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Proclamation

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

REGULATED HEALTH PROFESSIONS STATUTE LAW AMENDMENT ACT, 2009

We, by and with the advice of the Executive Council of Ontario, name,

April 1, 2018 as the day on which the following provision of the *Regulated Health Professions Statute Law Amendment Act, 2009*, c. 26, which amends the *Healing Arts Radiation Protection Act*, comes into force:

s. 9.

WITNESS:

THE HONOURABLE
GEORGE R. STRATHY
CHIEF JUSTICE OF ONTARIO
ADMINISTRATOR OF THE GOVERNMENT OF OUR PROVINCE
OF ONTARIO

GIVEN at Toronto, Ontario, on September 27, 2017.

BY COMMAND

TRACY MACCHARLES
Minister of Government and Consumer
Services

(150-G449E)

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi

PROCLAMATION

LOI DE 2009 MODIFIANT DES LOIS EN CE QUI CONCERNE LES PROFESSIONS DE LA SANTÉ RÉGLEMENTÉES

Sur l'avis du Conseil exécutif de l'Ontario, nous fixons :

le 1^{er} avril 2018 comme jour d'entrée en vigueur de la disposition suivante de la *Loi de 2009 modifiant des lois en ce qui concerne les professions de la santé réglementées*, chap. 26, qui modifie la *Loi sur la protection contre les rayons X* :

art. 9.

TÉMOIN:

L'HONORABLE
GEORGE R. STRATHY
JUGE EN CHEF DE L'ONTARIO
ADMINISTRATEUR DU GOUVERNEMENT DE NOTRE
PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 27 septembre 2017.

PAR ORDRE

TRACY MACCHARLES
ministre des Services gouvernementaux et
des Services aux consommateurs

(150-G449F)

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

SUPPORTING CHILDREN, YOUTH AND FAMILIES ACT, 2017

We, by and with the advice of the Executive Council of Ontario, name,

January 1, 2018 as the day on which the following provisions of the *Supporting Children, Youth and Families Act, 2017*, c. 14, which amend the *Child and Family Services Act*, come into force:

Schedule 2, s. 1-15.

WITNESS:

THE HONOURABLE
GEORGE R. STRATHY
CHIEF JUSTICE OF ONTARIO
ADMINISTRATOR OF THE GOVERNMENT OF OUR PROVINCE
OF ONTARIO

GIVEN at Toronto, Ontario, on September 27, 2017.

BY COMMAND

TRACY MACCHARLES
Minister of Government and Consumer
Services

(150-G450E)

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

PROTECTING CONDOMINIUM OWNERS ACT, 2015

We, by and with the advice of the Executive Council of Ontario, name,

January 1, 2018 as the day on which the following provisions of the *Protecting Condominium Owners Act, 2015*, c. 28, which amend the *Condominium Act, 1998*, come into force:

Schedule 1, s. 12, 117, 143.

WITNESS:

THE HONOURABLE
GEORGE R. STRATHY
CHIEF JUSTICE OF ONTARIO
ADMINISTRATOR OF THE GOVERNMENT OF OUR PROVINCE
OF ONTARIO

GIVEN at Toronto, Ontario, on September 27, 2017.

BY COMMAND

TRACY MACCHARLES
Minister of Government and Consumer
Services

(150-G451E)

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi

PROCLAMATION

LOI DE 2017 SUR LE SOUTIEN À L'ENFANCE, À LA JEUNESSE ET À LA FAMILLE

Sur l'avis du Conseil exécutif de l'Ontario, nous fixons :

le 1^{er} janvier 2018 comme jour d'entrée en vigueur des dispositions suivantes de la *Loi de 2017 sur le soutien à l'enfance, à la jeunesse et à la famille*, chap. 14, qui modifient la *Loi sur les services à l'enfance et à la famille* :

Annexe 2, art. 1-15.

TÉMOIN:

L'HONORABLE
GEORGE R. STRATHY
JUGE EN CHEF DE L'ONTARIO
ADMINISTRATEUR DU GOUVERNEMENT DE NOTRE
PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 27 septembre 2017.

PAR ORDRE

TRACY MACCHARLES
ministre des Services gouvernementaux et
des Services aux consommateurs

(150-G450F)

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi

PROCLAMATION

LOI DE 2015 SUR LA PROTECTION DES PROPRIÉTAIRES DE CONDOMINIUMS

Sur l'avis du Conseil exécutif de l'Ontario, nous fixons :

le 1^{er} janvier 2018 comme jour d'entrée en vigueur des dispositions suivantes de la *Loi de 2015 sur la protection des propriétaires de condominiums*, chap. 28, qui modifient la *Loi de 1998 sur les condominiums* :

Annexe 1, art. 12, 117, 143.

TÉMOIN:

L'HONORABLE
GEORGE R. STRATHY
JUGE EN CHEF DE L'ONTARIO
ADMINISTRATEUR DU GOUVERNEMENT DE NOTRE
PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 27 septembre 2017.

PAR ORDRE

TRACY MACCHARLES
ministre des Services gouvernementaux et
des Services aux consommateurs

(150-G451F)

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.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-10-14	A. D. STEVENS & ASSOCIATES INC.	001024325
2017-10-14	A.O.C. COMPANY LTD.	000906759
2017-10-14	ACCESS COMMUNICATION STRATEGIES INC.	001014181
2017-10-14	ARMITAGE ELECTRIC INC.	001017593
2017-10-14	AU COQ DORE INC.	001030029
2017-10-14	BELL'S MECH-TECH INC.	001022965
2017-10-14	BRIGHT SCHOLARS MONTESSORI & PRE-SCHOOL INC.	001017665
2017-10-14	BRUNEL CONSTRUCTION 2000 LIMITED	001030361
2017-10-14	CAMERON THOMSON GROUP LTD.	001413375
2017-10-14	CANON PICTURES INCORPORATED	001021509
2017-10-14	CITY OFFICE FURNITURE & DESIGN LTD.	001015181
2017-10-14	CITY TOWING & STORAGE LTD.	001019125
2017-10-14	CLASSIC INVESTMENTS (NORTHERN AND EASTERN) INC.	001011141
2017-10-14	COULTER HOUSE INC.	001017937
2017-10-14	DORDREV HOLDINGS LIMITED	001033697
2017-10-14	E.A. SALONS CANADA LTD.	001033657
2017-10-14	EBERSOLE EXCAVATING INC.	001162627
2017-10-14	EMERY COMPUTER SERVICES INC.	001031041
2017-10-14	ERACLEA DEVELOPMENTS LIMITED	001033929
2017-10-14	FERRIER & ASSOCIATES INC.	001037281
2017-10-14	GEOFFREY KENDALL ARCHITECT INC.	001034485

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-10-14	GETAWAY SITTING SERVICE CANADA INC.	001020149
2017-10-14	GLOBALWORKS MARKETING INC.	001030897
2017-10-14	HARLEY MOORE ENGINES LTD.	001022533
2017-10-14	HILLCRETE INVESTMENTS LTD.	001021989
2017-10-14	HOLE-IN-1 INDOOR GOLF CENTRE INC.	001017601
2017-10-14	ISOFLEX BACK SUPPORT CANADA LTD.	001034813
2017-10-14	JAGUAR FORMING LTD.	001024449
2017-10-14	KOB EXPRESS INC.	001023485
2017-10-14	KOBRA EXPORT IMPORT LTD.	001014049
2017-10-14	L.B.T. ELECTRIC INC.	001037605
2017-10-14	LA RONDE DANCE ACADEMY LTD.	001036533
2017-10-14	LASEDENT TECHNOLOGIES INC.	001021261
2017-10-14	LOK-AIR INC.	001017065
2017-10-14	LOVERING COMMUNICATIONS INCORPORATED	001014161
2017-10-14	M.S. DINERS INC.	001013197
2017-10-14	MARKETKEY INC.	001023553
2017-10-14	MERCHANDISING THEMES LTD.	001031049
2017-10-14	NORMNORA'S OUTDOOR PRODUCTS INC.	001025017
2017-10-14	NORTH QUEST HOLDINGS INC.	001025353
2017-10-14	OKIRO DESIGN INC.	001038325
2017-10-14	ONTARIO LINE CLEARING & TREE SERVICES LTD.	001269712
2017-10-14	PAM'S PLAYROOM INC.	001022517
2017-10-14	PC SURVIVAL! INC.	001019997
2017-10-14	PED PLANNING AND DEVELOPMENT CORPORATION	001039025
2017-10-14	PLANNED FINANCIAL INDEPENDENCE INC.	001014729
2017-10-14	PRIDE PREPARED FOODS INCORPORATED	001022209
2017-10-14	RAJPAL INVESTMENT INC.	001032581
2017-10-14	ROSE CITY CENTRE FOR OCCUPATIONAL HEALTH INC.	001028137
2017-10-14	ROSSBAUM ASSOCIATES INC.	001028777
2017-10-14	RYLAR DEVELOPMENT LIMITED	001021009
2017-10-14	SAULT & DISTRICT CAREER DEVELOPMENT SERVICES INC.	001027157
2017-10-14	SIVAAGAMA KIRIYA PEEDAM INC.	001033957
2017-10-14	SKATER ENTERPRISES INC.	001038301
2017-10-14	SPECIALTY PUBLICATIONS LTD.	001021893
2017-10-14	STONE LEA HOLDINGS LTD.	001036721
2017-10-14	T.J. EDWARDS INC.	001017577
2017-10-14	TAI-PAN ON-THE-LAKE RESTAURANT INC.	001032633
2017-10-14	TECHNOPLUS INC.	001031881
2017-10-14	THE BIG TOMATO INC.	001027573
2017-10-14	THE FISHERMAN'S PLACE INC.	001024657

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-10-14	THE MEDICAL BREAKTHROUGHS CORPORATION	001032669
2017-10-14	THE PALADIN GROUP INC.	001011273
2017-10-14	TOM DAYMOND SALES LTD.	001036345
2017-10-14	UNITEC PACKAGING TECHNOLOGIES INC.	001013609
2017-10-14	VANDERWEGEN PARTRIDGE ASSOCIATES INC.	001014405
2017-10-14	WHATMORE GROUP INC.	001036949
2017-10-14	WORLD WISE TECHNOLOGIES INC.	001042978
2017-10-14	1010309 ONTARIO LTD.	001010309
2017-10-14	1010413 ONTARIO INC.	001010413
2017-10-14	1010493 ONTARIO INC.	001010493
2017-10-14	1010613 ONTARIO LIMITED	001010613
2017-10-14	1012073 ONTARIO LTD.	001012073
2017-10-14	1012733 ONTARIO INC.	001012733
2017-10-14	1012949 ONTARIO LIMITED	001012949
2017-10-14	1014529 ONTARIO LIMITED	001014529
2017-10-14	1015501 ONTARIO INC.	001015501
2017-10-14	1015717 ONTARIO LTD.	001015717
2017-10-14	1016417 ONTARIO LIMITED	001016417
2017-10-14	1017529 ONTARIO LTD.	001017529
2017-10-14	1018085 ONTARIO LIMITED	001018085
2017-10-14	1018561 ONTARIO LTD.	001018561
2017-10-14	1018665 ONTARIO INC.	001018665
2017-10-14	1018817 ONTARIO INC.	001018817
2017-10-14	1018977 ONTARIO LIMITED	001018977
2017-10-14	1019269 ONTARIO LTD.	001019269
2017-10-14	1019861 ONTARIO INCORPORATED	001019861
2017-10-14	1022093 ONTARIO INC.	001022093
2017-10-14	1023617 ONTARIO LTD.	001023617
2017-10-14	1024337 ONTARIO INC.	001024337
2017-10-14	1024545 ONTARIO INC.	001024545
2017-10-14	1024749 ONTARIO LIMITED	001024749
2017-10-14	1025669 ONTARIO INC.	001025669
2017-10-14	1025721 ONTARIO LIMITED	001025721
2017-10-14	1026741 ONTARIO LTD.	001026741
2017-10-14	1027149 ONTARIO LIMITED	001027149
2017-10-14	1027317 ONTARIO LIMITED	001027317
2017-10-14	1027581 ONTARIO LIMITED	001027581
2017-10-14	1027657 ONTARIO LTD.	001027657
2017-10-14	1030229 ONTARIO LIMITED	001030229
2017-10-14	1030261 ONTARIO LTD.	001030261
2017-10-14	1030409 ONTARIO INC.	001030409
2017-10-14	1030697 ONTARIO INC.	001030697
2017-10-14	1030933 ONTARIO LTD.	001030933
2017-10-14	1030973 ONTARIO LTD.	001030973
2017-10-14	1031421 ONTARIO LIMITED	001031421
2017-10-14	1032049 ONTARIO INC.	001032049
2017-10-14	1033301 ONTARIO INC.	001033301
2017-10-14	1033517 ONTARIO LIMITED	001033517
2017-10-14	1034293 ONTARIO LTD.	001034293
2017-10-14	1034537 ONTARIO INC.	001034537
2017-10-14	1035161 ONTARIO INC.	001035161
2017-10-14	1036117 ONTARIO INC.	001036117

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-10-14	1036729 ONTARIO INC.	001036729
2017-10-14	1037649 ONTARIO LIMITED	001037649
2017-10-14	1037797 ONTARIO LTD.	001037797
2017-10-14	1038345 ONTARIO LIMITED	001038345
2017-10-14	1038697 ONTARIO LTD.	001038697
2017-10-14	1443076 ONTARIO LIMITED	001443076
2017-10-14	1518040 ONTARIO INC.	001518040

WILLIAM D. SNELL
Director, Ministry of Government
and Consumer Services
Directeur, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(150-G452)

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

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

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

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-09-18	ALL-LINE CONTRACTING LTD.	001563415
2017-09-18	AMAN & AMAN INC.	002019202
2017-09-18	B.R.S.W. NETWORK SUPPORT SERVICES LTD.	001640258
2017-09-18	BLOCK-ROBOTICS LEARNING INC.	002020846
2017-09-18	BOVAIRD ACTIVE REHAB CENTER INC.	001556275
2017-09-18	BRAMPTON PAINTING & DECORATING CO. LTD.	001562833
2017-09-18	BREVITA INC.	001554317
2017-09-18	BRITISH AUTO SUPPLY CO. LIMITED	001554233
2017-09-18	CAPITAL FENCE LTD.	002021165
2017-09-18	CEC INTERNATIONAL INC.	001561123
2017-09-18	CHEUK'S TRADING LTD.	001554067
2017-09-18	CINNABAR VENTURES, LTD.	001553509
2017-09-18	COGNITI SOLUTIONS INC.	001554766
2017-09-18	CONRAD DESIGN SERVICES INC.	001552013
2017-09-18	CRMC INC.	001560756

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario	Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-09-18	D'ANGELO C2C HOLDINGS INC.	001546828	2017-09-18	TRI-TAUR INVESTMENTS LTD.	001551330
2017-09-18	DAVID HAWLEY CONSULTING INC.	001552662	2017-09-18	UPSTREAM CAPITAL INC.	001555370
2017-09-18	DENAN WEST INDIAN BAKERY LTD.	002021328	2017-09-18	URBAN CAPITAL INC.	002019627
2017-09-18	DIAMOND DIGITIZING INC.	001550500	2017-09-18	VALENTINO'S FITNESS INC.	001553067
2017-09-18	DOKSIDE HOLDINGS INC.	002020703	2017-09-18	VERIGOLD JEWELLERS INC.	000991222
2017-09-18	ED SETFORD ENTERPRISES LTD.	001543529	2017-09-18	WILLIAM CREATIONS INC.	001563423
2017-09-18	EMPYRE ENTERPRISES INC.	002019676	2017-09-18	1332145 ONTARIO LTD.	001332145
2017-09-18	FOCUS VIDEO WHOLESALE INC.	001537679	2017-09-18	1428992 ONTARIO INC.	001428992
2017-09-18	GLOBAL CYBER NET INC.	002022267	2017-09-18	1447292 ONTARIO INC.	001447292
2017-09-18	GNG DIRECT INC.	001551056	2017-09-18	1518018 ONTARIO LTD.	001518018
2017-09-18	GREEN ACRES GARDEN CENTRE INC.	002021413	2017-09-18	1537756 ONTARIO LIMITED	001537756
2017-09-18	IGENIA VENTURE MANAGEMENT INC.	001556717	2017-09-18	1540066 ONTARIO LIMITED	001540066
2017-09-18	J KRISS & ASSOCIATES LTD.	002019665	2017-09-18	1543960 ONTARIO INC.	001543960
2017-09-18	J. D. ELWOOD & ASSOCIATES INC.	001552022	2017-09-18	1549920 ONTARIO LTD.	001549920
2017-09-18	JNR CONECO LTD.	001551391	2017-09-18	1550542 ONTARIO INC.	001550542
2017-09-18	KENJAM LOGISTIC TRANSPORTATION INC.	002021414	2017-09-18	1550609 ONTARIO INC.	001550609
2017-09-18	MIDWEST PANEL SYSTEMS 2007 INC.	001732182	2017-09-18	1551339 ONTARIO LTD.	001551339
2017-09-18	MIG CON. INC.	001555194	2017-09-18	1552732 ONTARIO LIMITED	001552732
2017-09-18	MRO MAINTENANCE REPAIR AND OPERATION INC.	002021692	2017-09-18	1552829 ONTARIO INC.	001552829
2017-09-18	MUKTA TRADING COMPANY INC.	002020874	2017-09-18	1554041 ONTARIO INC.	001554041
2017-09-18	NEBASE INC.	002021711	2017-09-18	1555207 ONTARIO INC.	001555207
2017-09-18	OIL LIMINATOR INC.	001555824	2017-09-18	1555302 ONTARIO INC.	001555302
2017-09-18	ONTARIO HEALTH IMAGING CENTRE INC.	001554334	2017-09-18	1556357 ONTARIO INC.	001556357
2017-09-18	PAYDAY PLUS ENTERPRISES LIMITED	002022833	2017-09-18	1556943 ONTARIO INC.	001556943
2017-09-18	PERSPECTIVE TECHNOLOGY INC.	001554508	2017-09-18	1556999 ONTARIO LIMITED	001556999
2017-09-18	POSH HOMES INC.	001551354	2017-09-18	1557249 ONTARIO INC.	001557249
2017-09-18	PURE2 INC.	001557976	2017-09-18	1557526 ONTARIO INC.	001557526
2017-09-18	RADDAR PLUMBING LTD.	001554471	2017-09-18	1557908 ONTARIO LTD.	001557908
2017-09-18	REDLINE PRODUCTIONS INC.	002021176	2017-09-18	1557909 ONTARIO LIMITED	001557909
2017-09-18	REPLICATION NETWORKS CANADA INC.	002020397	2017-09-18	1557969 ONTARIO LTD.	001557969
2017-09-18	ROBIN GROVE FARMS LIMITED	001555356	2017-09-18	1562824 ONTARIO LTD.	001562824
2017-09-18	SATHHI CANADIAN DOLLAR INC.	001553421	2017-09-18	1563069 ONTARIO LTD.	001563069
2017-09-18	SECOND SKIN & OTIS LTD.	001642906	2017-09-18	1570027 ONTARIO LIMITED	001570027
2017-09-18	SERVICE ONE SOLUTIONS INC.	001558366	2017-09-18	1685727 ONTARIO INC.	001685727
2017-09-18	SHELTER CAPITAL CORPORATION	002019056	2017-09-18	2019157 ONTARIO INC.	002019157
2017-09-18	SHIP-WEST TRANSPORT LTD.	001559490	2017-09-18	2020004 ONTARIO LIMITED	002020004
2017-09-18	SND CAR SALE LTD.	001611050	2017-09-18	2020220 ONTARIO LIMITED	002020220
2017-09-18	STAN-MARK FOOD PRODUCTS, LTD.	001557752	2017-09-18	2020440 ONTARIO INC.	002020440
2017-09-18	STARBRAND INC.	001559187	2017-09-18	2020594 ONTARIO INC.	002020594
2017-09-18	SURAJ FOODS INTERNATIONAL INC.	001554022	2017-09-18	2020727 ONTARIO LIMITED	002020727
2017-09-18	SYMAGI INC.	002020880	2017-09-18	2020847 ONTARIO INC.	002020847
2017-09-18	T&J FILMS INC.	001553446	2017-09-18	2020994 ONTARIO LIMITED	002020994
2017-09-18	TAMARACK RIDGE INVESTMENT PROPERTIES LTD.	001552663	2017-09-18	2021372 ONTARIO INC.	002021372
2017-09-18	THE BUY SHOP INC.	001554825	2017-09-18	2021941 ONTARIO INC.	002021941
2017-09-18	THE LONDON MUSIC AWARDS, LIMITED	002021321	2017-09-18	2022129 ONTARIO LIMITED	002022129
2017-09-18	THE RUBBER ROOM PRODUCTIONS INC.	001549097	2017-09-18	2022630 ONTARIO INC.	002022630
2017-09-18	TORONTO ACCESSIBLE TRANSPORTATION INC.	001554236	2017-09-18	2022954 ONTARIO INC.	002022954

WILLIAM D. SNELL
 Director, Ministry of Government
 and Consumer Services
 Directeur, Ministère des Services
 gouvernementaux et des Services aux
 consommateurs

(150-G453)

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.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-08-09	H. ALI CONSULTING INC.	002127781
2017-08-23	2222897 ONTARIO LIMITED	002222897
2017-09-01	PRIMONT HOMES (CORONATION) INC.	001552141
2017-09-01	ROTENBERG RESEARCH INC.	002048420
2017-09-05	BASILE HOLDING CORPORATION	000928920
2017-09-05	BORDEN NOBLE LIMITED	001927512
2017-09-05	CANADA ORIENTAL STAR LIMITED	001621209
2017-09-05	CANMERE CONSTRUCTION LIMITED	000136964
2017-09-05	CINCOS PAINTING INCORPORATED	002271860
2017-09-05	DELAMARC CORPORATION	000832476
2017-09-05	DEVONDI INC.	002323274
2017-09-05	DHILLON GROUP OF COMPANIES INC.	002385904
2017-09-05	DR. MAITHILI WILSON MEDICINE PROFESSIONAL CORPORATION	001712656
2017-09-05	DREAMING ENTIRELY INC.	002027430
2017-09-05	FIRST ACCOUNTS RECEIVABLE MANAGEMENT INC.	001303199
2017-09-05	FIRST CYBERSOURCE VENDING COMPANY LIMITED	001081740
2017-09-05	HOMEWISE HOME INSPECTION SERVICES INCORPORATED	001234858
2017-09-05	LA SELVA INNOVATIONS CORPORATION	002293639
2017-09-05	LOUIS KLEIMAN LIMITED	000096409
2017-09-05	MARMOTS INC.	002469410
2017-09-05	MINGYU SANDWICH INC.	002472525
2017-09-05	NORTHERN CYBER INC.	000717125
2017-09-05	PATRICK J. O'DONNELL CONSULTANT SERVICES LTD.	001278470
2017-09-05	PMB SYSTEMS AND DATA MANAGEMENT CORP.	002419627
2017-09-05	PORTWEST DEVELOPMENTS LIMITED	000481768
2017-09-05	PRAETORIUS ENTERPRISES INC.	001414983
2017-09-05	RSB CONSULTING & FINANCE MGMT INC.	002340532
2017-09-05	SANTAROMITA VILLA HOLDINGS INC.	001252272
2017-09-05	SMILES N' FRECKLES INC.	000996540
2017-09-05	SO RAD INC.	002337154
2017-09-05	TAO FENG NIAN YUAN YI INC.	001901773
2017-09-05	TOTAL CREDIT BUREAU LIMITED	000908482
2017-09-05	TOTAL CREDIT RECOVERY (ATLANTIC) LIMITED	000896894

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-09-05	VAV HOLDINGS LIMITED	001031935
2017-09-05	VIRTUAL LINK COMMUNICATIONS LIMITED	001166252
2017-09-05	WALTER CAMPBELL FINE ART INC.	000543425
2017-09-05	YUBLAST INC.	002546942
2017-09-05	1569371 ONTARIO LTD.	001569371
2017-09-05	1649386 ONTARIO INC.	001649386
2017-09-05	1652779 ONTARIO LIMITED	001652779
2017-09-05	1662093 ONTARIO LTD.	001662093
2017-09-05	1705880 ONTARIO LTD.	001705880
2017-09-05	1937725 ONTARIO LIMITED	001937725
2017-09-05	2074690 ONTARIO LTD.	002074690
2017-09-05	2175779 ONTARIO LIMITED	002175779
2017-09-05	2391881 ONTARIO INC.	002391881
2017-09-05	2408771 ONTARIO INC.	002408771
2017-09-05	365542 ONTARIO INC.	000365542
2017-09-05	712711 ONTARIO LTD.	000712711
2017-09-06	A & C EDUCATION SERVICES CO. INC.	002256242
2017-09-06	ADAM ROBERT TAYLOR INC.	001921591
2017-09-06	AHURA CATERERS INC.	002031811
2017-09-06	BOOOM AUDIO INC.	002472865
2017-09-06	C&A AIR CONTROL INC.	002028627
2017-09-06	CUBEX TECHNOLOGY INC.	002585135
2017-09-06	FORM & POUR CONSTRUCTION LIMITED	001140660
2017-09-06	GILBERT DESROCHES HOLDINGS INC.	002214111
2017-09-06	GOLDEN LAKE CHINESE RESTAURANT LTD.	001761102
2017-09-06	LD'S SALON ARTISTIC LTD.	001630206
2017-09-06	LINK DEVELOPMENTS INC.	000519648
2017-09-06	N. LALA PHYSIOTHERAPY PROFESSIONAL CORPORATION	001600303
2017-09-06	ROCK VARIETY INC.	001216244
2017-09-06	SKYGATE GROUP INC.	002408588
2017-09-06	TEMPLIFE RECRUITING INC.	002253928
2017-09-06	WALDENCROFT SHIATSU INC.	001657886
2017-09-06	1268969 ONTARIO INC.	001268969
2017-09-06	1743797 ONTARIO INC.	001743797
2017-09-06	1833258 ONTARIO LTD.	001833258
2017-09-06	2250664 ONTARIO INC.	002250664
2017-09-06	2331137 ONTARIO INC.	002331137
2017-09-06	2345839 ONTARIO LTD.	002345839
2017-09-06	2392598 ONTARIO INC.	002392598
2017-09-06	526507 ONTARIO LIMITED	000526507
2017-09-06	603583 ONTARIO LIMITED	000603583
2017-09-06	866148 ONTARIO LTD.	000866148
2017-09-07	D & H PATENAUDE LIMITED	000290194
2017-09-07	DEWAR TRUCKING LTD.	001101085
2017-09-07	FEDERAL FUNDING & INVESTMENTS GROUP INC.	001859543
2017-09-07	FRONTLINE SALES & CONSULTING INC.	002184129
2017-09-07	HOWEY HARDWARE LIMITED	000382884
2017-09-07	IMAGES OF HOME INC.	001218160

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2017-09-07	ONTARIO MORTGAGE SERVICES INC.	001353994	2017-09-08	1807976 ONTARIO LTD.	001807976
2017-09-07	PARTYMAX FRANCHISE GROUP INC.	002406726	2017-09-08	1932756 ONTARIO INC.	001932756
2017-09-07	ROSE MARIE'S FAMILY RESTAURANT LTD.	001353736	2017-09-08	1948136 ONTARIO INC.	001948136
2017-09-07	SM IMPORTERS LTD.	002323459	2017-09-08	2148197 ONTARIO INC.	002148197
2017-09-07	VPE INC.	001549814	2017-09-08	2221390 ONTARIO LIMITED	002221390
2017-09-07	WEALTH MIND FINANCIAL INC.	002030409	2017-09-08	2233892 ONTARIO INC.	002233892
2017-09-07	1561699 ONTARIO INC.	001561699	2017-09-08	2264762 ONTARIO LIMITED	002264762
2017-09-07	1680277 ONTARIO INC.	001680277	2017-09-08	2357238 ONTARIO LTD.	002357238
2017-09-07	1703934 ONTARIO INC.	001703934	2017-09-08	2416580 ONTARIO INC.	002416580
2017-09-07	1720757 ONTARIO INC.	001720757	2017-09-08	622042 ONTARIO LTD.	000622042
2017-09-07	1783330 ONTARIO INC.	001783330	2017-09-08	743549 ONTARIO LTD.	000743549
2017-09-07	1885175 ONTARIO LTD.	001885175	2017-09-10	PRESCRIPTUM HEALTH CARE COMMUNICATIONS INC.	001228800
2017-09-07	2198537 ONTARIO LTD.	002198537	2017-09-10	1434189 ONTARIO LTD.	001434189
2017-09-07	2328879 ONTARIO LTD.	002328879	2017-09-11	A & S HOMES INCORPORATED	002438753
2017-09-07	2341082 ONTARIO LTD.	002341082	2017-09-11	ALLEGRA HOMES IN MILTON INC.	002224514
2017-09-07	2381331 ONTARIO LIMITED	002381331	2017-09-11	BRANT BUSINESS VALUATIONS INC.	001536471
2017-09-07	2468098 ONTARIO INC.	002468098	2017-09-11	CHEF TONG'S KITCHEN INC.	001919088
2017-09-07	2484249 ONTARIO INC.	002484249	2017-09-11	CJ INTERNATIONAL TALENT AND EDUCATION LTD.	002178356
2017-09-07	618684 ONTARIO LIMITED	000618684	2017-09-11	DEV 7108 INC.	002313002
2017-09-08	BOUWMEISTER LANDSCAPING LTD.	002064226	2017-09-11	HAMPSTEAD GROUP LTD.	001726879
2017-09-08	CAFOND TRADING INC.	001593180	2017-09-11	JANICE C.Y. LI MEDICINE PROFESSIONAL CORPORATION	001761646
2017-09-08	CANADIAN AGRICULTURAL DEPOT INC.	001684892	2017-09-11	OXFORD CONSTRUCTION CANADA INC.	002310699
2017-09-08	ELGIN PARK HOMES LIMITED	001359531	2017-09-11	REEFTOP INC.	001058451
2017-09-08	EURO STYLE FLOWER MARKET LIMITED	001784481	2017-09-11	ROBIN ROWAT LIMITED	000213002
2017-09-08	FOREST HILL HOMES (MAPLE) LTD.	001520119	2017-09-11	STEVAN MANAGEMENT LTD.	000669631
2017-09-08	GREG MARTIN CONSULTING INC.	000983674	2017-09-11	1417153 ONTARIO LTD.	001417153
2017-09-08	KAYACARE INC.	002103334	2017-09-11	1587442 ONTARIO LIMITED	001587442
2017-09-08	KEN IRWIN & ASSOCIATES LTD.	000834399	2017-09-11	2065794 ONTARIO LIMITED	002065794
2017-09-08	LANHAUS SYSTEMS CONSULTING LTD.	001881029	2017-09-11	2390856 ONTARIO LIMITED	002390856
2017-09-08	LORE AND MORE INC.	001912440	2017-09-11	2396378 ONTARIO INC.	002396378
2017-09-08	MARSICA INVESTMENTS LTD.	000499524	2017-09-11	2516676 ONTARIO INC.	002516676
2017-09-08	MONTELEONE INVESTMENTS INC.	001510485	2017-09-11	2535377 ONTARIO INC.	002535377
2017-09-08	NIMBUS INVESTMENTS INC	000421183	2017-09-11	600289 ONTARIO LIMITED	000600289
2017-09-08	PRONG PROPERTIES LTD.	001769635	2017-09-13	897634 ONTARIO INC.	000897634
2017-09-08	REX HEATING COMPANY LTD.	000775231	2017-09-14	CONNECT CONTRACTING INC.	002453920
2017-09-08	ROYAL TRIDENT GLASS & MIRROR INC.	000850849	2017-09-14	KMQ JEWELLERS INC.	002440838
2017-09-08	SILVER ROSE HAIR SALON LTD.	002280482	2017-09-14	MARVEL CONTRACTING & RENOVATIONS INC.	002474962
2017-09-08	STEPWAY CO. LTD.	002142753	2017-09-14	NAVIGON LOGISTICS INC.	002460534
2017-09-08	SUNPROJECT INC.	002104892	2017-09-14	RICHWAY INTERNATIONAL INVESTMENTS CORP.	001695137
2017-09-08	SUNPROJECT OF CANADA INC.	000673630	2017-09-14	SILK RUFFLES INC.	002470356
2017-09-08	THE YELLOW BOOK ROAD CORPORATION	001239226	2017-09-14	1023057 ONTARIO LIMITED	001023057
2017-09-08	WEST HILL DECORATING SERVICES & SUPPLY LTD.	000342533	2017-09-14	1768948 ONTARIO LTD.	001768948
2017-09-08	WILLIAM D. MYERS MEDICINE PROFESSIONAL CORPORATION	002108830	2017-09-14	961895 ONTARIO INC.	000961895
2017-09-08	1112674 ONTARIO LIMITED	001112674	2017-09-15	21ST CAPITAL GROUP CORPORATION	001517544
2017-09-08	1582913 ONTARIO INC.	001582913	2017-09-17	BEST HITCH CAMERA LTD.	001855632
2017-09-08	1710139 ONTARIO CORPORATION	001710139	2017-09-17	1725731 ONTARIO INC.	001725731
			2017-09-17	871587 ONTARIO INC.	000871587
			2017-09-18	D.A.L. CONTRACTING INC.	001701450

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2017-09-18	DESIGNS BY MIMI & LOLA LTD.	002111830	2017-09-22	BROADWAY VILLAGE GENERAL PARTNER LIMITED	002361870
2017-09-18	IN8 (SAGE HAMILTON) DEVELOPMENTS INC.	002405603	2017-09-22	CAMBRIDGE CORPORATE CENTRE (JAMIESON) LTD.	002132269
2017-09-18	T&V PROPERTY MANAGEMENT CORP.	002566388	2017-09-22	DEBAPROP INC.	002130122
2017-09-18	1085661 ONTARIO LIMITED	001085661	2017-09-22	DONE PROFESSIONAL ROOFING LTD.	002459776
2017-09-18	1346995 ONTARIO LIMITED	001346995	2017-09-22	HK BUILDERS INC.	001523930
2017-09-18	1702011 ONTARIO INC.	001702011	2017-09-22	INCOPRO, INC.	002250020
2017-09-18	2257492 ONTARIO INC.	002257492	2017-09-22	INDEPENDENT CONCERT PRODUCTIONS INC.	001298831
2017-09-18	2520709 ONTARIO INC.	002520709	2017-09-22	JACKYL CONSULTING CORP.	002472611
2017-09-18	829850 ONTARIO LTD.	000829850	2017-09-22	KAREN BEER INC.	000330498
2017-09-19	EVAREST HOUSE PHYSIOTHERAPY CENTRE INC.	001154441	2017-09-22	KENASTON KS INC.	002217444
2017-09-19	KEI & ASSOCIATES INC.	000913158	2017-09-22	KS ICE GP INC.	002352876
2017-09-19	P O'CONNOR MEDICINE PROFESSIONAL CORPORATION	002120992	2017-09-22	LANSDOWNE PLACE INC.	002051942
2017-09-20	ANYTIME ANYWHERE SECURITY INC.	001922862	2017-09-22	LIDONG CHENG CORPORATE LTD.	001914946
2017-09-20	DR. GERALD LIM SCIENTIFIC AND QUANTITATIVE FINANCIAL CONSULTING INC.	001906315	2017-09-22	LYM RENTALS GP INC.	002239335
2017-09-20	JAYNE PRODUCTIONS LTD.	001352935	2017-09-22	MENDEL SHORE HOLDINGS LIMITED	001629840
2017-09-20	JESSTA SALES COMPANY LTD.	000989703	2017-09-22	NIAGARA FINANCE SPV INC.	002140038
2017-09-20	1344509 ONTARIO INC.	001344509	2017-09-22	PM STREET INC.	002053086
2017-09-20	2075446 ONTARIO LTD.	002075446	2017-09-22	RAYYAN INTERNATIONAL GROUP INC.	001884740
2017-09-20	2252654 ONTARIO LTD.	002252654	2017-09-22	SAM I AM SALES & MARKETING INC.	002412715
2017-09-20	2435439 ONTARIO INC.	002435439	2017-09-22	SANDPIPER GENERAL PARTNER LIMITED	002351464
2017-09-21	ARTACO BIOTECH INC.	000745975	2017-09-22	SARAH ANN GREATRIX PROFESSIONAL CORPORATION	002553551
2017-09-21	ASTON HILL POOLED FUNDS INC.	002266792	2017-09-22	SJT PROCUREMENT CONSULTING INC.	002303594
2017-09-21	AUSABLE CONSTRUCTION LIMITED	000118764	2017-09-22	YELLOW BRICK HOMES INC.	002329511
2017-09-21	BINNIE HOUSE SOLUTIONS INC.	001871598	2017-09-22	1657191 ONTARIO INC.	001657191
2017-09-21	C R MUSIC ROOM INC.	002017677	2017-09-22	1806112 ONTARIO INC.	001806112
2017-09-21	C.R. LACROIX, CONSULTING INCORPORATED	002312548	2017-09-22	1878726 ONTARIO INC.	001878726
2017-09-21	CANADIAN SCHOOL OF ARTS & FASHION INC.	002499610	2017-09-22	1954344 ONTARIO LTD.	001954344
2017-09-21	CHARCAL ACCOUNTING SOLUTIONS LTD.	002557529	2017-09-22	2387059 ONTARIO INC.	002387059
2017-09-21	DR. BRUNO L. JURMALIETIS DENTISTRY PROFESSIONAL CORPORATION	002399777	2017-09-22	2436720 ONTARIO INC.	002436720
2017-09-21	GRHK INVESTMENTS INC.	001622188	2017-09-24	MISSISSAUGA PAINTING & DECORATIONS INC.	002046849
2017-09-21	MOTIVATION ELITE INC.	001844769	2017-09-25	HTML AMERICA INC.	002207459
2017-09-21	RAVELLO LEASEHOLDS OTTAWA INC.	001752165	2017-09-25	HULME CONSTRUCTION & RENOVATIONS INC.	002387722
2017-09-21	REDF II GP INC.	002251087	2017-09-25	K-W MESSENGER SERVICE LIMITED	000403819
2017-09-21	REDF III GP INC.	002252409	2017-09-25	KARBEN INC.	001765903
2017-09-21	THE MET 2 INC.	002072577	2017-09-25	MORTGAGE MANOR INVESTMENT INC.	002015441
2017-09-21	UPW HOLDINGS INC.	001893606	2017-09-25	MURRAY SOUPCOFF ENTERPRISES LIMITED	001060475
2017-09-21	V. M. THORPE HOLDINGS INC.	000584387	2017-09-25	REAL ESTATE CLASSICS LTD.	000822196
2017-09-21	1 EYE INC.	002484455	2017-09-25	ROBERT R. REED TRANSPORT LIMITED	000239675
2017-09-21	1942313 ONTARIO CORPORATION	001942313	2017-09-25	V'MAX INVESTMENTS INC.	002540683
2017-09-21	2513100 ONTARIO INC.	002513100	2017-09-25	1754962 ONTARIO INC.	001754962
2017-09-21	541776 ONTARIO LTD.	000541776	2017-09-25	1800825 ONTARIO INCORPORATED	001800825
2017-09-21	812005 ONTARIO LIMITED	000812005	2017-09-25	1855177 ONTARIO LTD.	001855177
2017-09-21	838526 ONTARIO LIMITED	000838526			

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2017-09-25	1855178 ONTARIO LTD.	001855178
2017-09-25	1855179 ONTARIO LIMITED	001855179
2017-09-25	2285601 ONTARIO INC.	002285601
2017-09-25	2523199 ONTARIO INC.	002523199
2017-09-26	ALFA-TECH ENTERPRISES INC.	002081336
2017-09-26	CENTENNIAL PINES INC.	001156427
2017-09-26	NATALIE CD PHOTOGRAPHY INC.	002424868
2017-09-26	PAR-BI HOLDINGS LTD.	000802794
2017-09-26	SST CONSULTING GROUP INC.	002160397
2017-09-26	STACKS CORPORATION	002502989
2017-09-26	STAR REAL ESTATE LIMITED	000142705
2017-09-26	ZTRANSFER INC.	001651888
2017-09-26	1679864 ONTARIO INC.	001679864
2017-09-26	1679865 ONTARIO INC.	001679865
2017-09-26	1716393 ONTARIO INC.	001716393
2017-09-26	1741024 ONTARIO LTD.	001741024
2017-09-26	1767030 ONTARIO INC.	001767030
2017-09-26	1790861 ONTARIO INC.	001790861
2017-09-26	2153293 ONTARIO INC.	002153293
2017-09-26	2203000 ONTARIO INC.	002203000
2017-09-26	24 HOUR TONER SERVICE INC.	001170583
2017-09-26	457617 ONTARIO LIMITED	000457617
2017-09-27	ANNE REEVES COMMUNICATIONS INC.	001114510
2017-09-27	ARCTIC FOX ROOFING AND WATERPROOFING INC.	002450050
2017-09-27	ARGUS CANADA INCORPORATED	002474550
2017-09-27	BURMORDEN HOLDING CORPORATION LIMITED	000074623
2017-09-27	BURNT TOAST TV INC.	001633136
2017-09-27	CLIFFCREST GLASS & ALUMINUM LTD.	001395724
2017-09-27	DODIK INVESTMENTS INC.	000973163
2017-09-27	DR. JULIE BRETON-FORTIN MEDICINE PROFESSIONAL CORPORATION	002454756
2017-09-27	EFA TRADING INC.	000928853
2017-09-27	HMIR SEASON 2 INC.	002366884
2017-09-27	HOBO INC.	001819411
2017-09-27	HOLMES 10TH SPECIAL PRODUCTION INC.	002356277
2017-09-27	LINLAURAE INVESTMENTS INC.	000765600
2017-09-27	M.V.C. TOWING EMERGENCY & ROADSIDE INC.	001963981
2017-09-27	MAKE IT RIGHT PRODUCTIONS INC.	001745431
2017-09-27	MAKE IT RIGHT VI PRODUCTIONS INC.	002098432
2017-09-27	MAKE IT RIGHT, THE SERIES, INC.	002303232
2017-09-27	MICHELLE MARGARET DWYER PROFESSIONAL CORPORATION	002553558
2017-09-27	MIGHTY MIKE PRODUCTIONS INC.	002280905
2017-09-27	MIRNO PRODUCTIONS INC.	002171170
2017-09-27	MUG PRODUCTIONS INC.	002369486
2017-09-27	MUSIC INTELLECT INC.	002497830

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-09-27	RICHMOND-ADELAIDE LANDS LIMITED	000542283
2017-09-27	SAM HEALTH ASSOCIATES INC.	002517309
2017-09-27	SYNAPTIC NOVA INC.	002097361
2017-09-27	1657158 ONTARIO LTD.	001657158
2017-09-27	2246594 ONTARIO INC.	002246594
2017-09-27	2337084 ONTARIO INC.	002337084
2017-09-27	899944 ONTARIO LIMITED	000899944

WILLIAM D. SNELL
Director, Ministry of Government
and Consumer Services
Directeur, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(150-G454)

**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.

Date	Name of Corporation Dénomination sociale de la société	Ontario Corporation Number Numéro de la société en Ontario
2017-10-02	ABBNEYFIELD GREY BRUCE HOUSES SOCIETY INC.	1683253
2017-10-02	NORTHERN DOG RESCUE	1946733

WILLIAM D. SNELL
Director, Ministry of Government
and Consumer Services
Directeur, Ministère des Services
gouvernementaux et des Services aux
consommateurs

(150-G455)

Foreign Cultural Objects Immunity from Seizure Act Determination Détermination de la *Loi sur l'insaisissabilité des biens culturels étrangers*

Pursuant to delegated authority and in accordance with subsection 1(1) of the *Foreign Cultural Objects Immunity from Seizure Act*, R.S.O. 1990, c.F-23, the works of art or objects of cultural significance listed in Schedule "A" attached hereto, which works or objects are to be on temporary exhibit during the *Masterpieces of Islamic Art from the Collection of the State Hermitage Museum* exhibition at The Aga Khan Museum in Toronto, Ontario pursuant to loan agreements with the lenders listed in the attached Schedule "A", are hereby determined to be of cultural significance and the temporary exhibition of these works or objects in Ontario is in the interest of the people of Ontario.

DATE: October 2, 2017

Determined by Kevin Finnerty, Assistant Deputy Minister Culture Division
Ministry of Tourism, Culture and Sport

Schedule "A"

List of Works

Masterpieces of Islamic Art from the Collection of the State Hermitage Museum The Aga Khan Museum

	Lender	Artist	Object/Art	Date	Medium	Dimension	Inventory #
1	The State Hermitage Museum	Unknown	Ewer	8 th -9 th centuries	Bronze (brass) Casting, engraving	Height: 40.5 cm	Inv. No. HP-2316
2	The State Hermitage Museum	Unknown	Little Pitcher	10 th century	Silver, chasing, engraving, gilding	Height: 17 cm	Inv. No. V3-796
3	The State Hermitage Museum	Unknown	Figure of a Rooster	late 10 th – early 11 th century	Bronze (brass); Casting, engraving	Height: 36 cm	Inv. No. HP-2323
4	The State Hermitage Museum	Unknown	Bucket	second half of the 12 th century	Bronze (brass); Casting, engraving, Copper inlaid	Height: 32.5 cm (with handle), Diameter: 20 cm	Inv. No. CA-13694
5	The State Hermitage Museum	Unknown	Tray	second half of the 13 th century	Bronze (brass); Forging, engraving Silver inlaid	Diameter: 31.8 cm	Inv. No. VC-514
6	The State Hermitage Museum	Unknown	Ewer	second half of the 12 th century	Bronze (brass); Forging, engraving, Silver inlaid	Height: 39 cm	Inv. No. HP-1436

(150-G456)

AMENDED AND RESTATED POST-2011 CONTRACT RELATING TO CASINO RAMA

ONTARIO LOTTERY AND GAMING CORPORATION

- and -

CHIPPEWAS OF RAMA FIRST NATION

- and -

CASINO RAMA INC.

Dated: June 13, 2017

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AMENDED AND RESTATED POST-2011 CONTRACT RELATING TO CASINO RAMA

MEMORANDUM OF AGREEMENT made the 13th day of June, 2017 (the "Effective Date").

BETWEEN:

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

OF THE FIRST PART,

- and -

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

- and -

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

OF THE THIRD PART.

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

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

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

AND WHEREAS in anticipation of the Development and Operating Agreement expiring on July 31, 2011, the Parties, Rama Access Inc. and 455457 Ontario Inc. entered into the Original Post-2011 Contract on July 17, 2009 setting out the basis of the relationship between Rama and OLG respecting the Complex commencing from and after August 1, 2011;

AND WHEREAS the Development and Operating Agreement terminated in accordance with its terms on July 31, 2011 and the Original Post-2011 Contract became effective on August 1, 2011;

AND WHEREAS the Parties, Rama Access Inc. and 455457 Ontario Inc. entered into the First Amending Agreement to the Original Post-2011 Contract on June 25, 2014 (the "**First Amendment**");

AND WHEREAS Rama owns in fee simple certain lands that are used for access between parking lots that form part of the Complex, and Rama leases such lands to OLG pursuant to the Railway Lands Lease;

AND WHEREAS the Parties, Rama Access Inc. and 455457 Ontario Inc. entered into letter agreements in respect of the Original Post-2011 Contract on December 17, 2015, June 16, 2016, September 9, 2016, November 1, 2016, December 16, 2016, February 9, 2017, February 27, 2017, April 18, 2017, May 8, 2017, May 18, 2017 and May 29, 2017 (collectively, the "**Letter Agreements**" and, together with the Original Post-2011 Contract, as amended by the First Amendment, collectively, the "**Post-2011 Contract**");

AND WHEREAS pursuant to the terms of the Post-2011 Contract, Rama has amended the designation by way of surrender dated July 8, 1974 registered in the reserve lands register for the Rama Indian Reserve No. 32 (the "**Register**") as number 38182 and the designation by way of surrender dated November 12, 1980 registered in the Register as number 77186, which amended designation was registered in the Register as number 6093056 on June 24, 2016 in compliance with the *Indian Act* (Canada) in respect of some of the lands that are the subject of such existing designations and additional lands subject to the Permits (the "**Replacement Land Designation**");

AND WHEREAS by virtue of the Replacement Land Designation, the Ground Lease and the Releases executed by the relevant parties contemporaneously with the execution of this Agreement, the land interests that were previously held by Rama Access Inc. and 455457 Ontario Inc. are vested in Casino Rama Inc.;

AND WHEREAS OLG is undergoing a process of modernization with respect to, *inter alia*, its land based gaming operations in Ontario ("**Modernization**"), and as part of Modernization, OLG will be retaining private sector service providers to provide day-to-day operational services at its gaming sites including the Complex, subject to OLG's statutory mandate to conduct and manage gaming in Ontario;

AND WHEREAS in connection with the Replacement Land Designation and Modernization as it relates to the Complex, the Parties have agreed to enter into this Agreement;

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

ARTICLE 1
INTERPRETATION

1.1 Definitions.

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

“Additional Parking Lands Permits” – collectively, (a) Permit 283929 made as of August 1, 2000 between HMQC, as permittor, and Casino Rama Inc., as permittee, respecting Lot 122 CLSR Plan 83864; and (b) Permit 283932 made as of August 1, 2000 between HMQC, as permittor, and Casino Rama Inc., as permittee, respecting Lot 107 CLSR Plan 80801, Lot 121 CLSR Plan 83863 and Lot 99-1 CLSR Plan 83864.

