

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

- and -

ONTARIO LOTTERY AND GAMING CORPORATION

- and -

ONTARIO FIRST NATIONS LIMITED PARTNERSHIP

- and -

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP

- and -

INDIAN ASSOCIATIONS CO-ORDINATING COMMITTEE OF ONTARIO INC.

CLOSING AGREEMENT

February 19, 2008

TABLE OF CONTENTS

ARTICLE 1

INTERPRETATION.....	2
1.1 Definitions.....	2
1.2 First Nations in Ontario under Agreement.....	5
1.3 Schedules	5
1.4 Headings and Table of Contents	5
1.5 Statutes and Regulations	6
1.6 Gender and Number.....	6
1.7 Currency.....	6
1.8 Entire Agreement	6
1.9 Waiver, Amendment.....	7
1.10 Governing Law	7

ARTICLE 2

CONDITIONS	7
2.1 Mutual Conditions	7
2.2 Conditions for the Benefit of the Province and OLG	9
2.3 Conditions for the Benefit of OFNLP, OFNLP 2008 and the Chiefs of Ontario.....	9

ARTICLE 3

SATISFACTION OF CONDITIONS AND CLOSING.....	10
3.1 Satisfaction of Conditions.....	10
3.2 Deliveries on Pre-Closing Date.....	10
3.3 Deliveries on Closing Date	12
3.4 Escrow.....	13
3.5 Deliveries Post Closing.....	13
3.6 Discontinuance, With Prejudice, of the 20% Litigation	14

ARTICLE 4

REPRESENTATIONS AND WARRANTIES.....	14
4.1 By OFNLP	14
4.2 By OFNLP 2008	15
4.3 By the Chiefs of Ontario	17
4.4 By the Province.....	17
4.5 By OLG.....	18
4.6 Investigations	19
4.7 Survival.....	19

ARTICLE 5

GENERAL PROVISIONS	19
5.1 Non Derogation.....	19
5.2 Assignment	19
5.3 Notices	19
5.4 Time of Essence	21
5.5 Further Assurances.....	21
5.6 Counterparts.....	21
Schedule 1.1(b) – 20% Litigation Discontinuance Documentation	
Schedule 1.1(l) – Mutual Release	
Schedule 1.2 – First Nations in Ontario	

CLOSING AGREEMENT

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

A M O N G:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as

represented by THE MINISTER OF ABORIGINAL AFFAIRS

(the “Province”)

- and -

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

(“OLG”)

- and -

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

(“OFNLP”)

- and -

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

(“OFNLP 2008”)

- and -

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

(“Chiefs of Ontario”)

RECITALS:

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

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

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement and the recitals:

- (a) “**20% Litigation**” means the legal action styled as Chiefs of Ontario, et al.-v- Her Majesty the Queen in Right of Ontario, et al (being Court File No. 98-CV-152417CM);
- (b) “**20% Litigation Discontinuance Documentation**” means the Consent including the draft Order for discontinuance, in the form attached as Schedule 1.1(b);
- (c) “**Business Day**” means any day which is not a Saturday, Sunday or a day observed as a statutory holiday in the Province of Ontario under the laws of the Province of Ontario or the federal laws of Canada applicable therein;
- (d) “**Chiefs In Assembly**” means a duly and properly constituted general or special meeting of the duly elected Chiefs of the First Nations in Ontario;

