

NEW OFNLP GENERAL PARTNER LIMITED

- and -

**EACH ONTARIO FIRST NATION WHO IS A SHAREHOLDER
THEREOF**

SHAREHOLDERS AGREEMENT

February 7, 2008

As Amended June 3, 2008

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SHAREHOLDERS AGREEMENT

This Agreement made as of the 7th day of February, 2008

AMONG:

NEW OFNLP GENERAL PARTNER LIMITED, a corporation incorporated under the laws of Ontario (the “**Corporation**”)

-and -

Those 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 holder of shares in the capital of the Corporation in accordance with the terms hereof (collectively, the “**Shareholders**” and individually a “**Shareholder**”)

WITNESSES THAT:

WHEREAS the Corporation has an authorized capital consisting of an unlimited number of shares;

AND WHEREAS the Corporation is the general partner in Ontario First Nations (2008) Limited Partnership (the “**Partnership**”) and each Shareholder is a limited partner in the Partnership;

AND WHEREAS the purpose of this Agreement is to provide for the election of a board of directors of the Corporation, the accommodation of certain observers, the appointment of officers, reporting obligations and certain other matters in accordance with this Agreement and the Partnership Agreement.

AND WHEREAS no Shareholder intends, by virtue of or pursuant to this Agreement or otherwise, to take part in the control of the business of the Partnership;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement, unless the context otherwise requires or unless otherwise defined herein:

“**Act**” means the Business Corporations Act (Ontario).

“**Affiliate**” means, in respect of any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with, such Person, and a Person shall be deemed to control another Person if such Person possesses the power to direct or cause the direction of the management and policies of such other 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.

“**Agreement**” means this agreement entitled “Shareholders Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof.

“**AIAI**” means the provincial/territorial organization known as the Association of Iroquois and Allied Indians.

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

“**Arm’s Length**” has the meaning ascribed to such term by the *Income Tax Act* (Canada).

“**Articles**” means the certificate and articles of incorporation of the Corporation dated June 15, 2007, as amended from time to time.

“**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 Shareholders in accordance with the terms hereof.

“Board” means the board of directors of the Corporation.

“Business” means the Corporation’s business of carrying on the business of the Partnership in accordance with the Partnership Agreement and Applicable Laws, and the operations, activities and affairs of the Corporation ancillary thereto.

“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.

“By-laws” means the by-laws of the Corporation from time to time in force and effect.

“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.

“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 Co-Ordinating Committee of Ontario Inc.”, acting as secretariat on behalf of and to the Chiefs of the First Nations and Mnjikaning.

“Closing Agreement” means the agreement dated the Closing Date 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.

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

“Extraordinary Resolution” means:

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

- (b) a written resolution in one or more counterparts consented to in writing by
- (i) all of the Shareholders who are otherwise entitled to vote, or
 - (ii) more than 66-2/3% of the Shareholders 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 Shareholders.

“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 A, as it may be amended in accordance with Sections 3.2 and 3.3 and **“First Nations”** means every First Nation.

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

“Fiscal Year” means the financial year of the Corporation as determined in accordance with Section 8.1.

“GCT3” means the provincial/territorial organization known as the Grand Council of Treaty No. 3.

“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, having jurisdiction in the relevant circumstances, including any Person acting under the authority of a Governmental Authority.

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

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

“Independents” means, collectively, those First Nations that are not associated with AIAI, GCT3, NAN or UOI.

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

“Limited Partners” means the Limited Partners of the Partnership.

“Loss of Status Event” has the meaning attributed to it in Section 3.4.2.

“Mnjikaning” means the Chippewas of Mnjikaning.

“NAN” means the political/territorial organization known as the Nishnawbe Aski Nation.

“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:

- (c) each first nation in Ontario referred to in Schedule B 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 3.4; and
- (d) each first nation in Ontario added to Schedule B subsequent to the date hereof pursuant to Sections 3.2 and 3.3 shall be deemed to be a Near Band for the period commencing on the date on which it becomes a Limited Partner under the Partnership Agreement and consistent with the provisions of Section 3.4;

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

“**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.

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

“**Ordinary Resolution**” means (a) a resolution passed by the affirmative vote of not less than a simple majority of the Shareholders who being entitled to do so, vote on the resolution in person or by proxy at a duly convened meeting of Shareholders or any adjournment thereof, or (b) a written resolution in one or more counterparts consented to in writing by (i) all of the Shareholders who are otherwise entitled to vote, or (ii) more than 50% of the Shareholders 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 Shareholders.

“**Parties**” means at any time the parties hereto collectively and “**Party**” means any one of them.

“**Partnership**” means Ontario First Nations (2008) Limited Partnership, a limited partnership formed under the laws of the Province of Ontario on February 7, 2008, and includes any successor thereto resulting from any merger, arrangement or other reorganization of or including Ontario First Nations (2008) Limited Partnership.

“**Partnership Agreement**” means the Limited Partnership Agreement dated the date hereof, pursuant to which the Partnership was formed, among the Corporation as general partner and each of the Shareholders as limited partners.

“**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.

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

“Qualified Individual” means an individual:

(1) who:

(a) acknowledges to the Corporation in writing that he or she has reviewed the Articles, the By-laws, this Agreement, the Partnership Agreement, the Revenue Agreement and the Closing Agreement and is aware of his or her duties under the Act to:

(i) act honestly and in good faith with the view to the best interests of the Corporation; and

(ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and

(b) has agreed with the Corporation to notify it promptly upon such individual being or becoming a person referred to in subsection (2) of this definition; and

(2) who is not:

(a) a chief or councillor of a First Nation; or

(b) a Person who, in fact, participates in the management or control of a First Nation, whether by reason of being an officer, senior employee or representative of the First Nation or otherwise; or

(c) a person who is in fact under the direction, control or undue influence of a Person referred to in clause (a) or clause (b).

“Revenue Agreement” means the 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.

“Revenue Arrangements” means the Revenue Agreement, the Partnership Agreement and this Agreement.

“Senior Personnel” means any employee, independent contractor, agent or other representative acting on behalf of the Corporation and taking part in the control of the business of the Partnership within the meaning of the *Limited Partnerships Act* (Ontario).

“Shares” means the common shares in the capital of the Corporation.

“Status Band” means a first nation in Ontario that is recognized as a band under the Indian Act.

