



# The Ontario Gazette

# La Gazette de l'Ontario

Vol. 144-43  
Saturday, 22 October 2011

Toronto

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Le samedi 22 Octobre 2011

## Parliamentary Notice

## Avis parlementaire

### RETURN OF MEMBERS

Notice is Hereby Given of the receipt of the return of members on or after the Fourteenth day of October 2011, to represent the following Electoral Districts in the Legislative Assembly of the Province of Ontario:

### ÉLECTIONS DES DÉPUTÉS

Nous accusons réception par la présente des résultats du scrutin, le quatorzième jour d'octobre 2011, ou après, indiquant l'élection des députés représentant les circonscriptions électorales suivantes à l'Assemblée législative de la province de l'Ontario :

#### Electoral Districts / Circonscriptions électorales

1. Ajax-Pickering	Joe Dickson
2. Algoma-Manitoulin	Michael Mantha
3. Ancaster-Dundas-Flamborough-Westdale	Ted M <sup>c</sup> Meekin
4. Barrie	Rod Jackson
5. Beaches-East York	Michael Prue
6. Bramalea-Gore-Malton	Jagmeet Singh
7. Brampton-Springdale	Linda Jeffrey
8. Brampton West / Brampton-Ouest	Vic Dhillon
9. Brant	Dave Levac
10. Bruce-Grey-Owen Sound	Bill Walker
11. Burlington	Jane McKenna
12. Cambridge	Rob Leone
13. Carleton-Mississippi Mills	Jack MacLaren
14. Chatham-Kent-Essex	Rick Nicholls
15. Davenport	Jonah Schein
16. Don Valley East / Don Valley-Est	Michael Coteau
17. Don Valley West / Don Valley-Ouest	Kathleen Wynne
18. Dufferin-Caledon	Sylvia Jones
19. Durham	John O'Toole
20. Eglinton-Lawrence	Mike Colle
21. Elgin-Middlesex-London	Jeff Yurek
22. Essex	Taras Natyshak
23. Etobicoke Centre / Etobicoke-Centre	Donna Cansfield
24. Etobicoke-Lakeshore	Laurel Broten
25. Etobicoke North / Etobicoke-Nord	Shafiq Qadri
26. Glengarry-Prescott-Russell	Grant Crack
27. Guelph	Liz Sandals
28. Haldimand-Norfolk	Toby Barrett
29. Haliburton-Kawartha Lakes-Brock	Laurie Scott
30. Halton	Ted Chudleigh
31. Hamilton Centre / Hamilton-Centre	Andrea Horwath
32. Hamilton East-Stoney Creek / Hamilton-Est-Stoney Creek	Paul Miller
33. Hamilton Mountain	Monique Taylor
34. Huron-Bruce	Lisa Thompson

35.	Kenora-Rainy River	Sarah Campbell
36.	Kingston and the Islands / Kingston et les Îles	John Gerretsen
37.	Kitchener Centre / Kitchener-Centre	John Milloy
38.	Kitchener-Conestoga	Michael Harris
39.	Kitchener-Waterloo	Elizabeth Witmer
40.	Lambton-Kent-Middlesex	Monte McNaughton
41.	Lanark-Frontenac-Lennox and Addington	Randy Hillier
42.	Leeds-Grenville	Steve Clark
43.	London-Fanshawe	Teresa Armstrong
44.	London North Centre / London-Centre-Nord	Deb Matthews
45.	London West / London-Ouest	Chris Bentley
46.	Markham-Unionville	Michael Chan
47.	Mississauga-Brampton South / Mississauga-Brampton-Sud	Amrit Mangat
48.	Mississauga East-Cooksville / Mississauga-Est-Cooksville	Dipika Damerla
49.	Mississauga-Erindale	Harinder Takhar
50.	Mississauga South / Mississauga-Sud	Charles Sousa
51.	Mississauga-Streetsville	Bob Delaney
52.	Nepean-Carleton	Lisa MacLeod
53.	Newmarket-Aurora	Frank Klees
54.	Niagara Falls	Kim Craitor
55.	Niagara West-Glanbrook / Niagara-Ouest-Glanbrook	Tim Hudak
56.	Nickel Belt	France Gélinas
57.	Nipissing	Vic Fedeli
58.	Northumberland-Quinte West	Rob Milligan
59.	Oak Ridges-Markham	Helena Jaczek
60.	Oakville	Kevin Flynn
61.	Oshawa	Jerry J. Ouellette
62.	Ottawa Centre / Ottawa-Centre	Yasir Naqvi
63.	Ottawa-Orléans	Phil McNeely
64.	Ottawa South / Ottawa-Sud	Dalton McGuinty
65.	Ottawa-Vanier	Madeleine Meilleur
66.	Ottawa West-Nepean / Ottawa-Ouest-Nepean	Bob Chiarelli
67.	Oxford	Ernie Hardeman
68.	Parkdale-High Park	Cheri DiNovo
69.	Parry Sound-Muskoka	Norm Miller
70.	Perth-Wellington	Randy Pettapiece
71.	Peterborough	Jeff Leal
72.	Pickering-Scarborough East / Pickering-Scarborough-Est	Tracy MacCharles
73.	Prince Edward-Hastings	Todd Smith
74.	Renfrew-Nipissing-Pembroke	John Yakabuski
75.	Richmond Hill	Reza Moridi
76.	St. Catharines	Jim Bradley
77.	St. Paul's	Eric Hoskins
78.	Sarnia-Lambton	Bob Bailey
79.	Sault Ste. Marie	David Oraziotti
80.	Scarborough-Agincourt	Soo Wong
81.	Scarborough Centre / Scarborough-Centre	Brad Duguid
82.	Scarborough-Guildwood	Margarett Best
83.	Scarborough-Rouge River	Bas Balkissoon
84.	Scarborough Southwest / Scarborough-Sud-Ouest	Lorenzo Berardinetti
85.	Simcoe-Grey	Jim Wilson
86.	Simcoe North / Simcoe-Nord	Garfield Dunlop
87.	Stormont-Dundas-South Glengarry	Jim McDonell
88.	Sudbury	Rick Bartolucci
89.	Thornhill	Peter Shurman
90.	Thunder Bay-Atikokan	Bill Mauro
91.	Thunder Bay-Superior North / Thunder Bay-Superior-Nord	Michael Gravelle
92.	Timiskaming-Cochrane	John Vanthof
93.	Timmins-James Bay / Timmins-Baie James	Gilles Bisson
94.	Toronto Centre / Toronto-Centre	Glen Murray
95.	Toronto-Danforth	Peter Tabuns
96.	Trinity-Spadina	Rosario Marchese
97.	Vaughan	Greg Sorbara
98.	Welland	Cindy Forster
99.	Wellington-Halton Hills	Ted Arnett
100.	Whitby-Oshawa	Christine Elliott
101.	Willowdale	David Zimmer
102.	Windsor-Tecumseh	Dwight Duncan
103.	Windsor West / Windsor-Ouest	Teresa Piruzza

104. York Centre / York-Centre  
 105. York-Simcoe  
 106. York South-Weston / York-Sud-Weston  
 107. York West / York-Ouest

Monte Kwinter  
 Julia Munro  
 Laura Albanese  
 Mario Sergio

Dated this 22nd day of October, 2011/Daté ce 22ième jour d'octobre 2011

(144-G504)

GREG ESSENSA  
 Chief Electoral Officer  
 Directeur général des élections

## 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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#### 2011-10-22

AAA CAR RENTAL INC.	001459817
ABLE PAVERS & CONTRACTING INC.	001263690
ACROPOLIS TRANSPORT INC.	002106796
ADD THE LOGO INC.	002099737
ADVANCED LASER & SKIN CLINIC INC.	002015253
AKH ENTERPRISES LTD.	002053944
AMTHOR TECHNOLOGIES INC.	000505441
ANCHOR CONSULTANTS INC	000540189
BERING CONTRACTING (1985) LTD.	000641044
BEST TRADE CORP.	001651785
BUONA PANINI INC.	002022326
CARIBBEAN EXPLORATION SERVICES LIMITED	000829061
CARNIVAL OF FLOWERS INC.	000946445
CAROL'S GROOMING SERVICES INC.	001590492
CFO INTERNATIONAL SERVICES INC.	001455545
CHATHAM RUBBER MANUFACTURING CORPORATION	001494567
CHICAGO NICK'S PIZZA INC.	002021117
CHKC ENTERPRISES INC.	000940409

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
COMPUCARE SYSTEMS LTD.	000965017
COMPUTER EXPERIENCES INC.	002026074
COPY COPY EXPRESS LIMITED	001474634
COULTER'S MILL PAINT & DECORATING LTD.	001102045
CRAIG WHITEMAN ENTERPRISES INC.	001498771
DC ROOFING LTD.	001666016
DELDRIVE SERVICES INC.	001522262
DEMOES DESIGNS & BUSINESS INTERIORS LTD.	001688884
DML SYSTEMS INC.	001489109
DOU NORTH INVESTMENTS INC.	001469576
EGL INC.	001419029
F & G PIZZERIA/RESTAURANT INC.	000986020
GERMARC INVESTMENTS LIMITED	000651396
GLOBEX TIRE AND MORE INC.	001624403
GRANDMA LEE'S MARKETING SERVICES INC.	000726180
JACK & JILL FARMS LTD	000503385
JAYDEES CONCEPTS INC.	001196691
JOHN UDROVSKIS-COPPERSMITH & CO. LTD.	000788697
K.C. CONSTRUCTION INC.	000808246
KARMAC LIMITED	001021987
KEMA COATINGS LIMITED	001350368
KLARECROFT CONSULTING INC.	001042529
LAPTOP CENTRE INC.	001323081
LDI SALES INC.	001511790
LRD OF CANADA LTD.	001053900
LUMAREX INC.	000969104
LYNNE KOZINA & ASSOCIATES INC.	001135909
MID-CANADA CONSTRUCTION CORP.	001188147
MILLIKEN MEDICAL CENTRE INC.	002073824
MITIAS INCORPORATED	001137075
MONEY INSTANTLY SERVICES LTD.	001453174
MOVE CANADA MOVING & STORAGE LTD.	001525927
NOOR TRUCKING INC.	002016831
PEARL FINISH PAINTING LTD.	001632173
R&L GRANITE AND MARBLE INC.	001628977
RAMP MANUFACTURERS OF CANADA INC.	001581655
RAPID PROTOTYPES INC.	001178676
REAL ESTATE INSPECTION SERVICES LTD.	000852158
SABAWI SOFTWARE CONSULTING INC.	001058272
SAM FRY ENTERPRISES LIMITED	000263296
SNAPPIN' GATOR INC.	001169446
STEPHOS MANAGEMENT SERVICES LIMITED	000752385
STRATEGIC HIGHWAY PLACEMENTS INC.	001158479
SUPERIOR TRUSTCO INC.	002056522
TCBH INC.	002063955
TECSUM INTERNATIONAL PROJECT CONSULTANT LTD.	002080029
THE NELSON GROUP LTD.	001007821
THE NORTHWEST METALS COMPANY INC.	001561507

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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THREEKE TRANSPORT INC.	001365145
TKN HOLDINGS & LICENSING INC.	001262430
TRIBURY CONSTRUCTION LTD.	000764612
VALULINK CAPITAL INC.	002109926
VECTOR LIMITED	001247044
VICTORIAN OFFICE PROFESSIONALS LTD.	001094945
WAVES DESIGN GROUP INC.	001156245
WELDING TECHNOLOGIES INC.	001103295
WILDLIFE ART INTERNATIONAL INC.	001175761
WORTH INTERNATIONAL LTD.	001138605
WYCH INC.	001510763
Z.J. INTERIORS LTD.	001480681
ZIP REALTY SERVICES INC.	002044181
1022141 ONTARIO LIMITED	001022141
1087449 ONTARIO LIMITED	001087449
1111651 ONTARIO LIMITED	001111651
1164526 ONTARIO INC.	001164526
1166544 ONTARIO LTD.	001166544
1213677 ONTARIO LTD.	001213677
1228618 ONTARIO INC.	001228618
1257127 ONTARIO INC.	001257127
1278640 ONTARIO INC.	001278640
1338285 ONTARIO INC.	001338285
1430286 ONTARIO INC.	001430286
1441243 ONTARIO LTD.	001441243
1444649 ONTARIO LIMITED	001444649
1446999 ONTARIO LTD.	001446999
1469095 ONTARIO INC.	001469095
1555076 ONTARIO INC.	001555076
1564242 ONTARIO LTD.	001564242
1632723 ONTARIO INC.	001632723
1646898 ONTARIO INC.	001646898
1651729 ONTARIO INC.	001651729
1653507 ONTARIO LTD.	001653507
1658297 ONTARIO LTD.	001658297
1665769 ONTARIO LIMITED	001665769
1682747 ONTARIO LIMITED	001682747
1683721 ONTARIO INC.	001683721
1685569 ONTARIO CORP.	001685569
1689016 ONTARIO LIMITED	001689016
1689042 ONTARIO INC.	001689042
1699204 ONTARIO INC.	001699204
1702811 ONTARIO INC.	001702811
2003645 ONTARIO INC.	002003645
2010 STEAM LTD.	001502693
2109139 ONTARIO LTD.	002109139
2119384 ONTARIO INC.	002119384
283030 ONTARIO LIMITED	000283030
3-D'S TORTOS CORP.	002058783
509768 ONTARIO LIMITED	000509768
747269 ONTARIO LIMITED	000747269
860633 ONTARIO LTD.	000860633
897408 ONTARIO INC.	000897408
966777 ONTARIO INC.	000966777

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

(144-G505)

## 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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**2011-09-06**

CANADIAN GIFT WORLD WHOLESALERS LTD.	000902947
CARD MAP COMPANY INC.	001132825
COBENHER PARTNERS LIMITED	001222360
FBMI COMMUNICATIONS INC.	001486730
FIRST MADISON INTERNATIONAL INC.	001050572
HARJASHAN TRANSPORT INC.	002085355
HYDRO SOURCE SALES LTD.	001711142
KIKU SUSHI INC.	002251647
LYDCORP ENTERPRISE LTD.	001223002
NICASTRO SHELL SERVICE LTD.	000828031
ON DEMAN SERVICES INC.	001279890
RIT SERVICES INC.	001228525
ROGUE LOGISTICS LTD.	001583895
SEHJU TRUCKING INC.	002072950
TRANS PLANNING SERVICES INC.	002185470
1257199 ONTARIO INC.	001257199
1287365 ONTARIO INC.	001287365
1362415 ONTARIO INC.	001362415
1696778 ONTARIO INC.	001696778
1787846 ONTARIO INC.	001787846
2081457 ONTARIO LIMITED	002081457
2140081 ONTARIO INC.	002140081
2166971 ONTARIO INC.	002166971
2175799 ONTARIO INC.	002175799

**2011-09-07**

ANNA'S NAIL DESIGN INC.	001621507
BATTH & BATTH LTD.	002258216
BRUCE HILL AND ASSOCIATES INTERNATIONAL EDUCATION CONSULTANTS INC.	001246066
GREAT WEALTH DEVELOPMENTS LTD.	001371009
HOLLYWOOD HAIR STUDIO INC.	001822181
I-THINKING.COM. INC.	001546959
JOHN R. MARSH & CO. LIMITED	000060273
KANSUN HOMES (RICHMOND HILL) LIMITED	001285771
L.M.B.R. RETAIL SYSTEMS INC.	000661939
PENETANGUISHENE INDUSTRIAL DEVELOPMENT COMPANY LIMITED	000212866
QUALITY FRAMES INC.	001102215
RISHI TRANSPORT LTD.	002242988
SYDOR TECHNOLOGY SERVICES INC.	002188396
SYMOR TECHNOLOGY INC.	002083384
TNT STAFFING INC.	002217462
1159931 ONTARIO INC.	001159931
1726129 ONTARIO INC.	001726129
2127811 ONTARIO INC.	002127811
2141252 ONTARIO LTD.	002141252
2201278 ONTARIO LTD.	002201278
415545 ONTARIO LIMITED	000415545
541527 ONTARIO INC.	000541527
664709 ONTARIO LIMITED	000664709
768244 ONTARIO LIMITED	000768244

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
<b>2011-09-08</b>		SILA PETROLEUM SERVICES LTD.	001246673
A D TRANSPORT LINE LTD.	002083896	SPIROCO COMPANY LIMITED	001645327
BLUE DOT HOLDINGS INC.	001031174	UNDERSTATEMENTS LTD.	001413518
GERARD & TONY'S AUTO CENTRE INC.	001797183	VILLA VIEW CONSTRUCTION LIMITED	000333650
METAL IKA 02 INC.	002017296	1425050 ONTARIO LIMITED	001425050
PRODUCTIVITY DEVELOPMENT CENTRE INC.	001602120	1649443 ONTARIO INC.	001649443
STOCKTON & BUSH ACQUISITION CORP.	001283988	2043227 ONTARIO LIMITED	002043227
TUTORING PLUS INC.	000893593	2159084 ONTARIO INC.	002159084
1155586 ONTARIO INC.	001155586	2204985 ONTARIO INC.	002204985
1268569 ONTARIO LIMITED	001268569	<b>2011-09-29</b>	
791917 ONTARIO INC.	000791917	A. W. DICKS HOLDINGS LIMITED	000126763
<b>2011-09-09</b>		ALTERNA REALTY CORPORATION/ SOCIETE	
BESLEY PLACE RESIDENCES INC.	001821165	IMMOBILIERE ALTERNA	001202577
CAREER RENEWAL INC.	000999061	BURNS JEWELLERS LIMITED	000809819
CHARM WHOLESALE AND RETAIL INC.	002053825	DECISION-TREE SOLUTIONS INC.	001150065
CHERBO INVESTMENTS INC.	000688396	JEMAS INVESTMENTS LIMITED	000429842
CMD REALTY SERVICES INC.	000740256	KARYEE ENTERPRISES INC.	001021133
DOLLAR STORE & MORE INC.	001720076	MAPLE 7 LTD.	002220527
DXIE LTD.	001704827	MIDDLESTONE HOLDINGS LIMITED	000247156
FLEXFLOW INC.	000829444	MORSANO CARPENTERS LIMITED	000765719
FOR FAMILY WINDOWS & DOORS INC.	002229974	NAUTICAL LANDS INVESTMENTS CORP.	002234141
GREAT NORTH CATERING LTD.	001650840	OPTIMIZING TECHNOLOGY INC.	002053690
INITIATIVE CONSULTANTS INC.	001218393	SPORTS VENTURES GROUP INC.	001575738
INTERNATIONAL WISDOM ORGANIZATION LTD.	002216795	STRATEGIES FOR EXCELLENCE INC.	000905624
MACDONALD-TYLER AND ASSOCIATES INC.	001464322	VMF MATERIALS INC.	001347660
MGD TECHNOLOGY INC.	002170541	WILLBROS ENGINEERING & CONSTRUCTION	
MICHAEL LOMBARDI SECURITIES, INC.	000983992	LIMITED	000088271
NAN BEI DEVELOPMENT INC.	001814975	WINCH/BIRD FINANCIAL INC.	001562427
NGC-28 COMPUTERS INCORPORATED	000870716	1061319 ONTARIO LIMITED	001061319
PIVES CANADA INC.	001379341	1384979 ONTARIO INC.	001384979
R & R REALTY HOMES INC.	002107506	1505601 ONTARIO INC.	001505601
SF SECURITY STORAGE INC.	001621525	1535538 ONTARIO INC.	001535538
WILLIAM SCOTT AND SONS GENERAL		1624483 ONTARIO INC.	001624483
CONTRACTING LTD.	000329808	1659288 ONTARIO LIMITED	001659288
WINDEN (CANADA) ENTERPRISE LTD.	001255291	1661322 ONTARIO LTD.	001661322
XSIA INDUSTRIES INC.	002058389	1767044 ONTARIO INC.	001767044
XTA CORPORATION (STITTSVILLE) LIMITED	000697640	2105066 ONTARIO INC.	002105066
1179586 ONTARIO LIMITED	001179586	2144296 ONTARIO INC.	002144296
1214600 ONTARIO LTD.	001214600	2202211 ONTARIO INC.	002202211
1307618 ONTARIO LTD.	001307618	<b>2011-09-30</b>	
1448281 ONTARIO LIMITED	001448281	AMLON BALMORAL INC.	002014954
1486272 ONTARIO INC.	001486272	AMLON JAMESON INC.	002008348
1568519 ONTARIO LIMITED	001568519	BARDWORKS LTD.	001151944
1800663 ONTARIO LIMITED	001800663	CC INTERNATIONAL TRADING CENTER LTD.	001654138
2V2T HOLDINGS CORP.	001184959	CROWKIMO INC.	000133993
2065474 ONTARIO LTD.	002065474	HILLCREST FLORIDA LTD.	001241413
2071005 ONTARIO INC.	002071005	HTG SYSTEMS LTD.	002005627
280513 ONTARIO INC.	000280513	HYRO STONE PRODUCTS INC.	001017356
444755 ONTARIO INC.	000444755	LIFE MATTERS CONSULTING INC.	001371295
<b>2011-09-12</b>		LOH VETERINARY PROFESSIONAL CORPORATION	001704284
BACKWEB CANADA INC.	001250113	M. & T. ANSEEUW FARMS LTD.	001419793
IGB CONSULTING INC.	002069092	M.R.S. VOYAGES LTD.	001411262
<b>2011-09-13</b>		MIDDLEFIELD ADVISORY SERVICES INC.	001776980
EDUCATIONAL ESSENTIALS INC.	001400049	NETCONNECT CONFERENCING INC.	001636613
<b>2011-09-22</b>		THE HOLLY DEVELOPMENT CORPORATION	001094792
MEERAL & ISHAAL CONSULTING INC.	001747852	TISIM INVESTMENT CORPORATION	001358139
<b>2011-09-27</b>		1286544 ONTARIO LIMITED	001286544
CHANCEY SMITH'S RESTAURANTS LIMITED	001273843	1581290 ONTARIO LTD.	001581290
<b>2011-09-28</b>		1656753 ONTARIO LIMITED	001656753
BRAMSAR LTD.	000458469	1686877 ONTARIO INC.	001686877
KIDS BY KAREN INC.	001291291	1697414 ONTARIO INC.	001697414
MARINERS HAVEN INC.	000605212	1729293 ONTARIO INC.	001729293
MARKET-DRIVEN SOLUTIONS INC.	001125196	1800198 ONTARIO INC.	001800198
N. A. ZIMMERMAN LIMITED	000097152	1806950 ONTARIO INC.	001806950
NIV UNION INC.	002011990	2061985 ONTARIO LTD.	002061985
R & R INTERNET CONSULTING LTD.	001504960	2224490 ONTARIO INC.	002224490

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
781616 ONTARIO LTD.	000781616
<b>2011-10-03</b>	
BROCKLESBY BUILDING CORP.	000847317
BUCK RUN TRANSPORT LIMITED	001568467
CITY BAKERY (NORTHERN) LIMITED	000242733
DWELL BY DOMICILE INC.	001605563
G PROJECT INC.	001686924
J.L. HARDING & ASSOCIATES LIMITED	000989084
JELIA HOLDINGS INC.	001356348
JOY & COMPANY LTD.	001145053
KIENITZ LTD.	000390766
L'ENCLAVE MONTFORT INC.	001633752
ROCKYVIEW HOLDINGS LIMITED	000870333
TERRA DEPOT INC.	001529541
TERRA GLADE INC.	001634131
THE DISTRICT IN LEBRETON FLATS INC.	001561799
TIPTON ONO SOFTWARE LIMITED	000875670
VISCOUNT MOTORS INC.	001062647
1219884 ONTARIO INC.	001219884
<b>2011-10-04</b>	
ACME STRAPPING CORP.	001216988
ADAMS DESIGN SOURCE INC.	001104464
BECKWITH INVESTMENT CORPORATION	000779947
BIOMEDICAL RESOURCES INC.	001691714
CANBOOM CAPITAL CORPORATION	001773927
CENTURY CITY DEVELOPMENT LIMITED	000770347
CRYSTAL SOLUTIONS INC.	001620414
D'ANDREA IRON WORKS LTD	000546576
GENCOR CONTRACTING (NIAGARA) INC.	001602176
INNOHAI ENTERPRISE INC.	001699893
KIMCO ARMSTRONG AVENUE HOLDINGS INC.	001539420
KIMCO ARROW ROAD HOLDINGS INC.	001539424
KIMCO COMMERCE PARK HOLDINGS INC.	001699482
KIMCO CROUSE ROAD HOLDINGS INC.	001529570
KIMCO KEELE STREET HOLDINGS INC.	001529569
KIMCO TRETHEWEY DRIVE HOLDINGS INC.	001598326
RIOTRIN PROPERTIES (WANLESS) INC.	001542807
SHORCO REALTY LIMITED	000212713
STEEL FABRICATING & WELDING CORP.	001094981
STRADWICK INVESTMENTS CANADA LIMITED	000963491
TCFTV CANPRO III LTD.	001433889
1428582 ONTARIO INC.	001428582
1457825 ONTARIO INC.	001457825
1525170 ONTARIO LTD.	001525170
2114235 ONTARIO LTD.	002114235
2262068 ONTARIO LIMITED	002262068
632760 ONTARIO LTD.	000632760
<b>2011-10-05</b>	
ANTIQUÉ TOUCH FURNITURE INC.	002160437
BRISTE HOLDINGS INC.	000691513
CYBERTRUST CANADA CORPORATION	001429558
DESHMASH TRANSPORT INC.	001517225
FINCHWOOD INVESTMENTS LIMITED	000118957
FLOWERY MEGA FASHION INC.	001797288
JETSGO TRANSPORTATION INC.	001613285
JUSTPLAY SPORTS SERVICES INC.	001602158
KONMAR INC.	001066764
KOSTO SHEET METAL LTD.	000407206
KTS INVESTMENT CORPORATION	002061386
MIKE ROSE ENTERPRISES INC.	001026218
NEW FORMULA IMPORT INC.	002207825
PAR-S DRUGS LTD.	000833164
RONG YE RENOVATION INC.	001654130
SUNRISE OF OAKVILLE II GP INC.	001670887
SUSHI SAN JAPANESE RESTAURANT INC.	002188368
TOMMY TRUX INC.	001311746

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
TOTAL SAFETY CANADA, INC.	000853411
UPNATURE LTD.	002166611
WESTEEL BUSINESS CENTRE INC.	000815127
1134680 ONTARIO LTD.	001134680
1229980 ONTARIO INC.	001229980
1234843 ONTARIO INC.	001234843
1550575 ONTARIO INC.	001550575
1552364 ONTARIO INC.	001552364
1553804 ONTARIO INC.	001553804
1857497 ONTARIO INC.	001857497
2185350 ONTARIO INC.	002185350
2211583 ONTARIO INC.	002211583
450605 ONTARIO LIMITED	000450605
940932 ONTARIO INC.	000940932

(144-G506) KATHERINE M. MURRAY  
Director, Ministry of Government Services  
Directrice, Ministère des Services  
gouvernementaux

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

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

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

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
<b>2011-10-06</b>	
VIENNA SANDWICHES INC.	1711997
<b>2011-10-12</b>	
2218355 ONTARIO INC.	2218355

(144-G507) KATHERINE M. MURRAY  
Director/Directrice

**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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<b>2011-10-06</b> 1475584 ONTARIO INC.	1475584
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<b>2011-10-11</b> OCTOBER GROCERY 2428 LTD.	2009095
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(144-G508) KATHERINE M. MURRAY  
Director/Directrice

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

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

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

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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<b>2011-10-11</b> SUZUKI KINGSTON MUSICFEST	1779578
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(144-G509) KATHERINE M. MURRAY  
Director/Directrice

**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
MAY 14, 2009	BY THE BUSHEL COMMUNITY FOOD CO-OPERATIVE INC	SEPTEMBER 15, 2011
MARCH 6, 2006	LOCAL INITIATIVE FOR FUTURE ENERGY CO-OPERATIVE INC	SEPTEMBER 19, 2011
JUNE 22, 1978	BURFORD CO-OPERATIVE PRESCHOOL CORPORATION	SEPTEMBER 12, 2011
OCTOBER 31, 1988	AGNES MACPHAIL WOMEN'S CO-OPERATIVE HOMES INC. to change its name to: AGNES MACPHAIL COMMUNITY CO- OPERATIVE HOMES INC.	SEPTEMBER 15, 2011

(144-G510) 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

**Credit Unions, Caisses Populaires Act  
Certificate of Approval of  
Continuance Issued  
Loi sur les crédit unions  
et caisses populaires  
Certificat de maintien délivré**

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

AVIS EST PAR LA PRÉSENTE DONNÉ qu'en vertu de la Loi sur les crédit unions et caisses populaires un certificat de maintien a été délivré à:

Name of Credit Union Nom de la Crédit Union	Date de Continuance Date de maintien	Head Office Siège Social
Credit Union Central of Ontario Limited	July 6, 2011	Mississauga, Ontario

(144-G511) PHILIP HOWELL  
Superintendent of Financial Services/  
le surintendant des services financiers

**Credit Unions and  
Caisses Populaires Act, 1994  
Dissolution Order Issued  
Loi de 1994 sur les caisses  
populaires et les credit unions  
Ordre de Dissolution**

NOTICE IS HEREBY GIVEN that, under the Credit Unions and Caisses Populaires Act, 1994 a Dissolution Order has been issued to:

AVIS EST DONNÉ PAR LES PRÉSENTES qu'en vertu de la Loi de 1994 sur les caisses populaires et les credit unions, un ordre de dissolution a été délivré à:

Name of Corporation: Nom de la compagnie	Date of Incorporation Date de constitution	Effective date Date d'entrée en vigueur
Abitibi Toronto Employees Credit Union Limited	April 30, 1952	August 24, 2011
Psychiatric Research Institute Employees' (London) Credit Union Limited	June 18, 1962	August 24, 2011
Winona Provincial Civil Servants Credit Union Limited	March 31, 1953	August 19, 2011

(144-G512) 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 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
Parliament Square Co-operative Housing Corporation	October 30, 1996	September 12, 2011
St. Lawrence Co-operative Housing Corporation	September 16, 1994	September 12, 2011
O'Connor Co-operative Development Corporation	November 10, 2004	September 12, 2011
Mill Street Co-operative Housing Corporation	February 10, 1998	September 12, 2011
Market Co-operative Development Corporation	November 18, 2003	September 15, 2011

(144-G513) 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 Amalgamation Issued  
Loi sur les sociétés coopératives  
Certificat de Fusion Délivré**

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

AVIS EST DONNÉ PAR LES PRÉSENTES qu'en vertu de la Loi sur les sociétés coopératives, 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	Date of amalgamation Date de fusion
WEST BRUCE FEEDER FINANCE CO-OPERATIVE INC.	SEPTEMBER 1, 2011

(West Bruce Feeder Finance Co-operative Inc.  
and South Bruce Feeder Finance Co-operative  
Inc.)

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-G514)

**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:

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Name of Amalgamated Corporation Ontario  
Incorporation Number Amalgamating Corporations  
Numero matricule de l'Ontario  
Dénomination sociale de la  
Compagnie issue de fusion :  
Compagnies qui fusionnent

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**2011 -08-01**

PENFINANCIAL CREDIT UNION LIMITED 1851810

(PenFinancialCredit Union Limited and  
Cataract Savings &Credit Union Limited)

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-G515)

**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
IEPS (INTERNATIONALLY EDUCATED PROFESSIONALS) CO-OPERATIVE INC.	August 26, 2011	Ottawa
CLINICAL RESEARCH RECRUITERS CO-OPERATIVE INCORPORATED	September 12, 2011	Lake of Bays
MAPLEVIEW CO-OPERATIVE DEVELOPMENT CORPORATION	July 4, 2011	Toronto
BIRCHMOUNT CO-OPERATIVE DEVELOPMENT CORPORATION	July 4, 2011	Toronto
PERTH RENEWABLE ENERGY CO-OPERATIVE INC.	July 4, 2011	Grassie
BRIGHT STARTS CO-OPERATIVE EARLY LEARNING CENTRE INC.	July 4, 2011	Waterloo
LAKE OF BAYS RENEWABLE ENERGY CO-OPERATIVE INC.	July 4, 2011	Baysville
WEST RIDGE HOUSING CO-OPERATIVE INC.	July 28, 2011	Orillia
CLINPROXY RESEARCH SERVICES CO-OPERATIVE INCORPORATED	August 2, 2011	Lake of Bays
CANADIAN BIOTECH SPECIALISTS CO-OPERATIVE INCORPORATED	September 7, 2011	Lake of Bays
GREEN CAMPUS CO-OPERATIVE CORPORATION	September 7, 2011	Toronto
ESPLORON BIOMEDICAL RESEARCH CO-OPERATIVE INCORPORATED	September 7, 2011	Lake of Bays
LIMDATO CLINICAL SERVICES CO-OPERATIVE INCORPORATED	September 7, 2011	Lake of Bays
SOLARTEK RENEWABLE ENERGY CO-OPERATIVE INC.	September 27, 2011	Vaughan

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-G516)

## Marriage Act Loi sur le mariage

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

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

### October 3, 2011 to October 7, 2011

NAME	LOCATION	EFFECTIVE DATE
Lafrance, Michael Nelson Francis	London, ON	05-Oct-11
Sandor, David Albert	Windsor, ON	05-Oct-11
Kennedy, Anthony Gerard	Sudbury, ON	05-Oct-11
Kennedy, Patricia	Sudbury, ON	05-Oct-11
Woods, Darren	London, ON	05-Oct-11
Shchukin, Eugene	Waterloo, ON	05-Oct-11
Borgert, Michael Gene	Barrie, ON	05-Oct-11
Atandi, Sosimi Nyakenyanya	Etobicoke, ON	05-Oct-11
Knox, Michael LeGros	Toronto, ON	05-Oct-11
Martins, Carlos Alves	North York, ON	05-Oct-11
Schner, Joseph George	Toronto, ON	05-Oct-11
von Wedon, Athanasius	Mississauga, ON	05-Oct-11
Kiss, Barnabas G	Detroit, MI	05-Oct-11
Martin, Vijay Dunning	London, ON	05-Oct-11
Leguall, Gabriel	Kingston, ON	05-Oct-11
Pigeon, Claude	Ottawa, ON	05-Oct-11
McLeod, Sheryl Lee	Almonte, ON	05-Oct-11
Crowell, Andrew Sarty	Hamilton, ON	05-Oct-11

### RE-REGISTRATIONS

NAME	LOCATION	EFFECTIVE DATE
Sanchez, Juan	Scarborough, ON	04-Oct-11
Blair, Michael Peter Gordon	Toronto, ON	04-Oct-11
Irwin, Beverley	Penetanguishene, ON	04-Oct-11
Michener, Sandra Marie	Longford Mills, ON	04-Oct-11
Knight, Alan	Chatham, ON	04-Oct-11
Corston, Thomas	Schumacher, ON	04-Oct-11
Scott, E Munroe	Warsaw, ON	04-Oct-11
Chuiпка, Perry	Wingham, ON	04-Oct-11
Cavanaugh-Clark, Joan	Minden, ON	04-Oct-11
Essel, Ebow Cecil	Whitby, ON	05-Oct-11
Schinkel, Geraldine	Guelph, ON	07-Oct-11
Macaulay, Gregory Phillip James	St George, ON	07-Oct-11

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

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

### October 3, 2011 To October 7, 2011

NAME	LOCATION	EFFECTIVE DATE
Sanderson, Wayne G	Brandon, MB	04-Oct-11
October 6, 2011 to October 10, 2011		
Briffett, Edward	Richmond Hill, ON	04-Oct-11
October 7, 2011 to October 11, 2011		
McAndless-Davis, Karen R	New Westminster, BC	04-Oct-11

NAME	LOCATION	EFFECTIVE DATE
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October 20, 2011 to October 24, 2011		
Nazar, David	Toronto, ON	04-Oct-11
June 7, 2012 to June 11, 2012		

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

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

### October 3, 2011 To October 7, 2011

NAME	LOCATION	EFFECTIVE DATE
Hoskins, Andrew James		
Erskine	Thunder Bay, ON	03-Oct-11
Wideman, Kenneth	Kitchener, ON	03-Oct-11
Schuler, Siegfried	Aylmer, ON	03-Oct-11
Jacobsen, Cindy	Waterloo, ON	03-Oct-11
Christian, Gloria	Beamsville, ON	03-Oct-11
Cote, Tiina Kastepold	Grimby, ON	03-Oct-11
Binner, Douglas	Mississauga, ON	03-Oct-11
Fuller, Brian	Smiths Falls, ON	03-Oct-11
Fuller, Susan	Smiths Falls, ON	03-Oct-11
Bridger, Larry	London, ON	03-Oct-11
Reilly, Gerald	London, ON	03-Oct-11
Reilly, Laurie	London, ON	03-Oct-11
Kimberley, Kenneth G	Listowel, ON	03-Oct-11
Chaulk, Violet	LaSalle, ON	03-Oct-11
Braund, Ann	London, ON	03-Oct-11
Barthau, Donna Joyce	Unionville, ON	03-Oct-11
Ryan, Geoffrey Carl	North York, ON	03-Oct-11
Hefford, Douglas	Scarborough, ON	03-Oct-11
Hefford, Jean	Scarborough, ON	03-Oct-11
Gosse, Deborah Mae	Kenora, ON	03-Oct-11
Rowe, Craig	Toronto, ON	03-Oct-11
Baxter, Edward Thomas	London, ON	07-Oct-11
Pigott-Washington, Evelyn Anne	Kingsville, ON	07-Oct-11
Tiura, Susan	Thunder Bay, ON	07-Oct-11
Arulnesan, Gabriel	Toronto, ON	07-Oct-11
Dorawa, Rajmund	Toronto, ON	07-Oct-11
Harkins, George William	Etobicoke, ON	07-Oct-11
Roberts, Norman	Mississauga, ON	07-Oct-11
Gilmour, Heather S	Burlington, ON	07-Oct-11
Jay, Charles D	Mississauga, ON	07-Oct-11
Carruthers, Gary Robert	Sarnia, ON	07-Oct-11
Carruthers, Jean Cheryl	Wyoming, ON	07-Oct-11
Belanger, Jasen	North Bay, ON	07-Oct-11
Donnan, Allan T	Pickering, ON	07-Oct-11
Etcovitch, Barbara	Orleans, ON	07-Oct-11
Gardner, Michelle	Mississauga, ON	07-Oct-11
Hersh, David	Ottawa, ON	07-Oct-11
Howard, Daniel J	Richmond Hill, ON	07-Oct-11
Nicholson, Benjamin	Burlington, ON	07-Oct-11
Power, Alix	Orleans, ON	07-Oct-11

(144-G517) SANDRA LEONETTI  
Deputy Registrar General  
Registraire générale adjointe de l'état civil

## Change of Name Act Loi sur le Changement de Nom

NOTICE IS HEREBY GIVEN that the following changes of name were granted during the period from October 03, 2011 to October 09, 2011, under the authority of the Change of Name Act, R.S.O. 1990, c.c.7 and the following Regulation RRO 1990, Reg 68). The listing below shows the previous name followed by the new name.

AVIS EST PAR LA PRÉSENTE donné que les changements de noms mentionnés ci-après ont été accordés au cours de la période du 03 octobre 2011 au 09 octobre 2011, en vertu de la Loi sur le changement de nom, L.R.O. 1990, chap. C.7, et du Règlement 68, R.R.O. 1990, s'y rapportant. La liste indique l'ancien nom suivi du nouveau nom.

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
ABDALLA, GEORGE.MAGDY. AB.	MAGDY, GEORGE.	CAO, HAO.ZHONG.	CHOO, HOW.JONG.JOHN.
ABDULLAHI, ISAHAQ.		CARO OLARTE, MARIA. CAMILA.	CARO, CAMILA.
ABDULLAHI.	IBRAHIM, ISAHAQ.AHMED.	CAVAZZON, ADAM.DANIEL.	TOMLINSON, ADAM.WILLIAM.
ABDULRAHMAN, AHSITAR.	TAHIR, ESTHER.A..	CHAN, NGAR.YAN.	CHAN, ANNA.NGAR-YAN.
ABDULRAHMAN, EAH-FEN.	TAHIR, EVINE.A.	CHAN, SIU.YUNG.	CHAN, JANIE.
ABDULRAHMAN, ERMA.	TAHIR, ERMIA.A..	CHEN, ING-LU.	CHEN, CARLINA.SHANG-ING.
ABRI NARANI, ALI.AKBAR.	NARANI, AL.	CHEUNG, CHRISTIAN. MICHAEL.	D'ERI, CHRISTIAN.MICHAEL.
ADIL, MUHAMMAD.UMER.	ADIL, UMER.MUHAMMAD.	CHEUNG, MERCEDES.SHI.AN.	D'ERI, MERCEDES.SHI-AN.
AINSLIE, TYLER.JOHN.	KING, TYLER.JOHN.	CHEUNG, WING.KIT.	CHEUNG, GLORIA.WING.KIT.
AL SALIM, LUBNA.	IBRAHIM, LUBNA.	CHI, SHANG.TING.	CHI, JOSEPH.SHANG.TING.
	ALAGARAJAH, ANENTHAN. RAJU.	CHO, S.	CHO, SI.HONG.
ALAGARAJAH, ANENTHAN.	SZEKERES, JAILEENA.LYNN.	CHOI, DONG.HYUCK.	CHOI, AIDEN.DONGHYUK.
ALBON, JAILEENA.LYNN.	MURPHY, CHADWICK.JAMES. THEODORE.	CHOLETTE, CECIL.SYLVIA.	CHOLETTE, CECIL.SYLVIO.
ALGER, CHADWICK.JAMES. THEODORE.	ADDIS, RAHEL.MESELE.	CHUNG, CHI-JEN.	CHUNG, JOHN.CHI-JEN.
AMARE, FIKIR.	OKOLOKO, ONOME.DIVINE. SUCCESS.	CICERI, CAITLIN.BRIANNA.	CICERI, QUINN.DREW.
	ANTHONY, ONOME.SUCCESS.	CLARK, JANIS.LORRAINE.	DRAKE, JANIS.LORRAINE.
ANTHONY, ONOME.SUCCESS.	ANTON, TESHAN.DIXON.	CRABTREE, FRANCESKA. HANNAH.CONSTANCE.	PARKHILL, FRANCESKA. HANNAH.
ANTON, TESHAN.	ST CLAIR, SAVANNAH.	CUNHA, KENNEDY.APOLONIO.	APOLONIO-CUNHA.
ARBOUR, SHANNON.SIMONE. VIOLET.MARIE.	DA SILVA, ALBA.MARIA.	DAMANPAK-RIZI, SAMENEH.	RIZI, TARA.
ARCE, ALBA.MARIA.	PEPRA, SPAIN.OZIAS.	DAMPHOUSSE, MARIE.DIANE. MYRIAM.	DAMPHOUSSE, MYRIAM. DIANE.
ASANTE, SELINA.DANSOWA.	PIAMONTE, RIA.ATIENZA.	DAVIS, ASHLEY.CHRISTINE.	BROWN, ASHLEE.CHRISTINE.
ATIENZA, RIA.MARCIAL.	BERLINGUETTE, MARC- ANDRE.LAROSE.	DENISE.	DENISE.
	TURAN, ELAY.	DE CASTRO, JENNIFER.GAI. CALO.	DE CASTRO-AMJADI, JENNIFER.GAI.CALO.
AUGER, MARC-ANDRÉ.	PRICE, JENNIFER.PALOMAR. BALAO.	DEEN-NOLAN, BEBE.SHIRA.	DEEN, SHIRA.
BAKHTIAR, MAHBOUBEH.	BARBUCCI, JANE.MARY.	DEOKARAN, VARSHA.NITA.	DEOKARAN, GABRIELLA. VARSHA.
	SWANSON, DOMINIC.MARK.	DIAS, MARIE.JEANNE. MONIQUE.	QUINTAL, MONIQUE.MARIE. JEANNE.
BALAO, JENNIFER.PALOMAR.	SZABO, MICHAEL.DONALD.	DILLON-MAIR, BLAKE.	CHARPONTIER, BLAKE.
BARBUSCI, JEANNE.MARIE.	HEREDIA, JANNA.MARION.	MICHAEL.	MICHAEL.
BECK, DOMINIC.WAYNE.		DIT, NANCY.	MAROL, NANCY.FRANCIS.
BECKERSON, MICHAEL. DONALD.	BEN TAMARZIZT, WALID.	DO COUTO, CESARIO.	SOUSA, CESARIO.
BELCOURT, JANNA.MARION.	BERGER, FREDERICK. CHARLES.	CORREIA.	
BEN TAMARZIZET, OUALID. BEN.ALI.	KAM, AIDAN.REILLY.	DOS SANTOS, CLAUDIA. RAQUEL.LOPES.	SANTOS, CLAUDIA.RAQUEL. RAMIREZ, SAVANNAH. EMMELINE.
		DOSANJH, SAVANNAH.	
BERGER, CHAS.FREDERICK.		DUNHAM, NATHAN.ANDREW. BRYAN.	ZORBAS, NATHAN.ANDREW.
BIN ABDULLAH, AIDAN. REILLY.KAM.		DUONG, THI.TUYET.MAI.	DUONG, MAI.THI.TUYET.
BODALIYA, BINNI.		DUPONT, MARIE.PATRICIA.	DUPONT, PATRICIA.MARIE.
KISHORCHA.		ESCOVITCH, PAUL.	ESCO, PAUL.
BRAKE, JASON.MURDOCK.		ESHETE, BETHELHEM.	BEKELE, BETHELHEM.
			HEBERT, RYAN.FARRELL.
BROT, MACKENZIE.SKYLAR.		ESPLEN, RYAN.FARRELL.	ESPLEN.
			FEIGIN-LUBOMIRSKI, ERIC. JONATHAN.
BROWN, MICHAEL.WILLIAM.		FEIGIN, ERIC.JONATHAN.	THIES, EVA.
BURNETT, SYDNEE.ALICE. MARY.		FOK, YEE.WAH.	FOLEY, SHEILA.ANNE.
BURNHAM, MARY.		FOLEY, SHELIA.ANNE.	ALEXANDER, ADRIAN.
ELIZABETH.		FRIEND, ADYN.ADRIAN.	SUNARYO.
CALDERON PEREZ, DOUGLAS. ALEXANDER.		FU, GUANG.SHENG.	FOOH, GUANGSHENG.TOM.
CAMPBELL, KATHERINE.ANN.		FUTIA, JOSEPH.LOUIS.	MASTROMARCO-KEATING, JOSEPH.LOUIS.
		GAGNON, JOSEPH.RICHARD.	
		DENIS.BENOIT.	GAGNON, BENOIT.
		GAGNÉ, ALISANNE.	DESROCHES, ALISANNE.
		KATHLEEN.	KATHLEEN.
		GAGNÉ, GABRIEL.	DESROCHES, GABRIEL.
		RENÉJOSEPH.	RENÉJOSEPH.
		GAGNÉ, GERMAIN.	DESROCHES, GERMAIN.
		ALEXANDRE.MICHEL.	ALEXANDRE.MICHEL.
		GARVOCK, MARY.JANE.	ALEXANDER, MARY.JANE.

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
GERRIE-REINHART	GERRIE VALENTINI, GLORIA.	LIANG, YU.YING.	LIANG, FANNIE.YU.YING.
VALENTINI, GLORIA.ELAINE.	ELAINE.	LIR, AVROM.MEIR.	LIR, AVERY.
GHAZZEDDINE, MANAL.	DAOU, MANAL.AMANDA.	LIU, HUNTER.BOJUN.	LIU, HUNTER.JIANBING.
GHOUCANINEZHAD-HASS,		LU, ZI.YI.	LU, KAREN.ZIYI.
RAHIM.	NEJAD, RAHIM.		MACKENZIE, LUKE.WILLIAM.
GIRARD, DAVID.MARCEL.	GERARD, MARCEL.DAVID.	MACKENZIE, LUKE.WILLIAM.	FOX.
GOLDSTEIN, PEREZ.GIL.	GOLDSTEIN, GIL.MEIR.	MAO, PHUONG.TUYET.	TRAN, SUSAN.TUYET.
GOMES, CIDALIA.DUARTE.	LOUREIRO, CIDALIA.DUARTE.	MARACLE, ANNETTE.	MARACLE, ANNETTE.
GOOLSARRAN, GAYTREE.	GOOLSARRAN, SUBRINA.	MICHELE.	MICHELE.
GRAHAM, GIANA.LAURA.	GRAHAM, GINA.LAURA.	MARIANNO, HETA.HELEN.	MARIANO, ADA.HELEN.
HALL-DUNHAM, JANET.		MARKELL, SHEREE.PAULA.	NAMINI, SHEREE.
MARIE.	HALL, JANET.MARIE.	MARTIN, TANYA.JESSICA.	REID, TANYA.JESSICA.
HAMZEHZADEH NAKHJAVANI,		MARTINENKO, JELIZAVETA.	MARTINENKO, LIZA.
NIKI.	NAKHJAVANI, NIKI.	MCEVOY, JESSIKA.EVELYNE.	LACROIX, JESSIKA.CHARLIE.
HAMZEHZADEH NAKHJAVANI,		MEDITSKOS, WILLIAM.	MEDITSKOS, WILLIAM.
NOZHEN.	NAKHJAVANI, NOJAN.	TEEMU.	TEEMU.WESTON.
HAMZEHZADEH NAKHJAVANI,		MESSAKIAN, RETA.	CHILINGIRIAN, RETA.
SASSAN.	NAKHJAVANI, SASAN.	MIAN, MUHAMMAD.SAFEE.	
HANSON, MONIKA.GERTRUD.	FLYNN, AERILYN.KAILEY.	HUMAYUN.	MIAN, SAFEE.HUMAYUN.
HARTLEY, LESLIE.JOHN.	HARTLEY, BRAD.JOHN.	MICHAILOV, ELEONORA.	SEBOS, ELEONORA.
HAZIM, ANDY.	KAMIL, ANDY.	MORAD-AZIMI, AHMAD-	
HERNANDEZ, CECILE.		OSMAN.	MORAD, ROMAN.
GONZAGA.	GONZAGA, CECILE.	MOTALLEB POURYEGANEH,	MONTANER, KAYVIN.MIGUEL.
HILL, ALICE.AUDREY.RUTH.	HILL, AUDREY.ALICE.RUTH.	KIEVAN.	MOTALLEB.
	BEAUVOIR-HOBBS,	MUSTARY, MST.RABEYA.	MUSTAFA, ROSHNI.
	CASSANDRA.EMILIE.	NANTAIS-HILLMAN,	
HOBBS, KENDRA.LEIGHANN.	HOSANY, ASAD.	FRANCINE.MARIE.	NANTAIS, FRANCINE.MARIE.
HOSANY, MUHAMMAD.AS'AD.	JIANG, RACHEL.	NEKOI, ARYON.	NEKOUI, ARYON.
JIANG, RUITING.	DESROCHES, BERNADETTE.	NEKOI, SERENE.	NEKOUI, SERENE.
JOBIN GAGNÉ, BERNADETTE.	THÉRESE.STÉPHANIE.	NIMER, CHARILYN.ALEJAN.	CUSTODIO, CHARILYN.NIMER.
THÉRESE.STÉPHANIE.		NOAKE, DAVID.EDWARD.	NOAKE, DAVE.EDWARD.
JOHNSON-RAMGEET,	JOHNSON, NATASHA.INGRID.	NOGANOSH-MILLS, CRYSTAL.	WALKER-HABERMEL,
NATASHA.INGRID.	JUN, JASON.WONJAE.	ANNE.	CRYSTAL.ANNE.
JUN, WONJAE.	PERVIN, FATEMA.SANIA.		NOJADERA, STEPHANIE.
KABIR, FATEMA.	BASRA, KULBIR.KAUR.	NOJADERA, STEPHANIE.	
KAILEY, KULBIR.KAUR.	KALIVODA, SAVY.ELLEN.	NORTON, LAURA.ANNE.	
KALIVODOVA, SVATAVA.	GUPTA, GARIMA.	MARSH.	MARSH, LAURA.ANNE..
KALWAR, GARIMA.	GUPTA, RAM.	OKA, GENTARO.LEO.	OKA, LEO.GENTARO.
KALWAR, RAMSWAROOP.		OLDFIELD, FRANK.WESLEY.	OLDFIELD, WESLEY.FRANK.
KARATSOREOS, JACOB.	MILLIER, JACOB.ALEXANDER.	OLIVO, ANNA.LIZA.P.	PARALA, ANNA.LIZA.LIPNICA.
ALEXANDER.	KASHEM, ISABELLA.ACIYA.	OWUSU, RUKIA.	OWUSU, REBEKAH.
KASHEM, LUBABA.ESRAF.	PHILIPS, SEAN.ANNIS.LUKAS.	OYSTON, JASON.DONALD.	TAYLOR, JASON.ERIC.
KILLEN, SHONN.ANNIS.	RATNAM, CHEYANNE.	PABARI, SHRITI.GIRDHARL.	SODHA, SHRITI.SANJAY.
KIRETHARAGOPALAN,	THURGA.	PAIWAND, DOWRON.MALIK.	PAIWAND, DERON.MALIK.
THURGA.	MC AULEY, MITCHELL.DAVID.		PATEL, MANISHA.
	KNAPP.	PATEL, MANISHA.R.	JAYESHKUMAR.
KNAPP, MITCHELL.DAVID.		PAUL, DON.LEO.	DINELLE, DONAT.OSCAR.
KOCHANOWICZ,	GORSKA, ALEXANDRA.	PERERA WELIKADA,	PERERA, DHANUJA.
ALEXANDRA.	NOLAN, SKYLAR.MACKENZIE.	DHANUJA.BUVANIDU.	BUVANIDU.
KOLE, STACEY.MICHELLE.	KUZNETSOFF, SERGELI.	PERERA, WELIKADAGE.	
KOUZNETSOV, SERGUEI.I.	ROY, MARIA.	CHAM.	PERERA, CHAMIKA.NILANGA.
KRASNOBRYZHA, MARIYA.	ROY, ELENA.	PERERA, WELIKADAGE.	
KRASNOBRYZHA, OLENA.	KONRAD, JOSIAH.BENJAMIN.	SEHARA.DINITHRI.	PERERA, SEHARA.DINITHRI.
KUNTZ, JOSIAH.BENJAMIN.	SERIKOV, SHAWN.	PITRE, HELENE.MARIE.	PITRE, ELAINE.MARIE.
KUZEMBAYEV, SHARAFAT.	KWOK, SONYA.HOI-LAM.	POOS, JACOB.WARREN.	POESCH, JACOB.WARREN.
KWOK, HOI.LAM.	KWOK, MATTHEW.HOU.LOEN.	POOS, MARK.STEPHEN.	POESCH, MARK.STEPHEN.
KWOK, HOU.LOEN.MATTHEW.	LABRECQUE, JAMES.JOSEPH.	POPOVICH, SHANE.JACOB.	RAMAGE, SHANE.JACOB.
LABRECQUE, JOSEPH.	EUGENE.	PRANGLEY, MORGAN.	PRANGLEY, MORGAN.
EUGENE.JAIME.	LAM, ANN.HSING.MEI.	PRANGLEY.	ELIZABETH.
LAM, HSING.MEI.	HON, JULIA.LAI-MING.	PREST, JOHN.ROBERT.HENRY.	PERREAULT, JOHN.ROBERT.
LAM, JULIA.LAI-MING.HON.	BIGGAR, COOPER.ROBERT.	JR.	HENRY.
LANE, COOPER.ROBERT.	VELASCO, ROSALINA.LARON.	RAJA, MEHAR-UN-NISA.	RASHID, MEHAR-UN-NISA.
LARON, ROSALINA.BERNA.	LE, HEATHER.HANG.	RAJANAYAGAM, NEVIN.D.	SANA.
LE, THI.THU.HANG.	LE, ANGELINA.VY.	RASHIDI, KHODABAKHSH.	NEVIN, DHIREN.
LE, TUONG.VY.	LECCE, ALEX.SANDRO.	REEVES, CARRIE.LYNN.	TURAN, SAVALAN.
LECCE, SANDRO.		REIDY, LUCAS.MARTIN.	WEILER, CARRIE.LYNN.
LECLAIRE-MONFILS, SHANE.	LECLAIRE, SHANE.HECTOR.	RENZELLA, THOMAS.RYAN.	REIDY, BOB.MARTIN.
HECTOR.	TERRY, RAPHAEL.	RESNICK, EVGENIA.	CLITHEROE, THOMAS.RYAN.
LEERING, ALEXANDER.	ALEXANDER.JOSEPH.		RESNICK, JENNY.EVGENIA.
JOSEPH.	LI, SUSAN.YAN.PEI.		
LI, YA.JIE.			

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
RIDOUT, KIMBERLEY.LYNN.	BROMELL, KIMBERLEY.LYNN.	TESFATSION, SARAH.NAOMI.	EMBAYE, SARAH.NAOMI-MARICOS.
ROCHE, JOSIAH.RICHARD.	ROCHE, JOSIAH.CEDRIC.RICHARD.	THAMBIMUTHU SIVARATNAM, THASEEKARAN.	SIVARATNAM, THASEEKARAN.
RODRIGUEZ, BETTY.GAPUSAN.	GAPUSAN, BETTY.MOLINA.	THILLAINATHAN, KOWSHIGAN.	THILLAINATHAN, ASHATH.
ROMERAL, ROSALIE.IGNACIO.	PITTMAN, ROSALIE.	THILLAINATHAN, LATHAN.	THILLAINATHAN, PRASSATH.
ROSATI, LUIGI.ROBERTO.	ROSATI, GINO.ROBERT.	THOMAS, CATHRYN.JANE.	THOMAS, CATHRYN.JAYNE.
RUTENBERG, MICHELLE.BETH.	SHENKMAN, MICHELLE.BETH.RUTENBERG.	THOMPSON, ALAN.CAMERON.	THOMPSON, CAMERON.ALAN.
SAFARIZADEH-MINAB, KOBRA.	MINAB, SOHEILA.	TORRES GOMES, EDUARDO.JOSE.	GOMES, EDUARDO.JOSE.TORRES.
SAGOO, JASMAN.PREET.SI.	SAGOO, JASSI.PREET.SINGH.	TRAN, THI.NGOC.LINH.	TRAN, LINH.THI.NGOC.
SAID, ABDURAHMAN.AMIR.	MIRJANGI, ABDURAHMAN.MIRDEL.ABDULREHMAN.	TRAN, THI.NGOC.PHUONG.	TRAN, PHUONG.THI.NGOC.
SAID, AMIR.ABUBAKAR.	MIRJANGI, MIRDEL.ABDULREHMAN.	TRAN, THIEN.PHUC.	TRAN, PHUC.THIEN.
SAID, AWADH.	AWADH, ABDULKADIR.KARAMA.	TREMBLAY, JOSEPH.LEON.JEAN.	TREMBLAY, JOHN.JEAN.
SAID, YUSRA.AMIR.	MIRJANGI, YUSRA.MIRDEL.ABDULREHMAN.	TRUDELL, AMBERLYNN.MICHELLE.	LACZO, AMBERLYNN.MICHELLE.
SAID, YUSUF.AMIR.	MIRJANGI, YUSUF.MIRDEL.ABDULREHMAN.	UMESH, ABHISHEK.	SALIAN, ABHISHEK.UMESH.
SALIGHEHDAR, ZAHRA.	TUZI, SARAH.	VANDERLINDEN, KIMBERLY-ANNE.MARIE.	MATTHEWS, KIMBERLY-ANNE.MARIE.
SALIM, SHUFE.OMAR.	BAFAGIH, SHIFA.OMAR.	VEERAPATHIRA MAHADEV, MANICHELVI.	SENTHILNAYAKAN, MANICHELVI.
SCHRAM, QUENTEN.ALEXANDER.	MACDONALD, QUENTEN.ALEXANDER.KENNETH.	VIGH, TRISTAN.THOMAS.	STATES, TRISTAN.THOMAS.
SEECHARRAN, TOTARAM.	SEECHARRAN, DENNIS.TOTARAM.	WALLACE, KEEGAN.JAMES.	WALLACE-NEVILLE, KEEGAN.JAMES.
SEIBEZZI, CHRISTINA.MARIA.	LONGO, CHRISTINA.MARIA.	WALUGEMBE, MATHEW.	BERGH, MATHEW.RODNEY.WALUGEMBE.
SERGUEEVA, NADIA.	GOLOVIN, NADIA.	WANG, YIXUAN.	WANG, NINA.YIXUAN.
SERZYK, CHANA.	ROSENBAUM, HONEY.	WARDOWSKI, LESZEK.JOSEPH.	WARDOWSKI, LESZEK.FRANCISZEK.
SHAW, BRITTANY.ELENA.	SADOVSKI, BRITANI.	WEN, WANGMEIZI.	WEN, MEI.WANGMEIZI.
SHEIKH, OMAR.AHMED.	SHAIKH, OMAR.AHMED.	WEST, SARAH.LYNN.	TONELLI, SARAH.LYNN.
SHEN, YANG.	SHEN, SONIA.YANG.	WHITE, DOLAN.JOHN.	WALKER, DOLAN.JOHN.
SHIRLEY, DEIRDRE.ERIN.COLLEEN.	VOTARY, DEIRDRE.ERIN.COLLEEN.	WILLIAMS, KATHLEEN.	STEENSTRA, KATHLEEN.
SHLIEMOVICH, IGOR.	SHLEIMOVICH, YEHUDA.RAFALOVICH, MICHAEL.KIRILL.	WILSON, JAMES.EDWARD.	WILSON, CLIFFORD.JAMES.
SIEGEL, MICHAEL.	RAFALOVICH, MICHAEL.KIRILL.	WONG, CHOI.HUNG.	WONG, RAINBOW.CHOI.HUNG.
SIGOUIN, ADAM.RICHARD.TERRANCE.	DODDRIDGE, ADAM.RICHARD.	WONG, IO.IEONG.	WONG, COLBERT.IO.IEONG.
SINGH, BIKRAMJIT.	KANG, BIKRAMJIT.SINGH.	WONG, MARCO.	WANG, JIAN.ZHONG.
SINKIA-COX, YOLANDA.	SINKIA, YOLANDA.STACEY.SHAINA.	WONG, TSZ.KIU.	WONG, VENUS.TSZ.KIU.
STACEY.SHAINA.	SHAINA.	WRAITH, JO-ANNE.MAUREEN.	MERIAM WRAITH, JO-ANNE.MAUREEN.
SINKIA-COX-REID, JAIDYN.XAVIER.	REID SINKIA, JAIDYN.XAVIER.	YIIN, PEINI.	YIN, PENNY.PEINI.
SIVAKUMARAN, NAROASAN.	SIVAKUMARAN, NAROSAN.	YOUNG, MICHAEL.CHARLES.MARK.	DI BERNARDO, MICHAEL.CHARLES.MARK.
SMITH, RICHARD.KYLE.	IRVINE, RICHARD.KYLE.	ZAINE, JOSHUA.GEORGE.	TITTERTON, JOSHUA.GOERGE.
SOUTHCOTT, JENNI-LYNN.	WARREN, JENNI-LYNN.	ZENDER OSORIO, CLAUDIA.ALEJAND.	ROSCA-ZENDER, CLAUDIA.ALEJANDRA.
ST FLEUR-DUFORTE, SOLANGE.	DUFORTE, SOLANGE.	ZHANG, CHUN.WAI.	ZHANG, DAVID.CHUN.WAI.
STAVROPOULOS, ALEXANDROS.	ETOLI, ALEXANDROS.	ZHANG, YING.	ZHANG, AUDREY.YING.
STEWART, AYESHA.DANIELLE.	STEWART-MENDEZ, AYESHA.DANIELLE.	ZHILTSOV, MICHAIL.	ZHILTSOFF, MICHAEL.
STORM, GUINEVERE.ANN.	STORM, JENNIFER.ANN.	ZHU, PINGTING.	ZHU, CHELSEA.
SUN, XING.YI.	SUN, CYNTHIA.XINGYI.	ZINKEN, COURTNEY.	ZINKEN, KOURTNIE..MARGARET.
SUTHERLAND, MARTHE.PAULINE.	SUTHERLAND, MARTHA.PAULINE.	ZVEREV, VIATCHESLAV.	RUBAN, VIATCHESLAV.
TAHER, SEERWAN.	TAHIR, SIRWAN.A.		
TAHSIN, ANEEQA.	HASAN, ANEEQA.TAHSIN.		
TALINI, MARYAM.	DAHER ELIAS, MARYAM.JOSEPH.		
TANG, JIALIN.	TANG, GERRARD.JIALIN.		
TANG, MING.KEUNG.	TANG, MING.KEUNG.KAM.TIM.		
TANG, VINSON.	XUAN, VINSON.WEI.		
TAREKE, SABA.TEDLA.	TEDLA, SABA.TAREKE.		

(144-G518)

SANDRA LEONETTI  
Deputy Registrar General  
Registraire générale adjointe de l'état civil

**OFNLP AGREEMENT 2011**

**THE AGREEMENT** effective as of the 22 day of August, 2011

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Finance

(the "Province")

- and -

**ONTARIO LOTTERY AND GAMING CORPORATION**  
a corporation without share capital established under the *Ontario Lottery and Gaming Corporation Act, 1999*  
(the "OLG")

- and -

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**  
**ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP**  
limited partnerships formed under the laws of Ontario

(the "Recipient")

**RECITALS:**

**WHEREAS** the Province is prepared to provide the Recipient with a payment to address the impact of the provincial portion of the harmonized sales tax on Casino Rama net revenues;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and *vice versa*;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

**1.2 Definitions.** In the Agreement, the following terms shall have the following meanings:

- "**Agreement**" means this agreement entered into between the Province, OLG and the Recipient and includes all of the schedules listed in section 1.3.
- "**CRRA**" means the Casino Rama Revenue Agreement dated June 9, 2000 and schedules thereto, attached to this Agreement as Schedule "A".
- "**DOA**" means the Amended and Restated Development and Operating Agreement dated March 18, 1996 and schedules thereto.
- "**Effective Date**" means the date set out at the top of this Agreement.
- "**Funds**" means the funds provided to the Recipient pursuant to the provisions of this Agreement and Article 4 in particular.
- "**GRSFA**" means the Gaming Revenue Sharing and Financial Agreement dated February 19, 2008 and schedules thereto.
- "**Parties**" means the Province, the OLG and the Recipient.
- "**Party**" means either the Province, the OLG or the Recipient.
- "**Transaction**" means the receipt and distribution of the Funds by the Recipient to First Nations in Ontario pursuant to the provisions of the CRRA and Article 4 of this Agreement.