“Administration Building Lease” – the Commercial Net Lease (Administration Building) between 455457 Ontario Inc., as landlord, and OLG, as lessee, dated August 1, 2011 relating to space in a building located on Lot 31-8, CLSR Plan 79146, as amended, modified, supplemented, replaced or restated from time to time.

“Affiliate” – any Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agreement” – this Amended and Restated Post-2011 Contract, as further amended, modified or supplemented from time to time.

“Applicable Agreements” – this Agreement, the New OLG Sublease and the First Amendment to the Railway Lands Lease.

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

“Applicable Period” – the period from and including August 1, 2011 until and including the date of termination of this Agreement (which will be July 31, 2031, subject to any extensions of the term of this Agreement made in accordance with Section 16.2 or to any early termination of this Agreement in accordance with the provisions hereof).

“Area Development Plan” – the meaning ascribed thereto in the Ground Lease.

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

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

“Capital Renewals Reserve” – any reserve established by OLG during the Applicable Period for Capital Renewals.

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

“Casino Rama Financial Statements” – the meaning ascribed thereto in Section 6.6 of this Agreement.

“Casino Rama Fire Protection Agreement” – the Casino Rama Fire Protection Agreement dated August 1, 2011 among Rama, OLG and CHC Canada pursuant to which Rama provides fire protection services to the Complex, as amended, modified, supplemented or restated from time to time.

“Casino Rama Police Services Agreement” – the Casino Rama Police Service Agreement dated August 1, 2011 among Rama, OLG and CHC Canada pursuant to which Rama provides police services to the Complex, as amended, modified, supplemented or restated from time to time.

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

“CHC” – CHC Holdings, Inc., being the successor corporation to the gaming interests and obligations of CHC International, Inc.

“CHC Canada” – CHC Casinos Canada Limited, its successors and permitted assigns.

“CLSR” – Canada Lands Survey Records.

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

“Community Facilities” – the Community Centre and the Seniors Centre.

“Complex” – the Complex Lands and all Improvements thereon, including the structures and improvements constructed on the lands described in the New OLG Sublease and Railway Lands Lease and any Future Developments and together with all related parking improvements, food and beverage businesses, shuttle and bus services, parking businesses, amenities and any other businesses that are integrated, physically or operationally, with the Casino regardless of whether such related Improvements are located on the Complex Lands but excluding, for greater certainty, the Community Facilities, the Off-Site Infrastructure Facilities.

“Complex Lands” – all lands described in Schedule 1 hereto as well as any lands leased by OLG in respect of Future Developments.

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

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

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

“CPI-Adjusted Rate” –

- (i) the annual rent payable by OLG under any lease for rental of lands or buildings forming part of the Complex (including Future Developments) and the total annual amount of any payments required under Sections 2.9(a) and 2.9(b) of this Agreement, shall be adjusted for each twelve-month period commencing April 1, 2018, such annual rent and payments shall be subject to an upward adjustment only by the number obtained by multiplying the annual rent or payment, as applicable, for the previous period by a fraction the numerator of which is the CPI for the month of January preceding the period for which the CPI-Adjusted Rate is being determined and the denominator of which is the CPI for the month of January preceding the commencement of the previous twelve month period; and
- (ii) subject to the provisions of Section 8.3, with respect to any lands located on the Reserve in the vicinity of the Complex, that become part of the Complex as part of any Future Development, shall be leased at an annual rental rate equal to the greater of: (A) \$137,821 per acre per year, which annual amount shall be subject to an upward adjustment only for each twelve-month period commencing April 1, 2018 to be the number obtained by multiplying the annual amount for the previous twelve month period by a fraction the numerator of which is the CPI for the month of January preceding the period for which the CPI-Adjusted Rate is being determined and the denominator of which is the CPI for the month of January preceding the commencement of the previous twelve month period and (B) the Fair Market Rent for such lands.

“Credit Agreement” – any credit agreement entered into by Rama or any Affiliate thereof and related to the Complex which has been approved by each of Rama and OLG.

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

“Development/Construction Management Terms” – the meaning ascribed thereto in Section 10.1 of this Agreement.

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

“Dispute” – the meaning ascribed thereto in Section 21.1 of this Agreement.

“Dollars” or **“\$”** – unless otherwise noted, Canadian Dollars.

“Effective Date” – the meaning ascribed thereto above the recitals of this Agreement.

“Election Date” – the meaning ascribed thereto in Section 10.1 of this Agreement.

“Employee Parking Lot Licence” – the Employee Parking Lot Licence agreement dated May 31, 2012 between Casino Rama Inc., as licensor, and OLG, as licensee, as amended, modified, supplemented or restated from time to time.

“Employee Parking Lot Permit” – Permit 6064998 made as of May 1, 2012 between HMQC as permittor, and Casino Rama Inc., as permittee, respecting Lot 32-20 CLSR 100258.

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

“Engagement Notice” – the meaning ascribed thereto in Section 10.1 of this Agreement.

“Entertainment Centre” – the multi-purpose entertainment facility located on the Complex Lands.

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

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

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

- (a) if such Person shall admit its insolvency or make a general assignment for the benefit of creditors or any proceeding is instituted by it seeking relief or giving notice of its intention to seek relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, re-organization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or

re-organization or relief of debtors, or seeking appointment of a receiver, receiver and manager, trustee, custodian or other similar official for it or any substantial part of its property and assets or it takes any action to authorize any of the foregoing; or

- (b) any proceeding is instituted against any such Person seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, re-organization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or re-organization or relief of debtors, or seeking appointment of a receiver, receiver and manager, trustee, custodian or similar official for it or any substantial part of its property and assets and such proceedings are not or are no longer being contested in good faith by appropriate proceedings but in no event longer than 90 days from the institution of such first-mentioned proceedings.

“Existing Complex Sublease” – the Amended and Restated Complex Sublease dated July 17, 2009 between Casino Rama Inc., as sublandlord, and OLG, as subtenant, as amended, modified, supplemented, replaced or restated from time to time.

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

“Expert” – the meaning ascribed thereto in Section 21.1 of this Agreement.

“Fair Market Rent” – the meaning ascribed thereto in the Ground Lease.

“First Amendment” – the meaning ascribed thereto in the recitals of this Agreement.

“First Amendment to the Railway Lands Lease” – the meaning ascribed thereto in Section 2.1(a) of this Agreement.

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

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

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

“Future Developments” – the meaning ascribed thereto in Section 8.1 of this Agreement.

“Game of Chance” – a Lottery Scheme that may be conducted and managed by a government of a province under the authority of paragraph 207(1)(a) of the *Criminal Code* (Canada).

“Gaming Control Commission” – the Gaming Control Commission established under the Regulatory Legislation and any successor or replacement thereto.

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

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

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

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

- (a) without deduction on account of:
 - (i) the Win Contribution;

- (ii) the G.C.C. Levy; or
- (iii) amounts representing HST on goods or services that are reasonably allocable to the conduct of Games of Chance;
- (b) but excluding and deducting:
 - (i) any amounts representing HST on goods or services other than those reasonably allocable to the conduct of Games of Chance;
 - (ii) any amounts representing investment or interest income in respect of the Operating Reserve or the Capital Renewals Reserve;
 - (iii) any amounts representing Complimentaries; and
 - (iv) any amounts received by any sub-sublessees, licensees or other users of space within the Complex operating under sub-subleases, licences or other occupancy agreements with OLG or with the Operator on its behalf (but including any rent, licencing fees and other compensation paid by any such sub-sublessees, licensees or other users of space).

“Ground Lease” – the Commercial Lease dated June 13, 2017, between HMQC as represented by the Minister of Indian Affairs and Northern Development, as lessor, and Casino Rama Inc., as lessee, for the Complex Lands.

“HMQC” – Her Majesty the Queen in right of Canada.

“HST” – the tax imposed under Part IX of the *Excise Tax Act* (Canada) and the *Retail Sales Tax Act* (Ontario), or any tax replacing such imposition, including any interest thereon and penalties relating thereto.

“Hotel” – the hotel and related patron facilities located on the Complex Lands.

“Improvements” – all buildings, structures, works, facilities, services, landscaping, parking and other improvements which would constitute real estate made by any Person and which are at any time and from time to time situate on, under or above the Complex Lands excluding, for greater certainty, FF&E.

“Indemnified Party” – the meaning ascribed thereto in Section 17.3 of this Agreement.

“Indemnifying Party” – the meaning ascribed thereto in Section 17.3 of this Agreement.

“Insurance” – the coverage to be provided in accordance with Schedule 3.

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

“Land Use By-law” – the meaning ascribed thereto in Section 5.5 of this Agreement.

“Lease Expert” – the meaning ascribed thereto in Section 16.6 of this Agreement.

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

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

“Letter Agreements” – the meaning ascribed thereto in the recitals of this Agreement.

“Licence” – the meaning ascribed thereto in Section 18.2 of this Agreement.

“Licensees” – the meaning ascribed thereto in Section 18.2 of this Agreement.

“Lien” – an encumbrance, lien, charge, pledge, mortgage or security interest of any nature whatsoever.

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

“Lottery Scheme” – the meaning ascribed thereto in the *Criminal Code* (Canada).

“Material Agreements” – the agreements listed in Section 2.6 of this Agreement together with any other agreement designated by the Parties as a material agreement.

“Mediation Period” – the meaning ascribed thereto in Section 21.1 of this Agreement.

“Modernization” – the meaning ascribed thereto in the recitals of this Agreement.

“Negotiation Period” – the meaning ascribed thereto in Section 10.1 of this Agreement.

"New OLG Sublease" – the meaning ascribed thereto in Section 2.1 of this Agreement.

"Notice of Election" – the meaning ascribed thereto in Section 10.1 of this Agreement.

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

"OFNLP" – the Ontario First Nations Limited Partnership.

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

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

"Operating Reserve" – any reserve established by OLG during the Applicable Period which has the purpose to have sufficient funds on reserve to cover the expenses and liabilities of OLG in connection with this Agreement and any Material Agreement in the event that Gross Revenues actually received will be insufficient to pay or reserve for such expenses and liabilities to ensure the short and long term continuous and orderly operation of the Complex.

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

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

"Original Permits" – collectively, (a) Permit 241187 made as of May 6, 1996 between HMQC as permittor and Weat Access Inc. (now Rama Access Inc.) as permittee respecting Lot 101 CLSR Plan 78406; and (b) Permit 241188 made as of May 6, 1996 between HMQC as permittor and Weat Access Inc. (now Rama Access Inc.) as permittee respecting Lots 103 and 104 CLSR Plan 78406.

"Original Post-2011 Contract" – the Post-2011 Contract Relating to Casino Rama for the 20-year Period Commencing August 1, 2011 and Relating to Possible Future Development dated July 17, 2009 between OLG, Rama, Casino Rama Inc., Rama Access Inc. and 455457 Ontario Inc.

"Parties" – the parties to this Agreement.

"Permits" – the Original Permits, the Additional Parking Lands Permits and the Employee Parking Lot Permit.

"Permitted Debt" – any Debt of:

- (a) the Operator incurred from time to time in order to finance or refinance construction of any Improvements on the Complex Lands;
- (b) the Operator incurred from time to time in respect of Modernization at the Complex, including without limitation, acquisition and/or working capital financing or refinancing related to an Operator's interest in the Complex or the financing or refinancing of any Future Development; or
- (c) any Person other than the Operator approved in writing by OLG and Rama in respect of either (a) or (b) above,

in each case, together with, in relation to any Improvements on the Complex Lands, Debt relating to purchase money security interests and capital lease obligations.

"Permitted Liens" – with respect to the Complex:

- (a) a Leasehold Mortgage and any other charge or security interest required by any Credit Agreements related to the Complex which have been approved by each of Rama and OLG;
- (b) Liens for taxes, assessments and governmental charges not yet due or if due being contested in good faith and diligently by appropriate proceedings (and for the payment of which adequate provision has been made);
- (c) any right reserved to or vested in any Governmental Authority pursuant to the Ground Lease;
- (d) security given to a public utility or Governmental Authority in connection with the operations of the Complex, in the ordinary course of business;
- (e) any Lien resulting from any judgment rendered, or claim filed, against any Party which such Party is contesting in good faith (and for the payment of which adequate provision has been made);
- (f) undetermined or inchoate Liens, charges and privileges incidental to current construction or operations and statutory liens, charges, adverse claims of any nature whatsoever claimed or held by any Governmental Authority that have not at the time been filed or registered against the title to the asset or that relate to obligations not due or delinquent;

- (g) Liens, charges and privileges relating to current construction or operations being contested in good faith and diligently by appropriate proceedings (and for the payment of which adequate provision has been made);
- (h) assignments of insurance pursuant to the terms of the Ground Lease or the New OLG Sublease and Liens reserved in such leases for rent or for compliance with the terms of such lease;
- (i) any Lien affecting any particular asset (and only such asset) and created to secure payment of all of the purchase price of only such asset;
- (j) concessions, leases or licences or other arrangements relating to space in the Complex entered into in accordance with the terms hereof or the terms of the Material Contracts;
- (k) Liens in respect of Permitted Debt; and
- (l) such other Liens as Rama and OLG may jointly approve in writing from time to time.

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

“**Post-2011 Contract**” – the meaning ascribed thereto in the recitals of this Agreement.

“**Project**” – the Complex, together with the Off-Site Infrastructure Facilities and the Community Facilities.

“**Province**” – Her Majesty the Queen in Right of Ontario.

“**Qualified Future Development Project**” – a proposed project that either OLG or an Operator wish to proceed with during the Applicable Period and that satisfies all of the following criteria:

- (a) the total hard costs to construct such project are estimated by OLG or the Operator to be greater than \$1,000,000;
- (b) the proposed project is to be located on a portion of the Complex Lands;
- (c) the proposed project is the construction of new Improvements; and
- (d) for greater certainty, the proposed project is not the repair, refurbishment, reconstruction or replacement of the existing Improvements listed in Schedule 1 hereto, including, without limitation, the repair, refurbishment, reconstruction or replacement of such existing Improvements as a result of damage or destruction.

“**Quarterly Gross Revenues Report**” – the meaning ascribed thereto in Section 6.3 of this Agreement.

“**Railway Lands Lease**” – the Amended and Restated Railway Lease dated August 1, 2011 between Rama, as landlord, and OLG, as tenant, with respect to Part 1 on Plan 51R-29344, as amended by the First Amendment to Railway Lands Lease, and as further amended, supplemented, restated, replaced or modified from time to time.

“**Rama**” – the Chippewas of Mnjikaning First Nation, also known as the Chippewas of Rama First Nation.

“**Rama Corporations**” – Casino Rama Inc., 1176290 Ontario Limited operating as Biindigen Gift Shop and any other corporation owned or controlled by Rama with an interest of any kind in or pertaining to the Project (excluding, for greater certainty, Rambots Construction Corporation and its successors and the corporations named in Section 13.2(l)).

“**Rama Entities**” – collectively, Rama and the Rama Corporations.

“**Rama Fee**” – the amount to be paid to Rama during the Applicable Period, as set out in Subsection 2.8(a) of this Agreement.

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

“**Real Estate Expert**” – the meaning ascribed thereto in Subsection 20.2(a) of this Agreement.

“**Register**” – the meaning ascribed thereto in the recitals of this Agreement;

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

“**Replacement Land Designation**” – the meaning ascribed thereto in the recitals of this Agreement.

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

“**Retail Stores Licence**” – the existing Casino Rama Retail Stores Licence dated July 17, 2009 between OLG, as licensor, 1176290 Ontario Limited (o/a Biindigen Gift Shop) and Rama, as amended, modified, supplemented, restated or replaced from time to time.

“**Retail Stores and Warehouse Licence**” – the meaning ascribed thereto in Section 2.2 of this Agreement.

“**Seniors Centre**” – a 16 unit, 32 bed facility located on the Reserve.

“**Specific Local Services**” – the meaning ascribed thereto in Subsection 2.8(b) of this Agreement.

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

“**Strategic Advisory Committee Representative**” – the meaning ascribed thereto in Section 4.4 of this Agreement.

“**Third Party Claim**” – any third party claim or proceeding against a Party hereto.

“**Warehouse**” – the Improvements on the lands described as Lot 106, CLSR Plan 78406.

“**Warehouse Lease**” – the Commercial Net Lease (Warehouse Building) dated August 1, 2011 between 455457 Ontario Inc., as landlord, and OLG, as tenant, as amended, modified, supplemented, restated or replaced from time to time.

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

1.2 References.

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

1.3 Accounting Terms.

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

1.4 Schedules.

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

Schedule 1	-	Description of Complex Lands
Schedule 2	-	Intentionally Deleted
Schedule 3	-	Insurance
Schedule 4	-	Off-site Road and Related Improvements
Schedule 5	-	Intentionally Deleted
Schedule 6	-	Form of First Amendment to the Railway Lands Lease
Schedule 7	-	Form of New OLG Sublease
Schedule 8	-	Form of Retail Stores and Warehouse Licence
Schedule 9	-	Form of Tim Hortons Licence
Schedule 10	-	Intentionally Deleted
Schedule 11	-	Intentionally Deleted
Schedule 12	-	Intentionally Deleted
Schedule 13	-	Trade-Marks
Schedule 14	-	Intentionally Deleted
Schedule 15	-	Intentionally Deleted
Schedule 16	-	Intentionally Deleted
Schedule 17	-	Intentionally Deleted
Schedule 18	-	Intentionally Deleted

1.5 Number and Gender.

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

1.6 Rama Entities.

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

1.7 Business Days.

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

1.8 Calculation of Interest.

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

1.9 Statute References.

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

1.10 Headings.

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

1.11 Recitals and Schedules.

The recitals and Schedules hereto form part of this Agreement.

1.12 Interpretation.

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

ARTICLE 2
EXTENSION OF ARRANGEMENTS BETWEEN OLG AND THE RAMA ENTITIES

2.1 New OLG Sublease and Extension of Railway Lease.

The Parties acknowledge and agree that they shall enter into agreements regarding the lease and sublease of the Complex Lands and all of the Improvements located thereon that comprise the Complex for the duration of the Applicable Period. To effect same, the Parties agree that concurrently with the execution and delivery of this Agreement, Casino Rama Inc. will enter into the Ground Lease and OLG, Rama and Casino Rama Inc. will execute and deliver the following agreements:

- (a) an agreement to extend the Railway Lands Lease to be concurrent with the Applicable Period, in the form attached as Schedule 6 (the “**First Amendment to the Railway Lands Lease**”); and
- (b) a sublease relating to the lands that are the subject of the Replacement Land Designation and the Improvements located thereon that comprise the Complex, in the form attached as Schedule 7 (the “**New OLG Sublease**”).

2.2 Rent-Free Operation of the Retail and Warehouse Space.

The Parties acknowledge and agree that concurrently with the execution and delivery of this Agreement, they shall also enter into:

- (a) an agreement providing for the occupation by Rama (or its designate) on a fully rent-free basis during the Applicable Period of certain space in the Casino building and the Warehouse to be used by Rama (or its designate) for or in connection with certain retail uses in accordance with the terms of the agreement in the form attached as Schedule 8 (the “**Retail Stores and Warehouse Licence**”); and
- (b) an agreement providing for the occupation by Rama (or its designate) on a fully rent-free basis during the Applicable Period of certain space in the Casino building to be used by Rama (or its designate) for or in connection with certain food and beverage uses in accordance with the terms of the agreement in the form attached as Schedule 9 (the “**Tim Hortons Licence**”).

2.3 Delivery of Replacement Agreements.

In addition to the execution and delivery of the Ground Lease, New OLG Sublease and First Amendment to the Railway Lands Lease required under Section 2.1, and the Retail Stores and Warehouse Licence and Tim Hortons Licence required under Section 2.2, concurrently with the execution and delivery of this Agreement, the Parties (as applicable) shall have delivered to each other the following fully executed agreements in such forms as are mutually agreeable to Rama and OLG:

- (a) escrow agreement relating to the exchange of the documents referred to in this Section;
- (b) non-disturbance agreement in favour of OLG from HMQC;
- (c) release and surrender of the Existing Complex Sublease;
- (d) authorization and direction of Rama permitting OLG to register a notice of or short form of Railway Lands Lease, in the applicable Land Titles Office where the lands subject to the Railway Lands Lease are located;
- (e) the Band Council approvals in respect of the entering into of this Agreement, and the other Material Agreements contemplated hereby; and
- (f) such other documents and certificates as are contemplated in this Agreement or are customary in transactions of this nature as the Parties may agree, each acting reasonably, provided that neither Party will be required to provide any legal opinions.

2.4 Termination of Existing Agreements and the Permits and Release of Interests.

The Parties hereby acknowledge and agree that contemporaneously with the execution and delivery of this Agreement, the New OLG Sublease, the First Amendment to the Railway Lands Lease, the Retail Stores and Warehouse Licence and the Tim Hortons Licence pursuant to the terms hereof, the Existing Complex Sublease, the Administration Building Lease, the Employee Parking Lot Licence, the Warehouse Lease, the Retail Stores Licence and the Permits shall be automatically terminated and of no further force or effect, and the Parties hereby forever release any interest that any Party may have had in such terminated agreements and the Permits.

2.5 Registration of Lease Interests.

As soon as practicable after the delivery of the documents listed in Section 2.3, (A) Casino Rama Inc. shall forthwith register the Ground Lease (if not previously registered) and the New OLG Sublease in the Register, and (B) OLG shall authorize and direct its legal counsel to proceed with the electronic registration of a notice of or short form Railway Lands Lease, as amended, in the applicable Land Titles Office.

2.6 Material Agreements.

As of or on the Effective Date, OLG and/or all or certain of the Rama Entities are currently parties to the following Material Agreements:

- (a) the Ground Lease (for greater certainty, OLG is not a party to this agreement);
- (b) the New OLG Sublease;
- (c) the Railway Lands Lease;
- (d) the Casino Rama Fire Protection Agreement;
- (e) the Casino Rama Police Services Agreement;
- (f) the Retail Stores and Warehouse Licence; and
- (g) the Tim Hortons Licence.

As of or on the Effective Date, the above-listed agreements are the only Material Agreements between OLG and the Rama Entities relating to the Complex.

2.7 Purpose of this Agreement.

- (a) The purpose of this Agreement is to amend and restate the basis on which OLG and the Rama Entities have agreed to continue to conduct the business of the Complex during the Applicable Period after the Effective Date.
- (b) The Material Agreements described in Section 2.5 above govern the operation and conduct of the business of the Complex for the Applicable Period.
- (c) The Parties confirm their continuing agreement that, since August 1, 2011, their respective rights, entitlements and obligations towards each other during the Applicable Period under the Post-2011 Contract and this Agreement (including the right of Rama to receive the Rama Fee) have replaced in their entirety the respective rights, entitlements and obligations of the parties in the Casino Rama Revenue Agreement and in the Development and Operating Agreement.
- (d) The Parties confirm their continuing agreement that, since August 1, 2011, their respective rights, entitlements and obligations under the Casino Rama Revenue Agreement and the Development and Operating Agreement are complete, and all provisions of the aforesaid agreements are deemed to have terminated save and except for those provisions which are expressed in the such agreements to survive in accordance with their terms.
- (e) The Parties confirm their continuing agreement that their respective rights, entitlements and obligations under the Expansion Project Development Agreement are complete, and all provisions of the aforesaid agreement are deemed to have terminated.
- (f) The Parties confirm their continuing agreement that, since August 1, 2011, OLG has no interest in and no obligations towards the Off-Site Infrastructure Facilities and the Community Facilities, except as may be set out herein.

2.8 Rama Revenue Share.

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

the Parties agree and acknowledge that Rama shall be entitled to receive, during the Applicable Period, an annual fee (the "**Rama Fee**") equal to:

- (iv) the greater of (A) one and nine tenths percent (1.9%) of Gross Revenues for the period August 1, 2017 to March 31, 2018 and (B) \$3,667,000 (Three Million Six Hundred Sixty Seven Thousand Dollars); and
- (v) for each successive twelve month period thereafter commencing April 1, 2018 an amount equal to the greater of: (A) one and nine tenths percent (1.9%) of Gross Revenues for each such twelve month period; and (B) \$5,500,000 (Five Million Five Hundred Thousand Dollars).

The Rama Fee shall be paid by OLG to Rama, or as Rama may from time to time direct, on a monthly basis in arrears, provided that OLG shall have the option, in its sole discretion, to cause the Operator to make such payment of the Rama Fee directly to Rama, provided that for greater certainty, any such option shall not relieve OLG from the primary responsibility for paying the Rama Fee to Rama.

- (b) The Parties agree that the Rama Fee and the payments to be made under this Agreement and the Material Agreements including, without limitation, the New OLG Sublease, the Railway Lands Lease, the Casino Rama Fire Protection Agreement and the Casino Rama Police Services Agreement are intended to be the entire compensation to the Rama Entities for all services to be provided by any of them in connection with the development and operation of the Complex (including any profit from services to be provided in respect of parking) other than any services which may be provided by a Rama Entity with respect to water treatment and supply, sewage, garbage disposal, snow removal and any other items agreed to by OLG (the "**Specific Local Services**").

- (c) No Rama Entity shall be entitled under this Agreement or any of the other Material Agreements to receive any amounts out of the Gross Revenues other than as expressly provided herein or therein, including without limitation; (i) the Rama Fee, (ii) the rent pursuant to the New OLG Sublease, (iii) the rent pursuant to the Railway Lands Lease, (iv) the payments under the Casino Rama Fire Protection Agreement, (v) the payments under the Casino Rama Police Services Agreement, and (iv) payments for any Specific Local Services.
- (d) In the event that OLG or the Operator fails to operate the Casino in accordance with Section 4.5 of this Agreement for a period of seven (7) consecutive days, then the Rama Fee for each day where the Casino is not operated in accordance with Section 4.5 of this Agreement shall be calculated on a per diem basis by using the greater of (i) an annual Rama Fee equal to the average annual Rama Fee paid or payable for the preceding fiscal year, and (ii) the annual Rama Fee that would otherwise be payable to Rama in accordance with Section 2.8(a) for the current fiscal year notwithstanding that the Casino was not operated in accordance with Section 4.5 of this Agreement for any period of time.
- (e) Rama shall not be entitled to any compensation in lieu of profits which would have emanated from the operation by Rama of the non-gaming businesses within or pertaining to the Complex and the Off-Site Infrastructure Facilities.

2.9 Additional Revenues and Reimbursements.

Notwithstanding Section 2.8 and in addition to the items specifically enumerated in Section 2.8 above, the Parties acknowledge that:

- (a) the Casino has been contributing an amount on an annual basis to the costs of problem gambling treatment and counselling services for Rama members and this annual payment shall be paid by OLG or the Operator for the Applicable Period on a basis consistent with past practice, not to exceed \$70,000 per year, which amount shall be adjusted each year to equal the CPI-Adjusted Rate.
- (b) Rama has been paid by OLG or the Operator for reimbursement of audit costs for certain Rama Entities not directly related to those items described in Section 2.8(b) above, not to exceed \$10,000 per year, which amount shall be adjusted each year to equal the CPI-Adjusted Rate; these payments shall continue to be paid by OLG or the Operator, as applicable, if those goods and services are desired by OLG or the Operator on a case by case basis, in a manner consistent with past practice for the Applicable Period.

ARTICLE 3 INTENTIONALLY DELETED

ARTICLE 4 OPERATION OF COMPLEX

4.1 OLG to Operate Complex.

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

4.2 Limitation on Authority.

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

4.3 Operating Policies.

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

4.4 Strategic Advisory Committee.

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

4.5 Business Hours.

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

4.6 Concessions.

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

4.7 No Rama Role in Operations During Applicable Period.

Rama confirms its continuing agreement that, effective as of August 1, 2011 and continuing throughout the Applicable Period, subject to the provisions of this Agreement and the other Material Agreements, Rama shall solely and exclusively be the landlord of the Complex (through its wholly-owned subsidiary Casino Rama Inc.) and neither Rama nor Casino Rama Inc. shall be entitled to be involved in, party to or otherwise participate in or be consulted with concerning any decisions, deliberations or other investigations or studies related to the operation, conduct and management of the Complex.

ARTICLE 5
RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Performance of Agreements.

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

5.2 Liens.

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

5.3 Consent, Approvals.

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

5.4 Amendment of Ground Lease.

Casino Rama Inc. will not amend, modify, supplement, waive any of its rights or agree to the surrender of the Ground Lease without the prior written approval of OLG. For greater certainty, nothing herein shall prevent Casino Rama Inc. from entering into arrangements with respect to the lands that are the subject of the Ground Lease provided such arrangements go into effect after the expiry or earlier termination of the Applicable Period, provided that such arrangements shall not be registered on title to the Complex Lands during the Applicable Period (except during the final 18 months of the Applicable Period if OLG has not exercised its option to extend the Applicable Period in accordance with Section 16.2 hereof) and that all such arrangements are subordinate at all times during the Applicable Period to OLG's interests under this Agreement and the Material Agreements.

5.5 No Conflicts.

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

5.6 Policing and Security.

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

5.7 Utilities, Access.

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

5.8 Cost of Services.

Subject always to the provisions of the specific agreements contemplated in this Agreement, as they may be required to be extended for the Applicable Period, Rama agrees that if any of the water treatment, sewage or other services, including with respect to garbage disposal, recycling, and snow removal (which are agreed to by the relevant Parties hereto) are used by the Complex, such services shall be provided by the Rama Entities to the

Complex and the Complex shall be charged on the basis of the Complex's use of such services by determining the Complex's use of such services as a percentage of the total usage of all users of such services and multiplying such percentage by the operating, maintenance and necessary capital repairs and replacement costs incurred by the Rama Entities in providing such services; provided, however, any such cost shall be as agreed to by the Parties, acting reasonably, on a basis consistent with past practice with respect to the Complex. The Rama Entities shall provide to OLG on an annual basis within 180 days of the end of each Operating Year an audited statement setting out the operating and maintenance costs and necessary capital repairs and replacement costs incurred by the Rama Entities for such services. The cost of any garbage, recycling disposal or snow removal shall be as agreed to by the Parties, acting reasonably, on a basis consistent with past practice with respect to the Complex.

5.9 General.

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

5.10 Negative Covenant.

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

5.11 Access.

The Rama Entities hereby confirm and acknowledge that OLG (and its officers, directors, employees, designees and their guests and invitees), all patrons of the Complex and the Operator: (i) shall be considered to be invitees for all purposes relating to or under the Ground Lease, the New OLG Sublease, the Railway Lands Lease, and all agreements relating to lands or buildings leased by or licensed to OLG on the Reserve and (ii) shall have free access to and the use of the Complex, all Complex Lands and Rama Road.

5.12 Rama Road.

In the event that it is determined by HMQC and Rama that the portion of the Rama Road running through the Reserve is part of the Reserve, Rama shall, and hereby does, confirm the applicability thereto of all of the provisions hereof including, without limitation, Sections 5.7 (Utilities, Access), 5.11 (Access) and 18.2 (Access to Complex).

ARTICLE 6 **RECORDS AND REPORTS**

6.1 Books and Records.

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

6.2 Rama Attractions and Amenities.

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

6.3 Quarterly Gross Revenues Report.

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

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

6.4 Quarterly Meeting.

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

6.5 Rama Review of Quarterly Gross Revenues Report.

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

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

6.6 Annual Financial Statements for Complex.

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

**ARTICLE 7
INTENTIONALLY DELETED**

**ARTICLE 8
FUTURE DEVELOPMENT**

8.1 Planning for Future Developments on Complex Lands.

If any Area Development Plan or amendment to an existing Area Development Plan for the Complex Lands is required to be prepared pursuant to the requirements of the Ground Lease, OLG shall invite, or cause the Operator to invite, Casino Rama Inc. to participate in the planning process for such Area Development Plan, including any future developments at the Complex (“**Future Developments**”), and agrees that it shall consult with Casino Rama Inc. or shall cause the Operator to consult with Casino Rama Inc. with respect to any decisions regarding an Area Development Plan or amendment to an existing Area Development Plan for the Complex Lands.

8.2 Future Developments on the Complex Lands.

OLG or an Operator shall have the sole discretion to decide whether to develop any Future Developments, provided such developments are on the Complex Lands, are developed in accordance with an Area Development Plan developed in accordance with Section 8.1, and are otherwise in compliance with the terms of the Sublease and Applicable Law.

8.3 Future Developments on Lands that are not Complex Lands.

If OLG decides to proceed with any Future Developments that require lands in the vicinity of the Complex that (a) form part of the Reserve, or (b) are owned or controlled directly or indirectly by Rama, in addition to those lands already leased by OLG in connection with the operation of the Complex at such time, the Parties shall cooperate to agree upon the terms of a lease of such additional lands to OLG at an annual cost per acre at the CPI-Adjusted Rate (or such higher fair market rental rate established by the Federal government) and for a term terminating concurrently with the termination of the Applicable Period. The Parties acknowledge and agree that any such lease of additional lands to OLG may require that Rama first obtain the necessary Rama Band Council approvals, land designations and registrations to allow OLG to lease such lands, and Rama shall have the right to approve the Future Development opportunities on such lands.

Any lease granted to OLG in accordance with this Section 8.3 shall require that OLG assume full responsibility for obtaining all requisite environmental and other clearances at its cost prior to entering into such lease. If any Future Developments require lands in the vicinity of the Complex that (a) form part of the Reserve, or (b) are owned or controlled directly or indirectly by Rama, in addition to those lands already leased by OLG in connection with the operation of the Complex at any time, Casino Rama Inc. shall, at OLG's request, expeditiously apply for and use commercially reasonable efforts to obtain any Rama Band Council approvals or other approvals, designations and/or registrations that may be required in a timely manner.

**ARTICLE 9
WATER SUPPLY AND TREATMENT AGREEMENT**

9.1 Water Supply and Treatment Agreement.

OLG agrees that, upon receipt of a written request from Rama, it shall enter into good faith discussions with Rama for purposes of entering into an agreement relating to the supply of water to, and the treatment of water for, the Complex, including waste water treatment equipment and facilities for the Complex. Such agreement shall include terms agreed between the Parties, acting reasonably, on a basis consistent with past practice with respect to the Complex for the provision by Rama of water and wastewater services (including, if applicable and forming part of the past practice between the Parties, allocation of responsibility for the maintenance costs for cleaning the stormwater management pond(s) located on or immediately adjacent to the Complex) and rates for such services which rates shall have included in them the costs of operating and maintaining such equipment and facilities (including future incurred capital replacements and improvements on commercially reasonable terms, without any present commitment by OLG with respect to the creation of a capital reserve).

ARTICLE 10
FIRST OPPORTUNITY FOR ROLE OF DEVELOPMENT AND CONSTRUCTION MANAGER

10.1 Rama's First Opportunity.

OLG agrees that, in the event that OLG or an Operator decide, in each of their sole, absolute and subjective discretion, to proceed with a Qualified Future Development Project, Rama shall be given the first opportunity to be engaged as the development and construction manager for such Qualified Future Development Project in accordance with the following provisions, provided that, unless otherwise determined by the parties, Rama's responsibilities will not include funding or financing:

- (i) OLG or the Operator shall first provide notice (the "**Engagement Notice**") to Rama of its intention to proceed with a Qualified Future Development Project, which notice shall contain: (1) a description of the extent of the Qualified Future Development Project, including, without limitation, the proposed location on the Complex Lands, the proposed use and the proposed square footage, and (2) the material terms and conditions upon which OLG or the Operator is prepared to engage Rama as the development and construction manager for the Qualified Future Development Project, including, without limitation, the development and construction management fee that is to be paid to Rama by OLG or the Operator, the scope of development and construction management services that will be required of Rama, the minimum insurance requirements to be procured by Rama and such other material terms and conditions ordinarily contained in a development and construction management agreement for a project in Ontario equivalent to the Qualified Future Development Project (the "**Development/Construction Management Terms**");
- (ii) Rama shall have until 5:00 p.m. (Toronto time) on the fifteenth (15th) day (the "**Election Date**") following the date of such Engagement Notice to notify OLG or the Operator whether or not it accepts the Development/Construction Management Terms and is prepared to negotiate with OLG or the Operator a development and construction management agreement which incorporates the Development/Construction Management Terms (the "**Notice of Election**");
- (iii) Upon delivery by Rama of a Notice of Election in the manner and within the time herein specified, Rama and OLG or the Operator, as applicable, shall, for a period of thirty (30) days (the "**Negotiation Period**") negotiate in good faith a development and construction management agreement for the Qualified Future Development Project, which agreement shall initially be based on OLG's or the Operator's standard form of development and construction management agreement and which shall incorporate the Development/Construction Management Terms;
- (iv) If Rama does not accept the Development/Construction Management Terms contained in the Engagement Notice, does not respond to the Engagement Notice by the Election Date or in the event that Rama and OLG or the Operator, as applicable, are unable to settle the development and construction management agreement prior to the expiry of the Negotiation Period, then OLG or the Operator, as applicable, may engage any other Person to be the development and construction manager for the applicable Qualified Future Development Project, provided that OLG or the Operator, as the case may be, engages such Person on financial terms and material non-financial terms no more favourable than the Development/Construction Management Terms presented to Rama; and
- (v) If OLG or the Operator wish to offer financial terms and material non-financial terms to any such Person that are more favourable than the Development/Construction Management Terms, then OLG or the Operator shall not proceed with any negotiations with such Person without again complying with all relevant terms and provisions of this Section 10.1.
- (vi) Rama shall have the right:
 - (A) to subcontract all or any portion of its obligations under the development and construction management agreement to an Affiliate of Rama without notice or the consent of OLG or the Operator;
 - (B) to subcontract a portion or portions of its obligations under the development and construction management agreement to non-Affiliates of Rama with the prior consent of OLG, which consent may be withheld in OLG's or the Operator's sole discretion;

provided that:

 - (C) Rama shall remain primarily liable to OLG or the Operator, as applicable, for the performance of the terms of the applicable development and construction management agreement;
 - (D) in respect of subsection (B) above, Rama is not subcontracting substantially all of its obligations under the applicable development and construction management agreement; and
 - (E) such subcontracting does not result in any increased costs to OLG or the Operator.

ARTICLE 11
FINANCING OF FUTURE DEVELOPMENTS

11.1 Financing.

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

ARTICLE 12
REVENUE STREAMS

12.1 Ability of Rama Corporations to Assign Revenue Streams.

- (a) Rama may, without the consent of any other Person, from time to time and at any time assign, sell, encumber or otherwise transfer its entitlement to receive the Rama Fee, free of all equities, in whole or in part, by way of absolute assignment, security or otherwise to any Person. Notwithstanding Section 16.7, OLG agrees not to assert any equitable remedies including, without limitation, rights of set off, that

may arise or have arisen prior to, concurrently with or following any such assignment, sale, encumbrance or other transfer in its favour against Rama against any Person to whom such entitlement to receive the Rama Fee has been assigned, sold, encumbered or otherwise transferred. Rama agrees to provide to OLG a copy of any agreement or other document relating to any such assignment, sale, encumbrance or other transfer.

- (b) In addition to Rama's rights under Subsection 12.1(a), any of the Rama Corporations may, without the consent of any other Person, from time to time and at any time assign, sell, encumber or otherwise transfer its rights to any or all other revenue streams provided for in this Agreement and the other Material Agreements (including, for certainty, all other proceeds and moneys in respect of this Agreement and the other Material Agreements or at any time derived from this Agreement and the other Material Agreements) in whole or in part, by way of assignment, security or otherwise, to any Person, provided that such assignment does not adversely affect the rights of OLG under this Agreement or any other Material Agreement and the assignee, purchaser, secured party or other transferee provides OLG with an acknowledgement that its rights are subject to the rights of OLG as set out in this Agreement and any other relevant Material Agreement, including OLG's right of set-off and OLG's other equitable rights as set out in Section 16.7. Rama agrees to provide to OLG a copy of any agreement or other document relating to any such assignment, sale, encumbrance or other transfer.
- (c) OLG shall enter into such agreement with proposed assignees, purchasers, secured parties or other transferees and Rama as may be reasonably requested by Rama or such Persons to provide such Persons reasonable assurances respecting security granted to them, including all revenue streams, proceeds and moneys in respect of or derived from this Agreement, which agreement shall include, without limitation, the following: (i) agreement by OLG to provide such Persons with a copy of any notice of default (including any payment default) OLG delivers to any of the Rama Corporations under this Agreement, together with any and all other notices delivered to any of the Rama Corporations under this Agreement; (ii) such other terms as may be reasonably requested by such Persons or Rama, acting reasonably; (iii) in the case of an assignment, sale, encumbrance or other transfer under Subsection 12.1(b) above, agreement by Rama or such Persons that such security and any entitlement to revenue streams, proceeds and moneys in respect of or derived from this Agreement are subject to the rights of OLG as set out in this Agreement and any other relevant Material Agreement; and (iv) in the case of an assignment, sale, encumbrance or other transfer under Subsection 12.1(b), such other terms as may be reasonably requested by OLG.

ARTICLE 13 **REPRESENTATIONS AND WARRANTIES**

13.1 Representations and Warranties of OLG.

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

- (a) Organization. OLG is a corporation duly established under the Enabling Legislation.
- (b) Capacity and Authority. OLG has all necessary capacity, power and authority to enter into the Applicable Agreements and to carry out the provisions of the Applicable Agreements. The Applicable Agreements have been duly authorized by OLG and each Applicable Agreement, when executed, will constitute a valid and binding obligation of OLG enforceable against OLG in accordance with its terms.
- (c) No Violation. Neither the execution and delivery of the Applicable Agreements nor the fulfilment of or compliance with the terms and conditions thereof:
 - (i) conflicts with or results in a breach of any of the terms, conditions or provisions of or constitutes a default under the constating documentation of OLG (including the Enabling Legislation); or
 - (ii) conflicts in a material respect with or results in a material breach by OLG of any of the terms, conditions or provisions of or constitutes a material default under any material agreement, licence or other instrument to which OLG is a party or by which it is bound.
- (d) Litigation. To its knowledge after due inquiry, there are no actions, suits or proceedings pending against OLG which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under the Applicable Agreements.
- (e) Environmental. To its knowledge after due inquiry with the Operator, there is no pending or threatened Environmental Claim in respect of the Complex Lands, which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under the Applicable Agreements.

13.2 Representations and Warranties of Rama and Rama Corporations.

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

- (a) Organization. Each of the Rama Corporations which is a Party to this Agreement is a corporation duly established and organized under the laws of the Province of Ontario.
- (b) Ownership. All of the issued and outstanding shares of the Rama Corporations are owned, directly or indirectly, by Rama. Rama has provided OLG with a schedule which accurately sets out the ownership of and legal relationships between all of the Rama Entities.
- (c) Options. No Person has any right or option, contingent or otherwise, to acquire any of the capital stock of any of the Rama Corporations.
- (d) Capacity and Authority. Rama and the Rama Corporations have all the necessary capacity, power and authority to enter into and to carry out the provisions of the Applicable Agreements. The Applicable Agreements have been duly authorized by Rama and the Rama Corporations and each Applicable Agreement, when executed, will constitute a valid and binding obligation of each Rama Entity party thereto, enforceable against it in accordance with its terms.

- (e) No Violation. Neither the execution and delivery of the Applicable Agreements nor the fulfilment of or compliance with the terms and conditions hereof:
 - (i) conflicts with or results in a breach of any of the terms, conditions or provisions of or constitutes a default under the constating documentation of the Rama Corporations;
 - (ii) conflicts in a material respect with or results in a material breach by Rama Entities of any of the terms, conditions or provisions of or constitutes a material default under any material agreement, licence or other instrument to which Rama or any Rama Corporation is a party or by which it is bound;
 - (iii) conflicts with or is inconsistent with the *Indian Act* (Canada) and regulations, by-laws enacted pursuant to that Act (including by-laws of Rama), or with any other Applicable Law; or
 - (iv) conflicts with or is inconsistent with or any other Material Agreement.
- (f) Replacement Land Designation. A valid Replacement Land Designation pursuant to section 38(2) the *Indian Act* (Canada) was accepted by the Minister of Indian Affairs and Northern Development, Canada, on June 24, 2016.
- (g) Ground Lease. Casino Rama Inc. has a valid and subsisting leasehold interest in and the right to quiet or peaceful enjoyment of the Complex Lands (excepting only the lands that are the subject of the Railway Lands Lease) pursuant to the Ground Lease for the full term thereof. The Ground Lease is a legal, valid and binding agreement, enforceable in accordance with its terms, of Casino Rama Inc. and, to the knowledge of the Rama Corporations and Rama, of each other Person that is a party thereto. Neither Rama, any of the Rama Corporations nor, to the knowledge of the Rama Corporations and Rama, any other Person that is a party to the Ground Lease, is in default thereunder.
- (h) Railway Lands Lease. Rama owns the fee simple interest in the lands that are the subject of the Railway Lands Lease, and has the legal right to lease the lands that are the subject of the Railway Lands Lease to OLG pursuant to the terms of the Railway Lands Lease.
- (i) Complex Lands. The Rama Corporations and/or Rama have adequate rights of ingress and egress with respect to the Complex Lands so as to permit the efficient operation of the Complex. The Complex Lands are free and clear of all Liens, other than Permitted Liens, and one or more Rama Entities are in possession of all parts of the Complex Lands. No Persons other than OLG have any right, interest, permit, privilege or claim of any kind in or in respect of title to the Complex Lands that would have a material adverse impact on the operation of the Complex during the Applicable Period.
- (j) New OLG Sublease. Subject to the proper execution and delivery of the New OLG Sublease in connection with the execution of this Agreement, the New OLG Sublease is a legal, valid and binding agreement of Casino Rama Inc., enforceable in accordance with its terms.
- (k) Environmental Matters. All environmental assessments required under Applicable Law, including Environmental Law, that are the responsibility of the Rama Corporations and Rama to obtain, have been completed and all necessary and appropriate approvals or permits have been granted or obtained. To the knowledge of the Rama Corporations and Rama, there is no pending or threatened Environmental Claim in respect of the Complex Lands, or in respect of any adjacent lands that, in respect of such adjacent lands, could reasonably be expected to materially impact on the operation of the Complex. Rama has made available to OLG all environmental investigations, audits, assessments and reviews that are in its possession or of which it is aware with respect to the Complex Lands.
- (l) Former Rama Corporations. Either prior to or upon the execution of this Agreement (considering the releases contained in Section 2.4), the following companies that formed part of the definition of "Rama Corporations" pursuant to the Original Post-2011 Contract no longer hold any interest with respect to the Complex and are not required to be parties to this Agreement or have any interest in this Agreement: Casino Rama Holdings Inc., Rama Holdings Inc., Rama Parking Inc., Rama Access Inc. and 455457 Ontario Inc.

13.3 Survival of Representations and Warranties.

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

ARTICLE 14 INTELLECTUAL PROPERTY

14.1 Trade-Marks.

Notwithstanding Section 14.3, the Parties acknowledge and agree that the trade-marks and trade-names "Casino Rama" (including the trade-mark attached hereto as Schedule 13) and any design relating thereto and any trade-mark, trade-name or design developed specifically for the sole and exclusive use in conjunction with or to solely and exclusively identify the Complex are the sole property of Rama, which property may be assigned to a Rama Corporation. These trade-marks shall be used to identify the Complex, and Rama and OLG shall agree as to any new name or trade-mark to identify the Complex.

OLG (and the Operator, if any, on OLG's behalf) may, to the extent that it deems appropriate for the purposes of carrying out its agreements and obligations, but is not required to, utilize such trade-marks and trade-names in connection with the operation of the Complex during the Applicable Period. During the Applicable Period, Rama grants to OLG and the Operator (on OLG's behalf) a royalty-free, non-transferable, exclusive right to use such trade-marks and trade-names and any design relating thereto in connection with the operation, advertising and promotion of the Complex and related activities and the right to sub-license such rights; provided that Rama retains the right to use, the trade-marks, trade-names and designs relating to (i) soft goods and novelties such as t-shirts, sweaters and caps; (ii) stationery, business cards and other items used by and pertaining to the Rama First Nation and (iii) subject to the prior written approval of OLG, activities, events or attractions sponsored by Rama.

14.2 Operator Trade-Marks.

Rama agrees that it shall consider any proposal or plan for the trade-marks, trade-names and designs of the Operator to be used in connection with the trade-marks, trade-names and designs of Rama to identify the Complex (the "**Operator's Trade-marks Plan**"). Rama, OLG and the

Operator shall work together expeditiously and diligently to review and consider the Operator's Trade-marks Plan, and if acceptable to all Parties, acting reasonably, approve the Operator's Trade-marks Plan.