“UOI” means the provincial/territorial organization known as the Union of Ontario Indians and also known as the Anishnabek Nation.

1.2 Defined Terms in the Partnership Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Partnership Agreement.

1.3 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 constructions or interpretation hereof.

1.4 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.

1.5 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.

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

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

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

- (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;
- (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;
- (3) 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; and
- (4) any reference to an “**approval**”, “**authorization**” or “**consent**” of the Corporation or any Shareholder means, except in the case of an Ordinary Resolution or Extraordinary Resolution, the written approval, written authorization or written consent of the Corporation or such Shareholder.

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

Schedule A - List of First Nations in Ontario

Schedule B	<input type="checkbox"/>	List of Near Bands
Schedule C	<input type="checkbox"/>	(Form of) Confidentiality Agreement
Schedule D	<input type="checkbox"/>	Dispute Resolution

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 an 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, 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 Shareholder of the Corporation, or once a Shareholder be terminated or withdraw as a Shareholder, without the prior written consent of the Province.

ARTICLE 2

THE CORPORATION

2.1 Representations and Warranties of the Corporation. The Corporation represents and warrants to, and covenants with, each Shareholder that:

- (a) it is a corporation incorporated under the laws of the Province of Ontario and is and shall continue to be a valid and subsisting corporation under the laws of, and qualified to carry on business in, the Province of Ontario and in any other jurisdiction in which the Partnership may carry on business or may own or lease property;
- (b) it has and shall continue to have the full power to execute this Agreement and all other agreements contemplated hereby to be signed by it, and to perform its obligations under this Agreement and such execution and the performance of such obligations have been duly authorized and do not and shall not conflict with or constitute a default under its Articles, By laws or any agreement by which it is bound;

- (c) this Agreement has been duly authorized, executed and delivered by or on behalf of the Corporation and constitutes a legal, valid and binding obligation of the Corporation 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
- (d) it shall take all actions required to qualify, continue and keep in good standing the Corporation as a corporation.

2.2 Business of the Corporation. The Corporation shall not carry on any activity or business other than the Business.

2.3 Place of Business. The principal place of business of the Corporation shall be at the address of the Corporation provided for in Section 14.1 hereof or such other location on a First Nations territory in Ontario as the Corporation may determine from time to time.

ARTICLE 3 SHARES AND SHAREHOLDERS

3.1 Representations and Warranties of Shareholders. Each Shareholder represents and warrants to, and covenants with, each other Shareholder and the Corporation that:

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

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

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

3.2 Recognized First Nations. The Corporation shall make a written request to the Chiefs of Ontario to be apprised of any changes from time to time in the First Nations and shall (and shall be entitled to), upon being notified by the Chiefs of Ontario of any such change, (i) promptly amend Schedule A and, if applicable, Schedule B 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 Shareholder, such change shall become effective in accordance with the procedure provided for in Section 3.3); (ii) notify the Province and the Joint Appointee of same, including a copy of such revised schedules; and (iii) take the other actions provided for in this Agreement. 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 Corporation shall (and shall be entitled to) promptly amend Schedules A and B accordingly.

3.3 New Shareholders.

- (1) Promptly following a determination by the Chiefs in Assembly:
 - (a) recognizing any new First Nation;
 - (b) regarding the time (if any) for such new First Nation to become a Shareholder in the Corporation; and
 - (c) regarding any other appropriate amendments to this Agreement;

then, subject to subsection (2) and Section 3.4, the Parties will amend this Agreement if and to the extent necessary in accordance with the foregoing, and take such further actions as are necessary, to allow such new First Nation to

become a Shareholder holding one Share, all in accordance with such determinations by the Chiefs in Assembly.

- (2) Each issuance or deemed issuance of a Share is subject to the condition that each subscriber therefor shall agree to be bound by the terms of this Agreement. Such subscriber shall deliver to the Secretary of the Corporation a signed copy of this Agreement and the Secretary shall forward a copy of the signed Agreement to each Party.

3.4 Near Bands.

3.4.1 **Near Bands and Shareholder Status.** In order for (a) a Near Band listed in Schedule B at the date hereof (an “**Existing Near Band**”) or (b) a Near Band which has, subsequent to the date of this Agreement, been recognized and added to Schedule B pursuant to Sections 3.2 and 3.3 (a “**New Near Band**”), to continue to be regarded as a Near Band and a First Nation for purposes of this Agreement, to be a Shareholder and to have the entitlements and obligations of a Shareholder hereunder (collectively, “**Shareholder Status**”), it must not incur a Loss of Status Event as provided in Section 3.4.2.

3.4.2 **Loss of Shareholder Status.** Upon receipt by the Corporation 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 Shareholder for purposes of this Agreement. Any Near Band which loses such Shareholder Status pursuant to this Section 3.4 may not reacquire such Shareholder Status unless and until it subsequently becomes a Near Band or a Status Band and is recognized pursuant to Section 3.3.

3.5 Termination of Shareholder.

- (1) 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 having a Loss of Status Event pursuant to Section 3.4 (each a “**Terminating Event**” and any such First Nation a “**Terminated Shareholder**”):

- (a) the Terminated Shareholder’s Share shall be, and be deemed to be, immediately sold by the Terminated Shareholder to, and repurchased by, the Corporation for a price of \$1.00, and cancelled; and
 - (b) the Terminated Shareholder shall have no rights or obligations hereunder in respect of any time following the Terminating Event (except pursuant to this Section 3.5 and Section 10.1).
- (2) If the Terminated Shareholder fails to complete the transaction of purchase and sale referred to in Section 3.5(1), then the \$1.00 amount which the Corporation would otherwise be required to pay to the Terminated Shareholder may be deposited by the Corporation into a trust account in the name of the Terminated Shareholder at the bank branch used by the Corporation. Upon making such deposit and giving the Terminated Shareholder notice thereof, the purchase of the Terminated Shareholder’s Share by the Corporation shall be deemed to have been fully completed and all right, title, benefit and interest, both at law and in equity, in and to such Share shall be and be deemed to be transferred and assigned to and vested in the Corporation. The Terminated Shareholder shall be entitled to receive the \$1.00 amount deposited in the trust account upon satisfying its obligations under this Agreement.
- (3) In connection with the sale of any Share pursuant to Section 3.5 of this Agreement, if the Terminated Shareholder defaults in executing and delivering any document in accordance with the terms hereof or completing the purchase and sale as contemplated herein, it hereby irrevocably nominates, constitutes and appoints the Corporation as its true and lawful attorney and agent, in accordance with the Powers of Attorney Act (Ontario) for, in the name of and on behalf of the Terminated Shareholder to execute and deliver all such assignments, transfers,

deeds or instruments as may be necessary to effectively transfer and assign the Share being sold to the Corporation, and in accordance with the Powers of Attorney Act (Ontario), the Terminated Shareholder declares that this power of attorney may be exercised during any subsequent legal incapacity on its part. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the dissolution, winding up, bankruptcy or insolvency of such Terminated Shareholder and each Party hereby ratifies, confirms and agrees to ratify and confirm all that the Corporation may lawfully do or cause to be done by virtue of such power of attorney.

