comes into force and the day it is filed.

29/11

ONTARIO REGULATION 310/11

made under the

PUBLIC SERVICE OF ONTARIO ACT, 2006

Made: March 23, 2011

Filed: June 27, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 377/07

(Political Activity: Specially Restricted Public Servants)

Note: Ontario Regulation 377/07 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 2 of Ontario Regulation 377/07 is amended by adding the following paragraph:

2. The Independent Police Review Director and the government appointees in his or her office.

2. (1) Item 11 of Schedule 1 to the Regulation is revoked.

(2) Item 40 of Schedule 1 to the Regulation is revoked and the following substituted:

40. Ontario Parole Board.

(3) Item 50 of Schedule 1 to the Regulation is revoked.

Commencement

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

29/11

ONTARIO REGULATION 311/11
made under the
PUBLIC SERVICE OF ONTARIO ACT, 2006

Made: June 20, 2011
Filed: June 27, 2011
Published on e-Laws: June 29, 2011
Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 146/10
(Public Bodies and Commission Public Bodies — Definitions)

Note: Ontario Regulation 146/10 has not previously been amended.

1. (1) Items 12 and 14 of Table 1 of Ontario Regulation 146/10 are revoked.

(2) Table 1 of the Regulation is amended by adding the following item:

17.1	Building Code Energy Advisory Council	Building Code Energy Advisory Council
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(3) Items 19, 20 and 25 of Table 1 of the Regulation are revoked.

(4) Item 27 of Table 1 of the Regulation is revoked and the following substituted:

27.	College of Trades and Appointments Council	College of Trades and Appointments Council
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(5) Items 31, 37 and 49 of Table 1 of the Regulation are revoked.

(6) Table 1 of the Regulation is amended by adding the following item:

54.1	Foundation at Queen’s University at Kingston	
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(7) Items 57, 58 and 60 of Table 1 of the Regulation are revoked.

(8) Table 1 of the Regulation is amended by adding the following items:

81.1	McMaster University Foundation	
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83.1	Metrolinx	
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(9) Items 86 and 90 of Table 1 of the Regulation are revoked.

(10) Table 1 of the Regulation is amended by adding the following item:

102.1	Ontario Agristability Review Committee	Ontario Agristability Review Committee
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(11) Item 115 of Table 1 of the Regulation is revoked.

(12) Items 123 and 137 of Table 1 of the Regulation are revoked and the following substituted:

123.	Ontario Infrastructure and Lands Corporation	
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137.	Ontario Parole Board	Ontario Parole Board
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(13) Item 142 of Table 1 of the Regulation is revoked.

(14) Item 148 of Table 1 of the Regulation is revoked and the following substituted:

148.	Ontario Student Assistance Program Financial Eligibility Advisory Committee	Ontario Student Assistance Program Financial Eligibility Advisory Committee
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(15) Items 171 and 173 of Table 1 of the Regulation are revoked.

(16) Item 174 of Table 1 of the Regulation is revoked and the following substituted:

174.	Rural Economic Development Advisory Panel	Rural Economic Development Advisory Panel
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(17) Items 177, 179, 183, 185, 186 and 188 of Table 1 of the Regulation are revoked.

Commencement

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

Made by:

HARINDER JEET SINGH TAKHAR
Minister of Government Services

Date made: June 20, 2011.

29/11

ONTARIO REGULATION 312/11

made under the

PUBLIC SERVICE OF ONTARIO ACT, 2006

Made: June 20, 2011

Filed: June 27, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 147/10

(Public Bodies and Commission Public Bodies — Ethics Executive for Certain Public Servants)

Note: Ontario Regulation 147/10 has not previously been amended.

1. (1) Item 13 of Table 1 of Ontario Regulation 147/10 is revoked.

(2) Table 1 of the Regulation is amended by adding the following items:

14.1	Conservation Review Board	Chief executive officer
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22.1	Environmental Review Tribunal	Chief executive officer
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(3) Items 25 and 26 of Table 1 of the Regulation are revoked.

(4) Table 1 of the Regulation is amended by adding the following item:

36.1	Metrolinx	Chief executive officer
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(5) Items 59 and 68 of Table 1 of the Regulation are revoked and the following substituted:

59.	Ontario Infrastructure and Lands Corporation	President and chief executive officer
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68.	Ontario Parole Board	Manager
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(6) Items 73, 85 and 87 of Table 1 of the Regulation are revoked.

Commencement

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

Made by:

HARINDER JEET SINGH TAKHAR
Minister of Government Services

Date made: June 20, 2011.

29/11

ONTARIO REGULATION 313/11
made under the
PUBLIC SERVICE OF ONTARIO ACT, 2006

Made: June 20, 2011
Filed: June 27, 2011
Published on e-Laws: June 29, 2011
Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 148/10
(Delegation by Public Service Commission under Subsection 44 (4) of the Act)

Note: Ontario Regulation 148/10 has not previously been amended.

- 1. (1) Item 4 of Table 1 of Ontario Regulation 148/10 is revoked.**
- (2) Table 1 of the Regulation is amended by adding the following items:**

5.1	Conservation Review Board	Chief executive officer
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9.1	Environmental Review Tribunal	Chief executive officer
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- (3) Item 26 of Table 1 of the Regulation is revoked and the following substituted:**

26.	Ontario Parole Board	Manager
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- (4) Item 34 of Table 1 of the Regulation is revoked.**

Commencement

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

Made by:

HARINDER JEET SINGH TAKHAR
Minister of Government Services

Date made: June 20, 2011.

29/11

ONTARIO REGULATION 314/11

made under the

PUBLIC SECTOR LABOUR RELATIONS TRANSITION ACT, 1997

Made: June 22, 2011

Filed: June 27, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 458/97

(Application of the Act)

Note: Ontario Regulation 458/97 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Ontario Regulation 458/97 is amended by adding the following section:

CHILDREN'S AID SOCIETY AMALGAMATIONS

6. (1) The Act applies upon the amalgamation of any two or more of the following children's aid societies:

1. Child and Family Services of Timmins and District.
2. Children's Aid Society of Northumberland.
3. Family and Children's Services of the District of Rainy River.
4. Hastings Children's Aid Society.
5. Kenora-Patricia Child and Family Services.
6. Lennox and Addington Family and Children's Services.
7. Services à l'enfance et à la famille du Timiskaming Child and Family Services.
8. Services Familiaux Jeanne Sauvé Family Services.
9. The Children's Aid Society of Brockville and the United Counties of Leeds and Grenville.
10. The Children's Aid Society of Owen Sound and the County of Grey.
11. The Children's Aid Society of the City of Kingston and the County of Frontenac.
12. The Children's Aid Society of the County of Bruce.
13. The Children's Aid Society of the County of Lanark and the Town of Smith Falls.
14. The Children's Aid Society of the County of Prince Edward.

(2) For the purposes of the Act, for an amalgamation described in subsection (1),

- (a) the predecessor employers are the amalgamating children's aid societies;
- (b) the successor employer is the entity that exists after the amalgamation; and
- (c) the changeover date is the date the amalgamation takes effect.

Commencement**2. This Regulation comes into force on July 1, 2011.**

RÈGLEMENT DE L'ONTARIO 314/11

pris en vertu de la

LOI DE 1997 SUR LES RELATIONS DE TRAVAIL LIÉES À LA TRANSITION DANS LE SECTEUR PUBLIC

pris le 22 juin 2011

déposé le 27 juin 2011

publié sur le site Lois-en-ligne le 29 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 458/97

(Application de la Loi)

Remarque : Le Règlement de l'Ontario 458/97 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. Le Règlement de l'Ontario 458/97 est modifié par adjonction de l'article suivant :

FUSIONS DE SOCIÉTÉS D'AIDE À L'ENFANCE

6. (1) La Loi s'applique dès la fusion de deux ou plusieurs des sociétés d'aide à l'enfance suivantes :

1. Child and Family Services of Timmins and District.
2. Children's Aid Society of Northumberland.
3. Family and Children's Services of the District of Rainy River.
4. Hastings Children's Aid Society.
5. Kenora-Patricia Child and Family Services.
6. Lennox and Addington Family and Children's Services.
7. Services à l'enfance et à la famille du Timiskaming Child and Family Services.
8. Services Familiaux Jeanne Sauvé Family Services.
9. The Children's Aid Society of Brockville and the United Counties of Leeds and Grenville.
10. The Children's Aid Society of Owen Sound and the County of Grey.
11. The Children's Aid Society of the City of Kingston and the County of Frontenac.
12. The Children's Aid Society of the County of Bruce.
13. The Children's Aid Society of the County of Lanark and the Town of Smith Falls.
14. The Children's Aid Society of the County of Prince Edward.

(2) Pour l'application de la Loi, dans le cas d'une fusion visée au paragraphe (1) :

- a) les employeurs précédents sont les sociétés d'aide à l'enfance qui fusionnent;
- b) l'employeur qui succède est l'entité issue de la fusion;
- c) la date du changement est la date à laquelle la fusion prend effet.

Entrée en vigueur**2. Le présent règlement entre en vigueur le 1^{er} juillet 2011.**

29/11

ONTARIO REGULATION 315/11

made under the

BUILDING CODE ACT, 1992

Made: June 22, 2011

Filed: June 27, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 350/06

(Building Code)

Note: Ontario Regulation 350/06 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. (1) Table 1.3.1.2. of Division B of Ontario Regulation 350/06 is amended by striking out,

CCBFC	NRCC 38730	Model National Energy Code for Buildings 1997	6.2.2.1.(1)
			12.2.1.1.(2)
			12.2.1.2.(2)

and substituting the following:

CCBFC	NRCC 38730	Model National Energy Code for Buildings 1997	6.2.2.1.(1)
			12.2.1.1.(2)

(2) Table 1.3.1.2. of Division B of the Regulation is amended by striking out,

MAH	Supplementary Standard SB-10, June 18, 2008	Energy Efficiency Supplement	12.2.1.1.(2)
			12.3.4.1.(1)
			12.3.4.4.(3)
			12.3.4.6.(1)
			12.3.4.7.(3)
			12.3.4.12.(1)

and substituting the following:

MAH	Supplementary Standard SB-10, May 18, 2011	Energy Efficiency Supplement	12.2.1.1.(2)
			12.2.1.2.(2)
			12.3.4.1.(1)
			12.3.4.4.(3)
			12.3.4.6.(1)
			12.3.4.7.(3)
			12.3.4.12.(1)

2. Sentence 12.2.1.2.(2) of Division B of the Regulation is revoked and the following substituted:

(2) Except as provided in Sentences (3) and (5), the energy efficiency of all *buildings* shall conform to Supplementary Standard SB-10.

Commencement**3. This Regulation comes into force on the later of July 1, 2011 and the day this Regulation is filed.**

ONTARIO REGULATION 316/11

made under the

PAYDAY LOANS ACT, 2008

Made: June 22, 2011

Filed: June 28, 2011

Published on e-Laws: June 29, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 98/09

(General)

Note: Ontario Regulation 98/09 has not previously been amended.