**1.3 Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" – Casino Rama Revenue Agreement dated June 9, 2000
- (b) Schedule "B" – Full and Final Release

- 1.4 **Application of CRRA.** The Parties hereby agree to incorporate by reference all the terms and conditions of the CRRA and agree that the CCRA applies to the Transaction and this Agreement, except to the extent that any terms and conditions of the CRRA are expressly excluded by the provisions of this Agreement.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES**

- 2.1 The Recipient represents and warrants to and in favour of the Province:
- (a) It is and shall continue to be for the term of the Agreement a validly existing legal entity with full power to fulfill its obligations under the Agreement and to represent all of the First Nations set out in the CRRA and the GRSFA. The execution, delivery and performance of this Agreement has been duly and validly authorized by the necessary corporate actions of the Recipient and its general and limited partners and, when executed and delivered by the Recipient, constitutes a legal, valid and binding obligation of the Recipient enforceable in accordance with the terms hereof.
  - (b) The Recipient has established and shall maintain throughout the Term administrative practices and governance procedures to provide for the prudent and effective management and distribution of the Funds.
  - (c) The Recipient will use the Funds exclusively for the Transaction and for no other purposes.
  - (d) The Recipient will promptly notify the Province of any material change that would adversely affect the ability of the Recipient to fulfill its obligations under this Agreement or the carrying out of the Transaction.
- 2.2 **Compliance with Laws.** The Recipient shall be in compliance with all applicable laws which could affect the Recipient and the Agreement during the term.
- 2.3 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in Article 2 of this Agreement.

**ARTICLE 3**  
**TERM OF THE AGREEMENT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on the date on which the Recipient has fully expended the Funds for the purposes of carrying out the Transaction.

**ARTICLE 4**  
**FUNDS AND REPORTING**

- 4.1 **Funds Provided.** The Province shall direct the OLG to pay the Recipient the Funds in the manner and on the date calculated as below:
- (a) **Payment Amount:** on the execution of this Agreement by all the Parties and the execution of the full and final release required under section 4.4, an amount of \$7,296,015 based on the audited financial data and the OLG external auditor's *Specified Procedures Report* from Casino Rama for the year ending March 31, 2011, which amount represents the final calculation made by the OLG of the impact of the provincial portion of the harmonized sales tax ("HST") on the net revenues of Casino Rama for the period July 1, 2010 to March 31, 2011.
- 4.2 **Set Off.** If as a result of the amount determined under section 4.1(a) the Recipient owes any monies, including any Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such monies shall be deemed to be a debt due and owing to the Province and the OLG by the Recipient, and the Province and/or the OLG shall have a right of set-off as against any payments required to be made to the Recipient under the CRRA and/or the GRSFA, as well as a right of set-off for any claims made by the Recipient or any First Nations who are limited partners of the OFNLP or the OFNLP 2008 (including any First Nations who are unsigned First Nations as at the date of the Agreement and who subsequently become limited partners of the OFNLP or the OFNLP 2008) in respect of the Transaction as against any payments required to be made to the Recipient under the CRRA and/or the GRSFA.
- 4.3 **Use of Funds and Reporting.** The Parties agree that the Funds shall be used and reported on in a manner consistent with the use of revenues under the CRRA and shall be distributed by the Recipient pursuant to the requirements of the CRRA, and that the appointment of the Joint Appointee under the CRRA shall include review of this distribution.
- 4.4 **Release.** The Recipient shall execute and deliver to the Province and the OLG a full and final release in the form of the attached Schedule "B". The executed release shall be held in escrow by counsel for the Recipient and released out of escrow to the Province and the OLG immediately upon payment of the Funds to the counsel for Recipient.
- 4.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province or the OLG any control whatsoever over the Recipient's records.
- 4.6 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 5**  
**GOVERNING LAW ETC.**

- 5.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising out of or in connection with the Agreement or the Transaction shall be conducted in Toronto, Ontario.

- 5.2 **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.
- 5.3 **Time.** Time is of the essence of this Agreement.
- 5.4 **Survival.** Article 2 (Representations and Warranties) Article 4 (Funds and Reporting), section 6.4 (Indemnification) shall survive any termination or cancellation of this Agreement. Without limiting the foregoing, all representations and warranties of the Recipient contained herein or in any certificate or other writing delivered in connection herewith will survive the transactions contemplated hereby and are material and have been or will be relied upon by the Province and the OLG notwithstanding any investigation made by or on behalf of the Province and the OLG. For the purpose of the foregoing, all statements contained in any certificate or other writing delivered by or on behalf of the Recipient pursuant hereto or in connection with the transactions contemplated hereby shall be deemed to be representations and warranties of the Recipient contained herein.

**ARTICLE 6**  
**ENTIRE AGREEMENT AND LIMITATION OF LIABILITY**

- 6.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 6.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 6.3 **Limitation of Liability.** In no event will the Province or the OLG be responsible for any direct or indirect or consequential damages of any kind sustained by the Recipient or its general partner or limited partners (including any First Nations who are unsigned First Nations as at the date of the Agreement and who subsequently become limited partners of the OFNLP or the OFNLP 2008), or any members of its limited partners, arising from the Transaction.
- 6.4 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Province and the OLG from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, sustained, incurred, brought or prosecuted by its general partners or limited partners (including any First Nations who are unsigned First Nations as at the date of the Agreement and who subsequently become limited partners of the OFNLP or the OFNLP 2008) or any member of its limited partners, in any way arising out of or in connection with the Transaction or otherwise in connection with the Agreement.

The Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by the Minister of Finance**

\_\_\_\_\_ Date

**ONTARIO LOTTERY AND GAMING CORPORATION**

Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
I have authority to bind the Corporation

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**  
**by its general partner, Ontario First Nations General Partner Inc.**

I have authority to bind the limited partnership \_\_\_\_\_ Date \_\_\_\_\_

**ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP**  
**by its general partner, New OFNLP General Partner Limited**

I have authority to bind the limited partnership \_\_\_\_\_ Date \_\_\_\_\_



**SCHEDULE "A"**  
**CASINO RAMA REVENUE AGREEMENT DATED JUNE 9, 2000**

**HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO AS REPRESENTED BY THE  
HONOURABLE JAMES FLAHERTY, ATTORNEY GENERAL  
AND MINISTER RESPONSIBLE FOR NATIVE AFFAIRS**

**AND**

**ONTARIO LOTTERY AND GAMING CORPORATION**

**AND**

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**AND**

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

**CASINO RAMA REVENUE AGREEMENT**

**DATED: June 9, 2000**

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**Schedule Q—Acknowledgement and Consent of Mnjikaning First Nation**

**Schedule R—Protocol Agreement**

**THIS AGREEMENT made on the 9th day of June, 2000.**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as  
represented by the Honourable James Flaherty, Attorney General  
and Minister Responsible for Native Affairs**

**- and -**

**ONTARIO LOTTERY AND GAMING CORPORATION, a Crown  
agency established pursuant to the Enabling Legislation**

**- and -**

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP, a limited  
partnership formed pursuant to the laws of the Province of Ontario**

**- and -**

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP, a limited  
partnership formed pursuant to the laws of the Province of Ontario**

RECITALS

**WHEREAS:**

1. The Province and the Ontario First Nations, as represented by the Chiefs of Ontario, agreed to the establishment of an Ontario First Nations casino as a vehicle to enhance, among other things, the growth and capacity of Ontario First Nations in respect of community development, health, education, economic development and cultural development;
2. The Complex was established on reserve lands of Mnjikaning First Nation;
3. Subject to the terms of this Agreement, the Province agrees that the Ontario First Nations as represented by the Limited Partnerships are to receive the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex, as long as the Complex continues to be conducted and managed by OLG or the Province or OLG or the Province is entitled to Ongoing Net Revenues, whichever is later;
4. OFN Limited Partnership has been established by the Ontario First Nations (other than Mnjikaning First Nation), among other things, to receive their share of the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex;
5. Mnjikaning First Nation has established MFN Limited Partnership to receive their share of the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex;

**NOW THEREFORE**, in consideration of the respective covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, and with acknowledgement of, and respect for the existing relationships between the Province and the Ontario First Nations, the Province, OLG, OFN Limited Partnership and MFN Limited Partnership agree as follows:

**ARTICLE 1**  
**INTERPRETATION AND PURPOSE**

**1.1 Definitions**

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

- (a) "Accruals" has the meaning ascribed thereto in the OFN Limited Partnership Agreement or the MFN Limited Partnership Agreement, as applicable;
- (b) "Accumulated Net Revenues" means the Gross Revenues that have accumulated since the opening of the Complex to and including March 31, 2000, less the amounts paid or withdrawn in accordance with Sections 6.2(i) to 6.2(xv) of the Development and Operating Agreement up to and including such date including, without limitation or duplication, payments of winnings to players, the Win Contribution, the OLG Charge, and the Operating Expenses, Debt Repayments and Extraordinary Expenses defined as follows:
  - (1) "Operating Expenses" has the meaning ascribed thereto in the Development and Operating Agreement, and includes without limitation, all amounts, in accordance with the Development and Operating Agreement, paid to the Operator, the Rama Allocation, complimentarys, payments in respect of Specified Local Services, payments under the Ground Lease, insurance premiums, costs incurred in respect of FF&E Repairs, and generally all other payments made pursuant to and in accordance with the provisions of the Development and Operating Agreement in connection with the operation of the Complex, plus amounts paid or repaid into reserves, including the Capital Renewals Reserve and the Operating Reserves;
  - (2) "Debt Repayments" means all amounts expended for repayment of debt (including interest and other amounts charged in respect thereof) for the development, financing and operation of the Complex; and
  - (3) "Extraordinary Expenses" means expenditures which were made or for which a liability has been incurred on or prior to March 31, 2000 on a non-recurring basis, including:

- (i) payments made for the Community Centre, Seniors Centre and Off-Site Infrastructure Facilities as provided for in the Development and Operating Agreement as specifically described in Schedule B;
  - (ii) the costs and expenses of the Province in relation to the negotiation and settlement of this Agreement, such amount not to exceed \$1,500,000;
  - (iii) the costs and expenses of the Chiefs of Ontario and Mnjikaning First Nation in relation to the negotiation and settlement of this Agreement in the amount of \$2,700,000; and
  - (iv) other off-site infrastructure improvements not provided for in the Development and Operating Agreement as specifically described in Schedule B;
- (c) “Administrative Office” means the administrative offices identified in the OFN Limited Partnership Agreement or the MFN Limited Partnership Agreement, as the case may be;
- (d) “AGCO Levy” means the Alcohol and Gaming Commission of Ontario levy applied against the Complex pursuant to Subsection 14(4)4 of the Enabling Legislation;
- (e) “Agreement” means this agreement entitled Casino Rama Revenue Agreement as amended, modified, supplemented or restated by the parties hereto from time to time;
- (f) “Agreement Rate of Interest” means the Prime Rate plus 1% per annum, calculated and compounded monthly;
- (g) “Ancillary Documents” means in respect of any of this Agreement, the Metis Litigation Agreement, the OFN Limited Partnership Agreement, the MFN Limited Partnership Agreement, the Shareholders Agreement, the Protocol Agreement and the acknowledgements and consents required pursuant to Sections 12.16 and 12.17 hereof, any amendment, supplement or restatement thereof and any notice, consent, waiver, certificate or instrument to be made in respect hereof or thereof;
- (h) “Approved Investments” means any investment referred to in Schedule I;
- (i) “Approved Operating Budget” has the meaning ascribed thereto in the Development and Operating Agreement;
- (j) “Arbitrator” means the person mutually agreed upon by the parties or appointed pursuant to the Arbitration Act, 1991 (Ontario), as further described in Section 9.3;
- (k) “Bank Accounts” means the bank accounts established by OLG C for exclusive use in connection with the Complex as defined in Section 6.1 of the Development and Operating Agreement;
- (l) “Business Day” means any day which is not a Saturday, Sunday or day observed as a holiday in the Province of Ontario under the laws of the Province of Ontario or the federal laws of Canada applicable therein;
- (m) “Capital Renewals” has the meaning ascribed thereto in the Development and Operating Agreement;
- (n) “Capital Renewals Reserve” has the meaning ascribed thereto in the Development and Operating Agreement;
- (o) “Chiefs in Assembly” means a duly called and properly constituted general meeting of the duly elected Chiefs of Ontario First Nations;
- (p) “Chiefs of Ontario” means the not-for-profit company incorporated under the laws of the Province of Ontario under the name Indian Associations Co-Ordinating Committee of Ontario Inc. established by the Ontario First Nations;
- (q) “Community Centre” has the meaning ascribed thereto in the Development and Operating Agreement;
- (r) “Complex” has the meaning ascribed thereto in the Development and Operating Agreement but does not include any assets, business, facilities and amenities which are established through the use of funds by MFN Limited Partnership pursuant to Section 3.4, but shall include assets acquired using Gross Revenues (including loans or other financing repaid through Gross Revenues) of the Complex;
- (s) “Complex Lands” has the meaning ascribed thereto in the Development and Operating Agreement;
- (t) “Complex Sublease” has the meaning ascribed thereto in the Development and Operating Agreement;
- (u) “Development and Operating Agreement” means the agreement by that name dated March 18, 1996, as amended April 15, 1996, among, inter alia, Ontario Casino Corporation (a predecessor of OLG C), Chippewas of Rama First Nation and CHC Casinos Canada Limited, and as further amended, modified, supplemented or restated from time to time, and includes such further agreements that may be entered into for the development, financing and operation of a hotel and entertainment complex, provided that if the Development and Operating Agreement as herein defined is terminated or not renewed, Development and Operating Agreement shall mean any subsequent agreement or arrangement in which, directly or indirectly, the Province (or OLG C) continues to conduct and manage the Complex or continues to be entitled to receive Ongoing Net Revenues, whichever is later;
- (v) “Enabling Legislation” means 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;
- (w) “FF&E Repairs” has the meaning ascribed thereto in the Development and Operating Agreement;
- (x) “Force Majeure” means any bona fide delay or state of affairs beyond the control of a party hereto 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:

- (i) the non-supply, non-provision or non-delivery of any service or utility or of the doing of any work or the making of any repairs,
  - (ii) inability to obtain, or shortages in any required material, goods, equipment, service, utility or labour,
  - (iii) any applicable law or by reason of its inability to procure any Governmental Consent, provided in the case of OLGC and the Province, Governmental Consent shall not include any Governmental Consent of Ontario or under the laws of Ontario,
  - (iv) any strikes, lockouts, slowdowns or other combined action of workers or labour disputes,
  - (v) litigation or threatened litigation,
  - (vi) accidents, acts of God, insurrection, war, riots or civil commotions, or
- (vii) failure of any Person (other than a party hereto) to provide any consent or approval for which a request is made;
- (y) "Future Generations Fund" has the meaning ascribed thereto in the OFN Limited Partnership Agreement;
- (z) "Games of Chance" means 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), as may be amended from time to time;
- (aa) "General Partners" means the OFN General Partner and the MFN General Partner;
- (ab) "Governmental Authority" means any government, parliament, legislature, regulatory authority, agency, commission, board, court or instrumentality of Canada or any province thereof having jurisdiction, but excluding OLGC;
- (ac) "Governmental Consent" means any licence, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval or authority to be issued or provided by a Governmental Authority;
- (ad) "Gross Revenues" has the meaning ascribed thereto in the Development and Operating Agreement;
- (ae) "Ground Lease" has the meaning ascribed thereto in the Development and Operating Agreement;
- (af) "Ground Rent" has the meaning ascribed thereto in the Development and Operating Agreement;
- (ag) "Implementation Committee" has the meaning ascribed thereto in Section 8.5.2;
- (ah) "including" means including without limitation;
- (ai) "Indebtedness" means all indebtedness for borrowed money, all indebtedness under any conditional sale or other title retention agreement, all liabilities represented by a note or other evidence of indebtedness, all obligations under leases, all guarantees of indebtedness of another Person and all other liabilities of a Person;
- (aj) "Indian Act" means the Indian Act, R.S.C. 1985, c.I-5, as amended;
- (ak) "Initial Period" means the five year period beginning August 1, 1996 and ending July 31, 2001;
- (al) "Investment Income" has the meaning ascribed thereto in the OFN Limited Partnership Agreement;
- (am) "Joint Appointee" means the person appointed under Section 4.4.1 of this Agreement;
- (an) "Limited Partner" means an Ontario First Nation which is a limited partner of OFN Limited Partnership;
- (ao) "Limited Partner Expense" means an Expense as defined in the OFN Limited Partnership Agreement and the MFN Limited Partnership Agreement applicable to a Limited Partner or MFN Limited Partner, as the case may be;
- (ap) "Limited Partnerships" means OFN Limited Partnership and MFN Limited Partnership;
- (aq) "Metis Litigation Agreement" means the agreement by that name dated the date hereof among the Province, OFN Limited Partnership and MFN Limited Partnership;
- (ar) "MFN Claim" has the meaning ascribed thereto in Section 2.8.7;
- (as) "MFN General Partner" means Mnjikaning Chippewas General Partner Inc.;
- (at) "MFN Limited Partnership" means the Mnjikaning First Nation Limited Partnership;
- (au) "MFN Limited Partnership Agreement" means the agreement between MFN General Partner and Mnjikaning First Nation, as amended, modified, supplemented or restated from time to time, a true copy of which is attached hereto as Schedule L;
- (av) "Mnjikaning Entity" means Mnjikaning First Nation or any person who is related to or does not deal at arm's length with Mnjikaning First Nation within the meaning of the Income Tax Act (Canada) (including any entities owned in whole or in part by any such person or by all or substantially all members of Mnjikaning First Nation but excluding individual members of Mnjikaning First Nation );
- (aw) "Mnjikaning First Nation" and "MFN Limited Partner" means the Chippewas of Mnjikaning First Nation;



- (ax) "Near Band" means an Ontario aboriginal group recognized by the Chiefs in Assembly that is not a Status Band but which is engaged in processes to become a Status Band (i.e. it has applied for and is actively pursuing recognition as a band under the Indian Act), and "Near Bands" means every Near Band; provided that:
- (i) each Ontario aboriginal group referred to in Schedule A.1 at the date hereof shall be deemed to be a Near Band for the period commencing on the beginning of the Initial Period and consistent with the provisions of Section 1.2; and
  - (ii) each Ontario aboriginal group added to Schedule A.1 subsequent to the date hereof pursuant to Section 1.2 shall be deemed to be a Near Band for the period commencing on the date on which it became a Limited Partner pursuant to the OFN Limited Partnership Agreement and consistent with the provisions of Section 1.2;
- (ay) "Off-Site Infrastructure Facilities" has the meaning ascribed thereto in the Development and Operating Agreement;
- (az) "OFN General Partner" means Ontario First Nations General Partner Inc.;
- (aaa) "OFN Limited Partnership" means the Ontario First Nations Limited Partnership;
- (aab) "OFN Limited Partnership Agreement" means the agreement among the Ontario First Nations and the OFN General Partner, as amended, modified, supplemented or restated from time to time, a true copy of which is attached hereto as Schedule K;
- (aac) "OLGC" means the Ontario Lottery and Gaming Corporation, a Crown agency established pursuant to the Enabling Legislation, its predecessor Ontario Casino Corporation, and its successors and permitted assigns; 10
- (aad) "OLGC Account" means the account that has been designated by OLGC under Section 6.2(xvi) of the Development and Operating Agreement;
- (aae) "OLGC Charge" means the Ontario Lottery and Gaming Corporation operating expenses contemplated under Subsection 14(4)3 of the Enabling Legislation, including reimbursement to OLGC of all ongoing costs incurred by it in connection with the fulfilment of its obligations under the Development and Operating Agreement, the Material Agreements (as that term is defined in the Development and Operating Agreement), and this Agreement, including legal, accounting and managerial costs and expenses;
- (aaf) "Ongoing Net Revenues" means the Gross Revenues generated after March 31, 2000, less the amounts required to be paid or withdrawn in accordance with Sections 6.2(i) to 6.2(xv) of the Development and Operating Agreement from time to time after such date including, without limitation or duplication, payments of winnings to players, the Win Contribution, the OLGC Charge, the AGCO Levy, and the Operating Expenses, Debt Repayments and Extraordinary Expenses defined as follows:
- (1) "Operating Expenses" has the meaning ascribed thereto in the Development and Operating Agreement, and includes without limitation, all amounts, in accordance with the Development and Operating Agreement, paid to the Operator, the Rama Allocation, complimentaries, payments in respect of Specified Local Services, payments under the Ground Lease, insurance premiums, costs incurred in respect of FF&E Repairs, and generally all other payments made pursuant to and in accordance with the provisions of the Development and Operating Agreement in connection with the operation of the Complex, plus amounts paid or repaid into reserves, including the Capital Renewals Reserve and the Operating Reserves;
  - (2) "Debt Repayments" means all amounts expended for repayment of debt (including interest and other amounts charged in respect thereof) related to the development, financing and operation of the Complex; and
  - (3) "Extraordinary Expenses" means:
    - (i) the costs and expenses of the Joint Appointee appointed pursuant to Section 4.4;
    - (ii) the cost of the Province incurred to implement and monitor this Agreement to a maximum of \$100,000 annually for one full-time equivalent staff person and to a maximum of \$50,000 annually for administrative, secretarial, accounting, legal and other expenditures, such amounts to be increased annually by the average annual salary increase paid to employees of the Province classified in the Senior Management Group; and
    - (iii) the amount of any Judgment (as defined in Section 2.15.5), including without limitation or duplication, any award of costs and prejudgment and post judgment interest, in favour of one or more Claimants (as defined in Section 2.15.5), as provided in Section 2.15.6;
- (aag) "Ontario First Nations" means the First Nations in the Province of Ontario, as further defined in Section 1.2;
- (aah) "Operating Reserve" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aai) "Operating Year" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aaj) "Operator" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aak) "Partnership Expense" means an Expense as defined in the OFN Limited Partnership Agreement and the MFN Limited Partnership Agreement applicable to OFN Limited Partnership or MFN Limited Partnership, as the case may be;
- (aal) "Permits" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aam) "Permitted Interim Investments" means any investment referred to in Schedule J;
- (aan) "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 or an Ontario First Nation;

- (aao) "Prime Rate" means the rate of interest per annum established and reported by The Bank of Nova Scotia to the Bank of Canada from time to time as a reference rate of interest in order to determine the interest rate it will charge for demand loans in Canadian funds to its Canadian customers and which it refers to as its "prime lending rate" or "prime rate";
- (aap) "Protocol Agreement" means the agreement named Casino Rama Protocol Agreement dated the date hereof and to be entered into concurrently with this Agreement among the Limited Partnerships, the Chiefs of Ontario and Mnjkinaning First Nation, an execution ready copy of which is attached hereto as Schedule R;
- (aaq) "Province" means Her Majesty the Queen in right of Ontario;
- (aar) "Rama Allocation" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aas) "Rama Entities" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aat) "Revenue Arrangements" has the meaning ascribed thereto in Section 1.15.1;
- (aau) "Rolling Draft" means the document entitled "Summary of Discussions to December 1, 1997 First Nations Fund" dated Monday, December 7, 1998, and all previous such summaries of discussion so titled, including documents dated Monday, March 30, 1998, December 1, 1997 and July 26, 1996;
- (aav) "Seniors Centre" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aaw) "Shareholders Agreement" means the agreement among the OFN General Partner and Ontario First Nations as shareholders of the OFN General Partner of even date as amended and restated from time to time;
- (aax) "Specified Local Services" has the meaning ascribed thereto in the Development and Operating Agreement;
- (aay) "Status Band" means an Ontario First Nation that is recognized as a band under the Indian Act; and
- (aaz) "Win Contribution" means the payments made under Subsection 14(4)2 of the Enabling Legislation to the Consolidated Revenue Fund of the Province.

## 1.2 Ontario First Nations under this Agreement

- 1.2.1 For the purposes of this Agreement, Ontario First Nations means the list of Ontario First Nations set forth in Schedule A attached hereto, as it may be added to or changed to reflect First Nations located in Ontario that are Status Bands, and, subject to the provisions of this Section 1.2, Near Bands.
- 1.2.2 In order for (a) a Near Band listed in Schedule A.1 at the date hereof (an "Existing Near Band") or (b) an Ontario aboriginal group that is a Near Band which has been recognized subsequent to the date of this Agreement in accordance with Section 2.15 of the OFN Limited Partnership Agreement (a "New Near Band") to continue to be regarded as a Near Band and an Ontario First Nation for the purposes of this Agreement, it must not incur a Loss of StatusEvent as provided in Section 1.2.4.
- 1.2.3 If a Near Band's application to the Department of Indian Affairs and Northern Development of the Government of Canada ("DIAND") to become a Status Band is not approved (a) in the case of an Existing Near Band, by the third anniversary of the date of this Agreement, or (b) in the case of a New Near Band, by the third anniversary of the date on which such New Near Band became a Limited Partner in accordance with Section 2.15 of the OFN Limited Partnership Agreement, then the relevant Near Band must establish to the reasonable satisfaction of the Province that its application is under active consideration by DIAND and that the Near Band has taken all reasonable steps to advance its application to become a Status Band.
- 1.2.4 In the event that (a) the application of a Near Band to become a Status Band is (i) refused within the applicable three year period referred to in Section 1.2.3, or (ii) neither approved nor refused within such applicable three year period; and (b) the Near Band cannot establish to the reasonable satisfaction of the Province that (i) the application is under active consideration by DIAND, and (ii) the Near Band has taken all reasonable steps to advance its application to become a Status Band following such refusal or expiry of such three year period, as the case may be, then the Province shall be entitled to provide a written notice to OFN Limited Partnership that such Near Band has failed to comply with this Section 1.2.4 (a "Loss of Status Event").
- 1.2.5 Upon receipt by the OFN Limited Partnership from the Province of a notice of the occurrence of a Loss of Status Event in respect of a Near Band, such Near Band shall immediately cease to be a Near Band for the purposes of this Agreement. Any Near Band which incurs a Loss of Status Event shall not be considered to be an Ontario First Nation for the purposes of this Agreement unless and until it subsequently becomes a Status Band and is recognized in accordance with Section 2.15 of the OFN Limited Partnership Agreement.
- 1.2.6 OFN Limited Partnership shall provide timely notice to the Province of any revisions to Schedules 1.1B and 1.1F of the OFN Limited Partnership Agreement and, upon receipt thereof by the Province, Schedules A and A.1 hereof shall be deemed to be amended to give effect to such revisions. Without limiting the generality of the foregoing, if an aboriginal group that is a Near Band ceases to be recognized by the Chiefs in Assembly or suffers a Loss of Status Event, Schedules A and A.1 hereof shall be deemed to be amended accordingly.
- 1.2.7 OFN Limited Partnership agrees that:
  - (a) any distribution to which a Near Band may be entitled under this Agreement or the OFN Limited Partnership Agreement shall be made to a sister First Nation band on behalf of the Near Band;
  - (b) such sister First Nation band shall be responsible for distributing the funds to the Near Band;
  - (c) all reporting, accountability and other requirements provided for hereunder and in the OFN Limited Partnership Agreement in respect of the Near Band, including providing annually a list of the members of the Near Band to OFN Limited Partnership, shall be performed by the Near Band through the offices of the sister First Nation band; and

- (d) notwithstanding the foregoing paragraphs (a), (b) and (c), the sister First Nation band shall not be responsible, liable, in non-compliance with this Agreement or the OFN Limited Partnership Agreement or the acknowledgement and consent of the Near Band required pursuant to Section 12.16, or subject to any remedies, sanctions or other actions against it hereunder or thereunder, for the noncompliance of the Near Band with the provisions of such agreements, acknowledgement and consent.

For the purpose of this Section 1.2.7, "sister First Nation band" means a First Nation band located in Ontario that is a Status Band, is nominated by a Near Band, and agrees to act on behalf of the Near Band for the purposes contemplated in this Section 1.2.7.

### 1.3 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. Any defined terms and section references included in definitions contained in this Agreement that reference the Development and Operating Agreement shall be included by reference herein to the extent necessary to give effect to the definitions contained in this Agreement.

### 1.4 Accounting Terms

Accounting terms used herein, unless otherwise defined, shall have the meaning accorded thereto by Canadian generally accepted accounting principles. The financial statements referred to herein, whether audited or unaudited, shall be prepared in accordance with Canadian generally accepted accounting principles.

### 1.5 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:

- (a) Schedule A—Ontario First Nations
- (a.1) Schedule A.1—Near Bands
- (b) Schedule B—Initial Statement (Accumulated Net Revenues)
- (c) Schedule C—Quarterly Statement (Ongoing Net Revenues)
- (d) Schedule D—Annual Statement (Ongoing Net Revenues)
- (e) Schedule E—Annual Statement (Non-Arm's Length and Related Party Transactions)
- (f) Schedule F—Ontario First Nations Financial Statements
- (g) Schedule G—OFN Limited Partnership Report to Province
- (h) Schedule H—MFN Limited Partnership Report to Province
- (i) Schedule I—Approved Investments
- (j) Schedule J—Permitted Interim Investments
- (k) Schedule K—OFN Limited Partnership Agreement
- (l) Schedule L—MFN Limited Partnership Agreement
- (m) Schedule M—Form of Confidentiality Agreement
- (n) Schedule N Statement of Claim
- (o) Schedule O—Acknowledgement and Consent of Limited Partners
- (p) Schedule P—Acknowledgement and Consent of the Chiefs of Ontario
- (q) Schedule Q—Acknowledgement and Consent of Mnjikaning First Nation
- (r) Schedule R—Protocol Agreement

### 1.6 Currency

References to money herein are references to lawful currency of Canada.

### 1.7 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.

### 1.8 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.

**1.9 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.

**1.10 Table of Contents and 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 Statute Reference**

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

**1.13 Purpose**

The purpose of this Agreement is to set out the terms agreed to between the Province and the Limited Partnerships upon which the Accumulated Net Revenues and Ongoing Net Revenues, if any, generated by the Complex will be distributed to the OFN Limited Partnership and MFN Limited Partnership and to provide for certain matters related thereto.

**1.14 No Obligations or Interests**

Nothing express or implied in this Agreement:

- (a) obliges the Province or OLGC to continue to manage and conduct or provide for the operation of the Complex in the future other than during the term of the Development and Operating Agreement;
- (b) creates any interest in the Complex in favour of Ontario First Nations, the Limited Partnerships or the Chiefs of Ontario;
- (c) limits the right of OLGC and the Province to conduct and manage the Complex and to provide for its operation in accordance with applicable laws; or
- (d) modifies, extinguishes or derogates from any interest that OLGC or any Mnjikaning Entity may have under the Development and Operating Agreement.

**1.15 No Prejudice**

1.15.1 Notwithstanding any other provision of this Agreement, except as provided in Sections 1.15.2, 1.15.4 and 2.8.8, each of (and any combination of) this Agreement, the Metis Litigation Agreement, the OFN Limited Partnership Agreement, the MFN Limited Partnership Agreement, the Shareholders Agreement, the Protocol Agreement and the acknowledgements and consents required pursuant to Sections 12.16 and 12.17 (collectively the "Revenue Arrangements") and the Ancillary Documents are without prejudice to any rights, claims or defences that any party hereto, the Chiefs of Ontario or any of the Ontario First Nations may have in respect of:

- (i) the MFN Claim referred to in Section 2.8.7;
- (ii) the claim referred to in Section 10.1 relating to the Win Contribution; or
- (iii) any claim which asserts an obligation of the Province or OLGC to continue to conduct and manage and provide for the operation of the Complex, or to distribute the revenues of the Complex to Ontario First Nations beyond the term of this Agreement and beyond the term of the Development and Operating Agreement.

1.15.2 Nothing in any of (or in any combination of) the Revenue Arrangements and the Ancillary Documents, including Section 12.5 hereof, shall affect the ability of any court or tribunal to determine the admissibility of and, if admissible, to rely upon, prior or contemporaneous negotiations, agreements, representations, discussions, understandings, proposals, whether oral or written, including the Rolling Draft, in respect of the claims referred to in Section 1.15.1. Notwithstanding the foregoing, the parties agree that the existence of the Revenue Arrangements and the Ancillary Documents and any of the provisions contained herein or therein and the contents of any negotiations leading to the Revenue Arrangements and any Ancillary Documents after December 7, 1998, will not be advanced as evidence or legal argument in support or defence of any of the claims or defences referred to in Section 1.15.1.

1.15.3 Nothing in any of (or in any combination of) the Revenue Arrangements and the Ancillary Documents shall affect the ability of a party to commence an action contemplated by Section 1.15.1 of this Agreement prior to the expiry of the term of this Agreement or the Metis Litigation Agreement.

1.15.4 The parties agree that notwithstanding the outcome of the claims contemplated by Section 1.15.1, but subject to Section 2.8.8, the parties shall be bound by the other terms of this Agreement until this Agreement is terminated in accordance with its terms.

1.15.5 Nothing in any of (or in any combination of) the Revenue Arrangements and the Ancillary Documents abrogates or derogates from any existing aboriginal or treaty right pursuant to Section 35 of the *Constitution Act, 1982*.

**ARTICLE 2**  
**TRANSFER OF FUNDS**

**2.1 Acknowledgement of Accumulated Net Revenues Received to Date**

2.1.1 The Limited Partnerships acknowledge and agree to the receipt by the Chiefs of Ontario of \$2,700,000 out of the Gross Revenues referenced in Section 1.1(b) representing the costs and expenses of the Chiefs of Ontario and Mnjikaning First Nation in negotiating and settling this Agreement.

2.1.2 The Limited Partnerships acknowledge and agree to the receipt by the Province of the sum of \$1,500,000 out of the Gross Revenues referenced in Section 1.1(b) representing the costs and expenses of the Province in negotiating and settling this Agreement.

**2.2 Immediate Transfer to OFN Limited Partnership**

OLGC has today provided to OFN Limited Partnership a certified cheque or other immediately available funds in the amount of \$266,223,948.46, being 65% of the Accumulated Net Revenues including all interest earned thereon.

**2.3 Immediate Transfer to MFN Limited Partnership**

OLGC has today provided to MFN Limited Partnership a certified cheque or other immediately available funds in the amount of \$143,351,356.86, being 35% of the Accumulated Net Revenues including all interest earned thereon.

**2.4 Monthly Transfer to OFN Limited Partnership**

Subject to Section 2.8, OLGC shall transfer to OFN Limited Partnership, by way of wire transfer, as soon as reasonably practicable but in no event later than the last Business Day of each month, 65% of all funds accumulated in the OLG Account for the preceding month (including all interest earned thereon), less amounts paid for or amounts reserved to pay liabilities in respect of Extraordinary Expenses (as the term is defined in the definition of Ongoing Net Revenues). Such amount shall be transferred to an account designated by OFN Limited Partnership for this purpose. The funds transferred each month will constitute the monthly instalment of Ongoing Net Revenues which will be reconciled at the end of each Operating Year as contemplated by Section 2.6.

**2.5 Monthly Transfer to MFN Limited Partnership**

Subject to Section 2.8, OLGC shall transfer to MFN Limited Partnership, by way of wire transfer, as soon as reasonably practicable but in no event later than the last Business Day of each month, 35% of all funds accumulated in the OLG Account for the preceding month (including all interest earned thereon), less amounts paid for or amounts reserved to pay liabilities in respect of Extraordinary Expenses (as the term is defined in the definition of Ongoing Net Revenues). Such amount shall be transferred to an account designated by MFN Limited Partnership for this purpose. The funds transferred each month will constitute the monthly instalment of Ongoing Net Revenues which will be reconciled at the end of each Operating Year as contemplated by Section 2.6.

**2.6 Transfers of Ongoing Net Revenues to the Limited Partnerships**

After the transfer of Accumulated Net Revenues pursuant to Sections 2.2 and 2.3, OLGC shall transfer Ongoing Net Revenues by way of monthly installments as required by Sections 2.4 and 2.5, except as otherwise provided in this Agreement. The amounts transferred under Sections 2.4 and 2.5 shall be reconciled with the Ongoing Net Revenues as reported in the report contemplated by Section 2.13.3 at the end of each Operating Year and any adjustment required after such reconciliation will be settled by way of increase or decrease in the next monthly transfers under Sections 2.4 and 2.5 provided, however, that in no circumstances shall OLGC be required to pay amounts in excess of amounts deposited into the OLG Account pursuant to the Development and Operating Agreement nor, for greater certainty, be charged interest on account or in respect of any such excess amount. This provision does not affect the Province's obligation under Section 9.5.

**2.7 No Commingling**

Ongoing Net Revenues deposited into the OLG Account pursuant to Section 6.2(xvi) of the Development and Operating Agreement shall be held and maintained separately by OLGC and not commingled with any other funds of OLGC or the Province, pending distribution in accordance with the terms of this Agreement. OLGC shall cause funds deposited in the OLG Account to be held in an account maintained with a Canadian chartered bank listed in Schedule I to the *Bank Act* (Canada) which account bears a competitive rate of interest, taking into consideration the amount and duration of balances that are held therein. OLGC agrees that it shall cause the Operator to make payments required to be made by it from time to time into the OLG Account in accordance with Section 6.2(xvi) of the Development and Operating Agreement.

**2.8 Post-Initial Period**

2.8.1 (a) Subsequent to the Initial Period, the 35% share of Ongoing Net Revenues referred to in Section 2.5 shall be subject to and distributed in accordance with this Section 2.8.

(b) OFN Limited Partnership and MFN Limited Partnership agree with the Province that the Protocol Agreement shall provide that the 35% allocation of Ongoing Net Revenues referred to in Section 2.5 shall, for the period(s) subsequent to the Initial Period, be reviewed by the Chiefs in Assembly before July 31, 2001 and that, except as may be consented to in writing by the Province, Sections 3.1 and 3.7 of the Protocol Agreement will not, directly or indirectly, be amended. Any amendment or deletion, directly or indirectly, of Section 3.1 or 3.7 of the Protocol Agreement without the Province's written consent will be void and of no force and effect for the purposes of this Agreement.

2.8.2 Pending a judgment of a court of final jurisdiction with no further right of appeal in the MFN Claim, and on at least 60 days' prior notice to OLGC and the Province, the 35% share of Ongoing Net Revenues referred to in Section 2.5 shall be distributed, in accordance with a joint direction of the Chiefs of Ontario as directed by the Chiefs in Assembly and of Mnjikaning First Nation (a) to one or both of the Limited Partnerships, and (b) as to any disputed amount referred to in the joint direction, to a joint account jointly established by the Limited Partnerships, and designated in writing by the Limited Partnerships to OLGC.

2.8.3 Following a judgment of a court of final jurisdiction with no further right of appeal in the MFN Claim, (i) the 35% share of Ongoing Net Revenues referred to in Section 2.5 in respect of all periods after the expiry of any joint direction under Section 2.8.2, and (ii) all amounts (if any) held in the joint

account jointly established by the Limited Partnerships under the Protocol Agreement (as referred to in Section 2.8.2 hereof), shall be distributed in accordance with the said judgment:

- (a) as to any entitlement of Mnjikaning First Nation pursuant to the said judgment, to MFN Limited Partnership in the manner set forth in Sections 2.5 and 2.8.8; and otherwise
  - (b) to MFN Limited Partnership and/or OFN Limited Partnership on such percentage basis as the Chiefs of Ontario may from time to time direct on at least 60 days' prior notice to OLG and the Province by way of a copy of a resolution passed by the Chiefs in Assembly, for such periods as the directions may provide, in the same manner (except as to percentages) as set forth in Sections 2.4 and 2.5.
- 2.8.4 During the period referred to in Section 2.8.2, where OLG does not receive a joint direction under Section 2.8.2, it shall retain in a segregated account the 35% share of Ongoing Net Revenues referred to in Section 2.5. OLG shall cause such funds to be held in an account maintained with a Canadian chartered bank listed in Schedule I to the *Bank Act* (Canada) which account bears a competitive rate of interest, taking into consideration the amount and duration of balances that are held therein.
- 2.8.5 Subsequent to the Initial Period, OFN Limited Partnership shall distribute Ongoing Net Revenues received by it pursuant to Section 2.4 as modified by this Section 2.8 together with interest accrued thereon on the basis of a formula determined from time to time by a resolution of the Chiefs in Assembly. Such formula shall provide for a transfer of a portion of such funds (and interest accrued thereon) to each Limited Partner, and shall incorporate factors reflecting the 23 population and remoteness of Ontario First Nations and such other factors as the Chiefs of Ontario may from time to time determine with the prior written approval of the Province, such approval not to be unreasonably withheld.
- 2.8.6 The parties hereto agree that any direction delivered to OLG and the Province in accordance with Section 2.8.2 or Section 2.8.3(b) of this Agreement shall be final and binding in all respects concerning the distribution to the Limited Partnerships of any amounts of Ongoing Net Revenues in accordance with the terms of such direction and no proceedings of any kind whatsoever shall be taken against or by the Province or OLG or their respective directors, officers, employees, servants or agents for the recovery or repayment of any amounts of Ongoing Net Revenues distributed to the Limited Partnerships in accordance with the terms of any such direction.
- 2.8.7 The parties hereto acknowledge and agree that, except as provided in Sections 1.15.2, 1.15.4 and 2.8.8, nothing in this Agreement shall:
- (i) prejudice or affect any claim which may be instituted in a legal proceeding by or against Mnjikaning First Nation in respect of an alleged continuing entitlement of Mnjikaning First Nation to receive a 35% share of Ongoing Net Revenues beyond the Initial Period (the "MFN Claim"); or
  - (ii) constitute any admission or recognition by the Province, OLG, OFN Limited Partnership, the Chiefs of Ontario or any Ontario First Nation that Mnjikaning First Nation is legally entitled to receive any percentage of Accumulated Net Revenues or Ongoing Net Revenues except as provided by this Agreement.
- 2.8.8 (a) In the event there is a judgment of a court of final jurisdiction with no further right of appeal in the MFN Claim which entitles Mnjikaning First Nation to receive a share of the Ongoing Net Revenues which is different from that:
- (i) provided for in this Agreement;
  - (ii) provided for in a distribution scheme determined by the Province in the event this Agreement is terminated pursuant to Section 11.4, Section 11.6 or otherwise; or
  - (iii) provided for by a negotiated or unilaterally imposed amendment to this Agreement under Section 2.15.5, Section 11.4, Section 11.6 or otherwise; the parties agree that this Agreement or such distribution scheme or such amendment, as the case may be, shall be automatically amended to the extent necessary to give effect to such judgment as it relates only to the share of the Ongoing Net Revenues to be distributed to MFN Limited Partnership.
- (b) MFN Limited Partnership agrees that Mnjikaning First Nation shall not seek or enforce any other remedy in respect of the MFN Claim which would, directly or indirectly, conflict or be inconsistent with the terms of this Agreement, or any distribution scheme determined by the Province in the event this Agreement is terminated pursuant to Section 11.4, Section 11.6 or otherwise, it being the intention of the parties that notwithstanding the outcome of the MFN Claim, MFN Limited Partnership shall continue to be bound by all other terms of this Agreement.

## 2.9 No Other Transfers

OLG shall not distribute, pay, use or transfer any Ongoing Net Revenues from the OLG Account except in accordance with this Agreement or in accordance with applicable law, without prejudice to the rights and remedies of the Limited Partnerships under applicable law.

## 2.10 [Intentionally deleted]

## 2.11 Interest on Late Transfers

If any amount to be transferred by OLG under this Article 2 is not transferred on the date OLG is required to transfer such amount, such amount shall bear interest from such date (or, in the case of transfers provided for in any of Sections 2.4, 2.5, 2.8.2 and 2.8.3, from the last Business Day of the relevant month) until the date of transfer at the Agreement Rate of Interest, except in the case of Force Majeure in which case such amount shall bear interest at the actual rate received by OLG thereon.

## 2.12 Books and Records

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

**2.13 Reports****2.13.1 Initial Report to Limited Partnerships – Accumulated Net Revenues**

OLGC shall, as soon as practicable, but no less than 90 days after the date hereof, prepare and submit to OFN Limited Partnership and MFN Limited Partnership, a report substantially in the form of Schedule B setting out the calculation of the Accumulated Net Revenues transferred to OFN Limited Partnership and MFN Limited Partnership under Sections 2.2 and 2.3 hereof together with an auditor's report thereon.

**2.13.2 Quarterly Report to Limited Partnerships–Ongoing Net Revenues**

OLGC shall provide to OFN Limited Partnership and MFN Limited Partnership within 90 days from the date hereof, and quarterly thereafter, a report substantially in the form of Schedule C (as amended from time to time to reflect changes in the Development and Operating Agreement), setting out the calculation of the Ongoing Net Revenues paid to OFN Limited Partnership and MFN Limited Partnership for each quarter under Article 2.

**2.13.3 Annual Report to Limited Partnerships**

OLGC shall, within 90 days after the end of each Operating Year of the Complex, prepare and submit to OFN Limited Partnership and MFN Limited Partnership a report substantially in the form of Schedule D (as amended from time to time to reflect changes in the Development and Operating Agreement), setting out the calculation of the Ongoing Net Revenues transferred to OFN Limited Partnership and MFN Limited Partnership for the Operating Year under Sections 2.4 and 2.5 (or as may be modified by Section 2.8) together with an auditor's report thereon.

**2.13.4 Non-Arm's Length Report**

OLGC shall, as soon as practicable but not less than 90 days after the end of each Operating Year, prepare and submit (or cause the Operator to prepare and submit) to OFN Limited Partnership and MFN Limited Partnership, a report substantially in the form of Schedule E setting forth a description of the nonarm's length contracts and transactions (as defined in Section 8.7.1(b) of this Agreement) or series of such transactions exceeding \$100,000 which occurred during such Operating Year, other than those with any Mnjikaning Entities, together with an auditor's report thereon.

**2.13.5 Annual Financial Statements for Complex**

OLGC shall deliver to OFN Limited Partnership as soon as practicable and, in any event, within 90 days after the end of each Operating Year of the Complex, the annual audited financial statements of the Complex approved by OLGC's external auditors.

**2.13.6 Other Information**

OLGC shall provide the following information to the directors of the OFN General Partner and the MFN General Partner, in at least sufficient detail for such directors to administer their businesses, and the rights and interests of the Limited Partnerships under this Agreement and the agreements referred to herein:

- (a) financial projections for the Complex for the following Operating Year within 10 days of approval thereof by the OLGC Board of Directors and the Province; and
- (b) financial performance and information for the Complex on the basis provided to the Board of Directors of OLGC on a quarterly basis; and

OFN General Partner and MFN General Partner acknowledge that any financial projections for the Complex are estimates and the giving of such projections shall not be construed as a guarantee or warranty by the Operator or OLGC that such projections will, in fact, occur.

**2.14 Confidentiality**

2.14.1 Each of OFN Limited Partnership and MFN Limited Partnership agrees to maintain in confidence all information provided by OLGC pursuant to this Article 2 in accordance with Section 12.1. OFN Limited Partnership and MFN Limited Partnership shall cause the directors of OFN General Partner and MFN General Partner, respectively, to execute appropriate confidentiality arrangements in favour of the respective Limited Partnership in accordance with Section 12.1 and substantially in the form of Schedule M, and OFN Limited Partnership and MFN Limited Partnership agree that any breach by any director of such confidentiality arrangements shall be deemed to be a breach of this Agreement by OFN Limited Partnership or MFN Limited Partnership, as the case may be.

2.14.2 Should OFN Limited Partnership or MFN Limited Partnership breach the confidentiality provisions contained in Section 2.14.1, or should any director of OFN General Partner or MFN General Partner breach the confidentiality provisions referred to in Section 2.14.1, OLGC may, in its discretion and acting reasonably, cease providing all or part of the information which OLGC is required to provide under this Agreement, for such time and to such persons as OLGC may determine.

**2.15 Unsigned First Nations**

2.15.1 Capitalized terms used in this Section 2.15 but not otherwise defined in this Agreement shall have the respective meanings given to them in the OFN Limited Partnership Agreement.

2.15.2 The parties acknowledge and agree that Section 5.3 of the OFN Limited Partnership Agreement includes certain provisions dealing with Unsigned First Nations.

2.15.3 OFN Limited Partnership represents and warrants that the OFN Limited Partnership Agreement shall provide that OFN General Partner will hold in a segregated account all amounts to which Unsigned First Nations would be entitled had they been Limited Partners (the "Held Amounts" and individually, a "Held Amount") and that each such amount will not be distributed to any person other than the Unsigned First Nation to which it relates except as provided in this Section 2.15 hereof and in Section 5.3 of the OFN Limited Partnership Agreement. OFN Limited Partnership and the Province shall review this Section 2.15 at the end of each fiscal year of OFN Limited Partnership and determine whether the Held Amounts should continue to be held by OFN General Partner or otherwise used as provided in Section 5.3 of the OFN Limited Partnership Agreement.

- 2.15.4.1 Subject to Section 2.15.6, OFN General Partner shall pay out of the Held Amount attributable to an Unsigned First Nation (but not otherwise), such amounts as are necessary in order to satisfy all claims, actions, demands, losses, damages, costs, liabilities, fines, expenses (including, without limitation or duplication, legal fees and disbursements) or other proceedings, by whomsoever made, sustained, brought or prosecuted, whether joint or several, together with interest thereon at the Agreement Rate of Interest from the date each is incurred until the date it is satisfied (collectively "Losses"), which are suffered by the parties to this Agreement or the Protocol Agreement or any of their respective directors, officers, employees, servants or agents (each a "Protected Party" and collectively, the "Protected Parties") and which are attributable to any claim by such Unsigned First Nation:
- (i) that it has an interest in the subject matter of this Agreement, the Metis Litigation Agreement, or the Protocol Agreement that is not subject to the terms of those agreements; or
  - (ii) that it is entitled to any amount or rights greater than those provided for under the OFN Limited Partnership Agreement; (all such Losses being the Unsigned First Nation's "Liabilities"); provided that, if such Held Amount is not sufficient to satisfy all of the Unsigned First Nation's Liabilities in full, OFN General Partner shall divide and distribute such Held Amount among the relevant Protected Parties in such shares as their respective entitlements to compensation bear to the total entitlements to compensation of all such Protected Parties.
- 2.15.4.2 Subject to Section 2.15.6, in the event that the Held Amount attributable to an Unsigned First Nation is not sufficient to satisfy all of its Liabilities, OFN General Partner shall divide and distribute all future payments to which such Unsigned First Nation (whether such Unsigned First Nation becomes a Limited Partner or not) would otherwise become entitled under the Revenue Agreement and the OFN Limited Partnership Agreement among the relevant Protected Parties on the same basis as set out in Section 2.15.4.1 until the Unsigned First Nation's Liabilities are satisfied in full.
- 2.15.5 If one or more Unsigned First Nations obtain a judgment of a court of final jurisdiction with no further right of appeal (the "Claimants"), which establishes or declares any right or entitlement claimed by an Unsigned First Nation as contemplated in Section 2.15.4.1 (the "Judgment") the parties agree, subject to the terms of the Judgment, to enter into good faith negotiations with each other and the Claimants in accordance with the Judgment, for the distribution of the Ongoing Net Revenues of the Complex through such amendments to this Agreement as are necessary to address the terms of the Judgment. In the event that the parties to this Agreement and the Claimants are unable to negotiate any such mutually acceptable agreement within 180 days of the Judgment, the Province may unilaterally amend this Agreement to address the terms of the Judgment by providing written notice to the other parties hereto of the Province's election to unilaterally amend this Agreement pursuant to this Section and the terms of such unilateral amendment. Upon such unilateral amendment, the Province will distribute Ongoing Net Revenues to Ontario First Nations on a fair and reasonable basis and, to the extent possible, on terms consistent with the terms of this Agreement prior to its amendment. The parties acknowledge that an objective of any amendment negotiated or unilaterally imposed shall be to minimize the changes to the existing terms of this Agreement.
- 2.15.6 Notwithstanding Section 2.15.4, the parties agree that the amount of any Judgment, including without limitation or duplication, any award of costs and prejudgment and postjudgment interest, in favour of one or more Claimants shall be payable by OLG as an Extraordinary Expense which shall be deducted from Gross Revenues as contemplated in Section 1.1(aaf)(3) and any Held Amount attributable to that Claimant shall first be used to satisfy all Liabilities of that Claimant other than those referred to in this Section 2.15.6 and upon such satisfaction, any balance of such Held Amount shall be used to satisfy the Liabilities of such Claimant referred to in this Section 2.15.6.

**ARTICLE 3**  
**USE OF FUNDS**

**3.1 Use of Funds by OFN Limited Partnership**

- 3.1.1 Subject to Accruals, Approved Investments and Partnership Expenses, 75% of the funds received by OFN Limited Partnership from OLG as an Extraordinary Expense under Article 2 shall be distributed among Ontario First Nations (other than Mnjikaning First Nation) in accordance with the provisions contained in Articles 5 and 6 of the OFN Limited Partnership Agreement.
- 3.1.2 Subject to the Métis Litigation Agreement, 25% of the funds received by OFN Limited Partnership from OLG as an Extraordinary Expense under Article 2 shall be held, invested and distributed as the Future Generations Fund in accordance with the provisions of the OFN Limited Partnership Agreement.
- 3.2 OFN and MFN Limited Partnership Agreement Provisions to be Unamended
- 3.2.1 Except as may be consented to in writing by the Province, OFN Limited Partnership agrees that:
- (a) Sections 2.2, 5.1, 6.2, the definitions of "Formula" as well as the defined terms included in such Sections and definition, of the OFN Limited Partnership Agreement, shall remain unamended for the Initial Period;
  - (b) Sections 2.1, 2.3, 2.4, 2.5, 2.15, 2.16, 5.2, 5.3, 6.1, 6.6, 7.1, 11.1, 11.2, 11.3, 11.4, 11.5, 12.2, 12.3, 12.4, 15.4, 16.1, 17.5 and 19.1, the definitions of "Accruals", "Approved Investments", "Approved Purposes", "Expenses" and "Permitted Interim Investments" and Schedules 11.1 and 11.2(a), as well as the defined terms included in such Sections and definitions, of the OFN Limited Partnership Agreement, shall remain unamended for the term of this Agreement; and
  - (c) Sections 6.2, 8.1, 8.2, 8.3 and 8.4, as well as the defined terms included in such Sections, of the OFN Limited Partnership Agreement shall remain unamended during the term the Metis Litigation Agreement remains in force.

Any amendment or deletion of any such provision without the Province's written consent will be void and of no force and effect for the purposes of this Agreement.

3.2.2 Except as consented to in writing by the Province, MFN Limited Partnership agrees that:

- (a) Section 2.2, as well as the defined terms included in such Section, of the MFN Limited Partnership Agreement shall remain unamended for the Initial Period;
- (b) Sections 2.1, 2.3, 2.4, 2.5, 6.1, 7.1, 11.1, 11.2, 11.3, 11.4, 11.5, 12.2, 12.3, 12.4, 15.4, 16.1, 17.5 and 19.1, the definitions of "Accruals", "Approved Investments", "Approved Purposes", "Expenses", "Permitted Interim Investments" and Schedules 11.1 and 11.2(a), as well as the



defined terms included in such Sections and definitions, of the MFN Limited Partnership Agreement shall remain unamended for the term of this Agreement; and

- (c) Sections 8.1, 8.2, 8.3 and 8.4, as well as the defined terms included in such Sections, of the MFN Limited Partnership Agreement shall remain unamended during the term the Metis Litigation Agreement remains in force.

Any amendment or deletion of any such provision without the Province's written consent will be void and of no force and effect for the purposes of this Agreement.

3.2.3 OFN Limited Partnership and MFN Limited Partnership agree that:

- (a) the definitions of "Investment Income" and "Expenses" in the OFN Limited Partnership Agreement will not be amended without the consent of MFN Limited Partnership; and
- (b) the definitions of "Investment Income" and "Expenses" in the MFN Limited Partnership Agreement will not be amended without the consent of OFN Limited Partnership.

### 3.3 Purposes of Funds

3.3.1 OFN Limited Partnership agrees with the Province that the OFN Limited Partnership Agreement shall provide that the funds distributed by it to Ontario First Nations, including the Future Generations Fund and Investment Income from Approved Investments, shall, subject to Partnership Expenses, Limited Partner Expenses, Accruals and Approved Investments pending expenditure in accordance with this Section 3.3, be used by Ontario First Nations for capital and/or operating expenditures in respect of (a) community development; (b) health; (c) education; (d) economic development; (e) cultural development, of Ontario First Nations (other than Mnjikaning First Nation) and their territories and members; which may include (i) the service or repayment of any Indebtedness existing at the date hereof in respect of any of the foregoing purposes; (ii) the service or repayment of any Indebtedness incurred subsequent to the date hereof in respect of any of the foregoing purposes; and (iii) the defence and enforcement of any rights or claims in respect of any of the foregoing purposes.

3.3.2 OFN Limited Partnership, MFN Limited Partnership and the Province recognize that many expenditures could reasonably be categorized as more than one of the foregoing.

3.3.3 Where, in respect of Indebtedness incurred prior to the date of this Agreement:

- (a) there is some evidence that the Indebtedness was incurred for one or more of the purposes referred to in this Section 3.3; and
- (b) the lack of more complete evidence is reasonably attributable to one or more of the period of time that has passed since the incurrence of such Indebtedness, any loss of records due to fire, flood or other reasons beyond the Limited Partner's control, consolidation or other refinancing of Indebtedness, or limitations of record-keeping of the Limited Partner due to its limited size, remoteness or lack of financial resources;

then OFN Limited Partnership and the Province agree that the Joint Appointee shall resolve any reasonable doubt as to whether or not the Indebtedness was incurred for one or more of the purposes referred to in this Section 3.3 in favour of a conclusion that the Indebtedness was so incurred.

### 3.4 Use of Funds by MFN Limited Partnership

3.4.1 Subject to the Metis Litigation Agreement, Accruals, Partnership Expenses, Limited Partner Expenses and Approved Investments pending expenditure in accordance with this Section 3.4.1, the funds received by MFN Limited Partnership from OLG under Article 2 whether during the Initial Period or thereafter and distributed to Mnjikaning First Nation in accordance with the MFN Limited Partnership Agreement, shall, unless otherwise agreed by way of a written amendment in accordance with Section 12.4, be used:

- (a) directly for the purposes of creating:
- (i) a competitive advantage for the Complex as a destination resort; and
- (ii) developments, facilities and services to promote a greater and broader range of visitors to the Complex; including additional developments, facilities and services outside the scope of the Complex, such as hotel, resort, entertainment, recreational and cultural facilities, and facilities ancillary thereto, and other commercial, economic and similar developments and facilities, which are constructed for the purpose of attracting a greater and broader range of visitors to the Complex; provided that such facilities and services are not incompatible in a material respect with any business planning programs mutually agreed between any Mnjikaning Entity that is a party to the Development and Operating Agreement and OLG; and
- (b) in respect of the purposes of:
- (i) facilitating, promoting and enhancing economic, community and cultural development in the Mnjikaning First Nation area and surrounding area;
- (ii) creating developments, facilities and services to provide health, education, training and other similar services for Members of Mnjikaning First Nation; and
- (iii) maintaining, developing and improving the infrastructure of Mnjikaning First Nation, to support and advance community development, health, education, economic development and cultural development of Mnjikaning First Nation.

3.4.2 OFN Limited Partnership, MFN Limited Partnership and the Province agree that the uses of funds set out in Section 3.4.1(b) will be deemed to have the result of indirectly increasing the competitive advantage of the Complex.

3.4.3 Subject to Accruals, Partnership Expenses, Limited Partner Expenses and Approved Investments pending the use of funds in accordance with Section 3.4.1, the funds received by MFN Limited Partnership and Investment Income from Approved Investments shall be used primarily for the purposes set out in Section 3.4.1(a).

3.4.4 The uses of funds in paragraphs 3.4.1(a) and (b) may, subject to Section 3.4.3, include (i) the service or repayment of any Indebtedness existing at the date hereof incurred by Mnjikaning First Nation after July, 1996 in respect of any of the purposes set out in those paragraphs; and (ii) the defence and enforcement of any rights or claims in respect of any of those purposes.

### 3.5 First Nations Traditions

The parties acknowledge and agree that the purposes set forth in Sections 3.3 and 3.4 are to be interpreted to include within their meaning and scope the cultures, traditions, values, beliefs, methods and practices of Ontario First Nations.

### 3.6 Returns from Permitted Investments

The restrictions in Sections 3.3 and 3.4 apply to Investment Income earned on such funds and to returns of capital in respect of such funds but do not apply to the use or distribution of income from businesses, interests or facilities established, developed or enhanced through funding under Section 3.3 or Section 3.4.

## ARTICLE 4 FIRST NATIONS REPORTING

### 4.1 Report to OFN Limited Partnership by Limited Partners

OFN Limited Partnership agrees that the OFN Limited Partnership Agreement shall provide that each Limited Partner which has received a distribution under Section 3.1 for a fiscal year shall provide to OFN Limited Partnership audited financial statements for the distributions and expenses during the fiscal year within 120 days of the fiscal year end of the OFN Limited Partnership. OFN Limited Partnership will use reasonable efforts to obtain from each Limited Partner that has received a distribution under Section 3.1 the audited statements in accordance with the terms of the OFN Limited Partnership Agreement. The financial statements shall show the expenses by category as set forth in Section 3.3.1, and the amount of such expenses that, in the reasonable opinion of the Limited Partner, are for the benefit of future generations, and shall be substantially in the form of Schedule F. OFN Limited Partnership shall provide a copy of such financial statements to the Joint Appointee within 10 days of receipt thereof.

### 4.2 OFN Limited Partnership Report to Province

4.2.1 Based on a review of the reports it has received referred to in Section 4.1 above, OFN Limited Partnership shall provide to the Province and the Joint Appointee annually within a reasonable time, but not later than 150 days after OFN Limited Partnership's fiscal year end, a report substantially in the form of Schedule G.

4.2.2 If a Limited Partner that has failed to provide the report contemplated in Section 4.1 within the time period referred to therein, subsequently delivers the contemplated report to OFN Limited Partnership, then OFN Limited Partnership shall deliver to the Province and the Joint Appointee a supplemental report in relation to that Limited Partner. The supplemental report shall be substantially in the form of Schedule G and shall be delivered within 30 days of OFN Limited Partnership having received the late report from the Limited Partner. Sections 4.2, 4.3, 4.4, 4.5, 4.6 and 4.8 shall apply to any such supplemental report.

4.2.3 OFN Limited Partnership shall also deliver to the Province and the Joint Appointee within a reasonable time, but not later than 90 days after OFN 35 Limited Partnership's fiscal year-end, audited financial statements of OFN Limited Partnership, including a schedule setting forth the specific amount of funds transferred to each Limited Partner during such year and the dates of such distributions and also including a schedule setting forth: (i) the Held Amount attributable to each Ontario First Nation that was an Unsigned First Nation at the end of such fiscal year; and (ii) the total of the Held Amounts at the end of such fiscal year.

4.2.4 OFN Limited Partnership shall also deliver to the Province and the Joint Appointee within a reasonable time, but not later than 90 days after OFN Limited Partnership's fiscal year-end, audited financial statements for the Future Generations Fund held by it for the year then ended.

### 4.3 MFN Limited Partnership Report to OFN Limited Partnership and Province.

4.3.1 MFN Limited Partnership shall provide to OFN Limited Partnership and the Joint Appointee:

- (a) not later than 90 days after MFN Limited Partnership's fiscal year end, audited financial statements; and
- (b) within a reasonable time, but not later than 30 days, after the end of each of the first three quarters of such fiscal year, unaudited quarterly financial statements; for its distributions, expenditures and all Section 3.1 Amounts (as defined in the Metis Litigation Agreement) during that fiscal period.

4.3.2 MFN Limited Partnership shall provide a report substantially in the form of Schedule H to OFN Limited Partnership and the Joint Appointee annually within a reasonable time, but not later than 90 days after MFN Limited Partnership's fiscal year end.

4.3.3 OFN Limited Partnership shall provide a copy of the financial statements referred to in Section 4.3.1 and the Schedule H report referred to in Section 4.3.2 to the Province annually within a reasonable time, but not later than 90 days after the receipt thereof.

### 4.4 Joint Appointee

4.4.1 The Province and OFN Limited Partnership shall, within 120 days of the date of this Agreement, within 60 days after the second anniversary date hereof, and annually thereafter, mutually appoint a person, not in the employ of the Province or of the Ontario First Nations, who shall be a certified general or chartered accountant, unless otherwise mutually agreed, to act as the joint appointee of the parties for the purposes of this Agreement (the "Joint Appointee"). The appointment of the Joint Appointee shall continue until a replacement is appointed by the Province and OFN Limited Partnership or pursuant to an order of an arbitrator under Section 9.3 and the replacement has accepted his or her appointment. The Joint Appointee will operate with the authority granted to him or her under this Agreement, and will act in accordance with the provisions of Sections 3.3.3, 4.5, 4.6, 4.7 and 9.8 relating to compliance with the provisions of Articles 3 and 4 and Section 7.5 of this Agreement. OFN Limited Partnership will consult with MFN Limited Partnership with respect to any appointment under this Section 4.4.1.

- 4.4.2 The costs and expenses of the Joint Appointee will be paid in accordance with the budget agreed to pursuant to Section 4.4.3 from Ongoing Net Revenues as specified in Section 1.1(aaf)(3)(i). The Joint Appointee will submit detailed invoices setting out his or her costs and expenses which will be reviewed by the Province and, if approved, the Province shall direct OLG to pay such costs and expenses out of Ongoing Net Revenues.
- 4.4.3 The Province and Limited Partnerships shall agree on a budget providing for the costs and expenses of the Joint Appointee for each fiscal year of OFN Limited Partnership and MFN Limited Partnership prior to the end of the previous fiscal year.
- 4.4.4 Failure by the Province and the Limited Partnerships to agree on a Joint Appointee or a budget in respect thereof prior to the end of each fiscal year of OFN Limited Partnership and MFN Limited Partnership as contemplated by this Article are matters which shall be referred directly to and determined by an Arbitrator under Section 9.3.

#### 4.5 Joint Appointee Investigation

- 4.5.1 The Limited Partnerships shall provide the Joint Appointee with copies of the reports referred to in Sections 4.1 (subject to prior receipt of same by OFN Limited Partnership), 4.2 and 4.3 (subject to, in the case of OFN Limited Partnership, receipt of same from MFN Limited Partnership) in accordance with the terms thereof.
- 4.5.2 The Joint Appointee shall be entitled to make reasonable inquiries of, and to request for inspection any document which, in the opinion of the Joint Appointee is or may be relevant, from OFN Limited Partnership, MFN Limited Partnership or, subject to this Section 4.5, a Limited Partner that has received distributions from OFN Limited Partnership. Where the Joint Appointee wishes to obtain relevant information or documents from a Limited Partner, the Joint Appointee shall first request OFN Limited Partnership to obtain the information and documents. If the Joint Appointee makes such a request of OFN Limited Partnership, OFN Limited Partnership shall make such request of the Limited Partner. If the Joint Appointee, after the request or delivery, or both, of the requested information and documents from the Limited Partner as provided through OFN Limited Partnership, determines that a direct approach to the Limited Partner is required to obtain further information or documents, the Joint Appointee may request such information and documents directly from the Limited Partner.
- 4.5.3 Without prejudice to any other provision of this Agreement, refusal on the part of OFN Limited Partnership, MFN Limited Partnership or a Limited Partner that has received distributions from OFN Limited Partnership to provide the documents referred to in this Section 4.5 or to respond to the reasonable inquiries made by the Joint Appointee in a timely manner will constitute a violation of this Agreement for which a remedy may be sought by the Province under Article 9. A failure by OFN Limited Partnership to deliver information which it has not received shall not be a refusal by OFN Limited Partnership for the purposes of this Section 4.5.
- 4.5.4 All information, records or documents provided to the Joint Appointee will be treated by it as confidential and not disclosed to any party to this Agreement except for the purposes of recommending (where appropriate) the identification of a concern under Article 9 and the determination of a dispute under Article 9 and will not be disclosed to any other person.