Once Rama's consent for the Operator's Trade-marks Plan has been granted OLG and/or the Operator shall be permitted to use the trade-marks, trade-names and designs of the Operator in connection with the trade-marks, trade-names and designs of Rama in connection with the operation of the Complex in accordance with the Operator's Trade-marks Plan which has been approved by Rama.

14.3 Intellectual Property.

Subject to Section 14.1, the Parties acknowledge and agree that (other than Intellectual Property that includes the name "Rama" or any other Intellectual Property of Rama described in Section 14.1 above) any Intellectual Property developed during the Applicable Period for use in conjunction with the Complex and paid for by OLG or out of the proceeds of the operations of the Complex shall be the property of OLG.

ARTICLE 15 INTENTIONALLY DELETED

ARTICLE 16 APPLICABLE PERIOD AND TERMINATION

16.1 Applicable Period.

This Agreement shall be effective as of the date hereof. This Agreement and the Applicable Period shall, subject to earlier termination in accordance with the provisions hereof and subject to any extensions in accordance with Section 16.2, terminate on July 31, 2031.

16.2 Extension of Applicable Period.

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

16.3 Termination by OLG.

Subject to Section 16.5 and to any agreements entered into between OLG, any of the Rama Entities and any lender in relation to a Leasehold Mortgage and any agreements entered into between OLG, any of the Rama Entities, and HMQC in relation to the New OLG Sublease, if one of the following events shall happen:

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

then, in addition to any other rights OLG may have under this Agreement, if OLG believes in its reasonable judgment that the default or event, if it continues to exist, will not permit the Casino to be viably operated and that alternate remedies available to OLG against the defaulting party are not adequate under the circumstances, OLG shall have the right, at its option, upon at least 120 days prior written notice to the other Parties, to terminate this Agreement, whereupon each of the Material Agreements (including any replacement lease that may have been granted to OLG by HMQC in respect of the Complex Lands pursuant to the terms of any non-disturbance agreement) shall be terminated concurrently with the termination of this Agreement without any other notice.

16.4 Termination by Rama.

Subject to Section 16.5, to any agreements entered into between OLG, any of the Rama Entities, and any lender in relation to a Leasehold Mortgage and any agreements entered into between OLG, any of the Rama Entities, and HMQC in relation to the New OLG Sublease, one of the following events shall happen:

- (a) any Party fails to make any payment when due to any Rama Entities under this Agreement and any such failure remains unremedied for 10 Business Days after notice thereof by the relevant Rama Entity to such Party;

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

then, in addition to any other rights Rama may have under this Agreement, if Rama believes in its reasonable judgment that the default or event, if it continues to exist, will not permit the Casino to be viably operated, and that alternate remedies available to Rama against OLG are not adequate under the circumstances, or if a change in Applicable Law should occur pursuant to which OLG is no longer an agent of Her Majesty the Queen in Right of Ontario with the right to conduct and manage casino gaming in the Province of Ontario, Rama shall have the right, at its option, upon at least 120 days prior written notice to the other Parties, to terminate this Agreement, whereupon each of the Material Agreements (including any replacement lease that may have been granted to OLG by HMQC in respect of the Complex Lands pursuant to the terms of any non-disturbance agreement) shall be terminated concurrently with the termination of this Agreement without any other notice.

16.5 Curing Defaults.

- (a) Cure Through Payment of Money. If an event giving rise to a right of termination under Section 16.3 or 16.4 has occurred and such event can be cured by the payment of money, then any Party hereto, at its option, may make such payment within the applicable grace period and, upon such payment, no Party shall have any right to terminate this Agreement. Notwithstanding the preceding sentence, any Party which is not the Party responsible for an event giving rise to a right of termination shall have a period of 30 days from and after receipt of a notice of termination given by any other Party hereto which has the right to terminate because of such an event of termination, within which to make such payment and to cause such notice of termination to become null and void. Any Party electing to make a payment pursuant to this Subsection 16.5(a) shall retain full rights to pursue any other remedies it may have under this Agreement or otherwise in respect of the event giving rise to the payment, other than any rights it may have in respect of termination of this Agreement.
- (b) Cure Other Than Through Payment of Money. If an event giving rise to a right of termination under Section 16.3 or 16.4 has occurred and such event cannot be cured by the payment of money, but can be otherwise cured, then any Party, which is not responsible for the event giving rise to the right to terminate, may effect such cure within 30 days after such Party's receipt of a written notice of termination from any other Party who has a right to give such notice, or within such longer period as may be reasonably regarded as necessary to effect such cure, provided that cure has commenced within such 30 day period and is thereafter prosecuted to completion with diligence and continuity. No Party shall have the right to terminate this Agreement or any other Party's rights hereunder until it shall have given written notice of termination to every other Party and until all periods for effecting cure have expired. If cure has occurred, then no Party shall have any further right to terminate this Agreement on account of an event of termination which has been cured. Any Party electing to effect a cure under this Subsection 16.5(b) shall retain full rights to pursue any other remedies it may have under this Agreement or otherwise in respect of the event giving rise to the event cured, other than any rights it may have in respect of termination of this Agreement.
- (c) Disputes. In the event that there is a dispute as to whether an event giving rise to a right of termination has occurred or as to whether such event has been cured within the applicable grace or cure period, such dispute shall be subject to the provisions of Section 21.1 and any applicable grace or cure period shall not commence until the final determination of such dispute in accordance therewith.

16.6 Payments on Termination.

In addition to its rights of termination under Section 16.3, OLG shall have the right, at its option, upon at least 120 days prior written notice to the other Parties to terminate this Agreement if, for any six consecutive quarters of three months each, the operations of the Complex suffer a loss for each such quarter on the quarterly income statement for the Complex prepared on an accrual basis in accordance with Canadian generally accepted accounting principles consistently applied, save and except that for the purposes of the aforesaid calculation, the amount of the Win Contribution shall not be considered as paid or payable; provided always that OLG agrees that it shall ensure that the Complex continues to operate during such six (6) consecutive quarters. Upon any termination of this Agreement by OLG pursuant to this Section 16.6, OLG shall pay to Rama the fair market value of the lease payments payable to Rama pursuant to the remaining term of the Applicable Period under the New OLG Sublease, the Railway Lands Lease, and any other agreements relating to the lease or rental of lands or buildings forming part of the Complex (including Future Developments). The Parties will use good faith efforts to agree to such fair market value within 30 Business Days, failing which they shall jointly retain a member of a major accounting firm with expertise in real estate leases (the "**Lease Expert**") within a further 10 Business Days to determine such fair market value, failing which, upon notice given by any Party and no sooner than five Business Days from but no later than 10 Business Days from the date of such notice, any Party may apply to the Superior Court of Justice (Ontario) for the appointment of a Lease Expert. The Lease Expert shall promptly determine such fair market value within 30 Business Days of the Lease Expert's appointment. The costs of such Lease Expert shall be borne solely by OLG. Such Lease Expert's determination of fair market value shall be final and binding on the Parties, absent manifest error.

16.7 Equitable Remedies.

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

ARTICLE 17
INDEMNIFICATION

17.1 Indemnity by OLG.

OLG will, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the Rama Entities and each of their respective officers, employees and agents, or any of them of, from and against all manner of Losses which may be brought against or made upon the Rama Entities, their respective officers, employees and agents, or any of them and of, from and against all Losses which may be sustained, incurred or paid by the Rama Entities, their respective officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the default or breach by OLG or any of its officers, employees, agents or Persons for whom it is responsible in law in connection with the performance of this Agreement and the Material Agreements (including, without limitation, any Operator) of OLG's obligations hereunder and will pay to the Rama Entities and to each such officer, employee or agent on demand any Losses which may be sustained, incurred or paid by the Rama Entities or by any of their respective officers, employees and agents in consequence of or in settlement of or in discharge or on account thereof and on default of payment by OLG of any Losses in accordance with this Section 17.1; any and all such monies so paid or payable may be deducted from any monies owing to OLG by the Rama Entities under this Agreement or any Material Agreement, or on any account whatever, or may be recovered from OLG in any court of competent jurisdiction as monies paid at OLG's request.

17.2 Indemnity by Rama Entities.

Rama will, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify OLG and its officers, employees and agents, or any of them, from and against all manner of Losses which may be brought against or made upon OLG and its officers, employees and agents, or any of them and of, from and against all Losses which may be sustained, incurred or paid by OLG and its officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the default or breach by any Rama Entity or any of a Rama Entity's officers, employees, agents or persons for whom such Rama Entity is responsible in law in connection with the performance of this Agreement and the Material Agreements of any Rama Entity's obligations hereunder and will pay to OLG and to each such officer, employee or agent on demand any Losses which may be sustained, incurred or paid by OLG, or by any of its officers, employees and agents in consequence of or in settlement of or in discharge or on account thereof and on default of payment by Rama of any Losses in accordance with this Section 17.2; any and all such monies so paid or payable may be deducted from any monies owing to any Rama Entity by OLG under this Agreement or any Material Agreement, or on any account whatever, or may be recovered from any Rama Entity in any court of competent jurisdiction as monies paid at such Rama Entity's request.

17.3 Timely Notice.

Whenever a Party (the "Indemnified Party") shall become aware of any claim, whether threatened or actual, which would subject another Party (the "Indemnifying Party") to the provisions of this Article 17, the Indemnified Party shall provide timely and written notice thereof to the Indemnifying Party, and each other Party to this Agreement, such notice stating whether the claim arises as a result of a Third Party Claim against the Indemnified Party and specifying with reasonable particularity the factual basis for the claim and the amount of the claim, if known. Upon the written request of an Indemnified Party, after receipt by it of any such notice, the Indemnifying Party shall furnish the Indemnified Party copies of all documents and provide any other material information relating to such claim that is in the possession or control of the Indemnifying Party (to the extent the Indemnifying Party may lawfully do so).

17.4 Third Party Claims.

With respect to any Third Party Claim which gives rise to a claim for indemnity under Section 17.1 or Section 17.2, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out of pocket expenses. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). In such circumstances, the Indemnified Party's choice of counsel shall be subject to the prior written approval of the Indemnifying Party, acting reasonably; it being acknowledged by the Rama Entities that OLG may withhold its approval if a Rama Entity's proposed counsel does not agree to retainer terms, including fees, which are acceptable to OLG. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If the Indemnifying Party has elected to assume control, the Indemnified Party shall take all reasonable steps necessary to secure and preserve its rights in respect of any claim and, to the extent that the Indemnified Party has a right to commence a proceeding against another person (whether for damages, indemnification or otherwise) in respect of a matter for which the Indemnified Party is entitled to indemnification hereunder, the Indemnified Party shall assign that right to the Indemnifying Party and subrogate the Indemnifying Party to that right to the extent of the amounts for which the Indemnifying Party is liable under its indemnity.

17.5 Settlement of Third Party Claims.

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

17.6 Co-operation.

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

17.7 Miscellaneous Matters Regarding Third Party Claims.

- (a) If an Indemnifying Party is not a party to a Third Party Claim, the Indemnified Party shall consent to any order or leave that may be applied for by the Indemnifying Party to be added as a party or to be allowed to make representations on its own behalf without being a party.
- (b) The expenses incurred by an Indemnified Party in investigating, defending or appealing any Third Party Claim shall, at the Indemnified Party's written request, be paid by the Indemnifying Party on an ongoing basis, as is appropriate to allow the Indemnified Party to properly investigate, defend or appeal such Third Party Claim; provided that, if it is ultimately determined that the Indemnified Party is not entitled to be indemnified hereunder, the Indemnified Party shall immediately repay to the Indemnifying Party all amounts advanced. In the event that the Indemnifying Party is OLG, amounts so repayable to it shall be deemed to be payable as a debt due to the Crown in right of Ontario.

17.8 No Subrogation.

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

17.9 Insured Claims.

Notwithstanding the provisions of Sections 17.1 and 17.2, no Party will be required to make any payments pursuant thereto to any other Party of any such Losses to the extent such Losses are covered by insurance.

ARTICLE 18 TITLE MATTERS

18.1 Title to Complex and the Improvements.

The Parties agree and acknowledge that first leasehold title to the lands identified as the Complex Lands and the existing Improvements listed in Schedule 1 hereto will be vested in Casino Rama Inc., subject, however, to the leasehold and subleasehold rights of OLG under the Railway Lands Lease and the New OLG Sublease, respectively, and the rights of any Operator pursuant to any further sublease, sub-sublease and/or licence granted under Section 18.2.

To the extent permitted by law and notwithstanding anything contained in this Agreement to the contrary, Rama, each of the Rama Entities and OLG acknowledges and agrees that title to any new Improvements constructed on the Complex Lands during the Applicable Period shall be vested and remain in OLG and/or the Operator during the Applicable Period even though the same may be attached, in whole or in part, to the Complex Lands and shall be held by OLG and/or the Operator free and clear of any claims and/or interest of the Rama Entities or those claiming through the Rama Entities until the expiration or earlier termination of the Applicable Period. In furtherance of the foregoing, OLG and/or the Operator, as the case may be, will have the exclusive right to claim all taxable benefits associated with the ownership of such new Improvements, including the amortization and depreciation of the same from time to time. At the expiry or the earlier termination of the Applicable Period, ownership of all of the Improvements shall automatically and without any formality be deemed to be vested in Casino Rama Inc., free and clear of any claims and/or interest of OLG and/or the Operator.

At all times during the Applicable Period, Rama shall not claim any ownership interest in any of the assets used in the Complex (save and except for furniture, furnishings and equipment, trade fixtures and other personal property owned by a Rama Entity and located in the premises subject to the Retail Stores and Warehouse Licence or the Tim Hortons Licence), including for greater certainty the FF&E.

18.2 Access to Complex.

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

ARTICLE 19 INSURANCE

19.1 Insurance.

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

ARTICLE 20 DESTRUCTION/EXPROPRIATION

20.1 Destruction.

Subject to the terms of any agreement to the contrary, if all or substantially all of the Complex shall be destroyed by fire or other casualty during the Applicable Period, OLG by written notice to Rama given within 120 days after the occurrence of such event, may elect to rebuild or restore the Complex or replacement facility. If OLG does not so elect during such 120 day period, the proceeds of any Insurance shall be paid to Rama, except as such proceeds relate to assets owned by OLG pursuant to Section 18.1.

20.2 Expropriation.

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

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

ARTICLE 21
ENFORCEMENT PROVISIONS

21.1 Notice of Dispute.

In the event any dispute, claim, difference or question (a “**Dispute**”) arises among any of the Parties concerning the construction, meaning, effect, implementation of or compliance with this Agreement and a Party wishes to resolve such matter, then such Party shall provide notice to the other Parties of same. Where there is a Dispute, the Dispute shall, unless the Parties have determined to arbitrate the dispute in accordance with Section 21.2, be the subject of non-binding and without prejudice mediation by recourse to a Person or Persons generally recognized as having familiarity with and expertise in the matter which is the subject to the Dispute (an “**Expert**”), which, in the case of financial matters, shall be a member of a major accounting firm with experience in casino operations. Any Party may initiate such mediation by giving notice to the other Parties to that effect. Within 10 Business Days after the delivery of such notice, the Parties shall meet and attempt to appoint a single Expert for non-binding and without prejudice mediation of such Dispute. If the Parties are unable to agree on a single Expert within such 10 Business Day period then, upon notice given by any of them and within five Business Days of such notice, any Party may apply to a judge of the Superior Court of Justice (Ontario) for the appointment of an Expert. The Expert selected shall then promptly mediate the Dispute between the Parties and shall render its recommendation within 30 days of its appointment (the “**Mediation Period**”). The costs related to such mediation shall, in the absence of agreement between the Parties to the contrary, be borne equally by OLG and Rama. Each of the Parties agrees that it will use best efforts in engaging in any mediation and it will give substantial weight and due regard for the recommendation of the Expert. Notwithstanding the foregoing, following the Mediation Period, each of the Parties shall be entitled to seek resolution of such Dispute in accordance with its normal remedies and recourses available at law.

21.2 Arbitration.

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

ARTICLE 22
ASSIGNMENT OF AGREEMENT

22.1 Transfer/Assignment:

Subject to the provisions of Article 12 respecting the assignment of revenue streams and Section 5.2, the Rama Entities may assign their rights and obligations under this Agreement in whole or in part (including the Rama Fee) by way of security or otherwise provided that (i) such assignment does not adversely affect the rights of OLG or any Operator; (ii) the assignee, to the extent it assumes obligations hereunder, agrees to be bound by the terms hereof in a form satisfactory to OLG, and (iii) such assignment is to a Person that has received the prior written consent of OLG as assignee, provided always that no assignment by any of the Rama Entities to such associated entities as may be necessary or desirable to implement a reorganization of relationships relating to interests in land on the Reserve for the purposes of the *First Nations Land Management Act*, S.C. 1999, c.24 shall require consent by OLG provided always that in each instance the assigning Rama Entity shall give OLG its continuing guarantee of the obligations of any relevant assignee.

OLG may not assign its rights and obligations under this Agreement in whole or in part without the prior written consent of Rama which can be arbitrarily withheld. OLG acknowledges being advised by Rama that a request to assign OLG's rights and obligations under this Agreement to any Person other than a Person controlled by a Governmental Authority that may lawfully conduct and manage the operation of a Lottery Scheme is unlikely to receive consent.

22.2 Successors and Assigns.

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

22.3 Remedies.

Any assignment, transfer, mortgage or other transaction by the Parties hereto in violation of the provisions of this Article 22 shall be null and void.

ARTICLE 23
GENERAL PROVISIONS

23.1 Disclosure.

Each of the Parties hereto acknowledges, agrees and consents to the disclosure of this Agreement and the Material Agreements as a matter of public record and further acknowledges and agrees that Applicable Law may require disclosure of information provided by any Party hereto to any Party or Parties hereto pursuant to or in connection with this Agreement or the Material Agreements. However, the Parties acknowledge and agree that information provided by any Party hereto to any other Party or Parties hereto pursuant to or in connection with this Agreement or the Material Agreements, including the Operating Policies (including all documents and correspondence relating to the negotiation hereof) may include trade secrets or scientific, technical, commercial, financial or labour relations information, supplied in confidence, disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of one or all of the Parties or result in undue loss to one or all of the Parties or undue gain to others. Further, such information may include information the disclosure of which could reasonably be expected to prejudice the economic interests of Rama, OLG or other Provincial government institutions or its or their competitive position and the proposed plans, policies or projects of Rama, OLG or other Provincial government institutions or the disclosure of which would reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a Person. Accordingly, except as may be required by Applicable Law, all such information provided by any Party hereto pursuant to or in connection with this Agreement or the Material Agreements shall be kept confidential by the Parties and shall only be made available to such of a Party's employees, advisors and consultants as are required to have access to the same in order for the recipient Party to adequately use such information for the purposes for which it was furnished who shall be similarly bound to these provisions and, in the case of the Rama Entities, to Governmental Authorities or to their lenders in order to comply with financial disclosure requirements. The Parties agree that any lender of a loan related to the Complex approved by Rama and OLG shall be entitled to disclosure of such confidential information provided that any such lender enters into a confidentiality agreement acceptable to OLG and Rama. The Parties further agree that this Section shall not apply to prevent any Party from disclosing any information provided by any Party hereto pursuant to or in connection with this Agreement or the Material Agreements to the Operator.

23.2 Notices.

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

- (a) OLG, addressed to it at:

4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8

Telecopier: (416) 224-1772
Attention: Vice President Gaming
E-mail: jmacfarlane@olg.ca

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

Chief and Council
Chippewas of Rama First Nation

Suite 200
5884 Rama Road
Rama, Ontario
L3V 6H6

Telecopier: (705) 325-0879
Attention: Chief
Email: chief@ramafirstnation.ca

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

23.3 No Partnership or Joint Venture.

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

23.4 Modification and Changes.

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

23.5 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.

23.6 Time of Essence; Extensions or Abridgements of Time.

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

23.7 Governing Law.

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

23.8 Submission to Jurisdiction; Waivers.

Each of the Parties irrevocably agrees that any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect thereof brought by any other Party hereto or its successors or assigns, may be brought and determined in the Superior Court of Justice (Ontario), and each of the Parties hereby irrevocably submits generally and unconditionally, to the nonexclusive jurisdiction of the aforesaid court; provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section 23.8 and shall not be deemed to be a general submission to the jurisdiction of said court or in the Province of Ontario other than for such purpose. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defence, counterclaim or otherwise in any action or proceeding with respect to this Agreement any claim that it is not personally subject to the jurisdiction of the above-named court for any reason other than the failure to serve process in accordance with this Section 23.8, that it is exempt or immune from jurisdiction of such court or from any legal process commenced in such court.

23.9 Survival of Covenants.

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

23.10 Third Parties.

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

23.11 Waivers.

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

23.12 Force Majeure.

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

23.13 Approvals.

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

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

23.14 Counterparts and Electronic Transmission.

This Agreement may be executed in counterparts and may be delivered originally or by facsimile, email or other electronic communication, and each such original, facsimile or electronic copy when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

23.15 Inconsistency.

In the case of any inconsistency between the terms and conditions of a Material Agreement other than the Ground Lease and this Agreement, the terms and provisions of this Agreement shall prevail. In the case of any inconsistency between the terms and conditions of the Ground Lease and this Agreement, the terms and provisions of this Agreement shall prevail unless such inconsistency would put Casino Rama Inc. in breach of the provisions of the Ground Lease in which case the terms of the Ground Lease shall prevail.

[SIGNATURE PAGES FOLLOW]

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

ONTARIO LOTTERY AND GAMING CORPORATION

by:

Name: _____

Title: _____

Name: _____

Title: _____

CASINO RAMA INC.

by:

Name: _____

Title: _____

For the purposes only of the termination of the agreements and the Permits as described in Section 2.4 of this Agreement, the following persons have executed or caused this Agreement to be executed, all as of the day and year first above written.

455457 ONTARIO INC.

by:

Name: _____

Title: _____

Name: _____

Title: _____

RAMA ACCESS INC.

by:

Name: _____

Title: _____

CHIPPEWAS OF RAMA FIRST NATION

by:

Name: _____

Title: _____

1176290 ONTARIO LIMITED (O/A BIINDIGEN GIFT SHOP)

by:

Name: _____

Title: _____

SCHEDULE 1

DESCRIPTION OF COMPLEX LANDSComplex Lands:

Lots 101, 102, 103, 104, 105, and 106, Plan 78406 CLSR

Lots 31-8 and 31-9, Plan 79146 CLSR

Lot 107, Plan 80801 CLSR

Lot 121, Plan 83863 CLSR

Lots 99-1 and 122, Plan 83864 CLSR

Lots 32-20, 98-1 and 98-2, Plan 100258 CLSR

Part 1 on Plan 51R-29344, being the lands leased under the Railway Lands Lease.

Schedule 1: Improvements existing on the Effective Date:



SCHEDULE 2

[Intentionally Deleted]

SCHEDULE 3
INSURANCE

All policies will comprise coverage in respect of the lands and Improvements subject to the:

- (a) Ground Lease and New OLG Sublease;
- (b) Railway Lands Lease; and
- (c) such other lands and Improvements as may become part of the Complex, from time to time,

and as the above-referenced documents may be extended, modified or replaced, from time to time; but, for greater certainty, shall not comprise coverage in respect of the Community Facilities, the Off-Site Infrastructure Facilities or those insurance coverages required to be maintained by the Rama Entity that is licensee pursuant to the Retail Stores and Warehouse Licence or the Tim Hortons Licence.

Each such policy shall contain a waiver by the insurer of the rights of recourse or subrogation by the insurer against OLG, the Operator (if any), Rama, the Rama Corporations and HMQC as represented by the Minister of Aboriginal Affairs and Northern Development Canada ("INAC")

All insurance shall be in such form and with such companies as shall be satisfactory to OLG. The policies shall specify that they are primary and if any other policies of insurance are determined to apply to any claim, such other policy coverages shall be deemed to be in excess of the policies purchased pursuant to this Agreement. All policies shall provide for a minimum of sixty (60) days' notice of cancellation or non-renewal.

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

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

A. Property Insurance, Machinery and Equipment Breakdown and Business Interruption

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

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

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

Business Interruption: OLG and/or the Operator shall maintain business interruption insurance, with recovery under the policy equal to the projected profits for a minimum period of twelve (12) months and include terms and conditions consistent with a standard "Profits" form. In the event of a claim on this insurance, the Rama Fee payable by OLG to Rama shall be the greater of: (i) 1.9% (one and nine-tenths per cent) of the Gross Revenues that form the basis of the amount of profits paid by the insurer under the Business Income insurance; and (ii) the \$5.5 million dollar (\$5,500,000) annual minimum calculated on a *pro rata* basis for the time period in respect of which the business interruption insurance is paid.

For each of the above coverages, OLG, Casino Rama Inc. and HMQC shall be additional named insureds, and Rama and the Operator shall be added to the policy as a loss payee as their interests may appear.

B. General Liability Insurance

OLG and/or the Operator shall maintain comprehensive general liability insurance with terms and conditions no less restrictive than is customary for similar operations. OLG and/or the Operator shall be the named insured on the general liability policy. OLG and/or the Operator, Rama, the Rama Corporations and HMQC shall be added to the policy as additional insureds. The policy shall contain cross liability and severability of interest clauses. Such policy shall have a minimum twenty-five million dollar (\$25,000,000 Canadian) per occurrence limit of liability.

The foregoing minimum insurance requirement may be achieved by combining general liability, umbrella and excess liability policy limits.

C. Automobile Liability Insurance

OLG and/or the Operator shall maintain automobile liability insurance covering all owned, leased, hired and borrowed vehicles used in support of the operation of the Complex, such insurance having a minimum policy limit of at least five million dollars (\$5,000,000) per occurrence.

D. Crime Insurance

OLG and/or the Operator shall maintain crime insurance on a claims made basis covering money, securities and other property for loss inside and outside the Complexes in an amount of at least five million dollars (\$5,000,000) per claim.

E. Other Coverages

OLG and/or the Operator shall maintain such other coverages in respect of such other risks against which it is now, or hereafter may be, customary to insure in the operation of similar properties, but for greater certainty shall not include any insurance required by the Ground Lease.

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

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

SCHEDULE 5

[Intentionally Deleted]

SCHEDULE 6
FIRST AMENDMENT TO THE RAILWAY LANDS LEASE

(See Attached)

FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE is made as of the ____ day of June, 2017 (the “**Extension Date**”).

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a lease made as of August 1, 2000 between the Lessor and the Lessee (as amended restated, supplemented and/or otherwise modified, collectively, the “**Original Railway Lands Lease**”), the Lessor leased the Lands to the Lessee on the terms and conditions set forth therein for a term that expires on March 13, 2021;

AND WHEREAS pursuant to an amended and restated lease made as of August 1, 2011 between the Lessor and the Lessee (the “**Amended and Restated Railway Lands Lease**”), the Lessor and the Lessee amended and restated the terms and conditions of the Original Railway Lands Lease for a term that expires on March 13, 2021;

AND WHEREAS pursuant to an agreement entitled Amended and Restated Post-2011 Contract made as of June ___, 2017 between OLG, the Lessor and Casino Rama Inc., as may be amended, restated or replaced from time to time (the “**Amended and Restated Post-2011 Contract**”) the Lessor and the Lessee agreed to amend the terms and conditions and extend the term of the Amended and Restated Railway Lands Lease, with effect as of the date hereof (the “**First Amendment**”);

AND WHEREAS unless otherwise defined herein, all capitalized terms and expressions used in this First Amendment have the meaning attributed thereto in the Amended and Restated Railway Lands Lease.

NOW THEREFORE in consideration of the respective covenants of the Parties hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties covenant and agree as follows:

1. The Amended and Restated Railway Lands Lease is hereby extended and further amended as follows:

(a) A new definition of “Basic Rent” is added to Section 1 as follows:

““**Basic Rent**” has the meaning given thereto in Section 4 of this Lease.”

(b) The definition of “Commercial Ground Lease Agreement” in Section 1 is hereby deleted and replaced as follows:

““**Commercial Ground Lease Agreement**” means the lease entered into between Her Majesty the Queen in Right of Canada and Casino Rama Inc. registered in the Indian Lands Registry as Instrument No. _____, as amended, supplemented, restated or replaced from time to time.”;

(c) A new definition of “Extension Date” is added to Section 1 as follows:

““**Extension Date**” means the ____ day of June, 2017.”

(d) The definition of “Post-2011 Contract” in Section 1 is deleted and the new definition of “Amended and Restated Post-2011 Contract” is added as follows:

““**Amended and Restated Post-2011 Contract**” means the agreement entitled Amended and Restated Post-2011 Contract made as of June ___, 2017 between the Lessor, the Lessee, and Casino Rama Inc., as such agreement may be amended, restated and/or replaced from time to time.”;

(e) The definition of “Term” in Section 1 is hereby deleted and replaced with the following:

““**Term**” means the period commencing on the date of the Original Railway Lands Lease and terminating concurrently with the expiry or earlier termination of the Applicable Period under the Amended and Restated Post-2011 Contract, as the Applicable Period may be extended from time to time thereunder.”

(f) Section 3 of the Amended and Restated Railway Lands Lease by adding the words “and the Improvements thereon” after “the Lessor hereby leases the Lands”.

(g) Section 4 of the Amended and Restated Railway Lands Lease is hereby deleted and replaced with the following:

“The Lessee shall pay annual rent in the amount of \$155,697.59 (“**Basic Rent**”) for the use and occupation of the Lands and the Improvements thereon.

For each successive twelve-month period commencing April 1, 2018, the annual Basic Rent shall be subject to an upward adjustment only based on the number obtained by multiplying the annual Basic Rent for the previous period by a fraction the numerator of which is the CPI for the month of January in the year for which the annual Basic Rent adjustment is being determined and the denominator of which is the CPI for the month of January preceding the commencement of the previous twelve month period.

Basic Rent shall be payable, in advance, in equal monthly installments calculated on the basis of a twelve-month year on the first day of each and every month beginning on the Effective Date. Where any month during the Term is less than a whole month, the Lessee shall pay to the Lessor the monthly Basic Rent on a pro rata basis based on the number of days in the month that the Lessee has possession of the Lands and the Improvements thereon."

(h) The following is added as the second paragraph of Section 5:

"Notwithstanding anything contained herein and/or in the Amended and Restated Railway Lands Lease, the Lessor acknowledges and agrees that the Lessee is under no obligation to occupy and/or operate in all or part of the Lands at any time so long as the Lessee continues to pay the rent in the manner contained herein."

2. Each of the parties hereto acknowledges and agrees that the Lease as amended by this First Amendment remains in good standing and in full force and effect and is hereby ratified and confirmed.
3. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further actions as may be reasonably required from time to time in order to more effectively carry out the true intent of this First Amendment.
4. This First Amendment shall be governed by the laws of the Province of Ontario and the Federal laws applicable thereto.
5. This First Amendment shall enure to the benefit of and be binding upon the parties and their legal respective successors and permitted assigns.
6. This First Amendment may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. In addition, execution of this First Amendment by any of the parties may be evidenced by way of a PDF transmission of such party's signature (which signature may be by separate counterpart), or a photocopy of such PDF transmission, and such PDF signature, or photocopy of such PDF signature, shall be deemed to constitute the original signature of such party to this First Amendment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF the Lessor and the Lessee have entered into this agreement as of the date first written above.

CHIPPEWAS OF RAMA FIRST NATION

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

I/We have the authority to bind the First Nation

ONTARIO LOTTERY AND GAMING CORPORATION

Per:

Name: Gregory McKenzie

Title: Executive Vice President, Chief Operating Officer

Per:

Name: Barbara Anderson

Title: Senior Vice President, Chief Financial Officer

We have the authority to bind the corporation

SCHEDULE 7
NEW OLG SUBLEASE

(See Attached)

COMPLEX SUBLEASE

THIS SUBLEASE made as of the ____ day of June, 2017.

BETWEEN:

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

OF THE FIRST PART;

- and -

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

OF THE SECOND PART.

RECITALS

WHEREAS pursuant to the Lease, the Sublessor, as lessee, leases the Premises from the Crown, as lessor;

AND WHEREAS the Demised Land is described in the Amended Designation on lands known as the Rama Indian Reserve No. 32, which have been set apart for the use and benefit of the First Nation;

AND WHEREAS the Amended Designation, amongst other things, permits the Premises to be leased by the Crown for those purposes set forth in the Lease and for the Lease to allow subleases;

AND WHEREAS immediately prior to the execution and delivery of the Lease and this Sublease the Sublessee released and surrendered any interest it held in the Premises including pursuant to the Original Sublease, the Administration Building Lease, the Warehouse Lease, the Complex Parking Lands Permits, and the Employee Parking Lot Licence;

AND WHEREAS immediately prior to the execution and delivery of the Lease and this Sublease the Sublessor released and surrendered any interest it held in the Premises including pursuant to the Original Lease, the Original Sublease, certain Complex Parking Lands Permits, the Employee Parking Lot Permit, and the Employee Parking Lot Licence;

AND WHEREAS immediately prior to the execution and delivery of the Lease and this Sublease Affiliates of the Sublessor released and surrendered any interest they held in the Premises including pursuant to the Original 455457 Lease, the Warehouse Lease the Administration Building Lease, and certain Complex Parking Lands Permits;

AND WHEREAS the First Nation, as lessor, leases the Railway Lands Premises to the Sublessee, as lessee, pursuant to the Railway Lands Lease;

AND WHEREAS the Sublessor and the Sublessee have agreed to enter into this Sublease to sublease the Premises from and after the Effective Date;

AND WHEREAS the Band Council has by Resolution Number _____ dated the ____ day of _____, 2017, consented to the subleasing of the Premises to the Sublessee under the terms and conditions of this Sublease;

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

1. **DEFINITIONS:**

In this Sublease:

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

"**Administration Building Lease**" means the Commercial Net Lease (Administration Building) between 455457 Ontario Inc. (an Affiliate of the Sublessor), as lessor, and OLG, as lessee, dated August 1, 2011 relating to space in a building located on Lot 31-8, CLSR Plan 79146;

"**Alterations**" has the meaning ascribed thereto in the Lease;

"**Amended Designation**" means the Amended Designation (Instrument of Non-Absolute Surrender), and accepted by the Minister by Ministerial Order dated the 9th day of June, 2016, and registered in the Registry on June 24, 2016 as Instrument No. 6093056;

"**Area Development Plan**" has the meaning ascribed thereto in the Lease;

"**Architect**" has the meaning ascribed thereto in the Lease;

"**Artifact**" has the meaning ascribed thereto in the Lease;

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

“**Basic Rent**” has the meaning ascribed thereto in Section 3 below;

“**Building Permit**” has the meaning ascribed thereto in the Lease;

“**Business Day**” means any day which is not Saturday, Sunday or a day observed as a holiday under the applicable Laws in the Province of Ontario;

“**Complex Parking Lands Permits**” means, collectively (a) Permit 241187 made as of May 6, 1996 between the Crown, as permittor, and Weat Access Inc. (now Rama Access Inc.), as permittee, respecting Lot 101 CLSR Plan 78406; and (b) Permit 241188 made as of May 6, 1996 between the Crown, as permittor, and Weat Access Inc. (now Rama Access Inc.), as permittee, respecting Lots 103 and 104 CLSR Plan 78406, (c) Permit 283929 made as of August 1, 2000 between the Crown, as permittor, and Sublessor, as permittee, respecting Lot 122 CLSR Plan 83864; and (d) Permit 283932 made as of August 1, 2000 between the Crown, as permittor, and Sublessor, as permittee, respecting Lot 107 CLSR Plan 80801, Lot 121 CLSR Plan 83863 and Lot 99-1 CLSR Plan 83864;

“**Construction Plan**” has the meaning ascribed thereto in the Lease;

“**Contaminant**” has the meaning ascribed thereto in the Lease;

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

“**CLSR**” means the Canada Lands Survey Records maintained by the Department of Indian Affairs and Northern Development;

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

“**Crown**” means Her Majesty The Queen in Right of Canada;

“**Demised Land**” means the lands that are the subject of the Amended Designation, being those certain parcels or tracts of land situate and lying within and being part of the Rama Indian Reserve No. 32, in the Province of Ontario as more particularly described in Schedule A attached hereto;

“**Effective Date**” means the date of this Sublease;

“**Employee Parking Lot Licence**” means the Employee Parking Lot Licence agreement dated May 31, 2012 between the Sublessor, as licensor, and the Sublessee, as licensee;

“**Employee Parking Lot Permit**” means Permit 6064998 made as of May 1, 2012 between the Crown, as permittor, and the Sublessor, as permittee, respecting Lot 32-20 CLSR 100258;

“**Engineer**” has the meaning ascribed thereto in the Lease;

“**Environment**” has the meaning ascribed thereto in the Lease;

“**Environmental Laws**” has the meaning ascribed thereto in the Lease;

“**Environmental Review**” has the meaning ascribed thereto in the Lease;

“**FF&E**” means all furniture, furnishings, equipment (including all equipment relating to any Lottery Scheme conducted and managed by the Sublessee), Trade Fixtures, apparatus and other personal property used in, held in storage for use in, or required in connection with the operation of the Premises from time to time, but does not include First Nation FF&E;

“**First Nation**” means the Chippewas of Rama First Nation, a “band” within the meaning of the Indian Act;

“**First Nation FF&E**” means all furniture, furnishings and equipment, Trade Fixtures and other personal property, in each case, owned by the First Nation or the Sublessor or their respective Affiliates and located in those parts of the Premises that are subject to the Retail Stores and Warehouse Licence;

“**Governmental Authority**” means any federal, provincial, municipal, or other governmental authority having jurisdiction in respect of the Premises, or the occupation or use of the Premises, including the First Nation, the Band Council and any utility company lawfully acting under its statutory power;

“**Improvements**” means improvements, as determined according to the common law, and includes any buildings, structures, works, facilities, infrastructure, services, landscaping, and other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to the Improvements), made by any Person that are, from time to time, situated on, under, or above the Demised Land, but excludes FF&E and First Nation FF&E;

“**Indian Act**” means the *Indian Act*, R.S.C. 1985, c. I-5;

“**Laws**” means all laws, statutes, regulations, codes and by-laws;

“**Lease**” means the lease of the Premises dated on or about the Effective Date, between the Crown, as lessor, and the Sublessor, as lessee, to be registered in the Registry;

“**Leasehold Mortgage**” means the holder from time to time of any mortgage granted by the Sublessor of the Sublessor’s interest under the Lease and in the Premises and its successors and permitted assigns;

“**Lottery Scheme**” has the meaning ascribed thereto in the Criminal Code of Canada, R.S.C. 1985, c C-46;

“**Minerals**” has the meaning ascribed thereto in the Lease;

“**Minister**” means the Minister of Indian Affairs and Northern Development or any Person authorized to act on his/her behalf;

“**Operator**” means the Person, if any, appointed from time to time by the Sublessee to operate the Premises and includes its successors and permitted assigns (including its lenders);

“**Original 455457 Lease**” means the lease dated October 30, 1981 from the Crown to Calum Construction Ltd. and 455457 Ontario Inc. respecting a part of the Premises as more particularly described therein and registered in the Registry as instrument No. 78553, as amended from time to time;

“**Original Lease**” means the lease dated March 15, 1986 from the Crown to the Sublessor respecting a part of the Premises as more particularly described therein and registered in the Registry as instrument No. 241181, as amended from time to time;

“**Original Post-2011 Contract**” means, collectively, the Post-2011 Contract Relating to Casino Rama dated July 17, 2009 between the Sublessor, the Sublessee, the First Nation, Rama Access Inc. and 455457 Ontario Inc., as amended by the Post-2011 Contract First Amending Agreement dated June 25, 2014 and as further amended by letter agreements dated December 17, 2015, June 16, 2016, September 9, 2016, November 1, 2016, December 16, 2016, February 9, 2017, February 27, 2017, April 18, 2017, May 8, 2017, May 18, 2017 and May 29, 2017;

“**Original Sublease**” means, collectively, the sublease made as of April 15, 1996 between the Sublessor, as sublandlord, and the Sublessee (then its statutory predecessor, Ontario Casino Corporation), as subtenant, and the Amended and Restated Complex Sublease made as of July 17, 2009 between the Sublessor and the Sublessee;

“**Permitted Uses**” has the meaning ascribed thereto in Section 4 below;

“**Person**” includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association or society, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, board, commission or authority, organization or any other form of entity however designated or constituted, or any group, combination or aggregation of any of them;

“**Planner**” has the meaning ascribed thereto in the Lease;

“**Post-2011 Contract**” means the Amended and Restated Post-2011 Contract made as of the Effective Date among the Sublessee, the First Nation and the Sublessor;

“**Premises**” means the Demised Land, including all Improvements located thereon or any part of the Demised Land and Improvements;

“**Project**” has the meaning ascribed thereto in the Lease;

“**Registry**” means the Reserve Land Register under section 21 of the Indian Act;

“**Railway Lands**” means part of PIN No. 74018-0040 (LT), being part of Lots 5 and 6, in the Front Range of Lots on Lake Couchiching, in Township of Ramara, formerly the Township of Rama, in the County of Simcoe, designated as Part 1 on Plan 5 IR-29344, having an area of approximately 1.465 acres;

“**Railway Lands Lease**” means the Amended and Restated Lease of the Railway Lands dated August 1, 2011 between the First Nation, as lessor, and the Sublessee, as lessee, as amended by the First Amending Agreement made as of the Effective Date;

“**Railway Lands Premises**” means the Railway Lands, together with all other Improvements of any kind erected or located on the Railway Lands from time to time;

“**Release**” has the meaning ascribed thereto in the Lease;

“**Retail Stores and Warehouse Licence**” means, collectively, the Casino Rama Retail Stores and Warehouse Licence agreement made as of the Effective Date and the Casino Rama Tim Hortons Retail Licence agreement made as of the Effective Date, in each case, between the Sublessee, as licensor, 1176290 Ontario Limited (o/a Biindigen Gift Shop), as licensee, and the First Nation, as indemnitor;

“**Sublease**” means and refers to this sublease, including the schedules attached hereto, and any written amendments hereof, made from time to time and executed by both parties;

“**Sublessee**” means Ontario Lottery and Gaming Corporation, its successors and permitted assigns;

“**Sublessor**” means Casino Rama Inc., its successors and permitted assigns;

“**Sublessor’s Surrender Notice**” has the meaning ascribed thereto in Section 28(b) below;

“**Substantial Completion**” has the meaning ascribed thereto in the Lease;

“**Taxes**” has the meaning ascribed thereto in the Lease;

“**Term**” means, unless sooner terminated in accordance with Section 26 below, the period commencing on the Effective Date and terminating on July 31, 2031, provided that the Term shall be extended for successive extension periods of ten years (from August 1, 2031 to July 31, 2041) and then five years (August 1, 2041 to July 31, 2046) if OLG exercises its options to extend the Applicable Period for the same successive 10 year and 5 year time periods in accordance with Section 16.2 of the Post-2011 Contract.

“**Trade Fixtures**” means trade fixtures as determined at common law and, for greater certainty, includes the personal chattels installed during the Term by or on behalf of the Sublessee or any of its sublessees, licensees or other Persons occupying the Premises in, on, or which serve the Premises for the

sole purpose of the Sublessee or any of its sublessees, licensees or other Persons occupying and carrying on its trade in the Premises, but do not include Improvements;

“**Unavoidable Delay**” collectively, has the meaning ascribed thereto in the Lease and the meaning ascribed to “Force Majeure” under the Post-2011 Contract;

“**Utilities Expenses**” has the meaning ascribed thereto in Section 5(a) below; and

“**Warehouse Lease**” means the Commercial Net Lease (Warehouse Building) dated August 1, 2011 between 455457 Ontario Inc. (an Affiliate of the Sublessor), as lessor, and OLG, as lessee.

2. **Demise and Quiet Enjoyment:**

The Sublessor hereby subleases the Premises to the Sublessee to hold during the Term, and the Sublessee, provided it is not in default of its obligations under this Sublease beyond any applicable cure period, is entitled to quiet enjoyment of the Premises, subject to every other part of this Sublease.

3. **Basic Rent:**

The Subtenant agrees to pay to the Sublessor annual rent in the amount of \$9,002,587.70 (the “**Basic Rent**”) during the Term.

For each twelve-month period commencing April 1, 2018, the annual Basic Rent shall be subject to an upward adjustment only based on the number obtained by multiplying the annual Basic Rent for the previous period by a fraction the numerator of which is the CPI for the month of January in the year for which the annual Basic Rent adjustment is being determined and the denominator of which is the CPI for the month of January preceding the commencement of the previous twelve month period.

Basic Rent shall be payable, in advance, in equal monthly installments calculated on the basis of a twelve-month year on the first day of each and every month beginning on the Effective Date. Where any month during the Term is less than a whole month, the Sublessee shall pay to the Sublessor the monthly Basic Rent on a *pro rata* basis based on the number of days in the month that the Sublessee has possession of the Premises.

4. **Permitted Uses:**

The Premises shall be used only for the purposes of the construction, operation, management, maintenance and/or replacement of any Lottery Scheme, casino, hotel, entertainment complex, storage facility, offices for the administration of the Premises, retail stores, restaurants, conference facility, parking lots, access roads and uses that are ancillary to the foregoing from time to time (the “**Permitted Uses**”). Without limiting the foregoing, the Sublessor confirms that the uses of the Premises that exist on the Effective Date are Permitted Uses.

5. **Utilities:**

- (a) During the Term, the Sublessee shall contract and pay for all water, gas, telephone, light, power, heat, air-conditioning, sewer and garbage disposal services and facilities used in, supplied to, or consumed in connection with the use of the Premises (collectively, “**Utilities Expenses**”) when the same become due and payable.
- (b) No interruption of any services or facility provided to the Premises which is not caused by the Crown or the Sublessor or their respective officials, employees or agents will be or will be deemed to be a disturbance of the Sublessee's enjoyment of the Premises or render the Sublessor liable for injury or damages to the Sublessee or relieve the parties hereto from their obligations under this Sublease.

6. **Improvements and Alterations:**

- (a) The Sublessor agrees that, subject to any consultation rights of the Sublessor contained in the Post-2011 Contract and herein, the Sublessee shall be entitled during the Term to cause Improvements and Alterations to be made, constructed, demolished, altered, remodelled or replaced (including the construction of roads and the provision of water, sewer, electricity or gas systems on the Demised Land), provided that such Improvements and Alterations comply with the Permitted Uses and the balance of this Section 6.
- (b) Prior to beginning any construction of Improvements or making any Alterations on the Premises (including any Project), the Sublessee shall:
 - (i) obtain all necessary Building Permits, permits and licences at its expense;
 - (ii) if required pursuant to article 6 of the Lease, prepare and deliver, or cause to be prepared and delivered to the Sublessor, a Construction Plan. Any such Construction Plan shall be certified by an Architect or Engineer and completed on the basis that it may be relied on by the Crown and the Sublessor;
 - (iii) if required pursuant to article 6 of the Lease, prepare and deliver, or cause to be prepared and delivered to Sublessor, an Area Development Plan or an amendment to the Area Development Plan for the Premises certified by an Architect, Engineer or Planner and completed on the basis that it may be relied on by the Crown and the Sublessor. The Sublessee acknowledges and agrees that:
 - (A) prior to delivering or causing the delivery of an Area Development Plan or an amendment to the Area Development Plan, Sublessee shall invite the Sublessor (or cause the Sublessor to be invited) to participate in the planning process for such Area Development Plan or amendment to the Area Development Plan for the Premises, and agrees that the Sublessee shall consult with the Sublessor (or cause the Person preparing the Area Development Plan or amendment to the Area Development Plan for the Premises to consult with the Sublessor) with respect to any decisions regarding such Area Development Plan or amendment to the Area Development Plan for the Premises; and
 - (B) the Sublessee shall submit or cause to be submitted to the Sublessor details of the proposed construction including plans and specifications prepared by an Architect, Engineer or Planner, and such other information as may be required under section 6 of the Lease;

- (iv) if required pursuant to section 6.6 of the Lease, provide to the Crown (or cause to be provided) a performance bond, letter of credit or other similar security meeting the requirements of the Lease. Security will be in such form that is consistent with industry standards from time to time, or in such other form satisfactory to the Crown with sureties, if required, approved by the Crown.
- (v) if required pursuant to section 15.2 of the Lease, prepare and deliver, or cause to be prepared and delivered to the Crown, an Environmental Review of the proposed Project that includes identifying the potential environmental effects of the Project, whether the Project is likely to cause significant adverse environmental effects and any required mitigation measures to address such significant adverse environmental effects, for Crown's review and approval. The Sublessee acknowledges and agrees that:
 - (A) if the report delivered in connection with the Environmental Review does not meet with the satisfaction of the Crown, acting reasonably, the Sublessor will cause the Crown to identify and notify the Sublessee in writing of each inadequacy in the report and the Sublessee will ensure that the inadequacies are addressed to the satisfaction of the Crown, acting reasonably, in a revised written report; and
 - (B) the Sublessee acknowledges and agrees that approval of the Environmental Review and the Project may be withheld, unless the Crown determines that the Project is unlikely to cause significant adverse environmental effects.
- (c) The Sublessee covenants and agrees that all construction of additional Improvements and the making of all Alterations:
 - (i) shall comply with Laws, and with the Ontario building, fire, electrical, and other similar codes, in effect at the time of the construction, to the same extent as if such construction had been on fee simple lands in the Province of Ontario;
 - (ii) shall be planned and completed promptly in a good and workmanlike manner;
 - (iii) shall be developed in accordance with, as applicable, the Area Development Plan, the Construction Plans, any mitigation measures required under an Environmental Review of a Project proposed for the Premises and any environmental, use or other development conditions or restrictions in the Lease;
 - (iv) shall not be occupied or used until such construction has reached Substantial Completion, provided that Substantial Completion may occur in respect of portions of such additional Improvements and Alterations; and
 - (v) once construction has started will proceed with diligence to complete construction, will notify Sublessor if there is an Unavoidable Delay and will act diligently and take all commercially reasonable steps to remove any Unavoidable Delay.
- (d) After the construction of any additional Improvements or Alterations, the Sublessee will promptly deliver to the Sublessor reproducible and as-built drawings certified by an Architect or Engineer and confirming that industry standards and codes have been met with respect to the construction of such additional Improvements or Alterations, as the case may be..