1. The definition of “device” in section 1 of Ontario Regulation 98/09 is amended by adding “or provide access to” after “deliver”.

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

Information to borrower

16.1 (1) Before the parties enter into a payday loan agreement, the lender shall ensure that the borrower is informed orally of all the means available for obtaining a payday loan from the lender.

(2) The lender shall ensure that the advance is provided to the borrower using the means that the borrower selects.

(3) No loan broker shall facilitate a contravention of subsection (1) or (2).

(4) If a lender contravenes subsection (1) or (2), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

3. (1) Paragraph 2 of section 17 of the Regulation is revoked and the following substituted:

2. Any other amount that is connected directly or indirectly to the payday loan agreement and,

i. that the borrower has paid upon entering into the agreement, or

ii. for which the borrower's obligation to pay exists upon entering into the agreement.

(2) Section 17 of the Regulation is amended by adding the following subsection:

(2) Without limiting the generality of paragraph 2 of subsection (1), the amount described in that paragraph includes any amount in relation to a device.

4. (1) Paragraph 7 of subsection 18 (1) of the Regulation is amended by striking out the portion before subparagraph i and substituting the following:

7. If the lender delivers or provides access to all or part of the advance to the borrower by way of a device, the following information about the device:

(2) Subparagraph 7 iii of subsection 18 (1) of the Regulation is revoked and the following substituted:

iii. Instructions on how to use the device, if the device is not a cheque.

(3) Subparagraph 7 iv of subsection 18 (1) of the Regulation is revoked.

(4) Subparagraph 7 vi of subsection 18 (1) of the Regulation is amended by adding “or accessible by the device” after “on the device”.

(5) Subparagraph 7 vii of subsection 18 (1) of the Regulation is amended by adding “or accessible by the device” after “on the device”.

(6) Subparagraph 7 ix of subsection 18 (1) of the Regulation is amended by striking out “and if so, whether the borrower has to pay an amount to obtain, load or activate the device under the subsequent agreement” at the end.

5. (1) Section 22 of the Regulation is amended by adding the following subsection:

Convertibility of advance into cash

(0.1) Upon delivering or providing access to all or part of the advance under a payday loan agreement to the borrower by way of a device, the lender shall ensure that the borrower is informed orally of the borrower's rights under subsections (1), (2), (3) and (5).

(2) Subsection 22 (1) of the Regulation is revoked and the following substituted:

(1) If a lender under a payday loan agreement delivers or provides access to all or part of the advance to the borrower by way of a device and if the borrower makes a request to the applicable one of the following persons, the borrower is entitled to receive in cash the balance of the advance that is on the device or that is accessible by the device at the time of the request, whether that balance represents all or part of the advance:

1. The lender if no loan broker has assisted the borrower in obtaining the payday loan.
2. The loan broker who assisted the borrower in obtaining the payday loan.

(3) Subsection 22 (3) of the Regulation is revoked and the following substituted:

(3) When a borrower makes a request under subsection (1), the lender shall, immediately and at no charge to the borrower, provide in cash to the borrower the balance of the advance that is on the device or that is accessible by the device at the time of the request.

(4) Subsection 22 (4) of the Regulation is amended by striking out “subsection (3)” at the end and substituting “subsections (0.1) and (3)”.

(5) Subsection 22 (5) of the Regulation is amended by striking out “subsection (3)” and substituting “subsection (0.1) or (3)”.

6. (1) Subsection 27 (3) of the Regulation is revoked and the following substituted:

(3) A licensee, acting on the licensee's own behalf or on behalf of any other person, shall not offer to provide or provide any good or service in connection with a payday loan agreement, other than the payday loan, whether or not it is provided for consideration.

(2) Subsection 27 (4) of the Regulation is amended by striking out “subsection (1), (2) or (3)” at the end and substituting “subsection (1) or (2)”.

(3) Subsection 27 (5) of the Regulation is revoked and the following substituted:

(5) If a lender contravenes subsection (1) or (2) or if a licensee contravenes subsection (3), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

7. (1) Subsection 30 (1) of the Regulation is revoked and the following substituted:**Devices**

(1) No licensee in respect of a payday loan agreement in which the licensee was involved shall refuse to disclose the balance on the device or accessible by the device to the borrower at the request of the borrower or shall charge the borrower a fee for disclosing that balance.

(2) The French version of subsection 30 (2) of the Regulation is amended by striking out “de lui rembourser l'avance” and substituting “de rembourser l'avance au prêteur”.

(3) Subsection 30 (3) of the Regulation is amended by adding “in which the licensee was involved” after “agreement”.

8. The Regulation is amended by adding the following section:**Time for payments**

30.1 (1) A licensee shall not request or require the borrower under a payday loan agreement to do any of the following or suggest to the borrower that the borrower do any of the following:

1. Repay or pay the advance or any part of it to the lender or anyone else until the end of the term of the agreement.
2. Pay the cost of borrowing or any part of it to anyone until the end of the term of the agreement.

(2) A licensee shall not, directly or indirectly on behalf of any other person, request or require the borrower under a payday loan agreement to do any of the actions described in paragraph 1 or 2 of subsection (1) or suggest to the borrower that the borrower do any of those actions.

(3) If a licensee contravenes subsection (1) or (2), the borrower is only required to repay the advance to the lender and is not liable to pay the cost of borrowing.

Commencement**9. This Regulation comes into force on the later of September 1, 2011 and the day it is filed.**

RÈGLEMENT DE L'ONTARIO 316/11

pris en vertu de la

LOI DE 2008 CONCERNANT LES PRÊTS SUR SALAIRE

pris le 22 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 29 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 98/09

(Dispositions générales)

Remarque : Le Règlement de l'Ontario 98/09 n'a pas été modifié antérieurement.

1. La définition de «dispositif» à l'article 1 du Règlement de l'Ontario 98/09 est modifiée par adjonction de «ou pour lui y donner accès» à la fin de la disposition.

2. Le Règlement est modifié par adjonction de l'article suivant :

Renseignements à fournir à l'emprunteur

16.1 (1) Avant que les parties ne concluent une convention de prêt sur salaire, le prêteur veille à ce que l'emprunteur soit informé oralement de tous les moyens dont il dispose pour obtenir un prêt sur salaire auprès du prêteur.

(2) Le prêteur veille à ce que l'avance soit fournie à l'emprunteur par le moyen choisi par ce dernier.

(3) Nul courtier en prêts ne doit faciliter une contravention au paragraphe (1) ou (2).

(4) Si le prêteur contrevient au paragraphe (1) ou (2), l'emprunteur n'est tenu que de lui rembourser l'avance et n'est pas redevable du coût d'emprunt.

3. (1) La disposition 2 de l'article 17 du Règlement est abrogée et remplacée par ce qui suit :

2. Toute autre somme qui est liée directement ou indirectement à la convention de prêt sur salaire et que, selon le cas :

i. l'emprunteur a payée au moment de conclure la convention,

ii. au moment de conclure la convention, l'emprunteur a l'obligation de payer.

(2) L'article 17 du Règlement est modifié par adjonction du paragraphe suivant :

(2) Sans préjudice de la portée générale de la disposition 2 du paragraphe (1), la somme visée à cette disposition s'entend notamment de toute somme se rapportant à un dispositif.

4. (1) La disposition 7 du paragraphe 18 (1) du Règlement est modifiée par substitution de ce qui suit au passage qui précède la sous-disposition i :

7. Si le prêteur remet tout ou partie de l'avance à l'emprunteur ou lui y donne accès au moyen d'un dispositif, les renseignements suivants au sujet du dispositif :

(2) La sous-disposition 7 iii du paragraphe 18 (1) du Règlement est abrogée et remplacée par ce qui suit :

iii. Le mode d'utilisation du dispositif, s'il ne s'agit pas d'un chèque.

(3) La sous-disposition 7 iv du paragraphe 18 (1) du Règlement est abrogée.

(4) La sous-disposition 7 vi du paragraphe 18 (1) du Règlement est modifiée par substitution de «le solde indiqué ou accessible» à «le solde éventuel accessible».

(5) La sous-disposition 7 vii du paragraphe 18 (1) du Règlement est modifiée par insertion «indiqué ou» avant «accessible».

(6) La sous-disposition 7 ix du paragraphe 18 (1) du Règlement est modifiée par suppression de «et, dans l'affirmative, si l'emprunteur doit payer une somme aux termes d'une telle convention pour l'obtenir, le provisionner ou l'activer» à la fin de la sous-disposition.

5. (1) L'article 22 du Règlement est modifié par adjonction du paragraphe suivant :

Convertibilité de l'avance en argent comptant

(0.1) Au moment où il remet tout ou partie de l'avance à l'emprunteur ou lui y donne accès au moyen d'un dispositif aux termes d'une convention de prêt sur salaire, le prêteur veille à ce que l'emprunteur soit informé oralement des droits que lui confèrent les paragraphes (1), (2), (3) et (5).

(2) Le paragraphe 22 (1) du Règlement est abrogé et remplacé par ce qui suit :

(1) Si le prêteur visé par une convention de prêt sur salaire fournit tout ou partie de l'avance à l'emprunteur ou lui y donne accès au moyen d'un dispositif et si l'emprunteur en fait la demande à celle des personnes suivantes qui convient, l'emprunteur a le droit de recevoir en argent comptant le solde de l'avance indiqué ou accessible par le dispositif au moment de la demande, que ce solde représente tout ou partie de l'avance :

1. Le prêteur, si aucun courtier en prêts ne l'a aidé à obtenir le prêt sur salaire.
2. Le courtier en prêts qui l'a aidé à obtenir le prêt sur salaire.

(3) Le paragraphe 22 (3) du Règlement est abrogé et remplacé par ce qui suit :

(3) Lorsque l'emprunteur fait une demande en vertu du paragraphe (1), le prêteur lui remet immédiatement et sans frais, en argent comptant, le solde de l'avance indiqué ou accessible par le dispositif au moment de la demande.

(4) Le paragraphe 22 (4) du Règlement est modifié par substitution de «des paragraphes (0.1) et (3)» à «du paragraphe (3)» à la fin du paragraphe.

(5) Le paragraphe 22 (5) du Règlement est modifié par substitution de «paragraphe (0.1) ou (3)» à «paragraphe (3)».

6. (1) Le paragraphe 27 (3) du Règlement est abrogé et remplacé par ce qui suit :

(3) Le titulaire de permis, agissant pour son propre compte ou pour le compte de toute autre personne, ne doit fournir ni offrir de fournir, dans le cadre d'une convention de prêt sur salaire, aucun bien ou service autre que le prêt sur salaire, que ce soit à titre onéreux ou non.