#### 4.6 Joint Appointee Report

- 4.6.1 The Joint Appointee shall deliver to the Limited Partnerships and the Province within 12 months of his or her appointment and at least annually thereafter within 150 days of such annual period, and more frequently in the event that Section 4.6.2 applies, a report setting out, based on the reports and inquiries set forth in Section 4.5:
- (a) whether each Limited Partner has provided to OFN Limited Partnership audited financial statements in accordance with Section 4.1;
  - (b) whether OFN Limited Partnership has provided to the Province financial statements and the reports in accordance with Section 4.2;
  - (c) whether MFN Limited Partnership has provided to OFN Limited Partnership and the Joint Appointee the audited financial statements and the report in accordance with Section 4.3;
  - (d) whether the review conducted by the Joint Appointee has resulted in the discovery of information that there has been non-compliance with Articles 3 and 4; and
  - (e) such other information as the parties may agree.
- 4.6.2 The report contemplated in Section 4.6.1 may be delivered more frequently if (i) the Joint Appointee, in his or her reasonable opinion, deems it necessary or appropriate; (ii) a party to the Agreement requests that the Joint Appointee make more frequent reports and the Joint Appointee acting reasonably agrees; or (iii) the affected parties hereto agree to the delivery of the report on a more frequent basis.

#### 4.7 Policies and Procedures for Reporting

OFN Limited Partnership and MFN Limited Partnership intend to develop policies and procedures relating to permitted expenditures and the characterization thereof for the purposes of Sections 3.3 and 3.4, respectively, including greater specifications as to approved expenditures for the purposes set forth in those Sections. If the Province has provided its written approval of such policies and procedures, the Joint Appointee shall, to the extent these policies and procedures are applicable, apply such policies and procedures in the Joint Appointee's review under Section 4.5. The parties agree that such policies and procedures shall not amend the provisions relating to statements and reports in this Article 4.

#### 4.8 Provincial Review of Reports

The Province shall be entitled to submit any concerns it may have with respect to the reports contemplated by Sections 4.1, 4.2, 4.3 and 4.6 within 60 days after its receipt of the Joint Appointee's report under Section 4.6. If the Province does not submit any concerns in respect of such reports within such 60 day period, then the Province shall not be entitled to object to or take issue with any matter arising out of this Agreement in respect of the fiscal year and entities to which such reports relate.

**4.9** Code for Reporting

Subject to applicable law, the parties agree and acknowledge that the provisions of this Article 4 satisfy and are exhaustive of all requirements and rights of the Province in respect of the requirements for reporting and the provision of information regarding the investment, distribution and expenditure of funds received by OFN Limited Partnership and MFN Limited Partnership hereunder and the Ontario First Nations.

**4.10** Review of Reporting

The parties agree that, following the Initial Period, they shall meet to discuss the provisions set forth in this Article 4 with a view to determining whether, in light of their experience during the Initial Period, such provisions should be modified, or reduced or expanded in scope.

**ARTICLE 5**  
**NO ADVERSE EFFECT**

**5.1** Ontario First Nation Expenditure

For the purposes of this Article, an Ontario First Nation expenditure means a policy, program or statutory entitlement or benefit funded by the Province that one or more Ontario First Nations or any member of an Ontario First Nation was in receipt of on July 31, 1996.

**5.2** Protection of Ontario First Nation Expenditures

Subject to Section 5.3, if it is ultimately determined through the dispute resolution provisions of Article 9 that the Province has caused any transfer of funds from OLGIC pursuant to this Agreement to adversely affect or diminish any Ontario First Nation expenditure, the Province shall pay to each affected Ontario First Nation an amount equal to the adverse effect or diminution of Ontario First Nation expenditures suffered by it.

**5.3** Exceptions

For the purposes of Section 5.2, an Ontario First Nation expenditure is not adversely affected or diminished where a negative effect or reduction of expenditure is based primarily on reasons other than the receipt of funds by the Ontario First Nation in question pursuant to this Agreement.

**5.4** Notice by an Ontario First Nation

Where an Ontario First Nation reports to OFN Limited Partnership that it believes that the Province is proposing to or has actually reduced an Ontario First Nation expenditure as a result of a transfer of funds from OLGIC pursuant to this Agreement, OFN Limited Partnership shall immediately deliver written notice to the Province. The written notice shall include the following:

- (i) the Ontario First Nation expenditure which is proposed to be or has actually been reduced by the Province; and
- (ii) the facts upon which the Ontario First Nation relies in believing that the Province is proposing to or has actually reduced the Ontario First Nation expenditure.

**5.5** Time of Adverse Effect Notice

A party or parties providing notice under Section 5.4 shall provide such notice as soon as is practicable in the circumstances. A failure to provide such notice will not invalidate or prejudice any claim under the provisions of this Article, but may be taken into account by an Arbitrator under Article 9 in determining a remedy.

**5.6** Resolution of Disputes

Upon the Province's receipt of the written notice pursuant to Section 5.4, the provisions of Sections 9.2 to 9.5 of this Agreement shall apply.

**5.7** Effect of Termination under Section 11.4

Notwithstanding Section 12.10, this Article 5 shall not survive the termination of this Agreement pursuant to Section 11.4.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES**

**6.1** Representations and Warranties of OFN Limited Partnership

OFN Limited Partnership represents and warrants to each of the other parties hereto as of the date hereof as follows:

- (a) OFN General Partner Organization: OFN General Partner is a corporation duly incorporated and organized under the laws of the Province of Ontario.
- (b) Ownership of OFN General Partner: The Ontario First Nations (other than Mnjikaning First Nation) own or will be permitted to acquire beneficially and directly all of the issued and outstanding shares of OFN General Partner.
- (c) OFN Limited Partnership Organization: OFN Limited Partnership is a limited partnership duly formed under the laws of the Province of Ontario.
- (d) Ownership of OFN Limited Partnership: The Ontario First Nations (other than Mnjikaning First Nation) own or will be permitted to acquire beneficially and directly all of the limited partnership units of OFN Limited Partnership.

- (e) Corporate Capacity and Authorization: Each of OFN General Partner and OFN Limited Partnership has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement. This Agreement has been duly authorized, executed and delivered by OFN Limited Partnership and constitutes a legal, valid and binding obligation of OFN Limited Partnership, enforceable against OFN Limited Partnership in accordance with its terms.
- (f) No Violation: Neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof 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 OFN General Partner or OFN Limited Partnership, including the OFN Limited Partnership Agreement.
- (g) True Copy of Agreements: The copy of the OFN Limited Partnership Agreement and the Protocol Agreement, attached hereto as Schedule K and Schedule R respectively, are true and correct copies of such agreements as of the date hereof.

## 6.2 Representations and Warranties of MFN Limited Partnership

MFN Limited Partnership represents and warrants to each of the other parties hereto as of the date hereof as follows:

- (a) MFN General Partner Organization: MFN General Partner is a corporation duly incorporated and organized under the laws of the Province of Ontario.
- (b) Ownership of MFN General Partner: Mnjikaning First Nation beneficially owns all of the issued and outstanding shares of MFN General Partner.
- (c) MFN Limited Partnership Organization: MFN Limited Partnership is a limited partnership duly formed under the laws of the Province of Ontario.
- (d) Ownership of MFN Limited Partnership: Mnjikaning First Nation owns beneficially and directly all of the limited partnership units of MFN Limited Partnership.
- (e) Corporate Capacity and Authorization: Each of MFN General Partner and MFN Limited Partnership has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement. This Agreement has been duly authorized, executed and delivered by MFN Limited Partnership and constitutes a legal, valid and binding obligation of MFN Limited Partnership, enforceable against MFN Limited Partnership, in accordance with its terms.
- (f) No Violation: Neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof 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 MFN General Partner or MFN Limited Partnership, including the MFN Limited Partnership Agreement.
- (g) True Copy of Agreements: The copy of the MFN Limited Partnership Agreement and the Protocol Agreement, attached hereto as Schedule L and Schedule R respectively, are true and correct copies of such agreements as of the date hereof.

## 6.3 Representations and Warranties of Province and OLGC

The Province and OLGC jointly and severally represent and warrant to each of the Limited Partnerships as of the date hereof as follows:

- (a) Organization: OLGC is a Crown agency duly established and organized under the laws of the Province of Ontario.
- (b) Corporate Capacity and Authority: OLGC has all necessary corporate capacity, power and authority to enter into this Agreement as agent of the Province and to carry out the provisions of this Agreement and OLGC has obtained the consent required under Section 14(4)5 of the Enabling Legislation and has obtained the consent of the other parties to the Development and Operating Agreement to OLGC entering into and performing its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Province and OLGC and constitutes a legal, valid and binding obligation of the Province and OLGC enforceable against the Province and OLGC in accordance with its terms.
- (c) No Violation: Neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof 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 OLGC, including the Enabling Legislation.
- (d) Certain Information: The Province and OLGC have provided to OFN Limited Partnership and MFN Limited Partnership audited financial statements for the Complex for all financial periods since the opening of the Complex. The Province and OLGC have provided to each of the Limited Partnerships a true and correct copy of the Development and Operating Agreement as of the date hereof.

## ARTICLE 7 OPERATION OF OFN LIMITED PARTNERSHIP

### 7.1 Boards of OFN General Partner and MFN General Partner

- 7.1.1 OFN Limited Partnership agrees with the Province that the Shareholders Agreement provides and will continue to provide that each of the Five Nominators (as defined in the Shareholders Agreement) is permitted to nominate an individual to be elected and serve as a director of OFN General Partner in accordance with the Shareholders Agreement.
- 7.1.2 MFN General Partner and the Chiefs of Ontario are each permitted to appoint a non-voting observer who shall be provided with notice of, and be permitted to attend and observe, meetings of the Board of Directors of OFN General Partner, and to receive certain written information on the terms set forth in the OFN Limited Partnership Agreement and in the Shareholders Agreement.
- 7.1.3 OFN General Partner and the Chiefs of Ontario are each permitted to appoint a non-voting observer who shall be:

- (a) provided with notice of, and be permitted to attend and observe meetings of the Board of Directors of MFN General Partner, and to receive certain written information on the terms set forth in the MFN Limited Partnership Agreement; and
- (b) provided with notice of, and be permitted to attend and observe meetings of the Chief and Council of Mnjikaning First Nation with respect to the usage of funds in accordance with Section 3.4.1 of this Agreement (special meetings) and to receive certain written information on the terms set forth in Article 8 of the Protocol Agreement.

7.1.4 Information received by the party under this Section 7.1 shall be maintained in confidence in accordance with Section 12.1.

## 7.2 OFN Limited Partnership Compliance with Law

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

## 7.3 OFN General Partner Employees

The Province recognizes that OFN General Partner will have fulltime employees.

## 7.4 Gaming on Reserves

7.4.1 OFN Limited Partnership represents and warrants to the other parties that a term of the OFN Limited Partnership Agreement is that each Limited Partner agrees that, to the extent such Ontario First Nation conducts gaming activity on its reserve, such gaming activity will be conducted in accordance with applicable law.

7.4.2 MFN Limited Partnership represents and warrants to the other parties that a term of the MFN Limited Partnership Agreement is that the MFN Limited Partner agrees that, to the extent the MFN Limited Partner conducts gaming activity on its reserve, such gaming activity will be conducted in accordance with applicable law.

## 7.5 Book and Records and Financial Statements

7.5.1 OFN Limited Partnership agrees with the Province that it will maintain adequate books of account and records, and that it will provide to the Limited Partners audited financial statements and such other information as the OFN Limited Partnership Agreement or applicable law may require. OFN Limited Partnership represents and warrants to the other parties that Section 11.5 of the OFN Limited Partnership Agreement provides, and shall continue to provide, that each Limited Partner shall make such audited financial statements and other reports and information relating to this Agreement available to individual band members for review upon reasonable notice of any request by such band members on the terms set forth therein.

7.5.2 MFN Limited Partnership agrees with the Province that it will maintain adequate books of account and records and that it will provide to MFN Limited Partner audited financial statements and such other information as the MFN Limited Partnership Agreement or applicable law may require. MFN Limited Partnership represents and warrants to the other parties that Section 11.5 of the MFN Limited Partnership Agreement provides, and shall continue to provide, that MFN Limited Partner shall make such audited financial statements and other reports and information relating to this Agreement available to individual band members for review upon reasonable notice of any request by such band members on the terms set forth therein.

## ARTICLE 8 OPERATION OF COMPLEX

### 8.1 Province and OLGC to Conduct and Manage Complex

The Province and OLGC agree in favour of the Limited Partnerships to conduct, manage and provide for the operation of the Complex consistent with the Development and Operating Agreement and in the manner in which the Province and OLGC conduct, manage and provide for the operation of other commercial casinos.

### 8.2 OLGC Charge

The Province and OLGC agree that the OLGC Charge will be determined, calculated and charged on a reasonable basis substantially consistent with current and prior practice, and shall in no event exceed the proportion of OLGC's expenses that Gross Revenues are of aggregate gross revenues of all casinos conducted and managed by OLGC or the Province, provided OLGC may increase the OLGC Charge to the Complex if the actual costs incurred by OLGC as contemplated by the definition of OLGC Charge are not fully recovered.

### 8.3 Problem Gambling Expenses

The Province and OLGC agree that any social costs, such as costs of problem gaming programs, included as an Operating Expense in an Approved Operating Budget for the Complex shall be restricted to costs relating to on-site problem gaming facilities and programs at the Complex and, to the extent that there is an additional charge for Province-wide programs for problem gambling which are paid for by OLGC, the costs related thereto will be allocated to the Complex on a reasonable basis taking into account the gross gaming revenues received by OLGC or the Province.

### 8.4 Capital Expenditures

The Province and OLGC agree that capital assets acquired using Gross Revenues of the Complex (including loans or other financing repaid through Gross Revenues) shall be used in the development, conduct, management or operation of the Complex and, in the event of any sales of such assets, directly or indirectly, an amount equal to the proceeds of disposition therefrom shall form part of Gross Revenues and be deposited into the Bank Accounts and shall be paid or withdrawn in accordance with, and in the priority set out in, Section 6.2 of the Development and Operating Agreement. For greater certainty, no Gross Revenues shall be used to acquire assets, equipment or fixtures not used primarily in connection with the development, conduct, management or operation of the Complex.

**8.5 Participation of Ontario First Nations**

- 8.5.1 As all of the parties recognize the significant potential benefit to the Limited Partnerships in the Ongoing Net Revenues generated by the Complex, and in the operation of the Complex, as contemplated by this Agreement, all of the parties acknowledge and recognize the importance of developing procedures and processes for ensuring, to the greatest extent possible, the involvement of Ontario First Nations, through OFN Limited Partnership, in material decisions relating to the operation and further development of the Complex. Accordingly, the parties agree to continue to use their best efforts, through the term of this Agreement, to develop such processes and procedures.
- 8.5.2 All of the parties hereto agree to establish an implementation committee constituted, as set forth below, in respect of the operation and implementation of this Agreement (the "Implementation Committee").
- 8.5.2.1 The Implementation Committee shall consist of a senior representative of OLGC, a senior representative of the Province and a senior representative of each of OFN Limited Partnership and MFN Limited Partnership. Other invited employees or officers of OLGC, the Province, the Limited Partnerships, representatives of the Operator, and their advisors and experts may attend meetings of the Implementation Committee but may not participate as members thereof.
- 8.5.2.2 The Implementation Committee shall meet at least quarterly, and such other times as any two members of the Implementation Committee, acting reasonably, may request.
- 8.5.2.3 The Implementation Committee, in general, shall be responsible for the effective and good faith implementation of this Agreement, and matters relating to the development and operation of the Complex, including:
- (a) where applicable, having regard to the parties involved, the good faith discussions contemplated by Section 9.2;
  - (b) questions and inquiries from the Limited Partnerships concerning any of the reports or information provided by OLGC or the Province pursuant to Section 2.13, including the calculation of Ongoing Net Revenues and information relating to Extraordinary Expenses;
  - (c) discussions concerning the matters referred to in Section 4.10 with respect to modifications of the reporting provisions of Article 4;
  - (d) discussions concerning the implementation of the promotion of First Nation involvement in the Complex as contemplated by Section 8.6; (e) discussion of other matters referred to in this Section 8.5;
  - (f) discussions of any concerns that may have been submitted by the Province as contemplated by Section 4.8;
  - (g) discussions concerning any amendments proposed under Article 11 of the Agreement;
  - (h) prior review of the matters referred to in Section 8.5.1;
  - (i) the basis for the calculation of the OLGC Charge; and
  - (j) such other matters as reasonably relate to the operation or implementation of this Agreement and the operation and development of the Complex.

**8.6 First Nation Involvement**

Subject to applicable law, the Province and OLGC agree to use their best efforts to ensure that, to the greatest extent possible and consistent with the provisions of Sections 3.4 and 3.11(f) of the Development and Operating Agreement, aboriginal employees and suppliers are employed in the operation and development of the Complex.

**8.7 Participation of Ontario First Nations**

- 8.7.1 The Province and OLGC agree with OFN Limited Partnership that the following transactions will not be undertaken without the approval of the directors of the OFN General Partner in accordance with the provisions of this Section 8.7:
- (a) individual capital improvements, renovations or refurbishings in respect of the Complex, or a related series of same, funded or financed out of Gross Revenues, which exceed \$10,000,000, other than the capital expenditure program relating to the expansion and renovation of the existing Complex and the addition of a hotel and entertainment complex approved by the Chiefs in Assembly on June 17, 1999 and the financing and development agreements to implement such program; and
  - (b) any direct or indirect entering into of, or amendment of, or expense or cost in respect of, any non-arm's length contracts or other nonarm's length transactions in respect of the Complex in excess of \$100,000 during any Operating Year, including a contract or other transaction with any person that is, or is related to, or does not deal at arm's length (within the meaning of the Income Tax Act (Canada)) with, any party to the Development and Operating Agreement, other than (i) contracts or other transactions with a Mnjikaning Entity; or (ii) contracts or other transactions undertaken in the ordinary course of business of the Complex, including contracts and other transactions involving expenditures or payments required to be made under applicable laws; provided that, notwithstanding any other provision of this Agreement, each of the parties to the Development and Operating Agreement (other than a Mnjikaning Entity) shall be deemed not to deal at arm's length with any Governmental Body, any Charitable Body or any Public Body, and any contract or other transaction with any such Person shall be deemed to be a non-arm's length contract or transaction, as the case may be. For the purposes of this Section 8.7.1(b):
    - (i) "Governmental Body" means, in respect of any contract or transaction, (A) any federal, provincial, municipal, local or other government, parliament, legislature, executive body, governmental or public department; or (B) any commission, board, bureau, agency, subdivision, association, quasijudicial or private body, instrumentality or authority exercising any governmental, regulatory, expropriation or taxing authority, where in each case in this paragraph (B) a person acting as an operator of a casino complex similar to the Complex would reasonably be expected to be able to identify such an entity as a Governmental Body when entering into a contract or transaction with same;

- (ii) "Charitable Body" means, in respect of any contract or transaction, any person, whether public or private, who is engaged solely in a charitable purpose, including any religious, educational, political, relief of poverty, or any community or other social interest where a person acting as an operator of a casino complex similar to the Complex would reasonably be expected to be able to identify such an entity as a Charitable Body when entering into a contract or transaction with same; and
- (iii) "Public Body" means, in respect of a contract or transaction: (A) any person, whether public or private, who is not a Governmental Body or a Charitable Body and who is engaged primarily in a public purpose where the contract or transaction is not for the benefit of the Complex; and (B) where a person acting as an operator of a casino complex similar to the Complex would reasonably be expected to identify such an entity as a Public Body as described in clause (A) when entering into a contract or transaction with same.

- 8.7.2 Where a transaction referred to in Section 8.7.1 is proposed, OLGC shall provide at least 30 days' notice to the directors of the OFN General Partner including sufficient information to permit the directors of the OFN General Partner to make an informed judgment.
- 8.7.3 The directors of the OFN General Partner shall have 30 days to provide such approval. The failure to object to such proposed transaction within such period shall be deemed to be approval.
- 8.7.4 If the directors of the OFN General Partner object to the proposed transaction, they will provide reasons for such objection within 30 days of the expiry of the period in Section 8.7.3, such objection to be based on commercially reasonable grounds in respect of the development, financing or operation of the Complex.
- 8.7.5 If the parties are unable to reach an agreement on a proposed transaction, then the issue of whether the Complex will be permitted to undertake the transaction without the prior written consent of the directors of the OFN General Partner shall be immediately submitted to the Arbitrator for resolution under Section 9.3 of this Agreement and shall be determined within 30 days of submission thereof to the Arbitrator. The parties agree that the Arbitrator shall determine whether the Complex is permitted to undertake the proposed transaction and the criterion to be applied by the Arbitrator is whether the proposed transaction is in the reasonable commercial interest of the Complex.
- 8.7.6 The information disclosed to the directors of the OFN General Partner under this Section 8.7 shall be subject to the confidentiality provisions of Section 12.1 and under no circumstances may such information or reports be disclosed to the Limited Partners or any other persons, except in accordance with Section 12.1.

## **8.8 Mnjikaning Transactions**

8.8.1 The Province and OLGC hereby consent to the following:

- (a) Mnjikaning First Nation providing to OFN Limited Partnership on a quarterly basis commencing June 30, 2000 an itemized list of transactions or series of related transactions (any such transaction or series of related transactions is herein referred to as a "Mnjikaning Transaction") entered into by any Mnjikaning Entity in respect of the preceding three-month period (the first report to include all such transactions from October 1, 1999), together with a statement of the actual or, if same is not determinable, estimated dollar value to be received by each such party pursuant to each such transaction; and
- (b) with respect to a Mnjikaning Transaction only, Mnjikaning First Nation providing to OFN Limited Partnership:
  - (i) any information provided by a Mnjikaning Entity to OLGC or the Operator;
  - (ii) any request for proposals;
  - (iii) any bid document submitted by a Mnjikaning Entity;
  - (iv) the terms and conditions of the Mnjikaning Transaction, including relevant contractual documents;
  - (v) the actual or estimated remuneration, payments or benefits payable to each Mnjikaning Entity; and
  - (vi) any other information reasonably requested by OFN Limited Partnership on a timely basis to evaluate the commercial reasonableness of the Mnjikaning Transaction (excluding any cost, costing or profit margin information);

provided the itemized list or other document or information is delivered by the Mnjikaning First Nation to OLGC at the same time it delivers the same to OFN Limited Partnership.

8.8.2 The parties agree that any proceedings or remedies agreed to or which may be agreed to between Mnjikaning First Nation, MFN Limited Partnership and OFN Limited Partnership in respect of any Mnjikaning Transaction shall be limited to and enforced only between those parties and shall not affect the Province or OLGC or the operations of the Complex.

## ARTICLE 9 DISPUTES

### **9.1 Notice of Concern**

In the event any dispute, claim, difference or question arises among any of the parties concerning the construction, meaning, effect, implementation of or compliance with this Agreement that requires consideration, any party may provide notice to another party of same. The party receiving such notice shall have a reasonable period of time to consider and, if it believes fit, address the concern, such period not to exceed 45 days. If the concern is addressed to the reasonable satisfaction of the party giving the notice, the dispute shall be deemed to be cured and may not be the basis for further remedies or termination of this Agreement under Section 11.3.



**9.2 Good Faith Discussion**

If the concern is not addressed to the reasonable satisfaction of the party who provided notice thereof, the parties to the notice shall consult in good faith to discuss the concern and possible remedial action which could take place to address it. This step shall be completed within 60 days unless the parties otherwise agree. If the concern is addressed to the reasonable satisfaction of the party who provided the notice, the dispute shall be deemed to be cured and may not be the basis for further remedies or termination of this Agreement under Section 11.3.

**9.3 Dispute Resolution**

In the event that an acceptable resolution of the concern is not achieved pursuant to the foregoing provisions, the concern shall be referred to a single Arbitrator mutually agreed upon by the parties or, failing agreement, an Arbitrator appointed pursuant to the Arbitration Act, 1991 (Ontario) (hereinafter referred to as the "Arbitrator"). The arbitration shall be conducted at a time and place and in accordance with the procedure and rules to be determined by the Arbitrator. The decision of the Arbitrator will be final and binding on the parties and no appeal will lie therefrom. The Arbitrator, as part of his or her award, may award costs of the arbitration, in his or her discretion, having regard to the success achieved, the good faith of the parties, the encouragement of good faith discussions to resolve concerns and other relevant factors.

**9.4 Remedy**

In the event that any party does not comply with any decision of the Arbitrator, then the other party or parties hereto may take in its or their discretion such steps as are reasonably necessary and proportionate to address the decision of the Arbitrator in accordance with applicable law.

**9.5 Monetary Adjustments to Ongoing Net Revenues**

If, as a result of the non-compliance by OLG or the Province under:

- (i) Sections 2.2 to 2.11 (transfer of funds);
- (ii) Section 4.4.2 (Joint Appointee budget);
- (iii) Sections 8.1, 8.2, 8.3 and 8.4 (operation of Complex);
- (iv) Section 8.7.1 (approvals for capital expenditures and non-arm's length transactions); or
- (v) Article 11 (term, renewal and termination)

it is ultimately determined through the dispute resolution provisions of this Article 9 that a compensatory monetary adjustment should be made to the amounts otherwise payable to the Limited Partnerships in accordance with Article 2, the Province agrees to pay any such monetary adjustment into the OLG Account for distribution by OLG in accordance with Article 2.

**9.6 [Intentionally Deleted]****9.7 Suspension of Distributions**

9.7.1 If required by the Province following a decision of the Arbitrator that any of the distributions made by OFN Limited Partnership to any Limited Partners are not being applied by a Limited Partner for the purposes set out in Section 3.3, the Arbitrator shall direct OFN Limited Partnership to forthwith suspend any distributions to such Limited Partner made pursuant to the OFN Limited Partnership Agreement on such terms and for such time as the Arbitrator may direct and OFN Limited Partnership shall do so.

9.7.2 If required by the Province following a decision of the Arbitrator that any of the distributions made to MFN Limited Partnership hereunder are not being applied by MFN Limited Partnership for the purposes set out in Section 3.4, the Arbitrator shall direct OLG to forthwith suspend any distribution to MFN Limited Partnership made pursuant to this Agreement on such terms and for such time as the Arbitrator may direct and OLG shall do so.

**9.8 Expedited Procedure**

9.8.1 Notwithstanding Sections 9.1, 9.2 and 9.3, in the event the Joint Appointee does not receive one or more of the financial statements required to be provided to OFN Limited Partnership pursuant to Section 4.1 within the time specified in such section, the provisions of Sections 9.8.2 through 9.8.4 shall apply. For the purposes of this Section 9.8, a Limited Partner would have failed to deliver a report and the Joint Appointee would not have received same, only if, within the permitted time frame, it:

- (a) fails to respond to the requirement for a report; or
- (b) delivers a report which, on the face of it, does not appear to the Joint Appointee, acting reasonably, to provide a response to substantially all the content requirements of the report.

9.8.2 The Joint Appointee shall provide notice to OFN Limited Partnership and the Province regarding any non-compliance by any Limited Partner with the reporting obligations contemplated in Section 4.1. OFN Limited Partnership shall forthwith, but no later than 30 days after receiving notice from the Joint Appointee, attempt to obtain the financial statements contemplated by Section 4.1 from the Limited Partner which is in non-compliance with the obligations set out in such section. In the event OFN Limited Partnership obtains the financial statements within such 30-day period, OFN Limited Partnership shall provide these financial statements to the Joint Appointee forthwith upon receipt thereof and shall provide the Province and the Joint Appointee with a supplemental report as contemplated in Section 4.2.

9.8.3 In the event OFN Limited Partnership does not obtain the financial statements within the 30-day period contemplated in Section 9.8.2, OFN Limited Partnership, the Province and the Joint Appointee shall consult in good faith to discuss the non-compliance of such Limited Partner with the obligations set out in Section 4.1 and possible remedial action which could take place to address it. Such consultation shall be completed within 30 days.

- 9.8.4 Unless OFN Limited Partnership and the Province otherwise agree, where the Joint Appointee has not received the financial statements of the Limited Partner by the expiry date of the time period set out in Section 9.8.3, OFN Limited Partnership shall forthwith suspend any distributions to such Limited Partner to be made pursuant to the OFN Limited Partnership Agreement. Such suspension shall continue in effect until such time as the Joint Appointee provides notice to OFN Limited Partnership and the Province that the financial statements required to be provided pursuant to Section 4.1 hereof have in fact been provided or such earlier time as the Province in its discretion may determine.
- 9.8.5 The foregoing provisions of this Section 9.8 are without prejudice to the right of OFN Limited Partnership to submit the question of whether or not a Limited Partner has failed to comply with the reporting obligations contemplated in Section 4.1 to the dispute resolution process under Sections 9.1, 9.2 and 9.3, as the case may be.

**ARTICLE 10**  
WIN CONTRIBUTION LITIGATION

**10.1** No Prejudice

The parties recognize that the Chiefs of Ontario have by Statement of Claim attached hereto as Schedule N, instituted a legal proceeding in which they claim that the Win Contribution from the operation of the Complex is unlawful and should be available for transfer to OFN Limited Partnership, MFN Limited Partnership and/or Ontario First Nations (the "Win Contribution Claim"). The parties hereto acknowledge and agree that nothing herein (with the exception of Section 1.15.2) shall prejudice or affect the Win Contribution Claim by or on behalf of Ontario First Nations, including the claim to recovery of the Win Contribution, nor any right to amend the Statement of Claim in respect of legal or factual grounds in support of the Win Contribution Claim. The parties hereto agree that nothing herein (with the exception of Section 1.15.2) shall prejudice or affect any or all of the legal defences of the Province in legal proceedings arising out of the Win Contribution Claim. The parties hereto agree that nothing herein (with the exception of Section 1.15.2) shall prejudice any right of Mnjikaning First Nation to initiate legal proceedings in support of the Win Contribution Claim or any right of the Province or the Chiefs of Ontario to oppose same.

**ARTICLE 11**  
TERM, RENEWAL AND TERMINATION

**11.1** Term

This Agreement shall commence on the date hereof and shall terminate on July 31, 2006 unless renewed in accordance with Section 11.2.5, Section 11.2.6 or Section 11.2.7 or terminated in accordance with Section 11.3, Section 11.4 or Section 11.5 hereof or Section 4.3 of the Metis Litigation Agreement.

**11.2** Renewal

11.2.1 No earlier than 120 days and not later than 60 days prior to July 31, 2006, the Province shall:

- (a) deliver a notice in writing to OFN Limited Partnership and MFN Limited Partnership that it agrees to a 5 year renewal of the Agreement on the same terms and conditions; or
- (b) deliver a notice in writing to OFN Limited Partnership and MFN Limited Partnership that it proposes amendments to the Agreement.

11.2.2 No earlier than 120 days and not later than 60 days prior to July 31, 2006, OFN Limited Partnership and MFN Limited Partnership shall each:

- (a) deliver a notice in writing to the Province and the other Limited Partnership that it agrees to a 5 year renewal of the Agreement on the same terms and conditions; or
- (b) deliver a notice in writing to the Province and the other Limited Partnership that it proposes amendments to the Agreement.

11.2.3 The notices delivered under Section 11.2.1 (b) or 11.2.2 (b) shall include:

- (a) the specific amendments to the Agreement proposed; and
- (b) the reasons for the proposed amendments.

11.2.4 Within 30 days of delivery of a written notice under Section 11.2.1 or 11.2.2, the Province, OFN Limited Partnership and MFN Limited Partnership shall meet and confirm the renewal or negotiate in good faith the amendments proposed.

11.2.5 If the parties confirm the renewal or reach an agreement on one or more of the proposed amendments, the Agreement shall (a) if applicable, be amended in accordance with such agreement, and (b) continue for a period of 5 years.

11.2.6 If the parties do not confirm such renewal and/or are unable to reach an agreement on any of the proposed amendments, then the Agreement will continue, without confirmation or amendment, for a further period of 5 years.

11.2.7 Sections 11.2.1 to 11.2.7 shall apply with respect to all subsequent terms and renewals of the Agreement, with the notice requirement under Sections 11.2.1 and 11.2.2 commencing no earlier than 120 days and not later than 60 days prior to the termination date of this Agreement, as renewed.

**11.3** Right to Terminate (Substantial Non-Compliance)

11.3.1 The Province may, by notice in writing provided no earlier than 180 days and not later than 120 days prior to July 31, 2006 or any subsequent scheduled termination date pursuant to Section 11.2, elect to terminate this Agreement (save as to Section 11.3.7) on and subject to the terms and conditions contained in this Section 11.3, in the event that there has been substantial non-compliance by:

- (a) OFN Limited Partnership with any material terms of this Agreement or the OFN Limited Partnership Agreement;

- (b) a substantial number of Limited Partners with any material terms of the OFN Limited Partnership Agreement; or
- (c) MFN Limited Partnership with any material terms of this Agreement or the MFN Limited Partnership Agreement.

11.3.2 For the purposes of Section 11.3.1 of this Agreement:

- (a) material term means the obligations of OFN Limited Partnership or MFN Limited Partnership under Article 3 or Section 4.1, 4.2 or 4.3 of this Agreement;
- (b) material term means the representation and warranty of OFN Limited Partnership under Section 7.4 of this Agreement;
- (c) material term means the obligations of each Limited Partner under Articles 7, 11 and 12 and Section 19.1 of the OFN Limited Partnership Agreement;
- (d) material term means the representation and warranty of MFN Limited Partnership under Section 7.4 of this Agreement;
- (e) material term means the obligation of the MFN Limited Partner under Articles 7, 11 and 12 and Section 19.1 of the MFN Limited Partnership Agreement; and
- (f) material term means the obligations of OFN Limited Partnership under Section 2.1 of the Metis Litigation Agreement, the obligations of MFN Limited Partnership under Section 3.1 of the Metis Litigation Agreement, and the respective obligations of each Limited Partnership under Section 4.2 of the Metis Litigation Agreement.

11.3.3 For the purpose of Section 11.3.1, “substantial non-compliance” in relation to Section 19.1 of the OFN Limited Partnership Agreement means and is limited to the establishment and maintenance of a casino or casinos owned and conducted by Limited Partners on their reserves, other than in accordance with applicable law (including evidence of a criminal conviction in respect of same) which has a substantial and sustained impact on the gaming marketplace operating in Ontario.

11.3.4 For the purposes of Section 11.3.1 “substantial non-compliance” with Article 3 or Section 4.1, 4.2, 4.3 or 7.4 hereof, and Articles 7, 11 and 12 and Section 19.1 of the OFN Limited Partnership Agreement, and Article 3 or Section 4.3 or 7.4 hereof and Articles 7, 11 and 12 and Section 19.1 of the MFN Limited Partnership Agreement means and is limited to substantial and sustained breaches of any of such provisions by the OFN Limited Partnership, MFN Limited Partnership or a significant number of the Limited Partners.

11.3.5 The Province’s right to terminate this Agreement under this Section 11.3 shall be subject to the Province having provided appropriate notices of such non-compliance in accordance with this Agreement, and any grace or cure periods provided by this Agreement having expired without cures having been effected within such periods.

11.3.6 The Province’s right to terminate this Agreement for substantial non-compliance shall be subject to the following:

- (a) the delivery of the written notice required by Section 11.3.1; and
- (b) if there is a dispute and a party invokes the provisions of Article 9, completion of the procedures required by Article 9 and a finding by the Arbitrator that there has been substantial non-compliance as defined in Sections 11.3.3 and 11.3.4.

For greater certainty, any questions of whether or not there has been noncompliance with any provision of the OFN Limited Partnership Agreement or the MFN Limited Partnership Agreement for the purposes of this Section 11.3 shall be determined exclusively under the dispute resolution procedures under Article 9 of this Agreement and not under the dispute resolution procedures of the OFN Limited Partnership Agreement or the MFN Limited Partnership Agreement.

11.3.7 In the event that this Agreement is terminated pursuant to this Section 11.3, the Province agrees that, so long as the Complex generates Ongoing Net Revenues to which OLG (or the Province) is entitled, such Ongoing Net Revenues shall be distributed to Ontario First Nations on a fair and reasonable basis and after good faith consultations with Ontario First Nations. The terms of the distribution of Ongoing Net Revenues by the Province shall be, to the extent possible, and considering the nature of the breaches resulting in the finding of substantial non-compliance by the Arbitrator, consistent with the terms of this Agreement.

#### **11.4 Right to Terminate (Win Contribution Litigation)**

In the event there is a judgment of a court of final jurisdiction with no further right of appeal which requires the distribution of Win Contribution amounts to OFN Limited Partnership, MFN Limited Partnership and/or the Ontario First Nations, OLG, the Province, OFN Limited Partnership and MFN Limited Partnership agree that, subject to the terms of any such judgment, the parties shall in good faith renegotiate this Agreement based on the increase in the funds which are to be distributed. Failing the renegotiation of this Agreement on terms acceptable to all parties hereto, the Province may terminate this Agreement by providing written notice to the other parties and will distribute the Ongoing Net Revenues to Ontario First Nations on a fair and reasonable basis, consistent with the judgment of the court with respect to the Win Contribution Claim and in consideration of the increase in the funds to be distributed, and, in the case of Ongoing Net Revenues, having regard to the purposes in Sections 3.3 and 3.4.1(b) of this Agreement.

#### **11.5 Right to Terminate (Development and Operating Agreement)**

Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate at any time after the termination of the Development and Operating Agreement on the later of (i) the date OLG (or the Province) no longer conducts and manages the Complex and (ii) the date OLG (or the Province) is no longer entitled to receive the Ongoing Net Revenues from the Complex.

#### **11.6 Right to Terminate (Metis Litigation Agreement)**

This Agreement may also be terminated in accordance with Section 4.3 of the Metis Litigation Agreement and, in such event, the Province will distribute the Ongoing Net Revenues to Ontario First Nations on a fair and reasonable basis.

**ARTICLE 12**  
**GENERAL**

**12.1** Disclosure

- 12.1.1 Each of the parties hereto acknowledges, agrees and consents to the disclosure of this Agreement as a matter of public record.
- 12.1.2 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 all documents and correspondence relating to the negotiation hereof) may comprise 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 the Province or OLGC or other provincial government institutions or its or their competitive position and the proposed plans, policies or projects of the Province or OLGC or other provincial government institutions or the disclosure of which could 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 confidential information provided by any party hereto pursuant to or in connection with this Agreement shall be kept confidential by the parties and shall only be made available to such of a party's employees, advisors and consultants as are required to have access to the same in order for the recipient party to adequately use such information in accordance with this Agreement. Any party's employees, advisors or consultants receiving confidential information shall be similarly bound by these provisions. Prior to disclosing any confidential information to its employees, advisors or consultants, a party hereto shall take reasonable precautions to ensure that such employees, advisors or consultants are bound by confidentiality obligations substantially similar to those set out herein.
- 12.1.3 Each of OLGC and the Province agrees to promptly advise OFN Limited Partnership or MFN Limited Partnership in the event that either of them received a request to disclose confidential information provided by OFN Limited Partnership or MFN Limited Partnership, as applicable, pursuant to this Agreement or otherwise.
- 12.1.4 Without limitation, OLGC, the Province, OFN Limited Partnership and MFN Limited Partnership agree that the reports under Article 4 shall, except as may be required by applicable law, be kept confidential by them and not be used by OLGC or the Province for any purpose other than in accordance with this Agreement.

**12.2** Notices

Any notice, demand, request, consent, agreement or approval which may 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 telex, telecopy, facsimile or telegram and in the case of:

- (a) OLGC, addressed to it at:  
4120 Yonge Street  
Suite 420  
Toronto, Ontario  
M2P 2B8  
Telecopier: (416) 224-7000  
Attention: Chief Executive Officer
- (b) the Province, addressed to it at:  
Management Board Secretariat  
12th Floor, Ferguson Block  
77 Wellesley Street West  
Toronto, Ontario  
M7A 1N3  
Telecopier: (416) 325-8568  
Attention: Deputy Minister
- (c) OFN Limited Partnership, OFN General Partner or the Board of Directors of OFN General Partner addressed to it at:  
2ndFloor  
Mississaugas of The New Credit First Nation Commercial Plaza  
P.O. Box 10  
4453 First Line Road  
R.R. #6  
Hagersville, Ontario  
N0A 1H0  
Attention: President

with a copy to:

Blake, Cassels & Graydon LLP  
Box 25, Commerce Court West  
Toronto, Ontario  
M5L 1A9  
Telecopier: (416) 863-2653  
Attention: Bliss A. White

- (d) MFN Limited Partnership, MFN General Partner or the Board of Directors of the MFN General Partner addressed to it at:  
5884 Rama Road  
Rama, Ontario L0K 1T0  
Telecopier: (705) 325-0879  
Attention: Mnjikaning Chippewas General Partner Inc.

with a copy to:

McCarthy Tétrault

Suite 4700, Toronto Dominion Bank Tower  
Toronto Dominion Centre  
Toronto, Ontario  
M5K 1E6  
Telecopier: (416) 868-0673  
Attention: Jonathan Grant

or to such other address or to the attention of such other persons as a party may from time to time advise to the other parties by notice in writing. Any party may request in writing that a copy of any notice to it be sent to its legal counsel at the address indicated in its request. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally or by telex, telecopy, facsimile or telegram 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. Any such notice, demand, request, consent, agreement or approval shall be effective for the purposes of this Agreement on the date of delivery to the party to which it is addressed.

### 12.3 No Partnership or Joint Venture

Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between or among any of the parties hereto or any of their successors and permitted assigns.

### 12.4 Amendment

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

### 12.5 Understanding and Agreements

Subject to Section 1.15, this Agreement, the Metis Litigation Agreement, the Protocol Agreement, the MFN Limited Partnership Agreement, the OFN Limited Partnership Agreement, the Shareholders Agreement and the acknowledgements and consents required pursuant to Sections 12.16 and 12.17, constitute all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, agreements, representations, discussions, understandings and proposals, whether oral or written, including the Rolling Draft.

### 12.6 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.

### 12.7 Extensions or Abridgements of Time

The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Province and OFN Limited Partnership and MFN Limited Partnership, as applicable.

### 12.8 Limit of Liability

Notwithstanding any other provisions of this Agreement, the maximum amount of any liability of OLGCA hereunder shall be limited to the amounts deposited from time to time in the OLGCA Account pursuant to the provisions of the Development and Operating Agreement; provided that this sentence does not affect the Province's obligations under Section 9.5. In no event shall OLGCA or the Province be liable in respect of this Agreement or the Metis Litigation Agreement or the acknowledgements and consents required pursuant to Sections 12.16 and 12.17 for consequential or indirect damages or any non-compensatory monetary award. In no event shall either or both of the Limited Partnerships be liable for consequential or indirect damage or any noncompensatory monetary award to either or both of OLGCA or the Province in respect of this Agreement or the Metis Litigation Agreement or the acknowledgements and consents required pursuant to Sections 12.16 and 12.17.

### 12.9 Law of Interpretation

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

### 12.10 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.

### 12.11 Assignment

Except by operation of law, no party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto, each of which may withhold its consent in its absolute discretion. Any such purported assignment made without the consent of the other parties shall be void and of no effect.

**12.12** Waivers

Subject to Section 4.8 and Article 11, no failure by the Province, OLGC, OFN Limited Partnership or MFN Limited Partnership 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 full force and effect with respect to any other then existing or subsequent breach thereof.

**12.13** Force Majeure

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

**12.14** Counterparts and Delivery by Facsimile

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

**12.15** Conflict

In the event of any inconsistency between the terms set out in this Agreement and any schedules attached hereto, the terms of this Agreement shall prevail to the extent of such inconsistency. In the event of any inconsistency between the terms set out in this Agreement and any provisions of the Métis Litigation Agreement, the provisions of the Métis Litigation Agreement shall prevail to the extent of such inconsistency. In the event of any inconsistency between (a) the terms set out in this Agreement, and (b) the provisions of any of the Protocol Agreement, the OFN Limited Partnership Agreement, the MFN Limited Partnership Agreement, the Shareholder Agreement, and the acknowledgements and consents required pursuant to Sections 12.16 and 12.17 of this Agreement, the provisions of this Agreement shall prevail to the extent of such inconsistency.

**12.16** Acknowledgement and Consent of the Limited Partners

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

**12.17** Acknowledgement and Consent of the Chiefs of Ontario and Mnjikaning First Nation

The release of Accumulated Net Revenues and Ongoing Net Revenues pursuant to this Agreement shall be conditional upon the Chiefs of Ontario and Mnjikaning First Nation having delivered to the Province an executed copy of an Acknowledgement and Consent in the form of, respectively, Schedules P and Q. This condition is in favour of the Province and OLGC.

EXECUTION

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.

HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO as represented by the  
Honourable James Flaherty, Attorney  
General and Minister Responsible for  
Native Affairs

---

ONTARIO LOTTERY AND GAMING  
CORPORATION

---

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

---

MNJIKANING FIRST NATION LIMITED  
PARTNERSHIP, by its GENERAL  
PARTNER, MNJIKANING CHIPPEWAS  
GENERAL PARTNER INC.

---

## Schedule A

## ONTARIO FIRST NATIONS

<b>Bands Registered under the Indian Act</b>	<b>Chiefs of Ontario List</b>
1. Albany	Fort Albany First Nation
2. Alderville First Nation	Alderville First Nation
3. Algonquins of Pikwakanagan	Algonquins of Pikwakanagan
4. Anishinabe of Wauzhushk Onigum	Wauzhushk Onigum First Nation
5. Anishnaabeg of Naongashiing	Big Island First Nation
6. Aroland	Aroland First Nation
7. Attawapiskat	Attawapiskat First Nation
8. Batchewana First Nation	Ojibways of Batchewana (Rankin))
9. Bearskin Lake	Bearskin Lake First Nation
10. Beausoleil	Beausoleil First Nation
11.	Beaverhouse First Nation
12. Big Grassy	Big Grassy First Nation
13. Brunswick House	Brunswick House First Nation
14. Caldwell	Caldwell First Nation
15. Cat Lake	Cat Lake First Nation
16. Chapeau Cree First Nation	Chapeau Cree First Nation
17. Chapeau Ojibway	Chapeau Ojibway First Nation
18. Chippewas of Georgina Island	Chippewas of Georgina Island
19. Chippewas of Kettle and Stony Point	Chippewas of Kettle & Stony Point
20. Chippewas of Mnjikaning First Nation	Chippewas of Mnjikaning (Rama)
21. Chippewas of Nawash First Nation	Chippewas of Nawash (Cape Croker)
22. Chippewas of Sarnia	Aamjiwnaang First Nation
23. Chippewas of the Thames First Nation	Chippewas of the Thames
24. Constance Lake	Constance Lake First Nation
25. Couchiching First Nation	Couchiching First Nation
26. Curve Lake	Curve Lake First Nation
27. Deer Lake	Deer Lake First Nation
28. Dokis	Dokis First Nation
29. Eabametoong First Nation	Eabametoong First Nation
30. Eagle Lake	Eagle Lake First Nation
31. Flying Post	Flying Post First Nation
32. Fort Severn	Fort Severn First Nation
33. Fort William	Fort William First Nation
34. Garden River First Nation	Garden River First Nation
35. Ginoogaming First Nation	Ginoogaming First Nation
36. Grassy Narrows First Nation	Grassy Narrows First Nation
37. Gull Bay	Gull Bay First Nation
38. Henvey Inlet First Nation	Henvey Inlet First Nation



<b>Bands Registered under the Indian Act</b>	<b>Chiefs of Ontario List</b>
39. Hiawatha First Nation	Hiawatha First Nation
40.	Hornepayne First Nation
41. Iskatewizaagegan #39 Independent First Nation	Iskutewizaagegan No. 39 Independent First Nation
42. Kasabonika Lake	Kasabonika Lake First Nation
43.	Kashechewan First Nation
44. Kee-Way-Win	Kee-Way-Win First Nation
45. Kingfisher	Kingfisher Lake First Nation
46. Kitchenuhmaykoosib Inninuwug	Kitchenuhmaykoosib Inninuwug
47.	Koocheching First Nation
48. Lac Des Mille Lacs	Lac Des Mille Lacs First Nation
49. Lac La Croix	Lac La Croix First Nation
50. Lac Seul	Lac Seul First Nation
51. Lake Nipigon Ojibway First Nation	Lake Nipigon Ojibway First Nation
52. Long Lake No. 58 First Nation	Long Lake # 58 First Nation
53. M'Chigeeng First Nation	M'Chigeeng First Nation (West Bay)
54. Magnetawan	Magnetawan First Nation
55. Martin Falls	Marten Falls First Nation
56. Matachewan	Matachewan First Nation
57. Mattagami	Mattagami First Nation
58. McDowell Lake	McDowell Lake First Nation
59. Michipicoten	Michipicoten First Nation
60. Mishkeegogamang	Mishkeegogamang First Nation
61. Missanabie Cree	Missanabie Cree First Nation
62. Mississauga	Mississauga #8 First Nation
63. Mississauga's of Scugog Island First Nation	Mississaugas of Scugog Island
64. Mississaugas of the Credit	Mississaugas of New Credit
65.	McCreebec Council of the Cree Nation
66. Mohawks of Akwesasne	Mohawk Council of Akwesasne
67. Mohawks of the Bay of Quinte	Mohawks of the Bay of Quinte
68. Moose Cree First Nation	Moose Cree First Nation
69. Moose Deer Point	Moose Deer Point First Nation
70. Moravian of the Thames	Delaware Nation
71. Munsee-Delaware Nation	Munsee-Delaware Nation
72. Muskrat Dam Lake	Muskrat Dam First Nation
73. Naicatchewenin	Naicatchewenin First Nation
74. Naotkamegwanning	Naotkamegwanning Anishinabe First Nation (Whitefish Bay)
75.	Namaygoosisagagun First Nation

<b>Bands Registered under the Indian Act</b>	<b>Chiefs of Ontario List</b>
76. Neskantaga First Nation	Neskantaga First Nation
77. New Post	New Post First Nation
78. Nibinamik First Nation	Nibinamik First Nation
79. Nicickousemenecaning	Nicickousemenecaning First Nation
80. Nipissing First Nation	Nipissing First Nation
81. North Caribou Lake	North Caribou Lake First Nation
82. North Spirit Lake	North Spirit Lake First Nation
83. Northwest Angle No.33	Northwest Angle No.33 First Nation
84. Northwest Angle No. 37	Northwest Angle No. 37 First Nation
85. Ochiichagwe'babigo'ining First Nation	Ochiichagwe'babigo'ining First Nation (Dalles)
86. Ojibway Nation of Saugeen	Chippewas of Saugeen
87. Ojibways of Onigaming First Nation	Ojibways of Onegaming (Sabaskong)
88. Ojibways of Sucker Creek	Ojibways of Sucker Creek
89. Ojibways of the Pic River First Nation	Ojibways of Pic River (Heron Bay)
90. Oneida Nation of the Thames	Oneida Nation of the Thames
91. Pays Plat	Pays Plat First Nation
92. Pic Mobert	Pic Mobert First Nation
93. Pikangikum	Pikangikum First Nation
94. Poplar Hill	Poplar Hill First Nation
95.	Poplar Point First Nation
96. Rainy River	Rainy River First Nation
97. Red Rock	Red Rock Band
98. Rocky Bay	Rocky Bay First Nation
99. Sachigo Lake	Sachigo Lake First Nation
100. Sagamok Anishnawbek	Sagamok Anishnawbek First Nation
101. Sandpoint	Sand Point First Nation
102. Sandy Lake	Sandy Lake First Nation
103. Saugeen	Saugeen First Nation (Savant Lake)
104. Seine River First Nation	Seine River First Nation
105. Serpent River	Serpent River First Nation
106. Shawanaga First Nation	Shawanaga First Nation
107. Sheguiandah	Sheguiandah First Nation
108. Sheshegwaning	Sheshegwaning First Nation
109. Shoal Lake No. 40	Shoal Lake No. 40 First Nation
110. Six Nations of the Grand River	Six Nations of the Grand River Territory
111. Slate Falls Nation	Slate Falls First Nation
112. Stanjikoming First Nation	Stanjikoming First Nation
113. Temagami First Nation	Temagami First Nation

<b>Bands Registered under the Indian Act</b>	<b>Chiefs of Ontario List</b>
114. Thessalon	Thessalon First Nation
115. Wabaseemoong Independent Nations	Wabaseemoong Independent Nation
116. Wabauskang First Nation	Wabauskang First Nation
117. Wabigoon Lake of Ojibway Nation	Wabigoon First Nation
118. Wahgoshig	Wahgoshig First Nation (Abitibi #70)
119. Wahnapiatae	Wahnapiatae First Nation
120. Wahta Mohawk	Wahta Mohawks (Mohawks of Gibson)
121. Walpole Island	Bkejwanong Territory (Walpole Island)
122. Wapekeka	Wapekeka First Nation
123. Wasauksing First Nation	Wasauksing First Nation (Parry Island)
124. Washagamis Bay	Washagamis Bay First Nation
125. Wawakapewin	Wawakapewin First Nation
126. Webequie	Webequie First Nation
127. Weenusk	Weenusk First Nation (Peawanuk)
128. Whitefish Lake	Whitefish Lake First Nation
129. Whitefish River	Whitefish River First Nation
130. Whitesand	Whitesand First Nation
131.	Whitewater Lake First Nation
132. Wikwemikong	Wikwemikong Unceded Indian Reserve
133. Wunnumin	Wunnumin Lake First Nation
134. Zhiibaahaasing First Nation	Zhiibaahaasing (Cockburn) First Nation

**Schedule A.1**

**NEAR BANDS**

1. BEAVERHOUSE FIRST NATION
2. HORNEPAYNE FIRST NATION
3. KASHECHEWAN FIRST NATION
4. KOOCHECHING FIRST NATION
5. MOCREEBEC COUNCIL OF THE CREE NATION
6. NAMAYGOOSISAGAGUN FIRST NATION
7. POPLAR POINT FIRST NATION
8. WHITEWATER LAKE FIRST NATION

**Schedule B**  
**Statement of Accumulated Net Revenues**  
**Section 2.13.1**

	Aug 1/96 To Mar	Apr 1/97 To Mar	Apr 1/98 To Mar	Apr 1/99 To Mar 31/00	Total
<b>Gross Revenues as defined in Section 1.1(ad)</b>					
<b>Operating Expenses</b>					
Win Contribution					
OLGC Charge					
Expenses as defined in Section 1.1(b)(1)					
Amortization and Depreciation					
Rama Allocation as defined in Section 1.1 (aar)					
Complimentaries					
Regulatory Levies, assessments and other impositions, AGCO Levy					
Specified Local Services					
Other costs and expenses					
<b>Casino Rama Net Income</b>					
<b>Add: Amortization and Depreciation and Non-Cash Items</b>					
<b>Casino Rama Cash Flow</b>					
<b>Deduct:</b>					
<b>Transfers to/from Cash Funds</b>					
Contributions to Capital Renewals					
Reserve Account					
Contributions to Operating Reserves					
<b>Debt Repayments</b>					
Bank loan repayments					
Operator debt repayments					
<b>Accumulated Net Revenues to OLGCAccount (before Extraordinary Expenses)</b>					
<b>Add: Interest Earned on OLGCAccount (As reported in Appendix I)</b>					
<b>Deduct: Extraordinary Expenses</b>					
- Community Centre, Senior Centre, Off-Site Infrastructure Facilities					
- Professional fees to settle Agreement					
- Payments to Chiefs of Ontario					
- Off-site infrastructure improvements (including the Atherly Bridge payments, improvements to the west approach to the Atherly Bridge and intersection improvements at Rama Road and Hwy 12)					
<b>Accumulated Net Revenue Distributed as at March 31, 2000</b>					
<b>Distributed to:</b>					
OFN Limited Partnership					
MFN Limited Partnership					

**Schedule C**  
**Quarterly Statement of Ongoing Net Revenues**  
**Section 2.13.3**

Quarter Ending ●

**Gross Revenues as defined in Section 1.1(ad)**

**Expenses**

- Win Contribution
- OLGC Charge
- Operating Expenses as defined in Section 1.1(aaf)(1)
- Amortization and Depreciation
- Rama Allocation as defined in Section 1.1 (aar)
- Complimentaries
- Regulatory Levies, assessments and other impositions, AGCO Levy
- Specified Local Services
- Other costs and expenses

**Casino Rama Net Income**

**Add: Amortization and Depreciation and Non-Cash Items**

**Casino Rama Cash Flow**

**Deduct:**

**Transfers to/from Cash Funds**

- Contributions to Capital Renewals Reserve Account
- Contributions to Operating Reserves

**Debt Repayments**

- Operator debt repayments
- Bank loan repayments

**Accumulated Net Revenues to OLGCAccount (before Extraordinary Expenses)**

**Add: Interest Earned as defined in Section**

●

**Deduct:**

Extraordinary Expenses as defined in Article 1 Section (1.1) (aaf)(3)

**Accumulated Net Revenue Distributed for Quarter Ending ●**

**Schedule D**  
**Annual Statement of Ongoing Net Revenues**  
**Section 2.13.3**

Year Ending March 31, ●

**Gross Revenues as defined in Section 1.1(ad)**

**Expenses**

- Win Contribution
- OLGC Charge
- Operating Expenses as defined in Section 1.1(aaf)(1)
- Amortization and Depreciation
- Rama Allocation as defined in Section 1.1 (aar)
- Complimentaries
- Regulatory Levies, assessments and other impositions, AGCO Levy
- Specified Local Services
- Other costs and expenses

**Casino Rama Net Income**

**Add: Amortization and Depreciation and Non-Cash Items**

**Casino Rama Cash Flow**

**Deduct:**

**Transfers to/from Cash Funds**

- Contributions to Capital Renewals Reserve Account
- Contributions to Operating Reserves

**Debt Repayments**

- Operator debt repayments
- Bank loan repayments

**Accumulated Net Revenues to OLGC Account (before Extraordinary Expenses)**

**Add: Interest Earned as defined in Section ●**

**Deduct:**

Extraordinary Expenses as defined in Article 1 Section (1.1) (aaf)(3)

**Accumulated Net Revenues Distributed for The Year Ending March 31, ●**

**Schedule E****Annual Statement of Non-Arm's Length and  
Related Party Transactions  
Exceeding \$100,000****Section 2.13.4****Year Ending March 31, ●**

<b><u>Related Party</u></b>	<b><u>Description of Payment</u></b>	<b><u>Amount</u></b>
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**Schedule F**

**TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**RE: Audited Financial Statements and Expenses by Category**

The undersigned confirms that it received from OFN Limited Partnership distributions totalling \$\_\_\_\_\_ for the fiscal year ending March 31, \_\_\_\_\_.

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

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

2. Of the foregoing amounts, the following aggregate amounts are reasonably regarded as being for the benefit of future generations:

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

\_\_\_\_\_  
**[LIMITED PARTNER]**  
 \_\_\_\_\_

Date: \_\_\_\_\_

**AUDITORS' REPORT**

We have audited the statement of receipts and disbursements of the [First Nations Casino Rama Fund (Sub fund)] as at March 31, ●. This financial statement is the responsibility of the management. Our responsibility is to express an opinion on this financial statement based on our audit.

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

In our opinion, this financial statement presents fairly, in all material respects, the receipts and disbursements for the year ended March 31, ● in accordance with generally accepted accounting principles.

Chartered Accountants

City, Canada

**Schedule G**

**TO: ONTARIO GAMING SECRETARIAT**

The undersigned confirms that it received from Ontario Lottery and Gaming Corporation distributions totalling \$\_\_\_\_\_ for the fiscal year ending March 31, \_\_.

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

\_\_\_\_\_  
\_\_\_\_\_

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

- 1. The following purposes by Ontario First Nations:
  - (a) Community development: \$ \_\_\_\_\_
  - (b) Health: \$ \_\_\_\_\_
  - (c) Education: \$ \_\_\_\_\_
  - (d) Economic development: \$ \_\_\_\_\_
  - (e) Cultural development: \$ \_\_\_\_\_

- 2. Of the foregoing amounts, the following aggregate amounts are reasonably regarded as being for the benefit of future generations:
  - (a) Community development: \$ \_\_\_\_\_
  - (b) Health: \$ \_\_\_\_\_
  - (c) Education: \$ \_\_\_\_\_
  - (d) Economic development: \$ \_\_\_\_\_
  - (e) Cultural development: \$ \_\_\_\_\_

**ONTARIO FIRST NATIONS LIMITED  
PARTNERSHIP**

\_\_\_\_\_

Date: \_\_\_\_\_

**Schedule H**

**TO: ONTARIO GAMING SECRETARIAT**

**AND TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

The undersigned confirms that it received from Ontario Lottery and Gaming Corporation distributions totalling \$\_\_\_\_\_ for the fiscal year ending March 31, \_\_.

We received audited financial statements for the year end from Mnjikaning First Nation.

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

- 1. Direct expenditures:
  - (a) for the purposes of creating a competitive advantage for the Complex as a destination resort: \$\_\_\_\_\_
  - (b) developments, facilities and services: \$\_\_\_\_\_
- 2. Expenditures in respect of:
  - (a) economic, community and cultural development \$\_\_\_\_\_
  - (b) health, education, training and other similar services \$\_\_\_\_\_
  - (c) infrastructure \$\_\_\_\_\_

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

\_\_\_\_\_

Date: \_\_\_\_\_

Schedule I

APPROVED INVESTMENTS

1. **Type of Investments.** Subject to the conditions set forth below, "Approved Investments" means the following types of investments:

- (a) bankers' acceptances;
- (b) bank certificates of deposit;
- (c) commercial paper;
- (d) medium term notes;
- (e) bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
- (f) corporate strip bonds;
- (g) deposits at a deposit-taking institution;
- (h) other short-term securities;
- (i) bonds, debentures or other evidences of indebtedness issued or guaranteed by a corporation that comply with clause 433(1)(k) of the Insurance Act (Ontario), a copy of which is attached hereto; and
- (j) securities that are listed and posted for trading on a stock exchange recognized by the Ontario Securities Commission and that comply with the requirements of either clause 433(1)(m) or (n), as the case may be, of the Insurance Act (Ontario), a copy of which is attached hereto.

2. **Excluded Investments.** For greater certainty, Approved Investments do not include the following:

- (a) shares, warrants or other equities other than those specified in Section 1(i) or (j) above;
- (b) derivatives, swaps, options or futures;
- (c) real property;
- (d) mortgages, including guaranteed mortgages;
- (e) gold certificates;
- (f) physical commodities; or
- (g) interests in loan syndications or loan participation.

3. **Liquidity.** To qualify as an Approved Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an "illiquid asset" means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holders' option.

4. **Diversification.** To qualify as an Approved Investment, an investment must not, immediately after purchase, have a market value which exceeds 25 percent of the market value of the relevant pool of funds and investments at the time of purchase.

5. **Control.** To qualify as an Approved Investment, an investment in securities of an issuer must not exceed that number of securities which represents 10 percent or more of (i) the votes attaching to the outstanding voting securities of that issuer or (ii) the outstanding equity securities of that issuer. An investment made for the purposes of exercising control over or management of an issuer does not qualify as an Approved Investment.

6. **Rating.** The deemed rating (the "Rating") of any Approved Investment, if applicable, must be at least "A", determined in accordance with the next following section.

7. **Determination of Rating.** The Rating of any Approved Investment referred to in subsections 1(a) through (h) both inclusive will be established, at the time of the acquisition of such Approved Investment, as:

- (a) "AAA" if the Approved Investment has the following rating or higher from two generally recognized credit rating agencies:

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

- (b) "AA" if the Approved Investment has the following rating or higher (but excluding Approved Investments rated "AAA") from two credit rating agencies:

(A)	Short Term	CBRS DBRS Moody's S&P	A-1 R-1 middle/low P-1 A-1+
-----	------------	--------------------------------	--------------------------------------

(B)	Long Term	CBRS CBRS DBRS Moody's S&P	A+ low (corporate) AA (government) AA Aa3 AA3
(c) "A" if the Approved Investment has the following rating or higher (but excluding Approved Investments rated "AA" or "AAA") from two credit rating agencies:			
(A)	Short Term	CBRS DBRS Moody's S&P	A-2 high R-2 high P-2 A-2
(B)	Long Term	CBRS DBRS Moody's S&P	B++ high BBB high Baa1 BBB+

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

<u>Rating of Approved Investment</u>	<u>Minimum Percentage of Portfolio to be Comprised of Approved Investments having that Rating</u>
AAA	25%
AA and AAA	50%
A, AA and AAA	75%
Other	0%

9. **Canadian Dollars.** All Approved Investments acquired must be denominated in Canadian dollars.

10. **Investment Practices.** An investment which otherwise qualifies as an Approved Investment will not constitute an Approved Investment if one or more of the following investment practices are engaged in connection with the acquisition or disposition of the Approved Investment:

- (a) the borrowing of money;
- (b) the encumbrance of any amount of the Futures Generations Fund;
- (c) the purchase of securities on margin;
- (d) the sale of securities short;
- (e) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;
- (f) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm's length in connection with the transaction; or
- (g) the engagement in the business of underwriting or marketing to the public.

Extract from the *Insurance Act* (Ontario):

"433. (1) An insurer may invest its funds or any portion thereof in,

....

**debentures**

- (k) the bonds, debentures or other evidences of indebtedness issued or guaranteed by,
  - (i) a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by clause (m) or (n), or
  - (ii) a corporation if its earnings in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least 1½ times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it, other than indebtedness classified as a current liability in its balance sheet, and, if the corporation at the date of investment owns directly or indirectly more than 50 per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the corporation shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation, and, for the purpose of this subclause, "earnings" means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability;

...

**preferred shares**

- (m) the preferred shares of a corporation if,
  - (i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or
  - (ii) the common shares of the corporation are, at the date of investment, authorized as investments by clause (n); common shares
- (n) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either,
  - (i) paid a dividend in each such year upon its common shares, or
  - (ii) had earnings in each such year available for the payment of a dividend upon its common shares, of at least 4 per cent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;"

## Schedule J

## PERMITTED INTERIM INVESTMENTS

1. **Type of Investments.** Subject to the conditions set forth below, "Permitted Interim Investments" means the following types of investments:

- (a) bankers' acceptances;
- (b) bank certificates of deposit;
- (c) commercial paper;
- (e) medium term notes;
- (d) bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
- (f) corporate strip bonds;
- (g) deposits at a deposit-taking institution; and
- (h) other short-term securities.