- (e) “**Closing Agreement**” means this Closing Agreement and all schedules attached to this Closing Agreement, in each case as they may be supplemented or amended from time to time, and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this Agreement, and unless otherwise indicated, references to Articles and sections are to the specified Articles and sections in this Closing Agreement;
- (f) “**Closing Date**” means February 19, 2008, being the date upon which the conditions set out in this Agreement in order for the Formal Agreements to come into full force and effect are required to be satisfied;
- (g) “**Closing Time**” means 2:00 p.m. (Toronto time) on the Closing Date;
- (h) “**Consent**” means the consent of the Chiefs of Ontario, OFNLP, the Province and OLG to (i) the discontinuance, with prejudice, of the 20% Litigation, and (ii) in the case of the Chiefs of Ontario and OFNLP, to the obtaining by the Province and OLG of an order discontinuing, with prejudice, the 20% Litigation as contemplated in section 3.6(b);
- (i) “**First Nations In Ontario**” has the meaning attributed to that term in section 1.2;
- (j) “**Formal Agreements**” means the Gaming Revenue Sharing and Financial Agreement, the Mutual Release, the Consent and this Closing Agreement;
- (k) “**Gaming Revenue Sharing And Financial Agreement**” means the Gaming Revenue Sharing and Financial Agreement dated February 19, 2008 among the Province, OLG, OFNLP and OFNLP 2008 as the same may be duly and properly amended, modified, supplemented or restated from time to time;
- (l) “**Mutual Release**” means the release in favour of the Province and OLG by OFNLP and the Chiefs of Ontario of all claims related to the 20% Litigation and the release in favour of OFNLP and the Chiefs of Ontario by the Province and OLG of all claims related to the 20% Litigation, in the form attached as Schedule 1.1(l);
- (m) “**OFN General Partner**” means Ontario First Nations General Partner Inc., the general partner of OFNLP, and includes any successor thereto resulting from any merger,

arrangement, amalgamation or other reorganization of or including Ontario First Nations General Partner Inc., or any continuance under the laws of another jurisdiction;

(n) “**OFN Shareholders’ Agreement**” means the shareholders’ agreement among OFN General Partner and those First Nations in Ontario that are shareholders thereof, dated June 2, 2000, as the same may be duly and properly amended, modified, supplemented or restated from time to time.

(o) “**OFN 2008 General Partner**” means New OFNLP General Partner Limited, the general partner of OFNLP 2008, and includes any successor thereto resulting from any merger, arrangement, amalgamation or other reorganization of or including New OFNLP General Partner Limited , or any continuance under the laws of another jurisdiction;

(p) “**OFN 2008 Shareholders’ Agreement**” means the shareholders’ agreement among OFN 2008 General Partner and those First Nations in Ontario that are shareholders thereof, dated February 7, 2008, as the same may be duly and properly amended, modified, supplemented or restated from time to time;

(q) “**OFNLP Limited Partner**” means a First Nation in Ontario which is a limited partner of OFNLP;

(r) “**OFNLP Partnership Agreement**” means the limited partnership agreement dated June 2, 2000 among the OFNLP Limited Partners and OFN General Partner, as the same may be duly and properly amended, modified, supplemented or restated from time to time;

(s) “**OFNLP 2008 Limited Partner**” means a First Nation in Ontario which is a limited partner of OFNLP 2008;

(t) “**OFNLP 2008 Partnership Agreement**” means the limited partnership agreement dated February 7, 2008 among OFNLP 2008 Limited Partners and OFN 2008 General Partner, as the same may be duly and properly amended, modified, supplemented or restated from time to time;

- (u) “**OLGC Act**” means the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario);
- (v) “**Order**” means an order granting leave to discontinue with prejudice, the 20% Litigation, substantially in the form of the draft order comprising part of the 20% Litigation Discontinuance Documentation;
- (w) “**Political Confederacy**” means the board of directors of Indian Associations Co-Ordinating Committee of Ontario Inc.;
- (x) “**Pre-Closing Date**” means the third Business Day preceding the Closing Date;
- (y) “**Pre-Closing Time**” means 2:00 p.m. (Toronto time) on the Pre-Closing Date; and
- (z) “**Unsatisfied Condition**” has the meaning attributed to that term in section 3.1.

