

NEW OFNLP GENERAL PARTNER LIMITED

AND

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

February 7, 2008

As Amended June 3, 2008

ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP AGREEMENT

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ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT made as of the 7th day of February, 2008.

A M O N G:

NEW OFNLP GENERAL PARTNER LIMITED, a corporation incorporated under the laws of the Province of Ontario
(hereinafter called the “**2008 General Partner**”)

OF THE FIRST PART

- and -

the First Nations who have executed this Agreement and each First Nation who from time to time executes this Agreement or a counterpart hereof and who becomes a Limited Partner in accordance with the terms hereof
(hereinafter collectively called the “**Limited Partners**” and individually called a “**Limited Partner**”)

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the Limited Partners wish to form a limited partnership for the purpose of entering into the arrangements with the Province of Ontario set forth in the Formal Agreements;

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions.

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

1.1.1 “**\$201 Million Payment**” means the \$201 million payment required to be paid to the Partnership by the Province or an agent of the Province pursuant to the Revenue Agreement.

1.1.2 “**Accruals**” means funds set aside or amounts allocated to reserves maintained in amounts which in the opinion of the relevant Person are required for the payment of obligations coming due in a future time period as shall be reasonably determined by the relevant Person and to provide for contingencies, working capital requirements as reasonably determined by the relevant Person and any approved Collective Use Initiative pursuant to Section 7.2.

1.1.3 “**Acknowledgement and Consent**” means, in respect of each Limited Partner, the acknowledgement and consent in the form set out in Schedule 6.6 required to be executed and delivered by such Limited Partner pursuant to Section 6.6.

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

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

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

1.1.7 “**Applicable Laws**” has the meaning ascribed to that term in the Revenue Agreement.

1.1.8 “**Approved Purposes**” means, in respect of all Net Cash and Investment Income in respect thereof:

- (a) payment of Expenses and funding of Accruals by the Partnership (or the General Partner on its behalf) from Net Cash and Investment Income;

- (b) investment by the Partnership (or the General Partner on its behalf) in Permitted Interim Investments as provided in this Agreement, pending distribution of such amounts to Partners;
- (c) payment of Expenses and funding of Accruals by Limited Partners from Net Cash and Investment Income;
- (d) investment by Limited Partners in Permitted Interim Investments pending uses and expenditures referred to in paragraph (f);
- (e) use of Collective Use Monies that has been approved by the Limited Partners pursuant to Section 7.2;
- (f) capital and/or operating expenditures by Limited Partners in respect of (i) community development, (ii) health, (iii) education, (iv) economic development, and (v) cultural development, of First Nations and their territories and citizens, and any matters ancillary thereto;

provided that:

- (g) the service and repayment of any Indebtedness is subject to Section 7.1;
- (h) the foregoing Approved Purposes shall be interpreted and applied to include within their meaning and scope the cultures, traditions, values, beliefs, methods and practices of the First Nations and/or the relevant First Nation, provided that in no event shall any such tradition, value, belief, method or practice override any specific use of funds provisions, or any reporting or accountability provisions, set out in this Agreement;
- (i) the parties hereto recognize that many expenditures could reasonably be categorized as being in respect of more than one of the foregoing purposes; and
- (j) the parties hereto agree that expenditures on a per capita basis are not permitted as provided in Section 7.1.2.

1.1.9 **“Arbitrator”** has the meaning ascribed to it in Schedule 15.3 hereof.

1.1.10 “**Auditors**” means such firm of chartered accountants or other audit certified licensed public accountants of generally recognized standing in Ontario as may be appointed by the General Partner as auditor for the Partnership for the time being.

1.1.11 “**Board of Directors**” means the board of directors of the General Partner.

1.1.12 “**Business**” means the business of the Partnership described in Section 2.3 and the activities contemplated by the Formal Agreements and this Agreement, each to the extent applicable to the Partnership but, for greater certainty, excluding the following activities of First Nations (collectively, the “**First Nations Activities**”): activities in respect of the determination of the Formula from time to time, the determination of First Nations from time to time, the preparation of financial statements and reports required of Limited Partners hereunder and any other activities of the Chiefs in Assembly, the First Nations or the Limited Partners in their proper capacities as such.

1.1.13 “**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.

1.1.14 “**Capital**” at any time, means the aggregate of the cash and other assets (the value of which is to be determined by the General Partner) which have been contributed by the Partners to the Partnership as capital at or prior to such time, less the amount of cash and assets (the value of which is to be determined by the General Partner) which have been returned to the Partners out of the capital of the Partnership pursuant to the provisions hereof at or prior to such time.

1.1.15 “**Capital Accounts**” means the capital account of each Partner maintained by the General Partner pursuant to Section 4.3.

1.1.16 “**Capital Contribution**” means the amount in cash and other assets contributed to the Partnership as capital under this Agreement by a Partner.

1.1.17 “**Casino Gaming**” means the conduct, management or operation of table games, gaming wheels or slot machines, or any other form of electronic gaming operated through or by any form of electronic device including, without limitation, a computer, video device or slot machine.

1.1.18 “**Casino Rama**” means the casino complex, including the hotel and entertainment centre, located on the designated lands of Mnjikaning and municipally known as 5899 Rama Road, Rama, Ontario.

1.1.19 “**Chiefs in Assembly**” means, subject to Section 1.11, any duly called and properly constituted general or special meeting of the duly elected Chiefs of the First Nations.

1.1.20 “**Chiefs of Ontario**” means the not-for-profit organization incorporated pursuant to the laws of Canada by the First Nations and Mnjikaning under the name “Indian Associations Coordinating Committee of Ontario Inc.”, acting as secretariat on behalf of and to the Chiefs of the First Nations and Mnjikaning.

1.1.21 “**Closing Agreement**” means the agreement among OFNLP, the Partnership, the Province, the Chiefs of Ontario and OLG providing for the formal actions and conditions, and the timing and ordering of such formal actions and conditions, to be completed or satisfied in order for the Formal Agreements to be delivered and come into full force and effect.

1.1.22 “**Closing Date**” has the meaning attributed to that term in the Closing Agreement.

1.1.23 “**Collective Use Initiative**” has the meaning attributed to that term in Section 7.2.

1.1.24 “**Collective Use Monies**” means in respect of each of (i) the \$201 Million Payment and (ii) each Monthly Revenue Share Payment received by the Partnership in each Fiscal Year (as defined in the Revenue Agreement) commencing with Fiscal Year 2012 (as defined in the Revenue Agreement), an amount of each such payment that is up to but not in excess of the amount that is fifteen percent (15%) of each such payment.

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

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

1.1.27 “**Expenses**” means, with respect to:

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

- (a) all start-up and ongoing costs, including the costs and expenses of dealings and negotiations among all First Nations, the Chiefs of Ontario, OFNLP, the Province and OLG, including the fees and expenses of legal, tax, accounting, financial and other professional advisors relating thereto, and also including the costs and expenses of establishing the Administrative Office, engaging employees and other expenses incurred in connection therewith;
- (b) all fees, costs and expenses necessary to form, register or qualify the Partnership and the General Partner under Applicable Laws, or to maintain such registrations or qualifications, or to obtain or maintain exemptions under Applicable Laws;
- (c) all operating, general and administrative costs of the General Partner and the Partnership incurred in respect of the Business of the Partnership, including those incurred in respect of rent, utilities and other expenses in respect of the Administrative Office, salaries, wages and other compensation of administrative and operating personnel and other employees, accounting, statistical or bookkeeping services, computing or accounting equipment use, all fees, costs and expenses for corporate and partnership filings, registrations and record keeping, the preparation, receipt, analysis and summary of reports by or from Limited Partners and the preparation of reports by the Partnership to the Limited Partners and to the Province, and all other expenses incidental to the administration of the General Partner and the Partnership;
- (d) fees and expenses in respect of accounting and audit, consulting, legal, custodial, investment management, financial advisory and other professional services procured by or on behalf of the Partnership or by Limited Partners in respect of the General Partner and the Partnership;

- (e) all costs and expenses of, or incidental to, research, advocacy and the building of expertise relating to gaming matters, incurred by, or procured by or on behalf of the Partnership;
- (f) all cost and expenses of communications among the Partnership, the General Partner, Limited Partners, their citizens, the Chiefs of Ontario and other Persons;
- (g) all applicable taxes;
- (h) all costs and expenses of, or incidental to, the preparation and dispatch to Partners and other Persons of all cheques, reports, circulars, financial statements, forms and notices, and any other documents which are necessary or desirable in connection with the Business (including administration of the Partnership), the Approved Purposes for uses of amounts referred to in this Agreement and compliance with the terms of any agreement to which the Partnership is or becomes party to;
- (i) all costs and expenses incurred as a result of a dissolution, winding-up and termination of the Partnership and the General Partner and the realization of proceeds from, respectively, the Partnership assets and the General Partner assets;
- (j) any costs and expenses of any consultations, negotiations or dispute resolution processes related to the defence or enforcement of any rights or claims related to the Business, the Partnership or Partners and the amount of any judgment or settlement paid in connection therewith;
- (k) all costs and expenses for indemnity or contribution payable in connection with any litigation involving the Business or the Partnership, and all costs of any liability insurance maintained with respect to liabilities arising in connection with the activities of any indemnified Person conducted on behalf of the Partnership or the General Partner in connection with the Business; and
- (l) any other costs and expenses in connection with the administration of the Partnership that may be authorized by or pursuant to this Agreement;

provided that in each of (a) through (n) Expenses do not include any expenses, fees, costs and liabilities incurred in connection with a Collective Use Initiative, which Expenses shall be paid for solely from Collective Use Monies; and

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

1.1.28 **“Extraordinary Resolution”** means:

1.1.28.1 a resolution passed by the affirmative vote of not less than 66-2/3% of the Limited Partners who, being entitled to do so, vote on the resolution in person or by proxy at a duly convened meeting of Partners or any adjournment thereof; or

1.1.28.2 a written resolution in one or more counterparts consented to in writing by (i) all of the Limited Partners who are otherwise entitled to vote, or (ii) more than 66-2/3% of the Limited Partners who are otherwise entitled to vote provided in the case of (ii) that at least 21 days notice of the written resolution, together with information sufficient to make a reasoned judgment about the subject matter of the resolution, shall be given to Partners.

1.1.29 **“First Nation”** means, at any time, a first nation that is a Status Band or a Near Band in the Province of Ontario (other than Mnjikaning) then recognized by the Chiefs in Assembly, as set out in Schedule 1.1A, as it may be amended in accordance with Sections 1.9 and 2.15 and **“First Nations”** means all First Nations.

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

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

1.1.32 **“Formal Agreements”** has the meaning attributed to that term in the Closing Agreement.

1.1.33 **“Formula”** means the formula set out in the defined term “Formula Share of Net Cash” as such term is defined in the OFNLP Partnership Agreement (and such formula and the definitions in the OFNLP Partnership Agreement used in such term (other than all references to Income (FG) Amounts as they are not applicable to this Agreement, and the term Net Cash which is as defined in this Agreement, and except that Population and Population Totals shall be calculated in accordance with the manner currently applied under the OFNLP Partnership Agreement), are hereby incorporated into and shall form a part of this Agreement), subject to such replacement formula for sharing and distributing distributable amounts under this Agreement among the Limited Partners of the Partnership as the Chiefs in Assembly may determine from time to time by resolution, having considered the following factors: a base factor, a remoteness factor, a population factor and such other factors as may be approved by the Chiefs in Assembly and by the Province (such approval of the Province being solely in connection with whether such other factors may be considered), such consent of the Province not to be unreasonably withheld.

1.1.34 **“Formula Share”** for any Limited Partner at any time means that Limited Partner’s entitlement to Net Cash pursuant to the Formula as it applies to that Limited Partner.

1.1.35 **“Formula Share of Net Cash”** means for any Limited Partner at any time, an amount of the Net Cash on hand calculated in accordance with the Formula Share that applies to that Limited Partner.

1.1.36 **“General Partner”** means New OFNLP General Partner Limited or, as herein provided, any other Person who is admitted to the Partnership as a successor to any General Partner.

1.1.37 **“Governmental Authority”** means any federal, provincial, municipal or First Nations government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, by-law, regulation or rule-making entity, each having jurisdiction in the relevant circumstances, including any Person acting under the authority of a Governmental Authority.

1.1.38 **“GP Amount”** means a distribution to the General Partner in an amount that is equal to the amounts of the reasonable Expenses of the General Partner from time to time.

- 1.1.39 “**Held Amounts**” has the meaning ascribed to that term in the Revenue Agreement.
- 1.1.40 “**herein**”, “**hereof**” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement.
- 1.1.41 “**including**” means including without limitation, and “**includes**” has a corresponding meaning.
- 1.1.42 “**Indebtedness**” means all indebtedness for borrowed money, all indebtedness under any conditional sale or other title retention agreement, all liabilities represented by a note or other evidence of indebtedness, all obligations under leases, all guarantees of indebtedness of another Person and all other liabilities of a Person.
- 1.1.43 “**Indian Act**” means the *Indian Act*, R.S.C. 1985, c. I-5, as amended.
- 1.1.44 “**Initial Term**” has the meaning ascribed to that term in the Revenue Agreement.
- 1.1.45 “**Investment Income**” means interest, dividends, capital gains, ordinary income and other returns realized in respect of any Net Cash, or any Collective Use Initiative, net of applicable taxes, but does not include the capital amount thereof, but does include further returns realized on reinvestment of such returns.
- 1.1.46 “**Joint Appointee**” means the “**Joint Appointee**” appointed pursuant to the Revenue Agreement.
- 1.1.47 “**Loss of Status Event**” has the meaning ascribed to it in Section 2.16.2 hereof.
- 1.1.48 “**Losses**” has the meaning ascribed to that term in the Revenue Agreement.
- 1.1.49 “**Managing Person**” means the General Partner, a Receiver acting pursuant to Article 13 or any director or officer of either of the foregoing.
- 1.1.50 “**Mnjikaning**” means the Chippewas of Mnjikaning.
- 1.1.51 “**Monthly Revenue Share Payments**” means the monthly payments of a percentage of the Province’s gaming revenues to be paid to the Partnership by the Province or an agent of the

Province pursuant to the Revenue Agreement and being referred to in the Revenue Agreement as the “**Monthly Revenue Share Payments**”.