(2) Le paragraphe 27 (4) du Règlement est modifié par substitution de «paragraphe (1) ou (2)» à «paragraphe (1), (2) ou (3)» à la fin du paragraphe.

(3) Le paragraphe 27 (5) du Règlement est abrogé et remplacé par ce qui suit :

(5) Si le prêteur contrevient au paragraphe (1) ou (2) ou si le titulaire de permis contrevient au paragraphe (3), l'emprunteur n'est tenu que de rembourser l'avance au prêteur et n'est pas redevable du coût d'emprunt.

7. (1) Le paragraphe 30 (1) du Règlement est abrogé et remplacé par ce qui suit :**Dispositifs**

(1) Nul titulaire de permis agissant dans le cadre d'une convention de prêt sur salaire à l'égard de laquelle il a joué un rôle ne doit refuser de divulguer à l'emprunteur qui en fait la demande le solde indiqué ou accessible par le dispositif ni lui demander des frais pour ce faire.

(2) La version française du paragraphe 30 (2) du Règlement est modifiée par substitution de «de rembourser l'avance au prêteur» à «de lui rembourser l'avance».

(3) Le paragraphe 30 (3) du Règlement est modifié par substitution de «agissant dans le cadre d'une convention de prêt sur salaire à l'égard de laquelle il a joué un rôle» à «visé par une convention de prêt sur salaire».

8. Le Règlement est modifié par adjonction de l'article suivant :**Exigibilité des paiements**

30.1 (1) Le titulaire de permis ne doit pas demander, enjoindre ou suggérer à l'emprunteur visé par une convention de prêt de faire l'une ou l'autre des choses suivantes :

1. Rembourser ou payer tout ou partie de l'avance au prêteur ou à qui que ce soit d'autre avant l'expiration de la convention.
2. Payer tout ou partie du coût d'emprunt à qui que ce soit avant l'expiration de la convention.

(2) Le titulaire de permis ne doit pas, directement ou indirectement pour le compte d'une autre personne, demander, enjoindre ou suggérer à l'emprunteur visé par une convention de prêt de faire l'une des choses visées à la disposition 1 ou 2 du paragraphe (1).

(3) Si le titulaire de permis contrevient au paragraphe (1) ou (2), l'emprunteur n'est tenu que de rembourser l'avance au prêteur et n'est pas redevable du coût d'emprunt.

Entrée en vigueur**9. Le présent règlement entre en vigueur le dernier en date du 1^{er} septembre 2011 et du jour de son dépôt.**

ONTARIO REGULATION 317/11

made under the

COURTS OF JUSTICE ACT

Made: June 22, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 626/00

(Small Claims Court Jurisdiction and Appeal Limit)

Note: Ontario Regulation 626/00 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 2 of Ontario Regulation 626/00 is revoked and the following substituted:**Appeal limit**

2. (1) For the purposes of clause 31 (a) of the Act, the prescribed amount is \$2,500.
- (2) For the purposes of clause 31 (b) of the Act, the prescribed amount is \$2,500.

Commencement

2. **This Regulation comes into force on the later of July 1, 2011 and the day it is filed.**

RÈGLEMENT DE L'ONTARIO 317/11

pris en vertu de la

LOI SUR LES TRIBUNAUX JUDICIAIRES

pris le 22 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 30 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 626/00

(Compétence de la Cour des petites créances et plafond pécuniaire relatif aux appels)

Remarque : Le Règlement de l'Ontario 626/00 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. L'article 2 du Règlement de l'Ontario 626/00 est abrogé et remplacé par ce qui suit :**Plafond pécuniaire relatif aux appels**

2. (1) Pour l'application de l'alinéa 31 a) de la Loi, le montant prescrit est de 2 500 \$.
- (2) Pour l'application de l'alinéa 31 b) de la Loi, le montant prescrit est de 2 500 \$.

Entrée en vigueur

2. **Le présent règlement entre en vigueur le dernier en date du 1^{er} juillet 2011 et du jour de son dépôt.**

29/11

ONTARIO REGULATION 318/11

made under the

ALCOHOL AND GAMING REGULATION AND PUBLIC PROTECTION ACT, 1996

Made: June 28, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 257/10

(Beer and Wine Tax)

Note: Ontario Regulation 257/10 has not previously been amended.

1. Section 4 of Ontario Regulation 257/10 is revoked and the following substituted:**Sales year**

4. For the purposes of section 22 of the Act, the period that begins on July 1, 2010 and ends on February 28, 2011 is a sales year.

2. Section 15 of the Regulation is amended by adding the following subsections:

(5) If a beer manufacturer distributes beer that is exempt from tax under section 18.1 of the Act, the beer manufacturer shall keep a record of the following information:

1. The date that the beer was distributed.
2. The name and address of all persons to whom the beer was distributed or the name and address of the event at which the beer was distributed.
3. The number of containers of beer distributed and for each container,
 - i. whether the beer was draft beer or non-draft beer,
 - ii. the quantity of beer in the container, and
 - iii. whether or not the container was a non-refillable container.

(6) If an affiliate of a beer manufacturer distributes beer that is exempt from tax under section 18.1 of the Act, the beer manufacturer shall keep a record of the following information:

1. The name of the affiliate.
2. The date that the beer was distributed.
3. The quantity of beer that was distributed.
4. The amount of tax that would have been payable by the affiliate if the exemption did not apply.

3. Section 16 of the Regulation is amended by adding the following subsections:

(2) If a licensee of a brew pub distributes draft beer that is exempt from tax under section 18.1 of the Act, the licensee shall keep a record of the following information:

1. The date that the beer was distributed.
2. The name and address of all persons to whom the beer was distributed or the name and address of the event in the brew pub, or a secondary location related to the pub, at which the beer was distributed.
3. The quantity of beer that was distributed.

(3) If an affiliate of a licensee of a brew pub distributes beer that is exempt from tax under section 18.1 of the Act, the licensee shall keep a record of the following information:

1. The name of the affiliate.
2. The date that the beer was distributed.
3. The quantity of beer that was distributed.
4. The amount of tax that would have been payable by the affiliate if the exemption did not apply.

4. Section 18 of the Act is amended by adding the following subsections:

(2) If a winery distributes wine or a wine cooler that is exempt from tax under section 18.1 of the Act, the winery shall keep a record of the following information:

1. The date that the wine or wine cooler was distributed.
2. The name and address of all persons to whom the wine or wine cooler was distributed or the name and address of the event at which the wine or wine cooler was distributed.
3. The number of containers of wine or wine coolers that were distributed and for each container,
 - i. whether or not the wine was Ontario wine or whether or not the wine cooler was an Ontario wine cooler,
 - ii. the brand of the wine or wine cooler,
 - iii. the quantity of wine or wine cooler in the container,
 - iv. the retail price of the wine or wine cooler as determined under subsection 27 (3) of the Act, and
 - v. whether or not the container was a non-refillable container.

(3) If an affiliate of a winery distributes wine or a wine cooler that is exempt from tax under section 18.1 of the Act, the winery shall keep a record of the following information:

1. The name of the affiliate.
2. The date that the wine or wine cooler was distributed.
3. The quantity of wine or wine coolers that were distributed.
4. The amount of tax that would have been payable by the affiliate if the exemption did not apply.

Commencement

5. This Regulation comes into force on July 1, 2011.

Made by:

DWIGHT DOUGLAS DUNCAN
Minister of Finance

Date made: June 28, 2011.

29/11

ONTARIO REGULATION 319/11

made under the

PLANNING ACT

Made: June 28, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 465/09

(Zoning Area — Employment and Employment Supportive Uses — Town of Bradford West Gwillimbury, County of Simcoe)

Note: Ontario Regulation 465/09 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 7 of Ontario Regulation 465/09 is revoked and the following substituted:

Commencement

7. This Regulation comes into force on July 1, 2012.

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

Made by:

TOM GUTFREUND
Acting Regional Director
Municipal Services Office – Central
Ministry of Municipal Affairs and Housing

Date made: June 28, 2011.

29/11

ONTARIO REGULATION 320/11

made under the

PLANNING ACT

Made: June 28, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 466/09

(Zoning Area — Agricultural and Agriculture-Related Uses — Town of Bradford West Gwillimbury, County of Simcoe)

Note: Ontario Regulation 466/09 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 7 of Ontario Regulation 466/09 is revoked and the following substituted:**Commencement**

7. This Regulation comes into force on July 1, 2012.

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

Made by:

TOM GUTFREUND
Acting Regional Director
Municipal Services Office – Central
Ministry of Municipal Affairs and Housing

Date made: June 28, 2011.

29/11

ONTARIO REGULATION 321/11
made under the
FARM PRODUCTS PAYMENTS ACT

Made: June 10, 2011
Filed: June 28, 2011
Published on e-Laws: June 30, 2011
Printed in *The Ontario Gazette*: July 16, 2011

FEES PAYABLE TO BOARDS

Definitions

1. In this Regulation,

“direct sale” means, with respect to livestock, a sale other than a sale by consignment; (“vente directe”)

“grain” means canola, grain corn, soybeans and wheat; (“grain”)

“grain corn” does not include popping corn, seed corn or sweet corn; (“maïs-grain”)

“licensed dealer” means a dealer licensed under the *Livestock and Livestock Products Act* or the *Grains Act*; (“marchand titulaire d’un permis”)

“livestock” means cattle sold for slaughter, or for feeding before slaughter, for the production of beef; (“bétail”)

“private treaty sale” means a direct sale by a licensed dealer to a producer or to another licensed dealer. (“vente de gré à gré”)

Fees payable to Boards

2. (1) On the sale of livestock, a fee of five cents per head of livestock is payable to the Livestock Financial Protection Board as follows:

1. In the case of a direct sale by a producer to a licensed dealer, the fee is payable by the producer.
2. In the case of a private treaty sale, the fee is payable by the licensed dealer who sells the livestock.
3. In the case of a sale by consignment, the fee is payable by each of the consignor and the consignee, each paying a separate fee.

(2) On the sale of grain by a producer to a licensed dealer, the following fees are payable to the Grain Financial Protection Board by the producer:

1. In the case of canola, 20 cents per tonne sold.
2. In the case of grain corn, 0.1 cent per tonne sold.
3. In the case of soybeans, two cents per tonne sold.
4. In the case of wheat, 10 cents per tonne sold.

Who remits fee

3. (1) A fee payable to a board by a producer or consignor of livestock under paragraphs 1 or 3 of subsection 2 (1) and by a producer of grain under subsection 2 (2) shall be remitted on that person’s behalf by the licensed dealer or the consignee, as the case may be.

(2) The licensed dealer or consignee who pays a fee on behalf of a producer or consignor of livestock or on behalf of a producer of grain shall deduct the amount of the fee payable to the board from the amount payable for the sale and remit the fee to the board in accordance with section 5 or 6, as the case may be.