2. **Excluded Investments.** For greater certainty, Permitted Interim Investments do not include the following:

- (a) shares, warrants or other equities;
- (b) convertible debt securities;
- (c) derivatives, swaps, options or futures;
- (d) real property;
- (e) mortgages, including guaranteed mortgages;
- (f) gold certificates;
- (g) physical commodities; or
- (h) interests in loan syndications or loan participation.

3. **Liquidity.** To qualify as a Permitted Interim Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an "illiquid asset" means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holder's option.

4. **Term.** To qualify as a Permitted Interim Investment, an investment must, at the date of its acquisition, have a remaining term to maturity of not greater than the lesser of: (a) 366 days; and (b) the greater of (i) the balance of the Initial Term, and (ii) the General Partner's good faith estimate of the date for release of funds referred to in the Metis Litigation Agreement.

5. **Diversification.** To qualify as a Permitted Interim Investment, an investment must not, immediately after purchase, have a market value which exceeds 25 percent of the market value of the Future Generations Fund (or other relevant pool of funds and investments) at the time of purchase.

6. **Rating.** The deemed rating (the "Rating") of any Permitted Interim Investment, if applicable, must be at least "AA", determined in accordance with the next following section.

7. **Determination of Rating.** The Rating of any Permitted Interim Investment will be established, at the time of the acquisition of such Permitted Interim Investment, as:

- (a) "AAA" if the Permitted Interim Investment has the following rating or higher from two generally recognized credit rating agencies:

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

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

(A)	Short Term	CBRS	A-1
		DBRS	R-1 middle/low
		Moody's	P-1
		S&P	A-1+



(B)	Long Term	CBRS CBRS DBRS Moody's S&P	A+ low (corporate) AA (government) AA Aa3 AA-
-----	-----------	--	---

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

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

9. **Canadian Dollars.** All Permitted Interim Investments acquired must be denominated in Canadian dollars.

10. **Investment Practices.** An investment which otherwise qualifies as a Permitted Interim Investment will not constitute a Permitted Interim Investment if one or more of the following investment practices are engaged in connection with the acquisition or disposition of the Permitted Interim Investment:

- (a) the borrowing of money;
- (b) the encumbrance of any amount of the Futures Generations Fund;
- (c) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;
- (d) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm's length in connection with the transaction; or
- (e) the engagement in the business of underwriting or marketing to the public.

Schedule K

OFN LIMITED PARTNERSHIP AGREEMENT

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**LIMITED PARTNERSHIP AGREEMENT**

**AMONG**

**ONTARIO FIRST NATIONS GENERAL PARTNER INC.**

**AND**

**EACH ONTARIO FIRST NATION WHO IS ADMITTED  
TO THE PARTNERSHIP AS A  
LIMITED PARTNER IN ACCORDANCE  
WITH THE TERMS HEREOF**

**Dated May 31, 2000**

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**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP  
LIMITED PARTNERSHIP AGREEMENT**

**THIS AGREEMENT** made the 31<sup>st</sup> day of May, 2000.

**A M O N G:**

**ONTARIO FIRST NATIONS GENERAL PARTNER INC.**  
a corporation incorporated under the laws of the Province of Ontario  
(hereinafter called the "General Partner")

**OF THE FIRST PART**

- and -

the First Nations who have executed this Agreement and each First Nation who from time to time executes this Agreement or a counterpart hereof and who becomes a Limited Partner in accordance with the terms hereof

(hereinafter collectively called the "Limited Partners" and individually called a "Limited Partner")

**OF THE SECOND PART**

**WITNESSES THAT:**

**WHEREAS** the Province of Ontario agreed with First Nations to the establishment of a commercial casino on a First Nation territory in Ontario;

**AND WHEREAS** First Nations agreed amongst each other to a process whereby First Nations wishing to do so would submit proposals to establish such a casino on their territory;

**AND WHEREAS** the successful proposal was that of the Mnjikaning and Casino Rama was built on its territory, opened for business on August 1, 1996 and has been operating since then;

**AND WHEREAS** following the selection of the Mnjikaning proposal, First Nations and the Province of Ontario entered into negotiations and an agreement in principle regarding, among other things, the terms on which the net revenues from Casino Rama would be transferred to and used by the First Nations;

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AND WHEREAS in December 1998, First Nations approved the use of one or more limited partnerships as the basic business organization to monitor Casino Rama and for the receipt, administration and distribution of net revenues from Casino Rama;

AND WHEREAS First Nations have reached definitive agreements among each other and with the Province of Ontario and Ontario Lottery and Gaming Corporation as to the subject-matter of the Rolling Draft and related matters;

AND WHEREAS First Nations (other than the Mnjikaning) and Ontario First Nations General Partner Inc. wish to establish a limited partnership under the name "Ontario First Nations Limited Partnership" to carry on the Business;

AND WHEREAS the Partners are entering into this Agreement for the purposes of setting out the manner in which their relationship as partners will be governed;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises, and the respective covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

#### ARTICLE 1 INTERPRETATION

1.1 **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms have the following meanings:

"Accruals" means funds set aside or amounts allocated to reserves maintained in amounts which in the opinion of the relevant Person are required for the payment of obligations coming due in a future time period as shall be reasonably determined by the relevant Person and to provide for contingencies and the working capital requirements as reasonably determined by the relevant Person.

"Acknowledgement and Consent" means, in respect of each Limited Partner, the acknowledgement and consent provided for in Section 12.16 of the Revenue Agreement to be executed and delivered by each Limited Partner no later than concurrently with its execution of this Agreement.

"Act" means the *Limited Partnerships Act*, R.S.O. 1990, c. L16, as amended.

"Administrative Office" means the administrative office of the Partnership at such location on such First Nation territory as may be determined by the General Partner from time to time in accordance with this Agreement.

"Affiliate" means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person.

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"Agreement" means this Limited Partnership Agreement as it may from time to time be supplemented or amended by one or more agreements entered into pursuant to the provisions hereof.

"Approved Investments" means any investment referred to in Schedule 1.1A.

"Approved Purposes" means, in respect of all Net Cash, Future Generations Amounts, Future Generations Contributions and Investment Income in respect thereof:

- (a) payment of Expenses and funding of Accruals by the Partnership (or the General Partner on its behalf) from Net Cash and Income (Other) Amounts (but not from Future Generations Amounts, Future Generations Contributions or Income (FG) Amounts);
- (b) investment by the Partnership (or the General Partner on its behalf):
  - (i) of Future Generations Amounts (and Investment Income in respect thereof) in Permitted Interim Investments; and
  - (ii) of all other amounts in Approved Investments;  
as provided in this Agreement, pending distribution of such amounts to Partners;
- (c) payment of Expenses and funding of Accruals by Limited Partners from Net Cash, Income (Other) Amounts and Income (FG) Amounts (but not from Future Generations Amounts or Future Generations Contributions);
- (d) investment by Limited Partners in Approved Investments pending expenditures referred to in paragraph (c); and
- (e) capital and/or operating expenditures by Limited Partners in respect of (i) community development, (ii) health, (iii) education, (iv) economic development, and (v) cultural development, of First Nations and their territories and members, and any matters ancillary thereto;

provided that:

- (v) the service and repayment of any Indebtedness existing at the date hereof in respect of any of the foregoing purposes and of any Indebtedness incurred subsequent to the date hereof in respect of any of the foregoing purposes, and the defence and enforcement of any rights or claims in respect of the foregoing purposes, shall be deemed to be for Approved Purposes;
- (w) where, in respect of Indebtedness incurred prior to the date of this Agreement:
  - (i) there is some evidence that the Indebtedness was incurred for one or more of the purposes referred to in this definition; and

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- (ii) the lack of more complete evidence is reasonably attributable to one or more of the period of time that has passed since the incurrence of such Indebtedness, any loss of records due to fire, flood or other reasons beyond the Limited Partner's control, consolidation or other refinancing of Indebtedness, or limitations of record-keeping of the Limited Partner due to its limited size, remoteness or lack of financial resources;

then the Joint Appointee appointed under the Revenue Agreement shall be entitled to resolve any reasonable doubt whether the Indebtedness was incurred for one or more of the purposes referred to in this definition, in accordance with the Revenue Agreement:

- (x) for amounts comprising the Future Generations Fund, such expenditures shall be in respect of providing benefits to future generations of First Nations peoples;
- (y) the foregoing Approved Purposes shall be interpreted and applied to include within their meaning and scope the cultures, traditions, values, beliefs, methods and practices of the First Nations and/or the relevant First Nation and activities and purposes that are in furtherance thereof; and
- (z) the parties hereto recognize that many expenditures could reasonably be categorized as being in respect of more than one of the foregoing purposes.

"Auditors" means such firm of chartered accountants of generally recognized standing in Ontario as may be appointed by the General Partner as auditor for the Partnership for the time being.

"Base Factor" (for the Initial Period) means 40%.

"Base Number" means, at any time, the number of First Nations (for greater certainty, excluding any former Near Band that has incurred a Loss of Status Event as provided in Section 2.16 and that has not subsequently become a Status Band).

"Board of Directors" means the board of directors of the General Partner.

"Business" means all activities of the Partnership including the business of the Partnership described in Section 2.3 and the activities contemplated by the Revenue Arrangements to the extent applicable to the Partnership but, for greater certainty, excluding the following activities of First Nations (collectively, the "First Nations Activities"): activities in respect of the determination of the Formula from time to time, the allocation of the 35% Allocation (as defined in the Protocol Agreement) between the Partnership and Mnjikaning Partnership, the determination of First Nations from time to time, the preparation of financial statements and reports required of Limited Partners hereunder and any other activities of the Chiefs in Assembly, the First Nations or the Limited Partners in their proper capacities as such.

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

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**"Capital"** at any time, means the aggregate of the cash which has been contributed by the Partners to the Partnership as capital at or prior to such time, less the amount of cash which has been returned to the Partners out of the capital of the Partnership pursuant to the provisions hereof at or prior to such time.

**"Capital Accounts"** means the capital account of each Partner in respect of each class of Units maintained by the General Partner pursuant to Section 4.3.

**"Capital Contribution"** means, with respect to any Unit held by a Partner, the amount in cash contributed to the Partnership as capital under this Agreement in respect of such Unit.

**"Chiefs in Assembly"** means any duly called and properly constituted general meeting of the duly elected Chiefs of First Nations.

**"Chiefs of Ontario"** means the not-for-profit organization incorporated pursuant to the laws of Canada under the name Indian Associations Co-Ordinating Committee of Ontario Inc., established by Ontario first nations and whose members consist of the duly elected Chiefs of Ontario first nations.

**"consensus"** means the consensus level of approval applicable to decision-making by the Chiefs in Assembly.

**"control"** means the power to direct or cause the direction of the management and policies of a Person, whether directly or indirectly, whether acting alone or jointly or in concert with others, and whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" shall have corresponding meanings.

**"Declaration"** means the declaration to be filed and recorded in respect of the Partnership pursuant to the Act.

**"Default", "Default Notice", "Defaulting Partner" and "Default-Induced Suspension of Distributions"** have the respective meanings attributed thereto in Article 11.

**"Development and Operating Agreement"** has the meaning given to it in the Revenue Agreement.

**"Expenses"** means, with respect to:

(1) the Partnership or the General Partner, the aggregate of all expenses, fees, costs and liabilities incurred by it in respect of the Business, the Approved Purposes for use of amounts referred to in this Agreement, compliance with the terms of the Revenue Arrangements (to the extent applicable to the Partnership or the General Partner), and all payments made by the Partnership or the General Partner to the extent they relate to the Business, the Partnership or the General Partner, including in respect of:

(a) all start-up and ongoing costs, including the costs and expenses of dealings and negotiations among all First Nations, the Chiefs of Ontario,

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Mnjikaning, Mnjikaning Partnership, the Province and OLGC regarding the Business, the Revenue Arrangements (to the extent applicable to the Partnership or the General Partner) determining the Formula, the allocation of the 35% Allocation (as defined in the Protocol Agreement) between the Partnership and Mnjikaning Partnership, Limited Partners, and the organizational structure for receipt, investment and distribution of the Transferred LP Amounts, Transferred GP Amounts and Investment Income, forming and organizing the Partnership and the General Partner, including the fees and expenses of legal, tax, accounting, financial and other professional advisors relating thereto, and also including the costs and expenses of establishing the Administrative Office, engaging employees and other expenses incurred in connection therewith;

- (b) all fees, costs and expenses necessary to form, register or qualify the Partnership and the General Partner under applicable laws, or to maintain such registrations or qualifications, or to obtain or maintain exemptions under applicable laws;
- (c) all operating, general and administrative costs of the General Partner and the Partnership incurred in respect of the activities of the Partnership, including those incurred in respect of rent, utilities and other expenses in respect of the Administrative Office, salaries, wages and other compensation of administrative and operating personnel and other employees, accounting, statistical or bookkeeping services, computing or accounting equipment use, all fees, costs and expenses for corporate and partnership filings, registrations and record keeping, the preparation, receipt, analysis and summary of reports by or from Limited Partners and the preparation of reports by the Partnership to the Limited Partners and to the Province, and all other expenses incidental to the administration of the General Partner and the Partnership;
- (d) fees and expenses in respect of accounting and audit, consulting, legal, custodial, investment management, financial advisory and other professional services procured by or on behalf of the Partnership or by Limited Partners in respect of the General Partner and the Partnership; and
- (e) all cost and expenses of communications among the Partnership, the General Partner, Limited Partners, their members, the Chiefs of Ontario and other Persons;
- (f) all applicable taxes;
- (g) all costs and expenses of, or incidental to, the preparation and dispatch to Partners and other Persons of all cheques, reports, circulars, financial statements, forms and notices, and any other documents which are necessary or desirable in connection with the Business (including administration of the Partnership), the Approved Purposes for uses of

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amounts referred to in this Agreement, compliance with the terms of the Revenue Arrangements (to the extent applicable to the Partnership or the General Partner);

- (h) all costs and expenses incurred as a result of a dissolution, winding-up and termination of the Partnership and the General Partner and the realization of proceeds from, respectively, the Partnership assets and the General Partner assets;
- (i) any costs and expenses of any litigation in respect of the Business, the Partnership or Partners and the amount of any judgment or settlement paid in connection therewith;
- (j) all costs and expenses for indemnity or contribution payable in connection with any litigation involving the Business or the Partnership, and all costs of any liability insurance maintained with respect to liabilities arising in connection with the activities of any indemnified person conducted on behalf of the Partnership or and the General Partner in connection with the Business; and
- (k) any other costs and expenses in connection with the administration of the Partnership that may be authorized by or pursuant to this Agreement; and

(2) each Limited Partner, the aggregate of all expenses, fees, costs and liabilities incurred by it in respect of the Partnership, the Approved Purposes for use of amounts referred to in this Agreement, compliance with the terms of this Agreement and its Acknowledgment and Consent, and all payments made by such Limited Partner in respect of matters referred to in subparagraphs (1)(a) through (k) of this definition, *mutatis mutandis*, to the extent they relate to such Limited Partner or its interest in the Partnership.

"Extraordinary Resolution" means a resolution passed by Limited Partners by consensus at a duly convened meeting of Partners or any adjournment thereof, or if consensus is not then reached on such matter then:

- (a) a resolution passed by Limited Partners holding, in the aggregate, not less than 66-2/3% of the aggregate number of Units held by those Limited Partners who, being entitled to do so, vote in person or by proxy at a duly convened meeting of Partners or any adjournment thereof; or
- (b) a written resolution in one or more counterparts consented to in writing by Limited Partners holding, in the aggregate, not less than 66-2/3% of the aggregate number of Units held by those Limited Partners who are entitled to vote.

"First Nation" means, at any time, any aboriginal group that is a Status Band or a Near Band in the Province of Ontario (other than Mnjikaning) then recognized by the Chiefs in Assembly, as set out in Schedule 1.1B, as it may be amended in accordance with Sections 1.9 and 2.15 and "First Nations" means every First Nation.

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**"First Nations Year"** means a 12-month period commencing on April 1 of a calendar year and ending on March 31 of the next following calendar year.

**"Fiscal Year"** means the financial year of the Partnership as determined in accordance with Section 2.5.

**"Formula"** means: (i) for the Initial Period, the Formula Share of Net Cash and the Formula Share of Future Generations Fund, as applicable; and (ii) for any Subsequent Period, such formula and arrangements for sharing and distribution of distributable amounts among Limited Partners as the Chiefs in Assembly, having considered the terms of the Revenue Agreement in this regard, may determine from time to time, for such Subsequent Period.

**"formula 2"** means the Net Revenue distribution formula no. 2 which was considered but not adopted by the Chiefs in Assembly during December 15-17, 1998 in Toronto, as described in Schedule 1.1C hereto.

**"Formula Share"** for any Limited Partner at any time means that Limited Partner's entitlement to Net Cash and to the Future Generations Fund pursuant to the Formula as it applies to that Limited Partner.

**"Formula Share of Future Generations Fund"** (for the Initial Period) means for any Limited Partner at any time, an amount equal to the aggregate of such of the following as apply to that Limited Partner:

- (a) for each Limited Partner: the Base Factor, multiplied by the Future Generations Fund, divided by the Base Number;
- (b) for each Limited Partner: the Population Factor, multiplied by the Future Generations Fund multiplied by a fraction, the numerator of which is that Limited Partner's then-current Population and the denominator of which is the then-current Population Total; and
- (c) for each Limited Partner that is a Remote First Nation: the Remoteness Factor, multiplied by the Future Generation Fund, divided by the Remote Number;

provided that, for any calculation in respect of two or more Fiscal Years, the total calculation will be the sum of calculations for each such Fiscal Year using the Base Number, Population, Population Total and Remote Number applicable to such Fiscal Year; and further provided that the Base Number, Population, Population Total and Remote Number for the Fiscal Year ending March 31, 2000 shall be deemed to apply to all prior Fiscal Years in the Initial Period.

**"Formula Share of Net Cash"** (for the Initial Period) means for any Limited Partner at any time, an amount equal to the aggregate of such of the following as apply to that Limited Partner:

- (a) for each Limited Partner: the Base Factor, multiplied by the Net Cash on hand less the Income (FG) Amount on hand, divided by the Base Number;



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- (b) for each Limited Partner: the Population Factor, multiplied by the Net Cash on hand less the Income (FG) Amount on hand, multiplied by a fraction, the numerator of which is that Limited Partner's then-current Population and the denominator of which is the then-current Population Total;
- (c) for each Limited Partner that is a Remote First Nation: the Remoteness Factor, multiplied by the Net Cash on hand less the Income (FG) Amount on hand, divided by the Remote Number; and
- (d) with respect to the Income (FG) Amount, for each Limited Partner that is a Large First Nation, the Shortfall Compensation Amount for that Limited Partner to such time;

provided that, for any calculation in respect of two or more Fiscal Years, the total calculation will be the sum of calculations for each such Fiscal Year using the Base Number, Population, Population Total and Remote Number applicable to such Fiscal Year; and further provided that the Base Number, Population, Population Total and Remote Number for the Fiscal Year ending March 31, 2000 shall be deemed to apply to all prior Fiscal Years in the Initial Period.

**"Future Generations Amount"** (for the Initial Period) means in respect of each Transferred LP Amount, 25% thereof, less an amount equal to that part of the Large First Nations Imputed Interest Entitlement which relates thereto.

**"Future Generations Contribution"** has the meaning given to it in Section 9.2(a).

**"Future Generations Fund"** means all Future Generations Amounts, any Future Generations Contributions pursuant to Article 9 and all Investment Income in respect thereof (other than Investment Income earned on Future Generations Amounts during the Initial Period not exceeding the Shortfall Amount); and for greater certainty excludes all Income (FG) Amounts not exceeding the Shortfall Amount.

**"General Partner"** means Ontario First Nations General Partner Inc. or, as herein provided, any other Person who is admitted to the Partnership as a successor to any General Partner.

**"General Partner Unit Certificate"** means a certificate evidencing ownership of the General Partner Unit, which certificate shall be in the form set forth in Schedule 1.1D.

**"General Partner Unit"** means the unit as provided for in subsection 3.3(b).

**"herein", "hereof" and "hereunder"** and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement.

**"including"** means including without limitation, and **"includes"** has a corresponding meaning.

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**"Income (FG) Amount"** (for the Initial Period) means at any time: (a) all Investment Income realized by the Partnership on all Future Generations Amounts held by the Partnership; and (b) that part of each Transferred LP Amount which represents Large First Nations Imputed Interest Entitlement.

**"Income (Other) Amount"** (for the Initial Period) means at any time all Investment Income other than Income (FG) Amounts.

**"Indebtedness"** means all indebtedness for borrowed money, all indebtedness under any conditional sale or other title retention agreement, all liabilities represented by a note or other evidence of indebtedness, all obligations under leases, all guarantees of indebtedness of another Person and all other liabilities of a Person.

**"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. I-5, as amended.

**"Initial Period"** means the five year period beginning August 1, 1996 and ending July 31, 2001.

**"Investment Income"** means interest, dividends, capital gains, ordinary income and other returns realized in respect of any Net Cash, Future Generations Amount or Future Generations Contribution, net of applicable taxes, but does not include the capital amount thereof, but does include further returns realized on reinvestment of such returns.

**"Joint Appointee"** has the meaning ascribed to it in the Revenue Agreement.

**"Large First Nation"** (for the Initial Period) means each of the Mohawk Council of Akwesasne, the Mohawks of the Bay of Quinte, the Six Nations of the Grand River Territory and the Wikwemikong Unceded Indian Reserve.

**"Large First Nations Imputed Interest Entitlement"** (for the Initial Period) means the amount of interest (including compound interest) or other investment returns or compensation paid or payable in respect of 25% of each Transferred LP Amount from the respective dates of the Province's or OLG's receipt of the related Net Revenues to the respective dates same are transferred to the Partnership pursuant to the Revenue Agreement.

**"Limited Partner Unit Certificate"** means a certificate evidencing ownership of a Limited Partner Unit, which certificate shall be in the form set forth in Schedule 1.1E hereto.

**"Limited Partner Units"** means the units as provided for in subsection 3.3(a).

**"Loss of Status Event"** has the meaning ascribed to it in Section 2.16.3 hereof.

**"Metis Litigation Agreement"** means the Metis Litigation Agreement, to be entered into concurrently with the Revenue Agreement and the Protocol Agreement, between the General Partner on behalf of the Partnership, Mnjikaning General Partner on behalf of Mnjikaning Partnership and the Province, substantially in the form of the most recent draft provided to the Limited Partners subject to such alterations as may be approved by the General Partner as evidenced by its execution of same.

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**"Mnjikaning"** means the Chippewas of Mnjikaning.

**"Mnjikaning General Partner"** means Mnjikaning Chippewas General Partner Inc., a corporation formed under the laws of the Province of Ontario.

**"Mnjikaning Partnership"** means Mnjikaning First Nation Limited Partnership, a limited partnership formed under the laws of the Province of Ontario in 2000.

**"Near Band"** means an Ontario aboriginal group recognized by the Chiefs in Assembly that is not a Status Band but which is engaged in processes to become a Status Band (i.e. it has applied for and is actively pursuing recognition as a band under the Indian Act), and **"Near Bands"** means every Near Band; provided that:

- (i) each Ontario aboriginal group referred to in Schedule 1.1F at the date hereof shall be deemed to be a Near Band for the period commencing on the beginning of the Initial Period and consistent with the provisions of Section 2.16; and
- (ii) each Ontario aboriginal group added to Schedule 1.1F subsequent to the date hereof pursuant to Sections 1.9 and 2.15 shall be deemed to be a Near Band for the period commencing on the date on which it becomes a Limited Partner and consistent with the provisions of Section 2.16.

**"Net Cash"** (for the Initial Period) means, in respect of any period, means the amount, if any, by which:

- (a) the aggregate of:
  - (i) 75% of each Transferred LP Amount on hand;
  - (ii) all Income (FG) Amounts on hand not exceeding the Shortfall Amount;
  - (iii) all Income (Other) Amounts on hand; and
  - (iv) all amounts set aside as Accruals at the commencement of such period;

exceeds:

- (b) the aggregate of:
  - (i) all cash expenditures of the Partnership during such period relating to Expenses; and
  - (ii) all amounts set aside as Accruals at the end of such period;

all calculated without duplication, subject to any restrictions on distributions pursuant to the terms of this Agreement or the Metis Litigation Agreement.

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**"Net Income"** in respect of any period means the net income (or net loss) of the Partnership in respect of such period as determined in accordance with Canadian generally accepted accounting principles applied on a basis consistent with prior periods.

**"Net Revenues"** means all amounts transferred or to be transferred by the Province or OLG to the Partnership and to Mnjikaning Partnership pursuant to the Revenue Agreement.

**"OLGC"** means the Ontario Lottery and Gaming Corporation, a Crown agency established pursuant to the Enabling Legislation (as defined in the Revenue Agreement), its predecessor Ontario Casino Corporation, and its successors and permitted assigns.

**"Ordinary Resolution"** means a resolution passed by Limited Partners at a duly convened meeting of Partners or any adjournment thereof by consensus, or, if consensus is not then reached on such matter, then:

- (a) a resolution passed by Limited Partners holding, in the aggregate, not less than a simple majority of the aggregate number of Units held by those Limited Partners who, being entitled to do so, vote in person or by proxy at a duly convened meeting of Partners or any adjournment thereof, or
- (b) a written resolution in one or more counterparts consented to in writing by Limited Partners holding, in the aggregate, more than 50% of the aggregate number of Units held by those Limited Partners who are entitled to vote.

**"Partners"** means the General Partner and the Limited Partners.

**"Partnership"** means Ontario First Nations Limited Partnership, a limited partnership formed under the laws of the Province of Ontario pursuant to the filing of the Declaration.

**"Permitted Interim Investments"** means any investment referred to in Schedule 1.1G.

**"Person"** or **"person"** is to be broadly interpreted and includes an individual, a First Nation, a corporation, a partnership, a trust, an unincorporated organization or association, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Population"** means for any First Nation for any First Nations Year,

- (a) for each First Nation which is a Status Band or has reserve status under the Indian Act, the number of persons registered or entitled to be registered under the Indian Act for that First Nation for the preceding First Nations Year as published by the Department of Indian Affairs and Northern

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Development of the Government of Canada (or any successor thereto) (the "DIAND Number"), and

- (b) for each other First Nation (a "Non-DIAND First Nation"), the number of persons registered or entitled to be registered under the Indian Act ("Status Indians") that were members of that First Nation for the preceding First Nations Year as reported by that First Nation to the Chiefs of Ontario within 30 days of the end of such preceding First Nations Year,

subject to any Population Adjustment.

"Population Adjustment" means such adjustments, from time to time, to any First Nation's Population for any First Nations Year to correct any inaccuracies in any such population numbers as may be determined:

- (a) with respect to the counting of one or more of the same Status Indians by two or more Non-DIAND First Nations in their respective population numbers: by agreement among the relevant First Nations within 12 months of the issue first arising; failing which by the Chiefs of Ontario; failing which by reference to the relevant DIAND Numbers upon any such First Nation ceasing to be a Non-DIAND First Nation; and
- (b) with respect to all other inaccuracies in any such population numbers, including such numbers not being restricted to Status Indians, by the Chiefs of Ontario.

"Population Factor" (for the Initial Period) means 50%.

"Population Total" means, for any First Nations Year, the total of all Populations of all First Nations for that period.

"Prime Rate" means at any time the rate of interest per annum then quoted by Canadian Imperial Bank of Commerce or such other Canadian chartered bank as the General Partner may determine from time to time as its prime rate of interest charged on loans in Canadian currency in Canada.

"Protocol Agreement" means the Protocol Agreement, to be entered into concurrently with the Revenue Agreement and the Metis Litigation Agreement, among the Partnership, Mnjikaning Partnership, Mnjikaning and the Chiefs of Ontario, substantially in the form of the most recent draft provided to the Limited Partners subject to such alterations as may be approved by the General Partner as evidenced by its execution of same.

"Province" means Her Majesty the Queen in Right of Ontario.

"Receiver" has the meaning attributed thereto in Section 15.5.

"Register" has the meaning attributed thereto in Section 3.7.

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**"Remote First Nation"** means, at any time, any First Nation then named in Schedule 1.1H hereto, subject to any additions to or deletions from Schedule 1.1H as may be determined by the Chiefs of Ontario to be appropriate from time to time (and Schedule 1.1H shall be amended accordingly in accordance with Section 1.9).

**"Remote Number"** means, at any time, the number of Remote First Nations at that time.

**"Remoteness Factor"** (for the Initial Period) means 10%.

**"Revenue Agreement"** means the Casino Rama Revenue Agreement, to be entered into concurrently with the Protocol Agreement and the Metis Litigation Agreement, among the Partnership, Mnjikaning Partnership, the Province and OLG, substantially in the form of the most recent draft provided to the Limited Partners subject to such alterations as may be approved by the General Partner as evidenced by its execution of same.

**"Revenue Arrangements"** means the Revenue Agreement, the Metis Litigation Agreement, the Protocol Agreement, the MFN Limited Partnership Agreement (as defined in the Revenue Agreement), the Shareholders Agreement and this Agreement.

**"Shareholders Agreement"** means the shareholders agreement, to be entered into concurrently with this Agreement, among the General Partner and each First Nation which is a holder of shares of the General Partner.

**"Shortfall Amount"** means, at any time, the amount by which the aggregate entitlement to such time of all Limited Partners which are Large First Nations under the Formula for the Initial Period is less than the aggregate amount that would have accrued to those Limited Partners to such time under formula 2 for the Initial Period, less an amount equal to the aggregate of all Shortfall Compensation Amounts paid to those Limited Partners prior to such time.

**"Shortfall Compensation Amount"** means, for any Limited Partner which is a Large First Nation at any time, an amount equal to (a) the lesser of (i) the Shortfall Amount to such time and (ii) the Income (FG) Amount to such time, multiplied by (b) a fraction, the numerator of which is the then-current Population for that Limited Partner and the denominator of which is the then-current aggregate Population of all Limited Partners which are Large First Nations.

**"Status Band"** means an Ontario aboriginal group that is recognized as a band under the Indian Act.

**"Subscription Agreement"** means (a) in respect of each Limited Partner, the agreement between that Limited Partner and the Partnership pursuant to which the Limited Partner has subscribed for a Limited Partner Unit and (b) in respect of the General Partner, the agreement between the General Partner and the Partnership pursuant to which the General Partner has subscribed for a General Partner Unit, in substantially the respective forms annexed as Schedule 1.1I hereto.

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**"Subsequent Period"** means any period or periods subsequent to the Initial Period as may, from time to time, be determined by the Chiefs in Assembly (subject to earlier termination of the Revenue Agreement in accordance with the terms thereof).

**"Transferred Amount"** means a corresponding Transferred GP Amount and Transferred LP Amount.

**"Transferred GP Amount"** means in respect of each transfer of a portion of Net Revenues to the Partnership from time to time pursuant to the Revenue Agreement, 0.01% of the amount of such transferred Net Revenues.

**"Transferred LP Amount"** means in respect of each transfer of a portion of Net Revenues to the Partnership from time to time pursuant to the Revenue Agreement, 99.99% of the amount of such transferred Net Revenues.

**"Unit"** means any Limited Partner Unit or General Partner Unit.

**"Unit Certificate"** means any Limited Partner Unit Certificate or General Partner Unit Certificate.

**"Win Contribution Litigation"** means the claim and legal proceeding by the Chiefs of Ontario against the Province in respect of the Province's past and ongoing appropriation of 20% of the gross revenues (after players' winnings) of Casino Rama.

**1.2 Headings and Table of Contents.** The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings and any table of contents provided are for convenience of reference only and shall not affect the construction or interpretation hereof.

**1.3 Article, Section and Schedule References.** Unless the context requires otherwise, references in this Agreement to Articles, Sections, other subdivisions or Schedules are to Articles, Sections, other subdivisions or Schedules of this Agreement.

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

**1.5 Currency.** Except as otherwise expressly provided in this Agreement, all monetary amounts referred to in this Agreement are stated in Canadian dollars.

**1.6 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 thereafter.

**1.7 Other Interpretation.** For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires:

- (a) all accounting terms not otherwise defined herein have the meanings assigned to them by, and all calculations to be made hereunder are to be

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made in accordance with, Canadian generally accepted accounting principles applicable to the Business of the Partnership applied on a basis consistent with prior periods;

- (b) the words "distribute" and "distributed" and other words of similar meaning, when used with reference to a Partner, refer to any amount paid or other property distributed by the Partnership to such Partner in respect of any interest of such Partner in the Partnership, but do not refer to any amount paid to such Partner in respect of any property acquired by the Partnership from, or any services provided to the Partnership by, such Partner;
- (c) any reference to an "approval", "authorization" or "consent" of the General Partner means the written approval, written authorization or written consent of the General Partner;
- (d) any capitalized terms used but not defined herein have the meaning ascribed to them in the Revenue Agreement or, if not defined therein, then in the Protocol Agreement; and
- (e) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or regulations.

**1.8 Schedules.** The following are the Schedules to this Agreement and same shall have the same force and effect as if the information contained therein were contained in the body of this Agreement:

Schedule 1.1A	Approved Investments
Schedule 1.1B	List of First Nations
Schedule 1.1C	formula 2
Schedule 1.1D	(form of) General Partner Unit Certificate
Schedule 1.1E	(form of) Limited Partner Unit Certificate
Schedule 1.1F	Near Bands
Schedule 1.1G	Permitted Interim Investments
Schedule 1.1H	Remote First Nations
Schedule 1.1I	(form of) Subscription Agreement
Schedule 6.6(b)	(form of) Notice and Undertaking of Near Band/Sister First Nation Designation
Schedule 11.1	(form of) Limited Partner Report on Distributions and Expenses
Schedule 11.2(a)	(form of) Partnership Report to the Province

**1.9 Recognized First Nations.** The General Partner shall make a written request to the Chiefs of Ontario to be apprised of any changes from time to time in the First Nations and



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shall (and shall be entitled to), upon being notified by the Chiefs of Ontario of any such change, (i) promptly amend Schedule 1.1B and, if applicable, Schedules 1.1F and/or 1.1H by making the appropriate adjustments thereto (provided for greater certainty that, in the case of a new First Nation being recognized by the Chiefs in Assembly and becoming a Limited Partner, such change shall become effective in accordance with the procedure provided for in Section 2.15); and (ii) promptly notify the Province and the Joint Appointee of same, including a copy of such revised Schedules. Without limiting the generality of the foregoing, if an aboriginal group that is a Near Band ceases to be recognized by the Chiefs in Assembly or suffers a Loss of Status Event, promptly upon being notified of same, the General Partner shall (and shall be entitled to) promptly amend Schedules 1.1B and 1.1F and, if applicable, Schedule 1.1H accordingly.

**1.10 No Prejudice.**

- (1) Notwithstanding any other provision of this Agreement, except as provided in subsections 1.10(2) and (3), each (and any combination) of the Revenue Arrangements and any Ancillary Documents is without prejudice to any rights, claims or defences that any party hereto or the Chiefs of Ontario may have in respect of:
  - (i) the MFN Claim referred to in Sections 1.15.1(i) and 2.8.7 of the Revenue Agreement;
  - (ii) the claim referred to in Sections 1.15.1(ii) and 10.1 of the Revenue Agreement relating to the Win Contribution Litigation; or
  - (iii) any claim referred to in Section 1.15.1(iii) of the Revenue Agreement.
- (2) Nothing in any (or any combination) of the Revenue Arrangements or any Ancillary Documents shall affect the ability of any court or tribunal to determine the admissibility of and, if admissible, to rely upon, prior or contemporaneous negotiations, agreements, representations, discussions, understandings, proposals, whether oral or written, including the Rolling Draft, in respect of the claims referred to in subsection (1). Notwithstanding the foregoing, the existence of any (or any combination) of the Revenue Arrangements and any Ancillary Documents and any of the provisions contained herein or therein and the contents of any negotiations leading to the Revenue Arrangements and any Ancillary Documents after December 7, 1998, will not be advanced as evidence or legal argument in support or defence of any of the claims or defences set out in subsection (1).
- (3) Nothing in any (or any combination) of the Revenue Arrangements or any Ancillary Documents shall affect the ability of a party to commence an action contemplated by subsection (1) of this Agreement prior to the expiry of the term of this Agreement or the Revenue Agreement.
- (4) Nothing in any (or any combination) of the Revenue Arrangements or any Ancillary Documents abrogates or derogates from any existing aboriginal or treaty right pursuant to Section 35 of the Constitution Act, 1982.

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**1.11 Accounting Terms.** Accounting terms used herein, unless otherwise defined, shall have the meaning accorded thereto by Canadian generally accepted accounting principles. The financial statements referred to herein, whether audited or unaudited, shall be prepared in accordance with Canadian generally accepted accounting principles.

**ARTICLE 2  
FORMATION OF PARTNERSHIP  
AND RELATIONSHIP BETWEEN PARTNERS**

**2.1 Formation.** The General Partner and the Limited Partners hereby form a limited partnership under the provisions of the Act. The rights, restrictions and liabilities of the Partners shall be as provided in the Act except as herein otherwise expressly provided.

**2.2 Name.** The name of the Partnership shall be Ontario First Nations Limited Partnership or such other name or names as the General Partner may from time to time deem appropriate to comply with the laws of the jurisdiction in which the Partnership may carry on business.

**2.3 Business of the Partnership.** The business of the Partnership shall be to monitor the Complex and to receive, administer, invest and distribute that portion of the net revenues from the Complex to which the Partnership may from time to time be entitled pursuant to the Revenue Arrangements, including acting pursuant to those Revenue Arrangements to which the Partnership is a party; investing in Permitted Interim Investments and Approved Investments, making distributions of Net Cash and the Future Generations Fund and receiving and making reports on the uses of Transferred LP Amounts and Investment Income, all in accordance with the terms hereof, (collectively, the "Business") but, for greater certainty, none of the First Nations Activities (as defined in the definition of "Business" in Section 1.1) shall be or be regarded as part of the Business. The Partnership shall carry on the Business and shall be further authorized to exercise all powers ancillary and incidental thereto or reasonably in furtherance thereof. The Partnership shall not carry on any business other than the Business.

**2.4 Principal Place of Business.** The principal place of business of the Partnership shall be at the address of the General Partner provided for in Section 18.1 hereof or such other location on a First Nations territory in Ontario as the Chiefs in Assembly may determine to be appropriate from time to time.

**2.5 Fiscal Year.** The first Fiscal Year of the Partnership shall commence on the date of the filing and recording of the Declaration and end on March 31, 2001 and thereafter each Fiscal Year shall coincide with the First Nations Year, or a 12 month period commencing on and ending on such other dates as may from time to time be determined by the General Partner and approved by the Limited Partners by Ordinary Resolution.

**2.6 Status of General Partner.** The General Partner represents and warrants to, and covenants with, each Limited Partner that:

- (a) it is a corporation incorporated under the laws of the Province of Ontario and is and shall continue to be a valid and subsisting corporation under the laws of, and qualified to carry on business in, the Province of Ontario and

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in any other jurisdiction in which the Partnership may carry on business or may own or lease property:

- (b) it has and shall continue to have the full power to execute this Agreement and all other agreements contemplated hereby to be signed by it, to act as the general partner of the Partnership and to perform its obligations under this Agreement and such execution and the performance of such obligations have been duly authorized and do not and shall not conflict with or constitute a default under its articles, by-laws or any agreement by which it is bound;
- (c) this Agreement has been duly authorized, executed and delivered by the General Partner and constitutes a legal, valid and binding obligation of the General Partner enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other applicable laws affecting the enforcement of creditors' rights generally and general principles of equity;
- (d) it shall act with the utmost fairness and good faith towards the other Partners in the business and affairs of the Partnership;
- (e) it shall take all actions required to qualify, continue and keep in good standing the Partnership as a limited partnership and to maintain the limited liability of each limited Partner in each jurisdiction where the Partnership may carry on business or own or lease property; and
- (f) it does not and, prior to the dissolution of the Partnership, will not carry on any business other than that of acting as general partner of the Partnership in accordance with the terms hereof.

**2.7 Status of Each Limited Partner.** Each Limited Partner represents and warrants to, and covenants with, each other Partner that:

- (a) it is a First Nation;
- (b) it has full power and authority to execute this Agreement, a Subscription Agreement and an Acknowledgment and Consent, and all other agreements contemplated hereby to be signed by it and to take all actions required pursuant hereto, and has obtained all necessary approvals of its chief and council or others;
- (c) it has duly authorized, executed and delivered this Agreement, a Subscription Agreement and an Acknowledgment and Consent, and each of this Agreement, such Subscription Agreement and such Acknowledgment and Consent constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other applicable laws affecting

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the enforcement of creditors' rights generally and general principles of equity; and

- (d) it shall from time to time promptly provide to the General Partner such evidence of its status as the General Partner may reasonably request.

**2.8** **Limitations of Authority of Limited Partners.** No Limited Partner shall be entitled:

- (a) to take part in the control of the business of the Partnership;
- (b) to execute any document which binds or purports to bind the Partnership or any other Partner as such;
- (c) to purport to have the power or authority to bind the Partnership or any other Partner as such;
- (d) to have any authority to undertake any obligation or responsibility on behalf of the Partnership;
- (e) to bring any action for partition or sale or otherwise in connection with any interest in any property of the Partnership, whether real or personal, or register, or permit to be filed or registered or remain undischarged, against any property of the Partnership any claim, security interest, lien, charge or other encumbrance in respect of the interest of such Limited Partner in the Partnership; or
- (f) to compel a partition, judicial or otherwise, of any of the property of the Partnership or otherwise require any of the assets of the Partnership to be distributed to the Partners except in accordance with the terms hereof.

**2.9** **Power of Attorney.** Each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as such Limited Partner's agent and true and lawful attorney to act on its behalf with full power and authority in its name, place and stead to execute, swear to, acknowledge, deliver and record or file as and where required:

- (a) the Declaration, any amendment to this Agreement or the Declaration and any other instrument required to qualify, continue and keep in good standing the Partnership as a limited partnership, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or lease property in order to maintain the limited liability of the Limited Partners and to comply with the applicable law of such jurisdiction;
- (b) any instrument, and any amendment to the Declaration, necessary to reflect any amendment to this Agreement;

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- (c) any instrument required to record, with any governmental or regulatory authority, the dissolution and termination of the Partnership; and
- (d) any instrument required in connection with any election that may be made under fiscal legislation in any jurisdiction in which the Partnership is carrying on business or where a Limited Partner resides.

The power of attorney granted herein: is irrevocable; is a power coupled with an interest; extends to the administrators and other legal representatives and successors and permitted assigns of such Limited Partner; and may be exercised by the General Partner on behalf of each Limited Partner in executing any such instruments with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by a representation or action made or taken by the General Partner pursuant to such power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney, provided that the General Partner does not incur any liability on behalf of, or take any action which may result in any liability to, any Limited Partner.

**2.10 Unlimited Liability of General Partner.** The General Partner shall have unlimited liability for the debts, liabilities and obligations of the Partnership.

**2.11 Limited Liability of Limited Partners.** Subject to the provisions of the Act, the liability of a Limited Partner for the debts, liabilities and obligations of the Partnership at any relevant time shall be limited to such Limited Partner's Capital Contribution and a Limited Partner shall not be liable for any further claims, assessments or contributions against or to the Partnership.

**2.12 Indemnity of Limited Partners.** The General Partner shall indemnify and hold harmless each Limited Partner from any costs, damages, liabilities or expenses suffered or incurred by such Limited Partner in any case where the liability of such Limited Partner is not limited in the manner provided in Section 2.11 unless the liability of such Limited Partner is not so limited as a result of, or arising out of, any act or omission of such Limited Partner.

**2.13 [Intentionally Deleted].**

**2.14 Compliance with Applicable Law.** On request by the General Partner, each Limited Partner shall immediately execute such certificates and other instruments as are necessary to comply with any applicable law for the continuation and good standing of the Partnership.

**2.15 Admittance of New Limited Partners.** Promptly following a determination by the Chiefs in Assembly:

- (a) recognizing any new First Nation;
- (b) regarding the time (if any) for such new First Nation to become a Limited Partner in the Partnership;

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- (c) regarding appropriate adjustments to or replacement of the then-current Formula consistent with the provisions of this Agreement and the Revenue Agreement to include such new First Nation (if any); and
- (d) regarding any other appropriate amendments to this Agreement.

then, subject to Section 2.16, the parties hereto will amend this Agreement to allow such new First Nation to become a Limited Partner of the Partnership holding one Limited Partner Unit, all in accordance with such determinations by the Chiefs in Assembly.

## **2.16 Near Bands.**

**2.16.1 Near Bands and Limited Partner Status.** In order for (a) a Near Band listed in Schedule 1.1.F at the date hereof (an "Existing Near Band") or (b) a Near Band which has, subsequent to the date of this Agreement, been recognized and added to Schedule 1.1.F pursuant to Sections 1.9 and 2.15 (a "New Near Band"), to continue to be regarded as a Near Band and a First Nation for purposes of this Agreement, to be a Limited Partner and to have the entitlements and obligations of a Limited Partner hereunder (collectively, "Limited Partner Status"), it must not incur a Loss of Status Event as provided in Section 2.16.3.

**2.16.2 Pursuit of Band Status.** If a Near Band's application to the Department of Indian Affairs and Northern Development of the Government of Canada (or any successor thereto) ("DIAND") to become a Status Band is not approved (a) in the case an Existing Near Band, by the third anniversary of the date of the Revenue Agreement, or (b) in the case of a New Near Band, by the third anniversary of the date on which such New Near Band became a Limited Partner, then the relevant Near Band must establish to the reasonable satisfaction of the Province that its application is under active consideration by DIAND and that the Near Band has taken all reasonable steps to advance its application to become a Status Band.

**2.16.3 Loss of Near Band Status.** In the event that: (a) the application of a Near Band to become a Status Band is (i) refused within the applicable three year period referred to in Section 2.16.2, or (ii) neither approved nor refused within such applicable three year period; and (b) the Near Band cannot establish to the reasonable satisfaction of the Province that (i) the application is under active consideration by DIAND, and (ii) the Near Band has taken all reasonable steps to advance its application to become a Status Band following such refusal or expiry of such three year period, as the case may be; then the Province shall be entitled to provide a written notice to the Partnership that such Near Band has failed to comply with this Section 2.16.3 (a "Loss of Status Event").

**2.16.4 Loss of Limited Partner Status.** Upon receipt by the Partnership from the Province of a notice of the occurrence of a Loss of Status Event in respect of a Near Band, such Near Band shall immediately cease to be a Near Band, a First Nation and a Limited Partner for purposes of this Agreement. Any Near Band which loses such Limited Partner Status pursuant to this Section 2.16.4 may not reacquire such Limited Partner Status unless and until it subsequently becomes a Status Band and is recognized pursuant to Section 2.15.

## **ARTICLE 3 UNITS**

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**3.1 Authorized Units.** The partnership is authorized to issue 133 Limited Partner Units and one General Partner Unit.

**3.2 Nature of Units.**

(1) Subject to (i) performance of its obligations under this Agreement, (ii) subsection (2), and (iii) in the case of a Limited Partner that is a Near Band, Section 6.6, a Limited Partner shall have the following rights in respect of the Unit held by it:

- (a) one vote at meetings of the Partners;
- (b) its Formula Share of distributions as herein provided; and
- (c) corresponding allocations of Net Income, as herein provided.

(2) Upon (i) any dissolution of a First Nation, (ii) any other termination of the existence of a First Nation, (iii) any termination (by resolution of the Chiefs in Assembly) of the recognition of a First Nation, or (iv) any Near Band ceasing to be a Limited Partner pursuant to Section 2.16 (each a "Terminating Event" and any such First Nation a "Terminated Limited Partner"):

- (a) the Terminated Limited Partner's Unit shall be, and be deemed to be, immediately cancelled (without any compensation therefor), the Formula shall be and be deemed to be adjusted to eliminate such Terminated Limited Partner from its terms and such Terminated Limited Partner's Formula Share shall thenceforth be reallocated among the remaining Limited Partners in accordance with, *mutatis mutandis*, their Formula Shares; and
- (b) the Terminated Limited Partner shall have no rights or obligations hereunder in respect of any time following the Terminating Event.

(3) The General Partner shall have the following rights in respect of the General Partner Unit held by it:

- (a) distributions of Transferred GP Amounts as herein provided; and
- (b) corresponding allocations of Net Income, as herein provided.

**3.3 Issuance of Units.**

- (a) Each Limited Partner will subscribe for and shall be entitled to receive one Limited Partner Unit pursuant to a Subscription Agreement to be executed by that Limited Partner.
- (b) The General Partner will subscribe for and shall be entitled to receive one General Partner Unit pursuant to a Subscription Agreement to be executed

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by the General Partner. For greater certainty, the General Partner may not subscribe for or hold any Limited Partner Units.

**3.4 Priorities and Rights of Units.** Except as expressly provided in this Agreement, no Limited Partner shall have any preference, priority or right in any circumstance over any other Limited Partner in respect of the Unit held by it.

**3.5 Allocations and Distributions Based on Formula Share of Limited Partners.** Where, pursuant to any provision of this Agreement any amount is to be allocated or distributed or paid at any time to the Limited Partners, such amount shall be allocated, distributed or paid among the Limited Partners at such time in accordance with the then-current respective Formula Shares of the Limited Partners as provided herein, and, for greater certainty, not based upon an equal amount per Unit.

**3.6 Unit Certificate.** Upon the acceptance by the General Partner of the subscription for a Unit in accordance with a Subscription Agreement, the General Partner shall cause the Limited Partner to be entered on the Register as a Limited Partner and shall, if requested by the Limited Partner, deliver to such Limited Partner a Unit Certificate specifying the Unit held by such Limited Partner. Every Unit Certificate shall be signed manually by at least one officer or director of the General Partner. A Unit Certificate may be delivered to a Limited Partner entitled thereto by being mailed by prepaid post addressed to the address of such Limited Partner at the address shown in the Register, and neither the Partnership nor the General Partner shall be liable for any loss occasioned to any Limited Partner by reason that the Unit Certificate so posted is lost or stolen from the mails or is not delivered.

**3.7 Limited Partner Register.** The General Partner shall maintain a register (the "Register") to record the names and addresses of the Limited Partners, the Unit held by each Limited Partner and particulars of registration of Units.

**3.8 No Transfer or Encumbering of Limited Partner Units.** No Limited Partner may sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose of or subject to any charge, lien, security interest or other encumbrance all or any part of or interest in its Unit; provided that the foregoing shall not restrict any Limited Partner from encumbering its entitlement to distributions of its Formula Share of Net Cash for an Approved Purpose referred to in paragraph (e) of that definition, to the extent permitted by applicable law.

**3.9 Lost Unit Certificates.** Where a Limited Partner claims that a Unit Certificate representing the Unit recorded in the name of such Limited Partner has been defaced, lost, apparently destroyed or wrongly taken, the General Partner shall cause a new Unit Certificate to be issued in substitution therefor if, in the case of a defaced Unit Certificate, such certificate is first surrendered to the General Partner and otherwise if such Limited Partner (a) files with the General Partner a form of proof of loss and an indemnity bond in a form and in an amount satisfactory to indemnify and hold harmless the General Partner from any costs, damages, liabilities or expenses suffered or incurred as a result of or arising out of issuing such new Unit Certificate and (b) satisfies such other requirements as may reasonably be imposed by the General Partner.



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**3.10 Inspection of Register.** Any Partner, or an agent of a Partner, duly authorized in writing, shall have the right to inspect and take extracts from the Register during normal business hours and, upon payment of a reasonable fee to the General Partner, to obtain a copy of the Register not more than five days after the date of the filing of such Partner's written request therefor with the General Partner at its principal office.

**3.11 Dealings with Registered Holder.** The Partnership and the General Partner are entitled to treat the Person in whose name any Unit Certificate is registered as the absolute owner thereof. The receipt by the Person in whose name any Unit is recorded on the Register shall be a sufficient discharge for all monies, securities and other property payable, issuable or deliverable in respect of such Unit and from all liability therefor.

#### ARTICLE 4 CAPITAL CONTRIBUTIONS AND ACCOUNTS

**4.1 Contribution of Capital by the Limited Partners.** The Limited Partners shall contribute their Capital Contribution in the amount of \$1.00 per Unit upon execution of a Subscription Agreement and this Agreement, to be credited to the Limited Partners' respective Capital Accounts.

**4.2 Contribution of Capital by the General Partner.** The General Partner shall contribute its Capital Contribution in the amount of \$1.00 upon execution of this Agreement, to be credited to the General Partner's Capital Account.

**4.3 Capital Accounts.** The General Partner will establish a separate Capital Account on the books of the Partnership for each of the Partners and will, on receipt of an amount in respect of a Capital Contribution, credit the account of a Partner with such Capital Contribution. The General Partner will also credit to the Capital Accounts all Net Income and all other amounts to which the Partners are entitled and will charge to such Capital Accounts all negative Net Income (ie. a net loss) and all distributions to the Partners.

**4.4 Allocation of Limited Partners' Share of Net Income.** The Net Income and other amounts to which the Limited Partners are to be credited and the negative Net Income (i.e. net loss) and distributions to be charged to the Limited Partners will be allocated among such Limited Partners in a manner corresponding to the then-current Formula.

**4.5 No Right to Withdraw Amounts.** No Partner will have any right to withdraw any amount or receive any distribution from the Partnership except as expressly provided for in this Agreement and no distribution to any Partner shall be deemed a return or withdrawal of Capital but, if any court of competent jurisdiction at any time determines that, notwithstanding the provisions of this Agreement, a Limited Partner is obligated to pay any amount distributed to such Limited Partner to or for the account of the Partnership or to any creditor of the Partnership, then such obligation shall be the obligation of such Limited Partner and not of the General Partner.

**4.6 No Interest Payable on Accounts.** No Partner will have the right to receive interest on any credit balance in the Capital Accounts except as expressly provided in this

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Agreement. No Partner shall be liable to pay interest to the Partnership on any Capital returned to such Partner or on any negative balance of Capital or any negative balance in the capital accounts.

**4.7 Negative Balance of Capital or in the Capital Accounts.** The interest of a Partner in the Partnership will not terminate by reason of there being a negative or zero balance of Capital or a negative balance in such Partner's capital account.

#### **ARTICLE 5 FORMULA FOR INITIAL AND SUBSEQUENT PERIODS**

**5.1 Formula for Initial Period.** The Formula shall be the formula for sharing and distribution of distributable amounts among Limited Partners for the Initial Period in accordance with the terms hereof.

**5.2 Determination of Subsequent Periods, Formula.** The term of each Subsequent Period shall be such period of time, and the Formula for each such Subsequent Period shall be such formula and arrangements consistent with Section 2.8.5 of the Revenue Agreement, as the Chiefs in Assembly may determine from time to time for such Subsequent Period.

**5.3 Saving Provision regarding Unsigned First Nations.** Notwithstanding any other provision of this Agreement, but subject to the terms of this Section 5.3 of this Agreement and to Section 2.15 of the Revenue Agreement, the parties hereto acknowledge and agree as follows:

- (a) all Net Cash and the Future Generations Fund are intended to be shared in accordance with the Formula among all First Nations, and not just those First Nations which have executed this Agreement and become Limited Partners at the time distributions in respect of such amounts are made;
- (b) as at the date hereof, certain First Nations have not yet completed the necessary steps to enter into this Agreement and become a Limited Partner (the "Unsigned First Nations");
- (c) it is desirable to proceed with the implementation of the terms of this Agreement with respect to the parties hereto, while preserving the prospective Formula Shares of the Unsigned First Nations pending their execution of this Agreement and becoming Limited Partners;
- (d) accordingly, for purposes of calculating the Formula Share of any Limited Partner and allocating the Net Income among the Limited Partners, each Unsigned First Nation will be regarded as being a Limited Partner;
- (e) pending each Unsigned First Nation entering into this Agreement and becoming a Limited Partner, the General Partner will:
  - (i) hold in a separate account that part of any distributable amount representing what would be the Formula Share of that distributable

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amount for each Unsigned First Nation if it had in fact been a Limited Partner at that time, and not commingle same with any other funds or assets of the General Partner or the Partnership, and invest same only in Permitted Interim Investments (each such amount, together with all Investment Income realized thereon (net of any applicable taxes and all other expenses incurred by the General Partner in relation thereto) referred to herein individually in respect of an Unsigned First Nation as a "Held Amount" and collectively, in respect of all Unsigned First Nations from time to time, as "Held Amounts"); and

- (ii) upon any Unsigned First Nation entering into, executing and delivering to the General Partner a Subscription Agreement, an Acknowledgment and Consent, a release in form satisfactory to the General Partner and this Agreement and becoming a Limited Partner, pay to such Limited Partner its Held Amount, if any, after deduction of any amounts which the General Partner is required to pay out of such Held Amount pursuant to Section 2.15.4.1 of the Revenue Agreement;
- (f) upon any Unsigned First Nation entering into this Agreement and becoming a Limited Partner (and delivering to the General Partner the other instruments referred to in paragraph 5.3(e)(ii)), the General Partner shall be entitled, in accordance with Section 2.15.4.2 of the Revenue Agreement, to deduct from any payment that such Limited Partner would otherwise be entitled to receive as a Limited Partner hereunder, the amounts which the General Partner is required to pay pursuant to Section 2.15.4.2 of the Revenue Agreement;
- (g) if any Unsigned First Nation does not enter into this Agreement and become a Limited Partner by the earliest of: (i) any date on or after the fifth anniversary of the date of this Agreement on which the Province and the General Partner execute a mutual consent to the distribution of such Held Amount among the then-current Limited Partners or any alternate use of such Held Amount, (ii) the date on which such Unsigned First Nation ceases to be a First Nation, and (iii) the Business Day before the termination of this Agreement, then subsection 5.3(e) will no longer apply to the Held Amount and such Held Amount shall be distributed among the then-current Limited Partners in accordance with the then-current Formula or, if applicable, be otherwise used in accordance with the mutual consent referred to in clause 5.3(g)(i) above, but without prejudice to the rights of the Protected Parties referred to in Section 2.15 of the Revenue Agreement;
- (h) the General Partner will hold the Held Amounts on behalf of such current and future Limited Partners in accordance with this Section 5.3; and

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- (i) nothing in this Section 5.3 shall, or shall be interpreted to create any duties or obligations (fiduciary, contractual or otherwise) to, or any entitlements or interests of, any Unsigned First Nation or any other Person not a party hereto.

## **ARTICLE 6 DISTRIBUTIONS AND ALLOCATIONS**

**6.1 Monthly Distributions of Net Cash.** Subject to (i) performance of a Limited Partner's obligations under this Agreement, (ii) subsection 3.2(2), and (iii) in the case of a Limited Partner that is a Near Band, Section 6.6, within 10 Business Days of the Partnership receiving a Transferred Amount, the General Partner shall distribute to each Limited Partner its Formula Share of Net Cash.

**6.2 Distribution of Future Generations Fund.** Subject to (i) performance of a Limited Partner's obligations under this Agreement, (ii) subsection 3.2(2), and (iii) in the case of a Limited Partner that is a Near Band, Section 6.6:

- (1) within 20 Business Days after the later of (a) the end of the Initial Period; and (b) the Metis Litigation Agreement ceasing to apply to the Future Generations Fund (the "FGF First Distribution Date"), the General Partner shall distribute to each Limited Partner an amount equal to that Limited Partner's Formula Share of Future Generations Fund; and
- (2) following the FGF First Distribution Date, the General Partner shall distribute to each Limited Partner an amount equal to that Limited Partner's Formula Share of Future Generations Fund at the same times as provided in Section 6.1 for distributions of Net Cash.

**6.3 Distribution of Transferred GP Amounts.** The General Partner shall be entitled to pay to itself each Transferred GP Amount following the Partnership receiving same.

**6.4 Allocation of Net Income.** Net Income in respect of any Fiscal Year will be allocated as at the end of such Fiscal Year as follows:

- (a) 99.99% thereof shall be allocated to each Limited Partner in accordance with the Formula Share of that Limited Partner for such Fiscal Year; and
- (b) 0.01% thereof shall be allocated to the General Partner.

**6.5 Repayment of Excess Distribution.**

- (1) If, as determined by the General Partner, any Limited Partner has received a distribution which exceeds the entitlement of such Limited Partner, such Limited Partner shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such Limited Partner, together with interest thereon at a rate per

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annum equal to Prime Rate plus 1%, provided that the General Partner shall nevertheless have the right to commence an action or take such other proceedings against the Limited Partner who has failed to repay such amount.

- (2) Without limiting the generality of subsection (1), if the Chiefs of Ontario determines that a Population Adjustment is required, the General Partner shall:
- (a) determine from the Chiefs of Ontario the particulars of the Population Adjustment including the periods and distributions to which it relates;
  - (b) calculate (i) the amounts which shall be recouped from any Limited Partners (including interest thereon), and (ii) the amounts which shall be paid to other Limited Partners, based on such Population Adjustment; and
  - (c) collect such amounts from the relevant Limited Partners in accordance with subsection (1) and pay them to the relevant other Limited Partners accordingly.

**6.6 Distributions in Respect of Near Bands.** Notwithstanding any other provision of this Agreement:

- (a) each Limited Partner that is a Near Band shall, concurrently with entering into this Agreement as a Limited Partner, designate a Limited Partner that is a Status Band (hereinafter referred to as such Near Band's "Sister First Nation") as its nominee to receive and pay over to such Near Band such Near Band's Formula Share of Net Cash and Formula Share of Future Generations Fund;
- (b) such Near Band and its Sister First Nation shall so notify the General Partner by a written notice and undertaking in substantially the form of Schedule 6.6(b);
- (c) any distribution to which a Near Band may be entitled under this Agreement shall be made to its Sister First Nation in trust for such Near Band;
- (d) each Sister First Nation shall promptly distribute to the Near Band to which it is responsible all funds received by it pursuant to the foregoing paragraph (c);
- (e) all reporting, accountability and other requirements provided for in this Agreement in respect of the Near Band, including the annual requirement to provide a list of members of the Near Band to the Partnership, shall be performed by the Near Band through the offices of its Sister First Nation; and
- (f) notwithstanding the foregoing paragraphs (c), (d) and (e), the Sister First Nation shall not be, and shall be deemed not to be, responsible, liable, in

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non-compliance with this Agreement, or subject to any remedies, sanctions or other actions against it under any of the Revenue Arrangements applicable to it, for any non-compliance of its Near Band with the provisions of this Agreement or under any Revenue Arrangements applicable to such Near Band.

**6.7 Acknowledgment and Consent of the Limited Partners.** Each Limited Partner agrees that it shall be a condition precedent for a distribution of funds to a Limited Partner that such Limited Partner executes and delivers to the General Partner and the Province an Acknowledgment and Consent.

#### **ARTICLE 7 APPROVED PURPOSES**

**7.1 Use of Funds for Approved Purposes.**

- (1) The Partnership shall use all Transferred LP Amounts, Future Generations Contributions and Investment Income in respect thereof only for Approved Purposes applicable to the Partnership.
- (2) Limited Partners shall use (a) all amounts received pursuant to Article 6, and (b) all Investment Income from Approved Investments or Permitted Interim Investments by or on behalf of them only for Approved Purposes applicable to the Limited Partners.
- (3) Without limiting the generality of subsection (2), Limited Partners shall use Future Generations Fund distributed to them only for Approved Purposes that are for the benefit of future generations of First Nations.

#### **ARTICLE 8 FUTURE GENERATIONS FUND HELD BY THE PARTNERSHIP**

**8.1 Future Generation Moneys Held by Limited Partnership.** For the period ending on the later of (i) the Initial Period and (ii) the expiry of the term of the Metis Litigation Agreement, all Future Generations Amounts and Future Generations Contributions received by the Partnership shall be held in, respectively, separate accounts of the Partnership; and shall not be commingled with any other funds or assets of the Partnership.

**8.2 Future Generations Amounts Subject to Metis Litigation Agreement.** For the period ending on the expiry of the term of the Metis Litigation Agreement, all Future Generations Amounts (but not any Future Generations Contribution nor any Investment Income in respect of Future Generations Amounts or Future Generations Contributions) received by the Partnership shall be subject to the terms of the Metis Litigation Agreement.

**8.3 Investment of Future Generations Moneys.** For the period ending on the later of (i) the Initial Period and (ii) the expiry of the term of the Metis Litigation Agreement, all Future Generations Amounts shall be invested only in Permitted Interim Investments. Future Generations Contributions shall be invested only in Approved Investments.

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**8.4 Initial Period Investment Income on Future Generations Amounts.** Investment Income realized on Future Generation Amounts in respect of the Initial Period (including interest or other compensation paid or payable by the Province or OLG in respect thereof) (but not Investment Income on Future Generations Contributions) not exceeding the Shortfall Amount shall be distributed to Limited Partners that are Large First Nations in accordance with this Agreement. For greater certainty, such Income (FG) Amounts shall not be subject to the terms of the Metis Litigation Agreement and shall not be required to be used to provide benefits to future generations of First Nations.

**ARTICLE 9  
WIN CONTRIBUTION LITIGATION RECOVERIES**

**9.1 Sharing of Net Recoveries.** The Limited Partners acknowledge and agree that any net recovery in respect of the Win Contribution Litigation (a "Net Recovery") in respect of any period of time shall, subject to (without duplication) Sections 11.4 and 11.6 of the Revenue Agreement, the Metis Litigation Agreement, the final, non-appealable judgment of the court in the MFN Claim, the final, non-appealable judgment of the court in the Win Contribution Litigation, and any resulting agreements or arrangements following a Net Recovery, to the extent possible, be directed to be paid to the Partnership for sharing among the Limited Partners and to Mnjikaning Partnership for distribution to Mnjikaning, in accordance with such arrangements as may be determined by agreement among the relevant First Nations or Affiliates thereof.

**9.2 Replenishment of Future Generations Fund.** Subject to (without duplication) Sections 11.4 and 11.6 of the Revenue Agreement, the Metis Litigation Agreement, the final, non-appealable judgment of the court in the MFN Claim, the final, non-appealable judgment of the court in the Win Contribution Litigation, and any resulting agreements or arrangements following a Net Recovery:

- (a) the Limited Partners shall use their best efforts to cause a portion of any Net Recovery equal to that amount of the total Income (FG) Amount earned on Future Generations Amounts which is paid or payable to Limited Partners that are Large First Nations in accordance with this Agreement to be contributed to the Future Generations Fund (the "Future Generations Contribution");
- (b) to the extent that any Net Recovery is or is to be shared among (or otherwise used to the benefit of) individual Limited Partners, the Future Generations Contribution shall be sourced from and paid by such Limited Partners as nearly as practical pursuant to the same formulas, *mutatis mutandis*, as are used to determine their respective participations in such Net Recovery; and
- (c) if all Net Recoveries are not sufficient to fund the Future Generations Contribution, the Limited Partners shall make reasonable efforts to cause amounts to be contributed to the Future Generations Fund equal in aggregate to any unfunded amount of the Future Generations Contribution.

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For greater certainty, Limited Partners may, but shall not be required to, contribute any such amounts from their own financial resources.