1.1.52 “**Near Band**” means a first nation in Ontario that is not a Status Band but is recognized by the Chiefs in Assembly as a “Near Band” and “**Near Bands**” means every Near Band; provided that:

1.1.52.1 each first nation in Ontario referred to in Schedule 1.1B at the date hereof shall be deemed to be a Near Band for the period commencing on the date hereof consistent with the provisions of Section 2.16; and

1.1.52.2 each first nation in Ontario added to Schedule 1.1B subsequent to the date hereof pursuant to Sections 1.9 and 2.15 shall be deemed to be a Near Band for the period commencing on the date on which it becomes a Limited Partner consistent with the provisions of Section 2.16.

1.1.53 “**Net Cash**” means, in respect of any period, the amount, if any, by which:

1.1.53.1 the aggregate of:

- (a) the Transferred Amount;
- (b) all Investment Income on hand;
- (c) all amounts set aside as Accruals at the commencement of such period; and
- (d) all other revenue of the Partnership;

exceeds:

1.1.53.2 the aggregate of:

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

all calculated without duplication, subject to any restrictions on distributions pursuant to the terms of this Agreement, until changed by an Extraordinary Resolution of the Limited Partners.

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

1.1.55 “**OFNLP**” means the Ontario First Nations Limited Partnership, and includes any successor thereto resulting from any merger, arrangement or other reorganization of or including Ontario First Nations Limited Partnership, or any continuance under the laws of another jurisdiction.

1.1.56 “**OFNLP Partnership Agreement**” means the limited partnership agreement in respect of OFNLP dated June 2, 2000, as the same may be duly and properly amended, modified, supplemented or restated from time to time.

1.1.57 “**OLG**” means the Ontario Lottery and Gaming Corporation, including its statutory successors.

1.1.58 “**Ordinary Resolution**” means:

1.1.58.1 a resolution passed by the affirmative vote of not less than a simple majority of the Limited Partners who, being entitled to do so, vote on the resolution in person or by proxy at a duly convened meeting of Partners or any adjournment thereof, or

1.1.58.2 a written resolution in one or more counterparts consented to in writing by (i) all of the Limited Partners who are otherwise entitled to vote, or (ii) more than 50% of the Limited Partners who are otherwise entitled to vote provided in the case of (ii) that at least 21 days notice of the written resolution, together with information sufficient to make a reasoned judgment about the subject matter of the resolution, shall be given to Partners.

1.1.59 “**Partners**” means the General Partner and the Limited Partners.

1.1.60 “**Partnership**” means Ontario First Nations (2008) Limited Partnership, a limited partnership formed under the laws of the Province of Ontario pursuant to the filing of the Declaration.

- 1.1.61 **“Permitted Interim Investments”** means any investment referred to in Schedule 1.1C.
- 1.1.62 **“Person”** or **“person”** is to be broadly interpreted and includes an individual, a First Nation, a corporation, a partnership, a trust, an unincorporated organization or association, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
- 1.1.63 **“Prime Rate”** means, for any day, the annual rate of interest equal to the rate which Royal Bank of Canada establishes at its principal office in Toronto, Ontario as the reference rate of interest to determine interest rates it will charge on that day for commercial loans in Canadian dollars made to its customers in Canada and which it refers to as its **“prime rate of interest”**.
- 1.1.64 **“Province”** means Her Majesty the Queen in Right of Ontario.
- 1.1.65 **“Receiver”** has the meaning attributed thereto in Section 13.5.
- 1.1.66 **“Register”** has the meaning attributed thereto in Section 3.4.
- 1.1.67 **“Renewal Term”** has the meaning ascribed to that term in the Revenue Agreement.
- 1.1.68 **“Revenue Agreement”** means the Gaming Revenue Sharing and Financial Agreement dated the Closing Date, among the Partnership, OFNLP, the Province and OLG, as the same may be duly and properly amended, modified, supplemented or restated from time to time.
- 1.1.69 **“Revenue Arrangements”** means the Revenue Agreement, the Shareholders Agreement and this Agreement.
- 1.1.70 **“Shareholders Agreement”** means the shareholders agreement, entered into concurrently with this Agreement, among the General Partner and each First Nation which is a holder of shares of the General Partner.
- 1.1.71 **“Status Band”** means a first nation in Ontario that is recognized as a band under the Indian Act.
- 1.1.72 **“Transferred Amount”** means all amounts transferred or to be transferred by the Province or OLG to the Partnership pursuant to the Revenue Agreement.

1.2 Headings and Table of Contents.

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

1.3 Article, Section and Schedule References.

Unless the context requires otherwise, references in this Agreement to Articles, Sections, other subdivisions or Schedules are to Articles, Sections, other subdivisions or Schedules of this Agreement.

1.4 Number and Gender.

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

1.5 Currency.

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

1.6 Business Days.

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

1.7 Other Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires:

1.7.1 all accounting terms not otherwise defined herein have the meanings assigned to them by, and all calculations to be made hereunder or financial statements to be prepared are to be made or prepared in accordance with, Canadian generally accepted accounting principles applicable to the Business of the Partnership applied on a basis consistent with prior periods;

1.7.2 references to “**generally accepted accounting principles**” mean, for all principles stated in the Handbook of the Canadian Institute of Chartered Accountants, such principles so stated;

1.7.3 the words “**distribute**” and “**distributed**” and other words of similar meaning, when used with reference to a Partner, refer to any amount paid or other property distributed by the Partnership to such Partner in accordance with the Formula, but do not refer to any amount paid to such Partner in respect of any property acquired by the Partnership from, or any services provided to the Partnership by, such Partner;

1.7.4 any reference to an “**approval**”, “**authorization**” or “**consent**” of the General Partner means the written approval, written authorization or written consent of the General Partner;

1.7.5 any capitalized terms used but not defined herein have the meaning ascribed to them in the Revenue Agreement; and

1.7.6 any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or regulations.

1.8 Schedules.

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

Schedule 1.1A	List of First Nations in Ontario
Schedule 1.1B	Near Bands
Schedule 1.1C	Permitted Interim Investments
Schedule 6.5.2	(form of) Notice and Undertaking of Near Band/Sister Band First Nation Designation
Schedule 6.6	Acknowledgement and Consent
Schedule 9.1	Form of Limited Partner Report on Receipts and Disbursements
Schedule 15.3	Dispute Resolution

1.9 Recognized First Nations.

The General Partner shall make a written request to the Chiefs in Assembly to be apprised of any changes from time to time in the First Nations and shall (and shall be entitled to), upon being notified by the Chiefs in Assembly of any such change, (i) promptly amend Schedule 1.1A and, if applicable, Schedule 1.1B by making the appropriate adjustments thereto (provided for greater certainty that, in the case of a new First Nation being recognized by the Chiefs in Assembly and becoming a Limited Partner, such change shall become effective in accordance with the procedure provided for in Section 2.15); and (ii) notify the Province and the Joint Appointee of same, including a copy of such revised Schedules. Without limiting the generality of the foregoing, if a first nation that is a Near Band suffers a Loss of Status Event as a Near Band, promptly upon being notified of same, the General Partner shall (and shall be entitled to) promptly amend Schedule 1.1A and Schedule 1.1B accordingly.

1.10 No Derogation.

Nothing in any (or any combination) of the Revenue Arrangements, the Formal Agreements or any ancillary documents abrogates or derogates from any existing aboriginal or treaty right pursuant to Section 35 of the *Constitution Act*, 1982.

1.11 Mnjikaning.

For the purposes of considering matters that pertain to the Partnership, this Agreement (including the Formula), the Formal Agreements, the Revenue Arrangements and related matters, references to the “Chiefs in Assembly” shall exclude Mnjikaning. Notwithstanding any other provision of this Agreement, Mnjikaning shall not be admitted, directly or indirectly or by addition, as a Limited Partner of the Partnership, or once admitted as a Limited Partner, withdraw or be terminated as a Limited Partner, without the prior written consent of the Province.

ARTICLE 2
FORMATION OF PARTNERSHIP
AND RELATIONSHIP BETWEEN PARTNERS

2.1 Formation.

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

2.2 Name.

The name of the Partnership shall be Ontario First Nations (2008) Limited Partnership or such other name or names as the General Partner may from time to time deem appropriate to comply with the laws of the jurisdiction in which the Partnership may carry on business.

2.3 Business of the Partnership.

The business of the Partnership shall be to (i) carry out the obligations and functions contemplated for it in the Formal Agreements, including the Revenue Agreement, the Revenue Arrangements and such other agreements the Partnership enters into in accordance with and in furtherance of the terms of this Agreement from time to time and (ii) negotiate with the Province and its agents the rights and responsibilities of First Nations in respect of gaming in Ontario, all in accordance with the terms hereof, (collectively, the “**Business**”) but, for greater certainty, none of the First Nations Activities (as defined in the definition of “**Business**” in Section 1.1) shall be or be regarded as part of the Business. The Partnership shall carry on the Business and shall be further authorized to exercise all powers ancillary and incidental thereto or reasonably in furtherance thereof (which, for greater certainty, shall include the conduct of consultations, negotiations or dispute resolution processes related to the defence or enforcement of any rights or claims related to the Business) but shall not carry on any Business other than the Business.

2.4 Principal Place of Business.

The principal place of business of the Partnership shall be at the address of the General Partner provided for in Section 16.1 hereof or such other location on a First Nations territory in Ontario as the Board of Directors may determine to be appropriate from time to time.

2.5 Fiscal Year.

The first Fiscal Year of the Partnership shall commence on the date of the filing and recording of the Declaration and end on March 31, 2008 and thereafter each Fiscal Year shall coincide with the First Nations Year, or a 12-month period commencing on and ending on such other dates as may from time to time be determined by the General Partner and approved by the Limited Partners by Ordinary Resolution.

2.6 Status of General Partner.

The General Partner represents and warrants to, and covenants with, each Limited Partner that:

2.6.1 it is a corporation incorporated under the laws of the Province of Ontario and is and shall continue to be a valid and subsisting corporation under the laws of, and qualified to carry on business in, the Province of Ontario and in any other jurisdiction in which the Partnership may carry on business or may own or lease property;

2.6.2 it has and shall continue to have the full power to execute this Agreement and all other agreements contemplated hereby to be signed by it, to act as the general partner of the Partnership and to perform its obligations under this Agreement and such execution and the performance of such obligations have been duly authorized and do not and shall not conflict with or constitute a default under its articles, by-laws or any agreement by which it is bound;

2.6.3 this Agreement has been duly authorized, executed and delivered by the General Partner and constitutes a legal, valid and binding obligation of the General Partner enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other Applicable Laws affecting the enforcement of creditors' rights generally and general principles of equity;

2.6.4 it shall act with the utmost fairness and good faith towards the other Partners in the business and affairs of the Partnership;

2.6.5 it shall take all actions required to qualify, continue and keep in good standing the Partnership as a limited partnership and to maintain the limited liability of each Limited Partner in each jurisdiction where the Partnership may carry on business or own or lease property; and

2.6.6 it does not and, prior to the dissolution of the Partnership, will not carry on any business other than that of acting as general partner of the Partnership in accordance with the terms hereof.

2.7 Status of Each Limited Partner.

Each Limited Partner represents and warrants to, and covenants with, each other Partner that:

2.7.1 it is a First Nation;

2.7.2 it has full power and authority to execute this Agreement, an Acknowledgement and Consent and all other agreements contemplated hereby to be signed by it and to take all actions

required pursuant hereto, and has obtained all necessary approvals of its chief and council or others;

2.7.3 it has duly authorized, executed and delivered this Agreement, and an Acknowledgement and Consent and this Agreement and each such Acknowledgement and Consent constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other Applicable Laws affecting the enforcement of creditors' rights generally and general principles of equity; and

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

2.8 Limitations of Authority of Limited Partners.

No Limited Partner shall be entitled:

2.8.1 to take part in the control of the business of the Partnership;

2.8.2 to execute any document which binds or purports to bind the Partnership or any other Partner as such;

2.8.3 to purport to have the power or authority to bind the Partnership or any other Partner as such;

2.8.4 to have any authority to undertake any obligation or responsibility on behalf of the Partnership;

2.8.5 to bring any action for partition or sale or otherwise in connection with any interest in any property of the Partnership, whether real or personal, or register, or permit to be filed or registered or remain undischarged, against any property of the Partnership any claim, security interest, lien, charge or other encumbrance in respect of the interest of such Limited Partner in the Partnership; or

2.8.6 to compel a partition, judicial or otherwise, of any of the property of the Partnership or otherwise require any of the assets of the Partnership to be distributed to the Partners except in accordance with the terms hereof.

2.9 Power of Attorney.

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

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

2.9.2 any instrument, and any amendment to the Declaration, necessary to reflect any amendment to this Agreement;

2.9.3 any instrument required to record, with any governmental or regulatory authority, the dissolution and termination of the Partnership; and

2.9.4 any instrument required in connection with any election that may be made under fiscal legislation in any jurisdiction in which the Partnership is carrying on business or where a Limited Partner resides.

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

2.10 Unlimited Liability of General Partner.

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

2.11 Limited Liability of Limited Partners.

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

2.12 Indemnity of Limited Partners.

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

2.13 Indemnity of Partnership by Limited Partners for Garnishee Costs.

Each Limited Partner shall indemnify and hold harmless each other Partner and the Partnership from any costs, damages, liabilities or expenses suffered or incurred by such other Partner and the Partnership in connection with the garnishment by a third party of payments that the Limited Partner is entitled to, from time to time, pursuant to this Agreement.

2.14 Compliance with Applicable Law.

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

2.15 Admittance of New Limited Partners.

Promptly following a determination by the Chiefs in Assembly:

2.15.1 recognizing any new First Nation;

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

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

2.15.4 regarding any other appropriate amendments to this Agreement,

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

2.16 Near Bands.

2.16.1 **Near Bands and Limited Partner Status.** In order for (a) a Near Band listed in Schedule 1.1B at the date hereof or (b) a Near Band which has, subsequent to the date of this Agreement, been recognized and added to Schedule 1.1B pursuant to Sections 1.9 and 2.15, to continue to be regarded as a Near Band and a First Nation for purposes of this Agreement, to be a Limited Partner and to have the entitlements and obligations of a Limited Partner hereunder (collectively, “**Limited Partner Status**”), it must not incur a Loss of Status Event as provided in Section 2.16.2.

2.16.2 **Loss of Limited Partner Status.** Upon receipt by the Partnership from the Chiefs in Assembly of a notice that the Chiefs in Assembly no longer recognize a Near Band as a Near Band (“**Loss of Status Event**”), such Near Band shall immediately cease to be a Near Band, a First Nation and a Limited Partner for purposes of this Agreement. Any Near Band which loses such Limited Partner Status pursuant to this Section 2.16.2 may not reacquire such Limited Partner Status unless and until it subsequently becomes a Near Band or a Status Band and is recognized pursuant to Section 2.15.