(3) A fee payable to the Livestock Financial Protection Board by a licensed dealer under paragraph 2 of subsection 2 (1) or by a consignee under paragraph 3 of subsection 2 (1) shall be remitted to the board by the licensed dealer or consignee on their own behalf.

Statement of fee deduction

4. A licensed dealer or consignee who deducts and remits a fee on behalf of another person under subsection 3 (2) shall give that person a statement of the fee deducted at the time the fee is deducted.

Remission of fee to Livestock Financial Protection Board

5. (1) Any person required to remit a fee to the Livestock Financial Protection Board under section 3 shall on or before the fifteenth day of each month remit the fee payable with respect to the total number of head of livestock sold during the previous month.

(2) Every remittance of fees under subsection (1) shall be accompanied by a statement of the total number of head of livestock sold, in a form approved by the Livestock Financial Protection Board.

(3) Despite subsections (1) and (2), a person who buys or sells 1,000 head of livestock or less in a year is only required to remit fees with respect to those purchases or sales, and provide the required statement, once in that year.

Fee to be forwarded to Grain Financial Protection Board

6. (1) A licensed dealer who buys grain from a producer shall, on or before the fifteenth day of each month, forward the fees deducted under subsection 3 (2) with respect to sales of the grain during the previous month to,

- (a) in the case of a sale of canola, the Ontario Canola Growers' Association designated under the *Farm Products Marketing Act*; and
- (b) in the case of the sale of any type of grain other than canola, the Grain Farmers of Ontario.

(2) The Ontario Canola Growers' Association and the Grain Farmers of Ontario shall promptly forward to the Grain Financial Protection Board all fees they receive under subsection (1).

Commencement

7. **This Regulation comes into force on the latest of,**

- (a) **the day subsections 3 (3) and (4) of Schedule 1 to the *Open for Business Act, 2010* come into force,**
- (b) **July 1, 2011, and**
- (c) **the day it is filed.**

RÈGLEMENT DE L'ONTARIO 321/11

pris en vertu de la

LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

pris le 10 juin 2011
 déposé le 28 juin 2011
 publié sur le site Lois-en-ligne le 30 juin 2011
 imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

DROITS PAYABLES AUX COMMISSIONS

Définitions

1. Les définitions qui suivent s'appliquent au présent règlement.

«bétail» Bovins vendus à des fins d'abattage, ou à des fins d'engraissement préalablement à l'abattage, en vue de la production de boeuf. («livestock»)

«grain» Canola, maïs-grain, soya et blé. («grain»)

«maïs-grain» Ne s'entend pas du maïs à éclater, du maïs de semence ni du maïs sucré. («grain corn»)

«marchand titulaire d'un permis» Marchand titulaire d'un permis délivré en vertu de la *Loi sur le bétail et les produits du bétail* ou de la *Loi sur le grain*. («licensed dealer»)

«vente de gré à gré» Vente directe qu'un marchand titulaire d'un permis fait à un producteur ou à un autre marchand titulaire d'un permis. («private treaty sale»)

«vente directe» Relativement au bétail, vente autre qu'une vente en consignation. («direct sale»)

Droits payables aux commissions

2. (1) Lors de la vente de bétail, des droits fixés à cinq cents la tête de bétail sont payables comme suit à la Livestock Financial Protection Board :

1. Dans le cas d'une vente directe faite par un producteur à un marchand titulaire d'un permis, les droits sont payables par le producteur.
2. Dans le cas d'une vente de gré à gré, les droits sont payables par le marchand titulaire d'un permis qui vend le bétail.
3. Dans le cas d'une vente en consignation, les droits sont payables par le consignateur et le consignataire, qui paient chacun des droits distincts.

(2) Lors de la vente de grain à un marchand titulaire d'un permis par un producteur, les droits suivants sont payables par ce dernier à la Commission de protection financière des producteurs de céréales :

1. Dans le cas du canola, 20 cents la tonne vendue.
2. Dans le cas du maïs-grain, 0,1 cent la tonne vendue.
3. Dans le cas du soya, deux cents la tonne vendue.
4. Dans le cas du blé, 10 cents la tonne vendue.

Remise des droits

3. (1) Les droits payables à une commission par un producteur ou un consignateur de bétail en application de la disposition 1 ou 3 du paragraphe 2 (1) et par un producteur de grain en application du paragraphe 2 (2) sont remis pour le compte de ces personnes par le marchand titulaire d'un permis ou le consignataire, selon le cas.

(2) Le marchand titulaire d'un permis ou le consignataire qui paie des droits pour le compte d'un producteur ou consignateur de bétail ou d'un producteur de grain déduit le montant des droits payables à la commission du montant payable pour la vente et remet les droits à celle-ci conformément à l'article 5 ou 6, selon le cas.

(3) Les droits payables à la Livestock Financial Protection Board par un marchand titulaire d'un permis en application de la disposition 2 du paragraphe 2 (1) et par un consignataire en application de la disposition 3 de ce paragraphe sont remis à la commission par ces personnes pour leur propre compte.

Relevé des droits déduits

4. Le marchand titulaire d'un permis ou le consignataire qui déduit et remet des droits pour le compte d'une autre personne en application du paragraphe 3 (2) donne à cette personne un relevé des droits déduits au moment où ils le sont.

Remise des droits à la Livestock Financial Protection Board

5. (1) Au plus tard le 15^e jour de chaque mois, quiconque est tenu de remettre des droits à la Livestock Financial Protection Board en application de l'article 3 remet les droits payables relativement au nombre total de têtes de bétail vendues le mois précédent.

(2) Chaque remise de droits effectuée en application du paragraphe (1) est accompagnée d'un relevé du nombre total de têtes de bétail vendues. Le relevé est rédigé sous la forme qu'approuve la Livestock Financial Protection Board.

(3) Malgré les paragraphes (1) et (2), la personne qui achète ou vend 1 000 têtes de bétail ou moins au cours d'une année donnée n'est tenue de remettre les droits pertinents et de fournir le relevé requis qu'une fois cette année-là.

Envoi des droits à la Commission de protection financière des producteurs de céréales

6. (1) Au plus tard le 15^e jour de chaque mois, le marchand titulaire d'un permis qui achète du grain d'un producteur fait parvenir aux associations suivantes les droits déduits en application du paragraphe 3 (2) relativement aux ventes de grain effectuées le mois précédent :

- a) dans le cas d'une vente de canola, la Ontario Canola Growers' Association, désignée en vertu de la *Loi sur la commercialisation des produits agricoles*;
- b) dans le cas d'une vente d'un type de grain autre que le canola, la Grain Farmers of Ontario.

(2) La Ontario Canola Growers' Association et la Grain Farmers of Ontario font parvenir promptement à la Commission de protection financière des producteurs de céréales tous les droits qu'ils reçoivent en application du paragraphe (1).

Entrée en vigueur

7. Le présent règlement entre en vigueur le dernier en date des jours suivants :

- a) le jour de l'entrée en vigueur des paragraphes 3 (3) et (4) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
- b) le 1^{er} juillet 2011;

c) le jour de son dépôt.

Made by:
Pris par :

La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,

CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 10, 2011.
Pris le : 10 juin 2011.

29/11

ONTARIO REGULATION 322/11
made under the
FARM PRODUCTS PAYMENTS ACT

Made: June 10, 2011
Filed: June 28, 2011
Published on e-Laws: June 30, 2011
Printed in *The Ontario Gazette*: July 16, 2011

Amending Reg. 447 of R.R.O. 1990
(Fund for Producers of Canola)

Note: Regulation 447 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 5 of Regulation 447 of the Revised Regulations of Ontario, 1990 is revoked.

Commencement

2. This Regulation comes into force on the latest of,

- (a) the day subsections 3 (3) and (4) of Schedule 1 of the *Open for Business Act, 2010* come into force,
- (b) July 1, 2011, and
- (c) the day it is filed.

RÈGLEMENT DE L'ONTARIO 322/11

pris en vertu de la

LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

pris le 10 juin 2011
déposé le 28 juin 2011
publié sur le site Lois-en-ligne le 30 juin 2011
imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. 447 des R.R.O. de 1990
(Fonds des producteurs de canola)

Remarque : Le Règlement 447 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. L'article 5 du Règlement 447 des Règlements refondus de l'Ontario de 1990 est abrogé.

Entrée en vigueur

2. Le présent règlement entre en vigueur le dernier en date des jours suivants :

- a) le jour de l'entrée en vigueur des paragraphes 3 (3) et (4) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
- b) le 1^{er} juillet 2011;
- c) le jour de son dépôt.

Made by:
Pris par :

La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,

CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 10, 2011.
Pris le : 10 juin 2011.

29/11

ONTARIO REGULATION 323/11
made under the
FARM PRODUCTS PAYMENTS ACT

Made: June 10, 2011
Filed: June 28, 2011
Published on e-Laws: June 30, 2011
Printed in *The Ontario Gazette*: July 16, 2011

Amending Reg. 448 of R.R.O. 1990
(Fund for Producers of Grain Corn)

Note: Regulation 448 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 5 of Regulation 448 of the Revised Regulations of Ontario, 1990 is revoked.

Commencement

- 2. This Regulation comes into force on the latest of,**
- (a) the day subsections 3 (3) and (4) of Schedule 1 of the *Open for Business Act, 2010* come into force,
 - (b) July 1, 2011, and
 - (c) the day it is filed.

RÈGLEMENT DE L'ONTARIO 323/11

pris en vertu de la

LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

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modifiant le Règl. 448 des R.R.O. de 1990
 (Fonds des producteurs de maïs-grain)

Remarque : Le Règlement 448 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. L'article 5 du Règlement 448 des Règlements refondus de l'Ontario de 1990 est abrogé.

Entrée en vigueur

2. Le présent règlement entre en vigueur le dernier en date des jours suivants :

- a) le jour de l'entrée en vigueur des paragraphes 3 (3) et (4) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
- b) le 1^{er} juillet 2011;
- c) le jour de son dépôt.

Made by:

Pris par :

La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,

CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 20, 2011.

Pris le : 10 juin 2011.

29/11

ONTARIO REGULATION 324/11

made under the

FARM PRODUCTS PAYMENTS ACT

Made: June 10, 2011
 Filed: June 28, 2011
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 Printed in *The Ontario Gazette*: July 16, 2011

Amending Reg. 450 of R.R.O. 1990
 (Fund for Producers of Soybeans)

Note: Regulation 450 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 5 of Regulation 450 of the Revised Regulations of Ontario, 1990 is revoked.

Commencement

- 2. This Regulation comes into force on the latest of,**
- (a) the day subsections 3 (3) and (4) of Schedule 1 of the *Open for Business Act, 2010* come into force,
 - (b) July 1, 2011, and
 - (c) the day it is filed.