1.2 First Nations in Ontario under Agreement

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

1.3 Schedules

The following are the schedules attached to this Closing Agreement:

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

1.4 Headings and Table of Contents

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

1.5 Statutes and Regulations

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

1.6 Gender and Number

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

1.7 Currency

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

1.8 Entire Agreement

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

1.9 Waiver, Amendment

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

1.10 Governing Law

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

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

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

- (a) The Province shall have obtained all necessary internal approvals and authorizations of the Government of Ontario for the execution and delivery of, and the performance of its obligations pursuant to, those Formal Agreements to which the Province is a party;
- (b) OLG shall have obtained the approval of its board of directors for the due execution and delivery of, and the performance of its obligations pursuant to, those Formal Agreements to which OLG is a party;
- (c) OFNLP shall have obtained the due authorization of the OFNLP Limited Partners, by an extraordinary resolution of the OFNLP Limited Partners duly passed in accordance with the terms of the OFNLP Partnership Agreement, for the due execution and delivery

of, and the performance of its obligations under, each of those Formal Agreements to which OFNLP is a party;

(d) OFNLP 2008 shall have obtained the due authorization of at least two-thirds of the OFNLP 2008 Limited Partners in accordance with the terms of the OFNLP 2008 Partnership Agreement for the due execution and delivery of, and the performance of its obligations under, each of those Formal Agreements to which OFNLP 2008 is a party;

(e) OFN General Partner shall have obtained the approval of its board of directors for the due execution and delivery of, and the performance of its obligations under, those Formal Agreements to which OFNLP is a party;

(f) OFN 2008 General Partner shall have obtained the approval of its board of directors for the due execution and delivery of, and the performance of its obligations under, those Formal Agreements to which OFNLP 2008 is a party;

(g) The Chiefs of Ontario shall have obtained the due authorization of the Political Confederacy and of the Chiefs in Assembly for the due execution and delivery of, and the performance of its obligations under, those Formal Agreements to which the Chiefs of Ontario is a party;

(h) Each of the Formal Agreements shall have been duly executed and delivered by each of the parties thereto;

(i) OFNLP 2008 and OFN 2008 General Partner shall have been duly and properly established, constituted and organized under the laws of the Province of Ontario by OFNLP and Ontario first nations, on terms approved as to form and substance by the Province and its counsel; and

(j) Any amendments to the OLGC Act necessary to implement the Formal Agreements shall have been passed and shall be in full force and effect.

2.2 Conditions for the Benefit of the Province and OLG

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

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

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

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

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

identified in such notification in the amount specified in section 2.1 of the Gaming Revenue Sharing and Financial Agreement.

ARTICLE 3 SATISFACTION OF CONDITIONS AND CLOSING

3.1 Satisfaction of Conditions

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

(b) If by Closing Time, the party having the benefit of any condition has not given written notice to the parties required to satisfy such condition that such condition has been waived or satisfied, such condition shall be deemed not to have been waived or satisfied.

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

3.2 Deliveries on Pre-Closing Date

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

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

- (i) a certificate of status for the Chiefs of Ontario current dated to the Business Day preceding the Pre-Closing Date; and
- (ii) the certificate of a senior officer of the Chiefs of Ontario, dated as of the Pre-Closing Date, in form and substance reasonably satisfactory to the Province and OLG, as to: (a) the constating documents of the Chiefs of Ontario; (b) a resolution of the board of directors of the Chiefs of Ontario authorizing the execution and delivery of the Formal Agreements to which it is a party and the performance of their/its obligations thereunder; and (c) incumbency of the officers and directors of the Chiefs of Ontario and signatures of the officers thereof executing the Formal Agreements.

3.3 Deliveries on Closing Date

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

- (a) OFNLP, OFNLP 2008 and the Chiefs of Ontario shall deliver to each of the Province and OLG a certificate from a director or senior officer of OFN General Partner, OFN 2008 General Partner and the Political Confederacy, respectively, certifying that to the best of such director's or senior officer's knowledge, information and belief (after due inquiry) that as at the Closing Time all of the representations and warranties of OFNLP, OFNLP 2008 and the Chiefs of Ontario, respectively, are true and correct in all respects as if made at and as of the Closing Time and each of OFNLP, OFNLP 2008 and the Chiefs of Ontario, respectively, have observed or performed in all respects each of the obligations, covenants and agreements that it must observe or perform at or before the Closing Time pursuant to the terms of this Closing Agreement;
- (b) each of the Province and OLG shall deliver to each of OFNLP, OFNLP 2008 and the Chiefs of Ontario a certificate from a senior officer of the Province or OLG, respectively, certifying that to the best of such senior officer's knowledge, information

and belief (after due inquiry) that as at the Closing Time all of the representations and warranties of the Province or OLG, respectively, are true and correct in all respects as if made at and as of the Closing Time and Province and OLG, respectively, have observed or performed in all respects each of the obligations, covenants and agreements that it must observe or perform at or before the Closing Time pursuant to the terms of this Closing Agreement;