**ARTICLE 3
PARTNER RIGHTS**

3.1 Partner Rights.

3.1.1 Subject to (i) performance of its obligations under this Agreement, (ii) subsection 3.1.2, and (iii) in the case of a Limited Partner that is a Near Band, Section 6.5, a Limited Partner shall have the following rights:

- 3.1.1.1 one vote at meetings of the Partners;
- 3.1.1.2 its Formula Share of distributions as herein provided; and
- 3.1.1.3 corresponding allocations of Net Income, as herein provided.

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

3.1.2.1 the Terminated Limited Partner’s interest in the Partnership shall be, and be deemed to be, immediately cancelled (without any compensation therefor), the Formula shall be and be deemed to be adjusted to eliminate such Terminated Limited Partner from its terms and such Terminated Limited Partner’s Formula Share shall thenceforth be reallocated among the remaining Limited Partners in accordance with, *mutatis mutandis*, their Formula Shares; and

3.1.2.2 the Terminated Limited Partner shall have no rights or obligations hereunder in respect of any time following the Terminating Event.

3.1.3 The General Partner shall have the following rights:

3.1.3.1 distributions of GP Amounts as herein provided; and

3.1.3.2 corresponding allocations of Net Income, as herein provided.

For greater certainty, the General Partner may not be a Limited Partner.

3.2 Priorities and Rights.

Except as expressly provided in this Agreement, no Limited Partner shall have any preference, priority or right in any circumstance over any other Limited Partner.

3.3 Allocations and Distributions Based on Formula Share of Limited Partners.

Where, pursuant to any provision of this Agreement any amount is to be allocated or distributed or paid at any time to the Limited Partners, such amount shall be allocated, distributed or paid among the Limited Partners at such time in accordance with the then-current respective Formula Shares of the Limited Partners as provided herein.

3.4 Limited Partner Register.

The General Partner shall maintain a register (the “**Register**”) to record the names and addresses of the Limited Partners. The Limited Partners at any time are the Limited Partners shown on the Register as being a Limited Partner.

3.5 No Transfer or Encumbering of Limited Partnership Interest.

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

3.6 Inspection of Register.

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

ARTICLE 4

CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1 Contribution of Capital by the Limited Partners.

The Limited Partners shall contribute their Capital Contribution in the amount of \$1.00 upon execution of this Agreement (or a counterparty agreement thereof), to be credited to the Limited Partners’ respective Capital Accounts.

4.2 Contribution of Capital by the General Partner.

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

4.3 Capital Accounts.

The General Partner will establish a separate Capital Account on the books of the Partnership for each of the Partners and will, on receipt of an amount in respect of a Capital Contribution, credit the account of a Partner with such Capital Contribution. The General Partner will also credit to the Capital Accounts all

Net Income and all other amounts to which the Partners are entitled and will charge to such Capital Accounts all negative Net Income (i.e., a net loss) and all distributions to the Partners.

4.4 Allocation of Limited Partners' Share of Net Income.

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

4.5 No Right to Withdraw Amounts.

No Partner will have any right to withdraw any amount or receive any distribution from the Partnership except as expressly provided for in this Agreement and no distribution to any Partner shall be deemed a return or withdrawal of Capital but, if any court of competent jurisdiction or an Arbitrator appointed pursuant to Schedule 15.3 at any time determines that, notwithstanding the provisions of this Agreement, a Limited Partner is obligated to pay any amount distributed to such Limited Partner to or for the account of the Partnership or to any creditor of the Partnership, then such obligation shall be the obligation of such Limited Partner and not of the General Partner.

4.6 No Interest Payable on Accounts.

No Partner will have the right to receive interest on any credit balance in the Capital Accounts except as expressly provided in this Agreement. No Partner shall be liable to pay interest to the Partnership on any Capital returned to such Partner or on any negative balance of Capital or any negative balance in the capital accounts.

4.7 Negative Balance of Capital or in the Capital Accounts.

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

ARTICLE 5

FORMULA

5.1 Formula.

The Formula shall be the formula for sharing and distributing distributable amounts among Limited Partners in accordance with the terms hereof.

5.2 Saving Provision regarding Unsigned First Nations.

5.2.1 Notwithstanding any other provision of this Agreement, but subject to the terms of this Section 5.2 and subject to section 3.1 of the Revenue Agreement, the parties hereto acknowledge and agree as follows:

- (i) all Net Cash is intended to be shared in accordance with the Formula among all First Nations, and not just those First Nations which have executed this Agreement and become Limited Partners at the time distributions in respect of such amounts are made;
- (ii) as at the date hereof, certain First Nations have not yet completed the necessary steps to enter into this Agreement and become a Limited Partner (the “**Unsigned First Nations**”);
- (iii) it is desirable to proceed with the implementation of the terms of this Agreement with respect to the parties hereto, while preserving the prospective Formula Shares of the Unsigned First Nations pending their execution of this Agreement and becoming Limited Partners; and
- (iv) accordingly, for purposes of calculating the Formula Share of any Limited Partner and allocating the Net Income among the Limited Partners, each Unsigned First Nation will be regarded as being a Limited Partner.

5.2.2 Held Amounts shall be held by the General Partner in a segregated account for each Unsigned First Nation and shall not be distributed except as provided in this Section 5.2 and as provided for in section 3.1 of the Revenue Agreement. The Province and the Partnership shall review section 3.1 of the Revenue Agreement at the end of each Fiscal Year and determine whether Held Amounts should continue to be held by the Partnership or otherwise used as provided in this Section 5.2.

5.2.3 The General Partner shall pay out of the Held Amount attributable to an Unsigned First Nation (but not otherwise), such amounts as are necessary in order to satisfy all Losses which are suffered by the Province, OLG or by any other Agent of the Province or any of their respective directors, officers, employees, servants or agents (each of the foregoing a “**Protected Party**” and all of the foregoing collectively, the “**Protected Parties**”) and which are attributable to or arise out

of or in connection with any claim (such claims an “**Unsigned First Nation Claim**”) by any Unsigned First Nation:

- (i) related to the execution and delivery of the Revenue Agreement and the Closing Agreement by the Partnership or the completion of the Closing including, without limitation, the discontinuance of the 20% Litigation;
- (ii) that it has an interest in the subject matter of this Agreement or the Revenue Agreement that is not subject to or adequately provided for or is inappropriately provided for in the terms of this Agreement, the Closing Agreement or the Revenue Agreement;
- (iii) that it has an interest in the CRRA or the OFNLP Partnership Agreement that is not subject to or adequately provided for or is inappropriately provided for in the terms of this Agreement, the Closing Agreement or the Revenue Agreement; or
- (iv) that it is entitled to any amount or rights in addition to, greater than or alternative to those provided for under this Agreement, the Closing Agreement or the Revenue Agreement;

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

5.2.4 In the event that the Held Amount attributable to an Unsigned First Nation is not sufficient to satisfy all of its Liabilities, the General Partner shall divide and distribute all future payments (the “**Future Payments**”) to which such Unsigned First Nation (whether such Unsigned First Nation becomes a Limited Partner or not) would otherwise become entitled under this Agreement or the Revenue Agreement, among the relevant Protected Parties on the same basis as set out in Section 5.2.3 until the Unsigned First Nation’s Liabilities are satisfied in full.

5.2.5 If one or more Unsigned First Nations obtain a judgment of a court of final jurisdiction with no further right of appeal (the “**Claimants**”), which establishes or declares any right or entitlement claimed by an Unsigned First Nation as contemplated in Section 5.2.3 (the

“**Judgment**”), such matter shall be resolved in accordance with section 3.1(e) of the Revenue Agreement.

5.2.6 Any Held Amounts and Future Payments attributable to an Unsigned First Nation(s) shall first be used to satisfy all Liabilities related to an Unsigned First Nation Claim of that Unsigned First Nation other than those in satisfaction of a Judgment and, upon such satisfaction of such Liabilities other than those in satisfaction of a Judgment, any balance of such Held Amount and Future Payments shall be used to satisfy the Liabilities related to an Unsigned First Nation Claim of that Unsigned First Nation related to or arising out of a Judgment. In the event that any Held Amounts and Future Payments attributable to an Unsigned First Nation(s) are used to satisfy any Losses, Liabilities, or Judgment suffered or incurred by the Protected Parties and related to an Unsigned First Nation Claim of that Unsigned First Nation and, after all such Losses, Liabilities and Judgments have been satisfied in full from such Held Amounts and Future Payments, any positive balance remaining in such Held Amounts and all subsequent Future Payments attributable to such Unsigned First Nation(s) may, in full subordination in priority to the complete satisfaction of all Losses, Liabilities and Judgments suffered or incurred by the Protected Parties, be applied to satisfy any Losses or liabilities suffered or incurred by or any Judgments against the Partnership, OFNLP, OFN General Partner, the General Partner or their respective directors, officers, employees, servants or agents (all of the foregoing collectively, the “**OFN Protected Parties**”) related to an Unsigned First Nation Claim of that Unsigned First Nation.

5.2.7 In the event that an Unsigned First Nation becomes a Limited Partner and no longer is an Unsigned First Nation, and provided there are no outstanding Losses, Liabilities or Judgments arising from any Unsigned First Nation Claim by such First Nation against the Protected Parties or the OFN Protected Parties and provided there are no outstanding Unsigned First Nation Claims initiated by such First Nation against any of the Protected Parties or the OFN Protected Parties, then such Unsigned First Nation shall be entitled to receive the Held Amounts and all Future Payments from and after the date that such Unsigned First Nation becomes a Limited Partner. If an Unsigned First Nation does not become a Limited Partner during the Initial Term or Renewal Term and provided there are no outstanding Losses, Liabilities or Judgments arising from any Unsigned First Nation Claim by such Unsigned First Nation against the Protected Parties or the OFN Protected Parties, and provided there are no outstanding Unsigned First Nation Claims initiated by such Unsigned First Nation against any of the Protected Parties or the OFN Protected Parties, then OFNLP 2008 shall be entitled at the expiry of the Renewal Term to receive and distribute to

Limited Partners pursuant to and in accordance with the terms of this Agreement, the Held Amounts attributable to such Unsigned First Nation.

ARTICLE 6

DISTRIBUTIONS AND ALLOCATIONS

6.1 Monthly Distributions of Net Cash.

Subject to (a) performance of a Limited Partner's obligations under this Agreement and under the OFNLP Partnership Agreement, (b) subsection 3.1.2 and Section 6.6 and (c) in the case of a Limited Partner that is a Near Band, Section 6.5, within 10 Business Days of the Partnership receiving a Transferred Amount, the General Partner shall distribute to each Limited Partner its Formula Share of Net Cash for the period since the last distribution and, if in any 30 day period no Transferred Amount is received, within 10 Business Days of the end of that period the General Partner shall distribute to each Limited Partner its Formula Share of Net Cash for the period since the last distribution to the end of such 30 day period.

6.2 Distribution of GP Amounts.

The General Partner shall be entitled to pay to itself the GP Amount at the same time payments are made to Limited Partners pursuant to Section 6.1.

6.3 Allocation of Net Income.

Net Income in respect of any Fiscal Year shall be allocated as at the end of such Fiscal Year as follows:

6.3.1 first, to the General Partner in the amount of the GP Amount; and

6.3.2 the remainder to each Limited Partner in accordance with the Formula Share of that Limited Partner for such Fiscal Year.

6.4 Repayment of Excess Distribution.

If, as determined by the General Partner, any Limited Partner has received a distribution which exceeds the entitlement of such Limited Partner, such Limited Partner shall forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner and, if such amount is not then repaid, the General Partner may deduct such amount from any subsequent distribution to such Limited Partner, together with interest thereon at a rate per annum equal to the Prime Rate plus 1%, provided that the General Partner shall nevertheless have the right to commence an action or take such other proceedings against the Limited Partner who has failed to repay such amount.

6.5 Distributions in Respect of Near Bands.

Notwithstanding any other provision of this Agreement:

6.5.1 each Limited Partner that is a Near Band shall, concurrently with entering into this Agreement as a Limited Partner, designate a Limited Partner that is a Status Band (hereinafter referred to as such Near Band's "**Sister First Nation**") as its nominee to receive and pay over to such Near Band such Near Band's Formula Share of Net Cash;

6.5.2 such Near Band and its Sister First Nation shall so notify the General Partner by a written notice and undertaking in substantially the form of Schedule 6.5.2;

6.5.3 any distribution to which a Near Band may be entitled under this Agreement but which is to be paid to its Sister First Nation pursuant to Section 6.5.1 shall be made to its Sister First Nation in trust for such Near Band;

6.5.4 each Sister First Nation shall promptly distribute to the Near Band to which it is responsible all funds received by it pursuant to subsection 6.5.3; and

6.5.5 notwithstanding the foregoing subsections 6.5.3 and 6.5.4, the Sister First Nation shall not be, and shall be deemed not to be, responsible, liable, in non-compliance with this Agreement, or subject to any remedies, sanctions or other actions against it under any of the Revenue Arrangements applicable to it, for any non-compliance of its Near Band with the provisions of this Agreement or under any Revenue Arrangements applicable to such Near Band.

6.6 Acknowledgment and Consent of the Limited Partners.

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

ARTICLE 7 APPROVED PURPOSES

7.1 Use of Funds for Approved Purposes.

7.1.1 The Partnership shall use all revenue of the Partnership only for Approved Purposes applicable to the Partnership.

7.1.2 Distributions received by a Limited Partner shall, subject to Expenses, Accruals and Permitted Interim Investments pending expenditures made in accordance with this Section 7.1.2, only be used or expended by such Limited Partner for capital and operating expenditures in respect of or in furtherance of the Approved Purposes for the benefit of such Limited Partner and its members. For greater certainty, the Approved Purposes do not include per capita distributions or other forms of direct per capita distributions of any portion of the Formula Share of Net Cash of any Limited Partner, to members of such Limited Partner or a member of any other Limited Partner or any other Person, but may include (i) the service or repayment of any Indebtedness by a Limited Partner existing at the Effective Date in respect of any of the Approved Purposes; (ii) the service or repayment of any Indebtedness by a Limited Partner incurred by the Limited Partner subsequent to the Effective Date in respect of any capital or operating expenditures of such Limited Partner related to or in furtherance of the Approved Purposes of that Limited Partner; and (iii) consultations, negotiations and dispute resolution processes related to the defence and enforcement of any rights or claims by a Limited Partner in respect of any of the Approved Purposes.