RÈGLEMENT DE L'ONTARIO 324/11

pris en vertu de la

LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

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modifiant le Règl. 450 des R.R.O. de 1990
(Fonds des producteurs de soya)

Remarque : Le Règlement 450 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

- 1. L'article 5 du Règlement 450 des Règlements refondus de l'Ontario de 1990 est abrogé.**

Entrée en vigueur

- 2. Le présent règlement entre en vigueur le dernier en date des jours suivants :**
- a) le jour de l'entrée en vigueur des paragraphes 3 (3) et (4) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
 - b) le 1^{er} juillet 2011;
 - c) le jour de son dépôt.

Made by:
Pris par :

La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,

CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 10, 2011.
Pris le : 10 juin 2011.

29/11

ONTARIO REGULATION 325/11

made under the

FARM PRODUCTS PAYMENTS ACT

Made: June 10, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011Amending O. Reg. 390/04
(Fund for Producers of Wheat)

Note: Ontario Regulation 390/04 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 5 of Ontario Regulation 390/04 is revoked.**Commencement****2. This Regulation comes into force on the latest of,**

- (a) the day subsections 3 (3) and (4) of Schedule 1 of the *Open for Business Act, 2010* come into force,
- (b) July 1, 2011, and
- (c) the day it is filed.

RÈGLEMENT DE L'ONTARIO 325/11

pris en vertu de la

LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

pris le 10 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 30 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011modifiant le Règl. de l'Ont. 390/04
(Fonds des producteurs de blé)

Remarque : Le Règlement de l'Ontario 390/04 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. L'article 5 du Règlement de l'Ontario 390/04 est abrogé.**Entrée en vigueur****2. Le présent règlement entre en vigueur le dernier en date des jours suivants :**

- a) le jour de l'entrée en vigueur des paragraphes 3 (3) et (4) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
- b) le 1^{er} juillet 2011;
- c) le jour de son dépôt.

Made by:

Pris par :

*La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,*CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 10, 2011.

Pris le : 10 juin 2011.

29/11

ONTARIO REGULATION 326/11
made under the
FARM PRODUCTS PAYMENTS ACT

Made: June 10, 2011
Filed: June 28, 2011
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Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 560/93
(Fund for Livestock Producers)

Note: Ontario Regulation 560/93 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Sections 7 and 8 of Ontario Regulation 560/93 are revoked.

Commencement

- 2. This Regulation comes into force on the latest of,**
- (a) the day subsections 3 (3) and (4) of Schedule 1 of the *Open for Business Act, 2010* come into force,
 - (b) July 1, 2011, and
 - (c) the day it is filed.

RÈGLEMENT DE L'ONTARIO 326/11

pris en vertu de la
LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

pris le 10 juin 2011
déposé le 28 juin 2011
publié sur le site Lois-en-ligne le 30 juin 2011
imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 560/93
(Fonds pour les éleveurs de bétail)

Remarque : Le Règlement de l'Ontario 560/93 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. Les articles 7 et 8 du Règlement de l'Ontario 560/93 sont abrogés.

Entrée en vigueur

- 2. Le présent règlement entre en vigueur le dernier en date des jours suivants :**
- a) le jour de l'entrée en vigueur des paragraphes 3 (3) et (4) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
 - b) le 1^{er} juillet 2011;
 - c) le jour de son dépôt.

Made by:
Pris par :

La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,

CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 10, 2011.
Pris le : 10 juin 2011.

29/11

ONTARIO REGULATION 327/11

made under the

LIVESTOCK AND LIVESTOCK PRODUCTS ACT

Made: June 22, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending Reg. 725 of R.R.O. 1990

(Livestock)

Note: Regulation 725 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. Section 6 of Regulation 725 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:

6. (1) This section applies to the following payments made by a livestock dealer with respect to the sale or consignment of livestock:

1. Payments made to a seller of livestock with respect to any purchase of livestock by the livestock dealer.
2. If the livestock dealer sells livestock on consignment from another person, any payments made by the livestock dealer to the consignor with respect to the sale of the livestock.

(2) In the case of a payment described in subsection (1), the method of payment may be by cheque, direct deposit or electronic payment or any other method of payment agreed to by the livestock dealer and either the seller or the consignor of livestock, as the case may be, subject to subsection (5).

(3) A livestock dealer shall ensure that a payment referred to in subsection (1) is received by the seller or consignor, as the case may be, at or before the following time:

1. If the amount of the total sale is less than \$15,000, 1:00 p.m. on the ninth business day after the price determination day.
2. If the amount of the total sale is \$15,000 or more, 1:00 p.m. on the sixth business day after the price determination day.

(4) In subsection (3),

“price determination day” means, with respect to a sale of livestock, including a sale on consignment,

- (a) the day of weighing, if price of the livestock is determined on a weight basis,
- (b) the day of grading, if price of the livestock is determined on a carcass grading basis, or
- (c) the day of purchase, if price of the livestock is determined on a per head basis.

(5) For the purposes of complying with subsection (3),

(a) any method of payment agreed to by the livestock dealer and either the seller or the consignor, as the case may be, must enable the seller or consignor to deposit the payment in their bank account on the day and at the time required under subsection (3); and

(b) in the case of a payment by cheque, the cheque shall be dated no later than the day on which payment is required to be made under subsection (3).

(6) A seller or consignor who does not receive payment in accordance with this section shall promptly notify the director of the default in payment.

2. This Regulation comes into force on the later of January 1, 2011 and the day it is filed.

RÈGLEMENT DE L'ONTARIO 327/11

pris en application de la

LOI SUR LE BÉTAIL ET LES PRODUITS DU BÉTAIL

pris le 22 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 30 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. 725 des R.R.O. de 1990

(Bétail)

Remarque : Le Règlement 725 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. L'article 6 du Règlement 725 des Règlements refondus de l'Ontario de 1990 est abrogé et remplacé par ce qui suit :

6. (1) Le présent article s'applique aux paiements suivants effectués par un marchand de bétail à l'égard de la vente ou de la consignation de bétail :

1. Les paiements que le marchand de bétail fait à un vendeur de bétail à l'égard de tout achat de bétail.
2. Si le marchand de bétail vend du bétail en consignation, les paiements qu'il fait au consignateur à l'égard de la vente.

(2) Les paiements visés au paragraphe (1) peuvent être faits par chèque, dépôt direct ou virement électronique ou par tout autre mode de paiement convenu entre le marchand de bétail et le vendeur ou le consignateur, selon le cas, sous réserve du paragraphe (5).

(3) Le marchand de bétail veille à ce que le vendeur ou le consignateur, selon le cas, reçoive les paiements visés au paragraphe (1) au plus tard aux moments suivants :

1. Si le montant de la vente totale est inférieur à 15 000 \$, 13 heures le neuvième jour ouvrable qui suit le jour de fixation du prix.
2. Si le montant de la vente totale est de 15 000 \$ ou plus, 13 heures le sixième jour ouvrable qui suit le jour de fixation du prix.

(4) La définition qui suit s'applique au paragraphe (3).

«jour de fixation du prix» Relativement à la vente de bétail, y compris la vente en consignation, s'entend du jour suivant qui s'applique :

- a) le jour de la consignation du poids, si le prix du bétail est fixé d'après le poids;
- b) le jour du classement, si le prix du bétail est fixé d'après la catégorie de carcasse;
- c) le jour de l'achat, si le prix du bétail est fixé par tête.

(5) Afin de se conformer au paragraphe (3) :

- a) tout mode de paiement convenu entre le marchand de bétail et le vendeur ou le consignateur, selon le cas, doit rendre possible le dépôt du paiement dans le compte bancaire du vendeur ou du consignateur, selon le cas, au plus tard au moment où le paiement est exigé en application du paragraphe (3);
- b) dans le cas d'un paiement par chèque, la date de celui-ci ne doit pas être postérieure à celle à laquelle le paiement est exigé en application du paragraphe (3).

(6) Le vendeur ou le consignateur qui ne reçoit pas de paiement conformément au présent article en avise sans délai le directeur.

2. Le présent règlement entre en vigueur le dernier en date du 1^{er} janvier 2011 et du jour de son dépôt.

29/11

ONTARIO REGULATION 328/11
made under the
FARM PRODUCTS PAYMENTS ACT

Made: June 22, 2011
Filed: June 28, 2011
Published on e-Laws: June 30, 2011
Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 560/93
(Fund for Livestock Producers)

Note: Ontario Regulation 560/93 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. (1) Subsection 6 (1) Ontario Regulation 560/93 is revoked and the following substituted:

(1) Dealers licensed under the *Livestock and Livestock Products Act* who sell livestock are designated as producers for the purposes of clause (d) of the definition of “producer” in section 1 of the Act, but the designation is only in respect of sales of livestock by the dealers to,

- (a) other dealers licensed under the *Livestock and Livestock Products Act*; or
- (b) other producers.

(2) Subsection 6 (2) of the Regulation is amended by striking out “under paragraph 2, 3 or 4 of subsection (1)” and substituting “under subsection (1)”.

2. Paragraph 2 of subsection 18 (1) of the Regulation is amended by striking out “banking days” and substituting “business days”.

3. (1) Paragraphs 1 and 2 of section 19 of the Regulation are revoked and the following substituted:

- 1. Subject to paragraph 2, in cases where the producer paid the applicant by cheque and the cheque is dishonoured by non-acceptance or non-payment, the applicant presented the cheque for payment at or later than 2 p.m. on the second business day after the cheque is received.
- 2. In the case of a sale to a feeder cattle finance co-operative where the producer paid the applicant by cheque and the cheque is dishonoured by non-acceptance or non-payment, the applicant presented the cheque for payment at or later than 2 p.m. on the tenth day after the date of the sale.

(2) Paragraph 5 of section 19 of the Regulation is amended by striking out “paragraph 2, 3 or 4 of”.

4. Section 20 of the Regulation is amended by striking out “90 per cent” and substituting “95 per cent”.

5. (1) Paragraph 2 of subsection 21 (1) of the Regulation is revoked and the following substituted:

- 2. The amount that the Board shall pay is the lesser of 85 per cent of the portion of a claim that it recognizes as valid and \$125,000.

(2) Paragraph 2 of subsection 21 (2) of the Regulation is revoked and the following substituted:

- 2. The amount that the Board shall pay is the lesser of 85 per cent of the portion of a claim that it recognizes as valid and \$125,000.

6. This Regulation comes into force on the later of January 1, 2011 and the day it is filed.

RÈGLEMENT DE L'ONTARIO 328/11

pris en application de la

LOI SUR LE RECOUVREMENT DU PRIX DES PRODUITS AGRICOLES

pris le 22 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 30 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 560/93

(Fonds pour les éleveurs de bétail)

Remarque : Le Règlement de l'Ontario 560/93 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. (1) Le paragraphe 6 (1) du Règlement de l'Ontario 560/93 est abrogé et remplacé par ce qui suit :

(1) Les marchands titulaires d'un permis délivré en vertu de la *Loi sur le bétail et les produits du bétail* qui vendent du bétail sont désignés comme producteurs pour l'application de l'alinéa d) de la définition de «producteur» à l'article 1 de la Loi. La désignation est toutefois limitée aux marchands qui vendent du bétail :

- a) soit à d'autres marchands titulaires d'un permis délivré en vertu de la *Loi sur le bétail et les produits du bétail*;
- b) soit à d'autres producteurs.