(c) The Chiefs of Ontario, OFNLP, the Province and OLG shall each duly execute and deliver the 20% Litigation Discontinuance Documentation and the Mutual Release;

(d) A party waiving the performance for its benefit of any of the obligations of another party shall deliver a waiver in accordance with section 1.9; and

(e) Each party hereto shall deliver a copy of the Closing Agreement, duly executed by such party, for each of the parties hereto.

3.4 Escrow

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

3.5 Deliveries Post Closing

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

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

(b) Chiefs of Ontario shall deliver to the Province and OLG a certificate of status for the Chiefs of Ontario current dated to the Closing Date.

3.6 Discontinuance, With Prejudice, of the 20% Litigation

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 By OFNLP

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

- (a) OFN General Partner is a corporation duly incorporated and organized and validly existing under the laws of the Province of Ontario and is the general partner of OFNLP.
- (b) The First Nations in Ontario that are shareholders of OFN General Partner own beneficially and directly all of the issued and outstanding shares of OFN General Partner.
- (c) OFNLP is a limited partnership duly formed and validly existing under the laws of the Province of Ontario.

(d) The First Nations in Ontario that are limited partners of OFNLP own beneficially and legally all of the limited partnership units of OFNLP.

(e) Each of OFNLP and OFN General Partner has all necessary capacity, corporate and/or partnership power and authority to enter into and to carry out the provisions of this Closing Agreement, the Mutual Release and the Consent on its own behalf and on behalf of OFNLP and the OFNLP Limited Partners and this Closing Agreement, the Mutual Release and the Consent have been duly authorized, executed and delivered by OFNLP and constitute legal, valid and binding obligations enforceable against OFNLP, and against OFN General Partner as general partner of OFNLP, and against the OFNLP Limited Partners, in accordance with the terms of such Formal Agreements, subject to exceptions as to bankruptcy and the availability of equitable remedies.

(f) Neither the execution and delivery of this Closing Agreement, the Mutual Release and the Consent by OFNLP and OFN General Partner, nor the performance of or compliance with the terms and conditions of such Formal Agreements by OFNLP and OFN General Partner, conflict with or will result in a breach of any of the terms, conditions or provisions of, or constitutes a default under, the constating documentation of either of OFN General Partner or OFNLP, including the OFNLP Partnership Agreement, the OFN Shareholders' Agreement, or any other agreement or instrument to which either of them is a party or by which either of them is bound.

4.2 By OFNLP 2008

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

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

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

4.3 By the Chiefs of Ontario

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

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

4.4 By the Province

The Province represents and warrants to OFNLP and OFNLP 2008 and the Chiefs of Ontario, and acknowledges that OFNLP and OFNLP 2008 are relying on such representations and warranties in entering into and performing their obligations under this Closing Agreement, that the Province has all necessary capacity, power and authority to enter into and to carry out the

provisions of this Closing Agreement and the Mutual Release and such Formal Agreements have been duly authorized, executed and delivered by the Province and constitute legal, valid and binding obligations enforceable against the Province in accordance with the terms of such Formal Agreements, subject to the *Financial Administration Act* (Ontario), the availability of equitable remedies in favour of the Crown, the limited availability of equitable remedies against the Crown, the *Proceedings Against the Crown Act* (Ontario) and the limitations with respect to the enforcement of remedies against sovereign entities and their agencies, including the qualifications that a court of Ontario may not grant an injunction, against the Province, make an order for specific performance, make an order for recovery or delivery of real or personal property or issue execution or attachment or process in the nature thereof other than garnishment in limited circumstances.