7. **Improvements:**

- (a) The parties hereto confirm that those certain Improvements shown on Schedule 1 to the Post-2011 Contract exist on the Demised Land as of the Effective Date. The Sublessor and the Sublessee acknowledge and agree that first leasehold title to the Demised Land and the existing Improvements shown on Schedule 1 to the Post-2011 Contract will be vested in the Sublessor, subject, however, to the exclusive possessory rights of the Sublessee under this Sublease and the rights of any Person pursuant to any further grant of any interest in the Premises by the Sublessee in accordance with Section 34 of this Sublease from time to time.
- (b) To the extent permitted by Laws and notwithstanding anything contained in this Agreement to the contrary, the Sublessor and the Sublessee acknowledge and agree that title to any new Improvements and Alterations constructed on the Demised Land from and after the Effective Date shall, during the Term, be vested and remain in the Sublessee and/or its sublessees during the Term even though the same may be attached, in whole or in part, to the Demised Land and shall be held by the Sublessee and/or any of its further sublessees, free and clear of any claims and/or interests of the Sublessor or those claiming through the Sublessor until the expiration or earlier termination of the Term. In furtherance of the foregoing, the Sublessee and/or any of its further sublessees, as determined between the Sublessee and its further sublessees, will have the exclusive right to claim all taxable benefits associated with the ownership of such new Improvements and Alterations, including the amortization and depreciation of the same from time to time. At the expiry or the earlier termination of the Term, title and ownership of all of the Improvements and Alterations shall automatically and without any formality be deemed to be vested in the Sublessor, free and clear of any claims and/or interest of the Sublessee or any of its further sublessees.
- (c) At all times during the Term, the Sublessor or those claiming through the Sublessor shall not claim any ownership interest in any of the FF&E of the Sublessee and/or its sublessees, licensees or, except for the First Nation FF&E, that may be located at the Premises from time to time. The Sublessee may grant the right of ownership of any FF&E and the right to remove such FF&E to any of its sublessees, licensees or other Persons occupying the Premises, provided that the Sublessee repairs or causes such sublessees, licensees or other Persons occupying the Premises to repair any damage caused to the Premises by removing such FF&E. Any FF&E left on the Premises after the expiry of the Term, and not removed by the Sublessee within a reasonable period of time after Notice from the Sublessor specifying any such FF&E to be removed, shall automatically become the property of the Sublessor and may be used by it or disposed of by it without reference to any of the Sublessee's sublessees, licensees or other Persons occupying the Premises. Unless otherwise agreed, Sublessee shall pay to the Sublessor all of its costs incurred for removing FF&E at the end of the Term, including the costs of repairing damage caused by the removal of such FF&E.
- (d) Notwithstanding the provisions of Section 7(c), the Sublessee shall remove any mechanical, electronic and other equipment, devices, fixtures, signs and other items used in or held for use in connection with any of the casino games from the Premises within a reasonable period of time following the expiry of the Term. In the event that the Sublessee fails to remove such items, the Sublessor agrees that it shall not use or dispose of such items, except in accordance with applicable Laws.

8. **State of Repair:**

In accordance with and subject to the limitations hereinafter provided, the Sublessee shall cause the Premises to be kept in a good and tenantable state of repair, subject to reasonable wear and tear and to any damage caused by fire or any other casualty (which shall be governed by Section 9 of this

Sublease), including but not limited to, the Premises and appurtenances and equipment thereof, both inside and outside, including but not limited to all fixtures, walls, foundations, roofs, heating and air-conditioning equipment, sidewalks, yards, and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits and all other fixtures and appurtenances to the Premises, and machinery and equipment used or required in the operation thereof, whether or not enumerated herein. The foregoing includes causing any and all necessary repairs, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, to be made and, subject as aforesaid, cause the Improvements and appurtenances and equipment to be kept fully usable for all the purposes for which the Improvements were erected and constructed and the aforesaid appurtenances and equipment were supplied and installed and it is agreed that, subject as aforesaid, such obligations shall be undertaken in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements. The Sublessor confirms that it is not aware of any breach of the foregoing requirement with respect to the Premises as of the date hereof.

9. **Damage to, or Destruction of, Improvements:**

If any Improvements are damaged or destroyed during the Term, then:

- (a) the Sublessee must promptly notify the Sublessor;
- (b) this Sublease will not be deemed to have ended;
- (c) there will be no reduction or postponement of the Basic Rent;
- (d) if less than all or less than substantially all of the Improvements at the Premises are destroyed by fire or other casualty during the Term the Sublessee will repair or replace the Improvements within a reasonable time in accordance with the terms of this Sublease, except where such damage or destruction occurs:
 - (i) when the Sublessee's option(s) to extend the Applicable Period under the Post-2011 Contract has or have expired or when the Sublessee has given written notice to the Sublessor within 12 months from the last day for exercising its option to extend the Applicable Term that it does not intend to exercise its option to extend the Applicable Period;
 - (ii) after July 31, 2043; or
 - (iii) where the Improvements that were damaged or destroyed were identified in the Sublessor's Surrender Notice as an Improvement to be removed in accordance with Section 28(b) hereof,

then, in each case, the provisions of Section 9(e) shall apply;

- (e) if all or substantially all of the Premises are destroyed by fire or other casualty during the Term, or one of subsections 9(d)(i), 9(d)(ii) or 9(d)(iii) applies, then, in each case, the Sublessee by written notice to the Sublessor and the Crown, given within 120 days after the occurrence of such event, may elect to repair or replace the Improvements. If the Sublessee does not so elect within such 120 day period the proceeds of insurance shall be paid to the Crown, except such proceeds that relate to the personal assets of the Sublessee and Sublessor, including FF&E. The Sublessor may then at its option enter upon the Demised Land in accordance with Section 27 hereof, and may cause such repairs to be effected at the Sublessor's expense.

10. **Compliance with Applicable Laws:**

The Sublessee shall comply with all applicable Laws regarding the Lease, this Sublease, the Premises, or any activity on the Premises, provided that the Sublessee shall have the right to contest the validity of any Laws that may be imposed by the First Nation from time to time. Subject to the foregoing, the Sublessee will require that any of its further sublessees (but excluding any Persons occupying any part of the Premises pursuant to the Retail Stores and Warehouse Licence) also comply with all applicable Laws.

The Sublessee will promptly deliver to the Sublessor copies of any notice it receives from a Governmental Authority requiring something to be done, or stop being done, on the Premises. Once the matter under such notice has been resolved to the Governmental Authority's satisfaction, the Sublessee will promptly deliver proof, satisfactory to the Sublessor acting reasonably, evidencing the resolution.

11. **Authorization of Crown to Receive Information:**

On written request from the Crown, the Sublessee will promptly deliver to the Crown written authorization to allow the Crown to receive information from a Governmental Authority regarding the Sublessee's compliance or non-compliance with applicable Laws. The Sublessee will also require that, on written request from the Crown, any of its further sublessees (but excluding any Persons occupying any part of the Premises pursuant to the Retail Stores and Warehouse Licence) promptly deliver to the Crown written authorization to receive information from a Governmental Authority about the Person's compliance or non-compliance with applicable Laws regarding this Sublease, the Premises, or any activity on the Premises.

12. **Fire Services:**

To the extent that the *Fire Protection and Prevention Act* (Ontario), does not apply to the Premises or the activities carried out on the Premises under this Sublease, the Sublessee will ensure that the Premises are inspected in accordance with that Act and, in addition, are inspected once every three years for compliance with that Act by a Person who is licensed in the Province of Ontario to conduct such inspections. That Person must prepare and deliver to the Sublessor and Sublessee an inspection report addressed to each of them which would include any recommended actions resulting from the inspection. The Sublessee shall promptly comply with (or cause to be complied with) the recommended actions in the inspection report and notify the Sublessor (or cause the Sublessor to be notified) of that compliance when completed.

13. **Payment of Taxes:**

- (a) Without limiting the generality of Section 10, the Sublessee will pay, or cause to be paid, on or before the due date in each and every year during the Term, all applicable Taxes, trade licences, rates, levies, duties, and assessments of any kind together with all charges, penalties and interest imposed by any Authority, whether regarding the Premises, Improvements, sales, transactions, or business related to the Premises or the occupation of the Premises by any Person (but excluding any Persons occupying any part of the Premises pursuant to the Retail Stores

and Warehouse Licence) or regarding payment of Rent or other amounts payable by the Sublessee hereunder, but excluding any Taxes, rates, levies, duties and/or assessments that are personal to the Sublessor.

- (b) Without in any way relieving or modifying the foregoing, the Sublessee may at its own expense, contest or appeal the validity or amount of any Tax, trade licence, rate, levy, duty, assessment, charge, penalty, or interest referred to above, provided that the Sublessee promptly commences any proceedings to contest or appeal the validity or amount and continues the proceedings with all due diligence and does not cause a charge, encumbrance or claim to be made against the Premises.
- (c) The Sublessee will, on request by the Crown, provide the Crown with official receipts of any applicable Governmental Authority or other proof satisfactory to the Sublessor evidencing payment of any applicable Taxes

14. **Environmental Standards:** The Sublessee will use and occupy the Premises in compliance with applicable Environmental Laws. The Sublessee will not use or permit the use of the Premises to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, release or process any Contaminant, except as may be reasonably required for the Permitted Uses and in strict compliance with applicable Environmental Laws.

The Sublessee will not carry out, or permit to be carried out, any operations or activities or construct any Alterations or Improvements that in the opinion of the Crown, acting reasonably, materially increase the risk of liability to the Crown (whether direct or indirect) as a result of the application of applicable Environmental Laws.

The Sublessor may, at its option, consider the Sublessee to be in default of this Sublease upon the default by the Sublessee of any provision contained in this Section 14, provided, however, that the Sublessor shall give the Sublessee notice of the default containing reasonable details in respect of such default, and allow the Sublessee an opportunity to cure such default within the times specified in Section 19.1.2 of the Lease.

15. **Removal of Contaminants:** The parties acknowledge that the Sublessee shall pay or cause to be paid the costs of any remedial action on the Demised Land which may be required by any applicable Environmental Law to mitigate any damage to the environment arising from or attributable to the use of the Demised Land by, or the operation and activities of, the Sublessee, its officers, directors, agents, employees and that any of its further sublessees (but excluding any Persons occupying any part of the Premises pursuant to the Retail Stores and Warehouse Licence) during the Term.

16. **Release of Contaminants:** Upon the discovery by the Sublessee of a Release of any Contaminants, in, on, or under the Demised Land, in each and every case, in breach of applicable Environmental Laws, or the Sublessee's receipt of notice by any Person following their discovery of a Release of any Contaminants in breach of applicable Environmental Laws, in, on, or under the Demised Land, the Sublessee will:

- (a) immediately deliver written notice to the Sublessor and any appropriate Governmental Authority of the occurrence of the Release;
- (b) ensure any written notice includes details relating to the Release including the time and extent of the Release, the estimated amount of Contaminants Released, the remedial action taken prior to the delivery of the notice (if any), the remedial action to be taken in order to contain the Release, and any Persons observed who appeared to have caused or who were in the vicinity of the Release;
- (c) immediately remove from the Premises any Contaminants Released, and take all remedial action necessary to fully rectify the effects of the Release in, on or under the Premises in compliance with all reasonable requests by the Crown and all applicable Environmental Laws, provided that, in the event the Release of Contaminants which gives rise to such remedial action is caused by or arises out of the actions or inactions of the Sublessor or those for whom it is responsible for at law, the Sublessor shall fully reimburse and indemnify the Sublessee for any costs and expenses associated with the remedial action required by this Section 16(c);
- (d) provide the Sublessor with an environmental site assessment report, prepared by a qualified independent consultant, specifying the Sublessee's activities under Section 16(c) and the state of the Demised Land after such activities as compared with the state of the Demised Land prior to the Release; this report will be addressed to the Sublessee, the Sublessor and the Crown, and will state that such report may be relied upon by them; and,
- (e) undertake such further activities as the Sublessor may reasonably require to remove Contaminants Released in breach of applicable Environmental Laws and rectify the Release, based on the report referred to in Section 16(d).

17. **Environmental Inspection:** Subject in all cases and at all times to Section 27 of this Sublease, the Crown may, at any time during the Term, access and inspect the Premises and conduct any environmental site assessment or other testing, audit or investigation that the Crown deems necessary to determine the compliance of the Sublessee's use of the Premises with applicable Environmental Laws. The Sublessee shall reimburse the Sublessor for any costs assessed against it by the Crown pursuant to Section 15.5 of the Lease.

18. **Survival of Environment Sections:** Sections 14, 15 and 16 of this Sublease survive the expiration or earlier termination of this Sublease.

19. **Insurance:**

The Sublessee shall cause the insurance specified in the Post-2011 Contract to be obtained and maintained throughout the Term.

20. **Waste:**

Subject to the other provisions of this Sublease, the Sublessee will not cause, permit or suffer the commission of any waste of the Premises.

21. **Garbage:**

Without limiting any of the Sublessee's obligations under this Sublease, the Sublessee will not cause, permit or suffer any garbage or debris to be placed or left at the Premises except as is reasonably necessary in accordance with the Permitted Uses or as otherwise permitted in writing by the Sublessor.

22. **Nuisance:**

Except as required by the construction or removal of the Improvements or making Alterations, the Sublessee will not cause, permit or suffer any nuisance at the Premises. The Sublessor acknowledges and agrees that the Permitted Uses of the Demised Land, including without limitation, the lawful operation of a Lottery Scheme and casino entertainment complex with ancillary uses and facilities and infrastructure related thereto shall not be construed as a nuisance.

23. **Mineral Rights:**

The Sublessee acknowledges that it is aware of the provisions of Section 3.4 of the Lease and in particular the rights of the Crown set forth therein. The Sublessor agrees that in the event it receives any notice from the Crown regarding the Crown's exercise of its Mineral rights under the Lease or any compensation relating thereto, that it shall provide such notice to the Sublessee forthwith. The Sublessee agrees to co-operate with the Sublessor and the Crown to permit the Crown to exercise its rights under Section 3.4 of the Lease.

In the event that the Crown exercises any of its Mineral rights under the Lease:

- (a) the Sublessor and the Sublessee shall co-operate with each other so that each of the Sublessor and the Sublessee (including any of its further sublessees) may receive the maximum compensation to which it may be entitled pursuant to the terms of the Lease or applicable Laws; and
- (b) if requested by the Sublessee, Sublessor agrees to provide authorization to the Sublessee to independently pursue its own claim for compensation against the Crown.

24. **Artifacts and Survey Monuments:**

If any Artifact is discovered on the Demised Land at any time during the Term, then:

- (a) the Sublessee will immediately cease any work and promptly notify the Sublessor of the Artifact and send a copy of the notification to the Band Council;
- (b) if there are no applicable First Nation or federal Laws relating to the disturbance of the Artifact, then the Sublessee must comply with (or cause compliance with) the requirements set out in the Ontario Heritage Act (Ontario), and with the requirements of the Band Council; and
- (c) if any legal survey monument is disturbed, damaged, or destroyed during the Term, the Sublessee shall ensure that it is replaced by a licensed surveyor to the satisfaction of the Surveyor General of Canada.

25. **Insolvency:**

If the Sublessee shall at any time during the Term:

- (a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
- (b) be adjudicated a bankrupt or insolvent;
- (c) file any petition or institute any proceeding under any bankruptcy or insolvency act seeking to effect a reorganization or a composition;
- (d) be subject to the appointment of a receiver or trustee who is not discharged within 60 days from the date of such appointment; or
- (e) commence proceedings to wind up,

then, in addition to any remedies set forth in the Post-2011 Contract, accelerated Basic Rent for the period three months next following the date of bankruptcy or other event, calculated at the same rate as would have been payable if no bankruptcy or other event enumerated herein had taken place, shall immediately become due and payable, provided, however, that notwithstanding the foregoing, this Sublease shall only be terminable prior to the end of the Term as provided in Section 26 below.

26. **Termination:**

This Sublease shall terminate prior to the end of the Term if and only if:

- (a) the Lease is terminated in accordance with section 18.2 or subsection 19.1.3 thereof, subject, however, to the rights of the Sublessee to continue to occupy the Demised Land pursuant to any non-disturbance agreement between the Sublessee and Crown; or
- (b) the Post-2011 Contract is terminated in accordance with Section 16.3, Section 16.4 or Section 16.6 thereof.

27. **Inspection of and Access to the Demised Land:**

It is acknowledged and agreed that the Sublessor's authorized representative, or an authorized representative on behalf of the Crown, shall have the right at all reasonable times during the Term to enter upon the Demised Land for the purpose of inspecting any of the Improvements made thereon. Whenever the Sublessor exercises the rights of access granted to the Sublessor pursuant to this Sublease or the Crown exercises the rights of access granted to the Crown pursuant to the Lease:

- (a) the Sublessor or the Crown, shall provide reasonable notice to the Sublessee regarding the exercise of the right of access, except in the case of an emergency, where the Sublessor or the Crown shall not be required to provide such notice, but shall provide notice to the Sublessee of any such emergency access as soon as reasonably possible thereafter, and
- (b) notwithstanding anything to the contrary in this Sublease, the Sublessor and the Crown shall not be granted access to sensitive or secure areas related to the conduct and management of a Lottery Scheme at the Premises without first complying with the Sublessee's policies and

procedures for such access, including the Sublessor and/or the Crown, as the case may be, being accompanied by the Sublessee at all times when accessing such areas.

28. **Surrender of Demised Land:**

- (a) At the expiration or earlier termination of the Term, the Sublessee shall peaceably surrender and yield up unto the Sublessor, the Demised Land and subject to the remainder of this Section 28, all Improvements, and the Sublessee shall surrender all keys for the Improvements and other locking devices to the Sublessor at the place then fixed for the payment of the Basic Rent, or at the Sublessor's direction, to the Band Council.
- (b) Upon written notice from the Sublessor (the "Sublessor's Surrender Notice") delivered in accordance with the terms of this Sublease at least sixteen (16) months before the expiry of the Term, the Sublessee will, in an expeditious manner and no later than six (6) months after the expiry of the Term (the "Restoration Period"), remove from the Demised Land any or all of the Improvements listed, described and designated for removal by the Sublessee in the Sublessor's Surrender Notice. Subject to the rights of the Sublessee to choose not to rebuild Improvements after damage or destruction as set forth in Section 9 hereof, the Sublessee will leave the remainder of the Improvements not listed, described and designated for removal in the Sublessor's Surrender Notice in good and substantial repair and condition, reasonable wear and tear excepted, and free from all debris in accordance with the standard required by this Sublease.
- (c) Where any Improvements are required to be removed from the Demised Land in accordance with the Sublessor's Surrender Notice, the Sublessee shall tear down such Improvement(s), remove all debris, fill in all excavations, restore grading and return the Demised Land where such Improvement(s) previously existed to the Sublessor in a vacant state.
- (d) If the Sublessee does not remove the Improvements listed, described and designated for removal in the Sublessor's Surrender Notice prior to the expiry of the Restoration Period, then the Sublessor may remove them and dispose of them in the Sublessor's sole and absolute discretion. Upon notice from the Sublessor, the Sublessee will expeditiously pay to the Sublessor all the Sublessor's reasonable out-of-pocket costs and expenses incurred in the removal and disposal of such Improvements and in making good all damage caused to the Demised Land by such removal. The Sublessor will not be responsible to the Sublessee for any loss suffered by the Sublessee as a result of the removal or disposal of the Improvements.
- (e) If the Sublessor does not deliver the Sublessor's Surrender Notice, the Sublessee shall have no obligation to remove any of the Improvements from the Demised Land at the expiry of the Term.
- (f) The Sublessor hereby grants a license to the Sublessee to access the Premises after the Sublease ends at reasonable times and only to the extent required to be able to perform any of the Sublessee's obligations that survive after the Sublease ends, including the removal of any Improvements listed, described and designated for removal in the Sublessor's Surrender Notice. The Sublessee will not be construed as being in possession of all or any part of the Premises solely by the exercise of the Sublessee's obligations under this section.
- (g) To the extent necessary to allow the Sublessee to perform its obligations under subsection (e) above, this Section 28 shall survive the expiration of this Sublease.

29. **Sublessor Covenants re: Lease:**

The Sublessor covenants in favour of the Sublessee:

- (a) to perform those obligations under the Lease which have not been expressly assumed by the Sublessee pursuant to the Post-2011 Contract or hereunder, including the payment of any rent when due to the Crown thereunder and, except as expressly assumed by the Sublessee hereunder or in the Post-2011 Contract, the Sublessor agrees that the Sublessee shall have no obligations to perform any of the Sublessor's obligations under the Lease;
- (b) to enforce against the Crown for the benefit of the Sublessee the duties and obligations of the Crown under the Lease;
- (c) not to alter, amend, modify, restate, supplement, surrender, release, forfeit or otherwise terminate the Lease (including exercising its option to terminate pursuant to Section 3.5 of the Lease) or take or fail to take any action that would (1) increase the Sublessor's covenants or obligations or (2) reduce the Sublessor's rights or remedies under the Lease, without the prior written consent of the Sublessee, which consent may be withheld by the Sublessee in its sole and absolute discretion;
- (d) as between the Sublessor and the Sublessee, not to grant any mortgage which results in a charge of the Sublessor's leasehold interest under the Lease to any Leasehold Mortgagee (including any debenture, deed of trust, bond, assignment of rent, or any other means) except as may be permitted under the Post-2011 Contract or with the Sublessee's prior written consent, which consent shall not be unreasonably withheld, but which consent may be withheld if the Sublessor has not delivered a non-disturbance and attornment agreement from such Leasehold Mortgagee in favour of the Sublessee which recognizes the Sublessee's rights under this Sublease in form and substance acceptable to the Sublessee, acting reasonably; and
- (e) to promptly forward to the Sublessee any formal notices, statements or written communications which the Sublessor receives from the Crown in connection with the Lease, the Sublease or the Demised Land and give rise to or which could reasonably be expected to give rise to an obligation of the Sublessee under this Sublease,

it being understood that, for greater certainty, as between the Crown and the Sublessor, nothing in this Sublease shall relieve the Sublessor from any of its obligations to the Crown under the Lease.

The Sublessor will indemnify and save harmless the Sublessee from those liabilities, damages, expenses, actions, causes of action, suits, claims, judgments or demands, arising from or caused by reason of a breach by the Sublessor of any of the covenants to be observed and performed by the Sublessor under the Lease or this Section 29 of the Sublease. The foregoing indemnity shall survive the expiration or early termination of this Sublease.

30. **Lease Defaults: Right to Cure under the Lease:**

- (a) The Sublessor covenants and agrees that in the event it receives any default notice from the Crown under the Lease, that the Sublessor shall forthwith provide such notice to the Sublessee.

- (b) In the event that the default notice received under the Lease relates to a default caused by the default of the Sublessee of any provision of this Sublease or the Post-2011 Contract, the Sublessee agrees that it shall take all such measures necessary to cure the default identified in any such default notice in accordance with the terms of this Sublease as soon as reasonably possible after receipt of same. If the Sublessee fails to forthwith proceed to cure such default then the Sublessor may, at its option and in its sole and absolute discretion, cure such default and shall be permitted to take all actions, make any payments and incur any costs, expenses and liabilities deemed necessary by the Sublessor in its sole and absolute discretion to cure the default described in any default Notice received in respect of the Lease.
- (c) The Sublessee hereby agrees to reimburse the Sublessor for all payments, liabilities, costs and expenses made or incurred by the Sublessor pursuant to Section 30(b). The foregoing obligation of the Sublessee to pay the Sublessor's payments, liabilities, costs and expenses (including interest, if applicable) shall survive the expiration or early termination of this Sublease.
- (d) Unless the default notice relates to a default that is caused by the default of the Sublessee under this Sublease or the Post-2011 Contract, the Sublessor agrees that it shall take all such measures necessary to cure the default identified in any default notice received in respect of the Lease in accordance with the terms of the Lease as soon as reasonably possible after receipt of same. If the Sublessor fails to forthwith proceed to cure the default then the Sublessee may, at its option and in its sole and absolute discretion, cure such default, and shall be permitted to take all actions, make any payments and incur any costs, expenses and liabilities deemed necessary by the Sublessee in its sole and absolute discretion to cure the default described in any default Notice received in respect of the Lease.
- (e) The Sublessor hereby agrees to reimburse the Sublessee for all payments, liabilities, costs and expenses made or incurred by the Sublessee pursuant to Section 30(d). The foregoing obligation of the Sublessor to pay the Sublessee's payments, liabilities, costs and expenses (including interest, if applicable) shall survive the expiration or early termination of this Sublease.

31. **Sublessee's Right to Set Off:**

If the Sublessor does not reimburse the Sublessee for its payments, liabilities, costs and expenses (and interest, if applicable) made or incurred by the Sublessee in accordance with Section 30(e) prior to the following payments of Basic Rent due to the Sublessor from the Sublessee under this Sublease, the Sublessor hereby agrees that the Sublessee shall, without limiting any other rights and remedies available to the Sublessee under this Sublease or otherwise, be permitted to set off such payments, liabilities, costs and expenses made or incurred by the Sublessee (and interest, if applicable) not reimbursed by the Sublessor to the Sublessee, against (A) the Basic Rent that would otherwise be due and payable by the Sublessee to the Sublessor under this Sublease and/or (B) any payments owing by the Sublessee to any party under the Post-2011 Contract.

32. **Sublessee Lease Obligations:**

Pursuant to section 16.2.2 of the Lease, but subject to the terms of any non-disturbance agreement, the Sublessee acknowledges in favour of the Crown:

- (a) that the Sublessee is not relying on the Crown's judgment or expertise in its review of Area Development Plans and Construction Plans and the Sublessee hereby releases the Crown from any liability for the Crown's review;
- (b) the Sublessee will include a provision similar to Section 32(a) in any further sublease that the Sublessee grants;
- (c) subject to the terms and provisions of any non-disturbance agreement to which the Crown, the Sublessor and the Sublessee are parties and the Sublessor's covenants in Section 29 hereof, this Sublease is expressly subject and subordinate to the Lease;
- (d) any further sublease granted by a Sublessee in respect of its interest under this Sublease will be subject and subordinate to the Lease;
- (e) upon the written request from the Crown, the Sublessee will promptly deliver to the Crown written authorization to receive information from a Governmental Authority about the Sublessee's compliance or non-compliance with all applicable Laws regarding the Sublease, the Premises, and any activity on the Premises; and
- (f) the Crown shall not be liable for any losses or expenses of the Sublessee due to the Crown curing or attempting to cure a default under section 19.1 of the Lease.

33. **Transfer/Assignment:**

The Sublessee may not assign its interest in this Sublease without the prior written consent of the Sublessor which can be arbitrarily withheld. The Sublessee acknowledges being advised by the Sublessor that a request to assign the Sublessee's interest in this Sublease to any Person other than a Person controlled by a Governmental Authority that may lawfully conduct and manage the operation of a Lottery Scheme is unlikely to receive consent.

Subject to Section 29(d), the Sublessor may assign its rights and obligations under this Sublease in whole or in part by way of security or otherwise provided that (i) such assignment does not adversely affect the rights of the Sublessee or any Operator; (ii) the assignee, to the extent it assumes obligations hereunder, agrees to be bound by the terms hereof in a form satisfactory to the Sublessee, acting reasonably; and (iii) such assignment is to a Person that has received the prior written consent of the Sublessee as the Sublessor's assignee, provided always that no assignment by the Sublessor to its Affiliates as may be necessary or desirable to implement a reorganization of relationships relating to interests in land on the Reserve for the purposes of the *First Nations Land Management Act* (Canada) shall require consent by the Sublessee, and provided always that in each instance the Person assigning this Sublease shall first give the Sublessee its continuing guarantee of the obligations of any relevant assignee.

34. **Right to Further Sublease:**

The Sublessee may further sublease all, but not less than all, of its interest in the Premises under this Sublease to any Person, and license or grant the right to occupy the Premises granted by this Sublease to such Person, and may cause any such Person to assume and perform any of the Sublessee's obligations hereunder, all without the consent of the Sublessor.

In the event that the Sublessee grants any further sublease of its interest in the Premises under this Sublease, the Sublessee shall provide notice to the Sublessor of such further sublease and shall deliver to the Sublessor an executed acknowledgement from any such sublessee in favour of the Sublessor substantially in the form attached hereto as Schedule B.

35. **Severability:**

If any part of this Sublease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder of the Sublease, which will continue in full force and effect and be construed as if this Sublease had been executed without the invalid part.

36. **Amendments:**

This Sublease may not be surrendered, amended or altered except by instrument in writing signed by the Sublessor and the Sublessee.

37. **Waiver:**

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

38. **Remedies/Non-Exclusive:**

No remedy herein conferred upon or reserved to the Sublessor or the Sublessee is intended to be exclusive of any other remedy herein contained or by applicable Laws provided that such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity. Notwithstanding the foregoing, the Sublessor shall not have the right to terminate this Sublease or repossess the Premises save as set out in Section 26 hereof.

39. **Effect of Termination:**

The termination of this Sublease shall in no way prejudice the Sublessor's right to recover unpaid rent or to pursue any other right of action with respect to a breach of any covenant or agreement herein contained.

40. **Time:** Time is of the essence in this Sublease and time will remain of the essence notwithstanding any extension of any time granted to a party.41. **Arbitration:**

- (a) In the event any dispute arises between the Sublessor and the Sublessee concerning any matter pertaining to this Sublease, including, without limitation, any dispute as to whether a party has acted reasonably or has unreasonably withheld any consent or approval in situations where such party is expressly required under this Sublease to act reasonably or not to unreasonably withhold any consent or approval, as the case may be, and any inability of the parties to reach an agreement or understanding required or contemplated by this Sublease and a party wishes to resolve such matter, the matter shall be resolved pursuant to the provisions of Article 21 of the Post-2011 Contract.
- (b) Notwithstanding the foregoing, to the extent that the Crown is a party to the dispute, the proceedings shall be governed by the provisions of Article 23 of the Lease. In such circumstances or with respect to any other dispute which may be submitted to arbitration pursuant to the arbitration provisions of the Lease, the parties representing the Sublessor and the position taken in connection therewith shall be determined by the Sublessee after having consulted with the Sublessor.

42. **Gender:**

This Sublease shall be read with all changes of gender or number required by the context.

43. **Notice:**

Whenever in this Sublease it is required or permitted that any notice or demand be given or served by either party to this Sublease to or on the other, such notice shall be given or served in writing and forwarded by hand delivery, fax or registered mail, return receipt requested as follows:

- (a) to the Sublessor at:

Casino Rama Inc.
Casino Rama Industrial Park
Rama Road
P.O. Box 178, R.R. #6Rama, ON L3V 6H6

Attention: President
Fax: (705) 329-3329

- (b) to the Sublessee at:

4120 Yonge Street
Suite 500
Toronto, Ontario
M2P 2B8

Attention: Chief Executive Officer
Fax: (416) 224-7003

to the Crown at:

Indigenous and Northern Affairs Canada
25 St. Clair Ave. East 8th Floor
Toronto, ON M4T 1M2

Attention: Regional Manager, Lands
Fax No.: (416) 954-6329

If any question arises as to the date on which payment, notice, or demand was made, it will be deemed to have been delivered: (a) if sent by fax or e-mail on a Business Day, the day of transmission if transmitted before 3:00 p.m., otherwise, the next Business Day; (b) if sent by mail, on the sixth Business Day after the notice was mailed; (c) if sent by any means other than fax, e-mail or mail, the day it was received; or, if the postal service is interrupted or threatened to be interrupted, then any payment, notice, or demand will only be sent by means other than mail. Any party may change its contact information shown in this Sublease by informing the respective party of the new contact information, and the change will take effect 30 days after the notice is delivered.

44. **Non-Disturbance and Attornment:**

The Sublessor covenants and agrees that, at Sublessee's option, it will use commercially reasonable efforts to obtain from any Leasehold Mortgagee, at no cost to the Sublessee, a non-disturbance and attornment agreement in favour of the Sublessee which recognizes this Sublease and is in form and substance acceptable to the Sublessee, acting reasonably, and the Sublessee covenants and agrees that it will enter into such a non-disturbance and attornment agreement with any such Leasehold Mortgagee.

45. **Paramourcy:**

The terms of this Sublease are subject and subordinate to the Lease and the rights of the Crown thereunder.

As between the Sublessor and the Sublessee:

- (a) in the event of any conflict or inconsistency between the terms of this Sublease and/or the Post-2011 Contract and the Lease, the terms of this Sublease and/or the Post-2011 Contract, as the case may be, shall prevail to the extent of said conflict or inconsistency, unless such an interpretation would put the Sublessor in breach of the provisions of the Lease in which case the terms of the Lease shall prevail;
- (b) in the event of any conflict or inconsistency between the terms of this Sublease and the terms of the Post-2011 Contract, the terms of the Post-2011 Contract shall prevail to the extent of said conflict or inconsistency; and
- (c) in each case, the Sublessee's rights and obligations herein shall not be modified or reduced, unless an interpretation of this Sublease would put the Sublessor in breach of the provisions of the Lease.

46. **Entire Agreement and Termination of Original Sublease:**

- (a) This Sublease and the schedules annexed hereto and forming a part hereof, and the Post-2011 Contract, set forth all of the covenants, promises, agreements, conditions and understandings between the Sublessor and the Sublessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as herein or therein set forth.

47. **Consent:**

Unless any part of this Sublease states otherwise, when a party is required to provide consent or approval under a part of this Sublease, that consent or approval will not be unreasonably withheld, conditioned or delayed.

48. **Representations and Warranties of the Sublessor:**

The Sublessor represents and warrants that, as of the Effective Date:

- (a) it has all the necessary capacity, power and authority to enter into and to carry out the provisions of this Sublease;
- (b) this Sublease has been duly authorized by the Sublessor and, if necessary, any of its Affiliates, the First Nation and the Crown;
- (c) this Sublease, when executed, will constitute a valid and binding obligation of the Sublessor, enforceable against it in accordance with its terms;
- (d) the Lease is a good, valid and subsisting lease, in good standing and in full force and effect in accordance with its terms and has not become void or voidable; the rents, covenants and conditions reserved in the Lease have been duly paid, observed and performed up to the date of the execution hereof by the Sublessor; the Lease has not been surrendered or terminated and the Lease constitutes the entire agreement with the owners with respect to the Demised Land; and
- (e) the reserve lands described in the Amended Designation have been validly surrendered by the First Nation to the Crown on or about June 9, 2016 in accordance with sections 37 through 41 of the Indian Act, and the First Nation has received all approvals as may be required from the Minister and/or the Crown pursuant to section 53 of the Indian Act in respect of the Amended Designation and to enter into this Sublease.

49. **Representations and Warranties of the Sublessee:**

The Sublessee represents and warrants that, as of the Effective Date:

- (a) it has all the necessary capacity, power and authority to enter into and to carry out the provisions of this Sublease,

- (b) this Sublease has been duly authorized by the Sublessee; and
- (c) this Sublease, when executed, will constitute a valid and binding obligation of the Sublessee enforceable against it in accordance with its terms.

50. **Unavoidable Delay:**

A bona fide default or other failure to comply, observe or perform any term of this Sublease will be deemed not to be a default or failure to comply, observe or perform any term by a party if such default or failure to comply, observe or perform a term was due to or caused by or materially contributed to by Unavoidable Delay.

A party claiming the benefit of Unavoidable Delay will promptly provide the other party with written notice of the Unavoidable Delay upon learning of such default or other failure to comply. Such party will observe or perform any term of this Sublease and will promptly, in good faith and in a commercially reasonable manner, put itself in a position to carry out the terms of this Sublease notwithstanding any Unavoidable Delay.

51. **Succession:**

This Sublease enures to the benefit of and is binding upon each of the Sublessor and the Sublessee and their respective successors and permitted assigns.

52. **Interpretation:**

Except as otherwise specifically provided in this Sublease and unless the context otherwise requires, the following rules of construction will apply to this Sublease:

- (a) the division of this Sublease into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Sublease;
- (b) references in this Sublease to "Sections" and "Schedules" refer, respectively, to Sections of and Schedules to this Sublease;
- (c) "hereunder", "herein", "hereto" and "hereof", when used in this Sublease, refer to this Sublease and not to a particular Section or clause of this Sublease;
- (d) "including" means "including, but not limited to" and "include" or "includes" means "include, without limitation" or "includes, without limitation";
- (e) words importing the singular number only will include the plural and vice versa and words importing the use of any gender will include all genders;
- (f) references to any document, instrument or agreement, including this Sublease, (i) will include all exhibits, schedules and other attachments thereto, (ii) will include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) will mean such document, instrument or agreement, or replacement thereto (but not any predecessor document), as amended, restated, amended and restated, replaced, modified, extended, renewed or supplemented from time to time (to the extent permitted hereunder) and in effect at the given time;
- (g) references to any Person will include such Person's successors and assigns (and in the case of Sublessor and Sublessee, to the extent permitted hereunder);
- (h) the phrases "if this Sublease ends", "if this Sublease ends early", "the ending of this Sublease" and "earlier termination" include an ending by expiration, cancellation, termination, surrender or mutual agreement.
- (i) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment will be made, action will be taken or period will expire on the next following Business Day;
- (j) "month" means "calendar month";
- (k) all sums of money that are referred to in this Sublease are expressed in lawful money of Canada; and
- (l) the interpretation of this Sublease will not permit a revenue, loss, recovery, receipt, payment, reserve or reimbursement to be duplicated.

53. **Governing Laws:**

This Sublease will be governed by and interpreted in accordance with the applicable Laws of Canada and of the Province of Ontario.

54. **Statutes:**

Unless otherwise indicated, any reference to a statute or law means that statute or law, and any regulations made under it, all as amended, replaced, enacted or re-enacted from time to time and references to it or them are to be read as if it or they are followed by the phrase "as if it or they were to apply" or similar words as the context allows.

55. **Counterparts and Electronic Signature:**

This Sublease and any subsequent notices and/or agreements in connection herewith from time to time may be executed by fax, email, PDF and/or in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same lease, notice and/or agreement, and which shall become effective when one or more counterparts have been signed by each of the parties and delivered (by fax, email, PDF or otherwise) to the other parties.

[SIGNATURE PAGES TO FOLLOW]

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

EXECUTED in the presence of:

CASINO RAMA INC.

As to CASINO RAMA INC.'s authorized signatory

Name: _____

Title: _____

I have authority to bind the corporation

EXECUTED in the presence of:

ONTARIO LOTTERY AND GAMING CORPORATION

As to ONTARIO LOTTERY AND
GAMING CORPORATION's authorized signatory

Name: _____

Title: _____

As to ONTARIO LOTTERY AND
GAMING CORPORATION's authorized signatory

Name: _____

Title: _____

I/We have authority to bind the corporation

For the purposes only of being subject to the obligations of the First Nation as set out in Section 31 of this Sublease, the First Nation has executed or caused this Sublease to be executed, all as of the day and year first above written.

EXECUTED in the presence of:

THE CHIPPEWAS OF RAMA FIRST NATION

As to THE CHIPPEWAS OF RAMA
FIRST NATION's authorized signatory

Name: _____

Title: _____

I have authority to bind the First Nation

SCHEDULE A
DEMISED LAND

Firstly:

All of Lots 31-8 and 31-9 as shown on a plan recorded in the Canada Lands Surveys Records (CLSR) at Ottawa as Plan 79146 CLSR ON, a copy of which is recorded in the Land Registry Office for the Registry Division of Simcoe (No. 51) as Instrument No. 01326393, containing 1.55 hectares, more or less;

Secondly:

All of Lots 32-20, 98-1 and 98-2 as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as Plan 100258 CLSR ON, containing 16.1 hectares, more or less;

Thirdly:

All of Lots 99-1 and 122 as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as Plan 83864 CLSR ON, a copy of which is recorded in the Land Registry Office for the Registry Division of Simcoe (No. 51) as Instrument No. 01442247, containing 4.86 hectares, more or less;

Fourthly:

All of Lots 101,102, 103, 104,105 and 106 as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as Plan 78406 CLSR ON, a copy of which is recorded in the Land Registry Office for the Registry Division of Simcoe (No. 51) as Instrument No. 01308929, containing 2.37 hectares, more or less;

Fifthly:

All of Lot 107 as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as Plan 80801 CLSR ON, a copy of which is recorded in the Land Registry Office for the Registry Division of Simcoe (No. 51) as Instrument No. 01371242, containing 1.33 hectares, more or less;

Sixthly:

All of Lot 121 as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as Plan 83863 CLSR ON, a copy of which is recorded in the Land Registry Office for the Registry Division of Simcoe (No. 51) as Instrument No. 01442248, containing 2.34 hectares, more or less;

excepting all mines and minerals, whether precious or base, solid, liquid or gaseous.

**SCHEDULE C
FORM OF SUB-SUBLESSEE ACKNOWLEDGMENT**

To: CASINO RAMA INC. and its successors and assigns (the “**Sublessor**”)

RE: Commercial ground lease for the premises (the “**Premises**”) made as of ●, 2017 between the Her Majesty the Queen in Right of Canada, as lessor, and the Sublessor, as lessee, as same may be amended, restated, amended and restated, replaced, modified, extended, renewed or supplemented in writing and executed by the parties thereto from time to time (collectively, the “**Head Lease**”)

AND RE: Complex Sublease for the Premises made as of ●, 2017 between the Sublessor, as sublessor, and Ontario Lottery and Gaming Corporation (the “**Sublessee**”), as sublessee, as same may be amended, restated, amended and restated, replaced, modified, extended, renewed or supplemented in writing and executed by the parties thereto from time to time (collectively, the “**Sublease**”)

AND RE: Casino Rama Net Sublease and Sub-Sublease made as of ●, 2017 for the Premises and the Railway Lands between the Sublessee, as landlord, and the undersigned as tenant (the “**Operator**”), as same may be amended, restated, amended and restated, replaced, modified, extended, renewed or supplemented in writing and executed by the parties thereto from time to time (collectively, the “**Sub-Sublease**”)

In consideration of the covenants and agreements between the parties contained herein and the sum of **TWO DOLLARS** (\$2.00) that has been paid by the Sublessor to the Operator, the receipt and sufficiency of which is acknowledged by the Operator, the Operator covenants and agrees in favour of the Sublessor as follows:

1. Without limiting the rights of the Operator against the Sublessee under the Sub-Sublease, the Operator acknowledges that the rights granted to it pursuant to the Sub-Sublease are subordinate and subject to the Head Lease.
2. If the Sublease is terminated, surrendered, rejected, repudiated, resiliated, forfeited, disclaimed, cancelled or otherwise deemed unenforceable, including, without limitation, a disclaimer of the Lease by a trustee in bankruptcy of the Sublessee for any reason (each a “**Termination Event**”), the Operator must forthwith vacate the entire Premises. If a Termination Event occurs, the Operator unconditionally and irrevocably releases the Sublessor and waives and renounces any rights or remedies that the Operator may have under any legal, equitable or other rule of law or under any insolvency, bankruptcy, landlord and tenant or commercial tenancies legislation, as each may be amended from time to time, or any other legislation, to apply to a court or to otherwise elect to: (a) retain the unexpired Term or the unexpired term of the Sub-Sublease; (b) obtain any right to enter into any lease, sublease, license or other agreement directly with the Sublessor for the Premises in whole or in part; and (c) otherwise remain in possession or control of all or any part of the Premises.
3. This Acknowledgment and the Sub-Sublease does not constitute a waiver or forfeiture nor may it be construed or interpreted as a waiver or forfeiture of any of the rights or remedies of the Sublessor in the Sublease, at law or otherwise. Nothing contained herein or in the Sub-Sublease shall constitute an assignment of the Sublessee’s right, title or interest in the Sublease or the Premises.
4. The Sublessor does not acknowledge or approve of any of the terms of the Sub-Sublease (or any other related agreements) as between the Sublessee and the Operator from time to time, except for the sub-subletting of the Premises itself.
5. This Acknowledgment shall enure to the benefit of the Sublessor and its successors and assigns and shall be binding upon the Operator and its heirs, executors, administrators and permitted successors and permitted assigns.
6. This Acknowledgment and any subsequent notices and/or agreements in connection herewith from time to time may be executed by fax, email, PDF and/or in one or more counterparts.

IN WITNESS WHEREOF the undersigned has duly executed and delivered this Acknowledgment as of the ____ day of _____, 2017.

[insert name of operator]

by

Name: _____

Title: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE 8
RETAIL STORES AND WAREHOUSE LICENCE

(See Attached)

CASINO RAMA RETAIL STORES AND WAREHOUSE LICENCE

THIS LICENCE made the ____ day of June, 2017 (the “Effective Date”),

BETWEEN:

ONTARIO LOTTERY AND GAMING
CORPORATION
(hereinafter called the “Licensor”)

OF THE FIRST PART

- and -

1176290 ONTARIO LIMITED
(O/A BIINDIGEN GIFT SHOP),
(hereinafter called the “Licensee”)

OF THE SECOND PART

- and -

CHIPPEWAS OF RAMA FIRST NATION, ALSO
KNOWN AS THE CHIPPEWAS OF MNJIKANING
FIRST NATION,
(hereinafter called the “Indemnifier”)

OF THE THIRD PART

WHEREAS the Licensor is the subtenant of the Casino Rama complex situated and lying within the Rama Indian Reserve No. 32 in the Province of Ontario (the “Casino Complex”) pursuant to a sublease made as of the ____ day of June, 2017 between Casino Rama Inc., as sublessor, and the Licensor, as sublessee, as the same may be amended, restated and/or replaced by the parties thereto from time to time (the “Sublease”);

WHEREAS pursuant to a ground lease made as of the ____ day of June, 2017, Casino Rama Inc., as lessee, leases the Casino Complex from Her Majesty the Queen in right of Canada (the “Crown”), as lessor, as the same may be amended, restated and/or replaced by the parties thereto from time to time (the “Ground Lease”);

AND WHEREAS the Indemnifier and the Licensor are parties to the Amended and Restated Post-2011 Contract made as of the ____ day of June, 2017 between the Licensor, the Indemnifier and Casino Rama Inc. (the “Amended and Restated Post-2011 Contract”);

AND WHEREAS all of the issued and outstanding shares in the capital of the Licensee (the “Shares”) are owned directly or indirectly by the Indemnifier;

AND WHEREAS the Licensor may from time to time, at its sole discretion, appoint a third party operator to operate the Casino Complex (the “Operator”);

AND WHEREAS the Licensor has agreed to grant to the Licensee a licence in respect of certain retail premises comprising approximately 3,296 square feet in the hotel rotunda and the gaming floor of the Casino Complex as shown shaded in purple on Schedule A and approximately 6,500 square feet in the Casino Complex warehouse outlined in green on Schedule C for the purposes set out in Section 1.1 (collectively, the “Licensed Area”) subject to the terms and conditions set forth herein (the “Licence”);

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

ARTICLE 1
GRANT OF LICENCE

- 1.1 The Licensor hereby grants to the Licensee a licence to enter upon and use the Licensed Area as described as follows and for the following purposes:
- (a) Retail HGF-021 (Explore) – an area of approximately 1,560 square feet in the hotel rotunda of the Casino Complex and being specifically the space identified as “Retail HGF-021” and shown shaded in purple on Schedule A to be used for the display and sale of general merchandise, clothing, home accessories, jewellery, lottery scratch tickets, tobacco items and miscellaneous food and beverage products.
 - (b) Biindigen (Gift Shop) – an area of approximately 541 square feet on the gaming floor of the Casino Complex and being specifically the space identified as “Retail Biindigen” and shown shaded in purple on Schedule A to be used for the sale of tobacco and convenience items (including snacks, beverages, candy and health/beauty products), giftware, crafts, cards, footwear, lottery scratch tickets and clothing.
 - (c) Gallery (Indulge) – an area of approximately 1,195 square feet in the hotel rotunda of the Casino Complex and being specifically the space identified as “Retail” and shown shaded in purple on Schedule A to be used for the display and sale of art, sculpture, clothing, music, crafts, jewellery, footwear, souvenirs, cards, giftware and other art related products (the areas described in Sections 1.1(a), 1.1(b) and 1.1(c) being, collectively, the “Retail Areas”).
 - (d) Warehouse Space – an area of approximately 6,500 square feet in the Casino Complex warehouse outlined in green and identified as RSW-102 on Schedule C to be used for the storage for items sold in the Retail Areas (the “Warehouse Area”).