7.1.3 Where, in respect of Indebtedness incurred prior to the Effective Date:

- (i) there is reasonable evidence that the Indebtedness was incurred for one or more of the Approved Purposes referred to in Section 7.1.2; and
- (ii) the lack of more complete evidence is reasonably attributable to one or more of the period of time that has passed since the incurrence of such Indebtedness, any loss of records due to fire, flood or other reasons beyond a Limited Partner's control or limitations of record-keeping of a Limited Partner due to its limited size, remoteness or lack of financial resources;

then the Joint Appointee shall resolve any reasonable doubt as to whether or not the Indebtedness was incurred for one or more of the Approved Purposes referred to in Section 7.1.2.

7.2 Collective Use Monies.

Subject to the terms of this Agreement, the Revenue Agreement and any Applicable Laws, the Partnership may use, expend or invest the Collective Use Monies for collective investment purposes and initiatives (each a “**Collective Use Initiative**”), in the manner and for the purposes approved by the Limited Partners pursuant to Section 7.3. For greater certainty, however, the provisions

of Section 7.1.1 do not apply to the use, expenditure, investment or distribution of income or capital gains from businesses, investment, interest, initiatives or facilities established, acquired, developed or enhanced through the use, expenditure or investment of the Collective Use Monies by the Partnership, provided that the provisions of Section 7.1.2 shall apply to the distributions to the Limited Partners of any flow through or return of Collective Use Monies to a Limited Partner.

7.3 Certain Provisions in Respect of Collective Use Monies.

In the event that OFNLP 2008 does determine to use, expend or invest the Collective Use Monies pursuant to Section 7.2, the terms and conditions relating to the administration of such Collective Use Monies shall be as approved by the Limited Partners by way of an Extraordinary Resolution.

7.4 Suspension and Forfeiture of Payments.

- (a) Following a decision of the arbitrators under the Revenue Agreement that (i) any distribution is not being applied by a Limited Partner for the Approved Purposes and otherwise in compliance with Section 7.1, or (ii) that a Limited Partner is in breach of or not in compliance with the provisions of Section 9.1 or has acted in a manner described in Sections 7.5.1.1 or 7.5.1.2 of this Agreement, then the Province shall be entitled to require such arbitrators to, and the arbitrators shall, direct the Partnership to forthwith suspend any distributions to such Limited Partner on such terms and for such time as the Province in its discretion may determine.
- (b) In the event of a suspension of distributions to a Limited Partner pursuant to Section 7.6(d) or 7.4(a): (i) upon such Limited Partner correcting its breach or failure to comply, such Limited Partner shall be entitled to receive its suspended distributions from the Partnership and shall again be entitled to receive regular distributions from the Partnership pursuant to Section 7.1, provided that; (ii) if, after the date that is 180 days from and after the date that the arbitrators under the Revenue Agreement directed the Partnership to suspend distributions to such Limited Partner pursuant to Section 7.4(a) or the date that the Partnership suspended distributions to such Limited Partner pursuant to Section 7.6(d), as the case may be, such Limited Partner has failed to remedy the breach or comply with the provisions of Section 7.1, or the reporting obligations of Article 9, then such Limited Partner shall have forfeited its right to receive any suspended distributions and any further distributions and, subject to Section 7.4(c) below, the Partnership shall be entitled to distribute to the remaining Limited Partners that are not

subject to a suspension or forfeiture of distributions, the amount of such suspended distributions and any further distributions to which such Limited Partner would be entitled pursuant to the terms of this Agreement but for such forfeiture. Notwithstanding the foregoing but subject to Section 7.4(c), where a breach or failure to comply with any of the provisions referred to in Section 7.6(d) or 7.4(a) by a Limited Partner cannot reasonably be corrected in respect of such breach or failure to comply, and without limiting the terms or application of this Section 7.4(b) in respect of such breach or failure to comply or in respect of any future breach or failure to comply, then the Partnership, the Limited Partner and the Province will discuss a consequence other than a forfeiture of distributions should a forfeiture appear to such parties and the Province to be inappropriate given the nature of the breach or failure to comply.

- (c) Notwithstanding the terms of Section 7.4(b) if, in the event of a suspension of distributions to a Limited Partner as a result of such Limited Partner acting in a manner described in Sections 7.5.1.1 or 7.5.1.2, (i) upon such Limited Partner ceasing to act in a manner described in Sections 7.5.1.1 or 7.5.1.2, such Limited Partner shall be entitled to receive its suspended distributions from the Partnership and shall again be entitled to receive regular distributions from the Partnership pursuant to Section 7.1, provided that; (ii) if, after the date that is 180 days from and after the date that the arbitrators under the Revenue Agreement directed the Partnership to suspend distributions to such Limited Partner pursuant to Section 7.4(a) such Limited Partner continues to act in a manner described in 7.5.1.1 or 7.5.1.2, then such Limited Partner shall have forfeited its right to receive the suspended distributions and any further distributions and the Partnership shall pay the amount of such suspended distributions and any further distributions to which such Limited Partner would be entitled pursuant to this Agreement but for such forfeiture into a segregated account maintained by the Partnership with a major chartered bank in Canada which shall bear a competitive rate of interest. Any and all payments of any monies from such account, except for fees payable to the bank or payments required by Applicable Laws, shall be made either with the approval of the Province or in accordance with the Revenue Agreement. The Partnership shall distribute to the remaining Limited Partners that are not subject to a suspension or forfeiture of distributions, the amount of such suspended distributions plus interest and any further distributions to which such Limited Partner would be entitled pursuant to the terms of the Revenue Agreement and this Agreement but for such forfeiture. The approval of the Province for payments from

such account shall not be unreasonably withheld and shall be provided where such payments are made in accordance with the Revenue Agreement and this Agreement.

- (d) Notwithstanding sections 7.4(b) and 7.4(c), if the decision of the arbitrators under the Revenue Agreement described in section 7.4(a) is overturned on appeal, the Partnership may repay suspended or forfeited distributions to the Limited Partner affected by the decision, in such amount and pursuant to such timing as it deems appropriate given the suspension and forfeiture provisions in sections 7.6(d), 7.4(a), 7.4(b) and 7.4(c) and such Limited Partner shall again be entitled to receive future distributions pursuant to this Agreement and the Revenue Agreement.

7.5 Casino Gaming Default of Limited Partners.

Each Limited Partner acknowledges that they are bound by the following provisions by becoming a Limited Partner. In the event that any Limited Partner:

7.5.1.1 Conducts, manages or participates directly or indirectly in any manner whatsoever in, including as legal, beneficial or equity owner of, or as financier or operator of or supplier to, the ownership, establishment, maintenance or operation of any facility, scheme or business entity or relationship established for the purposes of carrying on, or that is carrying on, Casino Gaming in the Province of Ontario other than pursuant to and in accordance with Applicable Laws; or

7.5.1.2 Authorizes, permits or acquiesces to the carrying on by any Person of Casino Gaming on a reserve or reserves of that Limited Partner in the Province of Ontario, other than pursuant to an in accordance with Applicable Laws;

then such Limited Partner shall be in default of this Agreement and the Revenue Agreement and the suspension and forfeiture provisions of Section 7.4(c) of this Agreement shall apply to such Limited Partner and the distributions of such Limited Partner.

7.6 Expedited Procedure for Suspension of Partner Distributions.

- (a) Notwithstanding Article 15, in the event the Joint Appointee does not receive one or more of the financial statements required to be provided to the Partnership pursuant to Section 9.1 within the time specified in such section, the provisions of Sections 7.6(b)

through (d) shall apply. For the purposes of this Section 7.6, a Limited Partner shall have failed to deliver a report and the Joint Appointee shall not have received same, if, within the permitted time frame, such Limited Partner:

- (i) fails to respond to the requirement for a report;
 - (ii) delivers a report which, on the face of it, does not appear to the Joint Appointee, acting reasonably, to provide a response to substantially all the content requirements of the report; or
 - (iii) delivers a report that contains a qualified review by the auditors of the Limited Partner and the qualification relates to the distributions received by the Limited Partner unless the Province, for such period specified by the Province, agrees in writing that this requirement does not apply.
- (b) The Joint Appointee shall provide notice to the Partnership and the Province regarding any non-compliance by any Limited Partner with the reporting obligations contemplated in Section 9.1 forthwith, but no later than 30 days after the Joint Appointee has determined that such non-compliance has occurred. The Partnership shall forthwith, but no later than 30 days after receiving notice from the Joint Appointee, attempt to obtain the financial statements contemplated by Section 9.1 from the Limited Partner which is in non-compliance with the obligations set out in such section. In the event the Partnership obtains the financial statements within such 30-day period, the Partnership shall provide these financial statements to the Joint Appointee forthwith upon receipt thereof and shall provide the Province and the Joint Appointee with a supplemental report as contemplated in section 5.2 of the Revenue Agreement.
- (c) In the event the Partnership does not obtain the financial statements within the 30-day period contemplated in Section 7.6(b), the Partnership, the Province and the Joint Appointee shall consult in good faith to discuss the non-compliance of such Limited Partner with the obligations set out in Section 9.1 and possible remedial action which could take place to address it. Such consultation shall be completed within 30 days of the last day of the 30 day period contemplated in Section 7.6(b).

- (d) Unless the Partnership and the Province otherwise agree, where the Joint Appointee has not received the financial statements of the Limited Partner by the expiry date of the time period set out in Section 7.6(c), the Partnership shall forthwith suspend any distributions to such Limited Partner to be made pursuant to this Agreement. Such suspension shall continue in effect until such time as the Joint Appointee provides notice to the Partnership and the Province that the financial statements required to be provided pursuant to Section 9.1 hereof have in fact been provided or such earlier time as the Province in its discretion may determine.
- (e) Without limiting the obligations of the Partnership to suspend distributions in accordance with the terms of Section 7.6(d), the Province and the Partnership agree that notwithstanding that such suspension of distributions pursuant to Section 7.6(d) may have occurred and may remain in effect, such suspension of distributions pursuant to Section 7.6(d) is without prejudice to the right of the Partnership to submit the question of whether or not a Partner has failed to comply with the reporting obligations contemplated by Section 9.1 to the dispute resolution process under sections 9.1 and 9.2 of the Revenue Agreement.

ARTICLE 8

GENERAL PARTNER/MANAGEMENT OF THE PARTNERSHIP

8.1 Authority of the General Partner.

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

8.2 Powers of General Partner.

Except as otherwise provided herein, and without limiting the generality of Section 8.1, the General Partner shall have the full power and authority, on behalf and in the name of the Partnership:

- 8.2.1 to enter into and to perform any agreement in connection with the Business, including the Revenue Arrangements and Formal Agreements to which the Partnership is a party;
- 8.2.2 to enter into any lease as lessee or lessor with respect to the Administrative Office premises;
- 8.2.3 to employ all Persons necessary for the conduct of the Business;
- 8.2.4 to prepare annual business plans and budgets for the Partnership, and quarterly updates thereof;
- 8.2.5 to retain such legal counsel, experts, advisors or consultants as the General Partner shall consider appropriate and to rely upon the advice of such Persons;
- 8.2.6 to open and operate in the name of the Partnership any bank account and name the signing officers therefor;
- 8.2.7 to invest funds received by the Partnership in Permitted Interim Investments;
- 8.2.8 to carry out the uses of the Collective Use Monies that have been approved by the Limited Partners pursuant to Section 7.3;
- 8.2.9 to pay the Expenses of the Partnership;
- 8.2.10 to commence or defend any action or proceeding in connection with the Partnership;
- 8.2.11 to file returns and reports required by any governmental or like authority;
- 8.2.12 to maintain the Register; and
- 8.2.13 to do anything that is in furtherance of or incidental to the Business or that is provided for in this Agreement.

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

partnership (which may be satisfied by contracting in the name of the Partnership as a limited partnership).

8.3 Exercise of Powers and Discharge of Duties.

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

8.4 No Commingling of Partnership Assets.

The funds and assets of the Partnership shall not be commingled with the funds or assets of any other Person (including those of the General Partner).

8.5 Conduct of Business - Limited Liability.

The General Partner will, at all times, conduct the business and affairs of the Partnership in such a manner that, so far as possible, the liability of a Limited Partner will be limited to the Capital Contribution from time to time of the Limited Partner.

8.6 No Fees of the General Partner.

The General Partner shall not be entitled to any fees as general partner of the Partnership.

8.7 No Transfer or Encumbering of General Partnership Interest.

The General Partner may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose of or subject to any charge, lien, security interest or other encumbrance all or any part of its interest in the Partnership.

ARTICLE 9

LIMITED PARTNER REPORTING AND RECORD-KEEPING

9.1 Limited Partners Reports and Information.

Each Limited Partner which has for a Fiscal Year received a distribution pursuant to Article 6 hereof shall:

9.1.1 within 120 days following the end of each Fiscal Year, deliver to the General Partner audited financial statements for the distributions and expenses during the Fiscal Year, which shall show the expenses by the categories as set out in Section 7.1.2, and shall be substantially in the form of Schedule 9.1 and be satisfactory in form and substance to the General Partner; and

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

9.2 Partnership Reports and Information.

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

9.2.1 based on a review of the reports that it has received pursuant to Section 9.1, (i) a report and, if applicable, one or more supplemental reports, substantially in the form required pursuant to section 5.2 of the Revenue Agreement and (ii) to the Province, a summary report of the representative examples of projects, programs, or other initiatives to which the Limited Partners have applied the distributions during such Fiscal Year;

9.2.2 an audited financial statement of the Partnership, including a schedule setting forth the specific amount of funds distributed to each Limited Partner during such Fiscal Year, and the dates of such distributions, and also including a schedule setting forth (i) the Held Amount attributable to each First Nation that was an Unsigned First Nation at the end of such Fiscal Year; and (ii) the total of the Held Amounts at the end of such Fiscal Year;

9.2.3 OFNLP 2008 shall also deliver to the Province and the Joint Appointee within a reasonable time, but not later than 90 days after each fiscal year-end of OFNLP 2008, (i) an audited report for the Collective Use Monies for the fiscal year then ended confirming whether the Collective Use Monies, Investment Income and all other income, proceeds and other monies derived from the Collective Use Monies, were expended or invested in accordance with the terms of the Revenue Agreement and this Agreement (including confirmation that no more than the permitted amounts of the Transferred Amounts were used as Collective Use Monies) and (ii) a summary report of representative examples of projects, programs, expenditures, investments or other initiatives to which OFNLP 2008 has applied such monies during such fiscal year; and

9.2.4 such other information as the Partnership may be required to provide pursuant to the Revenue Agreement.