4.5 By OLG

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

- (a) OLG is a Crown agency duly established and organized under the laws of the Province of Ontario.
- (b) OLG has all necessary capacity, power and authority to enter into and to carry out this Closing Agreement and the Mutual Release and such Formal Agreements have been duly authorized, executed and delivered by OLG and constitute legal, valid and binding obligations enforceable against OLG in accordance with the terms of such Formal Agreements, subject to the availability of equitable remedies and the *Proceedings Against the Crown Act* (Ontario), including the qualifications that a court of Ontario may not grant an injunction, against the Province, make an order for specific performance, make an order for recovery or delivery of real or personal property or issue execution or attachment or process in the nature thereof other than garnishment in limited circumstances.

(c) Neither the execution and delivery of this Closing Agreement or the Mutual Release nor the performance of or compliance with the terms and conditions of such Formal Agreements by OLG will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the constating documentation of OLG, including the OLG Act and the regulations thereunder.

4.6 Investigations

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

4.7 Survival

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

ARTICLE 5 GENERAL PROVISIONS

5.1 Non Derogation

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

5.2 Assignment

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

5.3 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been

received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. Notices and other communications shall be addressed as follows:

- (a) if to OFNLP:

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

Telecopier: 905-768-7667
Attention: General Manager

- (b) if to OFNLP (2008):

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

Telecopier: 905-768-7667
Attention: General Manager

- (c) if to the Province:

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

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

- (d) if to OLG:

4120 Yonge Street
Suite 420
Toronto ON M2P 2B8

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

(e) if to the Chiefs of Ontario:

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

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

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

5.4 Time of Essence

Time is of the essence of this Closing Agreement.

5.5 Further Assurances

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

5.6 Counterparts

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

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

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

**ONTARIO LOTTERY AND GAMING
CORPORATION**

by: _____
Name:
Title:

by: _____
Name:
Title:

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

by: _____
Name:
Title:

by: _____
Name:
Title:

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

by: _____
Name:
Title:

by: _____
Name:
Title:

**INDIAN ASSOCIATIONS CO-ORDINATING
COMMITTEE OF ONTARIO INC.**

by: _____
Name:
Title:

by: _____
Name:
Title:

Schedule 1.1(b)

Court File No. 98-CV-152417CM

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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

Plaintiffs

- and -

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

Defendants

C O N S E N T

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

- a) that the Plaintiffs and Consenting Defendants are bound by the Mutual Release, once executed, and shall abide by the terms thereof;
- b) granting the Plaintiffs leave to discontinue this action in its entirety against the Consenting Defendants, with prejudice, and without costs;
- c) granting the Plaintiffs leave to discontinue this action in its entirety against the Defendant Chippewas of Mnjikaning First Nation (“MFN”), with prejudice, with

any claim by MFN to costs of this action to be dealt with in the action referenced as Court File No. 01-CV-219345CM in the Ontario Superior Court of Justice; and

- d) declaring that, in accordance with rule 23.04(1) of the *Rules of Civil Procedure*, discontinuance of this action is a defence to a subsequent action,

in the form attached as Schedule A hereto.

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

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

February 12, 2008

TORYS LLP
Solicitors for the Plaintiffs

February 12, 2008

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

February 12, 2008

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

Schedule "A"

Court File No. 98-CV-152417CM

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

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

Plaintiffs

- and -

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

Defendants

ORDER

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

- a) that the plaintiffs and the defendants Her Majesty the Queen in right of Ontario ("Ontario") and Ontario Lottery and Gaming Corporation ("OLG") are bound by the Mutual Release, once executed, and shall abide by the terms thereof;
- b) granting the plaintiffs leave to discontinue this action in its entirety against Ontario and OLG, with prejudice, and without costs;
- c) granting the plaintiffs leave to discontinue this action in its entirety against the defendant Chippewas of Mnjikaning First Nation ("MFN"), with prejudice, with

any claim by MFN to costs of this action to be dealt with in the action referenced as Court File No. 01-CV-219345CM in the Ontario Superior Court of Justice; and

- d) declaring that, in accordance with rule 23.04(1) of the *Rules of Civil Procedure*, discontinuance of this action is a defence to any subsequent action,