**ARTICLE 10  
GENERAL PARTNER/MANAGEMENT OF THE PARTNERSHIP**

**10.1 Authority of the General Partner.** Except as otherwise provided herein, the General Partner is authorized to carry on the Business, with full power and authority to administer, manage, control and operate the Business, and has all power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying out the Business for and on behalf of and in the name of the Partnership. No Person dealing with the Partnership will be required to inquire into the authority of the General Partner to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for and on behalf of or in the name of the Partnership.

**10.2 Powers of General Partner.** Except as otherwise provided herein, and without limiting the generality of Section 10.1, the General Partner shall have the full power and authority, on behalf and in the name of the Partnership:

- (a) to enter into and to perform any agreement in connection with the Business, including the Revenue Arrangements;
- (b) to lease the Administrative Office premises;
- (c) to employ all Persons necessary for the conduct of the Business;
- (d) to prepare annual business plans and budgets for the Partnership, and quarterly updates thereof;
- (e) to retain such legal counsel, experts, advisors or consultants as the General Partner shall consider appropriate and to rely upon the advice of such Persons;
- (f) to open and operate in the name of the Partnership any bank account and name the signing officers therefor;
- (g) to invest funds received by the Partnership in Permitted Interim Investments and Approved Investments;
- (h) to pay the Expenses of the Partnership;
- (i) to commence or defend any action or proceeding in connection with the Partnership;
- (j) to file returns and reports required by any governmental or like authority;
- (k) to maintain the Register; and



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- (1) to do anything that is in furtherance of or incidental to the Business or that is provided for in this Agreement.

The General Partner will use its best efforts, in the conduct of the affairs of the Partnership, to put all suppliers and other Persons with whom the Partnership does business on notice that the Limited Partners are not liable for the obligations of the Partnership, and to include in all contracts entered into by the Partnership a notice or other provision to the effect that the Partnership is a limited partnership (which may be satisfied by contracting in the name of the Partnership as a limited partnership).

**10.3 Exercise of Powers and Discharge of Duties.** The General Partner will exercise its power and discharge its duties under this Agreement honestly, in good faith and in the best interests of the Partnership and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, but subject to the foregoing shall not be liable to any Limited Partner for any act, omission or error in judgment made in good faith.

**10.4 No Commingling of Partnership Assets.** The funds and assets of the Partnership shall not be commingled with the funds or assets of any other Person (including those of the General Partner).

**10.5 Conduct of Business – Limited Liability.** The General Partner will, at all times, conduct the business and affairs of the Partnership in such a manner that, so far as possible, the liability of a Limited Partner will be limited to the Capital Contribution from time to time in respect of the Units held by the Limited Partner.

**10.6 No Fees of the General Partner.** The General Partner shall not be entitled to any fees as general partner of the Partnership.

**10.7 No Transfer or Encumbering of General Partner Unit.** The General Partner may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose of or subject to any charge, lien, security interest or other encumbrance all or any part of its General Partner Unit.

## **ARTICLE 11 REPORTING TO THE PROVINCE**

**11.1 Limited Partners Reports and Information.** Each Limited Partner which has for a Fiscal Year received a distribution pursuant to Article 6 hereof shall:

- (a) within 120 days following the end of each Fiscal Year, deliver to the General Partner audited financial statements for the distributions and expenses during the Fiscal Year, which shall show the expenses by categories set forth in paragraph (e) of the definition of Approved Purposes, and the amount of such expenses that, in the reasonable opinion of the Limited Partner, are for the benefit of future generations, and shall be substantially in the form of Schedule 11.1; and

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- (b) within the periods provided for in the Revenue Agreement, comply with any requests for reports, documents or other information requested by the General Partner or by the Joint Appointee pursuant to the Revenue Agreement.

**11.2 Partnership Reports and Information.** The parties hereto acknowledge that the Partnership will enter into the Revenue Agreement and that, pursuant thereto, the Partnership will be obliged to deliver to the Province and to the Joint Appointee in respect of each Fiscal Year within the periods specified therein, the following reports and information:

- (a) based on a review of the financial statements, reports, documents and other information referred to in Section 11.1 above, a report and, if applicable, one or more supplemental reports, substantially in the form of Schedule 11.2(a);
- (b) an audited statement of the Partnership, including a schedule setting forth the specific amount of funds distributed to each Limited Partner during such Fiscal Year, and the dates of such distributions, and also including a schedule setting forth (i) the Held Amount attributable to each First Nation that was an Unsigned First Nation at the end of such Fiscal Year; and (ii) the total of the Held Amounts at the end of such Fiscal Year;
- (c) an audited statement for the Future Generations Fund held by the Partnership during such Fiscal Year; and
- (d) such other information as the Partnership may be required to provide pursuant to the Revenue Agreement.

**11.3 Limited Partner Default in Reporting or Other Obligations.** Each Limited Partner acknowledges and agrees that:

- (a) in the event of any breach of or non-compliance with its obligations under this Agreement or its Acknowledgement and Consent (including any breach of or non-compliance with Section 9.8 of the Revenue Agreement, if applicable, in respect of such Limited Partner) (a "Default") by such Limited Partner (a "Defaulting Partner"), the Partnership shall be entitled (without limitation to the rights and remedies of the parties hereto):
  - (i) to give a notice (the "Default Notice") to such Defaulting Partner setting out a summary description of the Default; and
  - (ii) in the event that the Defaulting Partner shall not have cured such Default within 60 days of the Default Notice being given (or such shorter period as may be available under the Revenue Agreement, as stated in the Default Notice) to withhold such Limited Partner's Formula Share of further distributions until the Defaulting Partner has cured the Default or such other time as may be required or permitted and granted pursuant to the

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Revenue Agreement (such remedy being referred to herein as a "Default-Induced Suspension of Distributions"); and

- (b) the Partnership may be obliged under the Revenue Agreement to exercise its rights and remedies in respect of a Default, including imposing a Default-Induced Suspension of Distributions, with or without the prior delivery of a Default Notice.

**11.4 Joint Appointee Investigation.** Each Limited Partner acknowledges and agrees that:

- (a) the Joint Appointee appointed under the Revenue Agreement shall be permitted (i) to make reasonable enquiries of, and to request for inspection any relevant document from, the Partnership, (ii) to request the Partnership to request a relevant document or information from a Limited Partner that has received funds from the Partnership for the preceding Fiscal Year, and (iii) if necessary to request such documents or information directly from a Limited Partner;
- (b) if the Joint Appointee makes such a request of the Partnership pursuant to the Revenue Agreement, the Partnership shall be required to exercise its rights under this Agreement to make such request of the Limited Partner, and the Partnership shall be so entitled and the Limited Partner shall comply with such request promptly and within the time period specified therefor in the Revenue Agreement;
- (c) refusal on the part of the Partnership or a Limited Partner that has received funds from the Partnership for the preceding Fiscal Year to provide the documents referred to in this section, or to respond to the reasonable inquiries made by the Joint Appointee under the Revenue Agreement, in a timely way will constitute a violation of the Revenue Agreement for which a remedy may be sought by the Province under Article 9 of the Revenue Agreement; and
- (d) the Joint Appointee shall be entitled to report to the Province on its findings pursuant to Section 4.6 of the Revenue Agreement.

**11.5 Reports and Information Available to Members of Limited Partners.** Each Limited Partner shall permit any persons who are members of that First Nation to examine copies of the financial statements, reports and other documents and information provided by such Limited Partner to the Partnership or the Joint Appointee pursuant to this Agreement, at such reasonable times and as often as may reasonably be requested by any such persons, and the Limited Partner shall answer any inquiries which such persons may make, fully and fairly and to the best of its ability.

## **ARTICLE 12 BOOKS AND RECORDS AND REPORTING TO PARTNERS**

**12.1 Books and Records; Limited Partner Inspection Rights; Subject to Confidentiality Obligations.**

- (1) The General Partner will keep and maintain full, complete and accurate books of account and records of the business of the Partnership. The Partnership books shall be kept at the principal office from time to time of the General Partner.
- (2) During the existence of the Partnership and for a period of seven years thereafter, such books of account and records shall be made available for inspection by any Limited Partner or its duly authorized representatives during normal business hours at the principal office of the General Partner. Any Limited Partner or its duly authorized representatives may from time to time make reasonable requests for information regarding the Business and the Partnership, and the General Partner will answer any such requests fully, fairly and promptly, to the best of its ability. The representatives designated by a Limited Partner pursuant to this Section 12.1 may include accountants, lawyers, management consultants or others appointed by the Limited Partner to examine all or any aspect of the operations of the Partnership. All information obtained and opinions developed in the course of such examinations, inspections or inquiries shall be retained in strict confidence and not used or disclosed by such Limited Partner except in the interest of the Partnership or in the Limited Partner's enforcement of its rights hereunder.
- (3) Subsection (2) shall be subject to the obligations of the Partnership, the General Partner and its Board of Directors from time to time pursuant to any confidentiality agreements with the Province, including the Revenue Agreement.

**12.2 Appointment of Auditors.** The General Partner will, on behalf of the Partnership, retain the Auditors to review and report to the Partners upon the financial statements of the Partnership for, and as at the end of, each Fiscal Year.

**12.3 Annual Report.** Within 120 days after the end of each Fiscal Year (and not later than the date of the annual All Ontario Chiefs' Conference next following the end of such Fiscal Year), the General Partner will forward to each Person who was a Partner at the end of such Fiscal Year an annual report in respect of such Fiscal Year containing:

- (i) financial statements of the Partnership as at the end of, and for, such Fiscal Year (prepared in accordance with the provisions of this Agreement and with Canadian generally accepted accounting principles), with comparative financial statements as at the end of, and for, the immediately preceding Fiscal Year containing: (A) a balance sheet; (B) a statement of income; (C) a statement of changes in financial position; and (D) a statement of Partner's equity;
- (ii) a report of the Auditor on such financial statements;
- (iii) a report on allocations and distributions to Partners; and

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(iv) such other information as in the opinion of the General Partner is material to the Business of the Partnership.

**12.4 Quarterly Reports.** Within 60 days after the end of each quarter of each Fiscal Year (except the last quarter), the General Partner will forward to each Partner a report containing unaudited financial statements of the Partnership, a report on allocations and distributions to the Partners, and such other information as in the opinion of the General Partner is material to the Business of the Partnership.

**12.5 Accounting Policies.** The General Partner, provided that it acts reasonably in doing so, is authorized to establish, from time to time, accounting policies with respect to the financial statements of the Partnership and to change, from time to time, any policy that has been so established so long as such policies are consistent with the provisions of this Agreement and with Canadian generally accepted accounting principles.

### ARTICLE 13 PARTNERSHIP MEETINGS

**13.1 Meetings of Partners.** The General Partner will, commencing in 2001, call an annual general meeting of Partners in each year, which will, if practicable, coincide with the annual All Ontario Chiefs Conference in such year, for the purpose of reviewing the Business of the Partnership, receiving the annual report and related financial statements and information contemplated by Section 12.3 hereof and transacting such other business as may be properly contained in the notice calling the meeting. The General Partner may at any time and shall, upon receipt of a written request from Limited Partners holding, in the aggregate, not less than 20% of all Limited Partner Units, call an extraordinary meeting of Partners. If the General Partner fails to call a meeting of the Partners within 30 days after receipt of such request from such Limited Partners, the General Partner or any Limited Partner, as the case may be, may call such meeting in accordance with the terms hereof. All meetings of Partners shall be held in the Province of Ontario, but no Limited Partner shall have any right, by virtue of any meeting, to take part in the control of the business of the Partnership.

**13.2 Notice.** At least 10 days' notice of any meeting of Partners (but not more than 50 days' notice) shall be given to Partners stating the time and place of the meeting, together with an agenda and sufficient information (including the subject matter, but not necessarily the text, of any resolution proposed to be passed at such meeting) to enable the Limited Partners to make a reasoned judgment on all matters which are to be the subject of a vote at such meeting. At least 10 days' notice of any such meeting of Partners (but not more than 50 days' notice) shall be given to the Chiefs of Ontario and Mnjikaning Partnership stating the time and place of the meeting, together with an agenda and a statement of the subject matter, but not necessarily the text, of any resolution proposed to be passed at such meeting.

**13.3 Chairman.** The Chairman of the Board of Directors, or in his absence, the President, or in his absence any Vice-President, of the General Partner shall be the chairman of a meeting of Partners if present thereat, unless the Partners choose, by Ordinary Resolution, some other individual present at such meeting to be the chairman thereof. If none of the Chairman of

the Board of Directors, the President nor any Vice-President of the General Partner is present at such meeting, the Partners shall appoint a chairman for such meeting by Ordinary Resolution.

**13.4 Quorum.** Subject to Section 13.5, a quorum at a meeting of Partners shall consist of more than 50% of the Limited Partners present in person or by proxy.

**13.5 Adjourned Meetings.** If a quorum is not present at a meeting of Partners within 30 minutes after the time fixed for holding such meeting, such meeting shall be adjourned by the chairman of such meeting to a date not sooner than 10 and not later than 21 days after the date of such meeting determined by the General Partner at a time and place determined by the General Partner. At least seven days' notice of the adjourned meeting shall be given to Partners and the Auditors and Section 13.2 shall apply to such notice, *mutatis mutandis*. At the adjourned meeting the Partners present in person or represented by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may hold or represent, in the aggregate, more than 50% of the Limited Partners.

**13.6 Voting Rights of Limited Partners.** Subject to and as provided in Section 3.2, each Limited Partner shall be entitled to one vote on any poll taken at a meeting of Partners.

**13.7 No Voting Rights of General Partner.** The General Partner will not be entitled to vote at any meeting of Partners.

**13.8 Attendance of Others.** Any officer or director of the General Partner, counsel for the General Partner, any Limited Partner or the Partnership, a representative of the Auditor, the non-voting observer appointed by the Chiefs of Ontario and the non-voting observer appointed by Mnjikaning Partnership may attend and, at the invitation of the chair of the meeting, speak at any meeting of Partners.

**13.9 Voting.** Every question submitted to a meeting of Partners:

- (a) which requires an Extraordinary Resolution shall be decided by a poll; and
- (b) which does not require an Extraordinary Resolution shall be decided by an Ordinary Resolution on a show of hands unless a poll is demanded, in which case a poll shall be taken.

On any vote at a meeting of Partners, a declaration by the chairman of the meeting concerning the result of the vote shall be *prima facie* conclusive.

**13.10 Poll.** At a meeting of Partners, a poll requested or required shall be taken immediately.

**13.11 Resolutions Binding.** An Extraordinary Resolution or Ordinary Resolution passed in accordance with this Agreement shall be binding on all Partners and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, whether or not such Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Partner voted against such resolution. A written Extraordinary Resolution within the meaning of paragraph (b) of such term as defined herein and

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a written Ordinary Resolution within the meaning of paragraph (b) of such term as defined herein shall be as valid as if it had been passed at a duly convened meeting of Partners and shall be deemed to satisfy all the requirements of this Agreement relating to such meetings.

**13.12 Attendance by Proxy and Voting.** A Partner may attend any meeting of Partners either personally or be represented thereat by a permitted proxy; and votes at meetings of Partners may be cast personally or by proxy. A Limited Partner may appoint as its proxy its Chief or any Councillor or other member of such First Nation (other than a member who is a director or officer of the General Partner). The General Partner may appoint as its proxy any director or officer thereof. The instrument appointing a proxy shall be in writing under the hand of the appointee or its agent duly authorized in writing and such instrument shall cease to be valid one year after the date thereof.

**13.13 Validity of Proxies.** An instrument appointing a proxy purporting to be executed by or on behalf of a Partner shall be valid unless challenged at the time of or prior to its exercise and the Person challenging such instrument shall have the burden of proving to the satisfaction of the chairman of the meeting of Partners at which such instrument is proposed to be used that such instrument is invalid and any decision of the chairman of the meeting in respect of the validity of such instrument shall be final.

**13.14 Revocation of Proxy.** A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous insolvency or bankruptcy of the Partner giving the proxy or the revocation of the proxy unless written notice of such insolvency, bankruptcy or revocation shall have been received by the chairman of the meeting prior to the time such vote is cast.

**13.15 Form of Proxy.** An instrument of proxy, whether for a specified meeting of Partners or otherwise, shall as nearly as circumstances permit be in the following form:

The undersigned First Nation in the Province of Ontario,  
being a Partner of Ontario First Nations Limited  
Partnership hereby appoints \_\_\_\_\_  
of \_\_\_\_\_

in the Province of Ontario as its proxy with full power of  
substitution to attend and vote for it and on its behalf at the  
meeting of Partners of Ontario First Nations Limited  
Partnership, to be held on the \_\_\_\_\_  
day of \_\_\_\_\_

and any adjournment thereof. As authorized by signature  
of the Chief or Acting Chief of the undersigned First  
Nation on its behalf. this \_\_\_\_\_  
day of \_\_\_\_\_

**13.16 Solicitation of Proxies.** Except for any solicitation of proxies by a Limited Partner, no Person shall solicit proxies in respect of a meeting of Partners unless the Person making the solicitation, concurrently with or prior thereto, delivers or sends an information

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circular to each Partner whose proxy is solicited. "Solicit" or "solicitation" includes any request for a proxy whether or not to revoke a proxy, and the sending or delivery of a form of proxy or other communication to a Partner under circumstances reasonably intended or calculated to result in the procurement, withholding or revocation of a proxy but does not include the sending or delivery of a form of proxy to a Partner in response to an unsolicited request made by or on behalf of such Partner. The information circular required hereunder shall conform *mutatis mutandis*, to the form and content prescribed for information circulars by or pursuant to the *Securities Act* (Ontario) or successor legislation; for such purposes: "management" shall mean the General Partner; "corporation" shall mean the Partnership; "director" or "senior officer" shall mean a director or senior officer of the General Partner; "equity share" or "share" shall mean Units; and "shareholder" shall mean a Limited Partner.

**13.17 Conduct of Meetings.** The rules and procedures for the conduct of a meeting of Partners not prescribed herein shall be determined by the meeting.

**13.18 Minutes.** The General Partner will cause minutes of all proceedings and resolutions at each meeting of Partners, and all consent resolutions of the Partners, to be made and entered in books to be kept for that purpose and such minutes, if signed by the chairman of the meeting or by the chairman of the next succeeding meeting, shall be *prima facie* conclusive of the matters stated in them and the meeting shall be deemed *prima facie* to have been duly convened and held and all proceedings and resolutions in them shall be *prima facie* deemed to have been duly passed and taken.

**13.19 Powers Exercisable by Extraordinary Resolution.** In addition to all other powers conferred upon them by this Agreement, the Partners may by Extraordinary Resolution:

- (a) admit a new General Partner to the Partnership in anticipation of a bankruptcy, insolvency, dissolution, liquidation or winding-up of the General Partner, such admission to become effective, in the case of the General Partner, only upon the actual bankruptcy, insolvency, dissolution, liquidation or winding-up of the General Partner;
- (b) waive any default on the part of the General Partner on such terms as they may determine and release it from any claims in respect thereof;
- (c) continue the Partnership if the Partnership is terminated by operation of applicable law;
- (d) agree to any compromise or arrangement by the Partnership with any creditor or creditors, or class or classes of creditors, or with the holders of any shares or securities of the General Partner;
- (e) require the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of the General Partner or any Limited Partner;
- (f) subject to Section 16.1, amend this Agreement; and



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- (g) amend, modify, alter or repeal any Extraordinary Resolution.

**ARTICLE 14  
STANDARD OF CARE; EXCULPATION**

**14.1 Standard of Care.** None of the General Partner, a Receiver acting pursuant to Article 15 or any director or officer of either of the foregoing (each a "Managing Person") shall be liable to the Partnership or to the Limited Partners for (a) any act or omission performed or omitted by such Managing Person, or for any costs, damages or liabilities arising therefrom, except to the extent that such costs, losses, damages or expenses are attributable to a breach of this Agreement or to an act or omission by such Managing Person constituting intentional misconduct, negligence or fraudulent conduct by such Managing Person, (b) any tax liability imposed on the Partnership or any Limited Partner, or (c) any losses due to any misconduct of any Managing Person or any brokers or other agents of the Partnership (whether or not such Persons are directly employed by the Managing Person) as long as such Managing Person, if responsible for the selection of such other Person, made such selection without negligence.

**ARTICLE 15  
COMMENCEMENT, DURATION, EXTENSION AND DISSOLUTION OF  
PARTNERSHIP**

**15.1 Commencement of Term.** The Partnership was formed on the date first written above.

**15.2 Term of Partnership.** Subject to Section 15.4, the Partnership will wind up its activities on or before March 31, 2099, subject to any extension of that date, or any extended date, if approved by Extraordinary Resolution.

**15.3 Events of Dissolution.** Subject to Section 15.4, the Partnership shall be dissolved on the earliest of:

- (a) the approval of such dissolution by the General Partner and the authorization of such dissolution by Extraordinary Resolution; and
- (b) the expiration of its term (including any extensions approved in accordance with Section 15.2).

**15.4 Revenue Agreement.** The Partnership shall not be wound up or dissolved so long as the Revenue Agreement is in full force and effect, except with the written consent of the Province acting reasonably with a view solely to protecting its rights under the Revenue Agreement.

**15.5 Receiver.** On the dissolution of the Partnership, the Limited Partners shall, by Extraordinary Resolution, appoint an independent Person as the receiver of the Partnership (the "Receiver").

**15.6 Liquidation of Assets.** The Receiver shall prepare or cause to be prepared a statement of financial position of the Partnership which shall be reported upon by the Auditor

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and a copy of which shall be forwarded to each Person who was shown on the Register as a Partner at the date of dissolution. The Receiver shall wind up the affairs of the Partnership and all property of the Partnership shall be liquidated in an orderly manner. The Receiver shall manage and operate the Partnership and shall have all the powers and authority of the General Partner under this Agreement. The Receiver shall be paid its reasonable fees and disbursements incurred in carrying out its duties as such.

**15.7 Distribution of Proceeds of Liquidation.** The Receiver shall distribute the net proceeds from liquidation of the Partnership as follows:

- (a) first, to pay the expenses of liquidation and the debts and liabilities of the Partnership to its creditors or to make due provision for payment thereof;
- (b) second, to provide Accruals which the Receiver considers reasonable and necessary for any contingent or unforeseen liability or obligation of the Partnership which shall be paid to an escrow agent to be held for payment of liabilities or obligations of the Partnership; and
- (c) third, to the Partners in accordance with the provisions hereof relating to distributions of Net Cash.

**15.8 Negative Balance in Capital Account of General Partner.** Neither the Partnership nor any Limited Partner shall have a claim against the General Partner with respect to any negative (i.e. debit) balance in its Capital Account except to the extent the assets of the Partnership are insufficient to pay debts, liabilities and obligations of the Partnership pursuant to the provisions of paragraph 15.7(a).

**15.9 Return of Capital.** Except as provided in this Agreement, no Partner shall have the right to demand or receive a return of Capital in form other than cash, but nothing herein shall prohibit a return of Capital in a form other than cash.

**15.10 Termination of Partnership.** The Partnership shall terminate when all of its assets have been sold and the net proceeds therefrom, after payment of or due provision for the payment of all debts, liabilities and obligations of the Partnership to creditors, have been distributed as provided in this Article 15.

## ARTICLE 16 AMENDMENTS

**16.1 Amendment with Approval of Limited Partners and General Partner.** Except as provided in Section 3.2.1 and Section 3.2.3 of the Revenue Agreement, this Agreement may be amended in writing by the General Partner if such amendment is authorized by Extraordinary Resolution and, in the case of any amendment that in any way adversely affects the rights of the General Partner, such amendment is approved by the General Partner; provided that such amendment, whether initiated by the General Partner or a Limited Partner, may not in any manner allow the Limited Partners to take part in the control of the business of the Partnership.

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**16.2 Change of Partners.** Except as provided in Section 3.2.1 and Section 3.2.3 of the Revenue Agreement but otherwise notwithstanding Section 16.1 hereof, this Agreement may be amended in writing by the General Partner, without notice to or consent of the Limited Partners, to reflect the admission, resignation or withdrawal of any Limited Partner, provided that any such admission, resignation or withdrawal is permitted by and effected in compliance with this Agreement and a copy of this Agreement as amended is immediately provided to each of the Limited Partners.

**16.3 Amendment by General Partner.** Except as provided in Section 3.2.1 and Section 3.2.3 of the Revenue Agreement but otherwise notwithstanding Section 16.1 hereof, the General Partner may, without prior notice to or consent of any Limited Partner, amend this Agreement in writing: to cure any ambiguity or to correct or supplement any provision contained herein which, in the opinion of counsel for the Partnership, may be defective or inconsistent with any other provision hereof if, in the opinion of such counsel, such amendment does not and shall not in any way adversely affect the rights of any Limited Partner; provided that all Partners shall be notified of full details of any amendment to this Agreement under this Section 16.3, including a copy of this Agreement as so amended, within 30 days after the effective date of such amendment.

#### **ARTICLE 17 DISPUTES**

**17.1 Notice of Concern.** In the event any dispute, claim difference or question arises among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement that requires consideration (each a "concern"), any Party may provide notice to another Party of same. The Party receiving such notice shall have a reasonable period of time to consider and, if it believes fit, address the concern, such period not to exceed 45 days. If the concern is addressed to the reasonable satisfaction of the party giving the notice (as confirmed by such party in writing), the dispute shall be deemed to be cured and may not be the basis for further remedies hereunder.

**17.2 Good Faith Discussion.** If the concern is not addressed to the reasonable satisfaction of the Party who provided notice of same, the Parties to the notice shall consult in good faith to discuss the concern and possible remedial action which could take place to address it. This step shall be completed within 60 days unless the parties otherwise agree (in writing). If the concern is addressed to the reasonable satisfaction of the party who provided the notice (as confirmed by such party in writing), the dispute shall be deemed to be cured and may not be the basis for further remedies hereunder.

**17.3 Dispute Resolution.** In the event that an acceptable resolution of the concern is not achieved pursuant to the foregoing provisions, the concern shall be referred to a single arbitrator mutually agreed upon by the relevant Parties or, failing agreement, an arbitrator appointed pursuant to the *Arbitration Act, 1991* (Ontario) (hereinafter the "Arbitrator"). The arbitration shall be conducted at a time and place and in accordance with the procedure and rules to be determined by the Arbitrator. The decision of the Arbitrator will be final and binding on the relevant Parties and no appeal will lie therefrom. The Arbitrator, as part of his or her award, shall award costs of the arbitration, in his or her discretion, having regard to the success

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achieved, the good faith of the Parties, the encouragement of good faith discussions to resolve concerns and other relevant factors.

**17.4 Remedy.** In the event that any Party does not comply with any decision of the Arbitrator, then the other Party or Parties may, in its or their discretion, take such steps as are reasonably necessary and proportionate to address the decision of the Arbitrator.

**17.5 Application of Dispute Resolution Process.** For greater certainty, where a dispute, claim, difference or question arises between any of the Parties on the one hand and either the Province or OLG on the other hand concerning the construction, meaning, effect or implementation of this Agreement for the purposes of the Revenue Agreement that requires consideration, it shall be resolved exclusively under the dispute resolution process provided for in Article 9 of the Revenue Agreement.

#### **ARTICLE 18 NOTICES**

**18.1 Notices.** Any notice, communication, payment or demand required or permitted to be given or made hereunder shall be sufficiently given or made for all purposes if delivered personally or transmitted by telecopy or fax to the party or to an officer of the party to whom the same is directed or if sent by ordinary first class mail within Canada, postage prepaid, addressed as follows: if to the General Partner, addressed to it at:

Ontario First Nations Limited Partnership  
2nd Floor  
Mississaugas of The New Credit First Nation Commercial Plaza  
P.O. Box 10  
4453 First Line Road  
R.R. # 6  
Hagersville, Ontario  
NOA 1H0

Attention: General Manager

with a copy to:

Blake, Cassels & Graydon LLP  
Box 25, Commerce Court West  
Toronto, Ontario  
M5L 1A9

Attention: Bliss A. White  
Telecopier: (416) 863-2653

and if to a Limited Partner, to the address or fax number (if any) of such Limited Partner as it appears on the Register. Any such notice that is sent by mail shall be deemed to have been received on the third Business Day after the date on which the same was deposited in a regularly

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maintained receptacle for the deposit of mail, addressed and sent as aforesaid. In the event of any disruption, strike or interruption in the Canadian postal service after mailing, and prior to receipt or deemed receipt, such notice shall be deemed to have been received on the third Business Day following full resumption of the Canadian postal service. Any such notice that is given by personal delivery shall be deemed to have been received on the day of actual delivery thereof and any notice given by telecopy or fax shall be deemed to have been received on the first Business Day after the transmittal thereof. Any Limited Partner may change its address or fax number by giving written notice of such change to the General Partner or the General Partner may change its address or fax number by giving such notice thereof to a Limited Partner. Accidental omission to give any notice or communication or to make any payment or demand required or permitted to be given or made hereunder to any Limited Partner of a Unit shall not affect the validity of such notice, demand or communication.

#### ARTICLE 19 MISCELLANEOUS

**19.1 Gaming on First Nations Territories.** Each Limited Partner agrees that, to the extent that such Limited Partner conducts gaming activity on its First Nation territories, such gaming activity will be conducted in accordance with applicable law.

**19.2 Limited Partners to Provide Population Information.** Each Limited Partner will, at least 30 days prior to the commencement of each Fiscal Year, provide to the Partnership its Population for that upcoming Fiscal Year and, from time to time, such further information and confirmation in respect thereof as the General Partner may request (collectively, "Population Information"). The Partnership and the General Partner shall be entitled, but not required, to rely on such Population Information and to communicate with the Chiefs of Ontario in respect of same.

**19.3 Register of Limited Partners.** The Limited Partners at any time are the Limited Partners shown on the Register as holding a Limited Partner Unit at such time.

**19.4 Record Date for Meeting.** For the purpose of determining which Limited Partners are entitled to notice of, or to vote at, a meeting of Partners or are entitled to receive a distribution or for any other proper purpose, as the case may be, the General Partner may fix in advance a date as the record date, but, where a record date is fixed, it is not to be more than 14 days before the date on which the particular action requiring such determination is to be taken (or, in the case of any allocation, the date as at which such allocation is to be made and, in the case of any distribution, the date on which Persons entitled to such distribution are determined) and, where no record date is fixed, the date on which such notice is given or on which such meeting is held or on which such allocation or distribution is made or on which such other action is taken, as the case may be, is the record date for such determination, and a determination of which Limited Partners are entitled to vote at a meeting made as provided in this paragraph applies to an adjournment of such meeting.

**19.5 Limited Partner not a General Partner.** If any provision of this Agreement has the effect of imposing upon any Limited Partner any of the liabilities or obligations of a general partner under the Act, such provision shall be of no force and effect.

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**19.6 Further Assurances.** Each party hereto will, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement and the matters contemplated hereby that the other parties hereto may reasonably require, for the purposes of giving effect to this Agreement and the matters contemplated hereby.

**19.7 Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other parties. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

**19.8 Severability.** Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement.

**19.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties 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 will promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

**19.10 Law of Interpretation.** This Agreement will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract. For greater certainty, nothing in this Agreement shall be, or be deemed to be, an acknowledgement, agreement or consent by any party that such party is governed by or subject to such laws or has attorned to either such jurisdiction except with respect to the determination and enforcement of such Parties' rights under this Agreement.

**19.11 Successors; No Assigns.** This Agreement will enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. No Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement.

**19.12 No Third Party Beneficiaries; Exception.**

- (1) Subject to subsection (2) but notwithstanding any other provision of this Agreement, none of the rights or obligations hereunder of any Party shall enure to the benefit of or be enforceable by or against any Person other than the Parties and their respective successors and permitted assigns.
- (2) Subsection (1) shall not apply to Section 14.1 of this Agreement; Section 14.1 is intended to enure to the benefit of Managing Persons.

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**DATED** as of the date and year first above written.

**GENERAL PARTNER:**

**ONTARIO FIRST NATIONS GENERAL  
PARTNER INC.**

**By:** \_\_\_\_\_

**LIMITED PARTNERS:**

**AAMJIWNAANG FIRST NATION  
(Chippewas of Sarnia)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**ALDERVILLE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**ALGONQUINS OF PIKWAKANAGAN**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**AROLAND FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**ATTAWAPISKAT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**BEARSKIN LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**BEAUSOLEIL FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**BEAVERHOUSE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**BIG GRASSY FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**BIG ISLAND FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council



**BKEJWANONG TERRITORY  
(WALPOLE ISLAND)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CALDWELL FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHAPLEAU CREE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHIPPEWAS OF GEORGINA  
ISLAND**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**BRUNSWICK HOUSE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CAT LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHAPLEAU OJIBWAY FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHIPPEWAS OF KETTLE & STONY  
POINT**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHIPPEWAS OF NAWASH  
(CAPE CROKER)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHIPPEWAS OF THE THAMES**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**COUCHICHING FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**DEER LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**DOKIS FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CHIPPEWAS OF SAUGEEEN**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CONSTANCE LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**CURVE LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**DELAWARE NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**EABAMETOONG FIRST NATION  
(FORT HOPE)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council unci

**EAGLE LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**FORT ALBANY FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**FORT WILLIAM FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**GINOOGAMING FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**GULL BAY FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**FLYING POST FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**FORT SEVERN FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**GARDEN RIVER FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**GRASSY NARROWS FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**HIAWATHA FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**HENVEY INLET FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**ISKUTEWIZAAGEGAN NO. 39  
INDEPENDENT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**KASHECHEWAN FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**KINGFISHER LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**KOOCHENCHING FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**HORNEPAYNE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**KASABONIKA LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**KEE-WAY-WIN FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**KITCHENUHMAYKOOSIB  
INNINUWUG**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**LAC DES MILLE LACS FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**LAC LA CROIX FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**LAC SEUL FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**LAKE NIPIGON OJIBWAY FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**LONG LAKE #58 FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MAGNETAWAN FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MARTEN FALLS FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MATACHEWAN FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MATTAGAMI FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**McDOWELL LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**M'CHIGEENG FIRST NATION (WEST  
BAY)**

By: \_\_\_\_\_  
Please print name:  
  
Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MICHIPICOTEN FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MISHKEEGOGAMANG FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MISSANABIE CREE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MISSISSAUGA #8 FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MISSISSAUGAS OF NEW CREDIT**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MISSISSAUGAS OF SCUGOG ISLAND**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MOCREEBEC COUNCIL OF THE CREE  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MOHAWK COUNCIL OF AKWESASNE**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MOHAWKS OF THE BAY OF QUINTE**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MOOSE CREE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MOOSE DEER POINT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MUSKRAT DAM FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NAMAYGOOSISAGAGUN FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NESKANTAGA FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NIBINAMIK FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**MUNSEE-DELAWARE NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NAICATCHEWENIN FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NAOTKAMEGWANNING ANISHINABE  
FIRST NATION (WHITEFISH BAY)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NEW POST FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NICKOUSEMENECANING FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NIPISSING FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NORTH CARIBOU LAKE FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NORTH SPIRIT LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NORTHWEST ANGLE NO. 33 FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**NORTHWEST ANGLE NO. 37 FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**OCHIICHAGWE'BABIGO'INING FIRST  
NATION (DALLES)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**OJIBWAYS OF BATCHEWANA  
(RANKIN)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**OJIBWAYS OF ONEGAMING  
(SABASKONG)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council



**OJIBWAYS OF PIC RIVER (HERON BAY)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**OJIBWAYS OF SUCKER CREEK**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**ONEIDA NATION OF THE THAMES**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**PAYS PLAT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**PIC MOBERT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**PIKANGIKUM FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**POPLAR HILL FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**POPLAR POINT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**RAINY RIVER FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**RED ROCK BAND**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized resolution of the Chief and Council

**ROCKY BAY FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SAGAMOK ANISHNAWBEK FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SANDY LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SEINE RIVER FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SHAWANAGA FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SACHIGO LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SAND POINT FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SAUGEEN FIRST NATION (SAVANT  
LAKE)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SERPENT RIVER FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SHEGUIANDAH FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SHESHEGWANING FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SHOAL LAKE NO. 40 FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SIX NATIONS OF THE GRAND RIVER  
TERRITORY**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SLATE FALLS FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**STANJIKOMING FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**TEMAGAMI FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**THESSALON FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WABASEMOONG INDEPENDENT  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WABAUSKANG FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WABIGOON FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WAHGOSHIG FIRST NATION  
(ABITIBI #70)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WAHNAPITAE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WAHTA MOHAWKS (MOHAWKS OF  
GIBSON)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WAPEKEKA FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WASAUKSING FIRST NATION (PARRY  
ISLAND)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WASHAGAMIS BAY FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WAUZHUSHK ONIGUM FIRST  
NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WAWAKAPEWIN FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WEBEQUIE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WEENUSK FIRST NATION  
(PEAWANUK)**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WHITEFISH LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WHITEFISH RIVER FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WHITESAND FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WHITEWATER LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WIKWEMIKONG UNCEDED INDIAN  
RESERVE**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**WUNNUMIN LAKE FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**ZHIBAAHAASING (COCKBURN)  
FIRST NATION**

By: \_\_\_\_\_  
Please print name:

Chief, pursuant to a duly authorized  
resolution of the Chief and Council

**SCHEDULE 1.1A  
TO  
LIMITED PARTNERSHIP AGREEMENT**

**APPROVED INVESTMENTS**

1. **Type of Investments.** Subject to the conditions set forth below, "Approved Investments" means the following types of investments:

- (a) bankers' acceptances;
- (b) bank certificates of deposit;
- (c) commercial paper;
- (d) medium term notes;
- (e) bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
- (f) corporate strip bonds;
- (g) deposits at a deposit-taking institution;
- (h) other short-term securities;
- (i) bonds, debentures or other evidences of indebtedness issued or guaranteed by a corporation that comply with clause 433(1)(k) of the *Insurance Act* (Ontario), a copy of which is attached hereto; and
- (j) securities that are listed and posted for trading on a stock exchange recognized by the Ontario Securities Commission and that comply with the requirements of either clause 433(1)(m) or (n), as the case may be, of the *Insurance Act* (Ontario), a copy of which is attached hereto.

2. **Excluded Investments.** For greater certainty, Approved Investments do not include the following:

- (a) shares, warrants or other equities other than those specified in Section 1(i) or (j) above;
- (b) derivatives, swaps, options or futures;
- (c) real property;
- (d) mortgages, including guaranteed mortgages;
- (e) gold certificates;
- (f) physical commodities; or
- (g) interests in loan syndications or loan participation.

3. **Liquidity.** To qualify as an Approved Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an "illiquid asset" means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holders' option.

4. **Diversification.** To qualify as an Approved Investment, an investment must not, immediately after purchase, have a market value which exceeds 25 percent of the market value of the relevant pool of funds and investments at the time of purchase.

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5. **Control.** To qualify as an Approved Investment, an investment in securities of an issuer must not exceed that number of securities which represents 10 percent or more of (i) the votes attaching to the outstanding voting securities of that issuer or (ii) the outstanding equity securities of that issuer. An investment made for the purposes of exercising control over or management of an issuer does not qualify as an Approved Investment.

6. **Rating.** The deemed rating (the "Rating") of any Approved Investment if applicable, must be at least "A", determined in accordance with the next following section.

7. **Determination of Rating.** The Rating of any Approved Investment referred to in subsections 1(a) through (h) both inclusive will be established, at the time of the acquisition of such Approved Investment, as:

(a) "AAA" if the Approved Investment has the following rating or higher from two generally recognized credit rating agencies:

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

(b) "AA" if the Approved Investment has the following rating or higher (but excluding Approved Investments rated "AAA") from two credit rating agencies:

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

(c) "A" if the Approved Investment has the following rating or higher (but excluding Approved Investments rated "AA" or "AAA") from two credit rating agencies:



- 3 -

(A) Short Term	CBRS DBRS Moody's S&P	A-2 high R-2 high P-2 A-2
(B) Long Term	CBRS DBRS Moody's S&P	B++ high BBB high Baa1 BBB+

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

<u>Rating of Approved Investment</u>	<u>Minimum Percentage of Portfolio to be Comprised of Approved Investments having that Rating</u>
AAA	25%
AA and AAA	50%
A, AA and AAA	75%
Other	0%

9. **Canadian Dollars.** All Approved Investments acquired must be denominated in Canadian dollars.

10. **Investment Practices.** An investment which otherwise qualifies as an Approved Investment will not constitute an Approved Investment if one or more of the following investment practices are engaged in connection with the acquisition or disposition of the Approved Investment:

- (a) the borrowing of money;
- (b) the encumbrance of any amount of the Futures Generations Fund;
- (c) the purchase of securities on margin;
- (d) the sale of securities short;
- (e) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;
- (f) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm's length in connection with the transaction; or
- (g) the engagement in the business of underwriting or marketing to the public.

Extract from the *Insurance Act* (Ontario):

"433. (1) An insurer may invest its funds or any portion thereof in,

....  
**debentures**

- (k) the bonds, debentures or other evidences of indebtedness issued or guaranteed by,
- (i) a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by clause (m) or (n), or
  - (ii) a corporation if its earnings in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least 1½ times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it, other than indebtedness classified as a current liability in its balance sheet, and, if the corporation at the date of investment owns directly or indirectly more than 50 per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the corporation shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation, and, for the purpose of this subclause, "earnings" means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability;

...  
**preferred shares**

- (m) the preferred shares of a corporation if,
- (i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or
  - (ii) the common shares of the corporation are, at the date of investment, authorized as investments by clause (n);

**common shares**

- (n) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either,
- (i) paid a dividend in each such year upon its common shares, or
  - (ii) had earnings in each such year available for the payment of a dividend upon its common shares,

of at least 4 per cent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;"

## SCHEDULE 1.1B

## ONTARIO FIRST NATIONS

<b>Bands Registered under the Indian Act (with Status Band number noted in parentheses)</b>	<b>Chiefs of Ontario List</b>
1. Albany (142)	Fort Albany First Nation
2. Alderville First Nation (160)	Alderville First Nation
3. Algonquins of Pikwakanagan (163)	Algonquins of Pikwakanagan
4. Anishinabe of Wauzhushk Onigum (153)	Wauzhushk Onigum First Nation
5. Anishnaabeg of Naongashiing (125)	Big Island First Nation
6. Aroland (242)	Aroland First Nation
7. Attawapiskat (143)	Attawapiskat First Nation
8. Batchewana First Nation (198)	Ojibways of Batchewana (Rankin))
9. Bearskin Lake (207)	Bearskin Lake First Nation
10. Beausoleil (141)	Beausoleil First Nation
11.	Beaverhouse First Nation
12. Big Grassy (124)	Big Grassy First Nation
13. Brunswick House (228)	Brunswick House First Nation
14. Caldwell (165)	Caldwell First Nation
15. Cat Lake (216)	Cat Lake First Nation
16. Chapleau Cree First Nation (221)	Chapleau Cree First Nation
17. Chapleau Ojibway (229)	Chapleau Ojibway First Nation
18. Chippewas of Georgina Island (138)	Chippewas of Georgina Island
19. Chippewas of Kettle and Stony Point (171)	Chippewas of Kettle & Stony Point
20. Chippewas of Mnjikaning First Nation (139)	Chippewas of Mnjikaning (Rama)
21. Chippewas of Nawash First Nation (122)	Chippewas of Nawash (Cape Croker)
22. Chippewas of Sarnia (172)	Aamjiwnaang First Nation
23. Chippewas of the Thames First Nation (166)	Chippewas of the Thames
24. Constance Lake (182)	Constance Lake First Nation
25. Couchiching First Nation (126)	Couchiching First Nation
26. Curve Lake (161)	Curve Lake First Nation
27. Deer Lake (237)	Deer Lake First Nation
28. Dokis (218)	Dokis First Nation
29. Eabametoong First Nation (183)	Eabametoong First Nation
30. Eagle Lake (148)	Eagle Lake First Nation
31. Flying Post (227)	Flying Post First Nation
32. Fort Severn (215)	Fort Severn First Nation
33. Fort William (187)	Fort William First Nation
34. Garden River First Nation (199)	Garden River First Nation
35. Ginoogaming First Nation (185)	Ginoogaming First Nation

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<b>Bands Registered under the Indian Act (with Status Band number noted in parentheses)</b>	<b>Chiefs of Ontario List</b>
36. Grassy Narrows First Nation (149)	Grassy Narrows First Nation
37. Gull Bay (188)	Gull Bay First Nation
38. Henvey Inlet First Nation (231)	Henvey Inlet First Nation
39. Hiawatha First Nation (162)	Hiawatha First Nation
40.	Hornepayne First Nation
41. Iskatewizaagegan #39 Independent First Nation (154)	Iskutewizaagegan No. 39 Independent First Nation
42. Kasabonika Lake (210)	Kasabonika Lake First Nation
43.	Kashechewan First Nation
44. Kee-Way-Win (325)	Kee-Way-Win First Nation
45. Kingfisher (212)	Kingfisher Lake First Nation
46. Kitchenuhmaykoosib Inninuwug (209)	Kitchenuhmaykoosib Inninuwug
47.	Koocheching First Nation
48. Lac Des Mille Lacs (189)	Lac Des Mille Lacs First Nation
49. Lac La Croix (127)	Lac La Croix First Nation
50. Lac Seul (205)	Lac Seul First Nation
51. Lake Nipigon Ojibway First Nation (194)	Lake Nipigon Ojibway First Nation
52. Long Lake No. 58 First Nation (184)	Long Lake # 58 First Nation
53. M'Chigeeng First Nation (181)	M'Chigeeng First Nation (West Bay)
54. Magnetawan (174)	Magnetawan First Nation
55. Marten Falls (186)	Marten Falls First Nation
56. Matachewan (219)	Matachewan First Nation
57. Mattagami (226)	Mattagami First Nation
58. McDowell Lake (326)	McDowell Lake First Nation
59. Michipicoten (225)	Michipicoten First Nation
60. Mishkeegogamang (203)	Mishkeegogamang First Nation
61. Missanabie Cree (223)	Missanabie Cree First Nation
62. Mississauga (200)	Mississauga #8 First Nation.
63. Mississauga's of Scugog Island First Nation (140)	Mississaugas of Scugog Island
64. Mississaugas of the Credit (120)	Mississaugas of New Credit
65.	Mocreebec Council of the Cree Nation
66. Mohawks of Akwesasne (159)	Mohawk Council of Akwesasne
67. Mohawks of the Bay of Quinte (164)	Mohawks of the Bay of Quinte
68. Moose Cree First Nation (144)	Moose Cree First Nation
69. Moose Deer Point (135)	Moose Deer Point First Nation
70. Moravian of the Thames (167)	Delaware Nation
71. Munsee-Delaware Nation (168)	Munsee-Delaware Nation
72. Muskrat Dam Lake (213)	Muskrat Dam First Nation
73. Naicatchewenin (128)	Naicatchewenin First Nation
74. Naotkamegwanning (158)	Naotkamegwanning Anishinabe First Nation (Whitefish Bay)
75.	Namaygoosisagagun First Nation

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<b>Bands Registered under the Indian Act (with Status Band number noted in parentheses)</b>	<b>Chiefs of Ontario List</b>
76. Neskantaga First Nation (239)	Neskantaga First Nation
77. New Post (145)	New Post First Nation
78. Nibinamik First Nation (241)	Nibinamik First Nation
79. Nicickousemenecaning (129)	Nicickousemenecaning First Nation
80. Nipissing First Nation (220)	Nipissing First Nation
81. North Caribou Lake (204)	North Caribou Lake First Nation
82. North Spirit Lake (238)	North Spirit Lake First Nation
83. Northwest Angle No.33 (151)	Northwest Angle No.33 First Nation
84. Northwest Angle No. 37 (152)	Northwest Angle No. 37 First Nation
85. Ochiichagwe babigo ining First Nation (147)	Ochiichagwe babigo ining First Nation (Dalles)
86. Ojibway Nation of Saugeen (258)	Chippewas of Saugeen
87. Ojibways of Onigaming First Nation (131)	Ojibways of Onegaming (Sabaskong)
88. Ojibways of Sucker Creek (180)	Ojibways of Sucker Creek
89. Ojibways of the Pic River First Nation (192)	Ojibways of Pic River (Heron Bay)
90. Oneida Nation of the Thames (169)	Oneida Nation of the Thames
91. Pays Plat (191)	Pays Plat First Nation
92. Pic Mobert (195)	Pic Mobert First Nation
93. Pikangikum (208)	Pikangikum First Nation
94. Poplar Hill (236)	Poplar Hill First Nation
95.	Poplar Point First Nation
96. Rainy River (130)	Rainy River First Nation
97. Red Rock (193)	Red Rock Band
98. Rocky Bay (197)	Rocky Bay First Nation
99. Sachigo Lake (214)	Sachigo Lake First Nation
100. Sagamok Anishnawbek (179)	Sagamok Anishnawbek First Nation
101. Sandpoint (196)	Sand Point First Nation
102. Sandy Lake (211)	Sandy Lake First Nation
103. Saugeen (123)	Saugeen First Nation (Savant Lake)
104. Seine River First Nation (132)	Seine River First Nation
105. Serpent River (201)	Serpent River First Nation
106. Shawanaga First Nation (137)	Shawanaga First Nation
107. Sheguiandah (176)	Sheguiandah First Nation
108. Sheshegwaning (178)	Sheshegwaning First Nation
109. Shoal Lake No. 40 (155)	Shoal Lake No. 40 First Nation
110. Six Nations of the Grand River (121)	Six Nations of the Grand River Territory
111. Slate Falls Nation (259)	Slate Falls First Nation
112. Stanjikoming First Nation (133)	Stanjikoming First Nation

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<b>Bands Registered under the Indian Act (with Status Band number noted in parentheses)</b>	<b>Chiefs of Ontario List</b>
113. Temagami First Nation (222)	Temagami First Nation
114. Thessalon (202)	Thessalon First Nation
115. Wabaseemoong Independent Nations (150)	Wabaseemoong Independent Nation
116. Wabauskang First Nation (156)	Wabauskang First Nation
117. Wabigoon Lake of Ojibway Nation (157)	Wabigoon First Nation
118. Wahgoshig (233)	Wahgoshig First Nation (Abitibi #70)
119. Wahnapiatae (232)	Wahnapiatae First Nation
120. Wahta Mohawk (134)	Wahta Mohawks (Mohawks of Gibson)
121. Walpole Island (170)	Bkejwanong Territory (Walpole Island)
122. Wapekeka (206)	Wapekeka First Nation
123. Wasauksing First Nation (136)	Wasauksing First Nation (Parry Island)
124. Washagamis Bay (235)	Washagamis Bay First Nation
125. Wawakapewin (234)	Wawakapewin First Nation
126. Webequie (240)	Webequie First Nation
127. Weenusk (146)	Weenusk First Nation (Peawanuk)
128. Whitefish Lake (224)	Whitefish Lake First Nation
129. Whitefish River (230)	Whitefish River First Nation
130. Whitesand (190)	Whitesand First Nation
131.	Whitewater Lake First Nation
132. Wikwemikong (175)	Wikwemikong Unceded Indian Reserve
133. Wunnumin (217)	Wunnumin Lake First Nation
134. Zhiibaahaasing First Nation (173)	Zhiibaahaasing (Cockburn) First Nation

**SCHEDULE 1.1C**  
**formula 2*****Formula Two – Brighter Future***

10% allocated equally among all First Nations in geographic zone 2 and above (remoteness factor).

\$20,000 base amount per First Nation.

Remaining amount allocated to First Nations based upon a weighted population. Population weights are as follows:

<b>Population</b>	<b>Weighting</b>
0-500	1.0
501-1,000	0.9
1,001-3,000	0.8
3,001 plus	0.7

**SCHEDULE 1.1D****TO****ONTARIO FIRST NATIONS LIMITED PARTNERSHIP AGREEMENT****(FORM OF) GENERAL PARTNER UNIT CERTIFICATE****ONTARIO FIRST NATIONS LIMITED PARTNERSHIP****(a limited partnership formed under the laws of the Province of Ontario)**

Reference is made to the limited partnership agreement among Ontario First Nations General Partner Inc. and certain First Nations of Ontario, dated •, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

This is to certify that Ontario First Nations General Partner Inc. is the registered holder of one (1) General Partner Unit in Ontario First Nations Limited Partnership.

The rights of a holder of a General Partner Unit are governed by the Limited Partnership Agreement. The General Partner Unit represented by this Certificate may not be sold, pledged or otherwise transferred or encumbered.

This Certificate is not valid unless manually signed by an authorized representative of the General Partner.

IN WITNESS WHEREOF, Ontario First Nations General Partner Inc., the General Partner, has caused this Certificate to be signed by its duly authorized officer.

Date:                   , 2000

**ONTARIO FIRST NATIONS GENERAL  
PARTNER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ c/s  
Title: \_\_\_\_\_



**SCHEDULE 1.1E**

**TO**

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP AGREEMENT**

**(FORM OF) LIMITED PARTNER UNIT CERTIFICATE**

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**(a limited partnership formed under the laws of the Province of Ontario)**

Reference is made to the limited partnership agreement among Ontario First Nations General Partner Inc. and certain First Nations of Ontario, dated •, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

This is to certify that \_\_\_\_\_ is the registered holder of one (1) Limited Partner Unit in Ontario First Nations Limited Partnership.

The rights of a holder of a Limited Partner Unit are governed by the Limited Partnership Agreement. The Limited Partner Unit represented by this Certificate may not be sold, pledged or otherwise transferred or encumbered.

This Certificate is not valid unless manually signed by an authorized representative of the General Partner.

IN WITNESS WHEREOF, Ontario First Nations General Partner Inc., the General Partner, has caused this Certificate to be signed by its duly authorized officer.

Date: \_\_\_\_\_, 2000

**ONTARIO FIRST NATIONS GENERAL PARTNER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ c/s  
Title: \_\_\_\_\_

**SCHEDULE 1.1F****TO****LIMITED PARTNERSHIP AGREEMENT****NEAR BANDS**

1. **Beaverhouse First Nation**
2. **Hornepayne First Nation**
3. **Kashechewan First Nation**
4. **Koocheching First Nation**
5. **MoCreebec Council of the Cree Nation**
6. **Namaygoosisagagun First Nation**
7. **Poplar Point First Nation**
8. **Whitewater Lake First Nation**

**SCHEDULE 1.1G**  
**TO**  
**LIMITED PARTNERSHIP AGREEMENT**  
**PERMITTED INTERIM INVESTMENTS**

1. **Type of Investments.** Subject to the conditions set forth below, "Permitted Interim Investments" means the following types of investments:

- (a) bankers' acceptances;
- (b) bank certificates of deposit;
- (c) commercial paper;
- (e) medium term notes;
- (d) bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
- (f) corporate strip bonds;
- (g) deposits at a deposit-taking institution; and
- (h) other short-term securities.

2. **Excluded Investments.** For greater certainty, Permitted Interim Investments do not include the following:

- (a) shares, warrants or other equities;
- (b) convertible debt securities;
- (c) derivatives, swaps, options or futures;
- (d) real property;
- (e) mortgages, including guaranteed mortgages;
- (f) gold certificates;
- (g) physical commodities; or
- (h) interests in loan syndications or loan participation.

3. **Liquidity.** To qualify as a Permitted Interim Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an "illiquid asset" means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holder's option.

4. **Term.** To qualify as a Permitted Interim Investment, an investment must, at the date of its acquisition, have a remaining term to maturity of not greater than the lesser of: (a) 366 days; and (b) the greater of (i) the balance of the Initial Term, and (ii) the General Partner's good faith estimate of the date for release of funds referred to in the Metis Litigation Agreement.

5. **Diversification.** To qualify as a Permitted Interim Investment, an investment must not, immediately after purchase, have a market value which exceeds 25 percent of the

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market value of the Future Generations Fund (or other relevant pool of funds and investments) at the time of purchase.

6. **Rating.** The deemed rating (the "Rating") of any Permitted Interim Investment, if applicable, must be at least "AA", determined in accordance with the next following section.

7. **Determination of Rating.** The Rating of any Permitted Interim Investment will be established, at the time of the acquisition of such Permitted Interim Investment, as:

(a) "AAA" if the Permitted Interim Investment has the following rating or higher from two generally recognized credit rating agencies:

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

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

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

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

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

9. **Canadian Dollars.** All Permitted Interim Investments acquired must be denominated in Canadian dollars.

10. **Investment Practices.** An investment which otherwise qualifies as a Permitted Interim Investment will not constitute a Permitted Interim Investment if one or more of the following investment practices are engaged in in connection with the acquisition or disposition of the Permitted Interim Investment:

- (a) the borrowing of money;
- (b) the encumbrance of any amount of the Futures Generations Fund;
- (c) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;
- (d) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm's length in connection with the transaction; or
- (e) the engagement in the business of underwriting or marketing to the public.

## SCHEDULE 1.1H

TO

LIMITED PARTNERSHIP AGREEMENT

## REMOTE FIRST NATIONS AT DATE HEREOF

The following First Nations are considered to be remote for the purposes of formulas *two and eight*:

Attawapiskat First Nation	Lac Seul First Nation	Sachigo Lake First Nation
Bearskin Lake First Nation	Marten Falls First Nation	Sandy Lake First Nation
Beausoleil First Nation	McDowell Lake First Nation	Shoal Lake No. 40 First Nation
Beaverhouse First Nation	MoCreebec Council of the Cree Nation	Slate Falls First Nation
Cat Lake First Nation	Moose Cree First Nation	Temagami First Nation
Chippewas of Georgina Island	Muskrat Dam First Nation	Wahgoshig First Nation (Abitibi #70)
Deer Lake First Nation	Namayoosisagun First Nation	Wapekeka First Nation
Eabametoong First Nation (Fort Hope)	Naotkamegwanning Anishnabe First Nation (Whitfish Bay)	Wawakepewin First Nation
Fort Albany First Nation	Neskangaga First Nation (Landsdowns House)	Webequie First Nation
Fort Severn First Nation	New Post First Nation	Weenusk First Nation (Peawanuk)
Hornepayne First Nation	Nibinamik First Nation	Wunnumin First Nation
Kasabonika Lake First Nation	North Caribou Lake First Nation	Zhiibaahaasing (Cockburn) First Nation
Kashechewan First Nation	North Spirit Lake First Nation	
Kee-Way-Win First Nation	Northwest Angle No. 33 First Nation	
Kingfisher Lake First Nation	Pikangikum First Nation	
Kitchenuhmaykoosib Inninuwug First Nation (Big Trout)	Poplar Hill First Nation	
Koocheching First Nation	Poplar Point First Nation	
Lac La Croix First Nation		

## SCHEDULE 1.1I

TO

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP AGREEMENT****(a) form of Subscription Agreement for Limited Partners:****SUBSCRIPTION AGREEMENT**TO: **ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

- and -

**ONTARIO FIRST NATIONS GENERAL PARTNER INC.**

Reference is made to the limited partnership agreement among Ontario First Nations General Partner Inc. and certain First Nations of Ontario, dated \_\_\_\_\_, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

1. The undersigned hereby subscribes for one (1) Limited Partner Unit of the Partnership on the terms and conditions of the Limited Partnership Agreement.
2. This subscription may be accepted and will be binding on the undersigned only if it has been accepted by the General Partner. The undersigned acknowledges that participation in the Partnership is subject to acceptance of this subscription by the General Partner and to certain other conditions set forth in the Limited Partnership Agreement.
3. The undersigned, desiring to subscribe for one (1) Limited Partner Unit and to be bound by the Limited Partnership Agreement, hereby acknowledges that the undersigned has received, reviewed and fully understands the Limited Partnership Agreement. The undersigned hereby agrees to be bound as a party to the Limited Partnership Agreement.
4. The undersigned hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as the undersigned's agent and true and lawful attorney to act on its behalf with full power and authority in its name, place and stead to execute, swear to, acknowledge, deliver and record or file as and where required:
  - (a) the Declaration, any amendment to this Agreement or the Declaration and any other instrument required to qualify, continue and keep in good standing the Partnership as a limited partnership, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on

business or own or lease property in order to maintain the limited liability of the Limited Partners and to comply with the applicable law of such jurisdiction;

- (b) any instrument, and any amendment to the Declaration, necessary to reflect any amendment to this Agreement;
- (c) any instrument required to record, with any governmental or regulatory authority, the dissolution and termination of the Partnership; and
- (d) any instrument required in connection with any election that may be made under fiscal legislation in any jurisdiction in which the Partnership is carrying on business or where a Limited Partner resides.

The power of attorney granted herein: is irrevocable; is a power coupled with an interest; extends to the administrators and other legal representatives and successors and assigns of such Limited Partner; and may be exercised by the General Partner on behalf of each Limited Partner in executing any such instruments with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by a representation or action made or taken by the General Partner pursuant to such power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney, provided that the General Partner does not incur any liability on behalf of, or take any action which may result in any liability to, any Limited Partner.

5. The undersigned hereby ratifies and confirms the agreements entered into by the General Partner in the name of the Partnership.

6. This subscription is governed by the laws of the Province of Ontario.

DATED at \_\_\_\_\_, in the \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2000.

[NAME OF FIRST NATION]

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_



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This subscription is hereby accepted by Ontario First Nations General Partner Inc.  
on behalf of the Partnership on the \_\_\_\_ day of \_\_\_\_\_, 2000.

**ONTARIO FIRST NATIONS LIMITED  
PARTNERSHIP, by its General Partner,  
ONTARIO FIRST NATIONS GENERAL  
PARTNER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1.11

TO

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP AGREEMENT

(b) form of Subscription Agreement for General Partner:

GENERAL PARTNER SUBSCRIPTION AGREEMENT

TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP

Reference is made to the limited partnership agreement among Ontario First Nations General Partner Inc. and certain First Nations of Ontario, dated \_\_\_\_\_, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

1. The undersigned hereby subscribes for one (1) General Partner Unit of the Partnership on the terms and conditions of the Limited Partnership Agreement.

2. This subscription may be accepted and will be binding on the undersigned only if it has been accepted by the General Partner. The undersigned acknowledges that participation in the Partnership is subject to acceptance of this subscription by the General Partner and to certain other conditions set forth in the Limited Partnership Agreement.

3. The undersigned, desiring to subscribe for one (1) General Partner Unit and to be bound by the Limited Partnership Agreement, hereby acknowledges that the undersigned has received, reviewed and fully understands the Limited Partnership Agreement. The undersigned hereby agrees to be bound as a party to the Limited Partnership Agreement.

4. This subscription is governed by the laws of the Province of Ontario.

DATED at \_\_\_\_\_, in the \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2000.

ONTARIO FIRST NATIONS  
GENERAL PARTNER INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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This subscription is hereby accepted by Ontario First Nations General Partner Inc.  
on behalf of the Partnership on the \_\_\_\_ day of \_\_\_\_\_, 2000.

**ONTARIO FIRST NATIONS LIMITED  
PARTNERSHIP, by its General Partner,  
ONTARIO FIRST NATIONS GENERAL  
PARTNER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 11.1  
TO  
LIMITED PARTNERSHIP AGREEMENT  
(FORM OF) LIMITED PARTNER REPORT ON DISTRIBUTIONS AND  
EXPENDITURES**

---

**TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**Re: Audited Financial Statements And Expenses By Category**

The undersigned confirms that it received from Ontario First Nations Limited Partnership distributions totalling \$\_\_\_\_\_ for the fiscal year ended March 31,  
\_\_\_\_\_.

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

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

2. Of the foregoing amounts, the following aggregate amounts are reasonably regarded as being for the benefit of future generations:

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

\_\_\_\_\_  
[LIMITED PARTNER]  
\_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 11.2(a)  
TO  
LIMITED PARTNERSHIP AGREEMENT  
(FORM OF) PARTNERSHIP REPORT TO THE PROVINCE**

---

**TO: ONTARIO GAMING SECRETARIAT**

The undersigned confirms that it received from Ontario Lottery and Gaming Corporation distributions totalling \$ \_\_\_\_\_ for the fiscal year ended March 31, \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_

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

1. The following purposes by Ontario First Nations:

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

2. Of the foregoing amounts, the following aggregate amounts are reasonably regarded as being for the benefit of future generations:

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

**ONTARIO FIRST NATIONS LIMITED  
PARTNERSHIP, by its General Partner, Ontario First  
Nations General Partner Inc.**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**Schedule L**

**MFN LIMITED PARTNERSHIP AGREEMENT**

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

**LIMITED PARTNERSHIP AGREEMENT**

**AMONG**

**MNJIKANING CHIPPEWAS GENERAL PARTNER INC.**

**AND**

**CHIPPEWAS OF MNJIKANING FIRST NATION**

**Dated April 1, 2000**

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**MNJIKANING FIRST NATION LIMITED PARTNERSHIP  
LIMITED PARTNERSHIP AGREEMENT**

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of April, 2000.

**A M O N G:**

**MNJIKANING CHIPPEWAS GENERAL PARTNER  
INC.**, a corporation incorporated under the laws of the  
Province of Ontario (hereinafter called the "**General Partner**")

- and -

**CHIPPEWAS OF MNJIKANING FIRST NATION**  
(hereinafter called the "**Limited Partner**" or "**Mnjikaning**")

**WITNESSES THAT:**

**WHEREAS** the Province and the First Nations, as represented by the Chiefs of Ontario, agreed to the establishment of a First Nations casino as a vehicle to enhance, among other things, the growth and capacity of First Nations in respect of community development, health, education, economic development and cultural development;

**AND WHEREAS** the Complex was established on reserve lands of Mnjikaning First Nation;

**AND WHEREAS** subject to the terms of the Revenue Agreement, the Province has agreed that the First Nations as represented by the Limited Partnerships are to receive the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex, as long as the Complex continues to be conducted and managed by OLG or the Province or OLG or the Province is entitled to Ongoing Net Revenues, whichever is later;

**AND WHEREAS** Mnjikaning First Nation wishes to establish a limited partnership under the name of "Mnjikaning First Nation Limited Partnership" to carry on the Business;

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**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the premises, and the respective covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms have the following meanings:

**"Accruals"** means funds set aside or amounts allocated to reserves maintained in amounts which in the opinion of the relevant Person are required for the payment of obligations coming due in such future time period as shall be reasonably determined by the relevant Person and to provide for contingencies and the working capital requirements as reasonably determined by the relevant Person.

**"Act"** means the *Limited Partnerships Act*, R.S.O. 1990, c. L16, as amended.

**"Administrative Office"** means the administrative office of the Partnership at such location on the Mnjikaning territory as may be determined by the General Partner from time to time in accordance with this Agreement.

**"Affiliate"** means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person.

**"Agreement"** means this Limited Partnership Agreement as it may from time to time be supplemented or amended by one or more agreements entered into pursuant to the provisions hereof.