(2) Le paragraphe 6 (2) du Règlement est modifié par substitution de «en vertu du paragraphe (1)» à «en vertu de la disposition 2, 3 ou 4 du paragraphe (1)» à la fin du paragraphe.

2. La version anglaise de la disposition 2 du paragraphe 18 (1) du Règlement est modifiée par substitution de «business days» à «banking days».

3. (1) Les dispositions 1 et 2 de l'article 19 du Règlement sont abrogées et remplacées par ce qui suit :

1. Sous réserve de la disposition 2, dans le cas où le producteur paie l'auteur de la demande par chèque et que le chèque fait l'objet d'un refus par défaut d'acceptation ou de paiement, l'auteur de la demande a présenté le chèque à l'encaissement à 14 heures le deuxième jour ouvrable suivant sa réception ou plus tard.
2. Dans le cas d'une vente à une coopérative financière de bovins d'engraissement où le producteur paie l'auteur de la demande par chèque et que le chèque fait l'objet d'un refus par défaut d'acceptation ou de paiement, l'auteur de la demande a présenté le chèque à l'encaissement à 14 heures le 10^e jour ouvrable suivant la date de la vente ou plus tard.

(2) La disposition 5 de l'article 19 du Règlement est modifiée par suppression de «de la disposition 2, 3 ou 4».

4. L'article 20 du Règlement est modifié par substitution de «95 pour cent» à «90 pour cent».

5. (1) La disposition 2 du paragraphe 21 (1) du Règlement est abrogée et remplacée par ce qui suit :

2. Le montant que la Commission doit verser correspond à 85 pour cent du montant de la réclamation qu'elle reconnaît comme étant valable ou à 125 000 \$, si ce dernier montant est inférieur.

(2) La disposition 2 du paragraphe 21 (2) du Règlement est abrogée et remplacée par ce qui suit :

2. Le montant que la Commission doit verser correspond à 85 pour cent du montant de la réclamation qu'elle reconnaît comme étant valable ou à 125 000 \$, si ce dernier montant est inférieur.

6. Le présent règlement entre en vigueur le dernier en date du 1^{er} janvier 2011 et du jour de son dépôt.

ONTARIO REGULATION 329/11

made under the

LIVESTOCK, POULTRY AND HONEY BEE PROTECTION ACT

Made: June 27, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011**COMPENSATION RATES FOR DAMAGE TO LIVESTOCK OR POULTRY****Maximum amount of compensation**

1. (1) For the purposes of subsection 4 (14) of the Act, the maximum amount of compensation for livestock or poultry is the amount set out in Column 2 of the Table to this section opposite the livestock or poultry set out in Column 1.

(2) For the purposes of the Table to this section,

“registered” means, with respect to a type of livestock referred to in the Table, that the livestock is registered with the breeding association for the type of livestock.

TABLE

Item	Column 1 Type of Livestock or Poultry	Column 2 Maximum Amount (\$)
Livestock		
1.	Cattle (Registered)	8,000
2.	Cattle (Non-registered)	2,500
3.	Sheep (Registered)	1,200
4.	Sheep (Non-registered)	300
5.	Goat (Registered)	1,000
6.	Goat (Non-registered)	600
7.	Swine (Registered)	5,000
8.	Swine (Non-registered)	2,000
9.	Horse	8,000
10.	Rabbit (Breeders for meat production)	40
11.	Rabbit (All other)	30
12.	Mink	150
13.	Fox	1,500
14.	Raccoon	75
15.	Fisher	250
16.	Martin	250
17.	Lynx	2,000
Poultry		
18.	Chicken (For egg production)	30
19.	Chicken (Parent breeder for egg production)	60
20.	Chicken (Grandparent breeder for egg production)	120
21.	Chicken (Parent breeder for meat production)	60
22.	Chicken (Grandparent breeder for meat production)	100
23.	Chicken (Primary breeder foundation stock)	1,200
24.	Chicken (All other)	20
25.	Turkey (For meat production)	70
26.	Turkey (Parent breeder)	250
27.	Turkey (Grandparent breeder)	700
28.	Turkey (Primary breeder foundation stock)	1,050
29.	Duck (For meat production)	28
30.	Duck (For egg production)	60
31.	Duck (Parent breeder)	85
32.	Duck (Grandparent breeder)	250
33.	Goose (For meat production)	40
34.	Goose (Parent breeder)	100
35.	Goose (Grandparent breeder)	300
36.	Bobwhite, Northern	500

Item	Column 1 Type of Livestock or Poultry	Column 2 Maximum Amount (\$)
37.	Grouse, Ruffled	500
38.	Grouse, Sharp-tailed	500
39.	Grouse, Spruce	500
40.	Partridge, Gray (Hungarian)	500
41.	Pheasant, Ring-necked	500
42.	Ptarmigan, Rock	500
43.	Ptarmigan, Willow	500
44.	Turkey, Wild	500

Commencement

2. This Regulation comes into force on the latest of,
- (a) the day subsections 4 (1) and (14) of Schedule 1 of the *Open for Business Act, 2010* come into force;
- (b) July 1, 2011; and
- (c) the day it is filed.

RÈGLEMENT DE L'ONTARIO 329/11

pris en vertu de la

LOI SUR LA PROTECTION DU BÉTAIL, DE LA VOLAILLE ET DES ABEILLES

pris le 27 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 30 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011**TAUX D'INDEMNISATION DES DOMMAGES CAUSÉS AU BÉTAIL ET À LA VOLAILLE****Indemnités maximales**

1. (1) Pour l'application du paragraphe 4 (14) de la Loi, le montant maximal des indemnités versées pour le bétail et la volaille correspond au montant indiqué à la colonne 2 du tableau du présent article en regard du type de bétail ou de volaille à la colonne 1.

(2) La définition qui suit s'applique au tableau du présent article.

«enregistré» Relativement à un type de bétail figurant au tableau, enregistré auprès de l'association d'élevage pour le type de bétail en question.

TABLEAU

Point	Colonne 1 Type de bétail ou de volaille	Colonne 2 Montant maximal (\$)
Bétail		
1.	Bovin (enregistré)	8 000
2.	Bovin (non enregistré)	2 500
3.	Mouton (enregistré)	1 200
4.	Mouton (non enregistré)	300
5.	Chèvre (enregistrée)	1 000
6.	Chèvre (non enregistrée)	600
7.	Porc (enregistré)	5 000
8.	Porc (non enregistré)	2 000
9.	Cheval	8 000
10.	Lapin (reproducteur destiné à la production de viande)	40
11.	Lapin (autres)	30
12.	Vison	150
13.	Renard	1 500
14.	Raton laveur	75
15.	Pékan	250
16.	Martre	250
17.	Lynx	2 000

Point	Colonne 1 Type de bétail ou de volaille	Colonne 2 Montant maximal (\$)
Volaille		
18.	Poulet (destiné à la production d'oeufs)	30
19.	Poulet (reproducteur parent destiné à la production d'oeufs)	60
20.	Poulet (reproducteur grand-parent destiné à la production d'oeufs)	120
21.	Poulet (reproducteur parent destiné à la production de viande)	60
22.	Poulet (reproducteur grand-parent destiné à la production de viande)	100
23.	Poulet (oiseau reproducteur-souche)	1 200
24.	Poulet (autre)	20
25.	Dindon (destiné à la production de viande)	70
26.	Dindon (reproducteur parent)	250
27.	Dindon (reproducteur grand-parent)	700
28.	Dindon (oiseau reproducteur-souche)	1 050
29.	Canard (destiné à la production de viande)	28
30.	Canard (destiné à la production d'oeufs)	60
31.	Canard (reproducteur parent)	85
32.	Canard (reproducteur grand-parent)	250
33.	Oie (destiné à la production de viande)	40
34.	Oie (reproducteur parent)	100
35.	Oie (reproducteur grand-parent)	300
36.	Colin de Virginie	500
37.	Gélinotte huppée	500
38.	Tétras à queue fine	500
39.	Tétras du Canada	500
40.	Perdrix grise (perdrix de Hongrie)	500
41.	Faisan à collier	500
42.	Lagopède alpin	500
43.	Lagopède des saules	500
44.	Dindon sauvage	500

Entrée en vigueur**2. Le présent règlement entre en vigueur le dernier en date des jours suivants :**

- a) le jour de l'entrée en vigueur des paragraphes 4 (1) et (14) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;
- b) le 1^{er} juillet 2011;
- c) le jour de son dépôt.

Made by:
Pris par :

La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales

CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 27, 2011.
Pris le : 27 juin 2011.

ONTARIO REGULATION 330/11

made under the

LIVESTOCK, POULTRY AND HONEY BEE PROTECTION ACT

Made: June 27, 2011

Filed: June 28, 2011

Published on e-Laws: June 30, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Revoking Reg. 731 of R.R.O. 1990

(Application for Payment of a Grant)

Note: Regulation 731 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

Revocation

- 1. Regulation 731 of the Revised Regulations of Ontario, 1990 is revoked.**

Commencement

- 2. This Regulation comes into force on the latest of,**
 - (a) the day subsections 4 (1) and (14) of Schedule 1 to the *Open for Business Act, 2010* come into force;**
 - (b) July 1, 2011; and**
 - (c) the day it is filed.**

RÈGLEMENT DE L'ONTARIO 330/11

pris en vertu de la

LOI SUR LA PROTECTION DU BÉTAIL, DE LA VOLAILLE ET DES ABEILLES

pris le 27 juin 2011

déposé le 28 juin 2011

publié sur le site Lois-en-ligne le 30 juin 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

abrogeant le Règl. 731 des R.R.O. de 1990

(Demande de subvention)

Remarque : Le Règlement 731 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

Abrogation

- 1. Le Règlement 731 des Règlements refondus de l'Ontario de 1990 est abrogé.**

Entrée en vigueur

- 2. Le présent règlement entre en vigueur le dernier en date des jours suivants :**
 - a) le jour de l'entrée en vigueur des paragraphes 4 (1) et (14) de l'annexe 1 de la *Loi de 2010 favorisant un Ontario propice aux affaires*;**
 - b) le 1^{er} juillet 2011;**
 - c) le jour de son dépôt.**

Made by:

Pris par :

*La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,*CAROL MITCHELL
Minister of Agriculture, Food and Rural Affairs

Date made: June 27, 2011.

Pris le : 27 juin 2011.

29/11

ONTARIO REGULATION 331/11

made under the

PERSONAL HEALTH INFORMATION PROTECTION ACT, 2004

Made: June 1, 2011
 Filed: June 30, 2011
 Published on e-Laws: July 4, 2011
 Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 329/04
 (General)

Note: Ontario Regulation 329/04 has previously been amended. For the legislative history of the Regulation, see the Table of Consolidated Regulations – Detailed Legislative History at www.e-Laws.gov.on.ca.