3.6 No Transfer or Encumbering of Shares. Except as expressly provided in Sections 3.4 and 3.5, no Shareholder 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 Share. Any disposal or encumbering of a Share otherwise than pursuant to Sections 3.4 and 3.5 shall be, and be deemed to be, void.

3.7 Share Capital and Corporate Changes. Subject to Section 3.5, each Shareholder hereunder holds, and shall be deemed to hold, a single Share in the capital of the Corporation issued in exchange for \$1.00. The provisions of this Agreement relating to the Shares shall apply mutatis mutandis to (i) any shares or other securities into which the Shares may be converted, changed, re-classified, divided, re-designated, subdivided or consolidated, (ii) any shares or other securities which may be converted, exchanged, changed, re-classified, divided, re-designated, subdivided or consolidated into Shares, (iii) any Shares which are subsequently issued by the Corporation whether by way of a stock dividend, distribution or otherwise, and (iv) any shares or other securities of the Corporation or of any successor or continuing corporation to the Corporation which may be received by the Shareholders on a reorganization, amalgamation, consolidation or merger, statutory or otherwise.

3.8 Legended Share Certificates. All certificates representing Shares shall have endorsed thereon in easily legible characters the following notation:

“The Share represented by this certificate is subject to the provisions of a Shareholders Agreement dated February 7 2008 and may not be transferred or encumbered except in compliance with the terms and conditions thereof.”

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

3.10 Dealings with Registered Holder. The Corporation is entitled to treat the person in whose name any share certificate is registered as the absolute owner thereof. The receipt by the Person in whose name any Share is registered shall be a sufficient discharge for all monies, securities and other property payable, issuable or deliverable in respect of such Share and from all liability therefor.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Duties. Subject to the provisions of the Act, the overall supervision and control of all matters relating to the Business shall be vested in the Board. The Parties expressly acknowledge that the Board’s authority is not limited to those matters referred to in Section 7.1 hereof.

4.2 Number of Directors. The Board shall consist of five directors who shall be nominated and elected as provided in Section 4.3.

4.3 Nominations, Replacement and Removal of Board Nominees.

- (1) Each of AIAI, GCT3, Independents, NAN and UOI (each a “**Nominator**”) shall be permitted, by notice to the Corporation on behalf of the Parties, to nominate one Qualified Individual as its nominee to be elected and serve as a director on the Board.
- (2) The Shareholders agree to vote at all meetings of the Shareholders and to act in all other respects in connection with the corporate proceedings of the Corporation so as to ensure that such nominees are promptly elected and maintained in office as directors of the Corporation for successive Fiscal Years of the Corporation, subject to earlier resignation or removal of a director in accordance with this Agreement (a) upon the notice of the Nominator who nominated such director, or (b) upon such director ceasing to be a Qualified Person.
- (3) In the event of a vacancy occurring on the Board for any reason whatsoever, such vacancy shall be filled with the nominee of that Nominator which nominated the former director whose loss of office created the vacancy.
- (4) Each Nominator shall be permitted at any time by notice to the Corporation on behalf of the Parties to request the removal of its nominee and to nominate a successor.
- (5) The Shareholders agree to vote at all meetings of the Shareholders and to act in all other respects in connection with the corporate proceedings of the Corporation so as to ensure that any director referred to in subsection (2) or in subsection (4) to be removed is promptly removed (unless such director has already unconditionally resigned) and that any successor nominee is promptly elected as a director of the Corporation (unless the Board has already appointed such successor nominee).
- (6) Notwithstanding any notice or other requirements contained herein, each of which shall be deemed to be waived in this regard, the initial directors shall be: Harvey Yesno, Steve Williams, Don Morrison, Linda Commandant and Leroy Dolson

and the initial appointment of such directors pursuant to this Section 4.3(6) shall be deemed to be in compliance with the other provision of this Section 4.3.

4.4 Effectiveness of Directors' Actions. Unless otherwise provided for in this Agreement, all decisions of the Board shall be effective only if approved by a majority of the votes cast at a meeting of the Board or by a written resolution signed by all of the directors.

4.5 Frequency of Meetings. The Board shall meet not less than once in each quarter of the Corporation's Fiscal Year, at such location as the Board shall decide from time to time. In addition, directors constituting a quorum of the Board may, at any time, call a meeting of the Board for the transaction of any business, the nature of which is specified in reasonable detail in the notice calling the meeting.

4.6 Notice of Meeting. Unless all directors are present or those absent waive notice, all meetings of the Board shall be held upon not less than 5 Business Days' prior notice to the directors and otherwise in accordance with the By-laws. Each notice of meeting shall state the time and place or means of the meeting and state, or be accompanied by an agenda containing, reasonable details of the matters to be discussed or acted upon. Where notice is waived, the Board shall use reasonable efforts to allow the observer referred to in Section 5.1 to attend in accordance with, and subject to, Section 5.1.

4.7 Quorum. Subject to Section 4.8, a quorum at meetings of the Board shall be constituted by the presence or telephone participation of three directors.

4.8 Adjournment. In the event that a quorum is not present at or participating in a meeting of the Board, those directors present or participating by telephone may adjourn the meeting to a specified place at a specified time on a specified Business Day not less than five Business Days and not more than 15 Business Days later. The directors present or participating by telephone at the adjourned meeting shall give notice of such new meeting to the other directors (and to the observers referred to in Section 5.1) by telecopier or other means of electronic communication in accordance with this Agreement, as soon as practicable and in any event not more than three Business Days after the adjournment. Only matters scheduled to be acted upon at the adjourned meeting may be acted upon at the reconvened meeting. For greater

certainty, a quorum at such reconvened meeting shall be constituted by those directors present thereat or participating by telephone therein and need not be as prescribed in Section 4.7.