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

- 1.2 The Licensee shall obtain the prior written approval of the Licensors for any change of use of any area or part of the Licensed Area. If any area or part of the Licensed Area is used for any other purpose other than as set forth in Section 1.1 for that area or part without the approval of the Licensors, the Licensors may, at its option, terminate this Licence pursuant to Section 7.3.
- 1.3 The Licensee acknowledges that located adjacent to those areas and parts of the Licensed Area set forth in Section 1.1 (excluding the Warehouse Area) and shown cross-hatched in green on Schedule A are certain common areas (the “**Common Areas**”), which the Licensee must not use for any purpose unless approved in advance in writing by the Licensors and the Licensee shall take all steps necessary to keep the Common Areas open to provide free and clear access for all others using or passing through such Common Areas.
- 1.4 The Licensors agree that the Licensee’s employees shall have access to the Licensed Areas (excluding the Warehouse Area) at reasonable times during operating hours to the areas indicated in red on the servicing plan attached hereto as Schedule B (the “**Servicing Areas**”). The Licensee must not use the Servicing Areas for any purpose except the purposes described on Schedule B unless approved in advance in writing by the Licensors. The Licensee agrees that it shall not use any other part of the Casino Complex to service the Licensed Area. The Licensee agrees that it shall take all steps necessary to keep the Servicing Areas open and clear of the Licensee’s equipment, chattels, materials and debris and to provide free and clear access for all others using or passing through such Servicing Areas. If Licensors or the Operator determines, in their sole judgement that the Licensee has not complied with this subsection, the Licensors or the Operator may, at the Licensee’s sole cost and expense, take any reasonable action to ensure free and continuous use of the Servicing Areas. To the extent required by the Operator, or upon request by the Licensee for access to the back of house area of the Complex, the Licensee shall use proximity cards issued by the Operator to access the Servicing Areas. If the Licensee’s employees are issued proximity cards, the Licensee agrees to cause its employees to comply with all directions from the Licensors or Operator regarding the use of the proximity cards and access through the Casino Complex.
- 1.5 The Licensee shall ensure that its employees and agents only park in areas designated as Casino staff parking. The Licensee’s employees and agents shall have no access to the Casino employee restaurant or Casino employee change rooms or showers. The Licensee’s employees and agents shall wear appropriate attire at all times while accessing the Licensed Areas (excluding the Warehouse Area) through the Casino Complex and comply with all reasonable directions, rules and regulations that the Licensors or Operator may impose from time to time.
- 1.6 The Licensee’s employees shall only access the Warehouse Area via the access points shown on Schedule C of this Licence. The Licensee’s employees and agents shall comply with all reasonable directions, rules and regulations that the Licensors or Operator may impose from time to time while accessing the Warehouse Area through the Casino Complex.
- 1.7 The Licensee shall be permitted to use the delivery dock of the Casino Complex for deliveries in accordance with the Licensors’s hours of operation for the delivery dock and with such priority of use and access for the delivery dock as determined by the Licensors, in its sole discretion, from time to time. All deliveries for the Licensed Areas shall be segregated from the deliveries of the Licensors and the Operator.
- 1.8 The Licensee will not, at any time during the Term, carry on or permit to be carried on, in the Licensed Area, Common Areas or Servicing Areas anything which is noxious or offensive or damaging or dangerous to the environment (including, without limitation, causing offensive noise or odours) and will, at its sole cost and expense, comply with all requirements of applicable laws (including, without limitation, environmental laws, by-laws, rules, regulations or other directives of any applicable governmental authority) and the rules and regulations of and reasonable directions from the Licensors and the Operator. Further, the Licensee shall not do or permit to be done anything whatsoever upon the Licensed Area, Common Areas or Servicing Areas which would annoy or disturb or cause nuisance or damage to the guests, employees, or occupiers of the Casino Complex and premises adjoining or in the vicinity of the Common Areas or Servicing Areas of the Casino Complex.
- 1.9 The Licensee will at its expense obtain and-maintain in full force and effect at all times during the Term, the following insurance coverage:
 - (a) all risks property insurance for the full replacement-cost of all property owned by the Licensee or for which the Licensee is legally liable, or installed by or on behalf of the Licensee and located within the Licensed Area including but not limited to all furniture, fixtures and equipment and all other leasehold improvements. All property of the Licensee kept or stored outside-of the Licensed Area shall be so kept or stored at the risk of the Licensee only and the Licensee shall hold the Licensors harmless from any claims arising from damage to the same; and
 - (b) comprehensive general liability insurance with inclusive limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, property damage or death and including coverage for product liability. Such policy shall include the Licensors and the Operator as an additional insured and shall include a cross liability/severability of interests clause.

In the event of cancellation of any insurance coverage listed above, the Licensee shall provide thirty (30) days written notice of cancellation to the Licensors. All insurance maintained by the Licensee shall be primary and shall not call into contribution any insurance maintained by the Licensors. The Licensee shall provide the Licensors with certificates of insurance evidencing the foregoing insurance on the date hereof and thereafter from time to time during the Term promptly following the Licensors’s request. The Licensee shall use reasonable commercial efforts to obtain a waiver of subrogation from its property insurer in favour of the Licensors and Operator. Without limiting the indemnities in Article 8, the Licensee hereby releases, indemnifies and saves harmless the Licensors and its directors, officers, servants, agents, employees and contractors and those for whom it is in law responsible, (collectively, the “**Indemnified Parties**”) from any and all liability for losses, damages and claims of any kind against which the Licensee is required to insure under this Licence or has otherwise insured.

- 1.10 The Licensee agrees and acknowledges that it shall be bound by and shall comply with all rules and regulations enacted by the Licensors or the Operator with respect to the use of the Licensed Area and the operation of the Casino Complex (including but not limited to those related to deliveries and loading, design, erection and display of signs, window displays, stage events, displays, and demonstrations in areas adjacent to the Licensed Area, sanitation and disposal and segregation of waste and garbage); and (b) all requirements of laws, by-laws, rules, regulations or other directives of any applicable governmental authority. If the Licensee fails to comply with this Section 1.10, the Licensors may, at its option, terminate this Licence pursuant to Section 7.3.

ARTICLE 2
TERM OF LICENCE

- 2.1 The term of this Licence shall be for a period commencing on the Effective Date and terminating concurrently with the expiry or earlier termination of the Applicable Period (as defined in the Amended and Restated Post-2011 Contract) under the Amended and Restated Post-2011 Contract, as the Applicable Period may be extended from time to time thereunder, unless sooner terminated in accordance herewith (the “**Term**”).

ARTICLE 3
PAYMENT BY LICENSEE OF FEES AND CHARGES

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

ARTICLE 4
REPAIRS, MAINTENANCE AND ALTERATIONS

- 4.1 The Licensee throughout the Term and at its expense will repair, maintain and keep the Licensed Area and all appurtenances, equipment, fixtures and personal property therein and thereon in a clean, attractive, good repair and operating condition and will make all repairs and maintenance to the Licensed Area (including all appurtenances, equipment, fixtures and personal property therein) if so instructed by the Licensors or the Operator, acting reasonably. For greater certainty, the parties agree that the obligations of the Licensee set forth in this Section 4.1 shall only apply to the interior of the Licensed Area and shall not include the obligation to make any structural repairs to the Licensed Area or the Casino Complex.
- 4.2 The Licensee shall take responsible care to avoid any unnecessary or excessive littering or soiling of the Licensed Area, the Common Areas, the Servicing Areas and any other areas of the Casino Complex that are used by the Licensee in accordance with the terms of this Licence.
- 4.3 The Licensee will not undertake any alterations or changes to the Licensed Area or any area or part thereof without the prior written consent of the Licensors, other than ‘minor’ alterations or changes, the cost of which does not exceed \$1,000. The Licensee shall not be permitted to make any structural changes to the Licensed Area or undertake any work that would require the consent of Casino Rama Inc. under the Sublease or the Crown under the Ground Lease without the prior written consent of the Licensors.
- 4.4 For any alterations or changes to the Licensed Area requiring the Licensors’ consent, the Licensee shall deliver architectural plans and specifications, construction plans (including provisions for security and safety procedures and necessary construction insurance), any documents, plans or specifications required under the Sublease and/or the Ground Lease, and any other documents that the Licensors reasonably requires, all of which shall be certified by a licensed architect or licensed engineer (collectively, “**Construction Plans**”) to the Licensors at least sixty (60) days prior to commencing any construction work. The Licensee shall make any reasonable modifications to the Construction Plans as requested by the Licensors in the Licensors’ sixty (60) day review period.
- 4.5 The Licensee shall ensure all construction in the Licensed Area is completed in accordance with all applicable laws and substantially in accordance with the Construction Plans approved by Licensors. The Licensee shall obtain all required governmental approvals and permits required for any construction of alterations or changes in the Licensed Area at its sole cost and expense. After the completion of any construction in the Licensed Area, the Licensee shall promptly provide the Licensors with complete “as-built” Construction Plans in electronic and paper forms.
- 4.6 The Licensee shall use commercially reasonable efforts to ensure that any construction within the Licensed Area causes as little disruption to the ordinary operations of the Casino Complex as possible. The schedule and location for delivery of materials, construction activities, debris removal and all other activities associated with construction within the Licensed Area shall be coordinated and approved by the Licensors in advance in writing. At all times where construction is ongoing in any part of the Licensed Area, the Licensee shall carry commercial construction insurance in a form approved by and satisfactory to the Licensors.
- 4.7 The Licensee will pay or cause to be paid all charges for all work done in the Casino Complex for or on behalf of the Licensee, including, without limitation all labour and materials for all repairs, alterations, and additions, to or upon the Licensed Area during the Term. The Licensee will not suffer or permit any construction or similar liens to be maintained or filed against the Licensed Area or the Casino Complex; and if any such lien shall be filed or registered, the Licensee shall at its sole cost and expense cause such lien to be vacated and/or discharged within ten (10) days after notice of the registration or filing, as the case may be, failing which the Licensors, without any obligation to do so, may satisfy, vacate or discharge such lien or encumbrance on behalf of the Licensee, in which event the amount paid by the Licensors for such purpose, including without limitation ancillary expenses, legal fees and bond premiums, shall be paid by the Licensee forthwith upon demand from the Licensors.
- 4.8 At the expiration or earlier termination of the Term, the Licensee shall surrender the Licensed Area in the condition required to be maintained by the Licensee pursuant to the terms of this Licence, reasonable wear and tear, loss by fire or other unavoidable casualty not due to the Licensee’s negligence or willful act excepted. Before such surrender, the Licensee shall remove all of the Licensee’s personal property, any alterations made and fixtures installed in the Licensed Area by the Licensee and perform any necessary restoration work in connection therewith, unless otherwise

agreed to in writing by the Licensor. The cost of removing and disposing of the Licensee's personal property and such alterations, fixtures and repairing any damage to the Licensed Area caused by such removal shall be paid by the Licensee or reimbursed to the Licensor (if the Licensee fails to comply with the requirements of this section) upon demand. The requirements of this section shall survive the expiration or earlier termination of this Licence.

ARTICLE 5 **USE OF THE LICENSED AREA**

- 5.1 The Licensee and its sublicensee(s) shall not install any advertising, signs or undertake any promotions in any areas of the Casino Complex outside the Licensed Area without the prior written approval of the Licensor, which approval may be withheld in the sole discretion of the Licensor. All advertising, signs and promotions undertaken by the Licensee and its sublicensee(s) in the Casino Complex must be in compliance with the *Gaming Control Act* (Ontario) and all other applicable legislation. Any advertising or signs of the Licensee and its sublicensee(s) located outside of the Licensed Area shall be erected and maintained by the Operator, and all costs associated with the installation and maintenance of any advertising, signs or promotions shall be at the cost of the Licensee (or, as applicable, its sublicensee(s)).
- 5.2 The Licensor and its agents and authorized representatives, upon reasonable prior notice, shall have access to the Licensed Area during normal business hours for the purposes of examining or inspecting the condition of same. Such inspection shall be performed in such a manner as to minimize, to the extent practicable, interference with the Licensee's conduct of its business. In the event of any emergency, the Licensor shall have access to the Licensed Area without prior notice for the purpose of examining, inspecting or repairing the damage done to the Licensed Area.
- 5.3 At all times during the Term, the Licensee shall:
- (a) maintain an adequate number of personnel and products in all parts of the Licensed Area (excluding the Warehouse Area) to ensure a high level of customer service for the patrons of the Casino Complex;
 - (b) provide well-managed, clean and efficient facilities and services and high-quality products to the patrons of the Casino Complex;
 - (c) provide good, prompt, friendly, courteous and efficient service adequate to meet all reasonable demands of the patrons of the Casino Complex;
 - (d) ensure that all employees who have contact with customers of the Casino Complex complete appropriate customer service training; and
 - (e) promptly provide to the Licensor copies of all inspections of the Licensed Area from any governmental or regulatory authorities.

ARTICLE 6 **PROPERTY AND EQUIPMENT OF LICENSEE**

- 6.1 The Licensee shall provide its own furniture and equipment for use within the Licensed Area.
- 6.2 The Licensee shall comply with all applicable laws (including, without limitation, all federal fire safety and protection standards) with respect to fire suppression systems and related equipment for the Licensed Area, all of which shall be complied with in a timely manner at the Licensee's sole expense. At the request of the Licensor, the Licensee will provide certification and verification that all fire suppression systems and related equipment is in working order and being maintained in accordance with all applicable law.

ARTICLE 7 **EARLY TERMINATION**

- 7.1 The Licensee shall have the right at any time, to (a) surrender all or any part of the Licensed Area, or (b) terminate this Licence by giving written notice to the Licensor. Such notice shall be given to the Licensor not less than 60 days prior to the intended date of termination. Such notice shall be sent to it at:

4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8

Telecopier: (416) 224-7000

Attention: Chief Executive Officer

- 7.2 The Licensee acknowledges and agrees that the rights granted to it pursuant to this Licence are subordinate and subject to the rights granted to the Licensor pursuant to the Sublease and the rights granted to Casino Rama Inc. under the Ground Lease. During the Term, the Licensee shall not do or omit to do any act that would result in a breach of Licensor's obligations as subtenant under the Sublease or Casino Rama Inc.'s obligations as lessee under the Ground Lease. The Licensee hereby acknowledges and agrees that it has received and reviewed a copy of the Sublease and the Ground Lease and is familiar in all respects with the terms thereof. If the Sublease or the Ground Lease is terminated, surrendered, forfeited, disclaimed, cancelled or otherwise deemed unenforceable for any reason, the Licensee agrees that it must forthwith vacate the entire Licensed Area.
- 7.3 The Licensor shall have the right to terminate this Licence in whole or in part by written notice with immediate effect in the event that: (a) the Licensee defaults in the performance of any of its obligations or otherwise fails to comply with any of the provisions of this Licence or its acts or omissions cause a breach of the Sublease or the Ground Lease and such default and/or non-compliance has not been cured within 15 days of the Licensor providing the Licensee written notice thereof; or (b) the Licensed Area is damaged by fire, or otherwise, to such an extent that in the opinion of the Licensor the Licensed Area is not fit for occupation; (c) the Licensee shares possession of or allows any person to occupy any part of the Licensed Area, without the prior written consent of the Licensor not to be unreasonably withheld, or (d) any of the goods or chattels of the Licensee shall be at any time during the Term seized or taken in execution or attachment, or if the Licensee shall make an assignment for the benefit of creditors, or shall become bankrupt or insolvent, or make a proposal to its creditors. Such notice shall be sent to it at:

5884 Rama Road, Suite 200
Rama, Ontario
L3V 6H6

Telecopier: (705) 325-0879
Attention: President

ARTICLE 8 **INDEMNITIES**

- 8.1 The Licensee agrees that the Indemnified Parties shall not be liable or in any way responsible for, and shall be indemnified and saved harmless by the Licensee from and against any/all actions, claims, demands, proceedings, liabilities, damages, costs (including all legal costs on a solicitor/client full indemnity basis) and expenses whatsoever which may be brought, assessed, incurred or made against the Licensors and/or the Operator in respect of injury, loss or damage to persons or property arising out of, or by reason of, or in any way relating to:
- (a) any bodily injury or death arising from any occurrence in, upon or at the Licensed Area or any area or part thereof
 - (b) any loss or damage to any property belonging to the Licensee or its employees or licensees or any other person in, upon or at the Licensed Area or any area or part thereof;
 - (c) any act or omission of the Licensee or any of its servants, agents, employees, contractors or persons for whom the Licensee is in law responsible in the Licensed Area or any area or part thereof; or
 - (d) the failure of the Licensee to promptly perform or observe or otherwise comply with any provision of this Licence to be performed or observed or otherwise complied with by the Licensee.
- 8.2 The Indemnifier agrees with the Licensors and the other Indemnified Parties as follows:
- (a) during the Term, the Indemnifier shall be the sole owner, either directly or indirectly, of the Shares;
 - (b) if the Licensee defaults in the payment of any amount payable under this Licence or in the due performance of any other obligation of the Licensee under this Licence, the Indemnifier shall forthwith upon demand by the Licensors, pay to the Licensors any amount so payable and all damages that may arise upon the default by the Licensee in the payment thereof or in the due performance of any such obligation;
 - (c) the Indemnifier shall be jointly and severally bound with the Licensee to the Licensors for the performance of the obligations of the Licensee under this Licence and its liability shall be that of a direct and primary obligor and not merely that of a surety;
 - (d) if the Licensee defaults under this Licence, the Licensors may proceed against the Indemnifier as if it were the Licensee, without waiving any of its rights against the Licensee and without any requirement that the Licensors shall first have proceeded against the Licensee or had recourse to or exhausted any of its remedies against the Licensee;
 - (e) the obligations of the Indemnifier and the rights of the Licensors hereunder shall not be affected or in any way prejudiced or impaired by any delay, neglect or forbearance by the Licensors in enforcing performance by the Licensee of its obligations under this Licence or by the granting by the Licensors to the Licensee of any extension of time or by any waiver by the Licensors of any of the Licensee's obligations or by any assignment or sublicense or other dealing by the Licensee with this Licence or the Licensed Area whether with or without the consent of the Licensors or by any want of notice to the Indemnifier or by any dealing between the Licensors and the Licensee with or without notice to the Indemnifier whereby the respective obligations and rights of either the Licensors or the Licensee are amended including any amendment of the Licence or by any other act or failure to act by the Licensors which would release, discharge or affect the obligations of the Indemnifier if it were a mere surety, and with the intent that this indemnity shall not be released or affected or the rights of the Licensors hereunder in any way impaired until such time as all the obligations of the Licensee under this Licence have been fully performed and satisfied;
 - (f) the obligations of the Indemnifier hereunder shall not be released, discharged or affected by the bankruptcy or insolvency of the Licensee or any proposal made by it to its creditors or any disclaimer of this Licence pursuant to the Bankruptcy and Insolvency Act (Canada) or any successor or similar legislation, or any disclaimer by any trustee in bankruptcy of the Licensee or by the Licensee ceasing to exist (whether by winding-up, forfeiture, cancellation or surrender of charter, or any other circumstance) or by any event terminating this Licence; and
 - (g) the obligations of the Indemnifier hereunder may be assigned by the Licensors, will benefit and be enforceable by the successors and assigns of the Licensors and shall bind the heirs, executors and legal representatives and the successors and assigns of the Indemnifier.
- 8.3 The indemnities set forth in Sections 1.9, 8.1, and 8.2, shall survive the expiration or earlier termination of this Licence.

ARTICLE 9 **GENERAL**

- 9.1 This Licence is personal to the Licensee. The Licensee shall not assign or sublicense all or any part of the Licensed Area without the prior written consent of the Licensors, not to be unreasonably withheld.
- 9.2 This Licence may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 9.3 It is mutually agreed that any and all prior agreements, written or verbal, express or implied between the parties, relating to or in any way connected with the Licensed Area are declared null and void and are superseded by the terms of the present Licence. The parties agree that this Licence constitutes the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied therein.
- 9.4 This Licence and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein (but without giving effect to any conflict of laws rules). The parties

agree that the Courts of the Province of Ontario shall have jurisdiction to entertain any action or legal proceedings based on any provisions of this Licence. Each party hereto does hereby attorn to the jurisdiction of the Courts of the province of Ontario.

- 9.5 During the Term, the Licensee shall not suffer or permit any construction liens or other liens or encumbrances to be filed or registered against the Licensed Area or the Casino Complex or upon the estate of the Licensor therein. If such a lien or encumbrance, is filed or registered, the Licensee shall at its sole cost and expense cause it to be vacated and/or discharged within 10 days after notice of registration or filing, as the case may be, failing which the Licensor, without obligation to do so, may satisfy, vacate or discharge such lien or encumbrance in which event the amount paid by the Licensor for such purpose, including ancillary expenses and bond premiums, shall thereupon become forthwith due and payable to the Licensor by the Licensee.
- 9.6 The parties agree that the Licensor may delegate any of its obligations or rights of approval under this Licence to the Operator from time to time without notice to the Licensee. As of the date of this Licence the Operator is CHC Casinos Canada Limited. The Licensor may, from time to time in its discretion, appoint a different Operator for the Casino Complex. If the Licensor appoints a new Operator during the Term, the Licensor shall provide reasonable written notice to the Licensee of the identity and contact information of the new Operator.
- 9.7 This Licence and any subsequent notices and/or agreements in connection herewith from time to time may be executed by fax, email, PDF and/or in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same lease, notice and/or agreement, and which shall become effective when one or more counterparts have been signed by each of the parties and delivered (by fax, email, PDF or otherwise) to the other parties.

[SIGNATURE PAGES TO FOLLOW]

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

CHIPPEWAS OF RAMA FIRST NATION

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

I/We have the authority to bind the First Nation

ONTARIO LOTTERY AND GAMING CORPORATION

Per:

Name: Gregory McKenzie

Title: Executive Vice President, Chief Operating Officer

Per:

Name: Barbara Anderson

Title: Senior Vice President, Chief Financial Officer

I/We have the authority to bind the corporation

1176290 ONTARIO LIMITED

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

I/We have the authority to bind the corporation

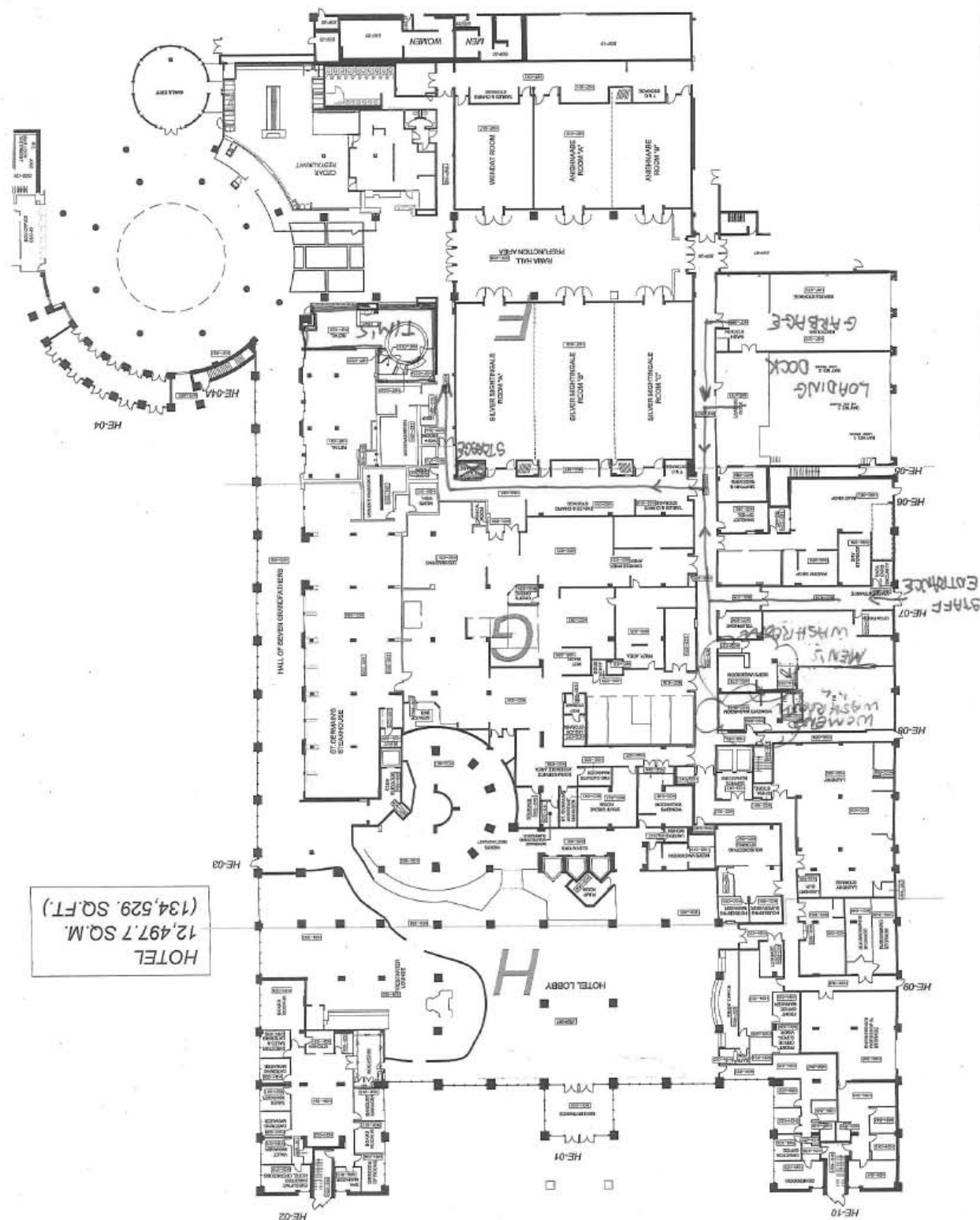
SCHEDULE A
LICENSED AREA AND COMMON AREAS

(See Attached)

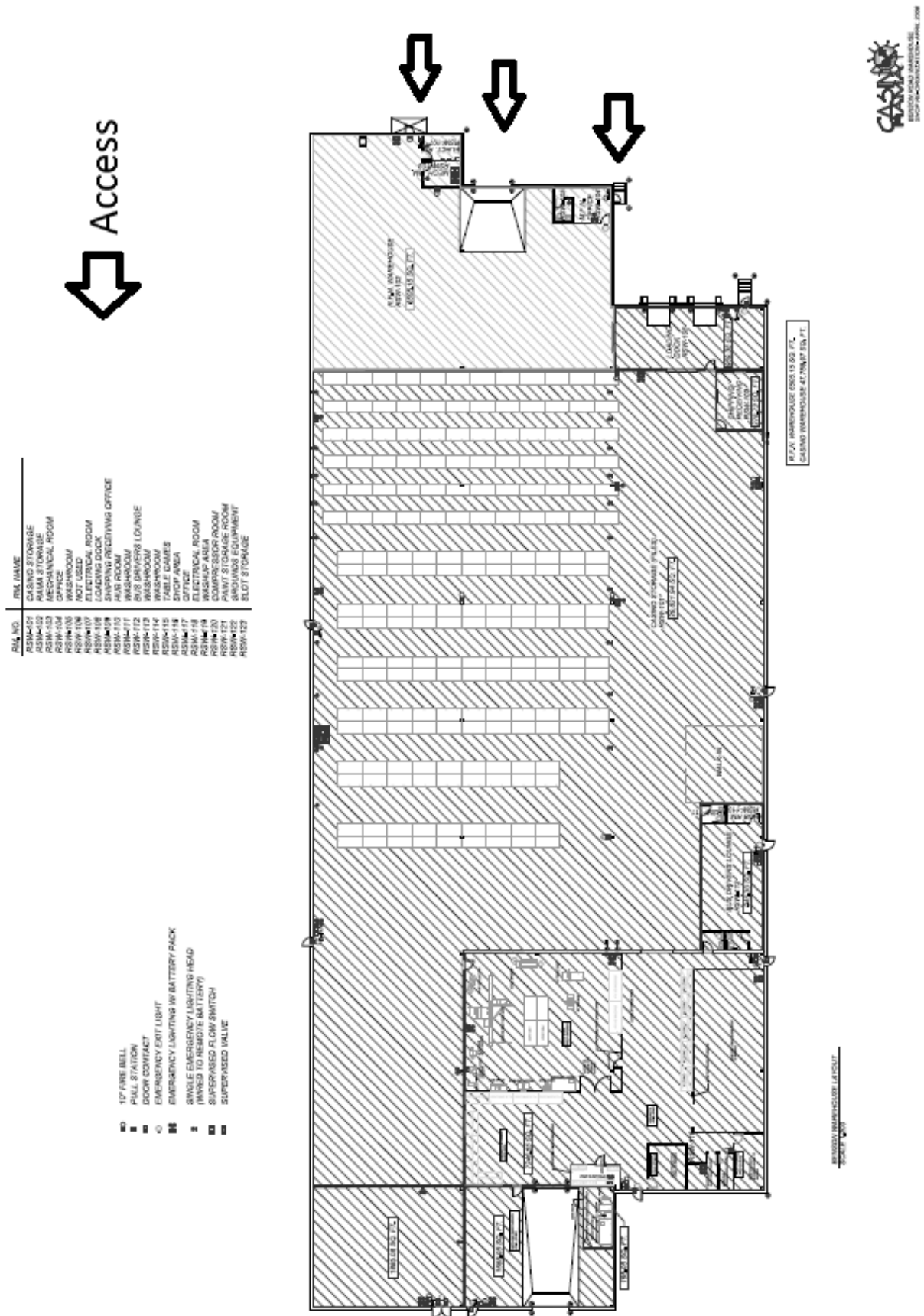


SCHEDULE B
SERVICING AREAS

(See Attached)



SCHEDULE C
WAREHOUSE AREA



SCHEDULE 9
TIM HORTONS LICENCE

(See Attached)

CASINO RAMA TIM HORTONS LICENCE

THIS LICENCE made the ____ day of June, 2017 (the “Effective Date”),

BETWEEN:

**ONTARIO LOTTERY AND GAMING
CORPORATION**
(hereinafter called the “Licensor”)

OF THE FIRST PART

- AND -

**1176290 ONTARIO LIMITED
(O/A BIINDIGEN GIFT SHOP),**
(hereinafter called the “Licensee”)

OF THE SECOND PART

- AND -

**CHIPPEWAS OF RAMA FIRST NATION, ALSO
KNOWN AS THE CHIPPEWAS OF MNJIKANING
FIRST NATION,**
(hereinafter called the “Indemnifier”)

OF THE THIRD PART

WHEREAS the Licensor is the subtenant of the Casino Rama complex situated and lying within the Rama Indian Reserve No. 32 in the Province of Ontario (the “**Casino Complex**”) pursuant to a sublease made as of the ____ day of June, 2017 between Casino Rama Inc., as sublessor, and the Licensor, as sublessee, as the same may be amended, restated and/or replaced by the parties thereto from time to time (the “**Sublease**”);

WHEREAS pursuant to a ground lease made as of the ____ day of June, 2017, Casino Rama Inc., as lessee, leases the Casino Complex from Her Majesty the Queen in right of Canada (the “**Crown**”), as lessor, as the same may be amended, restated and/or replaced by the parties thereto from time to time (the “**Ground Lease**”);

AND WHEREAS the Indemnifier and the Licensor are parties to the Amended and Restated Post-2011 Contract made as of the ____ day of June, 2017 between the Licensor, the Indemnifier and Casino Rama Inc. (the “**Amended and Restated Post-2011 Contract**”);

AND WHEREAS all of the issued and outstanding shares in the capital of the Licensee (the “**Shares**”) are owned directly or indirectly by the Indemnifier;

AND WHEREAS the Licensor may from time to time, at its sole discretion, appoint a third party operator to operate the Casino Complex (the “**Operator**”);

AND WHEREAS the Licensor has agreed to grant to the Licensee a licence in respect of the certain retail premises comprising approximately 1,352 square feet in the hotel rotunda of the Casino Complex as shown shaded in purple on Schedule A for the purposes set forth in Section 1.1 (the “**Tim Hortons Area**”) subject to the terms and conditions set forth herein (the “**Licence**”);

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

ARTICLE 1
GRANT OF LICENCE

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

- (a) Retail HGF-022 (Tim Hortons) – an area of approximately 1,352 square feet in the hotel rotunda of the Casino Complex and being specifically identified as “Retail HGF-022” and shown shaded in purple on Schedule A to be used for the sale of Tim Horton’s products that include coffee, tea, sandwiches, wraps, chili, soup, donuts, panini and non-alcoholic beverages, provided such items are offered in at least eighty percent (80%) of full-service Tim Hortons restaurants in the Province of Ontario.

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

1.2 The Licensee shall obtain the prior written approval of the Licensor for any change of use of any area or part of the Tim Hortons Area. If any area or part of the Tim Hortons Area is used for any other purpose other than as set forth in Section 1.1 for that area or part without the approval of the Licensor, the Licensor may, at its option, terminate this Licence pursuant to Section 7.3.

1.3 The Licensee acknowledges that located adjacent to those areas and parts of the Tim Hortons Area set forth in Section 1.1 and shown cross-hatched in green on Schedule A are certain common areas (the “**Common Areas**”), which the Licensee must not use for any purpose unless approved in advance in writing by the Licensor and the Licensee shall take all steps necessary to keep the Common Areas open to provide free and clear access for all others using or passing through such Common Areas. For greater certainty, the Licensee shall maintain all queueing relating to its use of the Tim Hortons Area wholly within each respective part of the Tim Hortons Area. If Licensor determines, in its sole judgement that the Licensee has

not complied with this subsection, the Licensor may, at the Licensor's direction and at the Licensee's sole cost and expense, install temporary and removable crowd control devices to ensure free and continuous use of the Common Areas.

- 1.4 The Licensor agrees that the Licensee's employees shall have access at reasonable times during operating hours to the areas indicated in red on the servicing plan attached hereto as Schedule B (the "**Servicing Areas**"). The Licensee must not use the Servicing Areas for any purpose except the purposes described on Schedule B unless approved in advance in writing by the Licensor. The Licensee agrees that it shall not use any other part of the Casino Complex to service the Tim Hortons Area. The Licensee agrees that it shall take all steps necessary to keep the Servicing Areas open and clear of the Licensee's equipment, chattels, materials and debris and to provide free and clear access for all others using or passing through such Servicing Areas. If Licensor or the Operator determines, in their sole judgement that the Licensee has not complied with this subsection, the Licensor or the Operator may, at the Licensee's sole cost and expense, take any reasonable action to ensure free and continuous use of the Servicing Areas.
- 1.5 The Licensee's employees shall only enter the Casino Complex using a proximity card issued by the Operator via the designated hotel employee entrance as shown on Schedule B of this Licence, and the Licensee's employees shall only be permitted to walk between that entrance, the hotel employee washroom, the designated delivery and garbage room locations, and the Tim Hortons Area according to the routes specifically designated on Schedule B. Proximity cards will be issued by the Operator to the Licensee directly or to Licensee employees and agents on the same terms and conditions as employees of the Licensor and Operator. The Licensee agrees to cause its employees to comply with all directions from the Licensor or Operator regarding the use of the proximity cards and access through the Casino Complex. The Licensee shall ensure that its employees and agents only park in areas designated as Casino staff parking. The Licensee's employees and agents shall have no access to the Casino employee restaurant or Casino employee change rooms or showers. The Licensee's employees and agents shall wear appropriate attire at all times while accessing the Tim Hortons Area through the Casino Complex and comply with all reasonable directions, rules and regulations that the Licensor or Operator may impose from time to time.
- 1.6 The Licensee shall be permitted to use the delivery dock of the Casino Complex for deliveries in accordance with the Licensor's hours of operation for the delivery dock and with such priority of use and access for the delivery dock as determined by the Licensor, in its sole discretion, from time to time. All deliveries for the Tim Hortons Area shall be segregated from the deliveries of the Licensor and the Operator. The Licensor shall provide a space of approximately sixty-six (66) square feet, designated as storage on Schedule B, for the sole purpose of storage of the Licensee's supplies for the Tim Hortons Area. The Licensee shall be responsible, at its own cost, for securing the storage space and the Licensor shall have no liability to the Licensee in connection with the Licensee's use of the storage space. The storage area is deemed to form part of the Tim Hortons Area.
- 1.7 The Licensee will not, at any time during the Term, carry on or permit to be carried on, in the Tim Hortons Area, Common Areas or Servicing Areas anything which is noxious or offensive or damaging or dangerous to the environment (including, without limitation, causing offensive noise or odours) and will, at its sole cost and expense, comply with all requirements of applicable laws (including, without limitation, environmental laws, by-laws, rules, regulations or other directives of any applicable governmental authority) and the rules and regulations of and reasonable directions from the Licensor and the Operator. Further, the Licensee shall not do or permit to be done anything whatsoever upon the Tim Hortons Area, Common Areas or Servicing Areas which would annoy or disturb or cause nuisance or damage to the guests, employees, or occupiers of the Casino Complex and premises adjoining or in the vicinity of the Common Areas or Servicing Areas of the Casino Complex.
- 1.8 The Licensee will at its expense obtain and-maintain in full force and effect at all times during the Term, the following insurance coverage:
 - (a) all risks property insurance for the full replacement-cost of all property owned by the Licensee or for which the Licensee is legally liable, or installed by or on behalf of the Licensee and located within the Tim Hortons Area including but not limited to all furniture, fixtures and equipment and all other leasehold improvements. All property of the Licensee kept or stored outside-of the Tim Hortons Area shall be so kept or stored at the risk of the Licensee only and the Licensee shall hold the Licensor harmless from any claims arising from damage to the same; and
 - (b) comprehensive general liability insurance with inclusive limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, property damage or death and including coverage for product liability. Such policy shall include the Licensor and the Operator as an additional insured and shall include a cross liability/severability of interests clause.

In the event of cancellation of any insurance coverage listed above, the Licensee shall provide thirty (30) days written notice of cancellation to the Licensor. All insurance maintained by the Licensee shall be primary and shall not call into contribution any insurance maintained by the Licensor. The Licensee shall provide the Licensor with certificates of insurance evidencing the foregoing insurance on the date hereof and thereafter from time to time during the Term promptly following the Licensor's request. The Licensee shall use reasonable commercial efforts to obtain a waiver of subrogation from its property insurer in favour of the Licensor and the Operator. Without limiting the indemnities in Article 8, the Licensee hereby releases, indemnifies and saves harmless the Licensor and its directors, officers, servants, agents, employees and contractors and those for whom it is in law responsible, (collectively, the "**Indemnified Parties**") from any and all liability for losses, damages and claims of any kind against which the Licensee is required to insure under this Licence or has otherwise insured.

- 1.9 The Licensee agrees and acknowledges that it shall be bound by and shall comply with all rules and regulations enacted by the Licensor or the Operator with respect to the use of the Tim Hortons Area and the operation of the Casino Complex (including but not limited to those related to deliveries and loading, design, erection and display of signs, window displays, stage events, displays, and demonstrations in areas adjacent to the Tim Hortons Area, sanitation and disposal and segregation of waste, garbage and cooking oil); and (b) all requirements of laws, by-laws, rules, regulations or other directives of any applicable governmental authority. If the Licensee fails to comply with this Section 1.9, the Licensor may, at its option, terminate this Licence pursuant to Section 7.3.

ARTICLE 2 TERM OF LICENCE

- 2.1 The term of this Licence shall be for a period commencing on the Effective Date and terminating concurrently with the expiry or earlier termination of the Applicable Period (as defined in the Amended and Restated Post-2011 Contract) under the Amended and Restated Post-2011 Contract, as the Applicable Period may be extended from time to time thereunder, unless sooner terminated in accordance herewith (the "**Term**").

ARTICLE 3**PAYMENT BY LICENSEE OF FEES AND CHARGES**

- 3.1 The Licensors hereby acknowledges receipt from the Licensee of the sum of \$10.00, being the fee payable for the Tim Hortons Area for the entire Term (the “**Licence Fee**”). The Licence Fee will not be considered as revenue of the Casino Complex.
- 3.2 The Licensee shall directly arrange and pay for all gas, electricity, water and sewage utilities for the Tim Hortons Area. The Licensee shall, at its expense and in accordance with plans approved in advance in writing by the Licensors, make all necessary connections to the utility infrastructure of the Casino Complex, including the installation of sub-meters to measure the use of utilities in the Tim Hortons Area, for the supply of gas, electricity, water, and sewage to the Tim Hortons Area. The Licensee shall maintain any such connections and sub-meters throughout the Term at its sole cost and expense. The sub-meters shall be automated or arranged in such a manner that any utilities consumed in the Tim Hortons Area are charged directly to the Licensee (or the Licensee’s designate). At the option of the Licensors, to be exercised by notice to the Licensee in writing, the Licensors may require that the installation of the necessary connections to the utility infrastructure of the Casino Complex and the sub-meters or the maintenance thereof during the Term be performed by the Licensors or the Operator and at the option of the Licensors or the Operator, the costs and expenses associated with such installation and maintenance will be paid by the Licensee forthwith upon receipt of an invoice for same from the Licensors or the Operator.
- 3.3 The Licensee shall ensure that its use of electricity in the Tim Hortons Area does not exceed the capacity of the existing electrical wiring and infrastructure of the Tim Hortons Area. If the Licensee requires modifications or improvements to any of the utility infrastructure in the Tim Hortons Area, the Licensee shall obtain, at its sole cost and expense, the Licensors’ prior written approval of the plans for such modifications or improvements. Any approved modifications or improvements shall be installed by the Licensee at the Licensee’s sole cost and expense.
- 3.4 Neither the Licensors nor the Operator will be responsible at any time for any loss or damage caused by the cessation or suspension of services or utilities to the Tim Hortons Area.
- 3.5 The Licensee shall be responsible for the installation, maintenance, repair and all costs associated with all other utilities and services used or consumed upon or in respect of the Tim Hortons Area, including without limitation, any:
- (a) telephone systems;
 - (b) television systems;
 - (c) garbage and waste disposal;
 - (d) cooking oil removal;
 - (e) computer systems, including Wi-Fi access;
 - (f) communications systems; and
 - (g) security systems.

ARTICLE 4**REPAIRS, MAINTENANCE AND ALTERATIONS**

- 4.1 The Licensee throughout the Term and at its expense will repair, maintain and keep the Tim Hortons Area and all appurtenances, equipment, fixtures and personal property therein and thereon in a clean, attractive, good repair and operating condition and will make all repairs and maintenance to the Tim Hortons Area (including all appurtenances, equipment, fixtures and personal property therein) if so instructed by the Licensors or the Operator, acting reasonably. For greater certainty, the parties agree that the obligations of the Licensee set forth in this Section 4.1 shall only apply to the interior of the Tim Hortons Area and shall not include the obligation to make any structural repairs to the Tim Hortons Area or the Casino Complex.
- 4.2 The Licensee shall take responsible care to avoid any unnecessary or excessive littering or soiling of the Tim Hortons Area, the Common Areas, the Servicing Areas and any other areas of the Casino Complex that are used by the Licensee in accordance with the terms of this Licence.
- 4.3 The Licensee will not undertake any alterations or changes to the Tim Hortons Area or any area or part thereof without the prior written consent of the Licensors, other than ‘minor’ alterations or changes, the cost of which does not exceed \$1,000. The Licensee shall not be permitted to make any structural changes to the Tim Hortons Area or undertake any work that would require the consent of Casino Rama Inc. under the Sublease or the Crown under the Ground Lease without the prior written consent of the Licensors.
- 4.4 For any alterations or changes to the Tim Hortons Area requiring the Licensors’ consent, the Licensee shall deliver architectural plans and specifications, construction plans (including provisions for security and safety procedures and necessary construction insurance), any documents, plans or specifications required under the Sublease and/or the Ground Lease, and any other documents that the Licensors reasonably requires, all of which shall be certified by a licensed architect or licensed engineer (collectively, “**Construction Plans**”) to the Licensors at least sixty (60) days prior to commencing any construction work. The Licensee shall make any reasonable modifications to the Construction Plans as requested by the Licensors in the Licensors’ sixty (60) day review period.
- 4.5 The Licensee shall ensure all construction in the Tim Hortons Area is completed in accordance with all applicable laws and substantially in accordance with the Construction Plans approved by Licensors. The Licensee shall obtain all required governmental approvals and permits required for any construction of alterations or changes in the Tim Hortons Area at its sole cost and expense. After the completion of any construction in the Tim Hortons Area, the Licensee shall promptly provide the Licensors with complete “as-built” Construction Plans in electronic and paper forms.
- 4.6 The Licensee shall use commercially reasonable efforts to ensure that any construction within the Tim Hortons Area causes as little disruption to the ordinary operations of the Casino Complex as possible. The schedule and location for delivery of materials, construction activities, debris removal and all other activities associated with construction within the Tim Hortons Area shall be coordinated and approved by the Licensors

in advance in writing. At all times where construction is ongoing in any part of the Tim Hortons Area, the Licensee shall carry commercial construction insurance in a form approved by and satisfactory to the Licensors.

- 4.7 The Licensee will pay or cause to be paid all charges for all work done in the Casino Complex for or on behalf of the Licensee, including, without limitation all labour and materials for all repairs, alterations, and additions, to or upon the Tim Hortons Area during the Term. The Licensee will not suffer or permit any construction or similar liens to be maintained or filed against the Tim Hortons Area or the Casino Complex; and if any such lien shall be filed or registered, the Licensee shall at its sole cost and expense cause such lien to be vacated and/or discharged within ten (10) days after notice of the registration or filing, as the case may be, failing which the Licensors, without any obligation to do so, may satisfy, vacate or discharge such lien or encumbrance on behalf of the Licensee, in which event the amount paid by the Licensors for such purpose, including without limitation ancillary expenses, legal fees and bond premiums, shall be paid by the Licensee forthwith upon demand from the Licensors.
- 4.8 At the expiration or earlier termination of the Term, the Licensee shall surrender the Tim Hortons Area in the condition required to be maintained by the Licensee pursuant to the terms of this Licence, reasonable wear and tear, loss by fire or other unavoidable casualty not due to the Licensee's negligence or willful act excepted. Before such surrender, the Licensee shall remove all of the Licensee's personal property, any alterations made and fixtures installed in the Tim Hortons Area by the Licensee and perform any necessary restoration work in connection therewith, unless otherwise agreed to in writing by the Licensors. The cost of removing and disposing of the Licensee's personal property and such alterations, fixtures and repairing any damage to the Tim Hortons Area caused by such removal shall be paid by the Licensee or reimbursed to the Licensors (if the Licensee fails to comply with the requirements of this section) upon demand. The requirements of this section shall survive the expiration or earlier termination of this Licence.