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

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

AND UPON HEARING the submissions of counsel for all parties,

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

6. THIS COURT ORDERS that there be no costs of the motion.

Justice, Superior Court of Justice

SCHEDULE A**FIRST NATIONS IN ONTARIO**

- 1** Alderville First Nation
- 2** Algonquins of Pikwakanagan First Nation
- 3** Animbiigoo Zaagi'igan Anishinaabek First Nation (Lake Nipigon Ojibway)
- 4** Anishinaabeg of Naongashiing (Big Island)
- 5** Aroland First Nation
- 6** Attawapiskat First Nation
- 7** Bearskin Lake First Nation
- 8** Beausoleil First Nation (Christian Island)
- 9** Beaverhouse First Nation
- 10** Big Grassy First Nation
- 11** Biinjitiwaabik Zaaging Anishinaabek (Rocky Bay)
- 12** Bkejwanong Territory (Walpole Island)
- 13** Brunswick House First Nation
- 14** Caldwell First Nation
- 15** Cat Lake First Nation
- 16** Chapleau Cree First Nation
- 17** Chapleau Ojibway First Nation
- 18** Aamjiwnaang First Nation (Sarnia), otherwise known as Aamjiwnaang
- 19** Chippewas of Georgina Island
- 20** Chippewas of Kettle & Stony Point
- 21** Chippewas of Nawash (Cape Croker)
- 22** Chippewas of Saugeen
- 23** Chippewas of the Thames
- 24** Constance Lake First Nation
- 25** Couchiching First Nation
- 26** Curve Lake First Nation
- 27** Deer Lake First Nation
- 28** Delaware Nation (Moravian of the Thames)
- 29** Dokis First Nation
- 30** Eabametoong First Nation
- 31** Eagle Lake First Nation
- 32** Flying Post First Nation
- 33** Fort Albany First Nation
- 34** Fort Severn First Nation

- 35 Fort William First Nation
- 36 Garden River First Nation
- 37 Ginoogaming First Nation (Long Lac #77)
- 38 Grassy Narrows First Nation
- 39 Gull Bay First Nation, otherwise known as Kiashke Zaaging Anishinaabek
- 40 Hiawatha First Nation
- 41 Henvey Inlet First Nation
- 42 Hornepayne First Nation
- 43 Iskatewizaagegan No. 39 Independent First Nation
- 44 Kasabonika Lake First Nation
- 45 Kashechewan First Nation
- 46 Kee-Way-Win First Nation
- 47 Kingfisher Lake First Nation
- 48 Kitchenuhmaykoosib Inninuwug (Big Trout Lake)
- 49 Koocheching First Nation
- 50 Lac Des Mille Lacs First Nation
- 51 Lac La Croix First Nation
- 52 Lac Seul First Nation
- 53 Long Lake #58 First Nation
- 54 Magnetawan First Nation
- 55 Marten Falls First Nation
- 56 Matachewan First Nation
- 57 Mattagami First Nation
- 58 McDowell Lake First Nation
- 59 M'Chigeeng First Nation
- 60 Michipicoten First Nation
- 61 Mishkeegogamang First Nation (Osnaburgh)
- 62 Missanabie Cree First Nation
- 63 Mississauga #8 First Nation
- 64 Mississaugas of the New Credit
- 65 Mississaugas of Scugog Island
- 66 Mocrebec Indian Government
- 67 Mohawks of Akwesasne
- 68 Mohawks of the Bay of Quinte
- 69 Moose Cree First Nation
- 70 Moose Deer Point First Nation
- 71 Munsee-Delaware Nation
- 72 Muskrat Dam First Nation
- 73 Naicatchewenin First Nation
- 74 Namaygoosisagagun First Nation
- 75 Naotkamegwanning Anishinabe First Nation (Whitefish Bay)