9.3 Books and Records.

Each Limited Partner shall keep, or cause to be kept, full, complete and adequate books of accounts and such other records as are necessary to reflect the receipt, investment, distribution and/or expenditure of any funds received by it pursuant to this Agreement, and such books of account and other records shall be kept in accordance with Canadian generally accepted accounting principles.

9.4 Joint Appointee Investigation.

Each Limited Partner acknowledges and agrees that:

9.4.1 the Partnership may provide the Joint Appointee with copies of the reports referred to in section 9.1;

9.4.2 the Joint Appointee shall be entitled to (i) to make reasonable enquiries of, and to request for inspection any relevant document from, the Partnership, (ii) to request the Partnership to request a relevant document or information from a Limited Partner that has received funds from the Partnership, and (iii) if permitted by the Revenue Agreement to request such documents or information directly from a Limited Partner;

9.4.3 if the Joint Appointee makes such a request of the Partnership pursuant to the Revenue Agreement, the Partnership shall be required to exercise its rights under this Agreement to make such request of the Limited Partner, and the Partnership shall be so entitled and the Limited Partner shall comply with such request promptly and within the time period specified therefor in the Revenue Agreement;

9.4.4 refusal on the part of the Partnership or a Limited Partner that has received funds from the Partnership for the preceding Fiscal Year to provide the documents referred to in this Section 9.4, or to respond to the reasonable inquiries made by the Joint Appointee in a timely manner, will constitute a violation of the Revenue Agreement for which a remedy may be sought by the Province under Article 9 of the Revenue Agreement. A failure by the Partnership to deliver information which it has not received shall not be a refusal by the Partnership for purposes of this Section 9.4; and

9.4.5 the Joint Appointee shall be entitled to report to the Province on its findings pursuant to section 5.5 of the Revenue Agreement.

9.5 Reports and Information Available to Citizens of Limited Partners.

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

ARTICLE 10

PARTNERSHIP BOOKS AND RECORDS AND REPORTING TO PARTNERS

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

10.1.1 The General Partner will keep and maintain full, complete and accurate books of account and records of the business of the Partnership, including the materials referred to in Section 10.3. The Partnership books shall be kept at the principal office from time to time of the General Partner.

10.1.2 During the existence of the Partnership and for a period of seven years thereafter, such books of account and records shall be made available for inspection by any Limited Partner or its duly authorized representatives during normal business hours at the principal office of the General Partner. Any Limited Partner or its duly authorized representatives may from time to time make reasonable requests for information regarding the Business and the Partnership, and the General Partner will answer any such requests fully, fairly and promptly, to the best of its ability. The representatives designated by a Limited Partner pursuant to this Section 10.1 may include accountants, lawyers, management consultants or others appointed by the Limited Partner to examine all or any aspect of the operations of the Partnership. All information obtained and opinions developed in the course of such examinations, inspections or inquiries shall be retained in strict confidence and not used or disclosed by such Limited Partner except in the interest of the Partnership or in the Limited Partner's enforcement of its rights hereunder.

10.1.3 Subsection 10.1.2 shall be subject to the obligations of the Partnership, the General Partner and its Board of Directors from time to time pursuant to any confidentiality agreements with the Province, including the Revenue Agreement.

10.2 Appointment of Auditors.

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

10.3 Annual Report.

Within 120 days after the end of each Fiscal Year, the General Partner will forward to each Person who was a Partner at the end of such Fiscal Year an annual report in respect of such Fiscal Year containing:

10.3.1 financial statements of the Partnership as at the end of, and for, such Fiscal Year (prepared in accordance with the provisions of this Agreement and with Canadian generally accepted accounting principles), with comparative financial statements as at the end of, and for, the immediately preceding Fiscal Year containing: (i) a balance sheet; (ii) a statement of income; (iii) a statement of changes in financial position; and (iv) a statement of Partner's equity;

10.3.2 a report of the Auditor on such financial statements;

10.3.3 a report on aggregate allocations and distributions to Partners; and

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

10.4 Quarterly Reports.

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

10.5 Accounting Policies.

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

ARTICLE 11
PARTNERSHIP MEETINGS

11.1 Meetings of Partners.

The General Partner will, commencing in 2009, call an annual general meeting of Partners in each year, for the purpose of reviewing the Business of the Partnership, receiving the annual report and related financial statements and information contemplated by Section 10.3 hereof and transacting such other business as may be properly contained in the notice calling the meeting. The General Partner may at any time and shall, upon receipt of a written request from not less than 20% of all Limited Partners, call an extraordinary meeting of Partners. If the General Partner fails to call a meeting of the Partners within 30 days after receipt of such request from such Limited Partners, the General Partner or any Limited Partner, as the case may be, may call such meeting in accordance with the terms hereof. All meetings of Partners shall be held in the Province of Ontario, but no Limited Partner shall have any right, by virtue of any meeting, to take part in the control of the business of the Partnership.

11.2 Notice.

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

11.3 Chairman.

The Chairman of the Board of Directors, or in his or her absence, the President, or in his or her absence any Vice-President, of the General Partner shall be the chairman of a meeting of Partners if present thereat, unless the Partners choose, by Ordinary Resolution, some other individual present at such meeting to be the chairman thereof. If none of the Chairman of the Board of Directors, the President nor any Vice-President of the General Partner is present at such meeting, the Partners shall appoint a chairman for such meeting by Ordinary Resolution.

11.4 Quorum.

Subject to Section 11.5, a quorum at a meeting of Partners shall consist of Limited Partners present in person or by proxy constituting more than 50% of the Limited Partners.

11.5 Adjourned Meetings.

If a quorum is not present at a meeting of Partners within 30 minutes after the time fixed for holding such meeting, such meeting shall be adjourned by the chairman of such meeting to a date not sooner than 10 and not later than 21 days after the date of such meeting determined by the General Partner at a time and place determined by the General Partner. At least seven days' notice of the adjourned meeting shall be given to Partners and Section 11.2 shall apply to such notice, *mutatis mutandis*. At the adjourned meeting, the Partners present in person or represented by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may represent, in the aggregate, less than 50% of the Limited Partners.

11.6 Voting Rights of Limited Partners.

Subject to and as provided in Section 3.1, each Limited Partner shall be entitled to one vote on any poll taken at a meeting of Partners.

11.7 No Voting Rights of General Partner.

The General Partner will not be entitled to vote at any meeting of Partners.

11.8 Attendance of Others.

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

11.9 Voting.

Every question submitted to a meeting of Partners:

11.9.1 which requires an Extraordinary Resolution shall be decided by a ballot; and

11.9.2 which does not require an Extraordinary Resolution shall be decided by an Ordinary Resolution on a show of hands unless a ballot is demanded by a Partner entitled to vote on the matter, in which case a ballot shall be taken.

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

11.10 Ballot.

At a meeting of Partners, a ballot requested or required shall be conducted immediately.

11.11 Resolutions Binding.

An Extraordinary Resolution or Ordinary Resolution passed in accordance with this Agreement shall be binding on all Partners and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, whether or not such Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Partner voted against such resolution. A written Extraordinary Resolution within the meaning of Section 1.1.28.2 and a written Ordinary Resolution within the meaning of Section 1.1.58.2 shall be as valid as if it had been passed at a duly convened meeting of Partners and shall be deemed to satisfy all the requirements of this Agreement relating to such meetings.

11.12 Attendance by Proxy and Voting.

A Partner may attend any meeting of Partners either personally or be represented thereat by a permitted proxy; and votes at meetings of Partners may be cast personally or by proxy. A Limited Partner may be represented by its Chief (without the need for an instrument of proxy) or appoint as its proxy any other Person. The General Partner may appoint as its proxy any director or officer thereof. The instrument appointing a proxy shall be in writing under the hand of the appointee or its agent duly authorized in writing and such instrument shall cease to be valid one year after the date thereof.

11.13 Validity of Proxies.

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

11.14 Revocation of Proxy.

A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous insolvency or bankruptcy of the Partner giving the proxy or the revocation of the proxy unless

written notice of such insolvency, bankruptcy or revocation shall have been received by the chairman of the meeting prior to the time such vote is cast.

11.15 Form of Proxy.

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

This will serve to inform you that I, Chief _____,
will be unable to attend the meeting of Partners to be held at _____
on _____.

Therefore, _____ will be attending on my
behalf and is hereby appointed as proxy for _____
First Nation, with full power of Substitution to attend and vote for it and
on its behalf at the meeting of Partners, as authorized by signature of the
Chief or Acting Chief of such First Nation on its behalf, this _____
day of _____, _____.

11.16 Conduct of Meetings.

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

11.17 Minutes.

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

11.18 Powers Exercisable by Extraordinary Resolution.

In addition to all other powers conferred upon them by this Agreement, the Partners may by Extraordinary Resolution:

11.18.1 admit a new General Partner to the Partnership in anticipation of a bankruptcy, insolvency, dissolution, liquidation or winding-up of the General Partner, such admission to become effective, in the case of the General Partner, only upon the actual bankruptcy, insolvency, dissolution, liquidation or winding-up of the General Partner;

11.18.2 waive any default on the part of the General Partner on such terms as they may determine and release it from any claims in respect thereof;

11.18.3 continue the Partnership if the Partnership is terminated by operation of Applicable Law;

11.18.4 agree to any compromise or arrangement by the Partnership with any creditor or creditors, or class or classes of creditors, or with the holders of any shares or securities of the General Partner;

11.18.5 require the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of the General Partner or any Limited Partner;

11.18.6 authorize the winding-up of the activities of the Partnership;

11.18.7 subject to Article 14, amend this Agreement; and

11.18.8 amend, modify, alter or repeal any Extraordinary Resolution.

11.19 Approval of Formal Agreements.

Notwithstanding any other provision of this Agreement, every Limited Partner, upon execution of this Agreement by such Limited Partner, shall automatically be deemed to have approved the following resolution:

11.19.1 Ontario First Nations (2008) Limited Partnership (“the Partnership”) enter into, execute and deliver the Closing Agreement (“**Closing Agreement**”) to be dated the Closing Date (as defined in the Closing Agreement) between Her Majesty the Queen in Right of Ontario (the **Province**), Ontario Lottery and Gaming Corporation (“**OLG**”), Ontario First Nations Limited Partnership (“**OFNLP**”), the Partnership and Indian Associations Co-Ordinating Committee of Ontario Inc. (“**Chiefs of Ontario**”), which approval shall be conclusively evidenced by the execution of the Closing Agreement, which shall also provide conclusive evidence that the executed agreement is the Closing Agreement authorized by this resolution (together, the Closing

Agreement and the Gaming Revenue Sharing and Financial Agreement (as each of such terms is defined below) are referred to as the “**Formal Agreements**”);

11.19.2 the Partnership enter into, execute and deliver the Gaming Revenue Sharing and Financial Agreement (the “**Gaming Revenue Sharing and Financial Agreement**”) to be dated the Closing Date between the Province, OLG, OFNLP and the Partnership, which approval shall be conclusively evidenced by the execution of the Gaming Revenue Sharing and Financial Agreement, which shall also provide conclusive evidence that the executed agreement is the Gaming Revenue Sharing and Financial Agreement authorized by this resolution; and

11.19.3 any officer or director of OFN 2008 General Partner is authorized and directed to execute and deliver for and in the name and on behalf of OFN 2008 General Partner, in its capacity as general partner of the Partnership, under its corporate seal or otherwise, all certificates, instruments, agreements, conveyances, transfers, notices, affidavits and other documents, and to do all other acts and things, as in the opinion of that officer or director are necessary or desirable in connection with the foregoing resolutions, the Formal Agreements and the performance by the Partnership of its obligations under the Formal Agreements.

ARTICLE 12

STANDARD OF CARE; EXCULPATION

12.1 Standard of Care.

None of the General Partner, a Receiver acting pursuant to Article 13 or any director or officer of either of the foregoing (each a “**Managing Person**”) shall be liable to the Partnership or to the Limited Partners for (a) any act or omission performed or omitted by such Managing Person, or for any costs, damages or liabilities arising therefrom, except to the extent that such costs, losses, damages or expenses are attributable to a breach of this Agreement or to an act or omission by such Managing Person constituting intentional misconduct, negligence or fraudulent conduct by such Managing Person, (b) any tax liability imposed on the Partnership or any Limited Partner, or (c) any losses due to any misconduct of any Managing Person or any brokers or other agents of the Partnership (whether or not such Persons are directly employed by the Managing Person) as long as such Managing Person, if responsible for the selection of such other Person, made such selection without negligence.

ARTICLE 13

COMMENCEMENT, DURATION, EXTENSION AND DISSOLUTION OF PARTNERSHIP

13.1 Commencement of Term.

The Partnership was formed on the date first written above.

13.2 Term of Partnership.

Subject to Section 13.4, the Partnership will not wind up its activities until approved by Extraordinary Resolution.

13.3 Events of Dissolution.

Subject to Section 13.4, the Partnership shall be dissolved on the earliest of:

13.3.1 the approval of such dissolution by the General Partner and the authorization of such dissolution by Extraordinary Resolution; and

13.3.2 the expiration of its term.

13.4 Revenue Agreement.

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

13.5 Receiver.

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

13.6 Liquidation of Assets.

The Receiver shall prepare or cause to be prepared a statement of financial position of the Partnership which shall be reported upon by the Auditor and a copy of which shall be forwarded to each Person who was shown on the Register as a Partner at the date of dissolution. The Receiver shall wind up the affairs of the Partnership and all property of the Partnership shall be liquidated in an orderly manner. The Receiver shall manage and operate the Partnership and shall have all the powers and authority of the

General Partner under this Agreement. The Receiver shall be paid its reasonable fees and disbursements incurred in carrying out its duties as such.

13.7 Distribution of Proceeds of Liquidation.

The Receiver shall distribute the net proceeds from liquidation of the Partnership as follows:

13.7.1 first, to pay the expenses of liquidation and the debts and liabilities of the Partnership to its creditors or to make due provision for payment thereof;

13.7.2 second, to provide Accruals which the Receiver considers reasonable and necessary for any contingent or unforeseen liability or obligation of the Partnership which shall be paid to an escrow agent to be held for payment of liabilities or obligations of the Partnership; and

13.7.3 third, to the Partners in accordance with the provisions hereof relating to distributions of Net Cash.

13.8 Negative Balance in Capital Account of General Partner.

Neither the Partnership nor any Limited Partner shall have a claim against the General Partner with respect to any negative (i.e., debit) balance in its Capital Account except to the extent the assets of the Partnership are insufficient to pay debts, liabilities and obligations of the Partnership pursuant to the provisions of subsection 13.7.1.