ARTICLE 5 **USE OF THE TIM HORTONS AREA**

- 5.1 At least twice a year, or on a more frequent basis as may be reasonably required for the use of the Tim Hortons Area by the Licensee, the Licensee will retain a pest extermination contractor (approved by the Licensors, acting reasonably) at its sole cost and expense to provide pest extermination services for the Tim Hortons Area. The Licensee shall ensure that its pest extermination contractor complies with all applicable laws governing the use of pesticides and shall ensure that its pest extermination contractor uses only those pesticides which are least detrimental to the environment. In the event that the Licensee fails to engage such pest extermination contractor in accordance with the requirements of this section, or if the Licensors reasonably determines that the Licensee's pest extermination contractor is not performing its duties effectively, then the Licensors may, without notice, engage its own pest extermination contractor on the Licensee's behalf without incurring any liability in respect thereof and the Licensee will pay the Licensors the costs and expenses associated with such pest extermination contractor.
- 5.2 The Licensee and its sublicensee(s) shall be permitted to erect within the Tim Hortons Area such interior signs and advertising with the Licensee's and the sublicensee's name and logo and conduct any promotions as the Licensee and its sublicensee(s) may desire, all at their sole cost and expense and in accordance with all applicable laws. All advertising, signs or promotions shall be wholly contained within the Tim Hortons Area and shall remain the property of the Licensee (or, as applicable, its sublicensee(s)).
- 5.3 The Licensee and its sublicensee(s) shall not install any advertising, signs or undertake any promotions in any areas of the Casino Complex outside the Tim Hortons Area without the prior written approval of the Licensors, which approval may be withheld in the sole discretion of the Licensors. All advertising, signs and promotions undertaken by the Licensee and its sublicensee(s) in the Casino Complex must be in compliance with the *Gaming Control Act* (Ontario) and all other applicable legislation. Any advertising or signs of the Licensee and its sublicensee(s) located outside of the Tim Hortons Area shall be erected and maintained by the Operator, and all costs associated with the installation and maintenance of any advertising, signs or promotions shall be at the cost of the Licensee (or, as applicable, its sublicensee(s)).
- 5.4 The Licensors and its agents and authorized representatives, upon reasonable prior notice, shall have access to the Tim Hortons Area during normal business hours for the purposes of examining or inspecting the condition of same. Such inspection shall be performed in such a manner as to minimize, to the extent practicable, interference with the Licensee's conduct of its business. In the event of any emergency, the Licensors shall have access to the Tim Hortons Area without prior notice for the purpose of examining, inspecting or repairing the damage done to the Tim Hortons Area.
- 5.5 The Licensee shall continuously operate the Tim Hortons Area at a minimum between the hours of 7:00 a.m. and 1:00 a.m. (18 hours), every day of the year including all statutory holidays. Any changes to these hours of operation shall require the prior written approval of the Licensors.
- 5.6 If requested by the Licensors, in its sole discretion, the Licensee shall (or shall cause its sublicensee(s) to) participate in one or more of the Licensors' complimentary food and beverage programs for patrons of the Casino Complex, provided that the terms of any participation by the Licensee (and, if applicable, its sublicensee(s)) shall be agreed to in a separate agreement on terms and conditions mutually acceptable to the Licensors and the Licensee.
- 5.7 The Licensors agree to forward to the Licensee any direct customer feedback regarding any of the services or operations conducted by the Licensee in the Tim Hortons Area. Upon receipt of such customer feedback, the Licensee shall promptly take commercially reasonable efforts to respond to and address concerns raised by any such feedback. Upon the request of the Licensors, the Licensee shall deliver evidence to the Licensors of the actions taken by the Licensee to appropriately respond to and address the customer feedback. In addition, the Licensee agrees to promptly respond to and keep copies of any customer feedback in accordance with the requirements of this Section. The Licensee agrees to forward to the Licensors any customer feedback or complaints which are received directly by the Licensee.
- 5.8 At all times during the Term, the Licensee shall:
- (a) maintain an adequate number of personnel and products in all parts of the Tim Hortons Area to ensure a high level of customer service for the patrons of the Casino Complex;
 - (b) provide well-managed, clean and efficient facilities and services and high-quality products to the patrons of the Casino Complex;
 - (c) provide good, prompt, friendly, courteous and efficient service adequate to meet all reasonable demands of the patrons of the Casino Complex;
 - (d) ensure that all employees who have contact with customers of the Casino Complex complete appropriate customer service training; and
 - (e) promptly provide to the Licensors copies of all inspections of the Tim Hortons Area from any governmental or regulatory authorities.

ARTICLE 6
PROPERTY AND EQUIPMENT OF LICENSEE

- 6.1 The Licensee shall provide its own furniture and equipment for use within the Tim Hortons Area.
- 6.2 The Licensee shall obtain the Licensor's prior written consent before the installation of any heating, ventilation and air condition system or ventilation equipment ("**HVAC System**") in any part of the Tim Hortons Area. Any HVAC System in the Tim Hortons Area shall be maintained and replaced by the Licensee at its sole cost and expense, and the Licensee shall ensure that such HVAC System complies with all applicable laws and building codes at all times. The Licensee shall ensure that the HVAC System and the ducts used in or supporting the HVAC System for the Tim Hortons Area are kept free and clear of obstructions at all times and will promptly comply with the directions of the Licensor or the Operator with respect to clearance, if any, between such vents and ducts and any fixtures or personal property located in the Tim Hortons Area.
- 6.3 The Licensee shall comply with all applicable laws with respect to any drainage and sewage systems including, without limitation, all appropriate machinery, equipment, grease traps, fixtures and improvements on or used in connection with the Tim Hortons Area, all of which shall be maintained to the appropriate industry standard at the Licensee's sole expense. Any grease traps required for the Tim Hortons Area shall be the responsibility of the Licensee to maintain and clean, and shall be installed wholly within the Tim Hortons Area.
- 6.4 The Licensee shall comply with all applicable laws (including, without limitation, all federal fire safety and protection standards) with respect to fire suppression systems and related equipment for the Tim Hortons Area, including all appropriate machinery, equipment, furnishings, fixtures and improvements on or used in connection with the Tim Hortons Area, all of which shall be complied with in a timely manner at the Licensee's sole expense. For greater certainty, such standards shall include those applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation of fire protection devices in and for the Tim Hortons Area. At the request of the Licensor, the Licensee will provide certification and verification that all fire suppression systems and related equipment is in working order and being maintained in accordance with all applicable law.

ARTICLE 7
EARLY TERMINATION

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

4120 Yonge Street
Suite 420
Toronto, Ontario
M2P 2B8

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

- 7.2 The Licensee acknowledges and agrees that the rights granted to it pursuant to this Licence are subordinate and subject to the rights granted to the Licensor pursuant to the Sublease and the rights granted to Casino Rama Inc. under the Ground Lease. During the Term, the Licensee shall not do or omit to do any act that would result in a breach of Licensor's obligations as subtenant under the Sublease or Casino Rama Inc.'s obligations as lessee under the Ground Lease. The Licensee hereby acknowledges and agrees that it has received and reviewed a copy of the Sublease and the Ground Lease and is familiar in all respects with the terms thereof. If the Sublease or the Ground Lease is terminated, surrendered, forfeited, disclaimed, cancelled or otherwise deemed unenforceable for any reason, the Licensee agrees that it must forthwith vacate the entire Licensed Area.
- 7.4 The Licensor shall have the right to terminate this Licence in whole or in part by written notice with immediate effect in the event that: (a) the Licensee defaults in the performance of any of its obligations or otherwise fails to comply with any of the provisions of this Licence or its acts or omissions cause a breach of the Sublease or the Ground Lease and such default and/or non-compliance has not been cured within 15 days of the Licensor providing the Licensee written notice thereof; or (b) the Tim Hortons Area is damaged by fire, or otherwise, to such an extent that in the opinion of the Licensor the Tim Hortons Area is not fit for occupation; (c) the Licensee shares possession of or allows any person to occupy any part of the Tim Hortons Area, without the prior written consent of the Licensor not to be unreasonably withheld, or (d) any of the goods or chattels of the Licensee shall be at any time during the Term seized or taken in execution or attachment, or if the Licensee shall make an assignment for the benefit of creditors, or shall become bankrupt or insolvent, or make a proposal to its creditors. Such notice shall be sent to it at:

5884 Rama Road, Suite 200
Rama, Ontario
L3V 6H6

Telecopier: (705) 325-0879
Attention: President

ARTICLE 8
INDEMNITIES

- 8.1 The Licensee agrees that the Indemnified Parties shall not be liable or in any way responsible for, and shall be indemnified and saved harmless by the Licensee from and against any/all actions, claims, demands, proceedings, liabilities, damages, costs (including all legal costs on a solicitor/client full indemnity basis) and expenses whatsoever which may be brought, assessed, incurred or made against the Licensor and/or the Operator in respect of injury, loss or damage to persons or property arising out of, or by reason of, or in any way relating to:
- (a) any bodily injury or death arising from any occurrence in, upon or at the Tim Hortons Area or any area or part thereof
 - (b) any loss or damage to any property belonging to the Licensee or its employees or licensees or any other person in, upon or at the Tim Hortons Area or any area or part thereof;

- (c) any act or omission of the Licensee or any of its servants, agents, employees, contractors or persons for whom the Licensee is in law responsible in the Tim Hortons Area or any area or part thereof; or
- (d) the failure of the Licensee to promptly perform or observe or otherwise comply with any provision of this Licence to be performed or observed or otherwise complied with by the Licensee.

8.2 The Indemnifier agrees with the Licensor and the other Indemnified Parties as follows:

- (a) during the Term, the Indemnifier shall be the sole owner, either directly or indirectly, of the Shares;
- (b) if the Licensee defaults in the payment of any amount payable under this Licence or in the due performance of any other obligation of the Licensee under this Licence, the Indemnifier shall forthwith upon demand by the Licensor, pay to the Licensor any amount so payable and all damages that may arise upon the default by the Licensee in the payment thereof or in the due performance of any such obligation;
- (c) the Indemnifier shall be jointly and severally bound with the Licensee to the Licensor for the performance of the obligations of the Licensee under this Licence and its liability shall be that of a direct and primary obligor and not merely that of a surety;
- (d) if the Licensee defaults under this Licence, the Licensor may proceed against the Indemnifier as if it were the Licensee, without waiving any of its rights against the Licensee and without any requirement that the Licensor shall first have proceeded against the Licensee or had recourse to or exhausted any of its remedies against the Licensee;
- (e) the obligations of the Indemnifier and the rights of the Licensor hereunder shall not be affected or in any way prejudiced or impaired by any delay, neglect or forbearance by the Licensor in enforcing performance by the Licensee of its obligations under this Licence or by the granting by the Licensor to the Licensee of any extension of time or by any waiver by the Licensor of any of the Licensee's obligations or by any assignment or sublicense or other dealing by the Licensee with this Licence or the Tim Hortons Area whether with or without the consent of the Licensor or by any want of notice to the Indemnifier or by any dealing between the Licensor and the Licensee with or without notice to the Indemnifier whereby the respective obligations and rights of either the Licensor or the Licensee are amended including any amendment of the Licence or by any other act or failure to act by the Licensor which would release, discharge or affect the obligations of the Indemnifier if it were a mere surety, and with the intent that this indemnity shall not be released or affected or the rights of the Licensor hereunder in any way impaired until such time as all the obligations of the Licensee under this Licence have been fully performed and satisfied;
- (f) the obligations of the Indemnifier hereunder shall not be released, discharged or affected by the bankruptcy or insolvency of the Licensee or any proposal made by it to its creditors or any disclaimer of this Licence pursuant to the *Bankruptcy and Insolvency Act* (Canada) or any successor or similar legislation, or any disclaimer by any trustee in bankruptcy of the Licensee or by the Licensee ceasing to exist (whether by winding-up, forfeiture, cancellation or surrender of charter, or any other circumstance) or by any event terminating this Licence; and
- (g) the obligations of the Indemnifier hereunder may be assigned by the Licensor, will benefit and be enforceable by the successors and assigns of the Licensor and shall bind the heirs, executors and legal representatives and the successors and assigns of the Indemnifier.

8.3 The indemnities set forth in Sections 1.8, 8.1, and 8.2, shall survive the expiration or earlier termination of this Licence.

ARTICLE 9

GENERAL

- 9.1 This Licence is personal to the Licensee. The Licensee shall not assign or sublicense all or any part of the Tim Hortons Area without the prior written consent of the Licensor, not to be unreasonably withheld. The Licensor hereby consents to Morningstar Hospitality Services Inc. exercising the rights granted to the Licensee hereunder pursuant to a Food Services Agreement with the Indemnifier. The Licensee and the Indemnifier hereby agree that, notwithstanding the exercise of rights granted to the Licensee hereunder by Morningstar Hospitality Services Inc. pursuant to the Food Services Agreement, the Licensee and the Indemnifier remain liable for the performance of all of the obligations and covenants of the Licensee and the Indemnifier hereunder. The Licensee and the Indemnifier hereby acknowledge that the Licensor has not reviewed, has not been provided a copy of and does not in any way whatsoever approve the terms, conditions and provisions of the Food Services Agreement with Morningstar Hospitality Services Inc.
- 9.2 This Licence may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 9.3 It is mutually agreed that any and all prior agreements, written or verbal, express or implied between the parties, relating to or in any way connected with the Tim Hortons Area are declared null and void and are superseded by the terms of the present Licence. The parties agree that this Licence constitutes the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied therein.
- 9.4 This Licence and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein (but without giving effect to any conflict of laws rules). The parties agree that the Courts of the Province of Ontario shall have jurisdiction to entertain any action or legal proceedings based on any provisions of this Licence. Each party hereto does hereby attorn to the jurisdiction of the Courts of the province of Ontario.
- 9.5 During the Term, the Licensee shall not suffer or permit any construction liens or other liens or encumbrances to be filed or registered against the Tim Hortons Area or the Casino Complex or upon the estate of the Licensor therein. If such a lien or encumbrance, is filed or registered, the Licensee shall at its sole cost and expense cause it to be vacated and/or discharged within 10 days after notice of registration or filing, as the case may be, failing which the Licensor, without obligation to do so, may satisfy, vacate or discharge such lien or encumbrance in which event the amount paid by the Licensor for such purpose, including ancillary expenses and bond premiums, shall thereupon become forthwith due and payable to the Licensor by the Licensee.
- 9.6 The parties agree that the Licensor may delegate any of its obligations or rights of approval under this Licence to the Operator from time to time without notice to the Licensee. As of the date of this Licence the Operator is CHC Casinos Canada Limited. The Licensor may, from time to time in its discretion, appoint a different Operator for the Casino Complex. If the Licensor appoints a new Operator during the Term, the Licensor shall provide reasonable written notice to the Licensee of the identity and contact information of the new Operator.

- 9.7 This Licence and any subsequent notices and/or agreements in connection herewith from time to time may be executed by fax, email, PDF and/or in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same lease, notice and/or agreement, and which shall become effective when one or more counterparts have been signed by each of the parties and delivered (by fax, email, PDF or otherwise) to the other parties.

[SIGNATURE PAGES TO FOLLOW]

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

CHIPPEWAS OF RAMA FIRST NATION

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

I/We have the authority to bind the First Nation

ONTARIO LOTTERY AND GAMING CORPORATION

Per:

Name: Gregory McKenzie

Title: Executive Vice President, Chief Operating Officer

Per:

Name: Barbara Anderson

Title: Senior Vice President, Chief Financial Officer

I/We have the authority to bind the corporation

1176290 ONTARIO LIMITED

Per:

Name: _____

Title: _____

Per:

Name: _____

Title: _____

I/We have the authority to bind the corporation

SCHEDULE A
TIM HORTONS AREA AND COMMON AREAS

(See Attached)



SCHEDULE B
SERVICING AREAS

(See Attached)



SCHEDULE 10

[Intentionally Deleted]

SCHEDULE 11

[Intentionally Deleted]

SCHEDULE 12

[Intentionally Deleted]

SCHEDULE 13
TRADE-MARKS



SCHEDULE 14

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SCHEDULE 15

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SCHEDULE 16

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SCHEDULE 17

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SCHEDULE 18

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(150-G457)

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:

Procedural Services 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.

TODD DECKER
Clerk of the Legislative Assembly.

(8699) T.F.N

Applications to Provincial Parliament Demandes au Parlement provincial

THE BEECHWOOD CEMETERY COMPANY

NOTICE IS HEREBY GIVEN that on behalf of The Beechwood Cemetery Company, an application will be made to the Legislative Assembly of the Province of Ontario for

for special legislation to amend *An Act to incorporate "The Beechwood Cemetery Company of the City of Ottawa"*, being chapter 149 of the Statutes of Ontario, 1873, as amended by Acts enacted in 1894, 1914, 1921, 1928, 1962-63 and 2013 (the "Act"). The company is also governed by *The Beechwood Cemetery Company of the City of Ottawa Act, 1956*.

The special legislation is being applied for to amend the Act so as to take into account changes to the laws of Ontario governing corporations and cemeteries and to modernize some of the provisions relating to the governance of the board of directors. The proposed amendments are: to increase the term limit of directors on the board of directors from one year to three years; to provide that the written consent of at least 80 per cent of the directors of the board shall be required to authorize the sale or other disposition of any of the lands owned by the company; and to repeal certain provisions concerning the earned surplus of the company that are obsolete and inconsistent with provisions of the *Funeral, Burial and Cremation Services Act, 2002*.

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

Dated at Ottawa, Ontario, this 6th day of September, 2017.

The Beechwood Cemetery Company
Per: TIMOTHY G. KILLAM, President

(150-P273) 38, 39, 40, 41

NOTICE OF APPLICATION TO AMEND THE *VICTORIA UNIVERSITY ACT, 1981*

NOTICE IS HEREBY GIVEN that on behalf of the City of Toronto an application will be made to the Legislative Assembly of the Province of Ontario for an Act to amend the *Victoria University Act, 1981* to remove a property tax exemption for lands that Victoria University owns but does not use or occupy thereby making the *Victoria University Act, 1981* consistent with the *Assessment Act* and the enabling legislation for other public universities in Toronto. The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

Dated at City of Toronto, this 2nd day of October, 2017

MIKE ST. AMANT
Treasurer, City of Toronto

(150-P301) 40, 41, 42, 43

NOTICE OF APPLICATION TO REVIVE CORPORATION

NOTICE IS HEREBY GIVEN that on behalf of 1759363 Ontario Ltd., an application will be made to the Legislative Assembly of the Province of Ontario for an Act to revive the Corporation.

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

Dated at St. Catharines, Ontario this 27th day of September, 2017.

PAUL J. WINTEMUTE
Solicitor
On behalf of 1759363 Ontario Ltd.

(150-P302) 40, 41, 42

NOTICE OF APPLICATION TO REVIVE CORPORATION

NOTICE IS HEREBY GIVEN that on behalf of John Van Elsen application will be made to the legislative Assembly of the Province of Ontario for an act to revive J Van Elsen Holdings Limited.

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

Dated: Mississauga, this 4th day of October, 2017.

JOHN VAN ELSSEN

(150-P314) 41, 42, 43, 44

Corporation Notices Avis relatifs aux compagnies

NOTICE OF APPOINTMENT OF LIQUIDATOR TARN FINANCIAL CORPORATION (THE "CORPORATION")

NOTICE IS HEREBY given pursuant to subsection 210 (4) of the *Business Corporations Act* (Ontario) that by Order of the Ontario Superior Court of Justice dated September 15, 2017, KPMG Inc., was appointed as Liquidator of the Corporation listed above, effective as of September 25, 2017.

Dated this 28th day of September, 2017.

KPMG Inc., Liquidator
c/o MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

KYLA E.M. MAHAR
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Lawyers for the Liquidator

(150-P315)

Sheriff's Sale of Lands Ventes de terrains par le shérif

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Court of Appeal for Ontario at Woodstock, Ontario dated September 30, 2015, Court File C60137 and Court File Number 90/10 (Sheriff's File 15-263) to me directed, against the real and personal property of *Lisa Ann Hughes*, Respondent, at the suit of Michael Lorne Junker, Applicant, I have seized and taken in execution all the right, title, interest and equity of redemption of Lisa Ann Hughes in and to:

837 Springbank Avenue, Woodstock, Ontario N4T 1T5 and legally described as Lot 9, Plan 41M-221, s/t right of re-entry as in CO3893, Woodstock, as registered in Land Registry Office #41, County of Oxford

All of which said right, title, interest and equity of redemption of Lisa Ann Hughes, respondent, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at:

The Oxford County Courthouse, Court Room #2, 415 Hunter Street, Woodstock, Ontario at 10:00 a.m. on Friday, November 17th, 2017 by Storey's Auctions

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 Mandryk & Morgan, 40 Brock Street West, Tillsonburg, Ontario N4G 2A2.

- 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 4, 2017

Ministry of the Attorney General
County Enforcement Office for
County of Oxford
415 Hunter Street, Woodstock, Ontario
N4S 4G6

(150-P316E)

EN VERTU ET CONFORMITÉ d'un bref de saisie-exécution délivré par la Cour d'appel de l'Ontario at Woodstock, Ontario date' September 30, 2015, Cour Fichier C60137 et Cour Fichier Nombre 90/10 (Sheriff's Fichier 15-263) à Insérer vos informations, concernant les biens personnels et réels de Lisa Ann Hughes, la partie défenderesse, à la demande de Michael Lorne Junker, la partie demanderesse, j'ai saisi tous les droits, titres, intérêts et droits de rachat en equity de Lisa Ann Hughes relatifs à :

837 Springbank Avenue, Woodstock, Ontario N4T 1T5 and legally described as Lot 9, Plan 41M-221, s/t right of re-entry as in CO3893, Woodstock, as registered in Land Registry Office #41, County of Oxford

Je dois mettre en vente aux enchères publiques tous lesdits droits, titres, intérêts et droits de rachat en equity de Lisa Ann Hughes, la partie défenderesse, desdits terrains et tènements décrits ci-dessus, sous réserve des conditions énoncées ci-après au.

The Oxford County Courthouse, Court Room #2, 415 Hunter Street, Woodstock, Ontario at 10:00 a.m. on Friday, November 17th, 2017 by Storey's Auctions

CONDITIONS :

L'acheteur assume l'entière responsabilité des hypothèques, des charges, des privilèges, des impôts impayés et de toute autre charge. Aucune garantie n'est donnée quant au titre du terrain ou aux motifs de la vente. Il incombe à l'acheteur éventuel de vérifier ces questions.

MODALITÉS :

- Dépôt de 10 % du prix de l'offre ou de 1 000,00 \$, selon le plus élevé des deux montants.
- À payer au moment de la vente par l'acheteur retenu.
- Le dépôt est déductible du prix d'achat.
- Le dépôt n'est pas remboursable.
- L'acheteur dispose de dix jours ouvrables à compter de la date de vente pour obtenir le financement nécessaire et payer le solde en entier à Mandryk & Morgan, 40 Brock Street West, Tillsonburg, Ontario N4G 2A2..
- Tous les paiements sont effectués en espèces ou par chèque certifié à l'ordre du ministre des Finances.
- Un acte formaliste unilatéral sera fourni à l'acheteur par le shérif seulement lorsque le paiement aura été effectué en entier.
- D'autres modalités pourraient s'ajouter.

CETTE VENTE PEUT ÊTRE ANNULÉE PAR LE SHÉRIF EN TOUT TEMPS ET SANS PRÉAVIS AU COURS DE LA PÉRIODE DE MISE EN VENTE.

Remarque : Aucun employé du ministère du Procureur général ne peut acheter des biens ou des biens meubles, des terrains ou des immeubles offerts en vente par un shérif dans le cadre d'une saisie judiciaire, que ce soit directement ou indirectement.

Date : October 4, 2017

Ministry of the Attorney General
County Enforcement Office for
County of Oxford
415 Hunter Street, Woodstock, Ontario
N4S 4G6

(150-P316F)

Sale of Land for Tax Arrears By Public Tender Ventes de terrains par appel d'offres pour arriéré d'impôt

FORM 6

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF NORFOLK COUNTY

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 November 9, 2017, at the Municipal Office, 50 Colborne Street S., Simcoe, ON N3Y 4H3.

The tenders will then be opened in public on the same day as soon as possible after 3:00 p.m. at the Municipal Office, 50 Colborne Street S., Simcoe.

Description of Land(s):

ROLL NO. 33 10 543 020 01600 0000, 905 FORESTRY FARM RD, PIN 50130-0191 LT, PT LT 24 CON 6 SOUTH WALSINGHAM AS IN NR554545; NORFOLK COUNTY, FILE NKNK14-021-TT

Minimum Tender Amount: \$20,183.83

ROLL NO. 33 10 335 020 00800 0000, 13 ALICE ST, PIN 50278-0374 LT, PT LT 1 BLK 25 PL 19B; PT LT 7 CON 8 TOWNSEND PT 1, 2 37R6256; NORFOLK COUNTY, FILE NKNK14-057-TT

Minimum Tender Amount: \$30,392.48

ROLL NO. 33 10 401 010 13500 0000, 40-42 ROBINSON ST, PIN 50225-0097 LT, PT LT C BLK 95 PL 182 PT 1, 2 & 6 37R2609 T/W NR487221; NORFOLK COUNTY, FILE NKNK15-004-TT

Minimum Tender Amount: \$45,403.30

ROLL NO. 33 10 492 007 08100 0000, 454 EAST ST, PIN 50163-0187 LT, LT 21 BLK 22 PL 189; NORFOLK COUNTY, FILE NKNK15-029-TT

Minimum Tender Amount: \$32,983.35

ROLL NO. 33 10 493 040 02425 0000, MCDOWELL RD E, PIN 50192-0348 LT, PT LT 18 CON 8 CHARLOTTEVILLE PT 4 37R8327; NORFOLK COUNTY, FILE NKNK15-030-TT

Minimum Tender Amount: \$8,461.48

ROLL NO. 33 10 334 030 78000 0000, 38 NEW LAKESHORE RD, PIN 50248-0166 LT, PT LT 13 CON 1 WOODHOUSE PT 1 & 2 37R2753; NORFOLK COUNTY, FILE NKNK16-004-TT

Minimum Tender Amount: \$75,736.92

ROLL NO. 33 10 401 007 03700 0000, 101 KING LANE, PIN 50223-0062 LT, LT 159 BLK 60 PL 182; NORFOLK COUNTY, FILE NKNK16-007-TT

Minimum Tender Amount: \$59,436.84

ROLL NO. 33 10 401 010 13400 0000, 44 ROBINSON ST, PIN 50225-0096 LT, PT LT C, D BLK 95 PL 182 PT 1 & 2 37R3844 T/W NR537653; TOWN OF SIMCOE, NORFOLK COUNTY, FILE NKNK16-015-TT

Minimum Tender Amount: \$32,774.57

ROLL NO. 33 10 401 011 21400 0000, 130 COLBORNE ST S, PIN 50214-0028 LT, PT LT 9-10 BLK 107 PL 182 AS IN NR538269 S/T & T/W NR538269; NORFOLK COUNTY, FILE NKNK16-018-TT

Minimum Tender Amount: \$18,162.08

ROLL NO. 33 10 402 010 09000 0000, 691 NORFOLK ST S, PIN 50237-0109 LT, PT LT 1, CON 4, WOODHOUSE BEING PT 1 ON 37R8316; NORFOLK COUNTY, FILE NKNK16-022-TT

Minimum Tender Amount: \$12,846.91

ROLL NO. 33 10 401 003 18100 0000, 300 COLBORNE ST N, PIN 50227-0180 LT, PT LT 2-3 BLK 48 PL 182 AS IN NR468166; S/T INTEREST IN NR468166; NORFOLK COUNTY, FILE NKNK16-025-TT

Minimum Tender Amount: \$26,149.57

ROLL NO. 33 10 543 050 00600 0000, 2808 LAKESHORE RD, PIN 50113-0137 LT, LT 4 S/S FRONT RD PL 30B EXCEPT PT 2 37R5297; NORFOLK COUNTY, FILE NKNK16-035-TT

Minimum Tender Amount: \$15,125.51

ROLL NO. 33 10 544 001 16000 0000, 1057 BAY ST, PIN 50120-0635 LT, PT LT 1 PARKLT F PL 16B AS IN NR541279; NORFOLK COUNTY, FILE NKNK16-037-TT

Minimum Tender Amount: \$12,243.74

ROLL NO. 33 10 545 010 12100 0000, 785 NORFOLK COUNTY RD 28, PIN 50106-0144 LT, PT LT 9 CON 2 HOUGHTON PT 1, 2 37R1474; S/T NR240118; NORFOLK COUNTY, FILE NKNK16-040-TT

Minimum Tender Amount: \$13,693.64

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

Except as follows, the municipality makes no representation regarding the title to, existing interests in favour of the Crown, environmental concerns or any other matters relating to the land(s) to be sold. Any existing Federal or Provincial Crown 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.

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.

H.S.T. may be payable by the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact: **www.Tri-Target.com | Ontario's Tax Sale Community Info@Tri-Target.com** or if no internet access available, contact:

MRS. SUE BOUGHNER
Tax Collector/Manager Revenue &
Taxation
The Corporation of Norfolk County
50 Colborne Street S.
Simcoe, ON N3Y 4H3
(519) 426-5870 Ext. 1280
www.norfolkcounty.ca

(150-P317)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE CITY OF LONDON

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be accepted if sealed in an envelope and clearly marked with the PIN (Property Identification Number) and the Roll Number of the property for which the tender is submitted. A separate tender must be submitted for each property.

Tenders will be received ONLY at the City Tax Office, Room 407, City Hall, City of London until 3:00 p.m. local time on Wednesday, November 22, 2017. The tenders will then be opened in public at Committee Room #2, 2nd floor, City Hall on the same day, immediately following the 3:00 p.m. deadline.

Description of Land(s):

1. Pt Lots 9 & 10, Blk 'I', Plan 296 (3rd) as described in Instrument No. LT289986, City of London, County of Middlesex
PIN: 08281-0208 (LT)
Municipal Address: 491 English St., London, ON N5W 3T6
Roll No.: 39 36 030-100-066-00-0000

Minimum Tender Amount: \$18,392.21

2. Pt Lot 153, Plan 451 (C), as described in Instrument No. 639579, City of London, County of Middlesex
PIN: 08338-0045 (LT)
Municipal Address: 794 Hamilton Rd., London, ON N5Z 1V3
Roll No.: 39 36 040-370-137-00-0000

Minimum Tender Amount: \$25,213.23

3. Pt Blk 'D', Plan 440 (C), as described in Instrument No. 454448, City of London, County of Middlesex
PIN: 08337-0134 (LT)
Municipal Address: 764 Hamilton Rd., London, ON N5Z 1T9
Roll No.: 39 36 040-370-060-00-0000

Minimum Tender Amount: \$16,920.20

4. Lot 35, Plan 434 (3rd), City of London, County of Middlesex
PIN: 08309-0043 (LT)
Municipal Address: 254 Hamilton Rd., London, ON N5Z 1R3
Roll No.: 39 36 050-170-038-00-0000

Minimum Tender Amount: \$98,633.94

5. Pt Lot 24, Conc. 5, as described in Instrument No. LT326843, together with Nos. 301078 & 349332, City of London, County of Middlesex
PIN: 08207-0073 (LT)
Municipal Address: 5308 Wonderland Rd. S., London, ON
Roll No.: 39 36 080-020-182-05-0000

Minimum Tender Amount: \$13,947.25

6. Lot 22, Block 'O', Plan 437 (C), City of London, County of Middlesex
PIN: 08355-0057 (LT)
Municipal Address: 93 Adelaide St. S., London, ON N5Z 3K6
Roll No.: 39 36 050-330-101-00-0000

Minimum Tender Amount: \$38,316.39

7. Pt Block 'D', R.P. 494 (C) and Pt of Gleeson Street, R.P. 494 (C) as closed by ByLaw EL 25618 designated as Parts 2, 3, 14, 15, 16 & 17, Ref Plan 33R12757, City of London, County of Middlesex
PIN: 08289-0051 (LT)
Municipal Address: 475 McCormick Blvd., London, ON N5W 5N1
Roll No.: 39 36 030-060-115-50-0000

Minimum Tender Amount: \$1,796,052.86

8. Part of Lot 5, Concession 1, (formerly London Township) designated as Parts 1, 2, 3, 4, 5 & 6, Plan 33R5073, City of London, County of Middlesex
PIN: 08109-0015 (LT)
Municipal Address: 1781 Oxford St. E., London, ON N5V 2Z6
Roll No.: 39 36 030-290-026-00-0000

Minimum Tender Amount: \$708,941.47

9. Lot 47, Plan M56 Subject to Instrument No. LT31216, City of London, County of Middlesex
PIN: 08472-0200 (LT)
Municipal Address: 118 Millridge Crt., London, ON N5Z 4P4
Roll No.: 39 36 050-510-157-00-0000

Minimum Tender Amount: \$91,905.49

10. Lot 37, Plan 33M272, City of London, County of Middlesex
PIN: 08204-0260 (LT)
Municipal Address: 595 Exeter Rd., London, ON N6E 2Z2
Roll No.: 39 36 060-580-632-00-0000

Minimum Tender Amount: \$2,452,426.64

The sale of these properties is subject to cancellation up to the time of the tender opening without any further notice.

The Minimum Tender Amount represents the cancellation price as of the first day of advertising.

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.

The municipality makes no representation regarding the title or any other matters relating to the land to be sold, including but not limited to the potential existence of environmental contamination, estates and interests of the federal or provincial governments or their agencies, easements and restrictive covenants, and interests acquired by adverse possession. 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, penalties and interest, GST/HST if applicable, 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 the following staff:

Supervisor -Tax Collections
(519) 661-2489 ext 4543
The Corporation of the City of London
Tax Sale Section
City Tax Office, Room 407
300 Dufferin Ave
London ON N6B 1Z2

(150-P318)

MUNICIPAL ACT, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE CITY OF WINDSOR

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 **November 8, 2017** at City of Windsor, 350 City Hall Square West, Room 100, Windsor, Ontario, N9A 6S1. The tenders will then be opened in public on the same day at **3:30pm** local time at 400 City Hall Square East, Suite 409, Windsor, Ontario.

Description of Land(s):

1. **0 Rochelle Street**
PLAN 1020 LOT 413 TO 415 & PT CLOSED ALLEY
Registration PIN #:01262-1434 (LT)
Registration PIN #:01262-1860 (LT)
Roll# 3739-080-700-01100-0000

Minimum Tender Amount: \$4,873.51

2. **0 Rochelle Street**
PLAN 1020 LOT 417 TO 421 & PT CLOSED ALLEY
Registration PIN #:01262-1435 (LT)
Registration PIN #:01262-1861 (LT)
Roll# 3739-080-700-01300-0000

Minimum Tender Amount: \$4,993.59

3. **0 Wildwood Drive**
PLAN 12M268 LOT PT BLK 147 RP 12R21221
PARTS 28 & 29; IRREG
Registration PIN #: 01392-0159 (LT)
Roll# 3739-070-990-09512-0000

Minimum Tender Amount: \$4,729.16

4. **0 Wildwood Drive**
PLAN 12M268 LOT PT BLK 147 RP 12R21221
PARTS 16 TO 19; IRREG
Registration PIN #:01392-0224 (LT)
Roll# 3739-070-990-09510-0000

Minimum Tender Amount: \$4,218.90

5. **0 St Clair Avenue**
PLAN 629 LOT 450 S PT LOT 451; IRREG
Registration PIN #:01583-0424 (LT)
Roll# 3739-080-520-00600-0000

Minimum Tender Amount: \$4,290.18

6. **0 St Clair Avenue**
PLAN 1023 LOTS 824 TO 826 & PT BLK M; IRREG
Registration PIN #:01271-2604 (R)
Roll# 3739-080-190-12400-0000

Minimum Tender Amount: \$4,820.53

7. **0 Daytona Avenue**
PLAN 1033; LOTS 98 & 99
Registration PIN #:01271-2235 (LT)
Roll# 3739-080-160-07000-0000

Minimum Tender Amount: \$4,450.37

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.

Information regarding prescribed forms and tender packages can be found on the City of Windsor's web site www.citywindsor.ca Keyword Search: property tax sale.

Any additional questions regarding this property tax sale please call 311 (Windsor area) or 519-255-2489 (surrounding county) or 1-877-746-4311 (long distance)

(150-P319)

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

2017—10—14

ONTARIO REGULATION 368/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017

Amending O. Reg. 413/05

(VEHICLE WEIGHTS AND DIMENSIONS - FOR SAFE, PRODUCTIVE AND INFRASTRUCTURE-FRIENDLY
VEHICLES)

1. Section 4 of Ontario Regulation 413/05 is amended by striking out “weight limit chart” and substituting “weight limit charts”.

2. Subsection 20 (2) of the Regulation is amended by striking out “weight limit chart” wherever it appears and substituting in each case “weight limit charts”.

3. The Weight Limit Chart in Schedule 1 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS**FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)**

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Other Tractor Axles and Trailer Axles: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle by axle spread: 1.2 < 1.8m: 18,000 kg 1.8m or more (Single Tires): 18,000 kg 1.8m or more (Dual Tires): 19,100 kg Tridem Axle – by axle spread: 2.4 < 3.0m: 21,300 kg 3.0 < 3.6m: 24,000 kg 3.6 to 3.7m: 26,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. Until January 1, 2020, maximum weight in appropriate Vehicle Weight Table (1-15), if semi-trailer Wheelbase (11) or Inter-vehicle-unit Distance (13), as provided in Exceptions note, are less than the minimums specified in the Dimensional Limit Chart

4. The Weight Limit Chart in Schedule 2 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Tractor Tandem Drive Axle by axle spread: 1.2 < 1.8m: 18,000 kg 1.8m or more (Single Tires): 18,000 kg 1.8m or more (Dual Tires): 19,100 kg Trailer Axles: i. If tandem axle spread is 1.2 < 1.8m or there are single tires on any wheel of trailer: 1. self-steer axle (load equalized): 9,000 kg 2. self-steer axle (not load equalized): 7,500 kg 3. tandem axle (load equalized): 18,000 kg 4. tandem axle (not load equalized): 15,000 kg ii. If tandem axle spread is 1.8 to 2.8m and there are no single tires on any wheel of trailer: 1. self-steer axle (load equalized): 9,550 kg 2. self-steer axle (not load equalized): 8,000 kg 3. tandem axle (load equalized): 19,100 kg 4. tandem axle (not load equalized): 16,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lowest of i, ii and iii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length: < 13m: 46,000 kg 13m < 13.75m: 49,000 kg 13.75m < 14.5m: 51,000 kg 14.5m < 15m: 53,000 kg 15m or more: 55,000 kg iii. Until January 1, 2020, maximum weight in appropriate Vehicle Weight Table (9-15), if Semi-trailer Wheelbase (11), as provided in Exceptions note, is less than the minimum specified in the Dimensional Limit Chart

5. The Weight Limit Chart in Schedule 3 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive Axle – by tandem axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Trailer Axles – by tridem axle spread: i. tridem axle spread is 3.0 < 3.6m: 1. self-steer axle (load equalized): 8,000 kg 2. self-steer axle (not load equalized): 6,900 kg 3. tridem axle (load equalized): 24,000 kg 4. tridem axle (not load equalized): 20,700 kg ii. tridem axle spread is 3.6 to 3.7m: 1. self-steer axle (load equalized): 8,500 kg 2. self-steer axle (not load equalized): 7,400 kg 3. tridem axle (load equalized): 25,500 kg 4. tridem axle (not load equalized): 22,200 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lowest of i, ii and iii)	i. actual weight on the front axle plus other axle maximums ii. Maximum weight based on base length: < 16.5: 54,000 kg 16.5m < 17.5m: 56,000 kg 17.5m < 18.25m: 58,000 kg 18.25m < 18.75m: 59,000 kg 18.75m < 19.25m: 60,000 kg 19.25m or more: 60,800 kg iii. Until January 1, 2020, maximum weight in appropriate Vehicle Weight Table (16-22), if Semi-trailer Wheelbase (11) or Inter-vehicle-unit Distance (13), as provided in Exceptions note, are less than the minimums specified in the Dimensional Limit Chart

6. The Weight Limit Chart in Schedule 4 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive Axle – By tandem axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Trailer Axles: 1) self-steer axle (load equalized): 7,500 kg 2) self-steer axle (not load equalized): 6,600 kg 3) tridem axle (load equalized): 22,500 kg 4) tridem axle (not load equalized): 19,800 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length and inter-vehicle-unit distance: < 17.75m base length: 3.0m < 3.3m: 55,000 kg 3.3m < 3.6m: 56,000 kg 3.6m or more: 57,000 kg 17.75m < 18.50m base length: 3.0m < 3.3m: 57,500 kg 3.3m < 3.6m: 59,000 kg 3.6m or more: 59,500 kg 18.50m < 19.25m base length: 3.0m < 3.3m: 59,000 kg 3.3m < 3.6m: 60,500 kg 3.6m or more: 61,000kg 19.25m or more base length: 3.0m < 3.3m: 60,000 kg 3.3m < 3.6m: 62,000 kg 3.6m or more: 63,500 kg

7. The Weight Limit Chart in Schedule 5 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm

Feature	Weight Limit
c) by axle unit description	Tractor Drive Axle – By tandem axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Trailer Axles: 1. self-steer axle (load equalized): 7,500 kg 2. self-steer axle (not load equalized): 6,600 kg 3. tridem axle (load equalized): 22,500 kg 4. tridem axle (not load equalized): 19,800 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length and inter-vehicle-unit distance: < 17.75m base length: 3.2m < 3.3m: 55,000 kg 3.3m < 3.6m: 56,000 kg 3.6m or more: 57,000 kg 17.75m < 18.50m base length: 3.2m < 3.3m: 57,500 kg 3.3m < 3.6m: 59,000 kg 3.6m or more: 59,500 kg 18.50m < 19.25m base length: 3.2m < 3.3m: 59,000 kg 3.3m < 3.6m: 60,500 kg 3.6m or more: 61,000kg 19.25m or more base length: 3.2m < 3.3m: 60,000 kg 3.3m < 3.6m: 62,000 kg 3.6m or more: 63,500 kg

8. The Weight Limit Chart in Schedule 6 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive axle – By tandem axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Trailer Axles: 1. self-steer axle (load equalized): 6,500 kg 2. self-steer axle (not load equalized): 5,750 kg 3. quadruple axle (load equalized): 26,000 kg 4. quadruple axle (not load equalized): 23,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lowest of i, ii and iii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length: < 17.75m: 58,000 kg 17.75m < 18.25m: 59,000 kg 18.25m < 18.75m: 60,000 kg 18.75m < 19.25m: 61,500 kg 19.25m or more: 63,500 kg iii. 62,500 kg, if the base length is 19.25m or more and front axle weight is less than 6,000 kg

9. The Weight Limit Chart in Schedule 7 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit type	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive Axle – By tandem axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Trailer Axles: 1) self-steer axle (load equalized): 6,500 kg 2) self-steer axle (not load equalized): 5,750 kg 3) quadruple axle (load equalized): 26,000 kg 4) quadruple axle (not load equalized): 23,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lowest of i, ii and iii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length and inter-vehicle-unit distance: < 17.75m base length: 3.0m < 3.3m: 55,000 kg 3.3m < 3.6m: 56,500 kg 3.6m or more: 57,000 kg 17.75m < 18.50m base length: 3.0m < 3.3m: 57,500 kg 3.3m < 3.6m: 59,000 kg 3.6m or more: 59,500 kg 18.50m < 19.25m base length: 3.0m < 3.3m: 59,000 kg 3.3m < 3.6m: 60,500 kg 3.6m or more: 61,000 kg 19.25m or more base length: 3.0m < 3.3m: 60,500 kg 3.3m < 3.6m: 62,000 kg 3.6m or more: 63,500 kg iii. 62,500 kg, if the base length is 19.25m or more, the inter-vehicle-unit distance is 3.6m or more, and front axle weight is less than 6,000 kg

10. The Weight Limit Chart in Schedule 8 to the Regulation is revoked and the following substituted:**WEIGHT LIMIT CHARTS****FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)**

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive Axle – by tridem axle spread: 2.4 < 2.7m: 21,300 kg 2.7 to 2.8m: 22,000 kg Trailer Axles: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem axle – by axle spread: 1.2 < 1.8m: 18,000 kg 1.8m or more (Single Tires): 18,000 kg 1.8m or more (Dual Tires): 19,100 kg Tridem Axle – by axle spread: 2.4 < 3.0m: 21,300 kg 3.0 < 3.6m: 24,000 kg 3.6 to 3.7m: 26,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

11. The Weight Limit Chart in Schedule 9 to the Regulation is revoked and the following substituted:**WEIGHT LIMIT CHARTS****FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)**

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm

Feature	Weight Limit
c) by axle unit description	Tractor Drive Axle – by tridem axle spread: 2.4 < 2.7m: 21,300 kg 2.7 to 2.8m: 22,000 kg Trailer Axles: i. If tandem axle spread is 1.2 < 1.8m or there are single tires on any wheel of trailer: 1. self-steer axle (load equalized): 9,000 kg 2. self-steer axle (not load equalized): 7,500 kg 3. tandem axle (load equalized): 18,000 kg 4. tandem axle (not load equalized): 15,000 kg ii. If tandem axle spread is 1.8 to 2.8m and there are no single tires on any wheel of trailer: 1. self-steer axle (load equalized): 9,550 kg 2. self-steer axle (not load equalized): 8,000 kg 3. tandem axle (load equalized): 19,100 kg 4. tandem axle (not load equalized): 16,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length: < 16.0m: 55,000 kg 16.0m < 16.75m: 56,500 kg 16.75m or more: 58,350 kg

12. The Weight Limit Chart in Schedule 10 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive Axle – by tridem axle spread: 2.4 < 2.7m: 21,300 kg 2.7 to 2.8m: 22,000 kg Trailer Axles: – by tridem axle spread i. 3.0 < 3.6m 1. self-steer axle (load equalized): 8,000 kg 2. self-steer axle (not load equalized): 6,900 kg 3. tridem axle (load equalized): 24,000 kg 4. tridem axle (not load equalized): 20,700 kg ii. 3.6 to 3.7m 1. self-steer axle (load equalized): 8,500 kg 2. self-steer axle (not load equalized): 7,400 kg 3. tridem axle (load equalized): 25,500 kg 4. tridem axle (not load equalized): 22,200 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. 63,500 kg

13. The Weight Limit Chart in Schedule 11 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Other Tractor Axles and Trailer Axles: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle – by axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. 1. Until December 31, 2020, A. if long combination or one of its trailers was built after 2005, maximum weight based on number of axles: 5: 41,900 kg 6: 49,800 kg 7 or 8: 53,500 kg B. if not long combination and both trailers are built before 2006, AGVW is amount shown in appropriate Vehicle Weight Tables 3 to 29 2. After 2020, maximum weight based on number of axles: 5: 41,900 kg 6: 49,800 kg 7 or 8: 53,500 kg

14. The Weight Limit Chart in Schedule 12 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Other Tractor and Trailer Axles: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle – by axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Tridem Axle – by axle spread 2.4 < 3.0m: 21,300 kg 3.0 to 3.1: 24,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. if a 7, 8 or 9-axle combination, maximum weight based on number of axles and base length: 1. If 7-axle combination: < 17.0: 56,500 kg 17<18m: 57,000 kg 18<19m: 58,500 kg 19m or more: 60,300 kg 2. If 8 or 9-axle combination: < 19.0 : 61,000 kg 19.0<19.5m: 62,000 kg 19.5<20.5m: 63,000 kg 20.5m or more: 63,500 kg

15. The Weight Limit Chart in Schedule 13 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Other Tractor and Trailer Axles: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle – by axle spread 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. 1. Until December 31, 2020, A. if long combination or one of its trailers was built after 2005, maximum weight based on number of axles: 5: 41,900 kg 6: 49,800 kg 7: 54,600 kg 8: 58,500 kg B. if not long combination and both trailers are built before 2006, amount shown in appropriate Vehicle Weight Tables 3 to 29 2. After 2020, maximum weight based on number of axles: 5: 41,900 kg 6: 49,800 kg 7: 54,600 kg 8: 58,500 kg

16. The Weight Limit Chart in Schedule 14 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Other Tractor Axles and Trailer Axles: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle: 18,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

17. The Weight Limit Chart in Schedule 15 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tractor Drive Axle – by tandem axle spread: 1.2 < 1.8m : 18,000 kg 1.8 to 1.85m (single tires): 18,000 kg 1.8 to 1.85m (dual tires): 19,100 kg Trailer: Tandem axle (load equalized): 16,000 kg Tandem axle (not load equalized): 14,000 kg Tridem axle (load equalized): 24,000 kg Tridem axle (not load equalized): 21,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. 62,000 kg if actual front axle weight is less than 6,000 kg 63,000 kg if actual front axle weight is 6,000 kg to less than 7,000 kg 63,500 kg if actual front axle weight is 7,000 kg or more

18. The Weight Limit Chart in Schedule 16 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Tag Axle – 10 kg × combined tire widths in mm Tag Axle (vehicle manufactured before July 1, 2011) – 11 kg × combined tire widths in mm Drive Axle – 10 kg × combined tire widths in mm
c) by axle unit description	Single Drive Axle (Single Tires): 9,000 kg Single Drive Axle (Dual Tires): 10,000 kg Single Drive Axle (Dual Tires) on Urban Transit Bus not equipped with a tag axle: 11,400 kg Tag Axle (by Two Axle Group spacing) 1.2 < 1.3m : 6,300 kg 1.3 < 1.4m: 6,700 kg 1.4 < 1.5m: 7,000 kg 1.5 < 1.85m: 7,400 kg Tandem Drive Axle: 18,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

19. The Weight Limit Chart in Schedule 17 to the Regulation is revoked and the following substituted:**WEIGHT LIMIT CHARTS****FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)**

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Tag Axle: 10 kg × combined tire widths in mm Tag Axle (Vehicle built before July 1, 2011): 11 kg × combined tire widths in mm Drive Axle: 10 kg × combined tire widths in mm
c) by axle unit description	Single Drive Axle (Single Tires): 9,000 kg Single Drive Axle (Dual Tires): 10,000 kg Tag Axle (by Two Axle Group spacing) 1.2 < 1.3m: 6,300 kg 1.3 < 1.4m: 6,700 kg 1.4 < 1.5m: 7,000 kg 1.5 < 1.85m: 7,400 kg Tandem Drive Axle: 18,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

20. The Weight Limit Chart in Schedule 18 to the Regulation is revoked and the following substituted:**WEIGHT LIMIT CHARTS****FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)**

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by sum of tire widths	10 kg × combined tire widths in mm
c) by axle unit description	Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Single Drive Axle (Dual Tires) on Urban Transit Bus: 11,400 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

21. The Weight Limit Chart in Schedule 19 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Drive Axle: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

22. The Weight Limit Chart in Schedule 20 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tandem Drive Axle by axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.88m (Single tires): 18,000 kg 1.8 to 1.88m (Dual Tires): 19,100 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. maximum weight based on base length: < 4.5m: 25,000 kg 4.5m < 4.7m: 26,000 kg 4.7m < 4.9m: 27,000 kg 4.9m or more: 28,100 kg

23. The Weight Limit Chart in Schedule 21 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Auxiliary axle: 11 kg × combined tire widths in mm Not auxiliary axle: 10 kg × combined tire widths in mm
c) by axle unit description	Auxiliary axle (load-equalized): 6,000 kg Auxiliary axle (not load-equalized): 4,500 kg Tandem drive axle (load-equalized): 18,000 kg Tandem drive axle (not load-equalized): 15,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus other axle maximums

24. The Weight Limit Chart in Schedule 22 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 10,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Tandem Axle by axle spread: 1.2 < 1.6m: 17,000 kg 1.6 to 2.7m: 18,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tandem Axle by axle spread: 1.2 < 1.8m : 18,000 kg 1.8 to 1.88m (Single Tires): 18,000 kg 1.8 to 1.88m (Dual Tires): 19,100 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. 32,000 kg if the truck is drawing a trailer or has an effective wheelbase of 5.3 < 6.0m 37,100 kg if the truck has an effective wheelbase of 6.0m or greater and is not drawing a trailer

25. The Weight Limit Chart in Schedule 23 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	i. If tandem axle spread is 1.2 < 1.8m or there are single tires on any wheel: 1. self-steer axle (load equalized): 9,000 kg 2. self-steer axle (not load equalized): 7,500 kg 3. tandem drive axle (load equalized): 18,000 kg 4. tandem drive axle (not load equalized): 15,000 kg ii. If tandem axle spread is 1.8 to 1.88m and there are no single tires on any wheel: 1. self-steer axle (load equalized): 9,550 kg 2. self-steer axle (not load equalized): 8,000 kg 3. tandem drive axle (load equalized): 19,100 kg 4. tandem drive axle (not load equalized): 16,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus the other axle maximums

26. The Weight Limit Chart in Schedule 24 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 9,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tridem Axle by axle spread: 2.4 < 2.7m : 21,300 kg 2.7 to 2.8m: 22,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus the other axle maximums

27. The Weight Limit Chart in Schedule 25 to the Regulation is revoked and the following substituted:**WEIGHT LIMIT CHARTS****FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)**

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 10,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Tandem Axle by axle spread: 1.2 < 1.6m: 17,000 kg 1.6 to 2.7m: 18,000 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tridem Axle by axle spread 2.4 < 2.7m : 21,300 kg 2.7 to 2.8m: 22,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight:	actual weight on the front axle plus the other axle maximums

28. The Weight Limit Chart in Schedule 26 to the Regulation is revoked and the following substituted:**WEIGHT LIMIT CHARTS****TRUCK WEIGHTS**

Feature	Weight Limit
Truck Weights	Refer to appropriate Weight Limit Charts (Schedules 19-25)

TRAILER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle by axle spread: 1.2 < 1.8m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg Tridem Axle by axle spread: 2.4 < 3.0m: 21,300 kg 3.0 < 3.6m: 24,000 kg 3.6 to 3.7m: 26,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. AGVW of Designated Truck plus trailer axle maximums ii. Until December 31, 2025, 1. if trailer is built before July, 2011, the weight in Vehicle Weight Table 30 2. if trailer is built after June, 2011, has a tridem axle, a wheelbase less than 8.75m and is drawn by Designated Truck 1, 37,350 kg 3. if neither 1 nor 2 applies, A. if trailer wheelbase is less than 8.75m, the weight in Vehicle Weight Table 31 B. if trailer wheelbase is 8.75m or greater, the weight in Vehicle Weight Table 30 After 2025, 1. if trailer has a tridem axle, a wheelbase less than 8.75m and is drawn by Designated Truck 1, 37,350 kg 2. if 1 does not apply, A. if trailer wheelbase is less than 8.75m, the weight in Vehicle Weight Table 31 B. if trailer wheelbase is 8.75m or greater, the weight in Vehicle Weight Table 30

29. The Weight Limit Chart in Schedule 27 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

TRUCK WEIGHTS

Feature	Weight Limit
Truck Weights	Refer to appropriate Weight Limit Charts (Schedules 20-25)

TRAILER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified the sum of the maximum tire load ratings,
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	i. If tandem axle spread is 1.2 < 1.8m or there are single tires on any wheel: 1. self-steer axle (load equalized): 9,000 kg 2. self-steer axle (not load equalized): 7,500 kg 3. tandem axle (load equalized): 18,000 kg 4. tandem axle (not load equalized): 15,000 kg ii. If tandem axle spread is 1.8 to 1.85m and there are no single tires on any wheel: 1. self-steer axle (load equalized): 9,550 kg 2. self-steer axle (not load equalized): 8,000 kg 3. tandem axle (load equalized): 19,100 kg 4. tandem axle (not load equalized): 16,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. AGVW of Designated Truck plus trailer axle maximums ii. the maximum weight in Vehicle Weight Table 30

30. The Weight Limit Chart in Schedule 28 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

TRUCK WEIGHTS

Feature	Weight Limit
Truck Weights	Refer to appropriate Weight Limit Charts (Schedules 19-25)

TRAILER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR, if verified ii. If GAWR not verified, the sum of the maximum tire load ratings, as specified on the tire side walls.
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Single Axle (Single tires): 9,000 kg Single Axle (Dual tires): 9,100 kg Tandem Axle: 18,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. AGVW of Designated Truck plus trailer axle maximums ii. Until December 31, 2025, 1. if trailer is built before July 2011, the weight in Vehicle Weight Table 30 2. if trailer is built after June 2011 and A. trailer wheelbase is less than 7.25m, the weight in Vehicle Weight Table 31 B. trailer wheelbase is 7.25m or greater, the weight in Vehicle Weight Table 30 After 2025, 1. if trailer wheelbase is less than 7.25m, the weight in Vehicle Weight Table 31 2. if trailer wheelbase is 7.25m or greater, the weight in Vehicle Weight Table 30

31. The Weight Limit Chart in Schedule 29 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

TRUCK AXLE WEIGHTS

Feature	Weight Limit
Truck Axle Weights	Refer to Schedules 20-25 for Designated Truck

TRAILER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified) ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Self-steer axle: 11 kg × combined tire widths in mm Not self-steer axle: 10 kg × combined tire widths in mm
c) by axle unit description	Self-steer axle (single tires): 9,000 kg Self-steer axle (dual tires): 9,550 kg Tandem Axle – by axle spread: 1.2 < 1.8 m: 18,000 kg 1.8 to 1.85m (Single Tires): 18,000 kg 1.8 to 1.85m (Dual Tires): 19,100 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight : (lower of i and ii)	i. AGVW of the Designated Truck plus trailer axle maximums ii. the weight in Vehicle Weight Table 30.