- 76 Neskantaga First Nation (Lansdowne House)
- 77 Taykwa Tagamou Nation (New Post)
- 78 Nibinamik First Nation
- 79 Nicickousemenecaning First Nation
- 80 Nipissing First Nation
- 81 North Caribou Lake First Nation (Weagamow or Round Lake)
- 82 North Spirit Lake First Nation
- 83 Northwest Angle No. 33 First Nation
- 84 Northwest Angle No. 37 First Nation
- 85 Ochiichagwe'Babigo'ining First Nation (Dalles)
- 86 Ojibways of Batehewana (Rankin)
- 87 Ojibways of Onigaming (Sabaskong)
- 88 Ojibways of Pic River (Heron Bay)
- 89 Aundeck Omni Kaning, otherwise known as Ojibways of Sucker Creek
- 90 Oneida Nation of the Thames
- 91 Pays Plat First Nation
- 92 Pic Moberg First Nation
- 93 Pikangikum First Nation
- 94 Poplar Hill First Nation
- ~~Poplar Point First Nation~~
- 95 Rainy River First Nation
- 96 Red Rock Band
- 97 Sachigo Lake First Nation
- 98 Sagamok Anishnawbek First Nation
- 99 Sand Point First Nation, otherwise known as Bingwi Neyaashi Anishinaabek
- 100 Sandy Lake First Nation
- 101 Saugeen First Nation (Savant Lake)
- 102 Seine River First Nation
- 103 Serpent River First Nation
- 104 Shawanaga First Nation
- 105 Sheguiandah First Nation
- 106 Sheshegwaning First Nation
- 107 Shoal Lake No. 40 First Nation
- 108 Six Nations of the Grand River
- 109 Slate Falls First Nation
- 110 Stanjikoming First Nation
- 111 Temagami First Nation
- 112 Thessalon First Nation
- 113 Wabaseemoong Independent First Nation (Whitedog)
- 114 Wabauskang First Nation
- 115 Wabigoon First Nation

- 116 Wahgoshig First Nation (Abitibi #70)
- 117 Wahnapiatae First Nation
- 118 Wahta Mohawks, otherwise known as Wahta Mohawks (Mohawks of Gibson)
- 119 Wapekeka First Nation
- 120 Wasauksing First Nation (Perry Island)
- 121 Washagamis Bay First Nation, otherwise known as Obashkaandagaang
- 122 Wauzhushk Onigum First Nation (Rat Portage)
- 123 Wawakapewin First Nation
- 124 Webequie First Nation
- 125 Weenusk First Nation (Peawanuk)
- 126 Whitefish Lake First Nation
- 127 Whitefish River First Nation
- 128 Whitesand First Nation
- 129 Whitewater Lake First Nation
- 130 Wikwemikong Unceded First Nation
- 131 Wunnumin Lake First Nation
- 132 Zhiibaahaasing First Nation (Cockburn)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

TORYS LLP

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

Sheila R. Block (LSUC No.
14089N)
Tel: 416.865.7319

John B. Laskin (LSUC No.
19381B)
Tel: 416.865.7317

Fax: 416.865.7380

Solicitors for the Plaintiffs

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

CONSENT

TORYS LLP

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

Sheila R. Block (LSUC No.
14089N)
Tel: 416.865.7319

John B. Laskin (LSUC No.
19381B)
Tel: 416.865.7317

Fax: 416.865.7380

Solicitors for the Plaintiffs

SCHEDULE 1.1(1)

MUTUAL RELEASE

FULL AND FINAL MUTUAL RELEASE

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 1.2

FIRST NATIONS IN ONTARIO

1	Aamjiwnaang
2	Alderville First Nation
3	Algonquins of Pikwakanagan
4	Animibiigoo Zaagi'igan Anishinaabek
5	Anishinaabeg of Naongashiing
6	Aroland First Nation
7	Attawapiskat First Nation
8	Aundeck Omni Kaning
9	Bearskin Lake First Nation
10	Beausoleil First Nation
11	Beaverhouse First Nation
12	Big Grassy First Nation
13	Biinjitiwaabik Zaaging Anishinaabek
14	Bingwi Neyaashi Anishinaabek
15	Bkejwanong Territory
16	Brunswick House First Nation
17	Caldwell First Nation
18	Cat Lake First Nation
19	Chapleau Cree First Nation
20	Chapleau Ojibway First Nation
21	Chippewas of Georgina Island
22	Chippewas of Kettle & Stony Point
23	Chippewas of Nawash
24	Chippewas of Saugeen
25	Chippewas of the Thames
26	Constance Lake First Nation
27	Couchiching First Nation
28	Curve Lake First Nation
29	Deer Lake First Nation
30	Delaware Nation
31	Dokis First Nation
32	Eabametoong First Nation
33	Eagle Lake First Nation
34	Flying Post First Nation
35	Fort Albany First Nation
36	Fort Severn First Nation
37	Fort William First Nation
38	Garden River First Nation