4.9 Chairman. The chairman of the Board shall be appointed by the Board, to serve until replaced or removed by the Board. The chairman of the Board shall not be entitled to a second, extra or casting vote in the case of a tie vote at any meeting.

4.10 Compensation and Expense Reimbursement. Directors serving on the Board shall be paid such fees or other compensation for acting as such as may be approved by the Shareholders from time to time, and shall be reimbursed for reasonable out-of-pocket expenses incurred in connection with their service to the Corporation, as approved by the Board.

4.11 Minutes. The Secretary of the Corporation shall cause minutes of all meetings of the Board to be prepared and shall cause copies of all minutes and of all resolutions passed by the Board to be provided to each director within 10 Business Days after any meeting is held or any resolution is passed, as the case may be.

ARTICLE 5

OBSERVER

5.1 Chiefs of Ontario Observer. Subject to Section 5.2, the Chiefs of Ontario shall be permitted, by notice to the Corporation, to appoint one observer (who may be replaced from time to time by the Chiefs of Ontario) who will be provided with notice of, and be permitted to attend and observe (but not speak (except at the invitation of the chair of the meeting) and not vote) at, meetings of the Board and be provided with copies of the briefing materials, minutes and other written information provided to the Board at the same time as such materials are provided to the Board.

5.2 Confidentiality Agreements; Conflicting Interest. Section 5.1 shall be subject to the conditions that (1) the proposed observer from time to time shall have first executed a confidentiality agreement in the form attached hereto as Schedule C; and (2) such proposed observer may be excluded from that portion of any meeting of the Board and from receiving any related briefing materials, minutes and other information dealing with business in respect of

which the Board, acting reasonably, determines that the Corporation and the Partnership have interests that do or may conflict with those of the Chiefs of Ontario and that, accordingly, it would be inappropriate for such observer to be in attendance or to receive such materials.

5.3 Notice. Subject to Section 4.6, at least 10 days' notice of any meetings of the Board (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.

ARTICLE 6

OFFICERS AND SENIOR PERSONNEL; QUALIFIED INDIVIDUALS

6.1 Qualified Individuals.

- (1) Only Qualified Individuals may be elected, appointed, employed, retained or otherwise engaged and serve as directors, officers or Senior Personnel of the Corporation.
- (2) The Board shall review the relevant circumstances of all proposed directors, officers and Senior Personnel and remain aware of the relevant circumstances of all directors, officers and Senior Personnel to ascertain compliance with the provisions of this Agreement respecting Qualified Individuals.
- (3) Any Party which becomes aware of circumstances that could reasonably lead to a conclusion that a director on the Board, any officer or Senior Personnel is about to cease, or has ceased, to be a Qualified Individual, shall promptly notify the Corporation of same.

6.2 Officers. The offices and, subject to Section 6.1, the officers and Senior Personnel of the Corporation from time to time shall be determined in the discretion of the Board.

ARTICLE 7
CORPORATE GOVERNANCE

7.1 Approval of the Board. Subject to Section 2.2 but notwithstanding any other provision of this Agreement, all material transactions, matters or proposals concerning the Corporation shall first be referred to and authorized by consensus (failing which by simple majority approval) of the Board, including the following:

- (a) an annual business plan and budget for the Corporation, to be prepared by management of the Corporation and submitted to the Board for consideration in advance of each Fiscal Year;
- (b) a quarterly update to the annual business plan and budget approved in accordance with paragraph 7.1(a) above in respect of each next following fiscal quarter of the Corporation, to be prepared by management of the Corporation and submitted to the Board for consideration prior to the commencement of each quarter;
- (c) the entering into of any operating line of credit or incurring any other indebtedness by the Corporation for borrowed funds, and any guarantee of any material indebtedness, liability or obligation of any other Person;
- (d) any agreement, commitment or arrangement pursuant to which the Corporation makes, agrees to make or may be obligated to make, any loan, or advance in the nature of a loan, to any other Person;
- (e) any decision to permit or create any security interest or encumbrance on any property or assets of the Corporation (other than a security interest given or created in equipment acquired by the Corporation in the ordinary course of the Business to secure payment of all or part of its price);
- (f) the incorporation of any subsidiary, the acquisition or disposition of any interest in any securities of any person, or the establishment or closing of

any office of the Corporation (other than acquisitions and dispositions of investment grade term deposits or money market securities having a term to maturity of less than one year);

- (g) any individual or related capital or other material expenditures by the Corporation in excess of \$10,000 (other than for equipment acquired by the Corporation in the ordinary course of the Business) unless such expenditure has been approved in accordance with a business plan and budget approved in accordance with this Section;
- (h) the acquisition or disposition of any interest in land involving the receipt or expenditure of more than \$10,000 in any year;
- (i) the disposition of any of the assets of the Corporation having a fair market value exceeding \$10,000, or the granting of an option or other right in respect thereof unless such a transaction or series of transactions is contemplated in a business plan and budget approved in accordance with this Section or constitutes the sale or other disposition of equipment which is no longer required in the ordinary course of the Business;
- (j) the entering into by the Corporation of (i) any material agreement, instrument or other document, including any partnership or joint venture agreement, (ii) any contract or transaction not in the ordinary course of the Business, or (iii) any agreement or transaction with any Shareholder or any Person not at Arm's Length with a Shareholder;
- (k) any hiring, termination or change in the employment terms of any Senior Personnel of the Corporation and the determination of compensation for any such Senior Personnel;
- (l) the adoption by the Corporation of (i) any bonus or employee benefit plans or programs, (ii) any material amendment to or change in any such plans or programs (including any bonus or employee benefit plans or programs

in effect on the date hereof), or (iii) any awards of bonuses or other incentive compensation not under any such plans;

- (m) the execution of any collective bargaining agreement regarding or otherwise affecting employees of the Corporation;
- (n) any material modification of the methods, practices, procedures and policies of accounting of the Corporation;
- (o) any waiver of any material claims or rights of the Corporation (or any subsidiary);
- (p) any material amendment or modification of any contract, agreement, commitment or arrangement required to be approved by the Board pursuant to this Section 7.1; and
- (q) any other matter which is referred to in this Agreement as requiring the approval of the Board.