13.9 Return of Capital.

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

13.10 Termination of Partnership.

The Partnership shall terminate when all of its assets have been sold and the net proceeds therefrom, after payment of or due provision for the payment of all debts, liabilities and obligations of the Partnership to creditors, have been distributed as provided in this Article 13.

ARTICLE 14
AMENDMENTS

14.1 Amendment with Approval of Limited Partners and General Partner.

This Agreement may be amended in writing by the General Partner if such amendment is authorized by Extraordinary Resolution and, in the case of any amendment that in any way adversely affects the rights of the General Partner, such amendment is approved by the General Partner; provided that such amendment, whether initiated by the General Partner or a Limited Partner, may not in any manner allow the Limited Partners to take part in the control of the business of the Partnership.

14.2 Change of Partners.

Notwithstanding Section 14.1 hereof, this Agreement may be amended in writing by the General Partner, without notice to or consent of the Limited Partners, to reflect the admission, resignation or withdrawal of any Limited Partner, provided that any such admission, resignation or withdrawal is permitted by and effected in compliance with this Agreement and a copy of this Agreement as amended is immediately provided to each of the Limited Partners.

14.3 Amendment by General Partner.

Notwithstanding Section 14.1 hereof, the General Partner may, without prior notice to or consent of any Limited Partner, amend this Agreement in writing: to cure any ambiguity or to correct or supplement any provision contained herein which, in the opinion of counsel for the Partnership, may be defective or inconsistent with any other provision hereof if, in the opinion of such counsel, such amendment does not and shall not in any way adversely affect the rights of any Limited Partner; provided that all Partners shall be notified of full details of any amendment to this Agreement under this Section 14.3, including a copy of this Agreement as so amended, within 30 days after the effective date of such amendment.

14.4 Consent of Province.

14.4.1 Except as may be consented to in writing by the Province, Sections 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.15, 3.3, 3.5, 4.4, 5.1, 5.2, 6.1, 6.3, 6.6, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 8.7, 9.1, 9.2, 9.3, 9.4, 9.5, 10.2, 10.3, 10.4, 11.18, 13.4, 14.1, 15.4, 17.8 and 17.9, the definitions of “Accruals”, “Approved Purposes”, “Business”, “Collective Use Monies”, “Expenses”, “Extraordinary Resolution”, “First Nation”, “Ordinary Resolution” and “Permitted Interim Investments” and Schedules 1.1C, 6.6 and 9.1 as well as defined terms included in such Sections, definitions and Schedules of this Agreement, shall remain unamended for the term of this Agreement during such

period as the Revenue Agreement is in full force and effect and, in connection with any of the foregoing definitions, Sections or Schedules, during such period as the corresponding provisions in the Revenue Agreement continue to survive. Any such amendment or deletion of any such provision without the written consent of the Province shall be void ab initio and of no force and effect.

14.4.2 In the event of any dispute, claim, difference or question between any of the Partnership, any Limited Partner and either of the Province or OLG as to whether any of the Partnership or any Limited Partner has performed or is in compliance with the Sections of this Agreement referred to in Section 14.4.1 and the corresponding provisions in the Revenue Agreement, or as to the construction, meaning, effect or implication of this Agreement for the purposes of implementing or complying with the Revenue Agreement, such dispute, claim, difference or question shall be determined exclusively under the dispute resolution procedures under Article 9 of the Revenue Agreement and not under the dispute resolution procedures of this Agreement.

ARTICLE 15

DISPUTES

15.1 Notice of Concern.

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

15.2 Good Faith Discussion.

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

15.3 Mediation and Arbitration

All disputes, disagreements, controversies, questions or claims arising out of or relating to this Agreement, including with respect to its formation, execution, validity, application, interpretation, performance, breach or enforcement (“**Disputes**”), shall, subject to Sections 15.1 and 15.2, be determined in accordance with Schedule 15.3, which sets out the sole and exclusive procedure for the resolution of Disputes. The resolution of Disputes pursuant to the terms of Schedule 15.3 shall be final and binding upon the parties to this Agreement, and there shall be no appeal therefrom, except on a question of law or a question of mixed fact and law. For greater certainty, the application of subsection 7(2) of the *Arbitration Act, 1991* (Ontario) is expressly excluded.

15.4 Application of Dispute Resolution Process.

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

**ARTICLE 16
NOTICES**

16.1 Notices.

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

Ontario First Nations (2008) Limited Partnership
78 1st Line Road
New Credit Commercial Plaza
Suite 204
R.R. # 6
Hagersville, Ontario
N0A 1H0

Attention: General Manager
Telecopier: 905.768.7667

with a copy to:

Torys LLP
Suite 3000
79 Wellington Street West
Box 270, TD Centre
Toronto, Ontario
M5K 1N2

Attention: Peter E.S. Jewett
Telecopier: 416.865.7380

and if to a Limited Partner, to the address or fax number (if any) of such Limited Partner as it appears on the Register. Any such notice that is sent by mail shall be deemed to have been received on the third Business Day after the date on which the same was deposited in a regularly maintained receptacle for the deposit of mail, addressed and sent as aforesaid. In the event of any disruption, strike or interruption in the Canadian postal service after mailing, and prior to receipt or deemed receipt, such notice shall be deemed to have been received on the third Business Day following full resumption of the Canadian postal service. Any such notice that is given by personal delivery shall be deemed to have been received on the day of actual delivery thereof and any notice given by telecopy, fax or electronic means shall be deemed to have been received on the first Business Day after the transmittal thereof. Any Limited Partner may change its address or fax number by giving written notice of such change to the General Partner or the General Partner may change its address or fax number by giving such notice thereof to a Limited Partner. Accidental omission to give any notice or communication or to make any payment or demand required or permitted to be given or made hereunder to any Limited Partner shall not affect the validity of such notice, demand or communication provided any such notice, communication, demand or payment is promptly provided in accordance with this Section 16.1 upon the omitting party becoming aware of such omission.

ARTICLE 17

MISCELLANEOUS

17.1 Record Date for Meeting.

For the purpose of determining which Limited Partners are entitled to notice of, or to vote at, a meeting of Partners or are entitled to receive a distribution or for any other proper purpose, as the case may be, the General Partner may fix in advance a date as the record date, but, where a record date is fixed, it is not to be more than 14 days before the date on which the particular action requiring such determination is to be taken (or, in the case of any allocation, the date as at which such allocation is to be made and, in the case

of any distribution, the date on which such distribution is to be paid) and, where no record date is fixed, the date on which such notice is given or on which such meeting is held or on which such allocation or distribution is made or on which such other action is taken, as the case may be, is the record date for such determination, and a determination of which Limited Partners are entitled to vote at a meeting made as provided in this paragraph applies to an adjournment of such meeting.

17.2 Limited Partner not a General Partner.

If any provision of this Agreement has the effect of imposing upon any Limited Partner any of the liabilities or obligations of a general partner under the Act, such provision shall be of no force and effect.

17.3 Further Assurances.

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

17.4 Waiver.

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

17.5 Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law which renders any provision of this Agreement invalid or unenforceable in any respect. The parties shall engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic and substantive effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

17.6 Counterparts.

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

17.7 Law of Interpretation.

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

17.8 Successors; No Assigns.

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

17.9 No Third Party Beneficiaries; Exception.

17.9.1 Subject to subsection 17.9.2 but notwithstanding any other provision of this Agreement, none of the rights or obligations hereunder of any party shall enure to the benefit of or be enforceable by or against any Person other than the parties and their respective successors and permitted assigns.

17.9.2 Subsection 17.9.1 shall not apply to Section 12.1 of this Agreement; Section 12.1 is intended to enure to the benefit of Managing Persons.

17.10 Entire Agreement

This Agreement, together with any relevant provisions from the Formal Agreements, constitutes the entire agreement between the parties pertaining to the subject matter herein. There are no warranties,

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

17.11 Confidentiality

17.11.1 All information provided pursuant to any provision of this Agreement, and all other information emanating from or pertaining to a party (in any form) that a party (the “receiving party” for the purposes of this Section 17.11.1) may acquire under the terms or otherwise as a result of this Agreement or by virtue of the relationship between the parties created by this Agreement (collectively, “**Confidential Information**”), shall be considered confidential and, except as otherwise permitted in this Agreement, shall not be used by, or disclosed, revealed or divulged to, any other Person, or published in any manner whatsoever, in a manner not specifically permitted by this Agreement without first obtaining the written consent of the other party (the “disclosing party” for the purposes of this Section 17.11.1), such consent not to be unreasonably withheld. Confidential Information does not include this Agreement itself and does not include information that: (i) at the time of disclosure, is already known by the receiving party; (ii) is or becomes publicly known other than through a wrongful act or omission of (A) the receiving party or its partners, officers, directors, employees, agents, consultants, advisors or other representatives, or (B) any other Person subject to a confidentiality agreement or other obligation to hold such information in confidence, whether contractual, fiduciary or otherwise; (iii) is rightfully received from a third party without similar restriction provided that the third party did not come into possession of the Confidential Information as a result, directly or indirectly, of a breach of an obligation of confidentiality owed by any Person to the disclosing party; or (iv) is independently

developed by or on behalf of the receiving party without disclosure of or recourse to the Confidential Information.

17.11.2 Notwithstanding the foregoing, the receiving party may reveal or divulge Confidential Information:

17.11.2.1 in the case of the Partnership, to its respective Limited Partners and to the Chiefs of the First Nations in Ontario, provided that such Persons have been informed of the Partnership's confidentiality obligations under this Agreement and have agreed with the Partnership to be bound similarly thereby;

17.11.2.2 to the extent necessary, to any Person providing services to the receiving party to enable the receiving party to perform any of its obligations or exercise any of its rights under this Agreement, provided that such Person has been informed of the receiving party's confidentiality obligations hereunder and has agreed with the receiving party to be bound similarly thereby;

17.11.2.3 as required by any Governmental Authority or Applicable Law; provided that, where circumstances permit, and where such disclosure is not made in the ordinary course to such Governmental Authorities, prior to any disclosure, the disclosing party shall be notified by the receiving party of the proposed disclosure and the receiving party shall, at the disclosing party's request, take reasonable steps to allow the disclosing party, at its sole expense, to contest the requirement for disclosure or to obtain an order or ruling to preserve the confidentiality of such Confidential Information;

17.11.2.4 in connection with any dispute resolution commenced pursuant to this Agreement or the Revenue Agreement; or

17.11.2.5 to the extent necessary, to any financial institution or other Person (from whom financing is being sought) or to advisors to any such financial institution or other Person, provided that any such financial institution, Person or advisor has been informed of the receiving party's confidentiality obligations hereunder and has agreed with the receiving party to be bound similarly thereby.

17.11.3 The parties acknowledge and agree that the Confidential Information may comprise trade secrets or scientific, technical, commercial, financial or labour relations information, supplied in

confidence, disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of one or all of the parties or result in undue loss to one or all of the parties or undue gain to others.

17.11.4 All Confidential Information shall be made available to a party's employees, advisors and consultants only as required in order for the receiving party to adequately use such Confidential Information in accordance with this Agreement. Any party's employees, advisors or consultants receiving Confidential Information shall be informed of the receiving party's confidentiality obligations hereunder and the receiving party shall be liable for any breaches thereof by such employees, advisors or consultants. Prior to disclosing any Confidential Information to its employees, advisors or consultants, a party shall take reasonable precautions to ensure that such employees, advisors or consultants are bound by confidentiality obligations substantially similar to those set out in this Section 17.11.4.

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DATED as of the date and year first above written.

GENERAL PARTNER:

**NEW OFNLP GENERAL PARTNER
LIMITED**

By: _____

AAMJIWNAANG

By: _____
Please print name:

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

ALGONQUINS OF PIKWAKANAGAN

By: _____
Please print name:

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

ANISHINAABEG OF NAONGASHIING

By: _____
Please print name:

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

ATTAWAPISKAT FIRST NATION

By: _____
Please print name:

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

LIMITED PARTNERS:

ALDERVILLE FIRST NATION

By: _____
Please print name:

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

**ANIMIBIGOO ZAAGI'IGAN
ANISHINAABEK**

By: _____
Please print name:

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

AROLAND FIRST NATION

By: _____
Please print name:

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

AUNDECK OMNI KANING

By: _____
Please print name:

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

BEARSKIN LAKE FIRST NATION

By: _____
Please print name:

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

BEAUSOLEIL FIRST NATION

By: _____
Please print name:

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

BEAVERHOUSE FIRST NATION

By: _____
Please print name:

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

BIG GRASSY FIRST NATION

By: _____
Please print name:

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

BIINJITIWAABIK ZAAGING ANISHINAABEK

By: _____
Please print name:

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

BINGWI NEYAASHI ANISHINAABEK

By: _____
Please print name:

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

BKEJWANONG TERRITORY

By: _____
Please print name:

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

BRUNSWICK HOUSE FIRST NATION

By: _____
Please print name:

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

CALDWELL FIRST NATION

By: _____
Please print name:

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

CAT LAKE FIRST NATION

By: _____
Please print name:

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

CHAPLEAU CREE FIRST NATION

By: _____
Please print name:

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

CHAPLEAU OJIBWAY FIRST NATION

By: _____
Please print name:

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

CHIPPEWAS OF GEORGINA ISLAND

By: _____
Please print name:

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

**CHIPPEWAS OF KETTLE & STONY
POINT**

By: _____
Please print name:

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

CHIPPEWAS OF NAWASH

By: _____
Please print name:

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

CHIPPEWAS OF SAUGEEEN

By: _____
Please print name:

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

CHIPPEWAS OF THE THAMES

By: _____
Please print name:

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

CONSTANCE LAKE FIRST NATION

By: _____
Please print name:

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

COUCHICHING FIRST NATION

By: _____
Please print name:

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

CURVE LAKE FIRST NATION

By: _____
Please print name:

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

DEER LAKE FIRST NATION

By: _____
Please print name:

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

DELAWARE NATION

By: _____
Please print name:

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

DOKIS FIRST NATION

By: _____
Please print name:

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

EABAMETOONG FIRST NATION

By: _____
Please print name:

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

EAGLE LAKE FIRST NATION

By: _____
Please print name:

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

FLYING POST FIRST NATION

By: _____
Please print name:

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

FORT ALBANY FIRST NATION

By: _____
Please print name:

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

FORT SEVERN FIRST NATION

By: _____
Please print name:

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

FORT WILLIAM FIRST NATION

By: _____
Please print name:

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

GARDEN RIVER FIRST NATION

By: _____
Please print name:

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

GINOOGAMING

By: _____
Please print name:

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

GRASSY NARROWS FIRST NATION

By: _____
Please print name:

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

HENVEY INLET FIRST NATION

By: _____
Please print name:

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

HIAWATHA FIRST NATION

By: _____
Please print name:

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

HORNEPAYNE FIRST NATION

By: _____
Please print name:

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

ISKATEWIZAAGEGAN NO. 39 INDEPENDENT FIRST NATION

By: _____
Please print name:

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

KASABONIKA LAKE FIRST NATION

By: _____
Please print name:

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

KASHECHEWAN FIRST NATION

By: _____
Please print name:

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

KEEWAYWIN FIRST NATION

By: _____
Please print name:

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

KIASHKE ZAAGING ANISHINAABEK

By: _____
Please print name:

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

KINGFISHER LAKE FIRST NATION

By: _____
Please print name:

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

KITCHENUHMAYKOOSIB INNINUWUG

By: _____
Please print name:

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

KOOCHECHING FIRST NATION

By: _____
Please print name:

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

LAC DES MILLE LACS FIRST NATION

By: _____
Please print name:

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

LAC LA CROIX FIRST NATION

By: _____
Please print name:

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

LAC SEUL FIRST NATION

By: _____
Please print name:

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

LONG LAKE #58 FIRST NATION

By: _____
Please print name:

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

MAGNETAWAN FIRST NATION

By: _____
Please print name:

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

MARTEN FALLS FIRST NATION

By: _____
Please print name:

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

MATACHEWAN FIRST NATION

By: _____
Please print name:

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

MATTAGAMI FIRST NATION

By: _____
Please print name:

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

McDOWELL LAKE FIRST NATION

By: _____
Please print name:

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

M'CHIGEENG FIRST NATION

By: _____
Please print name:

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

MICHIPICOTEN FIRST NATION

By: _____
Please print name:

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

MISHKEEGOGAMANG

By: _____
Please print name:

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

MISSANABIE CREE FIRST NATION

By: _____
Please print name:

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

MISSISSAUGA #8 FIRST NATION

By: _____
Please print name:

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

MISSISSAUGAS OF SCUGOG ISLAND

By: _____
Please print name:

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

MISSISSAUGAS OF THE NEW CREDIT

By: _____
Please print name:

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

**MOCREEBEC COUNCIL OF THE CREE
NATION**

By: _____
Please print name:

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

MOHAWKS OF AKWESASNE

By: _____
Please print name:

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

MOHAWKS OF THE BAY OF QUINTE

By: _____
Please print name:

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

MOOSE CREE FIRST NATION

By: _____
Please print name:

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

MOOSE DEER POINT FIRST NATION

By: _____
Please print name:

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

MUNSEE DELAWARE NATION

By: _____
Please print name:

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

MUSKRAT DAM FIRST NATION

By: _____
Please print name:

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

NAICATCHEWENIN

By: _____
Please print name:

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

NAMAYGOOSISAGAGUN

By: _____
Please print name:

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

NAOTKAMEGWANNING ANISHINABE

By: _____
Please print name:

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

NESKANTAGA FIRST NATION

By: _____
Please print name:

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

NIBINAMIK FIRST NATION

By: _____
Please print name:

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

NICICKOUSEMENECANING

By: _____
Please print name:

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

NIPISSING FIRST NATION

By: _____
Please print name:

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

NORTH CARIBOU LAKE FIRST NATION

By: _____
Please print name:

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

NORTH SPIRIT LAKE FIRST NATION

By: _____
Please print name:

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

NORTHWEST ANGLE NO. 33 FIRST NATION

By: _____
Please print name:

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

NORTHWEST ANGLE NO. 37 FIRST NATION

By: _____
Please print name:

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

OBASHKAANDAGAANG

By: _____
Please print name:

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

OCHIICHAGWE'BABIGO'INING

By: _____
Please print name:

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

OJIBWAYS OF BATCHEWANA

By: _____
Please print name:

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

OJIBWAYS OF ONIGAMING

By: _____
Please print name:

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

OJIBWAYS OF PIC RIVER

By: _____
Please print name:

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

ONEIDA NATION OF THE THAMES

By: _____
Please print name:

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

PAYS PLAT FIRST NATION

By: _____
Please print name:

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

PIC MOBERT FIRST NATION

By: _____
Please print name:

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

PIKANGIKUM FIRST NATION

By: _____
Please print name:

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

POPLAR HILL FIRST NATION

By: _____
Please print name:

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

~~**POPLAR POINT FIRST NATION**~~

By: _____
Please print name:

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

RAINY RIVER FIRST NATION

By: _____
Please print name:

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

RED ROCK BAND

By: _____
Please print name:

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

SACHIGO LAKE FIRST NATION

By: _____
Please print name:

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

SAGAMOK ANISHNAWBEK FIRST NATION

By: _____
Please print name:

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

SANDY LAKE FIRST NATION

By: _____
Please print name:

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

SAUGEEEN FIRST NATION

By: _____
Please print name:

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

SEINE RIVER FIRST NATION

By: _____
Please print name:

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

SERPENT RIVER FIRST NATION

By: _____
Please print name:

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

SHAWANAGA FIRST NATION

By: _____
Please print name:

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

SHEGUIANDAH FIRST NATION

By: _____
Please print name:

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

SHESHEGWANING FIRST NATION

By: _____
Please print name:

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

SHOAL LAKE NO. 40 FIRST NATION

By: _____
Please print name:

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

SIX NATIONS OF THE GRAND RIVER

By: _____
Please print name:

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

SLATE FALLS FIRST NATION

By: _____
Please print name:

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

STANJIKOMING FIRST NATION

By: _____
Please print name:

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

TAYKWA TAGAMOU NATION

By: _____
Please print name:

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

TEMAGAMI FIRST NATION

By: _____
Please print name:

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

THESSALON FIRST NATION

By: _____
Please print name:

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

**WABASEEMOONG INDEPENDENT
NATION**

By: _____
Please print name:

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

WABAUSKANG FIRST NATION

By: _____
Please print name:

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

WABIGOON FIRST NATION

By: _____
Please print name:

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

WAHGOSHIG FIRST NATION

By: _____
Please print name:

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

WAHNAPITAE FIRST NATION

By: _____
Please print name:

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

WAHTA MOHAWKS

By: _____
Please print name:

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

WAPEKEKA FIRST NATION

By: _____
Please print name:

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

WASUKSING FIRST NATION

By: _____
Please print name:

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

WAUZHUSHK ONIGUM NATION

By: _____
Please print name:

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

WAWAKAPEWIN

By: _____
Please print name:

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

WEBEQUIE FIRST NATION

By: _____
Please print name:

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

WEENUSK FIRST NATION

By: _____
Please print name:

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

WHITEFISH LAKE FIRST NATION

By: _____
Please print name:

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

WHITEFISH RIVER FIRST NATION

By: _____
Please print name:

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

WHITESAND FIRST NATION

By: _____
Please print name:

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

WHITEWATER LAKE FIRST NATION

By: _____
Please print name:

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

**WIKWEMIKONG UNCEDED INDIAN
RESERVE**

By: _____
Please print name:

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

WUNNUMIN LAKE FIRST NATION

By: _____
Please print name:

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

ZHIIBAAHAASING

By: _____
Please print name:

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

SCHEDULE 1.1A
TO
LIMITED PARTNERSHIP AGREEMENT

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	Naotkamegwaning 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
	Poplar Point First Nation
96	Rainy River First Nation
97	Red Rock Band
98	Sachigo Lake First Nation
99	Sagamok Anishnawbek First Nation
100	Sandy Lake First Nation
101	Saugeen First Nation
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	Taykwa Tagamou Nation
112	Temagami First Nation
113	Thessalon First Nation
114	Wabaseemoong Independent Nation
115	Wabauskang First Nation
116	Wabigoon First Nation
117	Wahgoshig First Nation
118	Wahnapiatae First Nation
119	Wahta Mohawks
120	Wapekeka First Nation
121	Wasauksing First Nation
122	Wauzhushk Onigum Nation
123	Wawakapewin
124	Webequie First Nation
125	Weenusk First Nation
126	Whitefish Lake First Nation
127	Whitefish River First Nation
128	Whitesand First Nation
129	Whitewater Lake First Nation
130	Wikwemikong Unceded Indian Reserve
131	Wunnumin Lake First Nation
132	Zhiibaahaasing

SCHEDULE 1.1B
TO
LIMITED PARTNERSHIP AGREEMENT

NEAR BANDS

Beaverhouse First Nation
Hornepayne First Nation
Koocheching First Nation
MoCreebec Council of the Cree Nation
Namaygoosisagagun First Nation
~~Poplar Point First Nation~~
Whitewater Lake First Nation

SCHEDULE 1.1C
TO
LIMITED PARTNERSHIP AGREEMENT

PERMITTED INTERIM INVESTMENTS

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

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

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

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

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

4. **Term.** To qualify as a Permitted Interim Investment, an investment must, at the date of its acquisition, have a remaining term to maturity of not greater than the lesser of (a) 366 days and (b) the balance of the Initial Term.

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

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

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

SHORT TERM	CBRS	A-1+
	DBRS	R-1 HIGH
	MOODY’S	P-1
	S&P	A-1+
LONG TERM	CBRS	A++ LOW (CORPORATE)
	CBRS	AAA (GOVERNMENT)
	DBRS	AAA
	MOODY’S	AAA
	S&P	AAA

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

SHORT TERM	CBRS	A-1
	DBRS	R-1 MIDDLE/LOW
	MOODY’S	P-1
	S&P	A-1+
LONG TERM	CBRS	A+ LOW (CORPORATE)
	CBRS	AA (GOVERNMENT)
	DBRS	AA
	MOODY’S	Aa3
	S&P	AA-

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

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

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

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

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

SCHEDULE 6.5.2

TO

LIMITED PARTNERSHIP AGREEMENT

**(FORM OF) NOTICE AND UNDERTAKING OF NEAR BAND/SISTER BAND FIRST NATION
DESIGNATION**

TO: **NEW OFNLP GENERAL PARTNER LIMITED**
 (the “General Partner”)

AND TO: **ONTARIO FIRST NATIONS (2008) LIMITED PARTNERSHIP**
 (the “Limited Partner”)

RE: **Ontario First Nations (2008) Limited Partnership Agreement dated February 7,**
 2008 (the “Partnership Agreement”) among the General Partner and participating First
 Nations (other than the Chippewas of Mnjikaning) to form the Partnership

1. Partnership Agreement. This notice, direction and release is being delivered pursuant to Section 6.5 of the Partnership Agreement by _____ (the “Near First Nation”) and by _____ (the “Sister First Nation”).

2. Definitions. All capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Partnership Agreement.

3. Notice of Designation of Nominee. The undersigned hereby notify the General Partner and the Partnership that: (i) the Near First Nation has designated the Sister First Nation as the Near First Nation’s nominee to receive in trust for, and pay over to, the Near First Nation all distributions from the Partnership representing the Near First Nation’s Formula Share of Net Cash (collectively referred to as the “Distributions”); and (ii) the Sister First Nation has accepted such designation and trusts.

4. Trust Account. The undersigned hereby notify the General Partner and partnership that the Sister First Nation has established a separate interest-bearing account (the “Account”) which is and shall be maintained as a separate trust account by the Sister First Nation for the benefit of the Near First Nation.

5. Nominee Agreement. The undersigned hereby represent and warrant that: (i) the agreement attached hereto as Appendix A is a true and complete copy of the nominee agreement dated as of ■ (the

“**Nominee Agreement**”) between the Near First Nation and the Sister First Nation, pursuant to which the Near First Nation designated the Sister First Nation as the Near First Nation’s nominee to receive in trust for, and pay over to, the Near First Nation all Distributions; (ii) the Nominee Agreement is in full force and effect, unamended; and (iii) the Sister First Nation has agreed to receive all Distributions directly into the Account and forward all such Distributions received forthwith to the Near First Nation in accordance with the terms of the Nominee Agreement.

6. Direction. The executed payment instruction delivered herewith (in the form attached hereto as Appendix B), as amended in accordance with Section 7 hereof (the “**Payment Instruction**”), constitutes the undersigned’s instruction and direction to the General Partner and the Partnership that all Distributions to which the Near First Nation is entitled under the Partnership Agreement shall, when distributed, be paid in accordance with the instructions set out therein, and that shall be good and sufficient authority for so doing; provided that the General Partner and the Partnership have not, at least 10 Business Days prior to the date of such payment, received a written notice in accordance with Section 9 hereof.

7. Amendment to Payment Instruction. The Payment Instruction may be amended from time to time by the Near First Nation and the Sister First Nation by delivering an amended Payment Instruction to the General Partner and Partnership in accordance with the Partnership Agreement, and Appendix B shall be, and shall be deemed to be, amended accordingly immediately following the tenth Business Day following delivery of such amended Payment Instruction.

8. Indemnity.

- (1) The undersigned hereby acknowledge that the Partnership, the General Partner and their respective directors, officers, employees, agents and other representatives (collectively, the “**Representatives**”) shall be entitled to rely upon the Payment Instruction, as it may from time to time be amended in accordance with Section 7 hereof.
- (2) For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:
 - (a) the Near First Nation and the Sister First Nation hereby undertake and agree to indemnify and hold the General Partner, the Partnership and their Representatives harmless in respect of any claim, demand, action, damage, loss,

cost, liability or expense which may be made or brought against the General Partner, the Partnership and/or any Representatives or which any of them may suffer or incur directly or indirectly as a result of, in respect of or arising out of any action taken by the General Partner, the Partnership and/or any Representatives in accordance with the Payment Instruction, as it may from time to time be amended in accordance with Section 7 hereof; and

(b) without limiting the generality of the foregoing, each of the undersigned acknowledges and agrees that the General Partner and the Partnership may set off against any amounts to which either of the undersigned may otherwise be entitled under the Partnership Agreement any amounts for which the General Partner, the Partnership and/or the Representative are to be indemnified by such undersigned party by the terms hereof.

9. Termination. Upon the termination of the Nominee Agreement, the Near First Nation and the Sister First Nation hereby agree to forthwith provide written notice thereof in accordance with the Partnership Agreement to the General Partner and the Partnership.

DATED as of the _____ day of _____, 200__

(Insert name of the Near First Nation)

By: _____
Name:
Title:

(Insert name of the Sister First Nation)

By: _____
Name:
Title:

APPENDIX A
NOMINEE AGREEMENT

[Must be in a form acceptable to the General Partner.]