39	Ginoogaming
40	Grassy Narrows First Nation
41	Henvey Inlet First Nation
42	Hiawatha First Nation
43	Hornepayne First Nation
44	Iskatewizaagegan No. 39 Independent First Nation
45	Kasabonika Lake First Nation
46	Kashechewan First Nation
47	Keewaywin First Nation
48	Kiashke Zaaging Anishinaabek
49	Kingfisher Lake First Nation
50	Kitchenuhmaykoosib Inninuwug
51	Koocheching First Nation
52	Lac Des Mille Lacs First Nation
53	Lac La Croix First Nation
54	Lac Seul First Nation
55	Long Lake # 58 First Nation
56	Magnetawan First Nation
57	Marten Falls First Nation
58	Matachewan First Nation
59	Mattagami First Nation
60	McDowell Lake First Nation
61	M'Chigeeng First Nation
62	Michipicoten First Nation
63	Mishkeegogamang
64	Missanabie Cree First Nation
65	Mississauga #8 First Nation
66	Mississaugas of Scugog Island
67	Mississaugas of the New Credit
68	MoCreebec Council of the Cree Nation
69	Mohawks of Akwesasne
70	Mohawks of the Bay of Quinte
71	Moose Cree First Nation
72	Moose Deer Point First Nation
73	Munsee Delaware Nation
74	Muskrat Dam First Nation
75	Naicatchewenin
76	Namaygoosisagagun
77	Naotkamegwanning Anishinabe
78	Neskantaga First Nation
79	Nibinamik First Nation
80	Nicickousemenecaning
81	Nipissing First Nation

82	North Caribou Lake First Nation
83	North Spirit Lake First Nation
84	Northwest Angle No. 33 First Nation
85	Northwest Angle No. 37 First Nation
86	Obashkaandagaang
87	Ochiichagwe'Babigo'ining
88	Ojibways of Batchewana
89	Ojibways of Onigaming
90	Ojibways of Pic River
91	Oneida Nation of the Thames
92	Pays Plat First Nation
93	Pic Moberg First Nation
94	Pikangikum First Nation
95	Poplar Hill First Nation
96	Poplar Point First Nation
97	Rainy River First Nation
98	Red Rock Band
99	Sachigo Lake First Nation
100	Sagamok Anishnawbek First Nation
101	Sandy Lake First Nation
102	Saugeen First Nation
103	Seine River First Nation
104	Serpent River First Nation
105	Shawanaga First Nation
106	Sheguiandah First Nation
107	Sheshegwaning First Nation
108	Shoal Lake No. 40 First Nation
109	Six Nations of the Grand River
110	Slate Falls First Nation
111	Stanjikoming First Nation
112	Taykwa Tagamou Nation
113	Temagami First Nation
114	Thessalon First Nation
115	Wabaseemoong Independent Nation
116	Wabauskang First Nation
117	Wabigoon First Nation
118	Wahgoshig First Nation
119	Wahnapiatae First Nation
120	Wahta Mohawks
121	Wapekeka First Nation
122	Wasauksing First Nation
123	Wauzhushk Onigum Nation
124	Wawakapewin
125	Webequie First Nation

126	Weenusk First Nation
127	Whitefish Lake First Nation
128	Whitefish River First Nation
129	Whitesand First Nation
130	Whitewater Lake First Nation
131	Wikwemikong Unceded Indian Reserve
132	Wunnumin Lake First Nation
133	Zhiibaahaasing