1. (1) Clause 6.1 (b) of Ontario Regulation 329/04 is revoked and the following substituted:

(b) permit eHealth Ontario to comply with sections 6 and 6.2 of this Regulation, as applicable.

(2) Clause 6.1 (b) of the Regulation, as remade by subsection (1), is revoked and the following substituted:

(b) permit eHealth Ontario to comply with section 6 of this Regulation.

2. (1) The Regulation is amended by adding the following section:**eHealth Ontario**

6.2 (1) Where a health information custodian provides personal health information to eHealth Ontario for the purpose of eHealth Ontario creating or maintaining one or more electronic health records, and eHealth Ontario satisfies the requirements listed in subsection (2),

- (a) the health information custodian shall not be considered in so providing the personal health information to be making it available or to be releasing it to eHealth Ontario for the purposes of those expressions as used in the definition of “disclose” in section 2 of the Act;
- (b) eHealth Ontario shall not be considered to be gathering, acquiring, receiving or obtaining the personal health information for the purposes of those expressions as used in the definition of “collect” in section 2 of the Act.

(2) eHealth Ontario shall comply with the following requirements in creating or maintaining one or more electronic health records:

- 1. It shall limit the personal health information it receives to that which is reasonably necessary for the purpose of creating or maintaining one or more electronic health records.
- 2. It shall not permit its employees or any other person acting on its behalf to access the personal health information received for the purpose of creating or maintaining one or more electronic health records unless the employee or person acting on behalf of eHealth Ontario agrees to comply with the restrictions that apply to eHealth Ontario.
- 3. It shall notify, at the first reasonable opportunity, every health information custodian that provided it with personal health information for the purpose of creating or maintaining one or more electronic health records if the personal health information is stolen, lost or accessed by unauthorized persons.
- 4. It shall make available, to the public and to each health information custodian that provided personal health information to it for the purpose of creating or maintaining one or more electronic health records,
 - i. a plain language description of the electronic health record, including a general description of the administrative, technical and physical safeguards in place to,
 - A. protect against theft, loss and unauthorized use or disclosure of personal health information contained in the electronic health record,
 - B. protect the electronic health record against unauthorized copying, modification or disposal, and
 - C. protect the integrity, security and confidentiality of the personal health information contained in the electronic health record, and
 - ii. any directives, guidelines and policies of eHealth Ontario that apply to the personal health information contained in the electronic health record to the extent that these do not reveal a trade secret or confidential scientific, technical, commercial or labour relations information.

5. It shall take steps that are reasonable in the circumstances to keep an electronic record of all accesses to all or part of the personal health information contained in the electronic health record, and shall ensure that record identifies the person who accessed the information and the date, time and location of the access.
6. It shall perform, for each electronic health record created or maintained, an assessment with respect to,
 - i. threats, vulnerabilities and risks to the security and integrity of the personal health information contained in the electronic health record, and
 - ii. how the electronic health record may affect the privacy of the individuals who are the subject of the information.
7. It shall,
 - i. make available to each health information custodian that provides personal health information to it for the purposes of creating or maintaining one or more electronic health records a written copy of the results of the assessment carried out under paragraph 6 for each record created or maintained for that custodian, and
 - ii. make available to the public a summary of the results of the assessments carried out under paragraph 6.
8. It shall ensure that any third party it retains to assist in providing services for the purposes of creating or maintaining one or more electronic health records agrees to comply with the restrictions and conditions that are necessary to enable the eHealth Ontario to comply with all these requirements.

(3) Section 6 does not apply to eHealth Ontario when it is creating or maintaining one or more electronic health records under this section.

(4) In this section,

“creating or maintaining one or more electronic health records” includes creating, integrating, managing, maintaining or servicing one or more electronic health records, and includes,

- (a) conducting data quality assurance activities on the personal health information provided to eHealth Ontario by health information custodians, and
- (b) conducting analyses of the personal health information in order to provide alerts and reminders to health information custodians who have provided personal health information to eHealth Ontario, for the custodian’s use in the provision of health care to individuals; (“créer ou tenir un ou plusieurs dossiers de santé électroniques”)

“electronic health record” means a record of personal health information created or maintained in electronic form by eHealth Ontario to enable health information custodians to use electronic means to disclose personal health information to one another for the purpose of providing or assisting in the provision of health care to the individual whose personal health information is contained in the record. (“dossier de santé électronique”)

(2) Section 6.2 of the Regulation, as made by subsection (1), is revoked.

Commencement

3. (1) Subject to subsection (2), this Regulation comes into force on the day it is filed.

(2) Subsections 1 (2) and 2 (2) come into force on December 31, 2013.

RÈGLEMENT DE L'ONTARIO 331/11

pris en vertu de la

LOI DE 2004 SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS SUR LA SANTÉ

pris le 1^{er} juin 2011

déposé le 30 juin 2011

publié sur le site Lois-en-ligne le 4 juillet 2011

imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 329/04

(Dispositions générales)

Remarque : Le Règlement de l'Ontario 329/04 a été modifié antérieurement. Ces modifications sont indiquées dans l'Historique législatif détaillé des règlements codifiés sur le site www.lois-en-ligne.gouv.on.ca.

1. (1) L'alinéa 6.1 b) du Règlement de l'Ontario 329/04 est abrogé et remplacé par ce qui suit :

- b) d'autre part, permettent à Cybersanté Ontario de se conformer aux articles 6 et 6.2 du présent règlement, selon le cas.

(2) L'alinéa 6.1 b) du Règlement, tel qu'il est pris de nouveau par le paragraphe (1), est abrogé et remplacé par ce qui suit :

b) d'autre part, permettent à Cybersanté Ontario de se conformer à l'article 6 du présent règlement.

2. (1) Le Règlement est modifié par adjonction de l'article suivant :

Cybersanté Ontario

6.2 (1) Si un dépositaire de renseignements sur la santé fournit des renseignements personnels sur la santé à Cybersanté Ontario pour lui permettre de créer ou de tenir un ou plusieurs dossiers de santé électroniques et que Cybersanté Ontario satisfait aux exigences énumérées au paragraphe (2) :

- a) le dépositaire de renseignements sur la santé, lorsqu'il fournit les renseignements en question, ne doit pas être considéré comme les mettant à la disposition de Cybersanté Ontario ou les lui communiquant pour l'application de ces expressions, telles qu'elles sont utilisées dans la définition de «divulguer» à l'article 2 de la Loi;
- b) Cybersanté Ontario ne doit pas être considéré comme rassemblant, recevant ou obtenant les renseignements en question pour l'application de ces expressions, telles qu'elles sont utilisées dans la définition de «recueillir» à l'article 2 de la Loi.

(2) Cybersanté Ontario se conforme aux exigences suivantes au moment de créer ou de tenir un ou plusieurs dossiers de santé électroniques :

1. Il limite les renseignements personnels sur la santé qu'il reçoit aux renseignements raisonnablement nécessaires pour qu'il puisse créer ou tenir un ou plusieurs dossiers de santé électroniques.
2. Il ne doit pas permettre à ses employés ou à quiconque agit en son nom d'avoir accès aux renseignements personnels sur la santé reçus pour créer ou tenir un ou plusieurs dossiers de santé électroniques à moins que ceux-ci ne conviennent de se soumettre aux restrictions applicables à Cybersanté Ontario.
3. Il avise chaque dépositaire de renseignements sur la santé qui lui a fourni des renseignements personnels sur la santé pour qu'il puisse créer ou tenir un ou plusieurs dossiers de santé électroniques, à la première occasion raisonnable, en cas de vol ou de perte de ces renseignements ou d'accès à ceux-ci par des personnes non autorisées.
4. Il met les documents suivants à la disposition du public et de chaque dépositaire de renseignements sur la santé qui lui a fourni des renseignements personnels sur la santé pour qu'il puisse créer ou tenir un ou plusieurs dossiers de santé électroniques :
 - i. une description claire du dossier de santé électronique, y compris une description générale des mesures de précaution d'ordre administratif, technique et physique qui ont été mises en place aux fins suivantes :
 - A. éviter le vol, la perte et l'utilisation ou la divulgation non autorisée des renseignements personnels sur la santé figurant dans le dossier de santé électronique,
 - B. éviter la duplication, la modification ou l'élimination non autorisées du dossier de santé électronique,
 - C. protéger l'intégrité, la sécurité et la confidentialité des renseignements personnels sur la santé figurant dans le dossier de santé électronique,
 - ii. ses directives, lignes directrices et politiques, le cas échéant, qui s'appliquent aux renseignements personnels sur la santé figurant dans le dossier de santé électronique, dans la mesure où elles ne révèlent pas de secret industriel ni de renseignements confidentiels d'ordre scientifique, technique ou commercial ou qui ont trait aux relations de travail.
5. Il prend les mesures raisonnables dans les circonstances pour tenir un dossier électronique de tous les cas d'accès à la totalité ou à une partie des renseignements personnels sur la santé figurant dans le dossier de santé électronique et veiller à ce que ce dossier électronique indique le nom de la personne qui a accédé aux renseignements et les date, heure et lieu de l'accès.
6. Il évalue, à l'égard de chaque dossier de santé électronique qui est créé ou tenu :
 - i. les menaces, les points faibles et les risques qui existent en matière de protection et d'intégrité des renseignements personnels sur la santé figurant dans le dossier,
 - ii. l'impact possible du dossier sur la vie privée des particuliers que concernent les renseignements.
7. Il met :
 - i. à la disposition de chaque dépositaire de renseignements sur la santé qui lui fournit des renseignements personnels sur la santé pour qu'il puisse créer ou tenir un ou plusieurs dossiers de santé électroniques une copie des résultats de l'évaluation réalisée en application de la disposition 6 à l'égard de chaque dossier qui est créé ou tenu pour ce dépositaire,

ii. à la disposition du public un résumé des résultats des évaluations réalisées en application de la disposition 6.

8. Il veille à ce que les tiers qu'il engage pour l'aider à fournir des services lui permettant de créer ou de tenir un ou plusieurs dossiers de santé électroniques conviennent de se soumettre aux restrictions et de respecter les conditions nécessaires pour lui permettre de se conformer à toutes ces exigences.

(3) L'article 6 ne s'applique pas à Cybersanté Ontario lors d'activités entreprises pour créer ou tenir un ou plusieurs dossiers de santé électroniques en application du présent article.