7.2 Internal Controls. The Board, in consultation with the Auditors, shall ensure that an appropriate system of internal controls is established and maintained in order to protect the security of funds received, held and disbursed in the course of the Business and the security of confidential information received by the Corporation, the Partnership or the Board in the course of the Business.

7.3 Cost-Efficient Conduct of the Business. The Parties acknowledge and agree as a matter of principle that the Corporation shall carry on the Business in as cost-effective manner as is prudent and consistent with the performance of its obligations under this Agreement and the Partnership Agreement.

ARTICLE 8

FINANCIAL AND ACCOUNTING PRACTICES

8.1 Fiscal Year. The first Fiscal Year of the Corporation shall commence on the date of incorporation and end on March 31, 2008 and thereafter each Fiscal Year shall coincide with the First Nations Year, or a 12 month period or commencing on and ending on such other dates as may from time to time be determined by the Corporation and approved by the Shareholders by Ordinary Resolution.

8.2 Books of Account. Proper books of account shall be maintained by the Corporation at its principal office and/or at such other place or places as the Board shall authorize. Such accounts shall be kept in accordance with Canadian generally accepted accounting principles, this Agreement and the requirements of the Act.

8.3 Monthly Financial Statements. The Corporation shall cause the chief financial officer of the Corporation to furnish each of the directors of the Corporation with detailed monthly unaudited financial statements of corporate assets, liabilities, cash flows and operating results of the Corporation. Such statements shall be provided within 20 days of the end of each month.

8.4 Audited Annual Financial Statements. An audit of the annual financial statements (including a balance sheet and statements of operating results and cash flows) of the Corporation shall be undertaken by the Auditors. The Auditors shall have access to all books of accounts, records, and all vouchers, cheques, papers and documents of, or which may relate to, the Corporation for this purpose. A copy of such annual financial statements, together with the Auditor's report thereon, shall be furnished by the Corporation to each of the Shareholders promptly upon its completion and in any event within 120 days of the end of each Fiscal Year.

8.5 Shareholders' Right of Inspection and Inquiry.

- (1) The Corporation shall permit persons designated by any Shareholder to visit and inspect, at such Shareholder's expense, any properties of the Corporation, to examine the books and financial records of the Corporation and to discuss its

affairs, finances and accounts, all at such reasonable times and as often as may reasonably be requested by the Shareholder. The Persons designated by the Shareholder pursuant to this Section 8.5 may include accountants, lawyers, management consultants or others appointed by the Shareholder to examine all or any aspect of the operations of the Corporation, and the Corporation agrees to answer any inquiries which such Persons may make, fully and fairly and to the best of its ability. The Corporation agrees that such Persons may, in the course of their investigations, discuss the business and affairs of the Corporation with the officers, directors and employees of the Corporation and with the auditors or accountants of the Corporation and others reasonably expected to have knowledge of the relevant matters. The Corporation acknowledges that such Persons may prepare reports to the Shareholder concerning the Corporation and the Shareholder shall have no obligation to disclose the content of such reports to the Corporation or any other Shareholder. 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 Shareholder except in the interest of the Corporation or in the Shareholder's enforcement of its rights hereunder.

- (2) Subsection (1) shall be subject to the obligations of the Corporation, the Partnership and the Board from time to time pursuant to any confidentiality agreements with the Province, including the Revenue Agreement.

ARTICLE 9

DIVIDENDS

9.1 Dividend Policy. The dividend policy of the Corporation will be, within 120 days following each Fiscal Year to declare and pay to the Shareholders a dividend in respect of the Shares (to be declared on the same basis per Share) in an aggregate amount equal to any cash balance excess to the needs of the Corporation in carrying on the Business, as determined by the Board in its discretion in light of the Corporation's working capital position and requirements for

its next following Fiscal Year and the Net Income of the Corporation for any previous Fiscal Year.

ARTICLE 10

CONFIDENTIALITY

10.1 Confidentiality.

10.1.1 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 10.1.1) 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 10.1.1), 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.

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

- (1) in the case of the Corporation, to the Shareholders and to the Chiefs of the First Nations in Ontario, provided that such Persons have been informed of the Corporation's confidentiality obligations under this Agreement and have agreed with the Corporation to be bound similarly thereby;
- (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;
- (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;
- (4) in connection with any dispute resolution commenced pursuant to this Agreement or the Revenue Agreement; or
- (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.

10.1.3 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.

10.1.4 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 10.1.4.

10.2 Reasonableness, Remedies, Etc. Each Party acknowledges and agrees that a remedy in damages for any breach by it of Section 10.1 will be inadequate and that, accordingly, the affected Party shall be entitled, in addition to a remedy for damages and such other remedies to which it may be entitled, to both temporary and permanent injunctive relief without the necessity of proving actual damage to such Party. The right of such affected Party to such relief shall not be construed to prevent such affected Party from pursuing, either consecutively or concurrently, any and all other legal or equitable remedies available to it for such breach or threatened breach, including the recovery of monetary damages.

10.3 Covenants of the Essence, Survival, No Set-Off. The covenants of the Parties set forth in this Article 10 are of the essence in this Agreement, shall be construed as independent of all other provisions in this Agreement and shall survive any termination of this Agreement.

The existence of any claim or action of a breaching Party against the affected Party, whether predicated on this Agreement or otherwise, shall not constitute a defence to enforcement of the breaching Party's covenants in Article 10 hereof.

ARTICLE 11 TERM OF AGREEMENT

11.1 Term.

- (1) This Agreement shall come into force and effect as of the date hereof and, subject to subsection (2), shall terminate on the earlier of:
 - (a) the date on which this Agreement is terminated by written agreement of the then-current Parties in accordance with the terms hereof; and
 - (b) the date on which the Corporation is dissolved in accordance with the Act;provided that the provisions of Section 10.1 shall survive any termination of this Agreement in accordance with the terms thereof.
- (2) This Agreement may not be terminated, and the Parties shall not cause or permit the Corporation to be dissolved, at any time while the Corporation is the general partner of the Partnership.