**"Approved Investments"** means any investment referred to in Schedule 1.1A.

**"Approved Purposes"** means, in respect of all Net Cash and Investment Income in respect thereof:

- (a) payment of Expenses and funding of Accruals by the Partnership (or the General Partner on its behalf) from Net Cash and Investment Income;
- (b) investment by the Partnership (or the General Partner on its behalf) in Approved Investments or Permitted Interim Investments as provided in this Agreement, pending distribution of such amounts to Partners;

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- (c) payment of Expenses and funding of Accruals by the Limited Partner from Net Cash and Investment Income;
- (d) investment by the Limited Partner in Approved Investments or Permitted Interim Investments pending expenditures referred to in paragraph (e); and
- (e) capital and/or operating expenditures by the Limited Partner in respect of the purposes in Section 3.4 of the Revenue Agreement;

provided that:

- (x) the service and repayment of any Indebtedness of the Partnership existing at the date hereof in respect of any of the foregoing purposes and of any Indebtedness of the Partnership incurred subsequent to the date hereof in respect of any of the foregoing purposes and the defence and enforcement of any rights or claims in respect of the foregoing purposes shall be deemed to be for Approved Purposes;
- (y) the foregoing Approved Purposes shall be interpreted and applied to include within their meaning and scope the cultures, traditions, values, beliefs, methods and practices of Mnjikaning and activities and purposes that are in furtherance thereof; and
- (z) the parties hereto recognize that many expenditures could reasonably be categorized as being in respect of more than one of the foregoing purposes.

"Auditors" means such firm of chartered accountants of generally recognized standing in Ontario as may be appointed by the General Partner as auditor for the Partnership for the time being.

"Board of Directors" means the board of directors of the General Partner.

"Business" means the business of the Partnership described in Section 2.3 .

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

"Capital" at any time, means the aggregate of the cash which has been contributed by the Partners to the Partnership as capital at or prior to such time, less the amount of cash which has been returned to the Partners out of the capital of the Partnership pursuant to the provisions hereof at or prior to such time.

"Capital Accounts" means the capital account of each Partner in respect of each class of Units maintained by the General Partner pursuant to Section 4.3.

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**"Capital Contribution"** means, with respect to any Unit held by a Partner, the amount in cash contributed to the Partnership as capital under this Agreement in respect of such Unit.

**"Chiefs in Assembly"** means any duly called and properly constituted general meeting of the duly elected Chiefs of First Nations.

**"Chiefs of Ontario"** means the not-for-profit organization incorporated pursuant to the laws of Canada under the name Indian Associations Co-Ordinating Committee of Ontario Inc., established by Ontario first nations and whose members consist of the duly elected Chiefs of First Nations.

**"consensus"** means the consensus level of approval applicable to decision-making by the Chiefs in Assembly.

**"control"** means the power to direct or cause the direction of the management and policies of a Person, whether directly or indirectly, whether acting alone or jointly or in concert with others, and whether through the ownership of voting securities, by contract or otherwise, and the terms **"controlled"** and **"controlling"** shall have corresponding meanings.

**"Declaration"** means the declaration to be filed and recorded in respect of the Partnership pursuant to the Act.

**"Default", "Default Notice" and "Default-Induced Suspension of Distributions"** have the respective meanings attributed thereto in Article 11.

**"Expenses"** means:

- (1) with respect to the Partnership or the General Partner, the aggregate of all expenses, fees, costs and liabilities incurred by it in respect of the Business, the Approved Purposes for use of amounts referred to in this Agreement, compliance with the terms of the Revenue Arrangements (to the extent applicable to the Partnership or the General Partner) and all payments made by the Partnership or the General Partner to the extent they relate to the Business, the Partnership or the General Partner, including in respect of:
  - (a) all start-up and ongoing costs, including the costs and expenses of dealings and negotiations among all First Nations, the Chiefs of Ontario, the Other First Nations Partnership, the Province and OLGCA regarding the Business, this Agreement and all related agreements including the Revenue Arrangements (to the extent applicable to the Partnership or the General Partner) and the organizational structure for receipt, investment and distribution of the Transferred LP Amounts, Transferred GP Amounts and Investment Income, forming and organizing the Partnership and the General Partner, including the



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fees and expenses of legal, tax, accounting, financial and other professional advisors relating thereto, and also including the costs and expenses of establishing the Administrative Office, engaging employees and other expenses incurred in connection therewith;

- (b) all fees, costs and expenses necessary to form, register or qualify the Partnership and the General Partner under applicable laws, or to maintain such registrations or qualifications, or to obtain or maintain exemptions under applicable laws;
- (c) all operating, general and administrative costs of the General Partner and the Partnership incurred in respect of the activities of the Partnership, including those incurred in respect of rent, utilities and other expenses in respect of the Administrative Office, salaries, wages and other compensation of administrative and operating personnel and other employees, accounting, statistical or bookkeeping services, computing or accounting equipment use, all fees, costs and expenses for corporate and partnership filings, registrations and record keeping, the preparation, receipt, analysis and summary of reports by or from Limited Partner and the preparation of reports by the Partnership to the Limited Partner and to the Other First Nations Partnership, the Province or OLG, and all other expenses incidental to the administration of the General Partner and the Partnership;
- (d) fees and expenses in respect of accounting and audit, consulting, legal, custodial, investment management, financial advisory and other professional services procured by or on behalf of the Partnership or by the Limited Partner in respect of the General Partner and the Partnership; and
- (e) all cost and expenses of communications among the Partnership, the General Partner, the Limited Partner, their members, the Chiefs of Ontario and other Persons;
- (f) all applicable taxes;
- (g) all costs and expenses of, or incidental to, the preparation and dispatch to Partners and other Persons of all cheques, reports, circulars, financial statements, forms and notices, and any other documents which are necessary or desirable in connection with the Business (including administration of the Partnership), the Approved Purposes for uses of amounts referred to in this Agreement, compliance with the terms of the Revenue Arrangements (to the extent applicable to the Partnership or the General Partner);
- (h) all costs and expenses incurred as a result of dissolution, winding-up and termination of the Partnership and the General Partner and the realization of

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proceeds from, respectively, the Partnership assets and the General Partner assets;

- (i) any costs and expenses of any litigation in respect of the Business, the Partnership or any Partner and the amount of any judgment or settlement paid in connection therewith;
- (j) all costs and expenses for indemnity or contribution payable in connection with any litigation involving the Business or the Partnership, and all costs of any liability insurance maintained with respect to liabilities arising in connection with any litigation conducted on behalf of the Partnership, and the General Partner in connection with the Business; and
- (k) any other costs and expenses in connection with the administration of the Partnership that may be authorized by or pursuant to this Agreement; and

(2) with respect to the Limited Partner, the aggregate of all expenses, fees, costs and liabilities incurred by the Limited Partner in respect of the Partnership, the Approved Purposes for use of amounts referred to in this Agreement and its Acknowledgment and Consent pursuant to the Revenue Agreement, compliance with the terms of this Agreement, and all payments made by the Limited Partner in respect of matters referred to in subparagraphs (1)(a) through (k) of this definition, *mutatis mutandis*, to the extent they relate to the Limited Partner or its interest in the Partnership.

"First Nation" means, at any time, any aboriginal group that is a Status Band or a Near Band in the Province of Ontario then recognized by the Chiefs in Assembly and, for greater certainty, includes Mnjikaning, and "First Nations" means every First Nation.

"First Nations Year" means a 12-month period commencing on April 1 of a calendar year and ending on March 31 of the next following calendar year.

"Fiscal Year" means the fiscal year of the Partnership as determined in accordance with Section 2.5.

"General Partner" means Mnjikaning Chippewas General Partner Inc. or, as herein provided, any other Person who is admitted to the Partnership as a successor to any General Partner.

"General Partner Unit Certificate" means a certificate evidencing ownership of the General Partner Unit, which certificate shall be in the form set forth in Schedule 1.1B.

"General Partner Unit" means the unit as provided for in subsection 3.3(b).

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"**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement.

"**including**" means including without limitation, and "**includes**" has a corresponding meaning.

"**Indebtedness**" means all indebtedness for borrowed money, all indebtedness under any conditional sale or other title retention agreement, all liabilities represented by a note or other evidence of indebtedness, all obligations under leases, all guarantees of indebtedness of another Person and all other liabilities of a Person.

"**Indian Act**" means the *Indian Act*, R.S.C 1985, c.I.-5, as amended.

"**Investment Income**" means interest, dividends, capital gains, ordinary income and other returns realized in respect of any Net Cash, net of applicable taxes, but does not include the capital amount thereof, but does include further returns realized on reinvestment of such returns.

"**Joint Appointee**" has the meaning attributed thereto in the Revenue Agreement.

"**Limited Partner Unit Certificate**" means a certificate evidencing ownership of a Limited Partner Unit, which certificate shall be in the form set forth in Schedule 1.1C hereto.

"**Limited Partner Units**" means the units as provided for in subsection 3.3(a).

"**Managing Person**" has the meaning attributed thereto in Section 14.1.

"**Metis Litigation Agreement**" means the Metis Litigation Agreement to be entered into concurrently with the Revenue Agreement and the Protocol Agreement between the General Partner on behalf of the Partnership, the Other First Nations General Partner on behalf of the Other First Nations Partnership and the Province.

"**Mnjikaning**" means the Chippewas of Mnjikaning First Nation.

"**Mnjikaning Council**" means the Band Council of Mnjikaning established under the *Indian Act*, and any successors thereto.

"**Net Cash**" means, in respect of any period, the amount, if any, by which:

(a) the aggregate of:

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- (i) the Transferred LP Amount on hand;
- (ii) all Investment Income on hand; and
- (iii) all amounts set aside as Accruals at the commencement of such period;

exceeds:

- (b) the aggregate of:
  - (i) all cash expenditures of the Partnership during such period relating to Expenses; and
  - (ii) all amounts set aside as Accruals at the end of such period;

all calculated without duplication, subject to any restrictions on distributions pursuant to the terms of this Agreement or the Metis Litigation Agreement.

"Net Income", in respect of any period means the net income (or net loss) of the Partnership in respect of such period as determined in accordance with Canadian generally accepted accounting principles applied on a basis consistent with prior periods.

"Net Revenues" means all amounts transferred or to be transferred by the Province or OLGC to the Partnership and to the Other First Nations Partnership pursuant to the Revenue Agreement.

"OLGC" means Ontario Lottery and Gaming Corporation, a Crown agency established pursuant to the Enabling Legislation (as defined in the Revenue Agreement) and its successors and permitted assigns.

"Other First Nation" means, at any time, any First Nation other than Mnjikaning.

"Other First Nations General Partner" means Ontario First Nations General Partner Inc., a corporation formed under the laws of the Province of Ontario;

"Other First Nations Partnership" means Ontario First Nations Limited Partnership, a limited partnership formed under the laws of the Province of Ontario;

"Other First Nations Partnership Agreement" means the agreement dated the date hereof among the Other First Nations and the Other First Nations General Partner, as amended, modified, supplemented or restated from time to time;

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**"Partners"** means the General Partner and the Limited Partner.

**"Partnership"** means Mnjikaning First Nation Limited Partnership, a limited partnership formed under the laws of the Province of Ontario pursuant to the filing of the Declaration.

**"Permitted Interim Investments"** means any investment referred to in Schedule 1.1D.

**"Person"** or **"person"** is to be broadly interpreted and includes an individual, a First Nation, a corporation, a partnership, a trust, an unincorporated organization or association, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Prime Rate"** means at any time the rate of interest per annum then quoted by The Bank of Nova Scotia or such other Canadian chartered bank as the General Partner may determine from time to time as its prime rate of interest charged on loans in Canadian currency in Canada.

**"Protocol Agreement"** means the Protocol Agreement to be entered into concurrently with the Revenue Agreement and the Metis Legislation Agreement among the Partnership, the Other First Nations Partnership, Mnjikaning and the Chiefs of Ontario.

**"Province"** means Her Majesty the Queen in Right of Ontario.

**"Receiver"** has the meaning attributed thereto in Section 15.5.

**"Register"** has the meaning attributed thereto in Section 3.5.

**"Revenue Agreement"** means the Casino Rama Revenue Agreement to be entered into concurrently with the Protocol Agreement and the Metis Legislation Agreement among the Partnership, the Other First Nations Partnership, the Province and OLG.

**"Revenue Arrangements"** means this Agreement, the Revenue Agreement, the Other First Nations Partnership Agreement, the Metis Legislation Agreement, the Protocol Agreement and the Shareholders Agreement (as defined in the Other First Nations Partnership Agreement).

**"Subscription Agreement"** means the agreement, substantially in the form annexed as Schedule 1.1E hereto, between the Limited Partner or the General Partner, as applicable, and the Partnership, pursuant to which the Limited Partner or the General Partner, as applicable, has subscribed for a Unit.

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**"Transferred GP Amount"** means in respect of each transfer of a portion of Net Revenues to the Partnership from time to time pursuant to the Revenue Agreement, 0.01% of the amount of such transferred Net Revenues.

**"Transferred LP Amount"** means in respect of each transfer of a portion of Net Revenues to the Partnership from time to time pursuant to the Revenue Agreement, 99.99% of the amount of such transferred Net Revenues.

**"Unit"** means any Limited Partner Unit or General Partner Unit.

**"Unit Certificate"** means any Limited Partner Unit Certificate or General Partner Unit Certificate.

**"Win Contribution Litigation"** means the claim and legal proceeding by and on behalf of First Nations against the Province in respect of the Province's past and ongoing appropriation of 20% of the gross revenues (after players' winnings) of Casino Rama.

**1.2 Headings and Table of Contents.** The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings and any table of contents provided are for convenience of reference only and shall not affect the construction or interpretation hereof.

**1.3 Article, Section and Schedule References.** Unless the context requires otherwise, references in this Agreement to Articles, Sections, other subdivisions or Schedules are to Articles, Sections, other subdivisions or Schedules of this Agreement.

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

**1.5 Currency.** Except as otherwise expressly provided in this Agreement, all monetary amounts referred to in this Agreement are stated in Canadian dollars.

**1.6 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 thereafter.

**1.7 Other Interpretation.** For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires:

- (a) all accounting terms not otherwise defined herein have the meanings assigned to them by, and all calculations to be made hereunder are to be made in accordance with, Canadian generally accepted accounting

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principles applicable to the Business applied on a basis consistent with prior periods;

- (b) the words "distribute" and "distributed" and other words of similar meaning, when used with reference to a Partner, refer to any amount paid or other property distributed by the Partnership to such Partner in respect of any interest of such Partner in the Partnership, but do not refer to any amount paid to such Partner in respect of any property acquired by the Partnership from, or any services provided to the Partnership by, such Partner;
- (c) any reference to an "approval", "authorization" or "consent" of the General Partner means the written approval, written authorization or written consent of the General Partner;
- (d) any capitalized terms used but not defined herein have the meaning ascribed thereto in the Revenue Agreement or, if not defined therein, then in the Protocol Agreement; and
- (e) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or regulations.

**1.8 Schedules.** The following are the Schedules to this Agreement and same shall have the same force and effect as if the information contained therein were contained in the body of this Agreement:

Schedule 1.1A	Approved Investments
Schedule 1.1B	(form of) General Partner Unit Certificate
Schedule 1.1C	(form of) Limited Partner Unit Certificate
Schedule 1.1D	Permitted Interim Investments
Schedule 1.1E	(form of) Subscription Agreement
Schedule 11.1	(form of) Limited Partner Report on Distributions and Expenses
Schedule 11.2(a)	(form of) Partnership Report to Other First Nations Partnership

**1.9 No Prejudice.**

- (1) Notwithstanding any other provision of this Agreement, except as provided in subsections 1.9(2) and (3), each (and any combination) of the Revenue Arrangements and any of the Ancillary Documents is without prejudice to any

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rights, claims or defences that any party hereto or the Chiefs of Ontario may have in respect of:

- (i) the MFN Claim referred to in Sections 1.15.1(i) and 2.8.7 of the Revenue Agreement;
  - (ii) the claim referred to in Sections 1.15.1(ii) and 10.1 of the Revenue Agreement relating to the Win Contribution Litigation; or
  - (iii) any claim referred to in Section 1.15.1(iii) of the Revenue Agreement.
- (2) Nothing in any (or any combination) of the Revenue Arrangements or any of the Ancillary Documents shall affect the ability of any court or tribunal to determine the admissibility of and, if admissible, to rely upon, prior or contemporaneous negotiations, agreements, representations, discussions, understandings, proposals, whether oral or written, including the Rolling Draft, in respect of the claims referred to in subsection (1). Notwithstanding the foregoing, the existence of any (or any combination) of the Revenue Arrangements and any of the Ancillary Documents and any of the provisions contained herein or therein and the contents of any negotiations leading to the Revenue Arrangements and the Ancillary Documents after December 7, 1998, will not be advanced as evidence or legal argument in support or defence of any of the claims or defences set out in subsection (1).
- (3) Nothing in any (or any combination) of the Revenue Arrangements or any of the Ancillary Documents shall affect the ability of a party to commence an action contemplated by subsection (1) of this Agreement prior to the expiry of the term of this Agreement or the Revenue Agreement.
- (4) Nothing in any (or any combination) of the Revenue Arrangements or any of the Ancillary Documents abrogates or derogates from any existing aboriginal or treaty right pursuant to Section 35 of the *Constitution Act*, 1982.

**1.10 Accounting Terms.** Accounting terms used herein, unless otherwise defined, shall have the meaning accorded thereto by Canadian generally accepted accounting principles. The financial statements referred to herein, whether audited or unaudited, shall be prepared in accordance with Canadian generally accepted accounting principles.



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**ARTICLE 2  
FORMATION OF PARTNERSHIP  
AND RELATIONSHIP BETWEEN PARTNERS**

**2.1 Formation.** The General Partner and the Limited Partner hereby form a limited partnership under the provisions of the Act. The rights, restrictions and liabilities of the Partners shall be as provided in the Act except as herein otherwise expressly provided.

**2.2 Name.** The name of the Partnership shall be Mnjikaning First Nation Limited Partnership or such other name or names as the General Partner may from time to time deem appropriate to comply with the laws of the jurisdiction in which the Partnership may carry on business.

**2.3 Business.** The business of the Partnership shall be to receive, administer, invest, and distribute that portion of the net revenues from the Complex to which the Partnership may from time to time be entitled pursuant to the Revenue Arrangements, including acting pursuant to those Revenue Arrangements to which the Partnership is a party, investing in Permitted Interim Investments and Approved Investments, making distributions of Net Cash, receiving and making reports on the uses of Transferred LP Amounts and Investment Income, all in accordance with the terms hereof and may include providing advice to the Limited Partner relating to the expenditure or use of funds for Approved Purposes provided that the Limited Partner may or may not act on such advice in its sole discretion (collectively, the "Business"), and shall be further authorized to exercise all powers ancillary and incidental thereto or reasonably in furtherance thereof. The Partnership shall not carry on any business other than the Business.

**2.4 Principal Place of Business.** The principal place of business of the Partnership shall be 5884 Rama Road, Rama, Ontario L0K 1T0 or such other location on Mnjikaning territory in Ontario as the Mnjikaning Council may determine to be appropriate from time to time.

**2.5 Fiscal Year.** The first Fiscal Year of the Partnership shall commence on the date of the filing and recording of the Declaration and end on March 31, 2001 and thereafter each Fiscal Year shall coincide with the First Nations Year.

**2.6 Status of General Partner.** The General Partner represents and warrants to, and covenants with, the Limited Partner that:

- (a) it is a corporation incorporated under the laws of the Province of Ontario and is and shall continue to be a valid and subsisting corporation under the laws of, and qualified to carry on business in, the Province of Ontario and in any other jurisdiction in which the Partnership may carry on business or may own or lease property;

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- (b) it has and shall continue to have the full power to execute this Agreement and all other agreements contemplated hereby to be signed by it, to act as the general partner of the Partnership and to perform its obligations under this Agreement and such execution and the performance of such obligations have been duly authorized and do not and shall not conflict with or constitute a default under its articles, by-laws or any agreement by which it is bound;
- (c) this Agreement has been duly authorized, executed and delivered by the General Partner and constitutes a legal, valid and binding obligation of the General Partner enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other applicable laws affecting the enforcement of creditors' rights generally and general principles of equity;
- (d) it shall act with the utmost fairness and good faith towards the Limited Partner in the business and affairs of the Partnership;
- (e) it shall take all actions required to qualify, continue and keep in good standing the Partnership as a limited partnership and to maintain the limited liability of the Limited Partner in each jurisdiction where the Partnership may carry on business or own or lease property; and
- (f) it does not and, prior to the dissolution of the Partnership, will not carry on any business other than that of acting as general partner of the Partnership in accordance with the terms hereof.

**2.7 Status of the Limited Partner.** The Limited Partner represents and warrants to, and covenants with, the General Partner that:

- (a) it is a First Nation;
- (b) it has full power and authority to execute this Agreement, the Subscription Agreement, the Acknowledgment and Consent and all other agreements contemplated hereby to be signed by it and to take all actions required pursuant hereto, and has obtained all necessary approvals of its chief and the Mnjikaning Council or others;
- (c) it has duly authorized, executed and delivered this Agreement, the Subscription Agreement and the Acknowledgment and Consent and each of this Agreement, the Subscription Agreement and the Acknowledgment and Consent constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other applicable laws

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affecting the enforcement of creditors' rights generally and general principles of equity; and

- (d) it shall from time to time promptly provide to the General Partner such evidence of its status as the General Partner may reasonably request.

**2.8**        **Limitations of Authority of Limited Partner.** The Limited Partner shall not be entitled:

- (a) to take part in the control of the Business;
- (b) to execute any document which binds or purports to bind the Partnership or any other Partner as such;
- (c) to purport to have the power or authority to bind the Partnership or any other Partner as such;
- (d) to have any authority to undertake any obligation or responsibility on behalf of the Partnership;
- (e) to bring any action for partition or sale or otherwise in connection with any interest in any property of the Partnership, whether real or personal, or register, or permit to be filed or registered or remain undischarged, against any property of the Partnership any claim, security interest, lien, charge or other encumbrance in respect of the interest of the Limited Partner in the Partnership; or
- (f) to compel a partition, judicial or otherwise, of any of the property of the Partnership or otherwise require any of the assets of the Partnership to be distributed to the Partners except in accordance with the terms hereof.

**2.9**        **Power of Attorney.** The Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as the Limited Partner's agent and true and lawful attorney to act on its behalf with full power and authority in its name, place and stead to execute, swear to, acknowledge, deliver and record or file as and where required:

- (a) the Declaration, any amendment to this Agreement or the Declaration and any other instrument required to qualify, continue and keep in good standing the Partnership as a limited partnership, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or lease property in order to maintain the limited liability of the Limited Partner and to comply with the

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applicable law of such jurisdiction;

- (b) any instrument, and any amendment to the Declaration, necessary to reflect any amendment to this Agreement;
- (c) any instrument required to record, with any governmental or regulatory authority, the dissolution and termination of the Partnership; and
- (d) any instrument required in connection with any election that may be made under fiscal legislation in any jurisdiction in which the Partnership is carrying on business or where the Limited Partner resides.

The power of attorney granted herein: is irrevocable; is a power coupled with an interest; extends to the administrators and other legal representatives and successors and permitted assigns of the Limited Partner; and may be exercised by the General Partner on behalf of the Limited Partner in executing any such instruments with a single signature as attorney and agent for it. The Limited Partner agrees to be bound by a representation or action made or taken by the General Partner pursuant to such power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney, provided that the General Partner does not incur any liability on behalf of, or take any action which may result in any liability to, the Limited Partner.

**2.10 Unlimited Liability of General Partner.** The General Partner shall have unlimited liability for the debts, liabilities and obligations of the Partnership.

**2.11 Limited Liability of Limited Partner.** Subject to the provisions of the Act, the liability of the Limited Partner for the debts, liabilities and obligations of the Partnership at any relevant time shall be limited to the Limited Partner's Capital Contribution and the Limited Partner shall not be liable for any further claims, assessments or contributions against or to the Partnership.

**2.12 Indemnity of Limited Partner.** The General Partner shall indemnify and hold harmless the Limited Partner from any costs, damages, liabilities or expenses suffered or incurred by the Limited Partner in any case where the liability of the Limited Partner is not limited in the manner provided in Section 2.11 unless the liability of the Limited Partner is not so limited as a result of, or arising out of, any act or omission of the Limited Partner.

**2.13 Compliance with Applicable Law.** On request by the General Partner, the Limited Partner shall immediately execute such certificates and other instruments as are necessary to comply with any applicable law for the continuation and good standing of the Partnership.

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**ARTICLE 3  
UNITS**

**3.1 Authorized Units.** The partnership is authorized to issue one Limited Partner Unit and one General Partner Unit.

**3.2 Nature of Units.**

(1) Subject to performance of its obligations under this Agreement, the Limited Partner shall have the following rights in respect of the Unit held by it:

- (a) one vote at meetings of the Partners;
- (b) distributions of the Transferred LP Amounts; and
- (c) corresponding allocations of Net Income, as herein provided.

(2) The General Partner shall have the following rights in respect of the General Partner Unit held by it:

- (a) distributions of Transferred GP Amounts as herein provided; and
- (b) corresponding allocations of Net Income, as herein provided.

**3.3 Issuance of Units.**

- (a) The Limited Partner will subscribe for and shall be entitled to receive one Limited Partner Unit pursuant to a Subscription Agreement to be executed by the Limited Partner.
- (b) The General Partner will subscribe for and shall be entitled to receive one General Partner Unit pursuant to a Subscription Agreement to be executed by the General Partner. For greater certainty, the General Partner may not subscribe for or hold any Limited Partner Units.

**3.4 Unit Certificate.** Upon the acceptance by the General Partner of the subscription for a Unit in accordance with a Subscription Agreement, the General Partner shall cause the Limited Partner to be entered on the Register as a Limited Partner and shall, if requested by the Limited Partner, deliver to the Limited Partner a Unit Certificate specifying the Unit held by the Limited Partner. Every Unit Certificate shall be signed manually by at least one officer or director of the General Partner. A Unit Certificate may be delivered to the Limited Partner by being mailed by prepaid post addressed to the address of the Limited Partner at the address shown in the Register, and neither the Partnership nor the General Partner shall be liable for any loss occasioned to the Limited Partner by reason that the Unit

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Certificate so posted is lost or stolen from the mails or is not delivered.

**3.5 Limited Partner Register.** The General Partner shall maintain a register (the "Register") to record the name and address of the Limited Partner, the Unit held by the Limited Partner, and particulars of registration of the Unit.

**3.6 No Transfer or Encumbering of Limited Partner Unit.** The Limited Partner may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose of or subject to any charge, lien, security interest or other encumbrance all or any part of or interest in its Unit; provided that the foregoing shall not restrict the Limited Partner from encumbering its entitlement to distributions of Net Cash for an Approved Purpose referred to in paragraph (e) of that definition, to the extent permitted by applicable law.

**3.7 Lost Unit Certificates.** Where the Limited Partner claims that its Unit Certificate has been defaced, lost, apparently destroyed or wrongly taken, the General Partner shall cause a new Unit Certificate to be issued in substitution therefor if, in the case of a defaced Unit Certificate, such certificate is first surrendered to the General Partner and otherwise if the Limited Partner (a) files with the General Partner a form of proof of loss and an indemnity bond in a form and in an amount satisfactory to indemnify and hold harmless the General Partner from any costs, damages, liabilities or expenses suffered or incurred as a result of or arising out of issuing such new Unit Certificate and (b) satisfies such other requirements as may reasonably be imposed by the General Partner.

**3.8 Inspection of Register.** The Limited Partner, or an agent of the Limited Partner, duly authorized in writing, shall have the right to inspect and take extracts from the Register during normal business hours and, upon payment of a reasonable fee to the General Partner, to obtain a copy of the Register not more than five days after the date of the filing of such Limited Partner's written request therefor with the General Partner at its principal office.

**3.9 Dealings with Registered Holder.** The Partnership and the General Partner are entitled to treat the Person in whose name any Unit Certificate is registered as the absolute owner thereof. The receipt by the Person in whose name any Unit is recorded on the Register shall be a sufficient discharge for all monies, securities and other property payable, issuable or deliverable in respect of such Unit and from all liability therefor.

#### **ARTICLE 4 CAPITAL CONTRIBUTIONS AND ACCOUNTS**

**4.1 Contribution of Capital by the Limited Partner.** The Limited Partner shall contribute its Capital Contribution in the amount of \$1.00 per Unit upon execution of the Subscription Agreement and this Agreement, to be credited to the Limited Partner's Capital Account.

**4.2 Contribution of Capital by the General Partner.** The General Partner shall

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contribute its Capital Contribution in the amount of \$1.00 upon execution of this Agreement, to be credited to the General Partner's Capital Account.

**4.3 Capital Accounts.** The General Partner will establish a separate Capital Account on the books of the Partnership for each of the Partners and will, on receipt of an amount in respect of a Capital Contribution, credit the account of a Partner with such Capital Contribution. The General Partner will also credit to the Capital Accounts all Net Income and all other amounts to which the Partners are entitled and will charge to such Capital Accounts all negative Net Income (ie. a net loss) and all distributions to the Partners.

**4.4 No Right to Withdraw Amounts.** No Partner will have any right to withdraw any amount or receive any distribution from the Partnership except as expressly provided for in this Agreement and no distribution to any Partner shall be deemed a return or withdrawal of Capital but, if any court of competent jurisdiction at any time determines that, notwithstanding the provisions of this Agreement, the Limited Partner is obligated to pay any amount distributed to the Limited Partner to or for the account of the Partnership or to any creditor of the Partnership, then such obligation shall be the obligation of the Limited Partner and not of the General Partner.

**4.5 No Interest Payable on Accounts.** No Partner will have the right to receive interest on any credit balance in the Capital Accounts except as expressly provided in this Agreement. No Partner shall be liable to pay interest to the Partnership on any Capital returned to such Partner or on any negative balance of Capital or any negative balance in the capital accounts.

**4.6 Negative Balance of Capital or in the Capital Accounts.** The interest of a Partner in the Partnership will not terminate by reason of there being a negative or zero balance of Capital or a negative balance in such Partner's capital account.

**ARTICLE 5  
(INTENTIONALLY DELETED)**

**ARTICLE 6  
DISTRIBUTIONS AND ALLOCATIONS**

**6.1 Monthly Distributions of Net Cash.** Subject to Article 8 and Section 11.3 of this Agreement, within 10 Business Days of the Partnership receiving a transfer of Net Revenues, the General Partner shall distribute to the Limited Partner the full amount of the Net Cash.

**6.2 Distribution of Transferred GP Amounts.** The General Partner shall be entitled to pay to itself each Transferred GP Amount following the Partnership receiving same.

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**6.3 Allocation of Net Income.** Net Income in respect of any Fiscal Year will be allocated as at the end of such Fiscal Year as follows:

- (a) 99.99% thereof shall be allocated to the Limited Partner; and
- (b) 0.01% thereof shall be allocated to the General Partner.

**ARTICLE 7  
APPROVED PURPOSES**

**7.1 Use of Funds for Approved Purposes.**

- (1) The Partnership shall use all transfers of Net Revenues and all Investment Income in respect thereof in accordance with this Agreement.
- (2) The Limited Partner shall use (a) all amounts received pursuant to Article 6, and (b) all Investment Income which it receives from Approved Investments or Permitted Interim Investments only for Approved Purposes applicable to it.

**ARTICLE 8  
FUNDS HELD BY THE PARTNERSHIP RE: METIS LITIGATION**

**8.1 Moneys Held by Partnership.** For the period ending on the expiry of the term of the Metis Litigation Agreement, 25% of all Net Revenues (but not any Investment Income in respect thereof) received by the Partnership shall be held in a separate account of the Partnership and shall not be commingled with any other funds or assets of the Partnership.

**8.2 Net Revenue Amounts Subject to Metis Litigation Agreement.** For the period ending on the expiry of the term of the Metis Litigation Agreement, 25% of all Net Revenues (but not any Investment Income in respect thereof) received and held pursuant to Section 8.1 by the Partnership shall be subject to the terms of the Metis Litigation Agreement.

**8.3 Investment Moneys Held re: Metis Litigation.** For the period ending on the expiry of the term of the Metis Litigation Agreement, 25% of all Net Revenues (but not any Investment Income in respect thereof) received and held pursuant to Section 8.1 by the Partnership shall be invested only in Permitted Interim Investments.

**8.4 Investment Income on Moneys Held re: Metis Litigation.** Investment Income realized on the 25% of all Net Revenues received and held pursuant to Section 8.1 (including interest or other compensation paid or payable by the Province in respect thereof)



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shall be distributed to the Limited Partner in accordance with this Agreement. For greater certainty, such Investment Income shall not be subject to the terms of the Metis Litigation Agreement.

#### **ARTICLE 9 WIN CONTRIBUTION LITIGATION RECOVERIES**

**9.1 Sharing of Net Recoveries.** The Limited Partner acknowledges and agrees that any net recovery in respect of the Win Contribution Litigation (a "Net Recovery") in respect of any period of time shall, subject to (without duplication) Sections 11.4 and 11.6 of the Revenue Agreement, the Metis Litigation Agreement, the final, non-appealable judgment of the court in the MFN Claim, the final, non-appealable judgment of the court in the Win Contribution Litigation, and any resulting agreements or arrangements following a Net Recovery, to the extent possible, be directed to be paid to the Partnership for distribution to Mnjikaning and paid to the Other First Nations Partnership for sharing among the limited partners of the Other First Nations Partnership, in accordance with such arrangements as may be determined by agreement among the relevant First Nations or Affiliates thereof.

#### **ARTICLE 10 GENERAL PARTNER / MANAGEMENT OF THE PARTNERSHIP**

**10.1 Authority of the General Partner.** Except as otherwise provided herein, the General Partner is authorized to carry on the Business, with full power and authority to administer, manage, control and operate the Business, and has all power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying out the Business for and on behalf of and in the name of the Partnership. No Person dealing with the Partnership will be required to inquire into the authority of the General Partner to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for and on behalf of or in the name of the Partnership.

**10.2 Powers of General Partner.** Except as otherwise provided herein, and without limiting the generality of Section 10.1, the General Partner shall have the full power and authority, on behalf and in the name of the Partnership:

- (a) to enter into and to perform any agreement in connection with the Business, including the Revenue Arrangements;
- (b) to lease the Administrative Office premises;
- (c) to employ all Persons necessary for the conduct of the Business;
- (d) to prepare annual business plans and budgets for the Partnership, and quarterly updates thereof;

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- (e) to retain such legal counsel, experts, advisors or consultants as the General Partner shall consider appropriate and to rely upon the advice of such Persons;
- (f) to open and operate in the name of the Partnership any bank account and name the signing officers therefor;
- (g) to invest funds received by the Partnership in Permitted Interim Investments and Approved Investments;
- (h) to pay the Expenses of the Partnership;
- (i) to commence or defend any action or proceeding in connection with the Partnership;
- (j) to file returns and reports required by any governmental or like authority;
- (k) to maintain the Register; and
- (l) to do anything that is in furtherance of or incidental to the Business or that is provided for in this Agreement.

The General Partner will use its best efforts, in the conduct of the affairs of the Partnership, to put all suppliers and other Persons with whom the Partnership does business on notice that the Limited Partner is not liable for the obligations of the Partnership, and to include in all contracts entered into by the Partnership a notice or other provision to the effect that the Partnership is a limited partnership (which may be satisfied by contracting in the name of the Partnership as a limited partnership).

**10.3 Exercise of Powers and Discharge of Duties.** The General Partner will exercise its power and discharge its duties under this Agreement honestly, in good faith and in the best interests of the Partnership and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, but subject to the foregoing shall not be liable to the Limited Partner for any act, omission or error in judgment made in good faith.

**10.4 No Commingling of Partnership Assets.** The funds and assets of the Partnership shall not be commingled with the funds or assets of any other Person (including those of the General Partner).

**10.5 Conduct of Business – Limited Liability.** The General Partner will, at all times, conduct the business and affairs of the Partnership in such a manner that, so far as

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possible, the liability of a Limited Partner will be limited to the Capital Contribution from time to time in respect of the Unit held by the Limited Partner.

**10.6 No Fees of the General Partner.** The General Partner shall not be entitled to any fees as general partner of the Partnership.

**10.7 No Transfer or Encumbering of General Partner Unit.** The General Partner may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose of or subject to any charge, lien, security interest or other encumbrance all or any part of its General Partner Unit.

**ARTICLE 11  
REPORTING TO THE OTHER  
FIRST NATIONS PARTNERSHIP AND JOINT APPOINTEE**

**11.1 Limited Partner Reports and Information to the Partnership.** The Limited Partner shall:

- (a) within 120 days following the end of each Fiscal Year, deliver to the General Partner audited financial statements for the distributions and expenses during the Fiscal Year, which shall show the expenses by categories set forth in paragraph (e) of the definition of Approved Purposes and shall be substantially in the form of Schedule 11.1; and
- (b) within the periods provided for in the Revenue Agreement, comply with any requests for reports, documents or other information requested by the General Partner or by the Joint Appointee pursuant to the Revenue Agreement.

**11.2 Partnership Report to the Other First Nations Partnership.** The parties hereto acknowledge that the Partnership will enter into the Revenue Agreement and that, pursuant thereto, the Partnership will be obliged to deliver to the Other First Nations Partnership and the Joint Appointee in respect of each Fiscal Year within the periods specified therein, the following reports and information:

- (a) based upon a review of the financial statements, reports, documents and other information referred to in Section 11.1 above, a report substantially in the form of Schedule 11.2(a);
- (b) audited annual financial statements of the Partnership for its distributions and expenditures during that Fiscal Year;
- (c) unaudited quarterly financial statements of the Partnership for its distributions and expenditures during that quarter; and

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- (d) such other information as the Partnership may be required to provide pursuant to the Revenue Agreement.

**11.3 Limited Partner Default in Reporting or Other Obligations.** The Limited Partner acknowledges and agrees that:

- (a) in the event of any breach or non-compliance with its obligations under this Agreement (a "Default") by the Limited Partner, the Partnership shall be entitled (without limitation to the rights and remedies of the parties hereto):
  - (i) to give a notice (the "Default Notice") to the Limited Partner setting out a summary description of the Default; and
  - (ii) in the event that the Limited Partner shall not have cured such Default within 60 days of the Default Notice being given (or such shorter period as may be available under the Revenue Agreements, as stated in the Default Notice) to withhold the Transferred LP Amount until the Limited Partner has cured the Default or such other time as may be required or permitted and granted pursuant to the Revenue Agreement. (such remedy being referred to herein as a "Default-Induced Suspension of Distributions"); and
- (b) the Partnership may be obliged under the Revenue Agreement to exercise its rights and remedies in respect of a Default, including imposing a Default-Induced Suspension of Distributions, with or without the prior delivery of a Default Notice.

**11.4 Joint Appointee Investigation.** The Limited Partner acknowledges and agrees that:

- (a) the Joint Appointee appointed under the Revenue Agreement shall be permitted (i) to make reasonable enquiries of, and to request for inspection any relevant document from, the Partnership, (ii) to request the Partnership to request a relevant document or information from the Limited Partner if it has received funds from the Partnership for the preceding Fiscal Year, and (iii) if necessary, to request such documents or information directly from the Limited Partner;
- (b) if the Joint Appointee makes such a request of the Partnership pursuant to the Revenue Agreement, the Partnership shall be required to exercise its rights under this Agreement to make the request of the Limited Partner, and the Partnership shall be so entitled and the

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Limited Partner shall comply with such request promptly within the time period specified therefor in the Revenue Agreement;

- (c) refusal on the part of the Partnership or the Limited Partner to provide the documents referred to in this section, or to respond to the reasonable inquiries made by the Joint Appointee under the Revenue Agreement, in a timely way will constitute a violation of the Revenue Agreement for which a remedy may be sought by the Province under Article 9 of the Revenue Agreement; and
- (d) the Joint Appointee shall be entitled to report to the Province on its findings pursuant to Section 4.6 of the Revenue Agreement.

**11.5 Reports and Information Available to Members of Limited Partner.** The Limited Partner shall permit any persons who are members of Mnjikaning to examine copies of the financial statements, reports and other documents and information provided by the Limited Partner to the Partnership or the Joint Appointee pursuant to this Agreement, at such reasonable times and as often as may reasonably be requested by any such persons, and the Limited Partner shall answer any inquiries which such persons may make, fully and fairly and to the best of its ability.

## **ARTICLE 12 BOOKS AND RECORDS AND REPORTING TO PARTNERS**

### **12.1 Books and Records; Limited Partner Inspection Rights; Subject to Confidentiality Obligations.**

(1) The General Partner will keep and maintain full, complete and accurate books of account and records of the business of the Partnership. The Partnership books shall be kept at the principal office from time to time of the General Partner.

(2) During the existence of the Partnership and for a period of seven years thereafter, such books of account and records shall be made available for inspection by the Limited Partner or its duly authorized representatives and to individual band members of Mnjikaning during normal business hours at the principal office of the General Partner. The Limited Partner or its duly authorized representatives or individual band members of Mnjikaning may from time to time make reasonable requests for information regarding the Business and the Partnership, and the General Partner will answer any such requests fully, fairly and promptly, to the best of its ability. The representatives designated by the Limited Partner pursuant to this Section 12.1 may include accountants, lawyers, management consultants or others appointed by the Limited Partner to examine all or any aspect of the operations of the Partnership. All information obtained and opinions developed in the course of such examinations, inspections or inquiries shall be retained in strict confidence and not used or

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disclosed by the Limited Partner except in the interest of the Partnership or in the Limited Partner's enforcement of its rights hereunder.

(3) Subsection (2) shall be subject to the obligations of the Partnership, the General Partner and its Board of Directors from time to time pursuant to any confidentiality agreements with the Province, including the Revenue Agreement.

**12.2 Appointment of Auditors.** The General Partner will, on behalf of the Partnership, retain the Auditors to review and report to the Partners upon the financial statements of the Partnership for, and as at the end of, each Fiscal Year.

**12.3 Annual Report.** Within 120 days after the end of each Fiscal Year, the General Partner will forward to the Limited Partner an annual report in respect of such Fiscal Year containing:

- (i) financial statements of the Partnership as at the end of, and for, such Fiscal Year (prepared in accordance with the provisions of this Agreement and with Canadian generally accepted accounting principles), with comparative financial statements as at the end of, and for, the immediately preceding Fiscal Year containing: (A) a balance sheet; (B) a statement of income; (C) a statement of changes in financial position; and (D) a statement of Partner's equity;
- (ii) a report of the Auditor on such financial statements;
- (iii) a report on allocations and distributions to Partners; and
- (iv) such other information as in the opinion of the General Partner is material to the Business.

**12.4 Quarterly Reports.** Within 60 days after the end of each quarter of each Fiscal Year (except the last quarter), the General Partner will forward to the Limited Partner a report containing unaudited financial statements of the Partnership, a report on allocations and distributions to the Partners, and such other information as in the opinion of the General Partner is material to the Business.

**12.5 Accounting Policies.** The General Partner, provided that it acts reasonably in doing so, is authorized to establish, from time to time, accounting policies with respect to the financial statements of the Partnership and to change, from time to time, any policy that has been so established so long as such policies are consistent with the provisions of this Agreement and with Canadian generally accepted accounting principles.

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**ARTICLE 13  
PARTNERSHIP MEETINGS**

**13.1 Meetings of Partners.** The General Partner will, commencing in 2001, call an annual general meeting of Partners in each year for the purpose of reviewing the Business, receiving the annual report and related financial statements and information contemplated by Section 12.3 hereof and transacting such other business as may be properly contained in the notice calling the meeting. The General Partner may at any time and shall, upon receipt of a written request from the Limited Partner, call an extraordinary meeting of Partners. If the General Partner fails to call a meeting of the Partners within 30 days after receipt of such request from the Limited Partner, the Limited Partner may call such meeting in accordance with the terms hereof. All meetings of Partners shall be held in the Province of Ontario, but the Limited Partner shall not have any right, by virtue of any meeting, to take part in the control of the Business.

**13.2 Notice.** At least 10 days' notice of any meeting of Partners (but not more than 50 days' notice) shall be given to Partners, the Auditor, the non-voting observer appointed by the Other First Nations General Partner and the non-voting observer appointed by the Chiefs of Ontario stating the time and place of the meeting and sufficient information (including the subject matter, but not necessarily the text, of any resolution proposed to be passed at such meeting) to enable the Limited Partner to make a reasoned judgment on all matters which are to be the subject of a vote at such meeting.

**13.3 Chairman.** The President, or in his absence, any Vice-President, of the General Partner shall be the chairman of a meeting of Partners if present thereat, unless the Limited Partner chooses some other individual present at such meeting to be the chairman thereof. If neither the President nor any Vice-President of the General Partner is present at such meeting, the Limited Partner shall appoint a chairman for such meeting.

**13.4 Quorum.** Subject to Section 13.5, a quorum at a meeting of Partners shall consist of the Limited Partner as represented by a quorum of Mnjikaning Council present in person or by proxy.

**13.5 Adjourned Meetings.** If a quorum is not present at a meeting of Partners within 30 minutes after the time fixed for holding such meeting, such meeting shall be adjourned by the chairman of such meeting to a date not sooner than 10 and not later than 21 days after the date of such meeting determined by the General Partner at a time and place determined by the General Partner. At least seven days' notice of the adjourned meeting shall be given to Partners, the Auditors and the observers described in Section 13.2 and Section 13.2 shall apply to such notice, *mutatis mutandis*.

**13.6 Voting Rights of Limited Partner.** Subject to and as provided in Section 3.2, the Limited Partner shall be entitled to one vote on any poll taken at a meeting of Partners.

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**13.7 No Voting Rights of General Partner.** The General Partner will not be entitled to vote at any meeting of Partners.

**13.8 Attendance of Others.** Any officer or director of the General Partner, counsel for the General Partner, the Limited Partner or the Partnership, a representative of the Auditor, the non-voting observer appointed by the Other First Nations General Partner and the non-voting observer appointed by the Chiefs of Ontario may attend and, at the invitation of the chairman of the meeting, speak at any meeting of Partners.

**13.9 Voting.** Every question submitted to a meeting of Partners shall be decided on a show of hands unless a poll is demanded, in which case a poll shall be taken.

On any vote at a meeting of Partners, a declaration by the chairman of the meeting concerning the result of the vote shall be prima facie conclusive.

**13.10 Poll.** At a meeting of Partners, a poll requested or required shall be taken immediately.

**13.11 Written Resolutions in Lieu of Meeting.** A resolution in writing, signed by the Limited Partner, is valid as if passed at a meeting of the Partnership.

**13.12 Resolutions Binding.** A resolution passed in accordance with this Agreement shall be binding on all Partners and their respective heirs, executors, administrators, other legal representatives, successors and assigns.

**13.13 Attendance by Proxy and Voting:** A Partner may attend any meeting of Partners either personally or be represented thereat by a permitted proxy; and votes at meetings of Partners may be cast personally or by proxy. The Limited Partner may appoint as its proxy its Chief or any Councillor or other member of the Mnjikaning (other than a member who is a director or officer of the General Partner). The General Partner may appoint as its proxy any director or officer thereof. The instrument appointing a proxy shall be in writing under the hand of the appointee or its agent duly authorized in writing and such instrument shall cease to be valid one year after the date thereof.

**13.14 Validity of Proxies.** An instrument appointing a proxy purporting to be executed by or on behalf of a Partner shall be valid unless challenged at the time of or prior to its exercise and the Person challenging such instrument shall have the burden of proving to the satisfaction of the chairman of the meeting of Partners at which such instrument is proposed to be used that such instrument is invalid and any decision of the chairman of the meeting in respect of the validity of such instrument shall be final.

**13.15 Revocation of Proxy.** A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous insolvency or bankruptcy of the Partner giving the proxy or the revocation of the proxy unless written notice of such



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insolvency, bankruptcy or revocation shall have been received by the chairman of the meeting prior to the time such vote is cast.

**13.16 Form of Proxy.** An instrument of proxy, whether for a specified meeting of Partners or otherwise, shall as nearly as circumstances permit be in the following form:

I, \_\_\_\_\_, in the Province of Ontario being a Partner of Mnjikaning First Nation Limited Partnership hereby appoint \_\_\_\_\_ of \_\_\_\_\_ in the Province of Ontario as my proxy with full power of substitution to attend and vote for me and on my behalf at the meeting of Partners of Mnjikaning First Nation Limited Partnership, to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and any adjournment thereof. As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_

**13.17 Solicitation of Proxies.** Except for any solicitation of proxies by the Limited Partner, no Person shall solicit proxies in respect of a meeting of Partners unless the Person making the solicitation, concurrently with or prior thereto, delivers or sends an information circular to each Partner whose proxy is solicited. "Solicit" or "solicitation" includes any request for a proxy whether or not to revoke a proxy, and the sending or delivery of a form of proxy or other communication to a Partner under circumstances reasonably intended or calculated to result in the procurement, withholding or revocation of a proxy but does not include the sending or delivery of a form of proxy to a Partner in response to an unsolicited request made by or on behalf of such Partner. The information circular required hereunder shall conform mutatis mutandis, to the form and content prescribed for information circulars by or pursuant to the Securities Act (Ontario) or successor legislation; for such purposes: "management" shall mean the General Partner; "corporation" shall mean the Partnership; "director" or "senior officer" shall mean a director or senior officer of the General Partner; "equity share" or "share" shall mean Units; and "shareholder" shall mean the Limited Partner.

**13.18 Conduct of Meetings.** The rules and procedures for the conduct of a meeting of Partners not prescribed herein shall be determined by the meeting.

**13.19 Minutes.** The General Partner will cause minutes of all proceedings and resolutions at each meeting of Partners, and all consent resolutions of the Partners, to be made and entered in books to be kept for that purpose and such minutes, if signed by the chairman of the meeting or by the chairman of the next succeeding meeting, shall be prima facie conclusive of the matters stated in them and the meeting shall be deemed prima facie to have been duly convened and held and all proceedings and resolutions in them shall be prima facie deemed to have been duly passed and taken.

**13.20 Powers Exercisable by the Limited Partner.** In addition to all other powers conferred upon it by this Agreement, the Limited Partner may:

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- (a) admit a new General Partner to the Partnership in anticipation of a bankruptcy, insolvency, dissolution, liquidation or winding-up of the General Partner, such admission to become effective, in the case of the General Partner, only upon the actual bankruptcy, insolvency, dissolution, liquidation or winding-up of the General Partner;
- (b) waive any default on the part of the General Partner on such terms as it may determine and release it from any claims in respect thereof;
- (c) continue the Partnership if the Partnership is terminated by operation of applicable law;
- (d) agree to any compromise or arrangement by the Partnership with any creditor or creditors, or class or classes of creditors, or with the holders of any shares or securities of the General Partner;
- (e) require the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of the General Partner;
- (f) subject to Section 16.1, amend this Agreement; and
- (g) amend, modify, alter or repeal any resolution of the Limited Partner.

**ARTICLE 14  
STANDARD OF CARE; EXCULPATION**

**14.1 Standard of Care.** None of the General Partner, a Receiver acting pursuant to Article 15 or any director or officer of either of the foregoing (each a "Managing Person") shall be liable to the Partnership or to the Limited Partner for (a) any act or omission performed or omitted by such Managing Person, or for any costs, damages or liabilities arising therefrom, except to the extent that such costs, losses, damages or expenses are attributable to a breach of this Agreement or to an act or omission by such Managing Person constituting intentional misconduct, negligence or fraudulent conduct by such Managing Person, (b) any tax liability imposed on the Partnership or the Limited Partner, or (c) any losses due to any misconduct of any Managing Person or any brokers or other agents of the Partnership (whether or not such Persons are directly employed by the Managing Person) as long as such Managing Person, if responsible for the selection of such other Person, made such selection without negligence.

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**ARTICLE 15  
COMMENCEMENT, DURATION, EXTENSION AND DISSOLUTION OF  
PARTNERSHIP**

**15.1 Commencement of Term.** The Partnership was formed on the date first written above.

**15.2 Term of Partnership.** Subject to Section 15.4, the Partnership will wind up its activities on or before March 31, 2099, subject to any extension of that date, or any extended date, if approved by the Limited Partner.

**15.3 Events of Dissolution.** Subject to Section 15.4, the Partnership shall be dissolved on the earliest of:

- (a) the approval of such dissolution by the General Partner and the authorization of such dissolution by the Limited Partner; and
- (b) the expiration of its term (including any extensions approved in accordance with Section 15.2).

**15.4 Revenue Agreement.** The Partnership shall not be wound up or dissolved so long as the Revenue Agreement is in full force and effect, except with the written consent of the Province acting reasonably with a view solely to protecting its rights under the Revenue Agreement.

**15.5 Receiver.** On the dissolution of the Partnership, the Limited Partner shall appoint an independent Person as the receiver of the Partnership (the "Receiver").

**15.6 Liquidation of Assets.** The Receiver shall prepare or cause to be prepared a statement of financial position of the Partnership which shall be reported upon by the Auditor and a copy of which shall be forwarded to each Person who was shown on the Register as a Partner at the date of dissolution. The Receiver shall wind up the affairs of the Partnership and all property of the Partnership shall be liquidated in an orderly manner. The Receiver shall manage and operate the Partnership and shall have all the powers and authority of the General Partner under this Agreement. The Receiver shall be paid its reasonable fees and disbursements incurred in carrying out its duties as such.

**15.7 Distribution of Proceeds of Liquidation.** The Receiver shall distribute the net proceeds from liquidation of the Partnership as follows:

- (a) first, to pay the expenses of liquidation and the debts and liabilities of the Partnership to its creditors or to make due provision for payment thereof;

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- (b) second, to provide Accruals which the Receiver considers reasonable and necessary for any contingent or unforeseen liability or obligation of the Partnership which shall be paid to an escrow agent to be held for payment of liabilities or obligations of the Partnership; and
- (c) third, to the Partners in accordance with the provisions hereof relating to distributions of Net Cash.

**15.8 Negative Balance in Capital Account of General Partner.** Neither the Partnership nor the Limited Partner shall have a claim against the General Partner with respect to any negative (i.e. debit) balance in its Capital Account except to the extent the assets of the Partnership are insufficient to pay debts, liabilities and obligations of the Partnership pursuant to the provisions of paragraph 15.7(a).

**15.9 Return of Capital.** Except as provided in this Agreement, no Partner shall have the right to demand or receive a return of Capital in form other than cash, but nothing herein shall prohibit a return of Capital in a form other than cash.

**15.10 Termination of Partnership.** The Partnership shall terminate when all of its assets have been sold and the net proceeds therefrom, after payment of or due provision for the payment of all debts, liabilities and obligations of the Partnership to creditors, have been distributed as provided in this Article 15.

## **ARTICLE 16 AMENDMENTS**

### **16.1 Amendment with Approval of Limited Partner and General Partner.**

Except as provided in Section 3.2.2 and Section 3.2.3 of the Revenue Agreement, this Agreement may be amended in writing by the General Partner if such amendment is authorized by the Limited Partner and, in the case of any amendment that in any way adversely affects the rights of the General Partner, such amendment is approved by the General Partner; provided that such amendment, whether initiated by the General Partner or the Limited Partner, may not in any manner allow the Limited Partner to take part in the control of the Business.

**16.2 Change of Partners.** Except as provided in Section 3.2.2 and Section 3.2.3 of the Revenue Agreement but otherwise notwithstanding Section 16.1 hereof, this Agreement may be amended in writing by the General Partner, without notice to or consent of the Limited Partner, to reflect the admission, resignation or withdrawal of a Limited Partner, provided that any such admission, resignation or withdrawal is permitted by and effected in compliance with this Agreement and a copy of this Agreement as amended is immediately provided to the Limited Partner.

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**16.3 Amendment by General Partner.** Except as provided in Section 3.2.2 and Section 3.2.3 of the Revenue Agreement but otherwise notwithstanding Section 16.1 hereof, the General Partner may, without prior notice to or consent of the Limited Partner, amend this Agreement in writing: to cure any ambiguity or to correct or supplement any provision contained herein which, in the opinion of counsel for the Partnership, may be defective or inconsistent with any other provision hereof if, in the opinion of such counsel, such amendment does not and shall not in any way adversely affect the rights of the Limited Partner; provided that all Partners shall be notified of full details of any amendment to this Agreement under this Section 16.3, including a copy of this Agreement as so amended, within 30 days after the effective date of such amendment.

## ARTICLE 17 DISPUTES

**17.1 Notice of Concern.** In the event any dispute, claim, difference or question arises among any of the parties concerning the construction, meaning, effect or implementation of this Agreement that requires consideration (each a "concern"), any party may provide notice to the other party of same. The party receiving such notice shall have a reasonable period of time to consider and, if it believes fit, address the concern, such period not to exceed 45 days. If the concern is addressed to the reasonable satisfaction of the party giving the notice (as confirmed by such party in writing), the dispute shall be deemed to be cured and may not be the basis for further remedies hereunder.

**17.2 Good Faith Discussion.** If the concern is not addressed to the reasonable satisfaction of the party who provided notice of same, the parties to the notice shall consult in good faith to discuss the concern and possible remedial action which could take place to address it. This step shall be completed within 60 days unless the parties otherwise agree (in writing). If the concern is addressed to the reasonable satisfaction of the party who provided the notice (as confirmed by such party in writing), the dispute shall be deemed to be cured and may not be the basis for further remedies hereunder.

**17.3 Dispute Resolution.** In the event that an acceptable resolution of the concern is not achieved pursuant to the foregoing provisions, the concern shall be referred to a single arbitrator mutually agreed upon by the relevant parties or, failing agreement, an arbitrator appointed pursuant to the *Arbitration Act, 1991 (Ontario)* (hereinafter the "Arbitrator"). The arbitration shall be conducted at a time and place and in accordance with the procedure and rules to be determined by the Arbitrator. The decision of the Arbitrator will be final and binding on the relevant parties and no appeal will lie therefrom. The Arbitrator, as part of his or her award, shall award costs of the arbitration, in his or her discretion, having regard to the success achieved, the good faith of the Parties, the encouragement of good faith discussions to resolve concerns and other relevant factors.

**17.4 Remedy.** In the event that any party does not comply with any decision of the Arbitrator, then the other party may, in its discretion, take such steps as are reasonably

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necessary and proportionate to address the decision of the Arbitrator.

**17.5 Dispute Resolution Process in Revenue Agreement.** The dispute resolution process provided for in this Article 17 may not be used to prevent or delay the dispute resolution process provided for in Article 9 of the Revenue Agreement.

#### **ARTICLE 18 NOTICES**

**18.1 Notices.** Any notice, communication, payment or demand required or permitted to be given or made hereunder shall be sufficiently given or made for all purposes if delivered personally or transmitted by telecopy or fax to the party or to an officer of the party to whom the same is directed or if sent by ordinary first class mail within Canada, postage prepaid, addressed as follows: if to the General Partner, addressed to it at:

5884 Rama Road  
Rama, Ontario  
L0K 1T0

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

and if to the Limited Partner, to the address or fax number (if any) of the Limited Partner as it appears on the Register. Any such notice that is sent by mail shall be deemed to have been received on the third Business Day after the date on which the same was deposited in a regularly maintained receptacle for the deposit of mail, addressed and sent as aforesaid. In the event of any disruption, strike or interruption in the Canadian postal service after mailing, and prior to receipt or deemed receipt, such notice shall be deemed to have been received on the third Business Day following full resumption of the Canadian postal service. Any such notice that is given by personal delivery shall be deemed to have been received on the day of actual delivery thereof and any notice given by telecopy or fax shall be deemed to have been received on the first Business Day after the transmittal thereof. The Limited Partner may change its address or fax number by giving written notice of such change to the General Partner or the General Partner may change its address or fax number by giving such notice thereof to the Limited Partner. Accidental omission to give any notice or communication or to make any payment or demand required or permitted to be given or made hereunder to the Limited Partner shall not affect the validity of such notice, demand or communication.

#### **ARTICLE 19 MISCELLANEOUS**

**19.1 Gaming on Mnjikaning Territory.** The Limited Partner agrees that, to the extent that the Limited Partner conducts gaming activity on the Mnjikaning territory, such gaming activity will be conducted in accordance with applicable law.

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**19.2 Register of Limited Partner.** The Limited Partner at any time is the Limited Partner shown on the Register as holding a Limited Partner Unit at such time.

**19.3 Limited Partner not a General Partner.** If any provision of this Agreement has the effect of imposing upon the Limited Partner any of the liabilities or obligations of a general partner under the Act, such provision shall be of no force and effect.

**19.4 Further Assurances.** Each party hereto will, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement and the matters contemplated hereby that the other parties hereto may reasonably require, for the purposes of giving effect to this Agreement and the matters contemplated hereby.

**19.5 Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

**19.6 Severability.** Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement.

**19.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties 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 will promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

**19.8 Law of Interpretation.** This Agreement will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract. For greater certainty, nothing in this Agreement shall be, or be deemed to be, an acknowledgement, agreement or consent by any party that such party is governed by or subject to such laws or has attorned to either such jurisdiction except with respect to the determination and enforcement of such parties' rights under this Agreement.

**19.9 Successors; No Assigns.** This Agreement will enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. No party may

assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement.

**19.10 No Third Party Beneficiaries; Exception.**

- (1) Subject to subsection (2) and the Revenue Arrangements but notwithstanding any other provision of this Agreement, none of the rights or obligations hereunder of any party shall enure to the benefit of or be enforceable by or against any Person other than the parties and their respective successors and permitted assigns.
- (2) Subsection (1) shall not apply to Section 14.1 of this Agreement; Section 14.1 is intended to enure to the benefit of Managing Persons.

**DATED** as of the date and year first above written.

**GENERAL PARTNER:**

**MNJIKANING CHIPPEWAS  
GENERAL PARTNER INC.**

By: \_\_\_\_\_

**LIMITED PARTNER:**

**CHIPPEWAS OF MNJIKANING  
FIRST NATION**

By: \_\_\_\_\_

**● , pursuant to a duly  
authorized resolution of the  
Chief and Council**



## SCHEDULE 1.1A

## APPROVED INVESTMENTS

1. **Type of Investments.** Subject to the conditions set forth below, "Approved Investments" means the following types of investments:

- (a) bankers' acceptances;
- (b) bank certificates of deposit;
- (c) commercial paper;
- (d) medium term notes;
- (e) bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
- (f) corporate strip bonds;
- (g) deposits at a deposit-taking institution;
- (h) other short-term securities;
- (i) bonds, debentures or other evidences of indebtedness issued or guaranteed by a corporation that comply with clause 433(1)(k) of the *Insurance Act* (Ontario), a copy of which is attached hereto; and
- (j) securities that are listed and posted for trading on a stock exchange recognized by the Ontario Securities Commission and that comply with the requirements of either clause 433(1)(m) or (n), as the case may be, of the *Insurance Act* (Ontario), a copy of which is attached hereto.

2. **Excluded Investments.** For greater certainty, Approved Investments do not include the following:

- (a) shares, warrants or other equities other than those specified in Section 1(i) or (j) above;
- (b) derivatives, swaps, options or futures;
- (c) real property;
- (d) mortgages, including guaranteed mortgages;
- (e) gold certificates;
- (f) physical commodities; or
- (g) interests in loan syndications or loan participation.

3. **Liquidity.** To qualify as an Approved Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an "illiquid asset" means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holders' option.

4. **Diversification.** To qualify as an Approved Investment, an investment must not, immediately after purchase, have a market value which exceeds 25 percent of the market value of the relevant pool of funds and investments at the time of purchase.

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**5. Control.** To qualify as an Approved Investment, an investment in securities of an issuer must not exceed that number of securities which represents 10 percent or more of (i) the votes attaching to the outstanding voting securities of that issuer or (ii) the outstanding equity securities of that issuer. An investment made for the purposes of exercising control over or management of an issuer does not qualify as an Approved Investment.

**6. Rating.** The deemed rating (the "Rating") of any Approved Investment, if applicable, must be at least "A", determined in accordance with the next following section.

**7. Determination of Rating.** The Rating of any Approved Investment referred to in subsections 1(a) through (h) both inclusive will be established, at the time of the acquisition of such Approved Investment, as:

(a) "AAA" if the Approved Investment has the following rating or higher from two generally recognized credit rating agencies:

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

(b) "AA" if the Approved Investment has the following rating or higher (but excluding Approved Investments rated "AAA") from two credit rating agencies:

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

(c) "A" if the Approved Investment has the following rating or higher (but excluding Approved Investments rated "AA" or "AAA") from two credit

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rating agencies:

(A) Short Term	CBRS	A-2 high
	DBRS	R-2 high
	Moody's	P-2
	S&P	A-2
(B) Long Term	CBRS	B++ high
	DBRS	BBB high
	Moody's	Baa1
	S&P	BBB+

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

<u>Rating of Approved Investment</u>	<u>Minimum Percentage of Portfolio to be Comprised of Approved Investments having that Rating</u>
AAA	25 %
AA and AAA	50 %
A, AA and AAA	75%
Other	0%

9. **Canadian Dollars.** All Approved Investments acquired must be denominated in Canadian dollars.

10. **Investment Practices.** An investment which otherwise qualifies as an Approved Investment will not constitute an Approved Investment if one or more of the following investment practices are engaged in connection with the acquisition or disposition of the Approved Investment:

- (a) the borrowing of money;
- (b) the purchase of securities on margin;
- (c) the sale of securities short;
- (d) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;
- (e) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm's length in connection with the transaction; or
- (f) the engagement in the business of underwriting or marketing to the public.

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Extract from the *Insurance Act* (Ontario):

"433. (1) An insurer may invest its funds or any portion thereof in,

...  
**debentures**

- (k) the bonds, debentures or other evidences of indebtedness issued or guaranteed by,
  - (i) a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by clause (m) or (n), or
  - (ii) a corporation if its earnings in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least 1 ½ times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it, other than indebtedness classified as a current liability in its balance sheet, and, if the corporation at the date of investment owns directly or indirectly more than 50 per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the corporation shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation, and, for the purpose of this subclause, "earnings" means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability;

...  
**preferred shares**

- (m) the preferred shares of a corporation if,
  - (i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or
  - (ii) the common shares of the corporation are, at the date of investment, authorized as investments by clause (n);

**common shares**

- (n) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either,
  - (i) paid a dividend in each such year upon its common shares, or
  - (ii) had earnings in each such year available for the payment of a dividend upon its common shares,

of at least 4 per cent of the average value at which the shares were carried in the

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capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;"

**SCHEDULE 1.1B****(FORM) OF GENERAL PARTNER UNIT CERTIFICATE****MNJIKANING FIRST NATION LIMITED PARTNERSHIP****(a limited partnership formed under the laws of the Province of Ontario)**


---

Reference is made to the limited partnership agreement among Mnjikaning Chippewas General Partner Inc. and Chippewas of Mnjikaning First Nation, dated April 1, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

This is to certify that Mnjikaning Chippewas General Partner Inc. is the registered holder of one (1) General Partner Unit in Mnjikaning First Nation Limited Partnership.

**The rights of a holder of a General Partner Unit are governed by the Limited Partnership Agreement. The General Partner Unit represented by this Certificate may not be sold, pledged or otherwise transferred or encumbered.**

This Certificate is not valid unless manually signed by an authorized representative of the General Partner.