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

«créer ou tenir un ou plusieurs dossiers de santé électroniques» S'entend notamment de la création, de l'intégration, de la gestion, de la tenue ou du traitement d'un ou de plusieurs dossiers de santé électroniques, y compris de ce qui suit :

a) la réalisation d'activités d'assurance de la qualité des données à l'égard des renseignements personnels sur la santé que les dépositaires de renseignements sur la santé ont fournis à Cybersanté Ontario;

b) la réalisation d'analyses des renseignements personnels sur la santé afin d'envoyer des alertes et des rappels aux dépositaires de renseignements sur la santé qui ont fourni de tels renseignements à Cybersanté Ontario, pour que les dépositaires s'en servent lors de la prestation de soins de santé aux particuliers. («creating or maintaining one or more electronic health records»)

«dossier de santé électronique» Dossier de renseignements personnels sur la santé que Cybersanté Ontario crée ou tient sous forme électronique pour permettre aux dépositaires de renseignements sur la santé d'utiliser des moyens électroniques pour se divulguer des renseignements personnels sur la santé les uns aux autres à des fins de prestation ou d'aide à la prestation de soins de santé au particulier visé par ces renseignements. («electronic health record»)

(2) L'article 6.2 du Règlement, tel qu'il est pris par le paragraphe (1), est abrogé.

Entrée en vigueur

3. (1) Sous réserve du paragraphe (2), le présent règlement entre en vigueur le jour de son dépôt.

(2) Les paragraphes 1 (2) et 2 (2) entrent en vigueur le 31 décembre 2013.

29/11

ONTARIO REGULATION 332/11

made under the

ONTARIO LABOUR MOBILITY ACT, 2009

Made: June 22, 2011

Filed: June 30, 2011

Published on e-Laws: July 4, 2011

Printed in *The Ontario Gazette*: July 16, 2011

Amending O. Reg. 505/10

(Monitors for Non-Governmental Regulatory Authorities)

Note: Ontario Regulation 505/10 has not previously been amended.

1. The Table to section 1 of Ontario Regulation 505/10 is revoked and the following substituted:

TABLE

Monitors for Non-Governmental Regulatory Authorities		
Column 1	Column 2	Column 3
Item	Ontario Regulatory Authority	Monitor
1.	Association of Architectural Technologists of Ontario	Attorney General
2.	Association of the Chemical Profession of Ontario	Minister of the Environment
3.	Association of Chartered Industrial Designers of Ontario	Minister of Training, Colleges and Universities
4.	Association of Municipal Clerks and Treasurers of Ontario	Minister of Municipal Affairs and Housing
5.	Association of Ontario Road Supervisors	Minister of Municipal Affairs and Housing

Monitors for Non-Governmental Regulatory Authorities		
Column 1	Column 2	Column 3
Item	Ontario Regulatory Authority	Monitor
6.	The Association of Registered Graphic Designers of Ontario	Minister of Training, Colleges and Universities
7.	The Association of Registered Interior Designers of Ontario	Minister of Training, Colleges and Universities
8.	Association of Translators and Interpreters of Ontario	Attorney General
9.	The Chartered Institute of Marketing Management of Ontario	Minister of Training, Colleges and Universities
10.	The Institute of Chartered Secretaries and Administrators in Ontario	Minister of Training, Colleges and Universities
11.	Human Resources Professionals Association	Minister of Training, Colleges and Universities
12.	Institute of Certified Management Consultants of Ontario	Minister of Training, Colleges and Universities
13.	Institute of Municipal Assessors	Minister of Finance
14.	Municipal Law Enforcement Officers' Association (Ontario) Inc.	Minister of Municipal Affairs and Housing
15.	Ontario Association of Certified Engineering Technicians and Technologists	Attorney General
16.	Ontario Association of Home Inspectors	Minister of Municipal Affairs and Housing
17.	The Ontario Association of Landscape Architects	Attorney General
18.	Ontario Association of Property Standards Officers	Minister of Municipal Affairs and Housing
19.	Ontario Association of Veterinary Technicians	Minister of Agriculture, Food and Rural Affairs
20.	Ontario Building Officials Association	Minister of Municipal Affairs and Housing
21.	Ontario Home Economics Association	Minister of Training, Colleges and Universities
22.	Ontario Institute of the Purchasing Management Association of Canada Inc.	Minister of Training, Colleges and Universities
23.	Ontario Professional Planners Institute	Minister of Municipal Affairs and Housing
24.	The Ontario Registered Music Teachers' Association	Minister of Education

Commencement**2. This Regulation comes into force on the day it is filed.****RÈGLEMENT DE L'ONTARIO 332/11**

pris en vertu de la

LOI ONTARIENNE DE 2009 SUR LA MOBILITÉ DE LA MAIN-D'ŒUVRE

pris le 22 juin 2011
déposé le 30 juin 2011
publié sur le site Lois-en-ligne le 4 juillet 2011
imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

modifiant le Règl. de l'Ont. 505/10

(Organes de contrôle des autorités de réglementation non gouvernementales)

Remarque : Le Règlement de l'Ontario 505/10 n'a pas été modifié antérieurement.

1. Le tableau de l'article 1 du Règlement de l'Ontario 505/10 est abrogé et remplacé par ce qui suit :

TABLEAU

Organes de contrôle des autorités de réglementation non gouvernementales		
Colonne 1	Colonne 2	Colonne 3
Point	Autorité de réglementation ontarienne	Organe de contrôle
1.	Association of Architectural Technologists of Ontario	Procureur général
2.	Association of the Chemical Profession of Ontario	Ministre de l'Environnement
3.	Association of Chartered Industrial Designers of Ontario	Ministre de la Formation et des Collèges et Universités

Organes de contrôle des autorités de réglementation non gouvernementales		
Colonne 1	Colonne 2	Colonne 3
Point	Autorité de réglementation ontarienne	Organe de contrôle
4.	Association of Municipal Clerks and Treasurers of Ontario	Ministre des Affaires municipales et du Logement
5.	Association of Ontario Road Supervisors	Ministre des Affaires municipales et du Logement
6.	The Association of Registered Graphic Designers of Ontario	Ministre de la Formation et des Collèges et Universités
7.	The Association of Registered Interior Designers of Ontario	Ministre de la Formation et des Collèges et Universités
8.	Association des traducteurs et interprètes de l'Ontario	Procureur général
9.	The Chartered Institute of Marketing Management of Ontario	Ministre de la Formation et des Collèges et Universités
10.	The Institute of Chartered Secretaries and Administrators in Ontario	Ministre de la Formation et des Collèges et Universités
11.	Human Resources Professionals Association	Ministre de la Formation et des Collèges et Universités
12.	Institute of Certified Management Consultants of Ontario	Ministre de la Formation et des Collèges et Universités
13.	Institute of Municipal Assessors	Ministre des Finances
14.	Municipal Law Enforcement Officers' Association (Ontario) Inc.	Ministre des Affaires municipales et du Logement
15.	Ontario Association of Certified Engineering Technicians and Technologists	Procureur général
16.	Ontario Association of Home Inspectors	Ministre des Affaires municipales et du Logement
17.	The Ontario Association of Landscape Architects	Procureur général
18.	Ontario Association of Property Standards Officers	Ministre des Affaires municipales et du Logement
19.	Ontario Association of Veterinary Technicians	Ministre de l'Agriculture, de l'Alimentation et des Affaires rurales
20.	Ontario Building Officials Association	Ministre des Affaires municipales et du Logement
21.	Ontario Home Economics Association	Ministre de la Formation et des Collèges et Universités
22.	Ontario Institute of the Purchasing Management Association of Canada Inc.	Ministre de la Formation et des Collèges et Universités
23.	Ontario Professional Planners Institute	Ministre des Affaires municipales et du Logement
24.	The Ontario Registered Music Teachers' Association	Ministre de l'Éducation

Entrée en vigueur

2. Le présent règlement entre en vigueur le jour de son dépôt.

29/11

ONTARIO REGULATION 333/11

made under the

ONTARIO LABOUR MOBILITY ACT, 2009

Made: May 19, 2011

Filed: June 30, 2011

Published on e-Laws: July 4, 2011

Printed in *The Ontario Gazette*: July 16, 2011

AMENDMENTS TO TABLE 1 TO ACT

Amendment

1. Table 1 of the *Ontario Labour Mobility Act, 2009* is amended by adding the following items:

28.1	<i>Commodity Futures Act</i>	Ontario Securities Commission
.		
31.1	<i>Insurance Act</i>	Financial Services Commission of Ontario

32.1	<i>Mortgage Brokerages, Lenders and Administrators Act, 2006</i>	Financial Services Commission of Ontario
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39.1	<i>Registered Insurance Brokers Act</i>	Registered Insurance Brokers of Ontario
39.2	<i>Securities Act</i>	Ontario Securities Commission

Amendment**2. Table 1 of the Act is amended by adding the following item:**

56.1	<i>Private Security and Investigative Services Act, 2005</i>	Registrar, as defined in section 1 of the authorizing statute
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Commencement**3. (1) Subject to subsection (2), this Regulation comes into force on the day it is filed.****(2) Section 1 comes into force on the later of July 1, 2011 and the day it is filed.****RÈGLEMENT DE L'ONTARIO 333/11**

pris en vertu de la

LOI ONTARIENNE DE 2009 SUR LA MOBILITÉ DE LA MAIN-D'ŒUVRE

pris le 19 mai 2011
déposé le 30 juin 2011
publié sur le site Lois-en-ligne le 4 juillet 2011
imprimé dans la *Gazette de l'Ontario* le 16 juillet 2011

MODIFICATION DU TABLEAU 1 DE LA LOI**Modification****1. Le tableau 1 de la Loi ontarienne de 2009 sur la mobilité de la main-d'oeuvre est modifié par adjonction des points suivants :**

28.1	<i>Loi sur les contrats à terme sur marchandises</i>	Commission des valeurs mobilières de l'Ontario
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31.1	<i>Loi sur les assurances</i>	Commission des services financiers de l'Ontario
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32.1	<i>Loi de 2006 sur les maisons de courtage d'hypothèques, les prêteurs hypothécaires et les administrateurs d'hypothèques</i>	Commission des services financiers de l'Ontario
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39.1	<i>Loi sur les courtiers d'assurances inscrits</i>	Courtiers d'assurances inscrits de l'Ontario
39.2	<i>Loi sur les valeurs mobilières</i>	Commission des valeurs mobilières de l'Ontario

Modification**2. Le tableau 1 de la Loi est modifié par adjonction du point suivant :**

56.1	<i>Loi de 2005 sur les services privés de sécurité et d'enquête</i>	Registreur au sens de l'article 1 de la loi habilitante
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Entrée en vigueur**3. (1) Sous réserve du paragraphe (2), le présent règlement entre en vigueur le jour de son dépôt.**

(2) L'article 1 entre en vigueur le dernier en date du 1^{er} juillet 2011 et du jour de son dépôt.

Made by:
Pris par :

Le ministre de la Formation et des Collèges et Universités,

JOHN CHRISTOPHER MILLOY
Minister of Training, Colleges and Universities

Date made: May 19, 2011.
Pris le : 19 mai 2011.

29/11

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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