32. The Weight Limit Chart in Schedule 30 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

TRUCK WEIGHTS

Feature	Weight Limit
Truck Weights	Refer to appropriate Weight Limit Charts (Schedules 20-25)

TRAILER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings specified on tire side walls
b) by tire width	10 kg × combined tire widths in mm
c) by axle unit description	Tridem Axle by axle spread: 2.4 < 3.0m: 21,300 kg 3.0 < 3.6m: 24,000 kg 3.6 to 3.7m: 26,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. AGVW of Designated Truck plus the maximum allowable weights of all axles of trailer ii. Until December 31, 2025, 1. if trailer is drawn by Designated Truck 3, the weight in Vehicle Weight Table 31 2. if trailer is built before July 2011 and is drawn by a designated truck other than Designated Truck 3, the weight in Vehicle Weight Table 30 3. if neither 1 nor 2 applies, A. if trailer wheelbase is less than 8.75m, the weight in Vehicle Weight Table 31 B. if trailer wheelbase is 8.75m or greater, the weight in Vehicle Weight Table 30 After 2025, 1. if trailer is drawn by Designated Truck 3 or has wheelbase less than 8.75m, the weight in Vehicle Weight Table 31 2. if trailer is not drawn by Designated Truck 3 and has wheelbase of 8.75m or greater, the weight in Vehicle Weight Table 30

33. The Weight Limit Chart in Schedule 31 to the Regulation is revoked and the following substituted:

WEIGHT LIMIT CHARTS

FRONT AXLE MAXIMUM (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the lower of: 1. 5,000 kg, and 2. the sum of the maximum tire load ratings
b) by tire width	11 kg × combined tire widths in mm
c) by axle unit description	Single Axle: 7,700 kg

OTHER AXLE MAXIMUMS (LOWEST OF A, B AND C)

Feature	Weight Limit
a) by manufacturer's axle rating or default	i. GAWR (if verified), or ii. If GAWR not verified, the sum of the maximum tire load ratings
b) by tire width	Front axle (towed vehicle) 11 kg × combined tire widths in mm Not front axle (lead or towed vehicle) 10 kg × combined tire widths in mm
c) by axle unit description	Lead Tractor or Truck and drawn Tractors or Trucks: Single Axle (Single Tires): 9,000 kg Single Axle (Dual Tires): 10,000 kg Tandem Axle – by axle spread: 1.2 < 1.8m: 18,000 kg 1.8 m or more (Single Tires): 18,000 kg 1.8 m or more (Dual Tires): 19,100 kg Tridem Axle – by axle spread: 2.4 < 2.7m: 21,300 kg 2.7 m or more: 22,000 kg

ALLOWABLE GROSS VEHICLE WEIGHT

Feature	Weight Limit
Allowable Gross Vehicle Weight: (lower of i and ii)	i. actual weight on the front axle plus other axle maximums ii. 63,500 kg

Commencement

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

41/17

ONTARIO REGULATION 369/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017

Revoking O. Reg. 500/94

(PHOTO-RADAR SYSTEM - PART XIV.1 OF THE HIGHWAY TRAFFIC ACT)

Revocation

- 1. Ontario Regulation 500/94 is revoked.**

Commencement

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

41/17

ONTARIO REGULATION 370/17

made under the

MOTORIZED SNOW VEHICLES ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017Amending O. Reg. 185/01
(TRAIL PERMITS)**1. The Table to Ontario Regulation 185/01 is revoked and the following substituted:**

TABLE

Item	Column 1 Class of persons	Column 2 Circumstances	Column 3 Documents
1.	Police officers, emergency workers including ambulance and medical workers, search and rescue workers, firefighters as defined in subsection 1 (1) of the <i>Fire Protection and Prevention Act, 1997</i> , employees of the Ministry of Natural Resources and Forestry or the Ministry of Northern Development and Mines, employees of the federal Department of National Defence.	While engaged in duties required by their employer.	Identification issued by their employer.
2.	Aboriginal peoples of Canada.	While on treaty or traditional lands.	None.
3a.	Licensed bait harvesters and their designates.	While engaged in bait harvesting within the bait harvest area or while travelling directly to or from the bait harvest area to engage in bait harvesting, if the trail is the only access route from the closest road to the bait harvest area or is the only safe access route to the bait harvest area.	An original or a legible copy of a valid bait harvester licence.
3b.	Licensed bait harvesters' helpers.	While accompanying a licensed bait harvester or designate in the circumstances described in item 3a.	None.
4.	Licensed commercial fish harvesters and their designates.	While engaged in commercial fishing activities within the commercial fishing area or while travelling directly to or from the commercial fishing area to engage in commercial fishing, if the trail is the only access route from the closest road to the commercial fishing area or is the only safe access route to the commercial fishing area.	An original or a legible copy of a valid commercial fishing licence.
5.	Tenants of Crown land and such tenants' immediate family members.	While travelling directly to or from the Crown land, if the trail is the only access route from the closest road to the Crown land or is the only safe access route to the Crown land.	A legible copy of a land use permit, licence of occupation or lease, issued under the <i>Public Lands Act</i> or a regulation under that Act.

Item	Column 1 Class of persons	Column 2 Circumstances	Column 3 Documents
6.	Forest workers, including the employees or agents of any forest or timber company.	While engaged in forestry activities pursuant to a licence under the <i>Crown Forest Sustainability Act, 1994</i> or a private land forest harvesting contract within the location of the forestry operation or while travelling directly to or from the location of the forestry operation, if the trail is the only access route from the closest road to the location of the forestry operation or is the only safe access route to the location of the forestry operation.	A valid forest resource licence or a letter prepared within the previous 240 days by the forest or timber company on stationery bearing the company's letterhead, setting out, (i) the company name, address, phone number and the date on which the letter was prepared, (ii) the name, address and phone number for each contractor or agent working on the operation, (iii) the name of each employee working on operation for both the company and any contractor or agent, (iv) a description of the location of the operation, including the name of any municipality within which the operation is located, and (v) the signature, name, title, address and phone number of the person who prepared the letter.
7.	Landowners, their tenants and the immediate family members of landowners and of their tenants.	While travelling directly to or from the property owned by the landowner, if the trail is the only access route from the closest road to the property or is the only safe access route to the property.	Proof of ownership of or title to the property that is a government form, deed, registry or other document of land transfer, or in the case of tenancy, a copy of the lease for the property if one exists or a letter from the landowner prepared within the previous 240 days identifying the property by its municipal description and address and identifying the owner and the tenant by name, address and phone number.
8.	The immediate family members of the owners of land on which there is a prescribed trail and the guests of such landowners and of their immediate family members.	While on the trail on the owned property.	None.
9a.	Licensed trappers.	While engaged in trapping activities within the trapping area, or while travelling directly to or from the trapping area, if the trail is the only access route from the closest road to the trapping area or is the only safe access route to the trapping area.	An original valid trapper's licence and either a registered trapline map issued by the Ministry of Natural Resources and Forestry or a description of the resident trapline area, including its municipal location, lot number and size.
9b.	Licensed trappers' helpers.	While engaged in trapping activities within the trapping area, or while travelling directly to or from the trapping area, if the trail is the only access route from the closest road to the trapping area or is the only safe access route to the trapping area.	An original valid trapper's licence or a legible copy of it and either a registered trapline map issued by the Ministry of Natural Resources and Forestry or a description of the resident trapline area, including its municipal location, lot number and size.

Item	Column 1 Class of persons	Column 2 Circumstances	Column 3 Documents
10.	Workers for utility companies including telephone, cable, hydro-electric, gas or other pipeline companies or service providers, and their contractors.	While engaged in activities pursuant to employment at the location of the installation, or when travelling directly to or from the location of the installation, if the trail is the only access route from the closest road to the location of the installation or is the only safe access route to the location of the installation.	A copy of the contract or work order, if any, or a letter prepared within the previous 240 days from the utility company, on stationery bearing the company's letterhead, setting out, (i) the company name, address and phone number and the date on which the letter was prepared, (ii) the name, address and phone number of each contractor working on the project, (iii) the name and employee identification number, if any, for each employee working on the project for both the company and the contractor, (iv) the description of the location of the project, including the name of any municipality within which the project is located, and (v) the signature, name, title, address and phone number of the person who prepared the letter.
11a.	Licensed prospectors and their helpers 18 years old or older.	While staking or working claims within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area. While working for a mining or exploration company, a contractor or field service supplier, within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area.	An original valid prospectors licence or a legible copy of it and either, (i) mining claim tags, or (ii) a claim map or a legible copy of a claim map, showing the property or part of the property on which the trail is situate and a claim abstract or a legible copy of a claim abstract for the claim area.
11b.	Licensed prospectors' helpers, under the age of 18.	While staking or working claims within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area. While working for a mining or exploration company, a contractor or field service supplier, within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area.	None.

Item	Column 1 Class of persons	Column 2 Circumstances	Column 3 Documents
12.	Employees of a mining or exploration company, and the employees of any contractor, driller, claim staker, land surveyor or geotechnical surveyor that is engaged by such a company, or any field service supplier of any of these persons.	Within the mining or exploration project area or while travelling directly to or from the project area, if the trail is the only access route from the closest road to the project area or is the only safe access route to the project area.	A valid trail permit exemption form issued by the Ministry of Northern Development and Mines or a letter prepared within the previous 240 days on stationery bearing the mining or exploration company's letterhead, setting out, (i) the company name, address and phone number and the date on which the letter was prepared, (ii) the contractor name, address and phone number for each contractor working on the project, (iii) the name and employee identification number, if any, for each employee working on project for both the company and the contractor, (iv) the description of the location of the project, including the name of any municipality within which the project is located, and (v) the signature, name, title, address and phone number of the person who prepared the letter.
13a.	Licensed anglers.	While engaged in angling activities during open season, as defined in the Ontario Fishery Regulations made under the <i>Fisheries Act</i> (Canada), pursuant to a valid fishing or hunting/fishing outdoors card and a valid sport fishing validation tag, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> , and while travelling on Crown or other public land directly to or from the area open for angling, within the meaning of the <i>Fisheries Act</i> (Canada), if the trail is the only access route from the closest road to the area open for angling or is the only safe access route to the area open for angling.	A valid fishing or hunting/fishing outdoors card and a valid sport fishing validation tag, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> .

Item	Column 1 Class of persons	Column 2 Circumstances	Column 3 Documents
13b.	Anglers 65 years old or older or under 18 years old.	While engaged in angling activities during open season, as defined in the Ontario Fishery Regulations made under the <i>Fisheries Act</i> (Canada), pursuant to a valid fishing or hunting/fishing outdoors card and a valid sport fishing validation tag, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> , and while travelling on Crown or other public land directly to or from the area open for angling, within the meaning of the <i>Fisheries Act</i> (Canada), if the trail is the only access route from the closest road to the area open for angling or is the only safe access route to the area open for angling.	A valid fishing or hunting/fishing outdoors card issued under the <i>Fish and Wildlife Conservation Act, 1997</i> or, (i) a driver's licence, (ii) a motorized snow vehicle operator's licence, or (iii) a birth certificate.
14.	Licensed hunters.	While engaged in hunting activities and carrying hunting equipment on land other than the trail, during open season, as defined in the <i>Fish and Wildlife Conservation Act, 1997</i> , pursuant to a valid outdoors card and a valid licence to hunt, both issued under that Act, and while travelling on Crown or other public land directly to or from the hunting area and carrying hunting equipment, if the trail is the only access route from the closest road to the hunting area or is the only safe access route to the hunting area.	A valid outdoors card and a valid licence to hunt, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> .

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

ONTARIO REGULATION 371/17

made under the

PUBLIC VEHICLES ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017Amending Reg. 982 of R.R.O. 1990
(GENERAL)

1. Forms 1 to 4 of Regulation 982 of the Revised Regulations of Ontario, 1990 are revoked.

Commencement

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

41/17

ONTARIO REGULATION 372/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017

Amending O. Reg. 512/97

(CRITICAL DEFECTS OF COMMERCIAL MOTOR VEHICLES)

1. Paragraph 4 of subsection 7 (2) of Ontario Regulation 512/97 is revoked and the following substituted:

4. If the brake is cam or disc type, the push rod travel out of the service brake chamber is $\frac{1}{4}$ inch (6.3 mm) or more beyond the measurement listed in Column 2 of Schedule 1, 1.1, 1.2, 1.3 or 1.4, as the case may be, for the type of chamber listed in Column 1 of the applicable Schedule.

2. Schedule 1 to the Regulation is revoked and the following substituted:

SCHEDULE 1
CLAMP TYPE BRAKE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
6 — $4\frac{1}{2}$ " (114.3 mm)	$1\frac{1}{4}$ " (31.75 mm)
9 — $5\frac{1}{4}$ " (133.35 mm)	$1\frac{3}{8}$ " (34.93 mm)
12 — $5\frac{11}{16}$ " (144.46 mm)	$1\frac{3}{8}$ " (34.93 mm)
12 Long Stroke — $5\frac{11}{16}$ " (144.46 mm)	$1\frac{3}{4}$ " (44.45 mm)
16 — $6\frac{3}{8}$ " (161.93 mm)	$1\frac{3}{4}$ " (44.45 mm)
16 Long Stroke — $6\frac{3}{8}$ " (161.93 mm)	2" (50.8 mm)
20 — $6\frac{25}{32}$ " (172.24 mm)	$1\frac{3}{4}$ " (44.45 mm)
20 Long Stroke — $6\frac{25}{32}$ " (172.24 mm)	2" (50.8 mm)
24 — $7\frac{1}{32}$ " (183.36 mm)	$1\frac{3}{4}$ " (44.45 mm)
24 Long Stroke — $7\frac{1}{32}$ " (183.36 mm)	2" (50.8 mm)
24 Long Stroke with Square Inlet Port or with Square Raised Embossment on Lid — $7\frac{1}{32}$ " (183.36 mm)	$2\frac{1}{2}$ " (63.5 mm)
30 — $8\frac{3}{32}$ " (205.58 mm)	2" (50.8 mm)
30 Long Stroke with Square Inlet Port or with Square Raised Embossment on Lid — $8\frac{3}{32}$ " (205.58 mm)	$2\frac{1}{2}$ " (63.5 mm)
36 — 9" (228.6 mm)	$2\frac{1}{4}$ " (57.15 mm)

SCHEDULE 1.1
BOLT TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
A — $6\frac{15}{16}$ " (176.21 mm)	$1\frac{3}{8}$ " (34.93 mm)
B — $9\frac{3}{16}$ " (233.36 mm)	$1\frac{3}{4}$ " (44.45 mm)
C — $8\frac{1}{16}$ " (204.79 mm)	$1\frac{3}{4}$ " (44.45 mm)
D — $5\frac{1}{4}$ " (133.35 mm)	$1\frac{1}{4}$ " (31.75 mm)
E — $6\frac{3}{16}$ " (157.16 mm)	$1\frac{3}{8}$ " (34.93 mm)
F — 11" (279.4 mm)	$2\frac{1}{4}$ " (57.15 mm)
G — $9\frac{1}{8}$ " (250.83 mm)	2" (50.8 mm)

SCHEDULE 1.2
ROTOCHAMBER TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
9 — $4\frac{9}{32}$ " (108.74 mm)	$1\frac{1}{2}$ " (38.1 mm)
12 — $4\frac{13}{16}$ " (122.23 mm)	$1\frac{1}{2}$ " (38.1 mm)
16 — $5\frac{13}{32}$ " (137.32 mm)	2" (50.8 mm)
20 — $5\frac{15}{16}$ " (150.81 mm)	2" (50.8 mm)
24 — $6\frac{13}{32}$ " (162.72 mm)	2" (50.8 mm)
30 — $7\frac{1}{16}$ " (179.39 mm)	$2\frac{3}{4}$ " (57.15 mm)
36 — $7\frac{5}{8}$ " (193.68 mm)	$2\frac{3}{4}$ " (57.15 mm)
50 — $8\frac{7}{8}$ " (225.43 mm)	3" (76.2 mm)

SCHEDULE 1.3
TIE ROD PISTON TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
30 Long Stroke with Square Inlet Port — $6\frac{1}{2}$ " (165.1 mm)	$2\frac{1}{2}$ " (63.5 mm)

SCHEDULE 1.4
DD-3 TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
30 — $8\frac{1}{8}$ " (206.37 mm)	$2\frac{3}{4}$ " (57.15 mm)

Commencement

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

ONTARIO REGULATION 373/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017

Amending O. Reg. 277/99

(RED LIGHT CAMERA SYSTEM EVIDENCE)

1. Section 1.1 of Ontario Regulation 277/99 is revoked and the following substituted:**1.1** The following areas are designated for the purposes of subsection 205.15 (1) of the Act:

1. The Regional Municipality of Halton.
2. City of Hamilton.
3. City of London.
4. City of Ottawa.
5. The Regional Municipality of Peel.
6. City of Toronto.
7. The Regional Municipality of Waterloo.
8. The Regional Municipality of York.

2. Tables 1 to 7 of section 3.3 of the Regulation are revoked and the following substituted:

TABLE 1
REGIONAL MUNICIPALITY OF HALTON

Key
2000 to 2099

TABLE 2
CITY OF HAMILTON

Key
0067
0099
0162
0175
0221
0252
0288
0329
1200 to 1399

TABLE 3
CITY OF LONDON

Key
4000 to 4299

TABLE 4
CITY OF OTTAWA

Key
5000 to 6900

TABLE 5
REGIONAL MUNICIPALITY OF PEEL

Key
1000 to 1169

TABLE 6
CITY OF TORONTO

Key
0033
0039
0049
0105
0124
0128
0131
0143
0188
0294
0321
0325
0407
0409
0420
0431
0434
0437
0452
0454
0463
0471
0488
0534
0565
0589
0619
0675
0698
0702
0786
0869
1170
1191
1407
1541
1570
1608
2500 to 2999

TABLE 7
REGIONAL MUNICIPALITY OF WATERLOO

Key
0104
0742
0752
0881
1700 to 1799

TABLE 8
REGIONAL MUNICIPALITY OF YORK

Key
3000 to 3200

Commencement

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

41/17

ONTARIO REGULATION 374/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017Amending Reg. 587 of R.R.O. 1990
(EQUIPMENT)

1. The heading immediately before section 10 of Regulation 587 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:

MOTOR TRICYCLES

2. Section 10 of the Regulation is revoked.

Commencement

3. This Regulation comes into force on the later of January 1, 2018 and the day it is filed.

41/17

RÈGLEMENT DE L'ONTARIO 374/17

pris en vertu du

CODE DE LA ROUTE

pris le 27 septembre 2017

déposé le 29 septembre 2017

publié sur le site Lois-en-ligne le 29 septembre 2017

imprimé dans la *Gazette de l'Ontario* le 14 octobre 2017modifiant le Règl. 587 des R.R.O. de 1990
(ÉQUIPEMENT)

1. L'intertitre qui précède l'article 10 du Règlement 587 des Règlements refondus de l'Ontario de 1990 est abrogé et remplacé par ce qui suit :

TRICYCLES À MOTEUR

2. L'article 10 du Règlement est abrogé.

Entrée en vigueur

3. Le présent règlement entre en vigueur le dernier en date du 1^{er} janvier 2018 et du jour de son dépôt.

41/17

ONTARIO REGULATION 375/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017Amending Reg. 596 of R.R.O. 1990
(GENERAL)

1. The Table to subsection 5 (1) of Regulation 596 of the Revised Regulations of Ontario, 1990 is amended by striking out the first row and substituting the following:

Item	Column 1 Gross Vehicle Weight	Column 2 Tire Width
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Commencement

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

41/17

RÈGLEMENT DE L'ONTARIO 375/17

pris en vertu du

CODE DE LA ROUTE

pris le 27 septembre 2017

déposé le 29 septembre 2017

publié sur le site Lois-en-ligne le 29 septembre 2017

imprimé dans la *Gazette de l'Ontario* le 14 octobre 2017modifiant le Règl. 596 des R.R.O. de 1990
(DISPOSITIONS GÉNÉRALES)

1. Le tableau du paragraphe 5 (1) du Règlement 596 des Règlements refondus de l'Ontario de 1990 est modifié par remplacement de la première rangée par ce qui suit :

Point	Colonne 1 Poids brut du véhicule	Colonne 2 Largeur des pneus
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Entrée en vigueur

2. Le présent règlement entre en vigueur le jour de son dépôt.

41/17

ONTARIO REGULATION 376/17

made under the

HIGHWAY TRAFFIC ACT

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017Amending Reg. 587 of R.R.O. 1990
(EQUIPMENT)

1. (1) Subsection 5 (1) of Regulation 587 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:

(1) The push rod stroke of the service brake chamber of a vehicle equipped with wheel brake air chambers shall not be more than the push rod stroke listed in Column 2 of Schedule 1, 2, 3, 4 or 5, as the case may be, for the type of chamber listed in Column 1 of the applicable Schedule, if the wheel brake has cam or disc type brakes.

(2) Subsection 5 (2) of the Regulation is amended by striking out “of Schedule 1” at the end and substituting “of Schedule 1, 2, 3, 4 or 5”.

2. Schedule 1 to the Regulation is revoked and the following substituted:

SCHEDULE 1
CLAMP TYPE BRAKE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
6 — 4½" (114.3 mm)	1¼" (31.75 mm)
9 — 5¼" (133.35 mm)	1⅜" (34.93 mm)
12 — 5⅞" (144.46 mm)	1⅜" (34.93 mm)
12 Long Stroke — 5⅞" (144.46 mm)	1¾" (44.45 mm)
16 — 6⅜" (161.93 mm)	1¾" (44.45 mm)
16 Long Stroke — 6⅜" (161.93 mm)	2" (50.8 mm)
20 — 6⅝" (172.24 mm)	1¾" (44.45 mm)
20 Long Stroke — 6⅝" (172.24 mm)	2" (50.8 mm)
24 — 7⅞" (183.36 mm)	1¾" (44.45 mm)
24 Long Stroke — 7⅞" (183.36 mm)	2" (50.8 mm)
24 Long Stroke with Square Inlet Port or with Square Raised Embossment on Lid — 7⅞" (183.36 mm)	2½" (63.5 mm)
30 — 8⅝" (205.58 mm)	2" (50.8 mm)
30 Long Stroke with Square Inlet Port or with Square Raised Embossment on Lid — 8⅝" (205.58 mm)	2½" (63.5 mm)
36 — 9" (228.6 mm)	2¼" (57.15 mm)

SCHEDULE 2
BOLT TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
A — 6⅝" (176.21 mm)	1⅜" (34.93 mm)
B — 9⅜" (233.36 mm)	1¾" (44.45 mm)
C — 8⅞" (204.79 mm)	1¾" (44.45 mm)
D — 5¼" (133.35 mm)	1¼" (31.75 mm)
E — 6⅜" (157.16 mm)	1⅜" (34.93 mm)
F — 11" (279.4 mm)	2¼" (57.15 mm)
G — 9⅞" (250.83 mm)	2" (50.8 mm)

SCHEDULE 3
ROTOCHAMBER TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
9 — $4\frac{9}{32}$ " (108.74 mm)	$1\frac{1}{2}$ " (38.1 mm)
12 — $4\frac{13}{16}$ " (122.23 mm)	$1\frac{1}{2}$ " (38.1 mm)
16 — $5\frac{13}{32}$ " (137.32 mm)	2" (50.8 mm)
20 — $5\frac{15}{16}$ " (150.81 mm)	2" (50.8 mm)
24 — $6\frac{13}{32}$ " (162.72 mm)	2" (50.8 mm)
30 — $7\frac{1}{16}$ " (179.39 mm)	$2\frac{3}{4}$ " (57.15 mm)
36 — $7\frac{5}{8}$ " (193.68 mm)	$2\frac{3}{4}$ " (57.15 mm)
50 — $8\frac{1}{8}$ " (225.43 mm)	3" (76.2 mm)

SCHEDULE 4
TIE ROD PISTON TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
30 Long Stroke with Square Inlet Port — $6\frac{1}{2}$ " (165.1 mm)	$2\frac{1}{2}$ " (63.5 mm)

SCHEDULE 5
DD-3 TYPE CHAMBER

Column 1 Service Brake Chambers Type — Outside Diameter	Column 2 Push Rod Travel
30 — $8\frac{1}{8}$ " (206.37 mm)	$2\frac{3}{4}$ " (57.15 mm)

Commencement

3. This Regulation comes into force on the later of the day section 7 of Schedule 12 to the *Jobs for Today and Tomorrow Act (Budget Measures)*, 2016 comes into force and the day this Regulation is filed.

41/17

RÈGLEMENT DE L'ONTARIO 376/17

pris en vertu du

CODE DE LA ROUTE

pris le 27 septembre 2017
 déposé le 29 septembre 2017
 publié sur le site Lois-en-ligne le 29 septembre 2017
 imprimé dans la *Gazette de l'Ontario* le 14 octobre 2017

modifiant le Règl. 587 des R.R.O. de 1990
 (ÉQUIPEMENT)

1. (1) Le paragraphe 5 (1) du Règlement 587 des Règlements refondus de l'Ontario de 1990 est abrogé et remplacé par ce qui suit :

(1) La course de la tige poussoir du cylindre de freins de service d'un véhicule équipé d'un cylindre de freins de roue à air comprimé ne doit pas dépasser la course de la tige poussoir indiquée à la colonne 2 de l'annexe 1, 2, 3, 4 ou 5, selon le cas, pour le type de cylindre indiqué à la colonne 1 de l'annexe qui s'applique si le frein de roue est équipé de freins à came ou à disque.

(2) Le paragraphe 5 (2) du Règlement est modifié par remplacement de «de l'annexe 1» par «de l'annexe 1, 2, 3, 4 ou 5» à la fin du paragraphe.

2. L'annexe 1 du Règlement est abrogée et remplacée par ce qui suit :

ANNEXE 1
 CYLINDRE DE TYPE À BRIDE DE MONTAGE

Colonne 1 Cylindres des freins de service Type — Diamètre extérieur	Colonne 2 Course de la tige
6 — 4½ po (114,3 mm)	1¼ po (31,75 mm)
9 — 5¼ po (133,35 mm)	1⅜ po (34,93 mm)
12 — 5⅞ po (144,46 mm)	1⅜ po (34,93 mm)
12 course allongée — 5⅞ po (144,46 mm)	1¾ po (44,45 mm)
16 — 6¾ po (161,93 mm)	1¾ po (44,45 mm)
16 course allongée — 6¾ po (161,93 mm)	2 po (50,8 mm)
20 — 6⅝ po (172,24 mm)	1¾ po (44,45 mm)
20 course allongée — 6⅝ po (172,24 mm)	2 po (50,8 mm)
24 — 7⅞ po (183,36 mm)	1¾ po (44,45 mm)
24 course allongée — 7⅞ po (183,36 mm)	2 po (50,8 mm)
24 course allongée avec orifice d'entrée carré ou couvercle à bossage carré — 7⅞ po (183,36 mm)	2½ po (63,5 mm)
30 — 8⅜ po (205,58 mm)	2 po (50,8 mm)
30 course allongée avec orifice d'entrée carré ou couvercle à bossage carré — 8⅜ po (205,58 mm)	2½ po (63,5 mm)
36 — 9 po (228,6 mm)	2¼ po (57,15 mm)

ANNEXE 2
 CYLINDRE DE TYPE À BOULON

Colonne 1 Cylindres des freins de service Type — Diamètre extérieur	Colonne 2 Course de la tige
A — 6⅞ po (176,21 mm)	1⅜ po (34,93 mm)
B — 9⅜ po (233,36 mm)	1¾ po (44,45 mm)
C — 8⅞ po (204,79 mm)	1¾ po (44,45 mm)
D — 5¼ po (133,35 mm)	1¼ po (31,75 mm)

Colonne 1 Cylindres des freins de service Type — Diamètre extérieur	Colonne 2 Course de la tige
E — $6\frac{3}{16}$ po (157,16 mm)	$1\frac{1}{8}$ po (34,93 mm)
F — 11 po (279,4 mm)	$2\frac{1}{4}$ po (57,15 mm)
G — $9\frac{7}{8}$ po (250,83 mm)	2 po (50,8 mm)

ANNEXE 3
CYLINDRE DE TYPE ROTOCHAMBER

Colonne 1 Cylindres des freins de service Type — Diamètre extérieur	Colonne 2 Course de la tige
9 — $4\frac{9}{32}$ po (108,74 mm)	$1\frac{1}{2}$ po (38,1 mm)
12 — $4\frac{13}{16}$ po (122,23 mm)	$1\frac{1}{2}$ po (38,1 mm)
16 — $5\frac{13}{32}$ po (137,32 mm)	2 po (50,8 mm)
20 — $5\frac{15}{16}$ po (150,81 mm)	2 po (50,8 mm)
24 — $6\frac{13}{32}$ po (162,72 mm)	2 po (50,8 mm)
30 — $7\frac{1}{16}$ po (179,39 mm)	$2\frac{1}{4}$ po (57,15 mm)
36 — $7\frac{3}{8}$ po (193,68 mm)	$2\frac{3}{4}$ po (69,85 mm)
50 — $8\frac{7}{8}$ po (225,43 mm)	3 po (76,2 mm)

ANNEXE 4
CYLINDRE DE TYPE PISTON DE BARRE D'ACCOUPLEMENT

Colonne 1 Cylindres des freins de service Type — Diamètre extérieur	Colonne 2 Course de la tige
30 course allongée avec orifice d'entrée carré — $6\frac{1}{2}$ po (165,1 mm)	$2\frac{1}{2}$ po (63,5 mm)

ANNEXE 5
CYLINDRE DE TYPE DD-3

Colonne 1 Cylindres des freins de service Type — Diamètre extérieur	Colonne 2 Course de la tige
30 — $8\frac{1}{8}$ po (206,37 mm)	$2\frac{1}{4}$ po (57,15 mm)

Entrée en vigueur

3. Le présent règlement entre en vigueur le dernier en date du jour de l'entrée en vigueur de l'article 7 de l'annexe 12 de la *Loi de 2016 favorisant la création d'emplois pour aujourd'hui et demain (mesures budgétaires)* et du jour de son dépôt.

ONTARIO REGULATION 377/17

made under the

CONDOMINIUM ACT, 1998

Made: September 27, 2017

Filed: September 29, 2017

Published on e-Laws: September 29, 2017

Printed in *The Ontario Gazette*: October 14, 2017**CONDOMINIUM RETURNS**

DEFINITIONS

Definitions

1. In this Regulation,

“annual return” means an annual return mentioned in paragraph 3 of subsection 9.2 (1) of the Act; (“rapport annuel”)

“electronic database” means the electronic database required by subsection 9.7 (1) of the Act; (“base de données électronique”)

“employ” means to employ, appoint, authorize or otherwise arrange to have another person act on one’s behalf, including as an independent contractor; (“employer”)

“initial return” means an initial return mentioned in paragraph 1 of subsection 9.2 (1) of the Act; (“rapport initial”)

“transitional return” means a return described in section 6; (“rapport transitoire”)

“turn-over return” means a turn-over return mentioned in paragraph 2 of subsection 9.2 (1) of the Act. (“rapport de transfert des pouvoirs”)

RETURNS

Contents of all returns

2. (1) An initial return, a turn-over return, an annual return and a transitional return shall each contain the following information in respect of the corporation as of the date of delivery of the return:

1. The date of the registration of the declaration and description.
2. The name assigned to the corporation under subsection 27 (3) of Ontario Regulation 49/01 (Description and Registration) made under the Act.
3. The type of corporation as described in subsections 6 (1) and (2) of the Act.
4. The address for service for the corporation.
5. The municipal address for the corporation, if any, contained in the declaration pursuant to clause 7 (2) (e) of the Act.
6. In the case of a corporation that is not a common elements condominium corporation, the total number of units in the corporation.
7. In the case of a corporation that is not a common elements condominium corporation, the total number of units in the corporation where the owner of the unit is not excluded from voting as a result of subsection 49 (3) of the Act.
8. In the case of a common elements condominium corporation, the maximum number of votes that could be counted at a meeting of owners under the Act, as determined in accordance with subsection (2).
9. For each director of the corporation, the name of the director and the effective date of the director’s election or appointment to the board.
10. The name and address for service of,
 - i. the condominium management provider, if any, with whom the corporation has entered into an agreement to receive condominium management services and the condominium manager who is employed by the provider and who provides the services, and
 - ii. the condominium manager, if any, with whom the corporation has entered into an agreement to receive condominium management services and the condominium management provider, if any, that employs the manager.

11. The start date and the end date of the corporation's fiscal year.

(2) In determining the maximum number of votes that could be counted at a meeting of owners under the Act in the case of a common elements condominium corporation, subsections 42 (8), 49 (1) and 51 (1) and (6) of the Act do not apply.

(3) An initial return, a turn-over return, an annual return and a transitional return of a corporation may set out an electronic mail address for the corporation.

Initial return

3. (1) A corporation is not required to file an initial return unless the corporation is created on or after the day section 9.2 of the Act comes into force.

(2) In addition to the information that section 2 requires be contained in an initial return of a corporation, the return shall contain the name of the declarant in respect of the corporation as of the date of delivery of the return.

(3) A corporation required to file an initial return shall do so no later than 90 days after the corporation is created.

Turn-over return

4. (1) A corporation is not required to file a turn-over return unless the corporation holds a turn-over meeting under section 43 of the Act on or after the day section 9.2 of the Act comes into force.

(2) In addition to the information that section 2 requires be contained in a turn-over return of a corporation, the return shall contain the following information in respect of the corporation as of the date of delivery of the return:

1. The name of the declarant.
2. The date of the turn-over meeting held under section 43 of the Act in respect of the corporation.

(3) A corporation required to file a turn-over return shall do so no later than 90 days after the day the turn-over meeting to which the return relates is held and the owners elect a new board.

Annual return

5. (1) In addition to the information that section 2 requires be contained in an annual return of a corporation, the return shall contain the following information in respect of a corporation as of the date of delivery of the return:

1. A statement whether there is currently an order of the Superior Court of Justice in effect appointing an inspector under section 130 of the Act or an administrator under section 131 of the Act and if so,
 - i. the name and business address of the inspector or administrator, as the case may be, and
 - ii. the date of the order appointing the inspector or administrator, as the case may be.
2. The date of the last annual general meeting.

(2) A corporation shall file an annual return with the Registrar by,

- (a) no later than 90 days after the corporation is created, if it is created on or after January 1 and not later than March 31 in the year to which the return relates; or
- (b) March 31 of each year, but no earlier than January 1 of that year, if clause (a) does not apply.

Transitional return

6. (1) A transitional return is prescribed for the purposes of paragraph 4 of subsection 9.2 (1) of the Act.

(2) A corporation is not required to file a transitional return unless the corporation was created before the day section 9.2 of the Act comes into force.

(3) In addition to the information that section 2 requires be contained in a transitional return of a corporation, the return shall contain the following information in respect of the corporation as of the date of delivery of the return:

1. If the corporation has not held a turn-over meeting under section 43 of the Act, the name of the declarant.
2. A statement whether there is currently an order of the Superior Court of Justice in effect appointing an inspector under section 130 of the Act or an administrator under section 131 of the Act and if so,
 - i. the name and business address of the inspector or administrator, as the case may be, and
 - ii. the date of the order appointing the inspector or administrator, as the case may be.
3. The date of the last annual general meeting.

(4) A corporation required to file a transitional return shall do so by March 31, 2018.

Notice of change

7. (1) The following information is prescribed for the purposes of clause 9.3 (1) (b) of the Act:

1. Every change in the address for service for the corporation.
 2. Every change in the electronic mail address for the corporation if the corporation submitted an electronic mail address in the return that it has most recently filed under Part II.1 of the Act.
 3. In the case of a corporation that is not a common elements condominium corporation, every change in the total number of units in the corporation.
 4. In the case of a corporation that is not a common elements condominium corporation, every change in the total number of units in the corporation where the owner of the unit is not excluded from voting as a result of subsection 49 (3) of the Act.
 5. In the case of a common elements condominium corporation, every change in the maximum number of votes that could be counted at a meeting of owners under the Act, as determined in accordance with subsection 2 (2).
 6. For every change in the directors elected or appointed to the board, the effective date on which the change occurred.
 7. Every change in,
 - i. the condominium management provider, if any, with whom the corporation has entered into an agreement to receive condominium management services or the condominium manager who is employed by the provider and who provides the services, or
 - ii. the condominium manager, if any, with whom the corporation has entered into an agreement to receive condominium management services or the condominium management provider, if any, that employs the manager.
 8. Every change in the address for service of,
 - i. the condominium management provider, if any, with whom the corporation has entered into an agreement to receive condominium management services or the condominium manager who is employed by the provider and who provides the services, or
 - ii. the condominium manager, if any, with whom the corporation has entered into an agreement to receive condominium management services or the condominium management provider, if any, that employs the manager.
 9. Every change in the statement made regarding whether there is currently an order of the Superior Court of Justice in effect appointing an inspector under section 130 of the Act or an administrator under section 131 of the Act and every change in the name and business address of the inspector or administrator, as the case may be.
 10. Whether the corporation has sent, for registration, a notice under subsection 122 (1) or 123 (7) of the Act terminating the government of the property by the Act to the land registry office in which the description of the corporation is registered.
 11. Whether the corporation has sold the property and has complied with subsection 124 (3) of the Act.
 12. Whether the corporation has received a notice of intention to expropriate the property under the *Expropriations Act*.
 13. Whether the corporation has made an application under subsection 128 (1) of the Act or commenced any other legal action for an order described in subsection 128 (2) of the Act.
 14. Whether the corporation has received written notice of an application under subsection 128 (1) of the Act or any other legal action for an order described in subsection 128 (2) of the Act.
 15. In the case of a leasehold condominium corporation,
 - i. whether the corporation has received written notice of an application described in subsection 173 (2) of the Act or any other legal action for an order described in subsection 173 (1) of the Act,
 - ii. whether the corporation has received a written notice of intention not to renew all the leasehold interests in the units in the corporation, as described in clause 174 (1) (b) of the Act, or
 - iii. whether the corporation has given a notice described in subsection 174 (6) of the Act to the lessor.
- (2) The notice required for a change described in subsection (1) shall specify what changes have taken place and the dates of the changes.
- (3) A corporation shall file a notice of change that is required under subsection 9.3 (1) of the Act with the Registrar no later than 30 days after the change occurs.

Manner of filing

8. (1) Subject to subsection (2), a corporation that is required to file a return or a notice of change shall deliver it to the Registrar electronically or by another method that the Registrar approves if the Registrar is of the opinion that delivering it electronically would cause undue hardship to the corporation.

(2) A return or notice delivered electronically shall be delivered in accordance with the procedures established by the Registrar.

Late filing fee

9. The late filing fee described in section 9.6 of the Act is payable if a corporation files a return or notice under Part II.1 of the Act after the time set out in this Regulation for filing it.

REGISTRAR'S DATABASE

Electronic database

10. (1) In maintaining the electronic database, the Registrar,

- (a) shall take reasonable measures to protect against unauthorized access to information contained in the database; and
- (b) shall establish policies regarding the removal of information from the database that is no longer current.

(2) For the purposes of clause 9.7 (1) (b) of the Act, the Registrar shall include the following information in the electronic database:

1. If the Registrar or the Licence Appeal Tribunal has made a compliance order under section 134.1 of the Act directing a corporation or a director or officer of that corporation to comply with any provision of Part II.1 of the Act and if there is no possibility of it being replaced under subsection 134.1 (5) of the Act,
 - i. the date that the order is made,
 - ii. the name assigned to the corporation under subsection 27 (3) of Ontario Regulation 49/01 (Description and Registration) made under the Act,
 - iii. the name of the directors or officers of the corporation who the order directs to so comply,
 - iv. the provisions of Part II.1 of the Act that the Registrar or the Tribunal making the order believes on reasonable grounds that the corporation, director or officer has contravened, and
 - v. a description of the order.
2. If the Registrar determines that, in respect of a corporation, the Act has ceased to govern the property, a statement that the corporation no longer exists.

No publication of database

11. The Registrar is exempt from subsection 9.7 (2) of the Act.

Confidentiality

12. The following is a prescribed entity or organization for the purposes of clause 9.8 (c) of the Act:

1. The administrative authority within the meaning of the *Condominium Management Services Act, 2015*.

Amendments

13. (1) Paragraph 3 of subsection 2 (1) of this Regulation is amended by adding “and whether the corporation is a phased condominium corporation” at the end.

(2) Section 11 is revoked and the following substituted:

Publication of database

11. (1) For the purposes of subsection 9.7 (2) of the Act, the Registrar shall make the following information about every corporation contained in the electronic database available to the public:

1. The name of the declarant.
2. The date of the registration of the declaration and description.
3. The name assigned to the corporation under subsection 27 (3) of Ontario Regulation 49/01 (Description and Registration) made under the Act.
4. The type of corporation as described in subsections 6 (1) and (2) of the Act.
5. The address for service for the corporation.
6. The municipal address for the corporation, if any, contained in the declaration pursuant to clause 7 (2) (e) of the Act.
7. In the case of a corporation that is not a common elements condominium corporation, the total number of units in the corporation.

8. In the case of a corporation that is not a common elements condominium corporation, the total number of units in the corporation where the owner of the unit is not excluded from voting as a result of subsection 49 (3) of the Act.
9. In the case of a common elements condominium corporation, the maximum number of votes that could be counted at a meeting of owners under the Act, as determined in accordance with subsection 2 (2).
10. For each director of the corporation, the name of the director and the effective date of the director's election or appointment to the board.
11. The name and address for service of,
 - i. the condominium management provider, if any, with whom the corporation has entered into an agreement to receive condominium management services and the condominium manager who is employed by the provider and who provides the services, and
 - ii. the condominium manager, if any, with whom the corporation has entered into an agreement to receive condominium management services and the condominium management provider, if any, that employs the manager.
12. The start date and the end date of the corporation's fiscal year.
13. A statement whether there is currently an order of the Superior Court of Justice in effect appointing an inspector under section 130 of the Act or an administrator under section 131 of the Act and if so,
 - i. the name and business address of the inspector or administrator, as the case may be.
 - ii. the date of the order appointing the inspector or administrator, as the case may be.
14. The date of the last annual general meeting.
15. The information described in paragraph 1 of subsection 10 (2) until the corporation, director or officer has complied with the order mentioned in that paragraph.
16. The information described in paragraph 2 of subsection 10 (2).