IN WITNESS WHEREOF, Mnjikaning Chippewas General Partner Inc., the General Partner, has caused this Certificate to be signed by its duly authorized officer.

Date: \_\_\_\_\_

**MNJIKANING CHIPPEWAS  
GENERAL PARTNER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1.1C**

**(FORM) OF LIMITED PARTNER UNIT CERTIFICATE**

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

**(a limited partnership formed under the laws of the Province of Ontario)**

---

Reference is made to the limited partnership agreement among Mnjikaning Chippewas General Partner Inc. and Chippewas of Mnjikaning First Nation, dated April 1, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

This is to certify that Chippewas of Mnjikaning First Nation is the registered holder of one (1) Limited Partner Unit in Mnjikaning First Nation Limited Partnership.

The rights of a holder of a Limited Partner Unit are governed by the Limited Partnership Agreement. The Limited Partner Unit represented by this Certificate may not be sold (except to the Partnership in accordance with the Limited Partnership Agreement), pledged or otherwise transferred or encumbered.

This Certificate is not valid unless manually signed by an authorized representative of the General Partner.

IN WITNESS WHEREOF, Mnjikaning Chippewas General Partner Inc., the General Partner, has caused this Certificate to be signed by its duly authorized officer.

Date: \_\_\_\_\_

**MNJIKANING CHIPPEWAS  
GENERAL PARTNER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1.1D****PERMITTED INTERIM INVESTMENTS**

**1. Type of Investments.** Subject to the conditions set forth below, "Permitted Interim Investments" means the following types of investments:

- (a) bankers' acceptances;
- (b) bank certificates of deposit;
- (c) commercial paper;
- (e) medium term notes;
- (d) bonds and notes issued or guaranteed by the federal Government of Canada or the provincial government of any of the provinces of Canada;
- (f) corporate strip bonds;
- (g) deposits at a deposit-taking institution; and
- (h) other short-term securities.

**2. Excluded Investments.** For greater certainty, Permitted Interim Investments do not include the following:

- (a) shares, warrants or other equities;
- (b) convertible debt securities;
- (c) derivatives, swaps, options or futures;
- (d) real property;
- (e) mortgages, including guaranteed mortgages;
- (f) gold certificates;
- (g) physical commodities; or
- (h) interests in loan syndications or loan participation.

**3. Liquidity.** To qualify as a Permitted Interim Investment, an investment must not constitute an illiquid asset. For the purposes of this Schedule, an "illiquid asset" means a portfolio asset that cannot be readily disposed of through market facilities or readily redeemed by the issuer at the holder's option.

**4. Term.** To qualify as a Permitted Interim Investment, an investment must, at the date of its acquisition, have a remaining term to maturity of not greater than the lesser of: (a) 366 days; and (b) the General Partner's good faith estimate of the date for release of funds referred to in the Metis Litigation Agreement.

**6. Rating.** The deemed rating (the "Rating") of any Permitted Interim Investment, if applicable, must be at least "AA", determined in accordance with the next following section.

**7. Determination of Rating.** The Rating of any Permitted Interim Investment will be established, at the time of the acquisition of such Permitted Interim Investment, as:



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(a) "AAA" if the Permitted Interim Investment has the following rating or higher from two generally recognized credit rating agencies:

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

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

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

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

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

9. **Canadian Dollars.** All Permitted Interim Investments acquired must be denominated in Canadian dollars.

10. **Investment Practices.** An investment which otherwise qualifies as a Permitted

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**Interim Investment will not constitute a Permitted Interim Investment if one or more of the following investment practices are engaged in connection with the acquisition or disposition of the Permitted Interim Investment:**

- (a) the borrowing of money;**
- (b) the purchase of a security that by its terms may require a contribution in addition to the payment of the purchase price;**
- (c) the purchase of securities other than through market facilities through which such securities are normally bought and sold, unless the purchase price approximates the prevailing market price or the parties are at arm's length in connection with the transaction; or**
- (d) the engagement in the business of underwriting or marketing to the public.**

**SCHEDULE 1.1E**  
**(FORM) OF SUBSCRIPTION AGREEMENT**  
**SUBSCRIPTION AGREEMENT FOR LIMITED PARTNER**

**TO: Mnjikaning First Nation Limited Partnership**

**- and -**

**Mnjikaning Chippewas General Partner Inc.**

Reference is made to the limited partnership agreement among Mnjikaning Chippewas General Partner Inc. and Chippewas of Mnjikaning First Nation, dated April 1, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

1. The undersigned hereby subscribes for one (1) Limited Partner Unit of the Partnership on the terms and conditions of the Limited Partnership Agreement.
2. This subscription may be accepted and will be binding on the undersigned only if it has been accepted by the General Partner. The undersigned acknowledges that participation in the Partnership is subject to acceptance of this subscription by the General Partner and to certain other conditions set forth in the Limited Partnership Agreement.
3. The undersigned, desiring to subscribe for one (1) Limited Partner Unit and to be bound by the Limited Partnership Agreement, hereby acknowledges that the undersigned has received, reviewed and fully understands the Limited Partnership Agreement. The undersigned hereby agrees to be bound as a party to the Limited Partnership Agreement.
4. The undersigned hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as the undersigned's agent and true and lawful attorney to act on its behalf with full power and authority in its name, place and stead to execute, swear to, acknowledge, deliver and record or file as and where required:
  - (a) the Declaration, any amendment to this Agreement or the Declaration and any other instrument required to qualify, continue and keep in good standing the Partnership as a limited partnership, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or lease property in order to maintain the limited liability of the Limited Partner and to comply with the applicable law of such jurisdiction;

- 2 -

- (b) any instrument, and any amendment to the Declaration, necessary to reflect any amendment to this Agreement;
- (c) any instrument required to record, with any governmental or regulatory authority, the dissolution and termination of the Partnership; and
- (d) any instrument required in connection with any election that may be made under fiscal legislation in any jurisdiction in which the Partnership is carrying on business or where a Limited Partner resides.

The power of attorney granted herein: is irrevocable; is a power coupled with an interest; extends to the administrators and other legal representatives and successors and assigns of such Limited Partner; and may be exercised by the General Partner on behalf of the Limited Partner in executing any such instruments with a single signature as attorney and agent for all of them. The Limited Partner agrees to be bound by a representation or action made or taken by the General Partner pursuant to such power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney, provided that the General Partner does not incur any liability on behalf of, or take any action which may result in any liability to, the Limited Partner.

- 5. The undersigned hereby ratifies and confirms the agreements entered into by the General Partner in the name of the Partnership.
- 6. This subscription is governed by the laws of the Province of Ontario.

DATED at \_\_\_\_\_, in the \_\_\_\_\_, this \_\_ day of \_\_\_\_\_, 2000.

**CHIPPEWAS OF MNJIKANING  
FIRST NATION**

By: \_\_\_\_\_  
● , pursuant to a duly authorized  
resolution of the Chief and  
Council

This subscription is hereby accepted by Mnjikaning Chippewas General Partner Inc.  
on behalf of the Partnership on the \_\_ day of \_\_\_\_\_, 2000.

**MNJIKANING FIRST NATION  
LIMITED PARTNERSHIP, by its  
General Partner, Mnjikaning**

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**Chippewas General Partner Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

---

**SUBSCRIPTION AGREEMENT FOR GENERAL PARTNER**

**TO: Mnjikaning First Nation Limited Partnership**

Reference is made to the limited partnership agreement among Mnjikaning Chippewas General Partner Inc. and Chippewas of Mnjikaning First Nation, dated April 1, 2000, as amended from time to time (the "Limited Partnership Agreement"). Capitalized terms used herein shall have the meanings respectively ascribed thereto in the Limited Partnership Agreement.

1. The undersigned hereby subscribes for one (1) General Partner Unit of the Partnership on the terms and conditions of the Limited Partnership Agreement.
2. This subscription may be accepted and will be binding on the undersigned only if it has been accepted by the General Partner. The undersigned acknowledges that participation in the Partnership is subject to acceptance of this subscription by the General Partner and to certain other conditions set forth in the Limited Partnership Agreement.
3. The undersigned, desiring to subscribe for one (1) General Partner Unit and to be bound by the Limited Partnership Agreement, hereby acknowledges that the undersigned has received, reviewed and fully understands the Limited Partnership Agreement. The undersigned hereby agrees to be bound as a party to the Limited Partnership Agreement.
4. The undersigned hereby ratifies and confirms the agreements entered into by the General Partner in the name of the Partnership.
5. This subscription is governed by the laws of the Province of Ontario.

DATED at \_\_\_\_, in the \_\_\_\_\_, this \_\_ day of \_\_\_\_\_, 2000.

**MNJIKANING CHIPPEWAS**

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**GENERAL PARTNER INC.**

By: \_\_\_\_\_  
Authorized Officer

This subscription is hereby accepted by Mnjikaning Chippewas General Partner Inc.  
on behalf of the Partnership on the \_\_ day of \_\_\_\_\_, 2000.

**MNJIKANING FIRST NATION  
LIMITED PARTNERSHIP, by its  
General Partner, Mnjikaning  
Chippewas General Partner Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 11.1**

**(FORM OF) LIMITED PARTNER REPORT ON DISTRIBUTIONS AND EXPENSES**

**TO: MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

**RE: Audited Financial Statements and Expenses by Category**

The undersigned confirms that it received from Mnjikaning First Nation Limited Partnership distributions totalling \$\_\_\_\_\_ for the fiscal year ending March 31, \_\_\_\_\_.

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

- 1. Direct expenditures:
  - (a) for the purposes of creating a competitive advantage for the Complex as a destination resort: \$\_\_\_\_\_
  - (b) developments, facilities and services: \$\_\_\_\_\_
- 2. Expenditures in respect of:
  - (a) economic, community and cultural development \$\_\_\_\_\_
  - (b) health, education, training and other similar services \$\_\_\_\_\_
  - (c) infrastructure \$\_\_\_\_\_

**CHIPPEWAS OF MNJIKANING FIRST NATION**

By: \_\_\_\_\_  
 Name:  
 Title:

Date: \_\_\_\_\_

## SCHEDULE 11.2(a)

(FORM) OF PARTNERSHIP REPORT  
TO OTHER FIRST NATIONS PARTNERSHIP

**TO: ONTARIO GAMING SECRETARIAT**  
**AND TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

The undersigned confirms that it received from Ontario Lottery and Gaming Corporation distributions totalling \$\_\_\_\_\_ for the fiscal year ending March 31, .  
\_\_\_\_\_.

We received audited financial statements for the year end from Chippewas of Mnjikaning First Nation.

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

1. Direct expenditures:
  - (a) for the purposes of creating a competitive advantage for the Complex as a destination resort: \$ \_\_\_\_\_
  - (b) developments, facilities and services: \$ \_\_\_\_\_
2. Expenditures in respect of:
  - (a) economic, community and cultural development \$ \_\_\_\_\_
  - (b) health, education, training and other similar services \$ \_\_\_\_\_
  - (c) infrastructure \$ \_\_\_\_\_

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP, by its General Partner, Mnjikaning Chippewas General Partner Inc.**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_



**Schedule M****FORM OF CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** (the "**Agreement**") dated , \_\_\_\_\_ 2000,

**AMONG:**

[Ontario First Nations General Partner Inc. / or / Mnjikaning  
Chippewas General Partner Inc. -- select one]  
(the "Corporation")

- and -

[Ontario First Nations Limited Partnership / or / Mnjikaning  
First Nation Limited Partnership -- select one]  
(the "Partnership")

- and -

(the "Director")

**WHEREAS** the Director has been elected as a director of the Corporation and the Director has consented to act in such capacity.

**AND WHEREAS** Her Majesty the Queen in Right of Ontario (the "**Province**"), Ontario Lottery and Gaming Corporation ("**OLGC**"), Ontario First Nations Limited Partnership and Mnjikaning First Nation Limited Partnership (collectively referred to as the "**Parties**" and individually a "**Party**") entered into the Casino Rama Revenue Agreement dated June , 2000 (the "**Revenue Agreement**").

**AND WHEREAS** the Revenue Agreement contemplates the Director entering into this confidentiality agreement with the Corporation and the Partnership.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Director hereby covenants and agrees as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:

"**Confidential Information**" means trade secrets, scientific, technical, commercial, financial, labour relations, legal and other information supplied in confidence to the Corporation, the Partnership or the Director from time to time by any Party to the Revenue Agreement or by any legal, financial or other advisors to the Corporation or the Partnership, and any analyses, compilations, studies, memoranda, notes or other documents, materials, computer data or writings that contain or otherwise reflect a review of any such information, and any copies, extracts or reproductions, in whole or in part, of any of the foregoing, whether in written or other form, including, without limitation, all information provided in confidence by OLGC to the Corporation, the Partnership and/or the Director pursuant to Article 2 of the Revenue Agreement in accordance with Section 12.1 thereof; but does not include information which is or becomes generally available to the public other than as a result of disclosure by or through the Director or information that is or becomes available to the Corporation, the Partnership and/or the Director on a non-confidential basis provided that the source of such information is not known by the Director to be prohibited from disclosing such information to the Director by a contractual, fiduciary or other legal obligation to any of the Parties.

"**Governmental Authority**" means any government, parliament, legislature, regulatory authority, agency, commission, board, court or instrumentality of Canada or any province thereof having jurisdiction.

"**Ontario First Nation**" has the meaning ascribed to it in the Revenue Agreement.

"**person**" includes an individual, corporation, partnership, firm, trust, joint venture, association, unincorporated organization, body corporate, personal representative, cooperative association, Governmental Authority or an Ontario First Nation.

"**Revenue Arrangements**" means the Revenue Agreement and the Metis Litigation Agreement, the MFN Limited Partnership Agreement, the OFN Limited Partnership Agreement and the Shareholders Agreement (all as defined in the Revenue Agreement).

Any word importing gender shall include all genders.

2. **Covenants of the Director.**

2.1 *Confidential Information to be Kept in Strict Confidence.* Subject to this Section 2, the Director shall keep in strict confidence all Confidential Information disclosed to him.

## 2.2 Permitted Uses of Confidential Information.

(1) The Director shall be entitled, in accordance with a resolution of the board of directors of the Corporation, to make Confidential Information available to such directors, officers, employees, advisors and consultants (collectively "Personnel") of or to the Corporation or the Partnership as require same in order for the Corporation and the Partnership to determine and/or perform its obligations, determine and/or enforce its rights or otherwise use such Confidential Information in accordance with the Revenue Arrangements, provided that, prior to disclosing such Confidential Information, the Director shall take reasonable precautions to ensure that such Personnel are informed of the confidential nature of such information and are bound by confidentiality obligations substantially similar to those set out herein.

(2) The Director shall be entitled to disclose Confidential Information to the extent the Director is required by applicable law or by any Governmental Authority pursuant to applicable law, but the Director shall promptly advise the Corporation in advance of the existence, terms and circumstances surrounding any such required disclosure by the Director, consult with the Corporation on the advisability of taking legally available steps to resist or narrow or lawfully avoid the requirement, and, provided the Corporation bears the costs thereof, take all necessary steps to seek a protective order or other appropriate remedy.

2.3 *Prohibited Use of Confidential Information.* The Director shall not use the Confidential Information or any portion thereof for the Director's own benefit or for the benefit of any person other than the Corporation and the Partnership.

2.4 *Return of Confidential Information.* Upon termination of the Director's term as a director of the Corporation, or at any time the Corporation or the Partnership may so request, the Director shall promptly deliver to the Corporation all documentation and materials and copies thereof containing Confidential Information therein in tangible and intangible form which the Director may then possess or have under his control.

3. **Ownership of the Confidential Information.** The Director hereby acknowledges that he has, and shall acquire, no right, title or interest in or to any Confidential Information.

## 4. Remedies.

4.1 *Equitable Relief.* The Director acknowledges that in the event that the Director breaches any of his obligations hereunder, the Partnership and the Corporation will suffer permanent and irreparable harm to their respective business interests, and that a remedy in damages for any such breach will be inadequate. Without limiting the generality of the foregoing, the Director further acknowledges (a) having reviewed and understanding the Revenue Arrangements, and (b) that any breach by the Director of his obligations under this Agreement shall, pursuant to section 2.14.1 of the Revenue Agreement, be deemed to be a breach of the Revenue Agreement by the Partnership, and may constitute a breach by the Corporation and/or the Partnership of other Revenue Arrangements and/or any other obligations of the Corporation and/or the Partnership. Accordingly, in the event of any such breach, actual or anticipated, the Partnership and/or the Corporation shall be entitled to apply for and to receive, with or without notice to the Director, an interim, interlocutory or permanent injunction to halt or restrain the breach or mandatory order to comply with the terms hereof without the necessity of proving actual damage to the Partnership or the Corporation, and to obtain all such other legal and equitable relief as may be available from a court of competent jurisdiction. The rights of the Corporation and the Partnership to such injunctions or mandatory order shall not be construed to prevent such parties from pursuing, either consecutively or concurrently, any and all other legal or equitable remedies available to them for such breach or threatened breach, including the recovery of monetary damages.

4.2 *Liability for Damages.* Notwithstanding anything to the contrary contained hereunder, under no circumstances shall the Director be liable to the Partnership and/or the Corporation for any non-compensatory monetary awards in respect of this Agreement.

4.3 *Termination from Board of Directors, Offices, Employment.* The Director agrees that in the event that he breaches any of his obligations hereunder, the Corporation and the Partnership shall be entitled to cause his immediate removal from the board of directors of the Corporation and to terminate him for cause from any offices and/or employment with the Corporation or the Partnership. This Agreement shall survive any such removal and termination, and shall continue in force for a period of 20 years following the date on which the Director ceases to be a director of the Corporation.

## 5. General.

5.1 *Non-Derogation from Director's Duties.* This Agreement is without limitation to any other duties and/or obligations owed by the Director to the Corporation and/or the Partnership, whether by separate agreement or under applicable law.

5.2 *Amendments, Modifications.* No modification or amendment to this Agreement shall be binding upon the parties hereto unless made in writing and signed by all of the parties hereto.

5.3 *Waivers.* No failure by either 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 hereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or 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 full force and effect with respect to any other then-existing or subsequent breach thereof.

5.4 *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.

5.5 *Law of Interpretation.* This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.6 *Successors and Assigns.* This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, estate trustees, administrators, successors and permitted assigns. This Agreement may not be assigned by the Director.

5.7 *No Third Parties.* Notwithstanding any other provision of this Agreement, none of the rights or obligations hereunder of any party hereto shall enure to the benefit of or be enforceable by or against any person other than the parties hereto and their respective successors and permitted assigns.

6. **Independent Legal Advice.** THE DIRECTOR ACKNOWLEDGES THAT HE HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT AND TO SEEK INDEPENDENT LEGAL ADVICE CONCERNING THE INTERPRETATION AND EFFECT OF THIS AGREEMENT. THE DIRECTOR UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE DIRECTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**IN WITNESS WHEREOF** the parties hereto execute this Agreement as of the date first written above.

[NAME OF GENERAL PARTNER]

By: \_\_\_\_\_  
Name:

Title:  
**[NAME OF LIMITED PARTNERSHIP]**  
by its general partner [NAME OF GENERAL PARTNER]

By: \_\_\_\_\_  
Name:  
Title:

DIRECTOR:

\_\_\_\_\_  
Witness Name:

\_\_\_\_\_/s  
Name of Director:

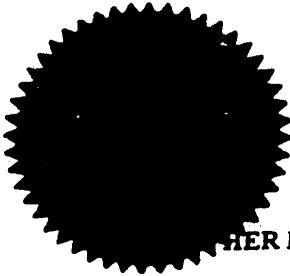
**Schedule N**

**STATEMENT OF CLAIM**

Court file No. 98-CV-152417

ONTARIO COURT (GENERAL DIVISION)

BETWEEN:



CHIEFS OF ONTARIO

Plaintiff

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18a prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in the court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date: July 30, 1993

Issued by: *L. Miranda*  
Local Registrar

**Address of Court Office:**

**393 University Avenue  
Toronto, Ontario  
M5G-1E6**

**TO : Ministry of the Attorney General  
Crown Law Office - Civil  
8<sup>th</sup> floor  
720 Bay street  
Toronto, Ontario  
M5G 2K1**

**CLAIM**

1. **The plaintiff claims :**
  - a) **a declaration that the agreement between Ontario First Nations and the defendant Ontario with regard to the distribution of revenues from Casino Rama is lawful and binding on the defendant Ontario;**
  - b) **a declaration that the purported confiscation by the defendant Ontario of twenty percent (20%) of gross revenues from Casino Rama is unlawful;**
  - c) **general damages in the amount of \$1,000,000,000.00;**
  - d) **special damages in the amount of \$100,000,000.00;**
  - e) **punitive, exemplary, and aggravated damages in the amount of \$200,000,000.00;**
  - f) **prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;**
  - g) **postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;**

- h) costs on a solicitor and client scale, together with the applicable Goods and Service Tax (GST) in accordance with the *Excise Tax Act*, S.C. 1990, c. 45; and,
- i) such further and other relief as this Honourable Court shall deem just.

**Description of the Plaintiff**

2. The Chiefs of Ontario is a non-profit organization, incorporated pursuant to the laws of Ontario in or about 1976. In accordance with resolutions and other forms of mandate, the plaintiff represents the political and other interests of all one hundred and thirty-four (134) First Nations in Ontario.

3. The term "First Nations" herein denotes those Indian communities which have band and/or reserve status under the *Indian Act*, R.S.C. 1985, c. I-5, or which are seeking such status with the assistance of the plaintiff or a related First Nation organization. The 134 First Nations affiliated with the plaintiff are listed in Schedule "A" to this Statement of Claim.

**Description of the Defendant**

4. The defendant is the province of Ontario, designated as "Her Majesty the Queen in right of Ontario" in accordance with section 9 of the *Proceedings Against the Crown Act*, R.S.O. 1990, c. P.27.



5. The plaintiff says that the following agencies and ministries of the defendant, among others, were directly or indirectly involved in the circumstances described in this Statement of Claim: (1) Ministry of Consumer and Commercial Relations; (2) Ministry of Finance; (3) Ministry of the Attorney General; (4) Secretariat or Ministry responsible for Native Affairs; and, (5) Ministry of Economic Development, Trade, and Tourism. The defendant is responsible in law for the actions and inactions of these ministries and agencies.

#### Facts

6. On or about August 6, 1991 the First Nations of Ontario and the defendant Ontario signed a document known as the "Statement of Political Relationship" (hereinafter the "SPR"). The SPR formally recognized the inherent right to self-determination of the First Nations of Ontario, committing the province to the articulation, exercise, and implementation of the right. The SPR also recognized the government-to-government relationship which exists between First Nations and the defendant Ontario. The SPR has not been terminated or amended.

7. Under section 206 of the *Criminal Code*, R.S.C. 1985, c. C-46, it is an offence for anyone to engage in lotteries and games of chance. Section 207 specifies exceptions to the general prohibition, including the authority of a province to issue gaming licences for charitable and other purposes.

8. In or about 1991, commercial gaming operators faced numerous criminal charges. Municipalities throughout Ontario expressed concern over the perceived lack of control over the commercial gaming sector and the possibility of increased fraud, racketeering and

## 6.

theft of monies intended for charities. Furthermore, there was concern over the perceived growth of unlicensed gambling, including gambling on *Indian Act* reserves.

9. In the budget of April of 1992, the defendant Ontario announced plans to implement large-scale commercial casino gambling in Ontario. This was to unfold under the delegated authority contained within paragraph 207(1)(a) of the *Criminal Code*. The defendant Ontario indicated that implementation would occur in a careful and controlled manner, using pilot projects.

10. In or about 1992, the Ontario Legislature enacted the *Gambling Control Act*. The principal objective of the statute was to regulate the gaming industry in Ontario.

11. In or about 1993, the Ontario Legislature enacted the *Ontario Casino Corporation Act*, establishing the Ontario Casino Corporation (hereinafter the "OCC"). The mandate of the OCC was to establish casinos in Ontario as a tool for economic development.

12. Beginning in or about 1991, and throughout the period when the defendant Ontario was developing its regulatory scheme for the gaming industry, numerous First Nations approached the defendant seeking clarification of the authority of First Nations governments over gaming on First Nation territory. The plaintiff says that such approaches were consistent with the spirit and intent of the SPR.

13. The first casino pilot project approved by the defendant was sited in Windsor. Under the operating agreement for the Windsor Casino, Ontario received 20% of the gross revenue (after the winnings of players) as a "win tax", plus any net revenue.

14. In or about 1992, responding to the approaches of First Nations to clarify control over gaming activities on-reserve for the benefit of First Nation citizens, the defendant agreed to participate in government-to-government discussions regarding First Nation involvement in the gaming industry.

15. In or about 1993, the defendant Ontario and First Nations affiliated with the plaintiff agreed to establish a provincially licensed commercial casino on a First Nation *Indian Act* reserve. It was agreed that the First Nation casino pilot project would differ from the Windsor pilot in that all available proceeds (the 20% of gross revenue and any net revenues) from the First Nation casino would flow exclusively to First Nations.

16. In agreeing to commit all available revenues from the First Nation Casino to First Nations, the plaintiff says that the defendant was motivated by several factors, including the following: (1) a desire to implement the SPR; (2) a desire to partially remedy the deplorable social and economic conditions on many reserves; (3) recognition that many general provincial programs are not available on reserve; and, (4) a desire to inhibit unlicensed gaming activity on reserve. The plaintiff says there was substantial consideration for the commitment of the defendant to flow all revenues to First Nations.

17. Extensive discussions were conducted throughout 1993 involving representatives of First Nations and the defendant. Issues under discussion included, but were not limited to, the selection of a single First Nation reserve site, financing, the division of the revenues among First Nations, and the management of the casino. All discussions were predicated on the specific understanding that all available revenue (20% of the gross revenue and any net revenue) from the First Nation casino would flow exclusively to First Nations. The plaintiff says that First Nations relied on this understanding.

18. Site selection meetings involving numerous First Nation representatives took place in or about the spring and summer of 1993. One result of these discussions was the settling of site selection criteria for the First Nation Casino. The plaintiff says that the defendant agreed to the site selection criteria.

19. The site selection criteria included the following points, among others: market conditions, infrastructure, tourism potential, and the likely social and economic impacts of the casino on the host First Nation. The site selection criteria were based on the agreement that all available revenues from the First Nation casino would flow exclusively to First Nations.

20. In or about February of 1994, the defendant Ontario established an independent and impartial selection committee, composed of four persons. The mandate of the committee was to select the host First Nation for the First Nation casino, in accordance with the agreed site selection criteria.

21. By late February of 1994, approximately fourteen (14) proposals had been submitted to the selection committee by First Nations or groups of First Nations. All applicant First Nations relied on the agreement with the defendant that all available casino revenues would flow exclusively to First Nations. This reliance was reflected in the revenue distribution formulas contained in all proposals.

22. The plaintiff says that many First Nations in Ontario did not submit proposals in reliance on the revenue allocation agreement with the defendant. First Nations understood that they would benefit from all available casino revenues, regardless of the precise on-reserve location of the casino. The plaintiff says that the defendant had specific knowledge

of the understanding and reliance of First Nations.

23. On or about April 26, 1994, senior representatives of the defendant (including ministers) met with senior First Nation representatives (including Grand Chiefs of Treaty organizations) in order to discuss key casino issues. Among other things, the defendant confirmed that it would recognize a First Nation fund with a mandate to administer all revenues from the casino for the benefit of First Nations.

24. At the same April 26, 1994, meeting, the defendant confirmed the agreement that the First Nation casino, unlike the Windsor pilot, would not be used as a source of revenue for the defendant. The defendant would only benefit indirectly from the on-reserve casino; for example, through the income taxation of non-Indian casino employees, and through the expansion of the local economy in the area of the host First Nation.

25. At the same April 26, 1994, meeting and at other times, the defendant specifically agreed that it would only draw from the operating revenues of the casino in order to recover its actual costs (if any) in assisting with the establishment of the First Nation casino.

26. At the same April 26, 1994, meeting and at other times, the defendant specifically agreed that its position on the First Nation casino was "revenue neutral". In other words, all available revenues (20% of the gross revenue and any net revenue) would flow exclusively to First Nations.

27. In or about December of 1994, the site selection process was concluded. The Chippewas of Rama First Nation (also known as the Mnjikaning First Nation) was selected as the site for the First Nation casino in Ontario. The successful proposal specifically relied

on the understanding that all available revenues would flow exclusively to First Nations. In particular, the proposal contained a distribution formula that allocated all available revenues to Rama and other First Nations.

28. The Rama First Nation has an approximate on-reserve population of 440 status Indian band members. Rama is approximately 12 kilometers outside Orillia.

29. In or about May of 1995, the Rama First Nation, in conjunction with the Ontario Casino Corporation (OCC), issued a request for proposals (RFP) for the design, construction, and operation of the First Nations casino on the Rama reserve. The plaintiff says that the OCC is wholly controlled by the defendant.

30. A new provincial government was elected in or about June of 1995.

31. The defendant oversaw the tendering process pursuant to which the operator of casino Rama was selected. The RFP document, which governed the bidding process, noted the agreement that all available revenues (20% of the gross revenue and any net revenue) from the casino would flow exclusively to the First Nations of Ontario. The RFP also noted the understanding of the defendant and First Nations that the on-reserve casino was a tangible manifestation or implementation of the Statement of Political Relationship of 1991.

32. On or about October 11, 1995, CHC Casino Canada Limited was selected as the operator of the First Nation casino on the Rama First Nation reserve.

33. In or about 1995, Rama approved a leasing agreement in accordance with the *Indian Act*. The leased land was to be used for the construction of a casino. These arrangements

were made in reliance on the agreement that all available revenues from the casino would flow exclusively to First Nations, with special allocations to Rama.

34. In or about November of 1995, construction of an interim casino began on the reserve of the Rama First Nation.

35. Rama upgraded infrastructure to support the increased travel, security, water, sewage, traffic, emergency, social and other related services that would be required as a result of the operation of a large commercial casino. Many significant costs, including financing costs, were assumed by Rama.

36. In or about February of 1996, without any prior consultations with First Nations, the defendant announced its intention to confiscate 20% of the gross revenue from Casino Rama, once the Casino began operations. The defendant still intended to allocate all net revenue (if any) to First Nations.

37. In or about February of 1996, the defendant ordered a shut-down of construction at Casino Rama until an operating agreement could be finalized between CHC Canada (i.e. the operator), the defendant, the Rama First Nation, and other parties.

38. In or about March of 1996, a development and operating agreement was signed among the OCC, CHC Casinos Canada Ltd., Rama, and other parties. This contract set out the rights and responsibilities of the various parties with respect to the continued development of the Casino and its daily operation. On the strength of the operating agreement, construction at the Casino site resumed.

39. Upon the signing of the development and operating agreement, the Chief of Rama delivered to the defendant a letter confirming that the agreement was without prejudice to the issue of revenue allocation.

40. From February until July of 1996, the defendant participated in discussions with First Nations with regard to the distribution of revenues from Casino Rama. In particular, there were extensive discussions in relation to the issue of the 20% of gross revenues. Representatives of the defendant agreed to convey the position of First Nations that confiscation of the 20% would be in breach of an agreement and would be otherwise unlawful.

41. Casino Rama opened its doors to the public on or about July 31, 1996.

42. In or about August of 1996, the defendant first confiscated 20% of the gross revenues (after winnings of players) of Casino Rama. To the date of this Statement of Claim, the defendant has continued to confiscate 20% of the gross revenues on a regular basis. All funds are credited to the consolidated revenue fund of the defendant. The plaintiff says that the defendant intends to continue in this way indefinitely, unless otherwise ordered by a court of law.



**Grounds for Liability of the Defendant**

43. The plaintiff says that the confiscation of the 20% of gross revenues was unlawful on the following grounds :

1. It breached the written and verbal contract between the First Nations of Ontario and the defendant dating back to 1993;
2. It breached the reliance interest of the First Nations with regard to the allocation of revenues from the Casino, to the detriment of First Nations;
3. It breached the fiduciary obligations of the defendant, based on the direct jurisdiction of the defendant Ontario and the delegated jurisdiction of the defendant Ontario pursuant to the gaming provisions of the *Criminal Code*; and,
4. It breached section 87 of the *Indian Act*, which prohibits all forms of taxation of on-reserve property belonging to status Indians and/or bands.

**Breach of Contract**

44. Section 20 of the *Ontario Casino Corporations Act* stipulates that the Lieutenant Governor in Council may prescribe an amount from 0% to 20% of the gross revenue from a licensed commercial casino to be paid into the consolidated revenue fund.

45. The plaintiff says that the defendant had the legal authority to honour its verbal and written contract with First Nations, pursuant to which contract all available revenues from Casino Rama would flow exclusively to First Nations. In other words, there was an agreement that 0% of the gross revenues would go to the consolidated revenue fund.

46. The plaintiff says that the defendant breached the contract in or about August of 1996 by confiscating 20% of the gross revenue of Casino Rama and transferring the sum to the consolidated revenue fund. The plaintiff says that the defendant has continued to breach the contract by continuing to confiscate 20% of the gross revenue.

47. The plaintiff says that nothing in the development and operating agreement of March of 1996 authorized the defendant to seize 20% of the gross revenue from Casino Rama. In any event, the Rama First Nation did not have the legal authority to agree to any such seizure. The plaintiff says that at all material times the defendant was aware of the fact that the Rama First Nation did not have the authority to deal with the 20% issue and the fact that Rama did not intend to deal with the issue.

#### Reliance Interest

48. The plaintiff says that First Nations had a substantial reliance interest in the commitment of the defendant to flow all available revenues from Casino Rama exclusively to First Nations. First Nations relied on this commitment to their great detriment.

49. Relying on the commitment of the defendant with regard to the revenues from Casino Rama, certain First Nations chose not to exercise their asserted right to operate casinos on reserve without a provincial licence.

50. Relying on the commitment of the defendant with regard to the revenues from Casino Rama, certain First Nations did not submit proposals to the site selection process in 1994. Such First Nations anticipated a portion of all available revenues, regardless of the location of the Casino.

51. Relying on the commitment of the defendant with regard to the revenues from Casino Rama, the Rama First Nation leased reserve land, upgraded infrastructure, and assumed certain financing obligations.

52. Relying on the commitment of the defendant with regard to the revenues from Casino Rama, the Rama First Nation consented to the severe and constant disruption to reserve life entailed by the operation of a large commercial casino.

53. The plaintiff says that the defendant was aware of the reliance interest of First Nations. The plaintiff says that the defendant deliberately and wantonly disregarded and breached this reliance interest.

54. The plaintiff says that as a result of the breach of the reliance interest, First Nations were unable to recover or mitigate their costs associated with the establishment of a First Nation commercial casino.

55. The plaintiff says that as a result of the breach of the reliance interest, First Nations have not been able to undertake the public interest projects (egs. schools and day care centres) envisioned based on the anticipated revenue stream from Casino Rama. This has damaged the social and economic prospects of all First Nations in Ontario.

Breach of Fiduciary Obligations

56. The plaintiff says that the primary and dominant fiduciary relationship is between First Nations and the Crown in Right of Canada. This relationship is affirmed by section 35 of the *Constitution Act, 1982*.

57. The plaintiff says that in certain circumstances, and in a secondary sense only, the Crown in Right of a Province can owe fiduciary obligations to First Nations.

58. In the case of the defendant, the plaintiff says that fiduciary obligations flow from certain Treaties that directly involved the defendant. Treaty rights are affirmed by section 35 of the *Constitution Act, 1982*. In particular, the Williams Treaty of 1923 involved the defendant Ontario, as well as the Crown in Right of Canada. Rama was included in the 1923 Treaty.

59. In the case of the defendant, the plaintiff says that fiduciary obligations flow from the fact that Rama encumbered certain reserve lands based on the commitment on revenue allocation from the Casino.

60. In the case of the defendant, the plaintiff says that fiduciary obligations flow from the extensive power imbalance which existed (and continues to exist) between the defendant and First Nations. In particular, the power imbalance is reflected in the financial resources of the defendant, and the ability of the defendant to enforce its will and law.

61. The plaintiff says that the seizure of 20% of the gross revenue from Casino Rama as of August of 1996 was a deliberate and flagrant breach of the fiduciary obligations owed by the defendant.

62. Fiduciary obligations necessarily entail a high standard of care, particularly where the Crown is involved. The plaintiff says there was no compelling public interest that might have served to justify the seizure. On the contrary, there was an overwhelming public interest in favour of all available revenues going to First Nations, given the deplorable social and economic conditions on many reserves.

**Section 87 of the *Indian Act***

63. Notwithstanding any other federal or provincial statute, section 87 of the *Indian Act* exempts from taxation the on-reserve property of a status Indian or a band.

64. The plaintiff says that First Nations had a full property interest in all available revenues from Casino Rama.

65. In the case of the Windsor Casino, the 20% allocation was described by the defendant as a "win tax". The plaintiff says that in the case of Casino Rama the defendant attempted

to describe the 20% as a licence condition, as opposed to a tax. The plaintiff says that this characterization was calculated by the defendant to cloak the patent conflict with section 87 of the *Indian Act*.

66. The plaintiff says that the confiscation by the defendant of 20% of the gross revenue from Casino Rama was in substance a purported tax upon Indian property, and is therefore in breach of section 87 of the *Indian Act*.

#### Damages

67. As a result of the unlawful conduct of the defendant, the plaintiff was deprived of the anticipated revenue stream equivalent to 20% of the gross revenue from Casino Rama. The financial loss is substantial and continues to increase as the defendant continues to confiscate the 20%.

68. The plaintiff says that the confiscation of the 20% of gross revenue has inevitably meant that numerous public interest projects on reserve have not proceeded; for example, schools, day care centres, and old age homes. The consequences for First Nations have been severe, given the deplorable social and economic conditions on many reserves. The plaintiff says that the defendant knew, or ought to have known, that such consequences would flow from the ongoing unlawful seizure of the 20%.

69. As a further result of the unlawful conduct of the defendant, First Nations incurred out-of-pocket expense, the full particulars of which will be provided prior to the trial of the action.

70. The plaintiff says that the defendant conducted itself in a manner which deliberately and wantonly disregarded the rights of the plaintiff. Such conduct merits the sanction of this Court by the imposition of punitive, exemplary, and aggravated damages.

**General**

71. The plaintiff proposes that this action be tried at Toronto.

DATE: July 30, 1998

Michael Sherry  
Barrister & Solicitor  
c/o Chiefs of Ontario  
344 Bloor Street West  
Suite 602  
Toronto, Ontario  
M5S-3A7

Tel.: (416) 972-0212  
Fax: (416) 972-0217

Solicitor for the plaintiff

98 CV 15247CN  
Court File No.

**CHIEFS OF ONTARIO**  
Plaintiff

-and-

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
Defendant

SERVICE OF A COPY  
ADMITTED THIS 32<sup>nd</sup> DAY OF *July 1998*  
Crown Law Office (CML) Law  
MINISTRY OF THE ATTORNEY GENERAL  
FOR ONTARIO  
Per: *Paul Keenan* Time: *1:40pm*  
720 BAY STREET  
TORONTO, ONTARIO M5G 2K1

**ONTARIO COURT (GENERAL DIVISION)**

Proceeding Commenced at Toronto, Ontario

**STATEMENT OF CLAIM**

Michael Sherry  
c/o Chiefs of Ontario  
344 Bloor Street West, Suite 602  
Toronto, Ontario  
M5S 3A7

Solicitor for the Plaintiff  
Tel: (416) 972-0212  
Fax: (416) 972-0217



98.Cv.15247CM  
Court File No.

**CHIEFS OF ONTARIO**  
Plaintiff

-and-

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
Defendant

---

**ONTARIO COURT (GENERAL DIVISION)**

Proceeding Commenced at Toronto, Ontario

---

**STATEMENT OF CLAIM**

---

Michael Sherry  
c/o Chiefs of Ontario  
344 Bloor Street West, Suite 602  
Toronto, Ontario  
M5S 3A7

Solicitor for the Plaintiff  
Tel: (416) 972-0212  
Fax: (416) 972-0217

**Schedule O****ACKNOWLEDGEMENT AND CONSENT****TO: PROVINCE OF ONTARIO****AND TO: ONTARIO FIRST NATION LIMITED PARTNERSHIP**

The undersigned, a Limited Partner under the OFN Limited Partnership, hereby acknowledges that it has received, read and understands the Casino Rama Revenue Agreement, the Metis Litigation Agreement and the Casino Rama Protocol Agreement, including the schedules thereto, and hereby consents that OFN Limited Partnership shall enter into and be bound by those agreements.

**[Insert Names of each Ontario First Nation]**

**Schedule P**

**ACKNOWLEDGEMENT AND CONSENT OF THE CHIEFS OF ONTARIO**

**TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO (the "Province")**

**AND TO: ONTARIO LOTTERY AND GAMING CORPORATION**

**AND TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**AND TO: MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

Chiefs of Ontario, a not for profit company incorporated under the laws of Canada, hereby acknowledges, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that it has received, read, and understands the Casino Rama Revenue Agreement and the Metis Litigation Agreement and agrees to be bound by the following sections of the Casino Rama Revenue

**Agreement:**

**Sections 1.13, 1.14, 1.15, 2.8, 10.1, 11.4, 12.5 and 12.8.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of June, 2000.

**Indian Associations Co-Ordinating  
Committee of Ontario Inc., carrying  
on business as Chiefs of Ontario**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Schedule Q**

**ACKNOWLEDGEMENT AND CONSENT OF MNJIKANING FIRST NATION**

**TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO (the "Province")**

**AND TO: ONTARIO LOTTERY AND GAMING CORPORATION**

**AND TO: ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**AND TO: MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

Mnjikaning First Nation hereby acknowledges, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that it has received, read, and understands the Casino Rama Revenue Agreement and agrees to be bound by the following sections of the Casino Rama Revenue Agreement:

Sections 1.13, 1.14, 1.15, 2.8, 3.4, 4.3, 7.1, 7.4.2, 8.8, 10.1, 11.4, 12.5 and 12.8 and Article 9.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of June, 2000.

**Chippewas of Mnjikaning First Nation**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Schedule R**  
**PROTOCOL AGREEMENT**

**INDIAN ASSOCIATIONS CO-ORDINATING COMMITTEE OF ONTARIO INC.**

**AND**

**CHIPPEWAS OF MNJIKANING FIRST NATION**

**AND**

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**

**AND**

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP**

---

**CASINO RAMA PROTOCOL AGREEMENT**

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**DATED: June , 2000**

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**THIS AGREEMENT** made as of the      day of June, 2000.

**BETWEEN:**

**INDIAN ASSOCIATIONS CO-ORDINATING COMMITTEE OF ONTARIO INC.**, representing the Ontario First Nations other than Mnjikaning (the "Chiefs of Ontario")

- and -

**CHIPPEWAS OF MNJIKANING FIRST NATION**  
("Mnjikaning First Nation")

- and -

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**, a limited partnership formed pursuant to the laws of the Province of Ontario ("OFN Limited Partnership")

- and -

**MNJIKANING FIRST NATION LIMITED PARTNERSHIP**, a limited partnership formed pursuant to the laws of the Province of Ontario ("MFN Limited Partnership")

**RECITALS**

**WHEREAS:**

1. The Province and Ontario First Nations, as represented by the Chiefs of Ontario, agreed to the establishment of an Ontario First Nations casino as a vehicle to enhance, among other things, the growth and capacity of Ontario First Nations in respect of community development, health, education, economic development and cultural development;
2. The Complex was established on reserve lands of Mnjikaning First Nation;
3. Subject to the terms of the Revenue Agreement, the Province has agreed that Ontario First Nations as represented by the Limited Partnerships are to receive the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex, as long as the Complex continues to be conducted and managed by OLGC or the Province or OLGC or the Province is entitled to Ongoing Net Revenues, whichever is later;
4. OFN Limited Partnership has been established by Ontario First Nations (other than Mnjikaning First Nation), among other things, to receive their share of the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex; and

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5. Mnjikaning First Nation has established MFN Limited Partnership to receive their share of the Accumulated Net Revenues and the Ongoing Net Revenues in respect of the Complex;

**NOW THEREFORE**, in consideration of the respective covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, and with acknowledgement of, and respect for the existing relationships between the parties, the Chiefs of Ontario, Mnjikaning First Nation, OFN Limited Partnership and MFN Limited Partnership 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:

- (a) **"35% Allocation"** means that portion of Ongoing Net Revenues referred to in Sections 2.5 and 2.8 of the Revenue Agreement for all periods of time subsequent to the Initial Period.
- (b) **"35% Allocation Distributed Amounts"** shall have the meaning ascribed to it in Section 3.6 hereof.
- (c) **"Agreement"** means this agreement entitled Casino Rama Protocol Agreement between the Chiefs of Ontario, Mnjikaning First Nation, OFN Limited Partnership and MFN Limited Partnership as amended, modified, supplemented or restated by the parties hereto from time to time.
- (d) **"Development and Operating Agreement"** means the agreements by that name dated March 18, 1996, as amended April 15, 1996, among, *inter alia*, OLG, Mnjikaning First Nation, CHC Casinos Canada Limited, and as further amended, modified, supplemented or restated from time to time, and includes such further agreements that may be entered into for the development, financing and operation of a hotel and entertainment complex referred to in Section 8.7.1(a) of the Revenue Agreement, provided that if the Development and Operating Agreement as herein defined is terminated or not renewed, Development and Operating Agreement shall mean any subsequent agreement or arrangement in which, directly or indirectly, the Province (or OLG) continues to conduct and manage the Complex or continues to be entitled to receive Ongoing Net Revenues, whichever is later, to which any Mnjikaning Entity is a party.
- (e) **"Disputed Amounts"** has the meaning ascribed to it in Section 4.1.1 hereof.
- (f) **"Joint Account"** has the meaning ascribed to it in Section 4.1.1 hereof.
- (g) **"Joint Direction"** means a joint direction of the Chiefs of Ontario and Mnjikaning First Nation to OLG and the Province pursuant to Section 2.8.2 of

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the Revenue Agreement and pursuant to this Agreement, substantially in the form of Schedule A hereto.

- (h) "MFN Chief and Council" means the duly elected Chief and Council of Mnjikaning First Nation.
- (i) "MFN Claim" has the meaning ascribed to it in the Revenue Agreement.
- (j) "MFN Claim Court Order" means a judgment of a court of final jurisdiction with no further right of appeal in the MFN Claim.
- (k) "MFN Committee" has the meaning ascribed to it in Section 3.2.2 hereof.
- (l) "MFN Net Revenue Meeting" has the meaning ascribed to it in Section 8.1 hereof.
- (m) "Mnjikaning Entity" means Mnjikaning First Nation or any person who is related to or does not deal at arm's length with Mnjikaning First Nation within the meaning of the *Income Tax Act* (Canada) (including any persons owned in whole or in part by any such person or by all or substantially all members of Mnjikaning First Nation but excluding individual members of Mnjikaning First Nation).
- (n) "Mnjikaning Transaction" has the meaning ascribed to it in Section 6.1.1 hereof.
- (o) "OFN Committee" has the meaning ascribed to it in Section 3.2.1 hereof.
- (p) "PPC" means the Planning and Priorities Committee of the Chiefs of Ontario.
- (q) "Proposed Amendment" has the meaning ascribed to it in Section 7.1 hereof.
- (r) "Revenue Agreement" means the Casino Rama Revenue Agreement between the Province, OLG, and the Partnerships, of even date with this Agreement, as amended, modified, supplemented or restated by the parties thereto from time to time, and also includes any distribution arrangements determined by the Province in the event the Revenue Agreement is terminated pursuant to Section 11.4 thereof.
- (s) "Revenue Arrangements" means this Agreement, the Revenue Agreement, the Metis Litigation Agreement, the MFN Limited Partnership Agreement, the OFN Limited Partnership Agreement and the Shareholders Agreement.
- (t) "Review Assembly" has the meaning ascribed to it in Section 3.1 hereof.
- (u) "Review Committees" means the MFN Committee and the OFN Committee.

**1.2 Other Defined Terms.** Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Revenue Agreement.

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**1.3 References.**

1.3.1 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.

1.3.2 Any defined terms and section references included in definitions contained in this Agreement that reference the Development and Operating Agreement shall be included by reference herein to the extent necessary to give effect to the definitions contained in this Agreement.

**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:

- (a) Schedule A - (form of) Joint Direction under Section 2.8.2 of Revenue Agreement
- (b) Schedule B - (form of) Confidentiality Agreement

**1.5 Currency.** References to money herein are references to lawful currency of Canada.

**1.6 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.

**1.7 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 following Business Day.

**1.8 Table of Contents and 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.

**1.9 Recitals and Schedules.** The recitals and Schedules hereto form part of this Agreement.

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

## **ARTICLE 2 PURPOSE AND RESERVATION OF RIGHTS**

**2.1 Purpose.** The purpose of this Agreement is to set out the terms agreed to between the parties hereto with respect to:

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- (a) the process to review the 35% Allocation;
- (b) the establishment of joint account arrangements for any disputed amounts of the 35% Allocation;
- (c) the review by OFN Limited Partnership of certain Mnjikaning Transactions;
- (d) the rights of approval of OFN Limited Partnership in respect of certain changes to the Development and Operating Agreement;
- (e) the observation by Chiefs of Ontario and OFN Limited Partnership of certain decisions by Mnjikaning First Nation regarding expenditure of its allocation of Net Revenues;
- (f) the reservation of rights of the parties in respect of certain claims and possible claims; and
- (g) certain related matters.

**2.2 Non-Derogation.** Except as expressly provided in Articles 6 and 7 hereof, nothing expressed or implied in the Revenue Arrangements modifies, extinguishes or derogates from any interest that any Mnjikaning Entity may have under the Development and Operating Agreement.

**2.3 No Prejudice.**

**2.3.1** Notwithstanding any other provision of this Agreement, except as provided in Sections 2.3.2, 2.3.3 and 5.1.1 hereof each (and any combination) of the Revenue Arrangements and the Ancillary Documents is without prejudice to any rights, claims or defences that any party hereto, or any of the Ontario First Nations, may have in respect of:

- (i) the MFN Claim referred to in Sections 1.15.1(i) and 2.8.7 of the Revenue Agreement;
- (ii) the Win Contribution claim referred to in Sections 1.15.1(ii) and 10.1 of the Revenue Agreement; or
- (iii) any claim referred to in Section 1.15.1(iii) of the Revenue Agreement.

**2.3.2** Nothing in any (or any combination) of the Revenue Arrangements and the Ancillary Documents shall affect the ability of any court or tribunal to determine the admissibility of and, if admissible, to rely upon, prior or contemporaneous negotiations, agreements, representations, discussions, understandings, proposals, whether oral or written, including the Rolling Draft, in respect of the claims referred to in Section 2.3.1. Notwithstanding the foregoing, the existence of any (or any combination) of the Revenue Arrangements and the Ancillary

- 6 -

Documents and any of the provisions contained herein or therein and the contents of any negotiations leading to the Revenue Arrangements and the Ancillary Documents after December 7, 1998, will not be advanced as evidence or legal argument in support or defence of any of the claims or defences referred to in Section 2.3.1.

2.3.3 Nothing in any (or any combination) of the Revenue Arrangements and the Ancillary Documents shall affect the ability of a party to commence an action contemplated by Section 2.3.1 of this Agreement prior to the expiry of the term of any of the Revenue Arrangements.

2.3.4 Nothing in any (or any combination) of the Revenue Arrangements and the Ancillary Documents abrogates or derogates from any existing aboriginal or treaty right pursuant to Section 35 of the Constitution Act, 1982.

2.4 **Paramourncy.** In the event of any inconsistency between the provisions of this Agreement and the provisions of the Revenue Agreement or the Metis Litigation Agreement, the Revenue Agreement or the Metis Litigation Agreement, as applicable, shall prevail, and this Agreement shall be and be deemed to be amended to conform to the Revenue Agreement or the Metis Litigation Agreement, as the case may be, to the extent of such inconsistency.

### ARTICLE 3 35% ALLOCATION

3.1 **Review Process.** The 35% Allocation will be reviewed by the Chiefs in Assembly before July 31, 2001, at which time the Ontario First Nations (through a Chiefs in Assembly) and Mnjikaning First Nation will review the continuation of the 35% Allocation to MFN Limited Partnership subsequent to the Initial Period (the "Review Assembly").

3.2 **Review Committees.**

3.2.1 The Chiefs of Ontario and OFN Limited Partnership shall promptly establish a review committee (the "OFN Committee"), to be composed of not more than six senior representatives.

3.2.2 Mnjikaning First Nation shall promptly establish a review committee (the "MFN Committee"), to be composed of not more than six senior representatives.

3.2.3 The Review Committees shall be composed of individuals having the seniority, expertise and availability to facilitate the review process provided for herein in an efficient and effective manner and, with respect to the OFN Committee, the parties acknowledge the desirability that such committee be representative of the interests of Ontario First Nations (other than Mnjikaning First Nation) and, where applicable, their respective provincial/territorial organizations.

**3.3 Review Committees Process.**

- 3.3.1 The Review Committees shall (a) assemble, exchange and consider all non-privileged documentation and other information which may be relevant to the Review Assembly; and (b) meet and negotiate in good faith with the objective of arriving at a joint recommendation to be made to the Review Assembly as to the basis on which the 35% Allocation should be allocated as between MFN Limited Partnership and OFN Limited Partnership, including the term of such arrangement, and the terms relating thereto.
- 3.3.2 Without imposing on either Review Committee or any party hereto any legal, fiduciary or other binding obligation or duty to act otherwise than in their respective best interests, the parties hereto agree that an objective of the Review Committees shall be to reach a joint recommendation to the Review Assembly which maximizes the amounts of the 35% Allocation to be recommended for distribution to the Limited Partnerships in accordance with Section 2.8.2 of the Revenue Agreement.
- 3.3.3 The Review Committees shall meet not later than June 30, 2000 and, thereafter and prior to the Review Assembly, at least bi-monthly or more frequently as may be agreed between them.
- 3.3.4 The Review Committees shall:
- (a) exchange such documents and hold such meetings as they may, acting reasonably, agree are necessary to review and assess the legal positions of the parties hereto and, to the extent possible, the Province, with respect to the 35% Allocation, and the factual basis for such positions, including such *in camera* meetings as may be necessary to review those issues on a "without prejudice" basis; and
  - (b) hold, convene or arrange such further meetings or other proceedings among First Nations or with the Province as either of them may determine to be appropriate to take into account the views and perspectives of the Ontario First Nations or the Province, as the case may be, with respect to the matters under review.

**3.4 Joint Recommendation and Respective Report.** The Review Committees shall, not later than June 30, 2001, deliver to the Chiefs of Ontario for distribution to the PPC, Ontario First Nations and Mnjikaning First Nation, in writing, any joint recommendation and their respective reports and recommendations as to the 35% Allocation. Any joint recommendation and/or respective reports shall set out:

- (a) all matters of joint recommendation respecting the 35% Allocation;
- (b) any disputed matters, including any recommended Disputed Amount to be placed in the Joint Account, and any related matters;



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- (c) a statement of the position of the OFN Committee and a statement of the position of the MFN Committee with respect to the disputed matters; and
- (d) a draft of a recommended Joint Direction as to matters of joint recommendation.

### **3.5 Approval of Joint Recommendation.**

3.5.1 Any joint recommendation submitted in accordance with Section 3.4 shall be subject to:

- (a) prior approval by the PPC;
- (b) prior approval by the MFN Chief and Council; and,  
following the prior approvals referred to in clauses (a) and (b),
- (c) approval by the Review Assembly.

The prior approvals by the PPC and by the MFN Chief and Council shall occur, as far as possible, concurrently with each other, and in any event prior to the Review Assembly.

3.5.2 The Chiefs of Ontario and Mnjikaning First Nation shall, subject to Sections 3.5.3 and 4.1 hereof, prepare, execute and deliver a Joint Direction to OLG and the Province for purposes of Section 2.8.2 of the Revenue Agreement and this Agreement, based upon:

- (a) the approval by the Review Assembly of a joint recommendation referred to in Section 3.5.1; or, failing same,
- (b) any other mutually acceptable determination in writing (if any) of the Chiefs of Ontario, OFN Limited Partnership and Mnjikaning First Nation.

3.5.3 The Joint Direction shall direct OLG to transfer:

- (a) to MFN Limited Partnership either:
  - (i) that mutually acceptable allocation determined pursuant to Section 3.5.2; or, failing same,
  - (ii) the lesser of the allocations to MFN Limited Partnership approved, in a form that expressly recites that such approval is effective for the purposes of this Section 3.5.3, by:
    - (A) Mnjikaning Chief and Council; and

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(B) OFN Limited Partnership and (I) the Chiefs in Assembly, or failing same (II) the Chiefs of Ontario;

(b) to OFN Limited Partnership, either:

(i) that mutually acceptable allocation determined pursuant to Section 3.5.2; or, failing same,

(ii) the lesser of the allocations to OFN Limited Partnership approved, in a form that expressly recites that such approval is effective for the purposes of this Section 3.5.3, by:

(A) Mnjikaning Chief and Council; and

(B) OFN Limited Partnership and (I) the Chiefs in Assembly, or failing same (II) the Chiefs of Ontario; and

(c) to the Joint Account, any Disputed Amount in accordance with Article 4.

**3.5.4** A Joint Direction shall not be delivered for purposes of Section 2.8.2 of the Revenue Agreement and this Agreement except in accordance with Sections 3.5 and 4.1 of this Agreement.

**3.6 No Retroactive Recovery of 35% Allocation Distributed Amounts.** Any Joint Direction delivered in accordance with Section 3.5 of this Agreement and for purposes of Section 2.8.2 of the Revenue Agreement shall be final and binding in all respects concerning the distribution to the Limited Partnerships of any amounts of Ongoing Net Revenues in accordance with its terms. No proceedings of any kind whatsoever shall be taken for the recovery or repayment of any amounts of Ongoing Net Revenues distributed to OFN Limited Partnership or to MFN Limited Partnership in accordance with the terms of any such Joint Direction ("35% Allocation Distributed Amounts"). For greater certainty, the foregoing sentence shall not apply to any Disputed Amounts or to any amounts distributed by mistake of the relevant parties or by error of any third party.

**3.7 Subsequent Reviews.**

**3.7.1** Pending the MFN Claim Court Order, in the event that the review process set out in this Article 3 (i) results in the delivery of a Joint Direction that: (a) includes any Disputed Amounts; or (b) provides for the distribution of the 35% Allocation for a limited period of time; or (c) both; or (ii) does not result in the delivery of a Joint Direction; then the Chiefs of Ontario and Mnjikaning First Nation shall, within the time period referred to in Section 3.7.2, initiate a further review. Any such further review shall be conducted in accordance with and subject to the provisions of this Article 3 with such modifications as to timing as may be necessary in light of the terms of any then-current Joint Direction.

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- 3.7.2 (a) Where subsection 3.7.1(i)(a) applies, the subsequent review provided for in Section 3.7.1 shall be commenced not earlier than 12 months and not later than 18 months following the delivery of the Joint Direction giving rise to the disputed amount.
- (b) Where subsection 3.7.1(i)(b) or (c) applies, the subsequent review provided for in Section 3.7.1 shall be commenced not earlier than 12 months and not later than six months prior to the expiry of the period of time for which the preceding Joint Direction shall be in effect.
- (c) Where subsection 3.7.1(ii) applies, the subsequent review provided for in Section 3.7.1 shall be commenced not earlier than three months and not later than six months following the termination of the preceding review process.

**3.8 Further Reviews Following Court Order by Mutual Consent.** At any time during the term of this Agreement following the MFN Claim Court Order, the Chiefs of Ontario or Mnjikaning First Nation may request that a further review be conducted in accordance with and subject to the provisions of this Article 3, with such modifications as may be proposed, and, without imposing on any party hereto any legal, fiduciary or other binding obligation or duty to act otherwise than in their respective best interests, the parties will consider any such request in good faith.

**3.9 Arrangements Following Court Order.** The parties hereto acknowledge and agree that, upon the occurrence of the MFN Claim Court Order, all current undistributed amounts and future amounts forming part of the 35% Allocation (including Disputed Amounts but, for greater certainty, excluding 35% Allocation Distributed Amounts) shall be allocated and distributed in accordance with the arrangements provided for in Sections 2.8.3 and 2.8.8 of the Revenue Agreement, and the parties hereto shall promptly take all actions necessary or desirable to give effect to this Section 3.9.

#### **ARTICLE 4 JOINT ACCOUNT**

**4.1 Disputed Amounts and Joint Account.**

- 4.1.1 Promptly following a determination under Section 3.5 (whether pursuant to the initial review pursuant to Section 3.1 or a subsequent review pursuant to Section 3.7) that there is an amount of the 35% Allocation that was not, pursuant to the process provided for in Sections 3.1 through 3.7, allocated as between OFN Limited Partnership and MFN Limited Partnership (all such amounts, together with all income earned thereon and all other proceeds derived therefrom, being "Disputed Amounts"), and in any case prior to the delivery of a Joint Direction to OLGC and the Province in respect of such determination, the Limited Partnerships shall establish and maintain an interest-bearing joint account in accordance with this Article 4 (the "Joint Account"), and designate

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to OLGC in writing the Joint Account for purposes of Section 2.8.2(b) of the Revenue Agreement.

- 4.1.2 All Disputed Amounts shall, subject to the Revenue Agreement, be dealt with only in accordance with this Article 4 and not otherwise.
- 4.1.3 Entitlement and ownership of Disputed Amounts shall be determined in accordance with this Agreement and the Revenue Agreement, and the respective interests of the parties in the Joint Account and the Disputed Amounts, if any, shall be determined accordingly.
- 4.1.4 Each party hereto agrees that any and all interest which it may have in respect of any Disputed Amounts and the Joint Account are held by it in trust for the benefit of the persons beneficially entitled thereto, as determined in accordance with this Agreement and the Revenue Agreement.

#### 4.2 Terms of Joint Account.

- 4.2.1 The Joint Account will be established at a branch located on a reserve (within the meaning of the Indian Act) of an Ontario First Nation (other than Mnjikaning First Nation) of a bank referred to in Schedule I of the *Bank Act* (Canada) which does not provide material loans or services to any of the parties to this Agreement (the "Bank").
- 4.2.2 OFN Limited Partnership shall designate in writing to the Bank and to MFN Limited Partnership not fewer than three and not more than five persons authorized to deal with the Joint Account on behalf of OFN Limited Partnership (the "OFN Representatives"). The OFN Representatives shall be subject to change from time to time in OFN Limited Partnership's discretion, by further notice in writing pursuant to this Section.
- 4.2.3 MFN Limited Partnership shall designate in writing to the Bank and to OFN Limited Partnership not fewer than two and not more than three persons authorized to deal with the Joint Account on behalf of MFN Limited Partnership (the "MFN Representatives"). The MFN Representatives shall be subject to change from time to time in MFN Limited Partnership's discretion, by further notice in writing pursuant to this Section.
- 4.2.4 Deposits to the Joint Account may be made by OLGC or the Province pursuant to a Joint Direction, without further action required from or by any party hereto or any OFN Representatives or MFN Representatives. Subject to the foregoing, any transactions in respect of the Joint Account, including any withdrawals and investments of amounts, and any closing of the Joint Account, shall be in writing signed by not less than two OFN Representatives and not less than two MFN Representatives.

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- 4.2.5 Amounts deposited in the Joint Account may be invested in Permitted Interim Investments, as jointly determined from time to time by at least two OFN Representatives and at least two MFN Representatives. Any such Permitted Interim Investments shall (a) be issued in the names of OFN Limited Partnership and MFN Limited Partnership jointly in accordance with this Agreement, and (b) be held by the Bank. Any such Permitted Interim Investments, together with income earned thereon and other proceeds derived therefrom on maturity or disposition thereof, shall be redeposited into the Joint Account. All such Permitted Interim Investments, any income earned thereon and other proceeds derived therefrom, and any property resulting therefrom shall be deemed to be, and shall be treated as, part of the Disputed Amounts referred to in this Article 4.
- 4.2.6 Each of the Limited Partnerships shall be provided with a copy of all statements and reports from the Bank in respect of the Joint Account and the Disputed Amounts.
- 4.2.7 The Limited Partnerships shall be jointly and severally liable for the fees of the Bank associated with the Joint Account and the Disputed Amounts and, as between themselves, shall bear those costs in equal shares.
- 4.2.8 The Bank shall be provided with a copy of this Agreement and instructed to act in respect of the Joint Account only in accordance with the terms of this Article 4.

**ARTICLE 5**  
**COMMENCEMENT AND RESOLUTION OF THE MFN CLAIM**

**5.1 Pursuit of MFN Claim.**

- 5.1.1 Mnjikaning First Nation shall (a) not later than October 31, 2001, commence litigation asserting the MFN Claim, and (b) upon such commencement, vigorously pursue the MFN Claim to final resolution.
- 5.1.2 Mnjikaning First Nation shall not be in breach of Section 5.1.1(b) to the extent that any delay in the vigorous pursuit of the MFN Claim is attributable to:
- (a) the conduct of any parties adverse in interest to Mnjikaning First Nation with respect to the MFN Claim; or
  - (b) any alternative dispute resolution process agreed to in writing by Mnjikaning First Nation, the Chiefs of Ontario and OFN Limited Partnership.

**ARTICLE 6  
MNJIKANING TRANSACTIONS**

**6.1 Review of Certain Transactions.**

6.1.1 Mnjikaning First Nation shall, within 30 days of the end of each fiscal quarter of MFN Limited Partnership (commencing June 30, 2000), provide to OFN Limited Partnership an itemized list of transactions (provided that, for greater certainty, "transaction" shall be deemed to include within its meaning an agreement) or series of related transactions entered into by any Mnjikaning Entity with the Province, OLG or the Operator, or otherwise in respect of the Complex (including exempt transactions contemplated by Section 6.2 and, for greater certainty, including any amendment of a relevant transaction, termination (otherwise than in accordance with the terms of such transaction), waiver or non-enforcement of any such transaction and any further transaction (any such transaction or series of related transactions is herein referred to as a "Mnjikaning Transaction") in the preceding three-month period (provided that the first report shall include all such transactions on or after October 1, 1999), together with a statement of the actual or, if same is not determinable, estimated dollar value to be received by each Mnjikaning Entity pursuant to each such transaction.

6.1.2 Upon request by OFN Limited Partnership, Mnjikaning First Nation will promptly provide, with respect to any Mnjikaning Transaction: (a) any information provided to OLG or the Operator, (b) any request for proposals, (c) any bid document submitted by a Mnjikaning Entity, (d) the terms and conditions of the Mnjikaning Transaction, including relevant contractual documents, (e) the actual or estimated remuneration, payments or benefits payable to each Mnjikaning Entity, and (f) any other information reasonably requested by OFN Limited Partnership on a timely basis to evaluate the commercial reasonableness of the Mnjikaning Transaction (excluding any cost, costing or profit margin information).

6.1.3 OFN Limited Partnership may review any Mnjikaning Transaction which exceeds \$100,000 in accordance with the provisions of this Article 6.