APPENDIX B

PAYMENT INSTRUCTION

TO: NEW OFNLP GENERAL PARTNER LIMITED (the “General Partner”)

FROM: _____ (the “Near First Nation”)
(insert name of Near First Nation)

- and -

(insert name of Sister First Nation)

RE: Ontario First Nations (2008) Limited Partnership Agreement dated February 7, 2008 between the General Partner as general partner and those Ontario First Nations, including the undersigned, who are parties thereto as limited partners (the “Partnership Agreement”)

Capitalized terms not defined in this Payment Instruction have the respective meanings given to them in the Partnership Agreement.

This constitutes the undersigned’s instruction to the General Partner that all amounts to which the Near First Nation is entitled under the Partnership Agreement (collectively the “**Distributions**”) shall, when distributed, be paid to the Sister First Nation “in trust” for the benefit of the Near First Nation in accordance with the following instructions:

Name of Financial Institution: _____

Branch address and contact person information: _____

Branch transit number: _____

Trust account number: _____

Attached hereto is a voided cheque for the above-referenced account.

The Sister First Nation wishes to receive the Distributions in trust by:

_____ Wire transfer

_____ Cheque

(please indicate preference)

DATED as of the _____ day of _____, 200__.

(Insert name of the Near First Nation)

By: _____
Name:
Title:

(Insert name of the Sister First Nation)

By: _____
Name:
Title:

SCHEDULE 6.6

TO

LIMITED PARTNERSHIP AGREEMENT

ACKNOWLEDGEMENT AND CONSENT

TO: PROVINCE OF ONTARIO

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

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

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

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

SCHEDULE 9.1
TO
LIMITED PARTNERSHIP AGREEMENT

(FORM OF) LIMITED PARTNER REPORT ON RECEIPTS AND DISBURSEMENTS

TO: ONTARIO FIRST NATIONS(2008) LIMITED PARTNERSHIP

FROM: [INSERT NAME OF LIMITED PARTNER]

Re: Audited Financial Statements And Expenses By Category

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

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

Community development:	\$ _____
Health:	\$ _____
Education:	\$ _____
Economic development:	\$ _____
Cultural development:	\$ _____
[Expenses/Accruals/Permitted Interim Investments]	\$ _____

[LIMITED PARTNER/CHIEF]

And/or Quorum of Councillors

[Signature(s) of Councillor(s)]

[City, Canada]

Date: _____

AUDITOR'S REPORT

To Ontario First Nations (2008) Limited Partnership (the "**Partnership**"):

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

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

In our opinion, the financial schedule presents fairly, in all material respects, the Report on Receipts and Disbursements of the **[insert Limited Partner's name]** for the year ended March 31, ■ in accordance with the provisions of Schedule 9.1 of the Limited Partnership Agreement of the Partnership.

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

[City, Canada]

SCHEDULE 15.3

DISPUTE RESOLUTION

DEFINITIONS

1. In this Schedule 15.3:
 - (a) **“Arbitrators”** means either the Single Arbitrator, or the panel of three arbitrators appointed pursuant to paragraphs 11 and 12;
 - (b) **“Chair”** means either the Single Arbitrator, or the chair appointed pursuant to paragraph 12;
 - (c) **“Claimant”** means a Party that commences a dispute resolution pursuant to paragraph 4;
 - (d) **“Disputes”** has the meaning attributed to such term in Section 15.3 of the Agreement;
 - (e) **“Party”** means a party to a Dispute;
 - (f) **“paragraph”** means a paragraph of this Schedule 15.3; and
 - (g) **“Respondent”** means a Party who is not the Claimant, and the term **“Respondents”** shall, where there is only one Respondent, refer to that Respondent.

GENERAL

2. All Disputes which are to be determined according to the terms of this Schedule 15.3 pursuant to section 15.3 of the Agreement shall be arbitrated in accordance with the provisions of the *Arbitration Act, 1991 (Ontario)* (the **“Arbitration Act”**) except to the extent that those provisions are modified by the provisions of the Agreement and this Schedule 15.3.
3. No individual shall be appointed to mediate or arbitrate a Dispute pursuant to this Schedule 15.3 unless he or she agrees in writing to be bound by the provisions of this Schedule 15.3.

COMMENCEMENT OF DISPUTE RESOLUTION

4. A Party may commence a dispute resolution as Claimant by delivering a written notice of arbitration (the **“Notice of Arbitration”**) to each of the Respondents.
5. The Notice of Arbitration shall include in the text or in one or more attachments:
 - (a) the full names, descriptions and addresses of the Parties;
 - (b) a demand that the Dispute be referred to arbitration pursuant to this Schedule 15.3;
 - (c) a general description of the Dispute;
 - (d) the relief or remedy sought; and
 - (e) the name of the person the Claimant nominates as an arbitrator.

MEDIATION

6. Once a dispute resolution is commenced, but before the appointment of the Arbitrator(s), the Dispute shall be submitted to mediation in accordance with paragraphs 6 to 10, inclusive, if the Parties so agree. If the Parties do not agree to mediate the Dispute within 20 days after the receipt or deemed receipt of the Notice of Arbitration by all Respondents, paragraphs 6 to 10, inclusive, shall not apply to the Dispute.

7. The Parties shall jointly appoint a mediator (the “**Mediator**”). If the Parties have been unable to agree upon the appointment of the Mediator within 20 days after the receipt or deemed receipt of the Notice of Arbitration by all Respondents, paragraphs 6 to 10, inclusive, shall not apply to the Dispute.

8. The Parties shall participate in good faith in a mediation (the “**Mediation**”) and any related negotiations for a period of 60 days following the date of the appointment of the Mediator (the “**Mediation Period**”) in accordance with procedures adopted by the Mediator.

9. The Parties will bear the costs of the Mediation equally.

10. The Mediation shall be a procedure to facilitate the resolution of one or more Disputes. No Party shall call the Mediator as a witness for any purpose in any arbitral or judicial proceeding nor shall any Party seek access to any documents prepared for or delivered to the Mediator or any notes or records of the Mediator in any arbitral or judicial proceeding. Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its presentation or use in the Mediation.

11. If, after the Mediation Period, the Dispute remains unresolved or if the parties do not agree to mediate the Dispute within the time period set out in paragraph 6, the arbitrator nominated by the Claimant shall be the single arbitrator (the “**Single Arbitrator**”) to resolve the Dispute unless, within 10 days of the expiry of the Mediation Period or the time period set out in paragraph 6, the Respondents, by notice to the Claimant, jointly appoint a second arbitrator to serve on the panel of Arbitrators who will resolve the Dispute, and the arbitrator nominated by the Claimant shall be deemed to have also been so appointed.

12. If the Respondents have appointed a second arbitrator pursuant to paragraph 11, then, within 10 days of that appointment, the appointees of the Claimant and Respondents shall, by notice to the Parties, appoint a third and final arbitrator to act as chair of the Arbitrators, failing which a chair shall be appointed by a judge of the Superior Court of Justice of Ontario on the application of any Party on notice to all the other Parties.

13. The Arbitrators shall be appropriately qualified given the nature of the Dispute.

14. Subject to the Arbitration Act, the Agreement and this Schedule 15.3, the Arbitrators may conduct the arbitration in such manner as the Arbitrators consider appropriate.

INTERIM RELIEF

15. Prior to the appointment of the Arbitrators, the Parties may apply to the courts for interim relief. A request for interim relief by a Party to a court shall not be considered to be incompatible with section 15.3 of the Agreement or as a waiver of that provision.

PLEADINGS

16. The following shall apply to the arbitration of any Dispute:
- (a) within 10 days of the appointment of the Arbitrators, the Claimant shall deliver to all the Respondents and the Arbitrators a written statement (the “**Statement**”) concerning the Dispute setting forth, with particularity, the Claimant’s position with respect to the Dispute and the material facts upon which the Claimant intends to rely;
 - (b) within 15 days after the delivery of the Statement, each Respondent shall deliver to the Claimant and the Arbitrators a written response (an “**Answer**”) to the Statement setting forth, with particularity, the Respondent’s position on the Dispute and the material facts upon which the Respondent intends to rely;
 - (c) if any Respondent fails to deliver an Answer within the time limit in paragraph 16(b), that Respondent shall be deemed to have waived any right to provide an Answer to the Statement and the arbitration may continue without further notice to that Respondent;
 - (d) within 10 days after the earlier of: (i) the day all Answers have been delivered, and (ii) the 15th day referred to in paragraph 16(b), the Claimant may deliver to all the Respondents and the Arbitrators a written reply (a “**Reply**”) to the Answer of each Respondent, setting forth, with particularity, the Claimant’s response, if any, to the Answer;
 - (e) within the time limit in paragraph 16(b), a Respondent may also deliver to the Claimant, each other Respondent and the Arbitrators a counter-statement (a “**Counter-Statement**”) setting forth, with particularity, any additional Dispute for the Arbitrators to decide. Within 15 days of the delivery of a Counter-Statement, the Claimant shall deliver to each Respondent and the Arbitrators an Answer to the Counter-Statement. If the Claimant fails to deliver an Answer to the Counter-Statement within such 15-day period, the Claimant shall be deemed to have waived any right to provide an Answer to the Counter-Statement. Within 10 days after the delivery of an Answer to the Counter-Statement, the Respondents may deliver to the Claimant and the Arbitrators a Reply to such Answer. Any Dispute submitted to arbitration in accordance with this paragraph 16(e) shall be governed by, and dealt with as if it were the subject of a Statement in accordance with, this Schedule 15.3, except that it shall be decided by the Arbitrators already appointed, and shall be determined by the Arbitrators accordingly; and
 - (f) the time limits referred to in paragraphs 16(a) to 16(e) may be extended by the Chair for such period and for such reasons as the Arbitrators in the Arbitrators’ discretion may determine upon application in writing made to the Arbitrators by the Claimant or any Respondent on notice to each other Party to the arbitration, either before or within two days after the expiry of the relevant time limits and, in the event that the other Party or Parties wishes to oppose the application, the other Party or Parties shall be given an opportunity to make submissions on the application.

The Parties to the Agreement have set the time limits in this paragraph 16 after due consideration of the amount of time necessary to complete each step and it is their express desire that no

extension of any time limit shall be granted except in extraordinary circumstances, the onus for the proof of the existence of which lies on the Party seeking an extension.

CASE CONFERENCES

17. Within 10 days of the appointment of the Arbitrators, the Chair shall convene a case conference for the determination of any preliminary or interlocutory matter or to provide for planning and scheduling of the arbitration or to determine the timing or desirability of expert reports.

18. Issues to be determined at the first case conference after the completion of the steps contemplated by paragraph 16 or the expiry of the time limit for any mandatory step not taken by such time shall include the following:

- (a) any request for an adjournment of the case conference and the terms, if any, of any adjournment;
- (b) the identification and narrowing of the issues in the arbitration;
- (c) the desirability of the Parties engaging in further settlement negotiations or some other dispute resolution process, with or without the assistance of a mediator;
- (d) fixing a date, time and place for the Hearing (as defined in paragraph 19 of this Schedule 15.3);
- (e) the manner of presentation of evidence at the Hearing; and
- (f) a timetable for the disclosure by each Party to each other Party of the evidence in that Party's possession, power, or control which is relevant to any issue in the Dispute.

THE HEARING

19. At the date, time and place fixed at a case conference or, if no case conference has been held, at a date, time and place fixed by the Chair within 60 days of the appointment of the Chair, the Arbitrators shall convene a hearing (the "**Hearing**").

20. Unless otherwise determined by the Chair, the presentation of a Party's case at the Hearing shall include the delivery of a pre-hearing memorandum to the Arbitrators and to each other Party including the following elements:

- (a) a statement of facts;
- (b) a statement of each issue to be determined;
- (c) a statement of the Applicable Law on which the Party relies;
- (d) a statement of the relief requested including the basis for any damages claimed;

- (e) a statement of the evidence to be presented including the name, capacity and expected evidence of each witness to be called, and an estimate of the time required for the witness's direct testimony; and
- (f) an appendix containing all sworn statements or transcripts or portions of transcripts on which the Party intends to rely at the Hearing.

21. The pre-hearing memorandum of the Claimant shall be delivered not less than 20 days before the date of the Hearing. The pre-hearing memorandum of each Respondent shall be delivered not less than 10 days before the date of the Hearing.

22. At the Hearing, the Arbitrators shall consider any evidence as would be admissible in a court of law and any other evidence the Arbitrators consider appropriate to determine the Dispute. Evidence may be presented in written or oral form as the Party presenting the evidence considers appropriate, provided that examinations in chief shall be in writing and that no written statement of any witness shall be accepted by the Arbitrators unless each other adverse Party has been given an opportunity at the Hearing to cross-examine the witness on the information contained in the written statement. The Arbitrators shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of any evidence offered.

23. The Arbitrators shall have the right to exclude any witness from the Hearing during the testimony of any other witness.

24. Despite sub-section 28(1) of the Arbitration Act, the Arbitrators shall not, without the written consent of all Parties, retain any expert.

AWARDS

25. The Arbitrators may make final, interim, interlocutory and partial awards. Any award shall be considered to be validly made if it is approved either by the Single Arbitrator or by the majority of the Arbitrators, as the case may be, or in the absence of majority approval, then by the Chair. An award may grant any remedy or relief which the Arbitrators consider just and equitable and consistent with the intentions of the Parties under the Agreement. The Arbitrators shall state in the award whether or not the Arbitrators view the award as final or interim, for purposes of any judicial proceedings in connection with such award. Subject to section 39 of the Arbitration Act, the Arbitrators' final award shall be made within 30 days of the conclusion of the Hearing.

26. All awards for the payment of money shall include interest calculated in accordance with the terms of the Agreement or otherwise in accordance with Applicable Law.

27. All awards shall be in writing and shall state reasons.

28. The Arbitrators may apportion the costs of the arbitration, including the reasonable fees and disbursements of the Arbitrators and the legal costs and disbursements of the Parties, between or among the Parties in such manner as the Arbitrators consider reasonable. In determining the allocation of these costs, the Arbitrators shall invite submissions as to costs and may consider, among other things, any offer of settlement made by any Party during the course of the arbitration.

29. Executed copies of all awards shall be delivered by the Arbitrators to the Parties as soon as is reasonably possible.

30. Subject to section 44 of the Arbitration Act, all awards of the Arbitrators shall be final and binding on the Parties, and there shall be no appeal of any such award whatsoever. The Parties undertake to satisfy any award without delay.

ADDITIONAL MATTERS

31. All case conferences and Hearings shall be conducted in Toronto, Ontario in the English language.

32. All notices or other communications required or permitted to be given under this schedule to a Party shall be given in the manner specified in section 16.1 of the Agreement. All notices or other communications and all other documents required or permitted by this schedule to be given by the Parties to the Arbitrators shall be given in accordance with the Arbitrators' instructions.