(2) Subject to subsection (3), for information that a corporation is required to include in an annual return, the Registrar shall make available to the public under subsection (1) only the information that is contained in the return that the corporation has most recently filed under Part II.1 of the Act.

(3) If a corporation has filed a notice of change under section 9.3 of the Act for any information listed in subsection (1), the version of that information that the Registrar is required to make available to the public under that subsection shall be the information as updated by the notice of change.

(4) The Registrar shall make available to the public the information that this section requires the Registrar to make available to the public by,

- (a) posting it on the Internet on the website of the condominium authority; and
- (b) using any other means that the Registrar considers appropriate.

(5) The Registrar shall not disclose in bulk to any person the information that this section requires the Registrar to make available to the public except as authorized under subsection 9.8 of the Act.

(6) The Registrar shall not make available to any person the information that this section requires the Registrar to make available to the public unless the person has agreed to use the information for personal purposes only.

Summaries or analyses

11.1 (1) The Registrar may publish summaries or analyses of the data contained in the electronic database for non-commercial purposes only.

(2) The summaries or analyses mentioned in subsection (1) shall not contain information about an identifiable corporation.

(3) Paragraph 4 of subsection 11 (1) of this Regulation, as remade by subsection (2), is amended by adding "and whether the corporation is a phased condominium corporation" at the end.

Commencement

14. (1) Subject to subsections (2) and (3), this Regulation comes into force on the later of the day section 12 of Schedule 1 to the *Protecting Condominium Owners Act, 2015* comes into force and the day this Regulation is filed.

(2) Subsections 13 (1) and (3) come into force on the later of the day subsection 9 (4) of Schedule 1 to the *Protecting Condominium Owners Act, 2015* comes into force and the day this Regulation is filed.

(3) Subsection 13 (2) comes into force on the later of April 1, 2018 and the day this Regulation is filed.

RÈGLEMENT DE L'ONTARIO 377/17

pris en vertu de la

LOI DE 1998 SUR LES CONDOMINIUMS

pris le 27 septembre 2017
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RAPPORTS DES ASSOCIATIONS CONDOMINIALES**DÉFINITIONS****Définitions**

1. Les définitions qui suivent s'appliquent au présent règlement.

«base de données électronique» Base de données électronique exigée en application du paragraphe 9.7 (1) de la Loi. («electronic database»)

«employer» Employer ou nommer une autre personne pour agir pour son compte, y compris en qualité d'entrepreneur indépendant, l'autoriser à ce faire ou prendre d'autres dispositions pour qu'elle le fasse. («employ»)

«rapport annuel» Rapport annuel mentionné à la disposition 3 du paragraphe 9.2 (1) de la Loi. («annual return»)

«rapport de transfert des pouvoirs» Rapport de transfert des pouvoirs mentionné à la disposition 2 du paragraphe 9.2 (1) de la Loi. («turn-over return»)

«rapport initial» Rapport initial mentionné à la disposition 1 du paragraphe 9.2 (1) de la Loi. («initial return»)

«rapport transitoire» Rapport visé à l'article 6. («transitional return»)

RAPPORTS**Contenu de tous les rapports**

2. (1) Le rapport initial, le rapport de transfert des pouvoirs, le rapport annuel et le rapport transitoire doivent chacun indiquer les renseignements suivants à l'égard de l'association, tels qu'ils existent à la date de remise du rapport :

1. La date de l'enregistrement de la déclaration et de la description.
2. La dénomination sociale attribuée à l'association en application du paragraphe 27 (3) du Règlement de l'Ontario 49/01 (Description et enregistrement) pris en vertu de la Loi.
3. Le genre d'association, comme le prévoient les paragraphes 6 (1) et (2) de la Loi.
4. L'adresse aux fins de signification de l'association.
5. L'adresse civique de l'association, si elle est connue, que comporte la déclaration conformément à l'alinéa 7 (2) e) de la Loi.
6. Dans le cas d'une association qui n'est pas une association condominiale de parties communes, le nombre total de parties privatives comprises dans l'association.
7. Dans le cas d'une association qui n'est pas une association condominiale de parties communes, le nombre total de parties privatives comprises dans l'association dont le propriétaire n'est pas exclu du vote par suite de l'application du paragraphe 49 (3) de la Loi.
8. Dans le cas d'une association condominiale de parties communes, le nombre maximal de votes susceptibles d'être comptés à une assemblée des propriétaires tenue en application de la Loi, calculé conformément au paragraphe (2).
9. Pour chaque administrateur de l'association, son nom et la date de prise d'effet de son élection ou de sa nomination au conseil d'administration.
10. Le nom et l'adresse aux fins de signification des personnes suivantes :
 - i. le fournisseur de services de gestion de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums et le gestionnaire de condominiums qui est employé par le fournisseur et qui fournit les services,

- ii. le gestionnaire de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums et le fournisseur de services de gestion de condominiums, le cas échéant, qui emploie le gestionnaire.

11. La date de début et la date de fin de l'exercice de l'association.

(2) Pour le calcul du nombre maximal de votes susceptibles d'être comptés à une assemblée des propriétaires tenue en application de la Loi dans le cas d'une association condominiale de parties communes, les paragraphes 42 (8), 49 (1) et 51 (1) et (6) de la Loi ne s'appliquent pas.

(3) Le rapport initial, le rapport de transfert des pouvoirs, le rapport annuel et le rapport transitoire de l'association peuvent indiquer l'adresse de courrier électronique de l'association.

Rapport initial

3. (1) Une association n'est tenue de déposer un rapport initial que si elle est constituée le jour de l'entrée en vigueur de l'article 9.2 de la Loi ou par la suite.

(2) Outre les renseignements qui doivent y être indiqués en application de l'article 2, le rapport initial indique le nom du déclarant à l'égard de l'association à la date de remise du rapport.

(3) L'association qui est tenue de déposer un rapport initial le fait au plus tard 90 jours après sa constitution.

Rapport de transfert des pouvoirs

4. (1) Une association n'est tenue de déposer un rapport de transfert des pouvoirs que si elle tient une assemblée destinée au transfert des pouvoirs en application de l'article 43 de la Loi le jour de l'entrée en vigueur de l'article 9.2 de la Loi ou par la suite.

(2) Outre les renseignements qui doivent y être indiqués en application de l'article 2, le rapport de transfert des pouvoirs indique les renseignements suivants à l'égard de l'association, tels qu'ils existent à la date de remise du rapport :

1. Le nom du déclarant.
2. La date de l'assemblée destinée au transfert des pouvoirs tenue en application de l'article 43 de la Loi à l'égard de l'association.

(3) L'association qui est tenue de déposer un rapport de transfert des pouvoirs le fait au plus tard 90 jours après le jour de la tenue de l'assemblée destinée au transfert des pouvoirs sur laquelle porte le rapport et de l'élection d'un nouveau conseil par les propriétaires.

Rapport annuel

5. (1) Outre les renseignements qui doivent y être indiqués en application de l'article 2, le rapport annuel indique les renseignements suivants à l'égard de l'association, tels qu'ils existent à la date de remise du rapport :

1. Une déclaration indiquant si une ordonnance de la Cour supérieure de justice nommant un inspecteur en vertu de l'article 130 de la Loi ou un administrateur judiciaire en vertu de l'article 131 de la Loi est actuellement en vigueur et, le cas échéant :
 - i. le nom et l'adresse d'affaires de l'inspecteur ou de l'administrateur judiciaire, selon le cas,
 - ii. la date de l'ordonnance nommant l'inspecteur ou l'administrateur judiciaire, selon le cas.
2. La date de la dernière assemblée générale annuelle.

(2) L'association dépose un rapport annuel auprès du registrateur :

- a) au plus tard 90 jours après la constitution de l'association, si elle a été constituée le 1^{er} janvier ou après cette date et au plus tard le 31 mars de l'année sur laquelle porte le rapport;
- b) au plus tard le 31 mars de chaque année, mais pas avant le 1^{er} janvier de l'année en question, si l'alinéa a) ne s'applique pas.

Rapport transitoire

6. (1) Un rapport transitoire est prescrit pour l'application de la disposition 4 du paragraphe 9.2 (1) de la Loi.

(2) Une association n'est tenue de déposer un rapport transitoire que si elle est constituée avant le jour de l'entrée en vigueur de l'article 9.2 de la Loi.

(3) Outre les renseignements qui doivent y être indiqués en application de l'article 2, le rapport transitoire indique les renseignements suivants à l'égard de l'association, tels qu'ils existent à la date de remise du rapport :

1. Si l'association n'a pas tenu d'assemblée destinée au transfert des pouvoirs en application de l'article 43 de la Loi, le nom du déclarant.

2. Une déclaration indiquant si une ordonnance de la Cour supérieure de justice nommant un inspecteur en vertu de l'article 130 de la Loi ou un administrateur judiciaire en vertu de l'article 131 de la Loi est actuellement en vigueur et, le cas échéant :
 - i. le nom et l'adresse d'affaires de l'inspecteur ou de l'administrateur judiciaire, selon le cas,
 - ii. la date de l'ordonnance nommant l'inspecteur ou l'administrateur judiciaire, selon le cas.
3. La date de la dernière assemblée générale annuelle.
- (4) L'association qui est tenue de déposer un rapport transitoire le fait au plus tard le 31 mars 2018.

Avis de changement

7. (1) Les renseignements suivants sont prescrits pour l'application de l'alinéa 9.3 (1) b) de la Loi :
 1. Tout changement de l'adresse aux fins de signification de l'association.
 2. Tout changement de l'adresse de courrier électronique de l'association, si l'association en a indiqué une dans le rapport qu'elle a déposé le plus récemment en application de la partie II.1 de la Loi.
 3. Dans le cas d'une association qui n'est pas une association condominiale de parties communes, tout changement du nombre total de parties privatives comprises dans l'association.
 4. Dans le cas d'une association qui n'est pas une association condominiale de parties communes, tout changement du nombre total de parties privatives comprises dans l'association dont le propriétaire est exclu du vote par suite de l'application du paragraphe 49 (3) de la Loi.
 5. Dans le cas d'une association condominiale de parties communes, tout changement du nombre maximal de votes susceptibles d'être comptés à une assemblée des propriétaires tenue en application de la Loi, calculé conformément au paragraphe 2 (2).
 6. Pour tout changement concernant les administrateurs élus ou nommés au conseil, la date de prise d'effet du changement.
 7. Tout changement concernant :
 - i. soit le fournisseur de services de gestion de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums ou le gestionnaire de condominiums qui est employé par le fournisseur et qui fournit les services,
 - ii. soit le gestionnaire de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums ou le fournisseur de services de gestion de condominiums, le cas échéant, qui emploie le gestionnaire.
 8. Tout changement de l'adresse aux fins de signification :
 - i. soit du fournisseur de services de gestion de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums ou du gestionnaire de condominiums qui est employé par le fournisseur et qui fournit les services,
 - ii. soit du gestionnaire de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums ou du fournisseur de services de gestion de condominiums, le cas échéant, qui emploie le gestionnaire.
 9. Tout changement dans la déclaration indiquant si une ordonnance de la Cour supérieure de justice nommant un inspecteur en vertu de l'article 130 de la Loi ou un administrateur judiciaire en vertu de l'article 131 de la Loi est actuellement en vigueur et tout changement du nom et de l'adresse d'affaires de l'inspecteur ou de l'administrateur judiciaire, selon le cas.
 10. Le point de savoir si l'association a envoyé, aux fins d'enregistrement, un avis en application du paragraphe 122 (1) ou 123 (7) de la Loi soustrayant la propriété au régime de la Loi au bureau d'enregistrement immobilier où la description de l'association est enregistrée.
 11. Le point de savoir si l'association a vendu la propriété et s'est conformée au paragraphe 124 (3) de la Loi.
 12. Le point de savoir si l'association a reçu un avis de projet d'expropriation de la propriété signifié en application de la *Loi sur l'expropriation*.
 13. Le point de savoir si l'association a présenté une requête en vertu du paragraphe 128 (1) de la Loi ou introduit une autre action en justice en vue d'obtenir une ordonnance visée au paragraphe 128 (2) de la Loi.

14. Le point de savoir si l'association a reçu un avis écrit d'une requête présentée en vertu du paragraphe 128 (1) de la Loi ou d'une autre action en justice introduite en vue d'obtenir une ordonnance visée au paragraphe 128 (2) de la Loi.
 15. Dans le cas d'une association condominiale de propriété à bail, le point de savoir selon le cas :
 - i. si l'association a reçu un avis écrit d'une requête visée au paragraphe 173 (2) de la Loi ou de toute autre action en justice en vue d'obtenir une ordonnance visée au paragraphe 173 (1) de la Loi,
 - ii. si l'association a reçu un avis écrit de l'intention de ne pas reconduire tous les intérêts à bail sur les parties privatives comprises dans l'association visé à l'alinéa 174 (1) b) de la Loi,
 - iii. si l'association a donné au bailleur un avis visé au paragraphe 174 (6) de la Loi.
- (2) L'avis exigé en cas de changement visé au paragraphe (1) précise les changements qui sont survenus et les dates de ces changements.
- (3) L'association dépose l'avis de changement qui est exigé en application du paragraphe 9.3 (1) de la Loi auprès du registraire au plus tard 30 jours après le changement.

Mode de dépôt

8. (1) Sous réserve du paragraphe (2), l'association qui est tenue de déposer un rapport ou un avis de changement le remet au registraire par voie électronique ou par un autre mode que le registraire approuve, s'il est d'avis que sa remise par voie électronique causerait un préjudice injustifié à l'association.

(2) Le rapport ou l'avis remis par voie électronique est remis conformément aux procédures établies par le registraire.

Frais de dépôt tardif

9. Les frais de dépôt tardif visés à l'article 9.6 de la Loi sont exigibles si une association dépose un rapport ou un avis en application de la partie II.1 de la Loi après l'expiration du délai imparti dans le présent règlement pour le déposer.

BASE DE DONNÉES DU REGISTRATEUR**Base de données électronique**

- 10.** (1) Dans le cadre de la tenue de la base de données électronique, le registraire :
- a) prend des mesures raisonnables de protection contre l'accès non autorisé aux renseignements contenus dans la base de données;
 - b) établit des politiques concernant la suppression de la base de données des renseignements qui ne sont plus à jour.
- (2) Pour l'application de l'alinéa 9.7 (1) b) de la Loi, le registraire inclut les renseignements suivants dans la base de données électronique :
1. Si le registraire ou le Tribunal d'appel en matière de permis a pris une ordonnance d'observation en vertu de l'article 134.1 de la Loi enjoignant à une association ou à un administrateur ou dirigeant de cette association de se conformer à toute disposition de la partie II.1 de la Loi et qu'il n'existe aucune possibilité que cette ordonnance soit remplacée en vertu du paragraphe 134.1 (5) de la Loi :
 - i. la date à laquelle l'ordonnance est prise,
 - ii. la dénomination sociale attribuée à l'association en application du paragraphe 27 (3) du Règlement de l'Ontario 49/01 (Description et enregistrement) pris en vertu de la Loi.
 - iii. le nom des administrateurs ou des dirigeants de l'association auxquels l'ordonnance ordonne de se conformer,
 - iv. les dispositions de la partie II.1 de la Loi auxquelles, d'après le registraire ou le Tribunal qui a pris l'ordonnance et qui se fonde sur des motifs raisonnables, l'association, l'administrateur ou le dirigeant a contrevenu,
 - v. une description de l'ordonnance.
 2. Si le registraire établit que, à l'égard d'une association, la Loi a cessé de régir la propriété, une déclaration portant que l'association n'existe plus.

Aucune publication de la base de données

11. Le registraire est soustrait à l'application du paragraphe 9.7 (2) de la Loi.

Confidentialité

12. L'entité ou l'organisation suivante est prescrite pour l'application de l'alinéa 9.8 c) de la Loi :

1. L'organisme d'application au sens de la *Loi de 2015 sur les services de gestion de condominiums*.

Modifications

13. (1) La disposition 3 de l'article 2 du présent règlement est modifiée par insertion de «et le point de savoir si l'association est une association condominiale constituée par étapes» à la fin de la disposition.

(2) L'article 11 est abrogé et remplacé par ce qui suit :

Publication de la base de données

11. (1) Pour l'application du paragraphe 9.7 (2) de la Loi, le registrateur rend publics les renseignements suivants sur chaque association qui sont contenus dans la base de données électronique :

1. Le nom du déclarant.
 2. La date de l'enregistrement de la déclaration et de la description.
 3. La dénomination sociale attribuée à l'association en application du paragraphe 27 (3) du Règlement de l'Ontario 49/01 (Description et enregistrement) pris en vertu de la Loi.
 4. Le genre d'association, comme le prévoient les paragraphes 6 (1) et (2) de la Loi.
 5. L'adresse aux fins de signification de l'association.
 6. L'adresse civique de l'association, si elle est connue, que comporte la déclaration conformément à l'alinéa 7 (2) e) de la Loi.
 7. Dans le cas d'une association qui n'est pas une association condominiale de parties communes, le nombre total de parties privatives comprises dans l'association.
 8. Dans le cas d'une association qui n'est pas une association condominiale de parties communes, le nombre total de parties privatives comprises dans l'association dont le propriétaire n'est pas exclu du vote par suite de l'application du paragraphe 49 (3) de la Loi.
 9. Dans le cas d'une association condominiale de parties communes, le nombre maximal de votes susceptibles d'être comptés à une assemblée des propriétaires tenue en application de la Loi, calculé conformément au paragraphe 2 (2).
 10. Pour chaque administrateur de l'association, son nom et la date de prise d'effet de son élection ou de sa nomination au conseil d'administration.
 11. Le nom et l'adresse aux fins de signification des personnes suivantes :
 - i. le fournisseur de services de gestion de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums et le gestionnaire de condominiums qui est employé par le fournisseur et qui fournit les services,
 - ii. le gestionnaire de condominiums, le cas échéant, avec lequel l'association a conclu une convention pour recevoir des services de gestion de condominiums et le fournisseur de services de gestion de condominiums, le cas échéant, qui emploie le gestionnaire.
 12. La date de début et la date de fin de l'exercice de l'association.
 13. Une déclaration indiquant si une ordonnance de la Cour supérieure de justice nommant un inspecteur en vertu de l'article 130 de la Loi ou un administrateur judiciaire en vertu de l'article 131 de la Loi est actuellement en vigueur et, le cas échéant :
 - i. le nom et l'adresse d'affaires de l'inspecteur ou de l'administrateur judiciaire, selon le cas,
 - ii. la date de l'ordonnance nommant l'inspecteur ou l'administrateur judiciaire, selon le cas.
 14. La date de la dernière assemblée générale annuelle.
 15. Les renseignements visés à la disposition 1 du paragraphe 10 (2) jusqu'à ce que l'association, l'administrateur ou le dirigeant se soit conformé à l'ordonnance visée à cette disposition.
 16. Les renseignements visés à la disposition 2 du paragraphe 10 (2).
- (2) Sous réserve du paragraphe (3), en ce qui concerne les renseignements que l'association est tenue d'inclure dans un rapport annuel, le registrateur ne rend publics, en application du paragraphe (1), que les renseignements qui sont contenus dans le rapport qu'elle a déposé le plus récemment en application de la partie II.1 de la Loi.
- (3) Si l'association a déposé, en application de l'article 9.3 de la Loi, un avis de changement de tout renseignement énuméré au paragraphe (1), la version de ce renseignement que le registrateur est tenu de rendre public en application de ce paragraphe est le renseignement mis à jour par l'avis de changement.
- (4) Le registrateur rend publics les renseignements que le présent article exige qu'il rende publics :
- a) en les affichant sur Internet sur le site Web de l'autorité du secteur des condominiums;

b) par tout autre moyen que le registrateur estime approprié.

(5) Le registrateur ne divulgue en vrac à une personne les renseignements que le présent article exige qu'il rende publics que dans la mesure où l'article 9.8 de la Loi l'y autorise.

(6) Le registrateur ne met à la disposition d'une personne les renseignements que le présent article exige qu'il rende publics que si la personne a convenu de les utiliser uniquement à des fins personnelles.

Résumés ou analyses

11.1 (1) Le registrateur peut publier des résumés ou des analyses des données contenues dans la base de données électronique uniquement à des fins non commerciales.

(2) Les résumés ou analyses mentionnés au paragraphe (1) ne doivent contenir aucun renseignement sur une association identifiable.

(3) La disposition 4 du paragraphe 11 (1) du présent règlement, telle qu'elle est prise de nouveau par le paragraphe (2), est modifiée par insertion de «et le point de savoir si l'association est une association condominiale constituée par étapes» à la fin de la disposition.

Entrée en vigueur

14. (1) Sous réserve des paragraphes (2) et (3), le présent règlement entre en vigueur le dernier en date du jour de l'entrée en vigueur de l'article 12 de l'annexe 1 de la *Loi de 2015 sur la protection des propriétaires de condominiums* et du jour du dépôt du présent règlement.

(2) Les paragraphes 13 (1) et (3) entrent en vigueur le dernier en date du jour de l'entrée en vigueur du paragraphe 9 (4) de l'annexe 1 de la *Loi de 2015 sur la protection des propriétaires de condominiums* et du jour du dépôt du présent règlement.

(3) Le paragraphe 13 (2) entre en vigueur le dernier en date du 1^{er} avril 2018 et du jour du dépôt du présent règlement.

ONTARIO REGULATION 378/17

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Amending O. Reg. 181/17

(DESIGNATION OF CONDOMINIUM AUTHORITY)

1. (1) Paragraph 1 of section 2 of Ontario Regulation 181/17 is revoked and the following substituted:

1. Sections 9.1 to 9.9, 134.1, 134.2 and 136.2 of the Act.

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

3. All provisions of Ontario Regulation 377/17 (Condominium Returns) made under the Act.

Commencement

2. This Regulation comes into force on the latest of the day sections 12 and 117 of Schedule 1 to the *Protecting Condominium Owners Act, 2015* come into force and the day this Regulation is filed.

41/17

RÈGLEMENT DE L'ONTARIO 378/17

pris en vertu de la

LOI DE 1998 SUR LES CONDOMINIUMS

pris le 27 septembre 2017

déposé le 29 septembre 2017

publié sur le site Lois-en-ligne le 29 septembre 2017

imprimé dans la *Gazette de l'Ontario* le 14 octobre 2017

modifiant le Règl. de l'Ont. 181/17

(DÉSIGNATION DE L'AUTORITÉ DU SECTEUR DES CONDOMINIUMS)

1. (1) La disposition 1 de l'article 2 du Règlement de l'Ontario 181/17 est abrogée et remplacée par ce qui suit :

1. Les articles 9.1 à 9.9, 134.1, 134.2 et 136.2 de la Loi.

(2) L'article 2 du Règlement est modifié par adjonction de la disposition suivante :

3. Toutes les dispositions du Règlement de l'Ontario 377/17 (Rapports des associations condominiales) pris en vertu de la Loi.

Entrée en vigueur

2. Le présent règlement entre en vigueur le dernier en date du jour de l'entrée en vigueur des articles 12 et 117 de l'annexe 1 de la *Loi de 2015 sur la protection des propriétaires de condominiums* et du jour du dépôt du présent règlement.

41/17

ONTARIO REGULATION 379/17

made under the

CONDOMINIUM ACT, 1998

Made: September 27, 2017

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Amending O. Reg. 180/17, which amends O. Reg. 48/01
(GENERAL)

1. Subsection 49 (2) of Ontario Regulation 180/17 is revoked and the following substituted:

(2) Section 1, subsection 2 (1) and section 4 come into force on November 1, 2017.

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

41/17

RÈGLEMENT DE L'ONTARIO 379/17

pris en vertu de la

LOI DE 1998 SUR LES CONDOMINIUMS

pris le 27 septembre 2017

déposé le 29 septembre 2017

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modifiant le Règl. de l'Ont. 180/17, qui modifie le Règl. de l'Ont. 48/01
(DISPOSITIONS GÉNÉRALES)

1. Le paragraphe 49 (2) du Règlement de l'Ontario 180/17 est abrogé et remplacé par ce qui suit :

(2) L'article 1, le paragraphe 2 (1) et l'article 4 entrent en vigueur le 1^{er} novembre 2017.

Entrée en vigueur**2. Le présent règlement entre en vigueur le jour de son dépôt.**

41/17

ONTARIO REGULATION 380/17
made under the
CONDOMINIUM MANAGEMENT SERVICES ACT, 2015

Made: September 27, 2017
Filed: September 29, 2017
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Amending O. Reg. 123/17
(GENERAL)

1. Paragraphs 4, 5 and 6 of subsection 2 (1) of Ontario Regulation 123/17 are revoked and the following substituted:

4. An individual or a firm, within the meaning of the *Chartered Professional Accountants of Ontario Act, 2017*, who is authorized under that Act to practise as a Chartered Professional Accountant and who is acting within that authority in providing services to a condominium corporation.

2. Clause 4 (1) (c) of the Regulation is revoked and the following substituted:

- (c) if the applicant is an individual, be accompanied by a criminal record and judicial matters check under the *Police Record Checks Reform Act, 2015* for the applicant that is dated no earlier than six months before the date on which the application is submitted to the registrar;

3. Clause 9 (1) (b) of the Regulation is revoked and the following substituted:

- (b) within the one-year period before the day section 34 of the Act comes into force, provided condominium management services to a client.

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

Exemption re employment, deemed limited licence

10.1 A deemed limited licensee is exempt from subsection 51 (3) of the Act.

5. Section 11 of the Regulation is amended by adding the following subsections:

(2.1) An applicant is exempt from the requirements set out in paragraphs 1, 3 and 4 of subsection (1) if the applicant was licensed as a general licensee under a licence that has expired within the two years before making the application.

(2.2) If an applicant was licensed as a general licensee under a licence that has expired within the two years before making the application, the registrar may exempt the applicant from paragraph 2 of subsection (1), and may impose conditions on the exemption.

6. Section 13 of the Regulation is revoked and the following substituted:

Exemption re employment

13. A general licensee who is employed by no more than three condominium corporations and who is not an independent contractor is exempt from subsection 51 (3) of the Act.

7. (1) Clause 14 (1) (b) of the Regulation is revoked and the following substituted:

- (b) within the one-year period before the day section 34 of the Act comes into force, provided condominium management services to a client.

(2) Section 14 of the Regulation is amended by adding the following subsection:

- (5) A deemed transitional general licensee is exempt from subsection 51 (3) of the Act.

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

Exemption re employment, transitional general licence

16.1 A transitional general licensee who is employed by no more than three condominium corporations and who is not an independent contractor is exempt from subsection 51 (3) of the Act.

Commencement

9. (1) Subject to subsection (2), this Regulation comes into force on the later of the day section 34 of Schedule 2 to the *Protecting Condominium Owners Act, 2015* comes into force and the day this Regulation is filed.

(2) Section 2 comes into force on the later of the day subsection 8 (1) of the *Police Record Checks Reform Act, 2015* comes into force and the day this Regulation is filed.

41/17

RÈGLEMENT DE L'ONTARIO 380/17

pris en vertu de la

LOI DE 2015 SUR LES SERVICES DE GESTION DE CONDOMINIUMS

pris le 27 septembre 2017
déposé le 29 septembre 2017
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imprimé dans la *Gazette de l'Ontario* le 14 octobre 2017

modifiant le Règl. de l'Ont. 123/17
(DISPOSITIONS GÉNÉRALES)

1. Les dispositions 4, 5 et 6 du paragraphe 2 (1) du Règlement de l'Ontario 123/17 sont abrogées et remplacées par ce qui suit :

4. Un particulier ou un cabinet au sens de la *Loi de 2017 sur les comptables professionnels agréés de l'Ontario* qui est autorisé sous le régime de cette loi à exercer la profession de comptable professionnel agréé et qui agit dans les limites de cette autorisation pour fournir des services à une association condominiale.

2. L'alinéa 4 (1) c) du Règlement est abrogé et remplacé par ce qui suit :

- c) si le demandeur est un particulier, est accompagnée d'une vérification de casier judiciaire et d'affaires judiciaires prévue par la *Loi de 2015 sur la réforme des vérifications de dossiers de police* le concernant qui est datée au plus tôt six mois avant la date à laquelle la demande est présentée au registrateur;

3. L'alinéa 9 (1) b) du Règlement est abrogé et remplacé par ce qui suit :

- b) au cours de l'année précédant le jour de l'entrée en vigueur de l'article 34 de la Loi, a fourni des services de gestion de condominiums à un client.

4. Le Règlement est modifié par adjonction de l'article suivant :

Permis assimilé à un permis restreint : dispense liée à l'emploi

10.1 Le titulaire d'un permis assimilé à un permis restreint est soustrait à l'application du paragraphe 51 (3) de la Loi.

5. L'article 11 du Règlement est modifié par adjonction des paragraphes suivants :

(2.1) Le demandeur est dispensé des exigences énoncées aux dispositions 1, 3 et 4 du paragraphe (1) s'il était agréé comme titulaire d'un permis général aux termes d'un permis qui a expiré au cours des deux années précédant la présentation de la demande.

(2.2) Si le demandeur était agréé comme titulaire d'un permis général aux termes d'un permis qui a expiré au cours des deux années précédant la présentation de la demande, le registrateur peut le soustraire à l'application de la disposition 2 du paragraphe (1), et peut assortir de conditions la dispense ainsi accordée.

6. L'article 13 du Règlement est abrogé et remplacé par ce qui suit :

Dispense liée à l'emploi

13. Le titulaire d'un permis général qui est employé par au plus trois associations condominiales et qui n'est pas un entrepreneur indépendant est soustrait à l'application du paragraphe 51 (3) de la Loi.

7. (1) L'alinéa 14 (1) b) du Règlement est abrogé et remplacé par ce qui suit :

- b) au cours de l'année précédant le jour de l'entrée en vigueur de l'article 34 de la Loi, a fourni des services de gestion de condominiums à un client.

(2) L'article 14 du Règlement est modifié par adjonction du paragraphe suivant :

(5) Le titulaire d'un permis assimilé à un permis général transitoire est soustrait à l'application du paragraphe 51 (3) de la Loi.

8. Le Règlement est modifié par adjonction de l'article suivant :

Permis général transitoire : dispense liée à l'emploi

16.1 Le titulaire d'un permis général transitoire qui est employé par au plus trois associations condominiales et qui n'est pas un entrepreneur indépendant est soustrait à l'application du paragraphe 51 (3) de la Loi.

Entrée en vigueur

9. (1) Sous réserve du paragraphe (2), le présent règlement entre en vigueur le dernier en date du jour de l'entrée en vigueur de l'article 34 de l'annexe 2 de la *Loi de 2015 sur la protection des propriétaires de condominiums* et du jour du dépôt du présent règlement.

(2) L'article 2 entre en vigueur le dernier en date du jour de l'entrée en vigueur du paragraphe 8 (1) de la *Loi de 2015 sur la réforme des vérifications de dossiers de police* et du jour du dépôt du présent règlement.

41/17

ONTARIO REGULATION 381/17

made under the

DENTAL HYGIENE ACT, 1991

Made: May 1, 2017

Approved: September 27, 2017

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Printed in *The Ontario Gazette*: October 14, 2017**DESIGNATED DRUGS**

GENERAL

Conditions

1. (1) Nothing in this Regulation authorizes the prescribing, dispensing or selling of any drug unless that drug is a drug listed in Schedule 1.

(2) A member shall not engage in conduct that results, directly or indirectly, in a personal or financial benefit that conflicts with his or her professional or ethical duty to a patient as a result of prescribing, dispensing or selling a drug.

(3) A member who prescribes, dispenses or sells a drug shall comply with all applicable federal and provincial laws related to prescribing, dispensing or selling a drug.

(4) A member who is authorized to prescribe a drug shall not delegate the performance of prescribing a drug to any other person.

(5) Subject to subsection (6), it is a standard of practice of the profession that no member may prescribe, dispense or sell any drug unless he or she has successfully completed the relevant training in pharmacology that has been approved by the Council.

(6) A member may prescribe, dispense or sell any drug without first having successfully completed the training requirement of subsection (5) as long as the controlled act is performed while,

(a) taking part in the training required by subsection (5); and

(b) under the supervision of a member who has successfully completed such training.

Limitations, etc.

2. Where a limitation or a route of administration respecting a drug is indicated in Schedule 1, a member shall only prescribe, dispense or sell that drug in compliance with the limitation and in accordance with the route of administration specified.

PRESCRIBING

Prescribing

3. For the purposes of paragraph 3 of section 4 of the Act, a member may only prescribe a drug if the drug is an antimicrobial that is listed in Schedule 1 and if the member complies with all of the following conditions:

1. The member must have a dental hygienist-patient relationship with the patient for whom the drug is prescribed.
2. The member must prescribe the drug for therapeutic purposes only.
3. The member must ensure that the following information is recorded on the prescription:
 - i. The name and address of the person for whom the drug is prescribed.
 - ii. The name, strength (where applicable) and quantity of the drug that is prescribed.
 - iii. The directions for use.
 - iv. The member's name, address, telephone number, title and registration number issued by the College.
 - v. The member's signature.
 - vi. The date on which the drug is prescribed.
 - vii. The number of refills, if applicable.

4. The member must retain a copy of the information recorded on the prescription required under paragraph 3 as part of the patient's health record.

DISPENSING

Dispensing

4. For the purposes of paragraph 3 of section 4 of the Act, a member may only dispense a drug if the drug is an antimicrobial or an anticariogenic that is listed in Schedule 1 and the member complies with all of the following conditions:

1. The member must have a dental hygienist-patient relationship with the patient for whom the drug is dispensed.
2. The member must dispense the drug pursuant to a prescription issued by the member or by another regulated health professional who the member works with in a collaborative relationship.
3. The member must dispense the drug for therapeutic purposes only.
4. The member must have reasonable grounds to believe that the drug has been obtained and stored in accordance with any applicable federal or provincial legislation.
5. The member must be satisfied that the drug has not expired and will not expire before the date on which the patient is expected to take the last of the drug.
6. The member must ensure that the container in which the drug is dispensed is marked with,
 - i. a drug identification number, where applicable,
 - ii. the member's name and title,
 - iii. the name, address and telephone number of the place from which the drug is dispensed,
 - iv. the identification of the drug as to its name, its strength, where applicable, and, if available, its manufacturer,
 - v. the quantity of the drug dispensed,
 - vi. the date the drug is dispensed,
 - vii. the expiry date of the drug, if applicable,
 - viii. the name of the patient for whom the drug is dispensed, and
 - ix. the directions for use.

Information to be retained

5. The member must retain in the patient's health record a copy of the information that is required to be marked on the container under paragraph 6 of section 4.

SELLING

Selling

6. For the purposes of paragraph 3 of section 4 of the Act, a member may only sell a drug if the drug is an antimicrobial or an anticariogenic that is listed in Schedule 1 and the member complies with all of the following conditions:

1. The member must have a dental hygienist-patient relationship with the patient to whom the drug is sold.
2. The member must sell the drug for therapeutic purposes only.
3. The member must have reasonable grounds to believe that the drug has been obtained and stored in accordance with any applicable federal or provincial legislation.
4. The member must be satisfied that the drug has not expired and will not expire before the date on which the patient is expected to take the last of the drug.
5. The member must not sell the drug if the selling provides a profit to him or her, or a direct or indirect personal or financial benefit, other than the actual cost of the drug.
6. The member must retain in the patient's health record a record that the drug was sold to the patient, the price charged and confirmation that the conditions described in paragraphs 1 and 2 were met.

Restriction on description

7. A dental hygienist shall not describe himself or herself orally or in writing as a person who is authorized to sell a drug unless he or she states that such drug can only be sold to a person with whom the dental hygienist has a dental hygienist-patient relationship.

COMMENCEMENT**Commencement****8. This Regulation comes into force on the day it is filed.****SCHEDULE 1**

1. Anticariogenics
 - i. Fluoride and its salts, except that the following are not to be considered drugs:
 - A. Sodium fluoride in dentrifices in concentrations of not more than 0.25 per cent.
 - B. Stannous fluoride in dentrifices in concentrations of not more than 0.4 per cent.
2. Antimicrobials
 - i. Chlorhexidine and its salts when used as a topical oral preparation.

Made by:
Pris par :

COUNCIL OF THE COLLEGE OF DENTAL HYGIENISTS OF ONTARIO:
LE CONSEIL DE L'ORDRE DES HYGIÉNISTES DENTAIRE DE L'ONTARIO :

HEATHER BLONDIN
President / Présidente

LISA TAYLOR
Registrar / Registrare

Date made: May 1, 2017
Pris le : 1 mai 2017

41/17

RÈGLEMENT DE L'ONTARIO 381/17

pris en vertu de la

LOI DE 1991 SUR LES HYGIÉNISTES DENTAIRES

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imprimé dans la *Gazette de l'Ontario* le 14 octobre 2017**MÉDICAMENTS DÉSIGNÉS**

DISPOSITIONS GÉNÉRALES

Conditions

1. (1) Le présent règlement n'a pas pour effet d'autoriser la prescription, la préparation ou la vente d'un médicament, sauf si celui-ci figure à l'annexe 1.

(2) Aucun membre ne doit se conduire d'une manière qui donne lieu, directement ou indirectement, à un avantage personnel ou financier incompatible avec son obligation professionnelle ou éthique envers un patient en raison de la prescription, de la préparation ou de la vente d'un médicament.

(3) Le membre qui prescrit, prépare ou vend un médicament se conforme à toutes les lois fédérales et provinciales applicables à ces actes.

(4) Le membre autorisé à prescrire un médicament ne doit pas déléguer cet acte à une autre personne.

(5) Sous réserve du paragraphe (6), l'exercice de la profession est assujéti à la norme selon laquelle un membre ne peut prescrire, préparer ou vendre un médicament que s'il a réussi la formation pertinente en pharmacologie approuvée par le conseil.

(6) Le membre peut prescrire, préparer ou vendre un médicament sans avoir d'abord satisfait à l'exigence en matière de formation prévue au paragraphe (5), pourvu que les conditions suivantes soient réunies :

- a) l'acte autorisé est accompli dans le cadre de la formation qu'exige le paragraphe (5);
- b) il est accompli sous la surveillance d'un membre ayant réussi une telle formation.

Restrictions

2. Si l'annexe 1 indique une restriction ou une voie d'administration à l'égard d'un médicament, le membre ne doit prescrire, préparer ou vendre ce médicament que conformément à la restriction et à la voie d'administration précisées.

PRESCRIPTION

Prescription

3. Pour l'application de la disposition 3 de l'article 4 de la Loi, un membre ne peut prescrire un médicament que si, d'une part, celui-ci est un antimicrobien figurant à l'annexe 1 et que, d'autre part, toutes les conditions suivantes sont réunies :

1. Le membre doit avoir une relation hygiéniste dentaire-patient avec le patient à qui le médicament est prescrit.
2. Le membre ne doit prescrire le médicament qu'à des fins thérapeutiques.
3. Le membre doit veiller à ce que les renseignements suivants soient consignés sur l'ordonnance :
 - i. le nom et l'adresse de la personne à qui le médicament est prescrit,
 - ii. le nom, la concentration (s'il y a lieu) et la quantité de médicament prescrit,
 - iii. le mode d'emploi du médicament,
 - iv. son nom, son adresse, son numéro de téléphone, ainsi que son titre et le numéro d'inscription délivré par l'Ordre,
 - v. sa signature,
 - vi. la date de prescription du médicament,
 - vii. le nombre de renouvellements, s'il y a lieu.

4. Le membre doit conserver dans le dossier de santé du patient une copie des renseignements consignés sur l'ordonnance et qu'exige la disposition 3.

PRÉPARATION

Préparation

4. Pour l'application de la disposition 3 de l'article 4 de la Loi, un membre ne peut préparer un médicament que si, d'une part, celui-ci est un antimicrobien ou un anticariogène figurant à l'annexe 1 et que, d'autre part, toutes les conditions suivantes sont réunies :

1. Le membre doit avoir une relation hygiéniste dentaire-patient avec le patient pour qui le médicament est préparé.
2. Le membre doit préparer le médicament conformément à une ordonnance qu'il a lui-même donnée ou qu'a donnée un autre membre d'une profession de la santé réglementée avec lequel il collabore.
3. Le membre ne doit préparer le médicament qu'à des fins thérapeutiques.
4. Le membre doit avoir des motifs raisonnables de croire que le médicament a été obtenu et conservé conformément aux lois fédérales ou provinciales applicables.
5. Le membre doit être convaincu que le médicament n'a pas expiré et qu'il n'expirera pas avant la date à laquelle il est prévu que le patient prenne la dernière dose.
6. Le membre doit veiller à ce que les renseignements suivants figurent sur le contenant dans lequel le médicament est préparé :
 - i. le numéro d'identification du médicament, s'il y a lieu,
 - ii. son nom et son titre,
 - iii. le nom, l'adresse et le numéro de téléphone du lieu où le médicament est préparé,
 - iv. l'identification du médicament, soit son nom, sa concentration, s'il y a lieu, et le nom du fabricant, si ce renseignement est disponible,
 - v. la quantité de médicament préparée,
 - vi. la date de préparation du médicament,
 - vii. la date d'expiration du médicament, s'il y a lieu,
 - viii. le nom du patient pour qui le médicament est préparé,
 - ix. le mode d'emploi du médicament.

Renseignements à conserver

5. Le membre doit conserver dans le dossier de santé du patient une copie des renseignements devant figurer sur le contenant conformément à la disposition 6 de l'article 4.

VENTE

Vente

6. Pour l'application de la disposition 3 de l'article 4 de la Loi, un membre ne peut vendre un médicament que si, d'une part, celui-ci est un antimicrobien ou un anticariogène figurant à l'annexe 1 et que, d'autre part, toutes les conditions suivantes sont réunies :

1. Le membre doit avoir une relation hygiéniste dentaire-patient avec le patient à qui le médicament est vendu.
2. Le membre ne doit vendre le médicament qu'à des fins thérapeutiques.
3. Le membre doit avoir des motifs raisonnables de croire que le médicament a été obtenu et conservé conformément aux lois fédérales ou provinciales applicables.
4. Le membre doit être convaincu que le médicament n'a pas expiré et qu'il n'expirera pas avant la date à laquelle il est prévu que le patient prenne la dernière dose.
5. Le membre ne doit pas vendre le médicament si cette vente lui procure un bénéfice ou un avantage personnel ou financier direct ou indirect, hormis le prix réel du médicament.
6. Le membre doit conserver dans le dossier de santé du patient un relevé de la vente du médicament au patient, le prix exigé et une attestation de respect des conditions visées aux dispositions 1 et 2.

Restriction : description

7. Un hygiéniste dentaire ne doit pas se présenter verbalement ou par écrit comme personne autorisée à vendre un médicament, sauf s'il indique que ce médicament ne peut être vendu qu'à une personne avec qui il a une relation hygiéniste dentaire-patient.

ENTRÉE EN VIGUEUR**Entrée en vigueur****8. Le présent règlement entre en vigueur le jour de son dépôt.****ANNEXE 1****1. Anticariogènes**

i. Fluorure et ses sels, à l'exception des produits suivants qui ne doivent pas être considérés comme des médicaments :

A. Fluorure de sodium dans les dentifrices en concentration de 0,25 % ou moins;

B. Fluorure d'étain dans les dentifrices en concentration de 0,4 % ou moins.

2. Antimicrobiens

i. Chlorhexidine et ses sels utilisés dans des préparations pour usage oral topique.

Made by:

Pris par :

COUNCIL OF THE COLLEGE OF DENTAL HYGIENISTS OF ONTARIO:
LE CONSEIL DE L'ORDRE DES HYGIÉNISTES DENTAIRES DE L'ONTARIO :

HEATHER BLONDIN
President / Présidente

LISA TAYLOR
Registrar / Registrare

Date made: May 1, 2017

Pris le : 1 mai 2017

41/17

NOTE: Consolidated regulations and various legislative tables pertaining to regulations can be found on the e-Laws website.

REMARQUE : Les règlements codifiés et diverses tables concernant les règlements se trouvent sur le site Lois-en-ligne.

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Texte d'information pour la Gazette de l'Ontario

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 Gazette@ontario.ca

Tarifs publicitaires et soumission de format :

- 1) Envoyer les annonces dans le format Word.doc par courriel à Gazette@ontario.ca
- 2) Le tarif publicitaire pour la première insertion envoyée électroniquement est de 75,00\$ par espace-colonne jusqu'à un ¼ de page.
- 3) Pour chaque insertion supplémentaire commandée en même temps que l'insertion initiale, le tarif est 40,00\$
- 4) Les clients peuvent confirmer la publication d'une annonce en visitant le site web de La Gazette de l'Ontario www.ontario.ca/gazette ou en visionnant une copie imprimée à une bibliothèque locale.

Abonnement :

Le tarif d'abonnement annuel est de 126,50\$ + T.P.S. pour 52 ou 53 numéros hebdomadaires débutant le premier samedi du mois de janvier (payable à l'avance) L'inscription d'un nouvel abonnement au courant de l'année sera calculée de façon proportionnelle pour la première année. Un nouvel abonné peut commander des copies d'éditions précédentes de la Gazette au coût d'une copie individuelle si l'inventaire le permet.

Le remboursement pour l'annulation d'abonnement sera calculé de façon proportionnelle à partir de 50% ou moins selon la date. Pour obtenir de l'information sur l'abonnement ou les commandes s.v.p. téléphonez le (416) 326-5306 durant les heures de bureau.

Copies individuelles :

Des copies individuelles de la Gazette peuvent être commandées en direct en ligne au site www.serviceontario.ca/publications ou en téléphonant 1-800-668-9938.

Options de paiement :

Les paiements peuvent être effectués au moyen de la carte Visa ou MasterCard ou chèques ou mandats fait à l'ordre du MINISTRE DES FINANCES. Toute correspondance, notamment les changements d'adresse, doit être adressée à :

LA GAZETTE DE L'ONTARIO

Direction de la gestion des revenus, Publications Ontario

222, rue Jarvis, 8ème étage, Toronto, Ontario M74 0B6

Téléphone (416) 326-5306

Paiement – Annonces :

Pour le traitement rapide les clients peuvent faire leur paiement au moyen de la carte Visa ou MasterCard ou lorsqu'ils soumettent leurs annonces. Les frais peuvent également être facturés.

MINISTÈRES DU GOUVERNEMENT DE L'ONTARIO S.V.P. NOTEZ

Paiements par écriture de journal seulement. S.V.P. communiquez avec le bureau de la Gazette au 416 326-5310 ou à Gazette@ontario.ca.



Information Text for Ontario Gazette

The Ontario Gazette is published every Saturday. Advertisements/notices must be received no later than 3 pm on Thursday, 9 days before publication of the issue in which they should appear. For weeks including Easter Monday, November 11th or a statutory holiday allow an extra day. For the Christmas/New Year holiday schedule please contact the Gazette at (416) 326-5310 or by email at Gazette@ontario.ca

Advertising rates and submission formats:

- 1) Please submit all notices in a Word.doc format to: Gazette@ontario.ca
- 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.
- 4) Clients may confirm publication of a notice by visiting The Ontario Gazette web site at: www.ontario.ca/gazette or by viewing a printed copy at a local library.

Subscriptions:

The annual subscription rate is \$126.50 + H.S.T. for 52 or 53 weekly issues beginning the first Saturday in January, payable in advance. In-year new subscriptions will be pro-rated for the first year. A new subscriber may order back issues of the Gazette at the single-copy rate as inventory permits.

Refunds for cancelled subscriptions will be pro-rated from 50% or less depending upon date. For subscription information/orders please call (416) 326-5306 during normal business hours.

Single Copies:

Individual Gazette copies may be ordered on-line through the website at www.serviceontario.ca/publications or by phone at 1-800-668-9938.

Payment Options:

Subscriptions may be paid by VISA or MasterCard or by Cheque or Money order payable to THE MINISTER OF FINANCE. All subscription enquiries and correspondence, including address changes, should be mailed to:

THE ONTARIO GAZETTE

Publications Ontario Financial Unit

222 Jarvis Street, 8th Floor, Toronto, Ontario M7A 0B6

Telephone: (416) 326-5306

Payment – Notices:

For fastest processing clients may pay by VISA or MasterCard when submitting notices. Charges may also be invoiced.

ONTARIO GOVERNMENT MINISTRIES PLEASE NOTE:

Payment by Journal Entry only. Please contact the Gazette office at 416 326-5310 or at Gazette@ontario.ca