**6.2 Exempt Transactions.** The right of review contemplated by this Article 6 will not apply to:

- (a) the existing Rama Allocation, as defined in the existing Development and Operating Agreement as of the date hereof unamended;
- (b) the existing Ground Rent under the existing Ground Lease, as defined in the existing Development and Operating Agreement both as of the date hereof unamended;

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- (c) policing, water treatment, sewage, garbage disposal, snow removal, fire and emergency services provided by a Mnjikaning Entity, provided that the provisions of the existing Development and Operating Agreement as of the date hereof unamended are complied with, including the requirements of Section 5.9 thereof; and
- (d) any lease, sale, transfer or other transaction involving reserve lands owned or leased by Mnjikaning First Nation, so long as the transaction (i) is directly related to the development or operation of the Complex and (ii) is on commercially reasonable terms; for this purpose, commercial reasonableness will be assessed with reference to, without limitation, recent arm's length transactions (to which a Mnjikaning Entity may be one party) involving reserve lands directly related to the development or operation of the Complex.

**6.3 Series of Related Transactions.** For the purposes of this Article 6, one or more transactions constitute a "series of related transactions" only if those transactions are contemporaneous or follow each other in time and are logically or reasonably connected to one another. The dollar amounts of one-year contracts which are renewed as a result of a new tendering or bidding process will not be aggregated with the prior year's contract for the purposes of determining whether the threshold in Section 6.1.3 has been met.

**6.4 Procedure for Review.**

**6.4.1** Any reviews to be conducted pursuant to this Article 6 will be conducted on the following basis:

- (a) the review will be conducted by the then-current members of the board of directors of the general partner of OFN Limited Partnership, with the assistance of its advisors;
- (b) all information provided for the purposes of this review will be maintained in confidence in accordance with Section 12.1.2 of the Revenue Agreement;
- (c) any request for additional information by OFN Limited Partnership must be made within 120 days of the date on which OFN Limited Partnership receives the quarterly list of Mnjikaning Transactions relating to the Mnjikaning Transaction under review;
- (d) any objection to such Mnjikaning Transaction must be made:
  - (i) on the basis that the Mnjikaning Transaction has not been made on commercially reasonable terms, taking into account, among other things, the operation, location and profitability of the Complex and the relevant terms of the Development and Operating Agreement, or on the basis of the failure of Mnjikaning First Nation to disclose

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the required information so as to enable a reasonable person with the assistance of advisors to determine the commercial reasonableness of the Mnjikaning Transaction; and

- (ii) within 90 days of the date on which the required information has been provided to OFN Limited Partnership with respect to the transaction.

6.4.2 Mnjikaning First Nation and OFN Limited Partnership shall, promptly following receipt of notice of an objection by OFN Limited Partnership, discuss in good faith the Mnjikaning Transaction under review and use their respective best efforts to remedy OFN Limited Partnership's objection. If the matter is not resolved to the satisfaction of all parties within 10 Business Days after receipt by Mnjikaning First Nation of notice of the objection, the matter may be referred by either party to binding arbitration in accordance with Article 9 of this Agreement (provided that for the purposes of this Article 6 notwithstanding that Section 9.3 hereof requires a single Arbitrator): (a) the arbitrator shall consist of a panel of four Elders of which two will be chosen by Mnjikaning First Nation and two will be chosen by OFN Limited Partnership and a fifth chairperson; (b) such Elders shall choose the chairperson, who need not be an Elder but who shall have experience relevant to the dispute (provided for greater certainty that the chairperson shall not have a second, tie-breaking vote); (c) each of the parties shall choose Elders for this purpose within three weeks of the request for arbitration and shall cause the Elders to choose the chairperson within the subsequent two weeks; and (d) the arbitration panel shall hear any such dispute and provide a binding resolution within 45 days of the day that the chairperson is chosen.

6.4.3 The arbitration decision will be final and binding on the parties and no appeal will lie therefrom. The arbitration panel may award such remedy or remedies in its sole discretion as it determines is appropriate and just in the circumstances. Such remedy shall not include the imposition of prior approval rights for OFN Limited Partnership with respect to any Mnjikaning Transaction.

#### **ARTICLE 7 RESTRICTIONS ON CERTAIN CHANGES TO THE DEVELOPMENT AND OPERATING AGREEMENT**

##### **7.1 Notice of Proposed Amendments.**

7.1.1 Subject to Section 7.1.2 hereof, in the event that Mnjikaning First Nation, directly or through any Mnjikaning Entity, receives from or delivers to any other party to the Development and Operating Agreement any notification in writing of any proposed amendment or amendments to any of the terms and conditions of the Development and Operating Agreement (which shall be deemed to include any termination (otherwise than in accordance with the terms of the



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Development and Operating Agreement), waiver, or non-enforcement of, or any further agreement (or any series or combination thereof) which has the effect, directly or indirectly, of changing, any of the terms and conditions of the Development and Operating Agreement), which proposed amendment or amendments could, directly or indirectly, cause or permit a decrease in net revenues otherwise available for distribution to the Limited Partnerships in excess of \$100,000 in any Operating Year (a "Proposed Amendment"), Mnjikaning First Nation shall:

- (a) in the case of any Proposed Amendment received from any party to the Development Operating Agreement (other than a Mnjikaning Entity), (i) promptly seek any consent of OLG or of the Operator under the Development and Operating Agreement existing at the date hereof, to the disclosure of such notification and Proposed Amendment to OFN Limited Partnership, and (ii) to the extent permitted by the consent requirements referred to in this paragraph and in light of any such consents being provided or withheld, promptly disclose such notification and Proposed Amendment to OFN Limited Partnership; and
- (b) in the case of a Proposed Amendment delivered by any Mnjikaning Entity, promptly disclose such notification and Proposed Amendment to OFN Limited Partnership.

7.1.2 If Mnjikaning First Nation receives either (a) an unsolicited Proposed Amendment which by its terms would prevent, or conflict with, the compliance by Mnjikaning First Nation with its obligations under this Article 7 to notify and/or seek the consent of OFN Limited Partnership (collectively "MFN's Article 7 Obligations") in respect of such Proposed Amendment, or (b) a Proposed Amendment for which a required consent has not been given in accordance with paragraph 7.1.1(a), then Mnjikaning First Nation shall promptly advise the party proposing the Proposed Amendment to resubmit the Proposed Amendment on a basis that does not prevent or conflict with MFN's Article 7 Obligations in respect of such Proposed Amendment, and shall not otherwise act on such Proposed Amendment unless and until same is resubmitted in accordance with this Section 7.1.2.

7.1.3 Except by operation of applicable law or in accordance with this Article 7, Mnjikaning First Nation shall not, and shall not permit any Mnjikaning Entity to, become subject to any obligation not existing as of March 1, 2000 to seek the consent of any third person in order to comply with its obligations under this Article 7.

**7.2 Consultation on Proposed Amendments.** In any event, to the extent reasonably practicable, Mnjikaning First Nation shall consult with OFN Limited Partnership to determine its interests or views, if any, before agreeing to any proposed amendment or amendments to any of the terms and conditions of the Development and Operating Agreement.

**7.3 Consent to Certain Proposed Amendments.**

- 7.3.1 (a) Subject to subsection (b) and the provisions of Section 7.4 hereof, Mnjikaning First Nation agrees that it will not, and will not permit any Mnjikaning Entity to, enter into any Proposed Amendment to those terms and conditions of the Development and Operating Agreement specified in Section 7.3.2 unless Mnjikaning First Nation has received the consent or deemed consent of OFN Limited Partnership to the Proposed Amendment in accordance with Section 7.3.3 hereof.
- (b) Any consent of OFN Limited Partnership given or deemed to be given pursuant to this Section 7.3 (an "OFN Consent") shall be solely in respect of the specific terms of the Proposed Amendment presented to OFN Limited Partnership for consent. For greater certainty, should the terms of a Proposed Amendment be varied from those in respect of which an OFN Consent was given or deemed to be given (whether before or after such Proposed Amendment occurs), then the Proposed Amendment as varied and taken as a whole shall be deemed to be a separate Proposed Amendment for all purposes of this Article 7.
- 7.3.2 The provisions of Section 7.3.1 shall apply only in respect of the following terms and conditions of the Development and Operating Agreement:
- (a) Sections 4.1, 4.3, 4.4, 5.11, 6.1, 6.4, 6.6, 6.7, 11.1, 11.2, 13.1 and 13.2 thereof and Section 6.2 thereof, including paragraphs (i), (ii), (iv), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii)(A), (xiii), (xiv)(A) and (xv) thereof, but not the priorities among the payments referred to in those paragraphs, and not including paragraphs (iii), (xii)(B) and (xiv)(B) thereof, and also including paragraph (xvi) thereof;
- (b) the definitions therein of "Complex", "Complex Lands" and "Complex Sublease" in paragraphs 1.1(y), (z) and (aa) thereof, respectively, and Sections 8.3, 8.4, and 8.5 thereof, provided that nothing in this paragraph 7.3.2(b) hereof shall require the consent of OFN Limited Partnership for any amendment referred to in Section 7.4. 1 (b) of this Agreement;
- (c) any amendment, modification, replacement or restatement of any of the terms and conditions listed in paragraphs 7.3.2(a) through (c) hereof, both inclusive; and
- (d) any definitions or other defined terms used or referred to in the terms and conditions listed in paragraphs 7.3.2(a) through (c) hereof, both inclusive.
- 7.3.3 (a) Mnjikaning First Nation shall promptly give notice in writing of any Proposed Amendment which it wishes to proceed with and for which it requires the consent of OFN Limited Partnership pursuant to this Section 7.3. Mnjikaning First Nation shall endeavour to provide relevant

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information respecting the Proposed Amendment with such notice or as soon as reasonably practicable thereafter.

- (b) OFN Limited Partnership shall act promptly in evaluating such notice and information and shall request any additional information reasonably necessary to make an informed decision within 20 days of receiving the notice and information referred to in paragraph (a), provided that OFN Limited Partnership shall be entitled to make further requests for further additional information reasonably necessary to make an informed decision.
- (c) IF OFN Limited Partnership fails to give written notice to Mnjikaning First Nation that it does not consent to the Proposed Amendment by the later of (i) 90 days after receiving the notice referred to in paragraph 7.3.3 (a) and (ii) 45 days after receiving all information reasonably requested under paragraph 7.3.3(b), then OFN Limited Partnership shall be deemed to have consented to such Proposed Amendment on the next following day.

7.3.4 In deciding whether to grant or withhold consent under Section 7.3.3 hereof, OFN Limited Partnership shall act in a commercially reasonable manner. Without limiting the generality of the foregoing:

- (a) any consent or withholding of consent on the basis of whether the Proposed Amendments are commercially reasonable shall take into account, among other things, the operation, location and profitability of the Complex and the terms of the Development and Operating Agreement; and
- (b) any consent or withholding of consent on the basis of the lack of sufficient information to enable a reasonable person with advisors to make an informed decision concerning the Proposed Amendment shall take into account all of the information, or lack of information, available to OFN Limited Partnership about the operation, location and profitability of the Complex, the terms of the Development and Operating Agreement and the subject matter of the Proposed Amendment.

7.3.5 Where an arbitrator, in proceedings in accordance with Article 9 of this Agreement, finds:

- (a) that there have been one or more amendments which have been made to the terms of the Development and Operating Agreement, for which the consent of OFN Limited Partnership was not required, including an amendment referred to in Section 7.5 hereof, or for which a required consent was not sought or given, in accordance with Section 7.3.1 of this Agreement (the "Unapproved Amendments"); and

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- (b) that the Unapproved Amendments that are relevant to the arbitration have each caused or permitted a decrease in net revenues available for distribution to the Limited Partnerships in excess of \$100,000 in any Operating Year; and
- (c) that the Unapproved Amendments, in the aggregate, have caused or permitted a decrease in net revenues otherwise available for distribution to the Limited Partnerships in excess of an amount calculated as 5% of the net revenue in the Operating Year preceding the latest of the Unapproved Amendments, in each of two consecutive Operating Years, or may reasonably be expected to do so within five Operating Years after the date of the decision;

then the arbitrator may, if he or she considers it to be just and reasonable to do so in the circumstances, order that the provisions of Section 7.3.1 hereof be extended, for the future, to apply to any Proposed Amendments to any other terms of the Development and Operating Agreement that are not included in Section 7.3.2 hereof; provided that in making any order under this Section 7.3.5, the arbitrator shall take into account any other remedies that may have been sought or awarded in any prior arbitration, or which may be sought or awarded by the arbitrator himself or herself in respect of any of the Unapproved Amendments.

#### 7.4 Limitations.

- 7.4.1 The provisions of Section 7.3 hereof shall not apply to any Proposed Amendment which is:
  - (a) solely to permit acceleration of the terms of repayment of the "Operator's Contribution" in the existing Development and Operating Agreement as of the date hereof; or
  - (b) solely in respect of the capital expenditure program relating to the expansion and renovation of the existing Complex and the addition of a hotel and entertainment complex approved by the Chiefs in Assembly on June 17, 1999 and the financing and development agreements to implement such program.
- 7.4.2 Nothing in this Article 7, including Section 7.3.2, shall derogate from or affect any of:
  - (a) any rights of any Mnjikaning Entity in respect of any existing or future Mnjikaning Transaction, which the parties agree are governed by Article 6 of this Agreement;
  - (b) any rights of any Mnjikaning Entity to terminate or not renew the Development and Operating Agreement (or any rights of any other person with respect thereto); or

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- (c) any other rights of any Mnjikaning Entity under the terms of the Development and Operating Agreement, including rights with respect to approval of the Operating Budget under Section 3.7(c) thereof.

7.4.3 In the event that OLGC or the Operator do not consent in writing to Mnjikaning First Nation entering into this Agreement, then nothing in this Article 7 shall require Mnjikaning First Nation to act in a way that would place it in breach of any legal obligation existing at the date hereof owed to any such non-consenting party under the Development and Operating Agreement, including any legal obligation to negotiate in good faith with any other party to the Development and Operating Agreement. In the event of a conflict between the legal obligations of Mnjikaning First Nation existing at the date hereof owed to any such non-consenting party under the Development and Operating Agreement and the obligations of Mnjikaning First Nation under this Article 7, the legal obligations of Mnjikaning First Nation existing at the date hereof owed to any such non-consenting party under the Development and Operating Agreement shall prevail and the provisions of this Article 7 shall have no force or effect to the extent of such conflict.

## 7.5 Termination and Review of Consent Provisions.

7.5.1 Mnjikaning First Nation shall have the right, in its absolute discretion, not sooner than:

- (a) 120 days prior to July 31, 2006, if the Development and Operating Agreement as it may exist at that time is scheduled to terminate in accordance with its terms on that date; and
- (b) 120 days prior to each successive date on which the Development and Operating Agreement, as it may exist from time to time, may terminate in accordance with its terms; and
- (c) 120 days prior to any earlier date than those referred to in paragraphs (a) and (b) respectively on which the Development and Operating Agreement as it currently exists or may exist from time to time, may terminate in accordance with its terms;

as the case may be, give notice in writing to OFN Limited Partnership of termination of the provisions of Section 7.3 hereof, and those provisions shall cease to have effect forthwith upon receipt by OFN Limited Partnership of the notice.

7.5.2 Without imposing on Mnjikaning First Nation any legal, fiduciary or other binding obligation or duty to act otherwise than in its own best interests, Mnjikaning First Nation agrees that before giving any notice under Section 7.5.1 of this Agreement, it will negotiate in good faith with OFN Limited Partnership with the objective of concluding a renewal or extension of the term of the

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Development and Operating Agreement, with or without amendments, on terms that would also be acceptable to OFN Limited Partnership.

- 7.5.3 After giving notice under Section 7.5.1 of this Agreement, and while any negotiations with any Mnjikaning Entity for the extension, renewal, or replacement of the Development and Operating Agreement are ongoing, Mnjikaning First Nation shall, to the extent reasonably practicable:
- (a) continue to consult with, and provide material information to, a non-voting observer appointed by OFN Limited Partnership in connection with the said negotiations;
  - (b) include such non-voting observer in all formal negotiating meetings with other persons in connection with the said negotiations; and
  - (c) conduct such negotiations taking into account the common interests of all Ontario First Nations in maximizing the net revenue available for distribution to the Limited Partnerships.
- 7.5.4 In the event that, following delivery of a notice under Section 7.5.1 hereof, Mnjikaning First Nation enters into any renewal or extension or replacement of the Development and Operating Agreement, with or without amendments to the terms and conditions thereof, the provisions of this Article 7, including for greater certainty Sections 7.3.1. and 7.5.1 hereof, shall be applicable to such Development and Operating Agreement, and:
- (a) the parties hereto will forthwith negotiate in good faith any necessary amendments to the terms of this Article 7 to conform to and reflect, so far as may be possible, the terms and conditions of such Development and Operating Agreement; and
  - (b) in the event of a dispute with respect to any matter arising in such negotiations, any party may have recourse to the provisions of Article 9 of this Agreement, and the arbitrator may order that any amendments to this Article 7 which in his or her opinion are necessary for such purpose shall be made.

#### **ARTICLE 8**

##### **OBSERVATION OF MNJIKANING FIRST NATION DECISION MAKING**

**8.1 Use, Expenditure and Investment of Funds.** Decisions concerning the use, expenditure or investment of Net Cash, as that term is defined and used in Sections 1. 1 and 6. 1 of the MFN Limited Partnership Agreement, shall be made only by resolution passed at a special meeting of the MFN Chief and Council held for that purpose from time to time (each an "MFN Net Revenue Meeting").

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**8.2 Chiefs of Ontario and OFN Limited Partnership Observers.** Each of the Chiefs of Ontario and OFN Limited Partnership shall be permitted, by written notice to the MFN Chief and Council, to appoint one observer (who may be replaced from time to time by the party which appointed them) who will be:

- (a) provided with written notice of and documentation concerning, all MFN Net Revenue Meetings as provided in the following Sections 8.3 and 8.4 hereof; and
- (b) permitted to attend and observe (but not speak, except at the invitation of the chair of the meeting, and, not vote) at only those MFN Net Revenue Meetings held to consider a proposed use, expenditure and investment of funds for the purposes specified in paragraph 3.4. 1 (a) of the Revenue Agreement.

The Chiefs of Ontario and OFN Limited Partnership agree to consider the advisability of jointly appointing a single person as their observer under this Section.

**8.3 Notice and Information in Advance.**

- 8.3.1 At least 10 days' notice of any MFN Net Revenue Meeting (but not more than 50 days' notice) shall be given to the Chiefs of Ontario and OFN Limited Partnership stating the time and place of the meeting, together with an agenda and a statement of the subject matter, but not necessarily the text, of any resolution proposed to be passed at such meeting.
- 8.3.2 Mnjikaning First Nation shall also deliver with the notice of any MFN Net Revenue Meeting a copy of any proposal document or commitment form summarizing the proposed use, expenditure or investment of funds to be considered by the MFN Chief and Council at such meeting.

**8.4 Additional Information to be Provided.**

- 8.4.1 Subject to Section 8.4.2 hereof, as soon as possible at or after any MFN Net Revenue Meeting held to consider a proposed use, expenditure or investment of funds for the purposes specified in paragraph 3.4.1(a) of the Revenue Agreement, but in any event within 10 Business Days after the relevant MFN Net Revenue Meeting, Mnjikaning First Nation shall deliver to the non-voting observers a copy of the following documentation considered by the MFN Chief and Council at such meeting:
  - (a) any request for proposals issued by any Mnjikaning Entity, and any bid document accepted or recommended for acceptance;
  - (b) any summary of the proposed terms of the principal contractual document or documents involved, and any current or proposed text or draft of such contractual document or documents;

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- (c) any other document that describes the nature of the interest to be held, or the remuneration, payments or benefits to be received by any Mnjikaning Entity, if any;
- (d) any written endorsement, recommendation or other commentary on the proposal received by a Mnjikaning Entity from any person, including any summary of community consultation thereon;
- (e) any information provided to OLGC or the Operator about the proposal;
- (f) any final report to MFN Chief and Council prepared by any responsible subcommittee or staff person;
- (g) any other documentation that may be provided to or tabled with the MFN Chief and Council for purposes of the MFN Net Revenue Meeting; and
- (h) any minutes of, and resolution passed at, the relevant MFN Net Revenue Meeting, provided that Mnjikaning First Nation shall ensure that such minutes or resolutions shall contain or append an executive summary of the use, expenditure or investment of funds as approved.

8.4.2 Where any documentation referred to in Section 8.4.1 is provided to the MFN Chief and Council in advance of an MFN Net Revenue Meeting, Mnjikaning First Nation shall use best efforts to provide that documentation to the non-voting observers at the same time.

8.4.3 The non-voting observers shall also be entitled to request additional information about any proposal, and the MFN Chief and Council may, in their absolute discretion, either provide or refuse to provide the requested information.

**8.5 Presentation by MFN Chief and Council.** Within 30 days of the end of each fiscal quarter of Mnjikaning First Nation, the MFN Chief and Council shall give notice inviting the non-voting observers to an MFN Net Revenue Meeting for the purpose of providing them with a presentation concerning the decisions made by the MFN Chief and Council during that fiscal quarter respecting the use, expenditure and investment of funds for the purposes specified in paragraph 3.4.1(b) of the Revenue Agreement. At or prior to any presentation under this Section 8.5, the MFN Chief and Council shall provide the non-voting observers with the type of documentation referred to in paragraph 8.4.1(h) hereof, and shall consider the desirability of providing the non-voting observers with additional documentation referred to in Section 8.4 hereof, and may in their discretion provide any or all of such documentation on the terms and conditions therein set out.

**8.6 Confidentiality and Conflict of Interest.** The entitlements of the non-voting observers under Sections 8.4 and 8.5 shall be subject to the conditions that:

- (a) each non-voting observer from time to time shall have first executed a confidentiality agreement in the form attached hereto as Schedule B; and



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- (b) each non-voting observer may be excluded from that portion of any meeting of the MFN Chief and Council, and from receiving any related documentation, to the extent that they deal with any matter in respect of which the MFN Chief and Council, acting reasonably, determines that the Mnjikaning First Nation has interests that do or may conflict with those of the Chiefs of Ontario or OFN Limited Partnership and that, accordingly, it would be inappropriate for such observer to be in attendance or to receive such materials.

**8.7 Materiality.** The provisions of Sections 8.3.2, 8.4.1, 8.4.2 and 8.5 hereof shall not apply in respect of any decision, or series of related decisions, which in the aggregate involve the use, expenditure or investment of less than \$10,000.

**8.8 Procedure for Review.**

**8.8.1** Subject to Section 8.8.3, promptly following receipt of any notice of an objection by any party to any proceedings under this Article 8, the parties concerned shall discuss in good faith the objection and use their respective best efforts to remedy it. If the matter is not resolved to the satisfaction of all parties within 10 Business Days after receipt of the notice of the objection, the matter may be referred by either party to binding arbitration in accordance with Article 9 of this Agreement (provided that for the purposes of this Article 8 notwithstanding that Section 9.3 hereof requires a single Arbitrator):

- (a) the arbitrator shall consist of a panel of four Elders of which two will be chosen by Mnjikaning First Nation and two will be chosen by OFN Limited Partnership and a fifth chairperson;
- (b) such Elders shall choose the chairperson, who need not be an Elder but who shall have experience relevant to the dispute (provided for greater certainty that the chairperson shall not have a second, tie-breaking vote);
- (c) each of the parties shall choose Elders for this purpose within three weeks of the request for arbitration and shall cause the Elders to choose the chairperson within the subsequent two weeks; and
- (d) the arbitration panel shall hear any such dispute and prove a binding resolution within 45 days of the day that the chairperson is chosen.

**8.8.2** The arbitration decision will be final and binding on the parties and no appeal will lie therefrom. The arbitration panel may award such remedy or remedies in its sole discretion as it determines is appropriate and just in the circumstances.

**8.8.3** Sections 8.8.1 and 8.8.2 shall not apply in any case where the notice of objection concerns an allegation of breach of confidentiality, and the procedure in Article 9 of this Agreement shall apply in any such case, with the following modifications:

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- (a) the periods of time referred to in Sections 9.1 and 9.2 shall run concurrently, and shall be limited to 10 Business Days in total;
- (b) the remedy or remedies imposed by the arbitrator may include, but shall not be limited to, an award relieving Mnjikaning First Nation from any further obligation to provide documentation to the individual or individuals concerned.

#### **8.9 Review of this Article 8.**

- 8.9.1 The review process provided for in Sections 3.1 to 3.6 of this Agreement shall include review of the operation of this Article 8, and shall consider any amendments to the provisions of this Article that may be proposed by the parties.
- 8.9.2 In the event that there is a judgment of a court of final jurisdiction with no further right of appeal in the MFN Claim which entitles Mnjikaning First Nation to receive a share of the Ongoing Net Revenues which is different from that set out in paragraphs 2.8.8(a)(i), (ii), and (iii) of the Revenue Agreement, as the case may be, the parties agree that Sections 8.2, 8.3, 8.4, 8.5, 8.6 and 8.7 of this Agreement shall cease to have effect.

### **ARTICLE 9 DISPUTES**

**9.1 Notice of Concern.** In the event any dispute, claim, difference or question arises among any of the parties concerning the construction, meaning, effect, implementation of or compliance with this Agreement that requires consideration, any party may provide notice to another party of same. The party receiving such notice shall have a reasonable period of time to consider and, if it believes fit, address the concern, such period not to exceed 45 days. If the concern is addressed to the reasonable satisfaction of the party giving the notice (as confirmed by such party in writing), the dispute shall be deemed to be cured and may not be the basis for further remedies hereunder.

**9.2 Good Faith Discussion.** If the concern is not addressed to the reasonable satisfaction of the party who provided notice thereof, the parties to the notice shall consult in good faith to discuss the concern and possible remedial action which could take place to address it. This step shall be completed within 60 days unless the parties otherwise agree (in writing). If the concern is addressed to the reasonable satisfaction of the party who provided the notice (as confirmed by such party in writing), the dispute shall be deemed to be cured and may not be the basis for further remedies hereunder.

**9.3 Dispute Resolution.** In the event that an acceptable resolution of the concern is not achieved pursuant to the foregoing provisions, the concern (other than a concern referred to in Section 6.4.2 or in Section 8.8.1, which shall be dealt with by an arbitration in accordance with those respective sections) shall be referred to a single arbitrator mutually agreed upon by the parties or, failing agreement, an arbitrator appointed pursuant to the *Arbitration Act, 1991*

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(Ontario) (hereinafter referred to as the "Arbitrator"). The arbitration shall be conducted at a time and place and in accordance with the procedure and rules to be determined by the Arbitrator. The decision of the Arbitrator will be final and binding on the parties and no appeal will lie therefrom. The Arbitrator, as part of his or her award, may award costs of the arbitration, in his or her discretion, having regard to the success achieved, the good faith of the parties, the encouragement of good faith discussions to resolve concerns and other relevant factors.

**9.4 Remedy.** In the event that any party does not comply with any decision of the Arbitrator, then the other party or parties hereto may take in its or their discretion such steps as are reasonably necessary and proportionate to address the decision of the Arbitrator in accordance with applicable law.

#### **ARTICLE 10 TERM AND TERMINATION**

**10.1 Term and Termination.** This Agreement shall commence on the date hereof and shall terminate at the same time as the Revenue Agreement is terminated, or at such different time as the parties may agree upon (provided for greater certainty that any provision which by the terms hereof ceases to have effect ("Expire") prior to the termination of this Agreement shall so Expire notwithstanding that this Agreement may continue in force thereafter).

#### **ARTICLE 11 GENERAL**

**11.1 Notices.** Any notice, demand, request, consent, agreement or approval which may 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 telex, telecopy, facsimile or telegram and in the case of:

The Chiefs of Ontario, addressed to it at:

344 Bloor Street West, Suite 602  
Toronto, Ontario  
M5S 3A7

Telecopier: (416) 972-0217

Attention: Michael Sherry

Mnjikaning First Nation, addressed to it at:

5884 Rama Road  
Rama, Ontario  
LOK 1T0

Telecopier: (705) 325-0879

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Attention: Chief

with a copy to:

McCarthy Tétrault  
Suite 4700, Toronto Dominion Bank Tower  
Toronto Dominion Centre  
Toronto, Ontario  
M5K 1E6

Telecopier: (416) 868-0673

Attention: Jonathan Grant

MFN Limited Partnership, addressed to it at:

5884 Rama Road  
Rama, Ontario  
LOK 1T0

Telecopier: (705) 325-0879

Attention: Mnjikaning Chippewas General Partner Inc.

with a copy to:

McCarthy Tétrault  
Suite 4700, Toronto Dominion Bank Tower  
Toronto Dominion Centre  
Toronto, Ontario  
M5K 1E6

Telecopier: (416) 868-0673

Attention: Jonathan Grant

OFN Limited Partnership, addressed to it at:

Ontario First Nations Limited Partnership  
2nd Floor  
Mississaugas of The New Credit First Nation Commercial Plaza  
P.O. Box 10  
4453 First Line Road  
R.R. # 6  
Hagersville, Ontario

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NOA 1H0

Attention: General Manager

with a copy to:

Blake, Cassels & Graydon LLP  
Commerce Court West  
Toronto, Ontario  
M5L 1A9

Telecopier: (416) 863-2653

Attention: Bliss A. White

or to such other address or to the attention of such other persons as a party may from time to time advise to the other parties by notice in writing. Any party may request in writing that a copy of any notice to it be sent to its legal counsel at the address indicated in its request. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally or by telecopy, facsimile or telegram 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. Any such notice, demand, request, consent, agreement or approval shall be effective for the purposes of this Agreement on the date of delivery to the party to which it is addressed.

**11.2 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, or any of their successors and permitted assigns.

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

**11.4 Understanding and Agreements.** Subject to Section 1.15 of the Revenue Agreement and Section 2.3 of this Agreement, the Revenue Arrangements constitute all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, agreements, representations, discussions, understandings and proposals, whether oral or written, including the Rolling Draft.

**11.5 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.

**11.6 Extensions or Abridgements of Time.** The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.

**11.7 Law of Interpretation.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**11.8 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.

**11.9 Assignment.** Except by operation of law, no party to this Agreement may assign any of its rights or obligations under this Agreement, including in respect of Disputed Amounts and the Joint Account, without the prior written consent of the other parties hereto, which consent may be unreasonably withheld. Any such purported assignment made without the consent of the other parties shall be void and of no effect.

**11.10 Waivers.** No 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 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 full force and effect with respect to any other then-existing or subsequent breach thereof.

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

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**11.12 Conflict.** In the event of any inconsistency between the terms set out in this Agreement and any schedules attached hereto, the terms of this Agreement shall prevail to the extent of such inconsistency.

**EXECUTION**

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.

**INDIAN ASSOCIATIONS CO-ORDINATING  
COMMITTEE OF ONTARIO INC., carrying on  
business as CHIEFS OF ONTARIO**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the named party.

**CHIPPEWAS OF MNJIKANING FIRST  
NATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the named party.

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**ONTARIO FIRST NATIONS LIMITED  
PARTNERSHIP  
By its General Partner  
ONTARIO FIRST NATIONS GENERAL  
PARTNER INC.**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**I/We have authority to bind the named party.**

**MNJIKANING FIRST NATION LIMITED  
PARTNERSHIP  
By its General Partner  
MNJIKANING CHIPPEWAS GENERAL  
PARTNER INC.**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**I/We have authority to bind the named party.**



Schedule A  
JOINT DIRECTION

**TO: Ontario Lottery and Gaming Corporation**

**AND TO: The Queen In Right Of Ontario**

Reference is made to the Casino Rama Revenue Agreement dated June , 2000 among Her Majesty the Queen in Right of Ontario as Represented by the Honourable James Flaherty, Attorney-General and Minister Responsible for Native Affairs, Ontario Lottery and Gaming Corporation, Ontario First Nations Limited Partnership and Mnjikaning First Nation Limited Partnership (the "Revenue Agreement") and to the Casino Rama Protocol Agreement dated June , 2000 among the Indian Associations Co-Ordinating Committee of Ontario Inc., the Chippewas of Mnjikaning First Nation, Ontario First Nations Limited Partnership and Mnjikaning First Nation Limited Partnership (the "Protocol Agreement"). Capitalized terms not defined herein have the meaning given to them in the Revenue Agreement or in the Protocol Agreement, as applicable.

For the purposes of, and in accordance with, Section 2.8.2 of the Revenue Agreement and Section 3.5 of the Protocol Agreement, the undersigned hereby irrevocably direct that Ontario Lottery and Gaming Corporation transfer the 35% Allocation as follows:

- (A) to OFN Limited Partnership \_\_\_\_\_%
- (B) to MFN Limited Partnership \_\_\_\_\_%
- (C) to the Joint Account designated by the Limited Partnerships as follows: \_\_\_\_\_%

The details of the Joint Account referred to in (C) above are as follows:

Bank:	Branch Transit No.	Account No.
-------	--------------------	-------------

This Joint Direction shall have effect from and after [date]. [OR This Joint Direction shall have effect from [date] to [date].]

[Insert any other terms proposed by the undersigned and agreed upon by the parties to the Revenue Agreement and/or by the parties to the Protocol Agreement, as applicable.]

The undersigned hereby agree that this Joint Direction shall be final and binding in all respects concerning the distribution to the Limited Partnerships of the foregoing amounts of Ongoing Net Revenues in accordance with the terms of this Joint Direction, and no proceedings of any kind whatsoever shall be taken by or against OLGC or the Province for the recovery or

**SCHEDULE "B"**  
**FULL AND FINAL RELEASE**

1. **IN CONSIDERATION OF** the respective payments to them by the Ontario Lottery and Gaming Corporation (hereinafter the "OLG") of \$7,296,015 and of \$2 and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Ontario First Nations Limited Partnership and their present and former officers, directors, partners, agents, servants, employees and members (hereinafter the "OFNLP") and the Ontario First Nations (2008) Limited Partnership and their present and former officers, directors, partners, agents, servants, employees and members (hereinafter the "OFNLP 2008"), do hereby release, acquit, remise and forever discharge the Province and the OLG, including their present and former officers, directors, partners, 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 related to or arising out of any entitlement that was or could have been asserted or claimed by the OFNLP and/or the OFNLP 2008 and/or First Nations in Ontario who are the limited partners of the OFNLP and/or the OFNLP 2008 (including First Nations in Ontario who are unsigned First Nations as at the date of this Release and who subsequently become limited partners of the OFNLP and/or the OFNLP 2008), and/or any members of First Nations who are limited partners of the OFNLP and/or OFNLP 2008 to the provincial portion of the harmonized sales tax on Casino Rama net revenues for the period July 1, 2010 to March 31, 2011, including but not limited to in connection with or arising from the Amended and Restated Development and Operating Agreement dated March 18, 1996 (the "DOA"), the Casino Rama Revenue Agreement dated June 9, 2000 (the "CRRRA"), and any other agreements in connection with Casino Rama.
2. **AND FOR THE SAID CONSIDERATION** the OFNLP and the OFNLP 2008 hereby agree 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 OLG or the Province, or any of them, for contribution, indemnity or any other relief. In the event that the OFNLP and/or the OFNLP 2008 should make any such claim or commence or maintain any such action, proceeding or other complaint, this document may be raised by the Province and the OLG 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 the OFNLP and the OFNLP 2008 that they have 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 the OFNLP and the OFNLP 2008 that they have the authority to execute this Full and Final Release on their own behalf and on behalf of all of their present and former officers, directors, partners, agents, servants, employees and members.
5. **AND IT IS ACKNOWLEDGED** that the OFNLP and the OFNLP 2008 have had an opportunity to review this Full and Final Release with their lawyers, and that they understand the terms of this Full and Final Release and voluntarily accept the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid, and represent and warrant that they have 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 the Province or the OLG and that any such liability is expressly denied.
7. **AND IT IS UNDERSTOOD AND AGREED** that in the event that the OFNLP and/or the OFNLP 2008 should hereafter make any claims or demands or commence or threaten to commence any actions against the Province or the OLG 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 the OFNLP and the OFNLP 2008 and shall enure to the benefit of the respective successors and assigns of the Province and the OLG.
9. **THIS RELEASE SHALL BE GOVERNED** by and construed in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the OFNLP and the OFNLP 2008 have caused this full and Final Release to be executed by their duly authorized representatives on the dates set out below.

**ONTARIO FIRST NATIONS LIMITED PARTNERSHIP**  
by its general partner, Ontario First Nations General Partner Inc.

\_\_\_\_\_ Date  
I have authority to bind the limited partnership

**ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP**  
by its general partner, New OFNLP General Partner Limited

\_\_\_\_\_ Date  
I have authority to bind the limited partnership

(144-G519)

**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'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**

**DEERFIELD HOMES LIMITED**  
Ontario Corporation No.1188766

TAKE NOTICE CONCERNING WINDING UP OF DEERFIELD HOMES LIMITED, Date of Incorporation: January 15, 1997, Liquidator: Jack N. M. Jamieson, Address 147 Fanshaw Street, Suite 306, Thunder Bay, Ontario, Postal Code P7C 5Z9, Appointed: Date August 1, 2011.

This notice is filed under subsection 205(2) of the Business Corporations Act. A meeting of the shareholders of the Corporation pursuant to subsection 205(1) of the Act was held on August 31, 2011.

Pursuant to subsection 205(3) of the Business Corporations Act, on the expiration of three months after the date of filing of this notice, the Corporation is dissolved.

DATED at Thunder Bay, this 7th day of October, 2011.

(144-P402) JACK N. M. JAMIESON  
Liquidator

**NOTICE TO CREDITORS AND OTHERS**

IN THE ESTATE OF DEL FITSUMI MIZANO, late of the Town of Sauble Beach, County of Bruce, Retired Merchant, Deceased

All persons having claims against the Estate of Del Fitsumi Mizano, who passed away on or about the 5th day of September, 2011, are hereby required to send full particulars of such claims to the undersigned on or before December 12, 2011, after which date the undersigned will distribute the assets of the Estate having only regard to claims that have then been received.

Dated at London, Ontario, this 12th day of October, 2011.

(144-P403) DOWNS LAW  
PROFESSIONAL CORPORATION  
BARRISTERS & SOLICITORS  
489 TALBOT STREET  
LONDON, ON N6A 2S4  
TEL: (519) 679-0063  
FAX: (519) 663-0799  
LAWYERS FOR THE ESTATE TRUSTEE

**NOTICE TO CREDITORS AND OTHERS**

IN THE ESTATE OF JOHN MICHAEL BARNES, late of the City of London, County of Middlesex, Retired Teacher, Deceased

All persons having claims against the Estate of John Michael Barnes, who passed away on or about the 18th day of September, 2011, are hereby required to send full particulars of such claims to the undersigned on or before December 12, 2011, after which date the undersigned will distribute the assets of the Estate having only regard to claims that have then been received.

Dated at London, Ontario, this 12th day of October, 2011.

(144-P404) DOWNS LAW  
PROFESSIONAL CORPORATION  
BARRISTERS & SOLICITORS  
489 TALBOT STREET  
LONDON, ON N6A 2S4  
TEL: (519) 679-0063  
FAX: (519) 663-0799  
LAWYERS FOR THE ESTATE TRUSTEE

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

**File # 10-6263**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Toronto Court, Ontario, dated October 21, 2010, Court File No. 02-CV-241461CM2 to me directed, against the real and personal property of Tony Dimichele also known as Antonio DiMichele, at the suit of 909403 Ontario limited, Marsica Investments Ltd et al, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Tony Dimichele also known as Antonio DiMichele, in and to:

269 Angelene Street, Mississauga On L5G 1X3

All of which said right, title, interest and equity of redemption of Tony Dimichele also known as Antonio DiMichele, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:**

Deposit 10% of bid price or \$1,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
All payments in cash or by certified cheque made payable to the Minister of Finance.  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
 Sheriff,  
 7755 Hurontario St  
 Brampton On L6W 4T6  
 905-456-4700 ext 5515

(144-P405)

**File # 10-5134**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Orangeville Court, Ontario, dated September 13, 2010, Court File No. 338/10 to me directed, against the real and personal property of Johnson Lee also known as Johnson M Lee, at the suit of Citi Cards Canada Inc, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Johnson Lee also known as Johnson M Lee, in and to:

3051 Patrick Crescent, Mississauga On L5R 3E7

All of which said right, title, interest and equity of redemption of Johnson Lee also known as Johnson M Lee, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:**

Deposit 10% of bid price or \$1,000.00, whichever is greater  
 Payable at time of sale by successful bidder  
 To be applied to purchase price  
 Non-refundable  
 Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
 All payments in cash or by certified cheque made payable to the Minister of Finance.  
 Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
 Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
 Sheriff,  
 7755 Hurontario St  
 Brampton On L6W 4T6  
 905-456-4700 ext 5515

(144-P406)

**File # 10-5790**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Toronto Court, Ontario, dated September 22, 2010, Court File No. 03-CV-255954CM3 to me directed, against the real and personal property of Diane Lund, at the suit of American Axle & Manufacturing Inc, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Diane Lund, in and to:

15 Armstrong Street, Brampton On L6W 1W7

All of which said right, title, interest and equity of redemption of Diane Lund, defendant in the said lands and tenements described above, I shall

offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:**

Deposit 10% of bid price or \$1,000.00, whichever is greater  
 Payable at time of sale by successful bidder  
 To be applied to purchase price  
 Non-refundable  
 Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
 All payments in cash or by certified cheque made payable to the Minister of Finance.  
 Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
 Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
 Sheriff,  
 7755 Hurontario St  
 Brampton On L6W 4T6  
 905-456-4700 ext 5515

(144-P407)

**File # 09-7113**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at London Court, Ontario, dated November 27, 2009, Court File No. 64130SR to me directed, against the real and personal property of Gregory Mantock aka Gregory R Mantock, at the suit of The Toronto-Dominion Bank, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Gregory Mantock aka Gregory R Mantock, in and to:

55 Forsythia Road, Brampton On L6T 2G2

All of which said right, title, interest and equity of redemption of Gregory Mantock aka Gregory R Mantock, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:**

Deposit 10% of bid price or \$1,000.00, whichever is greater  
 Payable at time of sale by successful bidder  
 To be applied to purchase price  
 Non-refundable  
 Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
 All payments in cash or by certified cheque made payable to the Minister of Finance.

Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

File # 10-2646

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

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

Date: October 6, 2011

FIONA KELLY  
Sheriff,  
7755 Hurontario St  
Brampton On L6W 4T6  
905-456-4700 ext 5515

(144-P408)

File # 10-2606

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Brampton Small Claims Court, Ontario, dated May 12, 2010, Court File No. SC-10-02139-00 to me directed, against the real and personal property of Imamdad Mohammadi also known as Imamdad Nohammadi, at the suit of Citi Cards Canada Inc, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Imamdad Mohammadi also known as Imamdad Nohammadi, in and to:

3400 Angel Pass Drive, Mississauga On L5M 7K5

All of which said right, title, interest and equity of redemption of Imamdad Mohammadi also known as Imamdad Nohammadi, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
All payments in cash or by certified cheque made payable to the Minister of Finance.  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
Sheriff,  
7755 Hurontario St  
Brampton On L6W 4T6  
905-456-4700 ext 5515

(144-P409)

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Ontario Superior Court of Justice at Toronto, dated March 26, 2010, Court File No. CV-10-397141 to me directed, against the real and personal property of 2202260 Ontario Inc operating as Pearl Computer and Education Center, Shivraj Singh, Shivani Singh, 1813293 Ontario Inc and 2195893 Ontario Incorporated, at the suit of The Toronto-Dominion Bank, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Shivraj Singh and Shivani Singh in and to:

38 Blue Spruce Street, Brampton On L6R 1C5

All of which said right, title, interest and equity of redemption of Shivraj Singh and Shivani Singh defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
All payments in cash or by certified cheque made payable to the Minister of Finance.  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
Sheriff,  
7755 Hurontario St  
Brampton On L6W 4T6  
905-456-4700 ext 5515

(144-P410)

File # 09-5697

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Brampton Court, Ontario, dated September 22, 2009, Court File No. CV-07-3113-00SR to me directed, against the real and personal property of 1104742 Ontario Limited, 2095130 Ontario Limited and Mark Skruch also known as Marek Skruch, at the suit of Far East Food Products Ltd, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Mark Skruch also known as Marek Skruch, in and to:

920 Sami Street, Mississauga On L5C 2W9

All of which said right, title, interest and equity of redemption of Mark Skruch also known as Marek Skruch, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
All payments in cash or by certified cheque made payable to the Minister of Finance.  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
Sheriff,  
7755 Hurontario St  
Brampton On L6W 4T6  
905-456-4700 ext 5515

(144-P411)

**File # 10-6765**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Toronto Court, Ontario, dated November 26, 2010, Court File No. CV-10-406077 to me directed, against the real and personal property of Marcia Wilson also known as Marcia A Wilson carrying on business as Classic Designs, at the suit of The Bank of Nova Scotia, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Marcia Wilson also known as Marcia A Wilson, in and to:

23 Shining Willow Crescent, Brampton On L6P 2A5

All of which said right, title, interest and equity of redemption of Marcia Wilson also known as Marcia A Wilson, defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
All payments in cash or by certified cheque made payable to the Minister of Finance.  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
Sheriff,  
7755 Hurontario St  
Brampton On L6W 4T6  
905-456-4700 ext 5515

(144-P412)

**File # 10-1145**

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Ontario Superior Court of Justice at Brantford, dated February 26, 2010, Court File No. CV-10-74-SR to me directed, against the real and personal property of Andrew M Witkowski also known as Andrew Witkowski also known as Andrezej Mark Witkowski, at the suit of The Toronto-Dominion Bank, Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of Andrew M Witkowski also known as Andrew Witkowski also known as Andrezej Mark Witkowski in and to:

25 Fairview Road West, #105, Mississauga On L5B 3Y8

All of which said right, title, interest and equity of redemption of Andrew M Witkowski also known as Andrew Witkowski also known as Andrezej Mark Witkowski defendant in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 7755 Hurontario Street, in Brampton on, Thursday, the 24th day of November 2011 at 10:00 o'clock in the morning.

**CONDITIONS:**

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

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at Enforcement Office, 7755 Hurontario Street, Brampton Ontario.  
All payments in cash or by certified cheque made payable to the Minister of Finance.  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price.  
Other conditions as announced.

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

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

Date: October 6, 2011

FIONA KELLY  
Sheriff,  
7755 Hurontario St  
Brampton On L6W 4T6  
905-456-4700 ext 5515

(144-P413)

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice dated April 22, 2009, Sheriff's file 09-95, to me directed, against the real and personal property of Frances E. Wieland,

also known as Frances Elizabeth Wieland, Debtor, at the suit of Citi Cards Canada Inc., Creditor, I have seized and taken in execution all the right, title, interest and equity of redemption of, Frances E. Wieland, also known as Frances Elizabeth Wieland, Debtor, in and to: Part of Lot 467, Plan 122 as in R422820, and known municipally as 311 Barr Street, Renfrew, Ontario.

All of which said right, title, interest and equity of redemption of Frances E. Wieland, also known as Frances Elizabeth Wieland, Debtor, and, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at Sheriff's Office, 297 Pembroke Street East, Pembroke, Ontario on December 9, 2011 at 11:00 A.M.

**CONDITIONS:**

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

**TERMS:** Deposit 10% or bid price of \$1,000.00, whichever is greater

Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at:  
Sheriff's Office: 297 Pembroke Street East, Pembroke, Ontario K8A 3K2  
All payments in cash or by certified cheque made payable to the Minister of Finance  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price  
Other conditions as announced

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

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

Date: October 11, 2011

(144-P414) SHERIFF'S NAME  
Sheriff – County of Renfrew  
297 Pembroke St. East, Pembroke

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Brampton dated March 8, 2010, Court File No. CV-08-939-00, to me directed, against the real and personal property of MARJETA LAINSCEK, Defendant, at the suit of THE BANK OF NOVA SCOTIA TRUST COMPANY, I have seized and taken in execution all the right, title, interest and equity of redemption of MARJETA LAINSCEK, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being PT LTS 15 & 16, PL 5202, AS IN EB309736; S/T EB196845 ETOBICOKE, City of Toronto, Known as 64 STEPHEN DRIVE, TORONTO, ONTARIO M8Y 3M9.

ALL OF WHICH said right, title, interest and equity of redemption of MARJETA LAINSCEK, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 22, 2011 at 11:00a.m. (Registration 9:00 a.m.-10:30a.m.)

**CONDITIONS:**

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

**TERMS:** \$2,000.00 certified cheque or cash upon bidder registration  
Deposit 10% of bid price or \$2,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario  
All payments in cash or by certified cheque made payable to the Sheriff of City of Toronto  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price  
Other conditions as announced

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

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

Date: October 11, 2011

(144-P415) D. USHER  
Sheriff  
393 University Avenue, 19th Floor  
Toronto, Ontario M5G 1E6  
416-327-5685

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of Ontario Superior Court of Justice, Toronto dated March 17, 2011, Court File No. CV-11-418337, to me directed, against the real and personal property of ANTONINA BONILLA aka NINA BONILLA and ISACC BONILLA aka JOSE ISAIAS BONILLA, Defendants, at the suit of ROYAL BANK OF CANADA, I have seized and taken in execution all the right, title, interest and equity of redemption of ANTONINA BONILLA, Defendant in and to:

ALL AND SINGULAR, that certain parcel or tract of land and premises situated, being PT LT 20 PL 2559 Twp of York; PT Lane PL 2559 Twp of York (Closed by CY557016) PT 8 & 9, 64R11085; TORONTO (YORK), City of Toronto, Known as 596 VAUGHAN ROAD, TORONTO, ONTARIO M6C 2R5.

ALL OF WHICH said right, title, interest and equity of redemption of ANTONINA BONILLA, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, 393 University Avenue, 19th Floor, Toronto, Ontario, on Tuesday, November 22, 2011 at 11:00a.m. (Registration 9:00 a.m.-10:30a.m.)

**CONDITIONS:**

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

**TERMS:** \$2,000.00 certified cheque or cash upon bidder registration  
Deposit 10% of bid price or \$2,000.00, whichever is greater  
Payable at time of sale by successful bidder  
To be applied to purchase price  
Non-refundable  
Ten business days from date of sale to arrange financing and pay balance in full at 393 University Ave. 19th Floor, Toronto, Ontario  
All payments in cash or by certified cheque made payable to the Sheriff of City of Toronto  
Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price  
Other conditions as announced

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



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

Date: October 11, 2011

D. USHER  
Sheriff  
393 University Avenue, 19th Floor  
Toronto, Ontario M5G 1E6  
416-327-5685

(144-P416)

**Sale of Land 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 IGNACE**

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until November 17, 2011 at 3:00 p.m. local time at 34 Highway 17 West, Ignace, Ontario P0T 1T0.

**Description of Land(s):**

1. PCL 32735 SEC DKF; PT LOCATION LK20 IGNACE PT 3, 23R2996; IGNACE PIN 42103-1452(LT)  
Municipally described as: 123 Davey Lake Road, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 39103 0000

**Minimum Tender Amount:** **\$ 4,454.44**

**Description of Land(s):**

2. PCL 35050SEC DKF; PT LOCATION HM47 IGNACE PT 1 & 2,23R6050; T/W PT 3,23R6050 AS IN LT164236; S/T PT 2, 23R6050 AS IN LT164236; IGNACE PIN 42103-1145(LT)  
Municipally described as: Hwy 17 East, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 47902 0000

**Minimum Tender Amount:** **\$ 28,967.64**

**Description of Land(s):**

3. PCL 33354 SEC DKF; LT 84 PL M671; IGNACE PIN 42103-1316(LT)  
Municipally described as: 347 TAIT STREET, IGNACE, ONTARIO;  
Assessment Roll No. 60 01 000 001 40184 0000

**Minimum Tender Amount:** **\$ 7,246.50**

**Description of Land(s):**

4. PCL 35324 SEC DKF; LT 31 PL M670 S/T LT139330; IGNACE,ONTARIO PIN 42103-1484 (LT)  
Municipally described as: 115 Huron Crescent, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 41033 0000

**Minimum Tender Amount:** **\$ 3,300.39**

**Description of Land(s):**

5. PCL 19975 SEC DKF; LT 1 PL M188; IGNACE PIN 42103-0785(LT)  
Municipally described as: 401 West Street, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 29100 0000

**Minimum Tender Amount:** **\$ 3,741.25**

**Description of Land(s):**

6. PCL 31224 SEC DKF; LT 111 PL M671; S/T THE CLAIMS, IF ANY; WHICH MAY BE ENFORCEABLE UNDER EXECUTION NUMBERS 518 LA, W. 10136, 502 LA & 511 LA, IGNACE PIN 42103-1343(LT)  
Municipally described as: 304 Cobb Street, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 40211 0000

**Minimum Tender Amount:** **\$ 9,149.01**

**Description of Land(s):**

7. PCL 23039 SEC DKF; PT FARM LOCATION LK20 IGNACE PT 1 TO 9, KR412 & PT 1, 23R5114; IGNACE PIN 42103-1453(LT)  
Municipally described as: 506 Pine Street, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 40700 0000

**Minimum Tender Amount:** **\$ 23,015.13**

**Description of Land(s):**

8. PCL 35324 SEC DKF; LT 32 PL M670 SET LT139330; IGNACE PIN 42103-1484(LT)  
Municipally described as: 15 Superior Avenue, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 41034 0000

**Minimum Tender Amount:** **\$ 3,234.58**

**Description of Land(s):**

9. PCL 32051 SEC DKF; LT 13 PL M671; IGNACE PIN 42103-1245 (LT)  
Municipally described as: 226 Davies Street, IGNACE, ONTARIO  
Assessment Roll No. 60 01 000 001 40113 0000

**Minimum Tender Amount:** **\$ 8,585.19**

**Description of Land(s):**

10. PCL 29501 SEC DKF; LT 138 PL M625 S/T PT 138, 23R3018 AS IN LT109863; IGNACE, PIN 42103-0977 (LT)  
Municipally described as: 137 Birch Drive, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 51700 0000

**Minimum Tender Amount:** **\$ 18,861.69**

**Description of Land(s):**

11. PCL 33869 SEC DKF; LT 10 PL M719;S/T LT138625; IGNACE, ONTARIO PIN 42103-1359 (LT)  
Municipally described as: 302 McNabb Street, Ignace, Ontario  
Assessment Roll No. 60 01 000 001 40060 0000

**Minimum Tender Amount:** **\$ 18,107.48**

**Description of Land(s):**

12. PCL 34925 SEC DKF; LT 31 PL M719; S/T LT138625; IGNACE, ONTARIO PIN 42103-1376 (LT)  
Municipally described as: 227 WREN STREET, IGNACE, ONTARIO  
Assessment Roll No. 60 01 000 001 40081 0000

**Minimum Tender Amount:** **\$ 8,143.31**

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 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:

MR. WAYNE HANCHARD  
Treasurer  
The Corporation of the Township of Ignace  
34 Highway 17 West  
P.O. Box 248  
IGNACE, Ontario P0T 1T0

(144-P417)

*MUNICIPAL ACT, 2001*

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE TOWN OF INNISFIL**

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 16 November 2011, at the Innisfil Town Hall, 2101 Innisfil Beach Road, Innisfil, Ontario L9S 1A1.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Innisfil Town Hall, 2101 Innisfil Beach Road, Innisfil.

**Description of Lands:**

Roll 43 16 010 011 15200 0000; PIN 58989-0205(LT) Lots 137, 138 and Part 136 Plan 759 Innisfil as in RO1132504; Innisfil. File 10-07

**Minimum Tender Amount: \$8,384.20**

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 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 contact:

Ms. Sharon Downie  
Supervisor of Revenue Services  
The Corporation of the Town of Innisfil  
2101 Innisfil Beach Road  
Innisfil, Ontario L9S 1A1  
705-436-3740 ext 2306  
www.town.innisfil.on.ca  
sdownie@innisfil.ca

(144-P418)

*MUNICIPAL ACT, 2001*

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE CITY OF THOROLD**

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 November 2011, at the Thorold City Hall, P.O. Box 1044, 3540 Schmon Pkwy, Thorold, Ontario L2V 4A7.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Thorold City Hall, 3540 Schmon Pkwy, Thorold.

**Description of Lands:**

Roll No. 27 31 000 002 04200 0000; 100 Wellington St. N. Thorold; PIN 64458-0077(LT) Lot 43 Plan 895 Village of Thorold; Part Lots 41 and 42 Plan 895 Village of Thorold as in R0178845; Part Lots 44, 48, 49, 50, 51 and Part Cynthia St. Plan 895 Village of Thorold as in TT12313 except RO610248; Thorold. File 10-02

**Minimum Tender Amount: \$397,227.60**

Roll No. 27 31 000 028 01009 0000; Eller Rd. SS Fonthill; PIN 64040-0131(LT) Part Thorold Township Lot 85 Thorold designated Parts 5 & 6 Plan 59R4279, S/T RO734963; Thorold. File 10-30

**Minimum Tender Amount: \$5,695.66**

Roll No. 27 31 000 029 14600 0000; 65 Bridge St. E. Port Robinson; PIN 64429-0051(LT) Parcel 34-1 Section M10; Lot 34 Plan M10 as confirmed by Plan 59BA191; Plan M10 is not a plan of subdivision within the meaning of the Planning Act; Thorold. File 10-31

**Minimum Tender Amount: \$11,583.47**

Roll No. 27 31 000 030 00501 0000; 1835 Turner Rd. Welland; PIN 64060-0037(LT) Part Township Lots 188 & 189 Thorold designated Parts 2 & 3 Plan 59R2400, S/T RO580445; Thorold. File 10-33

**Minimum Tender Amount: \$125,622.61**

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](http://www.OntarioTaxSales.ca), or if no internet available contact:

Ms. DAWN DOBBIE  
Tax Clerk  
The Corporation of the City of Thorold  
P.O. Box 1044  
3540 Schmon Pkwy  
Thorold, Ontario L2V 4A7  
905-227-6613 Ext. 235  
Email [taxes@thorold.com](mailto:taxes@thorold.com)  
Web site [www.thorold.com](http://www.thorold.com)

(144-P419)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CITY OF GREATER SUDBURY

(144-P420)

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

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

TAKE NOTICE that tenders for the purchase of the land(s) as described below will be received NO LATER THAN 3:00:00 p.m. (Our time), on Thursday, November 17, 2011, at the Supplies & Services Department, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury, ON. The tenders will then be opened in public on the same day at 3:30 p.m., in Room C-11 at Tom Davies Square.

Description of Lands:

File #10-22 (Roll #070.008.1200.0000)  
507 Kingsway Avenue  
McKim Twp Con 4 Lot 4 Pcl 45994  
Pt L8 & Pt L9 & Lot 10 & 11  
Lot 25 to 29 Plan M42

**Assessed Value: Commercial** **\$250,640.00**  
**Multi Residential** **\$492,360.00**  
**Minimum Tender Amount:** **\$200,725.56**

File #10-43 (Roll #170.001.02700.0000)  
Blezard Twp Con 1 Lot 8 Lot 9  
Pcl 27133

**Assessed Value: Commercial** **\$41,750.00**  
**Minimum Tender Amount:** **\$12,972.29**

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

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

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

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

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

The successful purchasers will be required to pay the amount tendered plus the accumulated taxes to the date of transfer to the successful purchasers and any relevant federal or provincial taxes that may apply (including land transfer tax and HST). Failure to complete the transaction by the successful bidders will result in the forfeiture of their deposit.

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

TONY DERRO  
Manager of Taxation

AGNES BECK  
Manager of Supplies & Services /Purchasing Agent

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CITY OF HAMILTON

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 Wednesday November 9, 2011 at the Information Desk 1st Floor, City Hall, 71 Main Street West, Hamilton, On. The tenders will then be opened in public on the same day at 3:10 p.m. local time in Room 264 of City Hall, 71 Main Street West, Hamilton, On.

Description of Lands:

1. 176 Kensington Avenue North  
LT 151, PL 378; Hamilton;  
Subject to Execution 96-00518, If enforceable  
PIN # 17222-0207 (LT)  
25.00 feet X 100.00 feet more or less  
Assessed Value: Residential **\$95,750**  
Serial No. 040.284.07160

**Minimum Bid:** **\$21,395.13**

2. 23 Nugent Drive  
LT 38, PL 1280;  
City of Hamilton,  
PIN # 17282-0076 (LT)  
Irregular, 50.03 feet X 101.02 feet more or less  
Assessed Value: Residential **\$204,250**  
Serial No. 050.451.03010

**Minimum Bid** **\$30,164.71**

3. 249 Hess Street North  
NOTE: OUTSTANDING MINISTRY OF ENVIRONMENT AND MUNICIPAL WORK ORDERS  
Part of Block of Land Bounded by Barton, Queen, Stuart and Hess Streets on G.S. Tiffany Survey (Unregistered) As in CD214133 and CD430037;  
City of Hamilton  
PIN # 17580-0100 (LT)  
Irregular, 377.00 feet X 178.00 feet more or less  
Assessed Value: Industrial Vacant **\$38,250**  
Serial No. 020.125.03490

**Minimum Bid** **\$122,545.12**

4. 220 Gage Avenue North  
LTS 19, 20, 21, 22, 23 & 24, PL 374;  
City of Hamilton  
PIN # 17220-0004 (LT)  
156.00 feet X 115.00 feet more or less  
Assessed Value: Commercial **\$264,000**  
Serial No. 040.281.50310

**Minimum Bid** **\$71,284.02**

5. 42 Loyalist Drive  
LT 176, PL 1250; S/T HL 248943, HL 250085  
City of Hamilton  
PIN # 17280-0220 (LT)  
50.00 feet X 104.78 feet more or less  
Assessed Value: Residential **\$218,250**  
Serial No. 050.433.02120

**Minimum Bid** **\$24,125.24**

6. 147 Britannia Avenue  
 LT 54, BLK C, PL 395  
 Hamilton  
 PIN # 17245 – 0078 (LT)  
 25.00 feet X 108.33 feet more or less  
 Assessed Value: Residential \$96,000  
 Serial No. 040.313.53970

**Minimum Bid \$25,874.28**

7. 561 – 563 King Street East  
 LT 1, PL 70; PT LT 2, PL 70,  
 As in VM 228061; S/T VM 228061;  
 Hamilton  
 PIN # 17179 – 0145 (LT)  
 Corner, 47.62 feet X 97.83 feet more or less  
 Assessed Value: Commercial \$134,434  
 Residential \$97,316  
 Serial No. 030.212.00700

**Minimum Bid \$123,344.21**

8. CANCELLED

9. 30 Regent Avenue Unit 56A  
 NOTE: OUTSTANDING MUNICIPAL WORK ORDERS  
 Unit 56, Level 1, Wentworth Condominium Plan No 17;  
 PTS LT 5, 6, 7, 8, PL 921, PTS 1, 2,  
 62R1601 T/W AB320250, As in Declaration LT 23132;  
 City of Hamilton,  
 PIN # 18017 – 0056 (LT)  
 Assessed Value: Residential \$138,250  
 Serial No. 081.041.04931

**Minimum Bid \$12,920.66**

10. 493 Kenilworth Avenue North  
 PT LTS 485, 486 & 487, PL 505, As in NS 126394  
 Hamilton,  
 PIN # 17250-0010 (LT)  
 22.50 feet X 77.00 feet more or less  
 Assessed Value: Residential \$ 67,750  
 Serial No. 040.323.04070

**Minimum Bid \$9,894.40**

11. 20 St. Matthews Avenue  
 PT LT 11, CON 1 BARTON,  
 As in VM 76558; S/T & T/W VM 76558;  
 City of Hamilton,  
 PIN # 17186-0126 (LT)  
 19.13 feet X 95.89 feet more or less  
 Assessed Value: Residential \$99,000  
 Serial No. 030.217.57570

**Minimum Bid \$8,478.98**

12. 1422 Main Street East  
 Lot 4 PL 579;  
 Hamilton,  
 PIN # 17270-0393 (LT)  
 25.00 feet X 90.00 feet more or less  
 Assessed Value: Commercial \$42,493  
 Residential \$83,008  
 Serial No. 040.343.06630

**Minimum Bid \$21,539.97**

13. 1424 Main Street East  
 NOTE: OUTSTANDING MUNICIPAL WORK ORDERS  
 Lot 5 PL 579;  
 Hamilton,  
 PIN # 17270-0394 (LT)  
 25.00 feet X 90.00 feet more or less  
 Assessed Value: Residential \$91,000  
 Serial No. 040.343.06660

**Minimum Bid \$22,864.79**

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 company payable to the City of Hamilton and representing at least 20 per cent of the tender amount.

The municipality makes no representation regarding the title to or any other matters including any environmental concerns relating to the land to be sold. Any existing Federal or Provincial liens or executions will remain on title and may become the responsibility of the potential purchaser. Responsibility for ascertaining these matters rests with the potential purchasers. The municipality does not provide an opportunity for potential purchasers to view properties nor is it in a position to provide successful purchasers with a key or vacant possession.

This sale is governed by Part XI of the Municipal Act, 2001 and as amended by the Municipal Statute Law Amendment Act, 2002. The successful purchaser will be required to pay the amount tendered plus the accumulated taxes (i.e. the property taxes that have accumulated since the first day of advertising of the land for sale until a successful purchaser is declared) and any relevant federal or provincial taxes that may apply (including land transfer tax and HST). Failure to complete the transaction by the successful bidder (highest or if failed, second highest bidder) will result in the forfeiture of their deposit.

For further information regarding this sale including an updated list of properties still available for sale, and a copy of the prescribed form of tender documents, go to the City of Hamilton web site at <http://hamilton.ca>, or contact:

LARRY FRIDAY, DIRECTOR OF TAXATION  
 City of Hamilton  
 71 Main Street West,  
 Hamilton, Ontario L8P 4Y5  
 Attn: D. Kevin Beattie, Tax Sale Officer  
 Tel. (905) 546-2424 ext. 4538  
 Fax (905) 546-2449

(144-P421)

**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—10—22

THERE WERE NO REGULATIONS FILED FOR THE WEEK OF October 3 - 7.



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## Information

La Gazette de l'Ontario paraît chaque samedi, et les annonces à y insérer doivent parvenir à ses bureaux le jeudi à 15h au plus tard, soit au moins neuf jours avant la parution du numéro dans lequel elles figureront. Pour les semaines incluant le lundi de Pâques, le 11 novembre et les congés statutaires, accordez une journée de surplus. Pour connaître l'horaire entre Noël et le Jour de l'An s'il vous plaît communiquez avec le bureau de La Gazette de l'Ontario au (416) 326-5310 ou par courriel à [mbs.GazettePubsOnt@ontario.ca](mailto:mbs.GazettePubsOnt@ontario.ca)

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### LA GAZETTE DE L'ONTARIO

393, avenue University, 2<sup>e</sup> étage, Toronto Ontario M5G 2M2

Téléphone (416) 326-5306

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- 2) For a first insertion electronically submitted the basic rate is \$75 up to ¼ page.
- 3) For subsequent insertions of the same notice ordered at the same time the rate is \$40 each.
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