ARTICLE 12 IMPLEMENTATION OF AGREEMENT

12.1 Facilitation. Each of the Parties shall promptly cause such meetings to be held, resolutions passed and by-laws enacted, exercise its vote and influence, do and perform and cause to be done and performed, such further and other acts and things as may be necessary and desirable to give full effect to this Agreement and the matters contemplated hereby.

12.2 Conflict; Paramountcy.

- (1) Subject to subsection (3), in the event of any conflict between the provisions of this Agreement and the Articles, the By-laws or any agreement (other than the Partnership Agreement) to which the Corporation and any Shareholder or any Shareholders, become, or may be deemed to be, a party, this Agreement shall govern to the extent permitted by Applicable Law. Each of the Shareholders agrees to vote or cause to be voted its Share so as to cause the Articles or the By-laws to be amended to the extent permitted by Applicable Law or to cause the Corporation to perform such acts as may be necessary to resolve any such conflict in favour of the provisions of this Agreement.
- (2) Subject to subsection (3), in the event of any conflict between the provisions of the Partnership Agreement and the provisions of this Agreement, the Articles, the By-laws or any other agreement to which the Corporation or any Shareholder is, becomes, or may be deemed to be, a party, the Partnership Agreement shall govern to the extent permitted by Applicable Law. Each of the Shareholders agrees to vote or cause to be voted its Share so as to cause this Agreement, the Articles or the By-laws or any such other agreement to be amended to the extent permitted by Applicable Law or to cause the Corporation to perform such acts as may be necessary to resolve any such conflict in favour of the provisions of the Partnership Agreement.
- (3) In the event of any conflict between the provisions of this Agreement, the Articles or the By-laws on the one hand, and the Revenue Agreement and the Closing Agreement (each an “**Agreement Binding the Corporation**”) on the other hand, the relevant Agreement Binding the Corporation shall govern to the extent permitted by Applicable Law. Each of the Shareholders agree to vote or cause to be voted its Shares so as to cause this Agreement, the Articles or By-laws to be amended to the extent permitted by Applicable Law or to cause the Corporation to perform such acts as may be necessary to resolve any such conflict in favour of the provisions of the relevant Agreement Binding the Corporation.

For greater certainty, this Agreement shall not, and shall not be interpreted to, amend or otherwise vary the Partnership Agreement or any rights or obligations thereunder of any of the parties thereto.

ARTICLE 13

DISPUTES

13.1 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.

13.2 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.

13.3 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 13.1 and 13.2, be determined in accordance with Schedule D, which sets out the sole and exclusive procedure for the resolution of Disputes. The resolution of Disputes pursuant to the terms of Schedule D 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.

13.4 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 14

NOTICES

14.1 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 Corporation, 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 Shareholder, director of the Board or observer appointed pursuant to Article 5, to the address or fax number (if any) of such Shareholder, director or observer as it appears on the Corporation's records. 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 Shareholder, director or observer may change his or her address or fax number by giving written notice of such change to the Corporation and the Corporation may change its address or fax number by giving such notice thereof to the Corporation on behalf of the Parties. 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 Shareholder, director or observer 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 14.1 upon the omitting party becoming aware of such omission.

ARTICLE 15

GENERAL

15.1 No Unanimous Shareholders Agreement, Etc. This Agreement does not restrict the discretion and powers of the directors on the Board to manage or supervise the management of the Business of the Corporation and is not a "unanimous shareholder agreement" as defined in the Act. For greater certainty and notwithstanding any other provision of this

Agreement, nothing in this Agreement entitles any Shareholder to take part in the control of the business of the Partnership; and this Agreement shall not be interpreted to enable any Shareholder to take part in the control of the business of the Partnership nor to constitute any Shareholder taking part in the control of the business of the Partnership.

15.2 Amendment. Except as expressly provided in this Agreement, no amendment of this Agreement shall be binding unless it is approved by an Extraordinary Resolution. If an Extraordinary Resolution is obtained, such amendment shall be binding on the Corporation and all Shareholders, whether or not they approved such amendment. The Board may, without prior notice to or consent of any Shareholder, 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 Corporation, 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 or obligations of the Corporation, the Board or any Shareholder; provided that all Shareholders shall be notified of full details of any amendment to this Agreement under this Section 15.2, including a copy of this Agreement as so amended, within 10 days after the effective date of such amendment.

15.3 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.

15.4 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).

15.5 Severability. 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.

15.6 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 and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided, however, that any Party providing its signature in such manner will promptly forward to the other Party an original of the signed copy of this Agreement which was so faxed.

15.7 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.

15.8 No Third Party Beneficiaries. 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.

15.9 No Partnership. Nothing in this Agreement shall, in any way or for any purpose, constitute any Party a partner of or a joint venturer with any other Party.

15.10 Law of Interpretation. This Agreement will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and will be treated, in

all respects, as an Ontario contract. For greater certainty, nothing in this Agreement shall be, or be deemed to be, an acknowledgement, agreement or consent by any Party that such Party is governed by or subject to such laws or has attorned to either such jurisdiction except with respect to the determination and enforcement of such Parties' rights under this Agreement.

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

GENERAL PARTNER:

NEW OFNLP GENERAL PARTNER LIMITED

By: _____

SHAREHOLDERS:

AAMJIWNAANG

ALDERVILLE FIRST NATION

By: _____
Please print name:

By: _____
Please print name:

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

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

ALGONQUINS OF PIKWAKANAGAN

ANIMIBIGOO ZAAGI'IGAN ANISHINAABEK

By: _____
Please print name:

By: _____
Please print name:

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

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

AROLAND FIRST NATION

By: _____
Please print name:

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

ATTAWAPISKAT FIRST NATION

By: _____
Please print name:

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

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

**BIINJITWAABIK 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 SAUGEEN

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

MOOSE CREE FIRST NATION

By: _____
Please print name:

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

MUNSEE DELAWARE NATION

By: _____
Please print name:

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

NAICATCHEWENIN

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 DEER POINT FIRST NATION

By: _____
Please print name:

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

MUSKRAT DAM FIRST NATION

By: _____
Please print name:

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

NAMAYGOOSISAGAGUN

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

NICKOUSEMENECANING

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

SAUGEEN 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

WASAUKSING 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 A TO SHAREHOLDERS 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	Naotkamegwanning Anishinabe
78	Neskantaga First Nation
79	Nibinamik First Nation
80	Nicickousemenecaning
81	Nipissing First Nation
82	North Caribou Lake First Nation

83	North Spirit Lake First Nation
84	Northwest Angle No. 33 First Nation
85	Northwest Angle No. 37 First Nation
86	Obashkaandagaang
87	Ochiichagwe'Babigo'ining
88	Ojibways of Batchewana
89	Ojibways of Onigaming
90	Ojibways of Pic River
91	Oneida Nation of the Thames
92	Pays Plat First Nation
93	Pic Moberg First Nation
94	Pikangikum First Nation
95	Poplar Hill First Nation
	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 B
TO
SHAREHOLDERS 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 C
TO
SHAREHOLDERS AGREEMENT

Confidentiality Agreement

THIS AGREEMENT (the “**Agreement**”) dated _____, 20____,

BETWEEN:

New OFNLP General Partner Limited
 (“**OFN General Partner**”), the general partner of **Ontario First Nations**
 (**2008**) **Limited Partnership (“OFNLP”)**

- and -

(the “**Observer**” for the Chiefs of Ontario)

WHEREAS OFN General Partner and each First Nation who is a shareholder thereof entered into a Shareholders Agreement dated February 7, 2008 (the “**Shareholders Agreement**”);

AND WHEREAS the Shareholders Agreement contemplates that Indian Associations Co-ordinating Committee of Ontario Inc. (the “Chiefs of Ontario”) (the “**Appointing Party**”) may appoint one observer to attend and observe certain meetings of the board of directors of OFN General Partner (“**OFN Board Meetings**”) and that such observer will be provided with copies of certain briefing materials, minutes and other written information;

AND WHEREAS the Shareholders Agreement contemplates the Observer entering into this confidentiality agreement with OFN General Partner;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Observer hereby covenants and agrees as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:

“**Confidential Information**” means trade secrets, scientific, technical, commercial, financial, labour relations, legal and other information supplied in confidence to the Observer from time to time by OFN General Partner or OFNLP or any of their respective shareholders, limited partners or legal, financial or other advisors, and any analyses, compilations, studies, memoranda, notes or other documents, materials, computer data or writings that contain or otherwise reflect a review of any such information, and any copies, extracts or reproductions, in whole or in part, of any of the foregoing, whether in written or other form, including, without limitation, all briefing materials, minutes and other information that is provided to the Observer pursuant to Article 5 of the Shareholders Agreement; but does not include information which is or becomes generally available to the public other than as a result of disclosure by or through the Observer or information that is or becomes available to the Observer on a non-confidential basis provided that the source of such information is not known by the Observer to be prohibited from disclosing such information to the Observer by a contractual, fiduciary or other legal obligation.

“**First Nation**” has the meaning ascribed to it in the Shareholders Agreement.

“**Governmental Authority**” means any government, parliament, legislature, regulatory authority, agency, commission, board, court or instrumentality of Canada or any province thereof having jurisdiction.

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

Any word importing gender shall include all genders.

2. **Covenants of the Observer.**

2.1 *Confidential Information to be Kept in Strict Confidence.* Subject to this Section 2, the Observer shall keep in strict confidence all Confidential Information disclosed to him.

2.2 *Permitted Uses of Confidential Information.*

- (1) The Observer shall be entitled to make Confidential Information available to such executive officers of the Chiefs of Ontario (collectively “**Chiefs Personnel**”) as require same in order for the Chiefs of Ontario to determine and/or perform its obligations, determine and/or enforce its rights or otherwise use such Confidential Information in accordance with the Revenue Arrangements or the Formal Agreements (each as defined in the partnership agreement in respect of OFNLP), provided that, prior to disclosing such Confidential Information, the Observer shall take reasonable precautions to ensure that such Chiefs Personnel are informed of the confidential nature of such information and are bound by confidentiality obligations substantially similar to those set out herein.
- (2) The Observer shall be entitled to make Confidential Information available to the extent the Observer is required by applicable law or by any Governmental Authority pursuant to applicable law, but the Observer shall promptly advise OFN General Partner in advance of the existence, terms and circumstances surrounding any such required disclosure by the Observer, consult with OFN General Partner on the advisability of taking legally available steps to resist or narrow or lawfully avoid the requirement, and, provided OFN General Partner bears the costs thereof, take all necessary steps to seek a protective order or other appropriate remedy.

2.3 *Prohibited Use of Confidential Information.* The Observer shall not use the Confidential Information or any portion thereof for the Observer’s own benefit or, except as expressly provided in section 2.2, for the benefit of any person other than OFN General Partner.

2.4 *Return of Confidential Information.* Upon termination of the Observer’s term as an observer for the Appointing Party, or at any time OFN General Partner may so request, the

Observer shall promptly deliver to OFN General Partner all documentation and materials and copies thereof containing Confidential Information therein in tangible and intangible form which the Observer may then possess or have under his control.

3. **Ownership of the Confidential Information.** The Observer hereby acknowledges that he has, and shall acquire, no right, title or interest in or to any Confidential Information.

4. **Remedies.**

4.1 *Equitable Relief.* The Observer acknowledges that in the event that the Observer breaches any of his obligations hereunder, OFN General Partner and OFNLP will suffer permanent and irreparable harm to their business interests, and that a remedy in damages for any such breach will be inadequate. Accordingly, in the event of any such breach, actual or anticipated, each of OFN General Partner and OFNLP shall be entitled to apply for and to receive, with or without notice to the Observer, an interim, interlocutory or permanent injunction to halt or restrain the breach or mandatory order to comply with the terms hereof without the necessity of proving actual damage to OFN General Partner or OFNLP and to obtain all such other legal and equitable relief as may be available from a court of competent jurisdiction. The rights of OFN General Partner or OFNLP to such injunctions or mandatory order shall not be construed to prevent OFN General Partner or OFNLP from pursuing, either consecutively or concurrently, any and all other legal or equitable remedies available to it for such breach or threatened breach, including the recovery of monetary damages.

4.2 *Liability for Damages.* Notwithstanding anything to the contrary contained hereunder, under no circumstances shall the Observer be liable to OFN General Partner or OFNLP for any non-compensatory monetary awards in respect of this Agreement.

4.3 *Termination from Board of Observers, Offices, Employment.* The Observer agrees that in the event that he breaches any of his obligations hereunder, each of OFN General Partner and OFNLP shall be entitled to exclude the Observer from attending any further meetings and from receiving any further materials and other information. This Agreement shall

survive any such exclusion, and shall continue in force for a period of 25 years following the date on which the Observer was so excluded.

5. General.

5.1 *Non-Derogation from Observer's Duties.* This Agreement is without limitation to any other duties and/or obligations owed by the Observer to OFN General Partner or OFNLP, whether by separate agreement or under applicable law.

5.2 *Amendments, Modifications.* No modification or amendment to this Agreement shall be binding upon the parties hereto unless made in writing and signed by all of the parties hereto.

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

5.4 *Enforceability.* If any provision of this Agreement is determined to be invalid, illegal or unenforceable as written, such provision shall be enforced to the maximum extent permitted by applicable law.

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

5.6 *Successors and Assigns.* This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, estate trustees, administrators, successors and permitted assigns. This Agreement may not be assigned by the Observer.

5.7 *No Third Parties; Exception.* Notwithstanding any other provision of this Agreement, none of the rights or obligations hereunder of any party hereto shall enure to the benefit of or be enforceable by or against any person other than the parties hereto and their respective successors and permitted assigns.

6. **Independent Legal Advice.** THE OBSERVER ACKNOWLEDGES THAT HE HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT AND TO SEEK INDEPENDENT LEGAL ADVICE CONCERNING THE INTERPRETATION AND EFFECT OF THIS AGREEMENT. THE OBSERVER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE OBSERVER AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF the parties hereto execute this Agreement as of the date first written above.

NEW OFNLP GENERAL PARTNER LIMITED

By: _____

Name: _____

Title: _____

OBSERVER:

Witness' Signature

Print Name: _____

Name: _____ /s

Print Name: _____

SCHEDULE D
TO
SHAREHOLDERS AGREEMENT
DISPUTE RESOLUTION

1. Definitions

(a) In this Schedule:

- (i) **“Arbitrators”** means either the Single Arbitrator, or the panel of three arbitrators appointed pursuant to paragraphs 4(f) and 4(g);
- (ii) **“Chair”** means either the Single Arbitrator, or the chair appointed pursuant to paragraph 4(g);
- (iii) **“Claimant”** means a Party that commences a dispute resolution pursuant to paragraph 3(a);
- (iv) **“Disputes”** has the meaning attributed to such term in Section 13.3 of the Agreement;
- (v) **“Party”** means a party to a Dispute;
- (vi) **“paragraph”** means a paragraph of this Schedule; and
- (vii) **“Respondent”** means a Party who is not the Claimant, and the term **“Respondents”** shall, where there is only one Respondent, refer to that Respondent.

2. General

(a) All Disputes which are to be determined according to the terms of this Schedule pursuant to Section 13.3 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.

(b) No individual shall be appointed to mediate or arbitrate a Dispute pursuant to this Schedule unless he or she agrees in writing to be bound by the provisions of this Schedule.

3. Commencement of Dispute Resolution

- (a) 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.
- (b) The Notice of Arbitration shall include in the text or in one or more attachments:
 - (i) the full names, descriptions and addresses of the Parties;
 - (ii) a demand that the Dispute be referred to arbitration pursuant to this Schedule;
 - (iii) a general description of the Dispute;
 - (iv) the relief or remedy sought; and
 - (v) the name of the person the Claimant nominates as an arbitrator.

4. Mediation

- (a) 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 (a) to (e), 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 (a) to (e), inclusive, shall not apply to the Dispute.
- (b) 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 (a) to (e), inclusive, shall not apply to the Dispute.
- (c) 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.
- (d) The Parties will bear the costs of the Mediation equally.
- (e) 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.

(f) 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 (a), 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 (a), 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.

(g) If the Respondents have appointed a second arbitrator pursuant to paragraph (f), 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.

(h) The Arbitrators shall be appropriately qualified given the nature of the Dispute.

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

INTERIM RELIEF

(j) 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 13.3 of the Agreement or as a waiver of that provision.

PLEADINGS

(k) The following shall apply to the arbitration of any Dispute:

(i) 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;

(ii) 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;

(iii) if any Respondent fails to deliver an Answer within the time limit in paragraph 4(k)(ii), 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;

- (iv) within 10 days after the earlier of: (i) the day all Answers have been delivered, and (ii) the 15th day referred to in paragraph 4(k)(ii), 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;
- (v) within the time limit in paragraph 4(k)(ii), 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 4(k)(v) shall be governed by, and dealt with as if it were the subject of a Statement in accordance with, this Schedule, except that it shall be decided by the Arbitrators already appointed, and shall be determined by the Arbitrators accordingly; and
- (vi) the time limits referred to in paragraphs 4(k)(i) to 4(k)(v) 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 4(k) 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.

5. Case Conferences

- (a) 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.

(b) Issues to be determined at the first case conference after the completion of the steps contemplated by paragraph 4(k) or the expiry of the time limit for any mandatory step not taken by such time shall include the following:

- (i) any request for an adjournment of the case conference and the terms, if any, of any adjournment;
- (ii) the identification and narrowing of the issues in the arbitration;
- (iii) the desirability of the Parties engaging in further settlement negotiations or some other dispute resolution process, with or without the assistance of a mediator;
- (iv) fixing a date, time and place for the Hearing (as defined in paragraph 6(a) of this Schedule);
- (v) the manner of presentation of evidence at the Hearing; and
- (vi) 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.

6. The Hearing

(a) 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**").

(b) 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:

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

- (v) 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
 - (vi) an appendix containing all sworn statements or transcripts or portions of transcripts on which the Party intends to rely at the Hearing.
- (c) 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.
- (d) 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.
- (e) The Arbitrators shall have the right to exclude any witness from the Hearing during the testimony of any other witness.
- (f) Despite sub-section 28(1) of the Arbitration Act, the Arbitrators shall not, without the written consent of all Parties, retain any expert.

7. Awards

- (a) 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.
- (b) 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.
- (c) All awards shall be in writing and shall state reasons.

(d) 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.

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

(f) 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.

8. Additional Matters

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

(b) 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 14.1 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.