The Alberta Gazette

Part I

Vol. 110 | Edmonton, Saturday, August 30, 2014 | No. 16

GOVERNMENT NOTICES

Agriculture and Rural Development

Form 15

(Irrigation Districts Act)
(Section 88)

Notice to Irrigation Secretariat:
Change of Area of an Irrigation District

On behalf of the **St. Mary River Irrigation District**, I hereby request that the Irrigation Secretariat forward a certified copy of this notice to the Registrar for Land Titles for the purposes of registration under section 22 of the *Land Titles Act* and arrange for notice to be published in the Alberta Gazette.

The following parcels of land should be **added** to the irrigation district and the notation added to the certificate of title:

LINC Number	Short Legal Description as shown on title	Title Number
0023 296 346	4; 14;9;8;NE	101 127 677
0023 296 354	4; 14;9;8;SE	

I certify the procedures required under part 4 of the *Irrigation Districts Act* have been completed and the area of the **St. Mary River Irrigation District** should be changed according to the above list.

Rebecca Fast, *Office Administrator,*
Irrigation Secretariat.

Energy

Production Allocation Unit Agreement

(Mines and Minerals Act)

Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Countess Glauconitic Agreement No. 2" and that the Unit became effective on May 1, 2014.

EXHIBIT "A"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Countess Glauconitic Agreement No. 2"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	SE34-19-16W4	0404060607	Alberta Crown	12.22%	Cenovus Energy Inc.	100	12.22%
1b	SE34-19-16W4	Cenovus Fee	Cenovus Energy Inc.	33.58%	Cenovus Energy Inc.	100	33.58%
2	SW34-19-16W4	Cenovus Fee	Cenovus Energy Inc.	54.20%	Cenovus Energy Inc.	100	54.20%

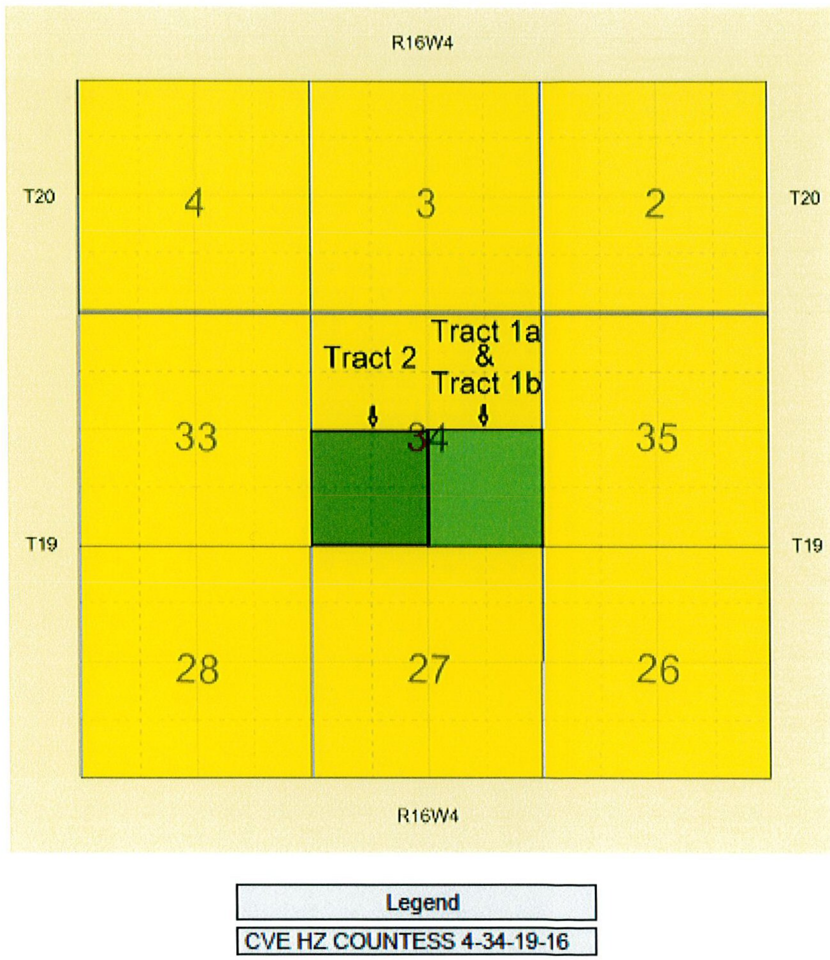
Working Interest Owners:

Cenovus Energy Inc. ______________ 100%

______________ ____%

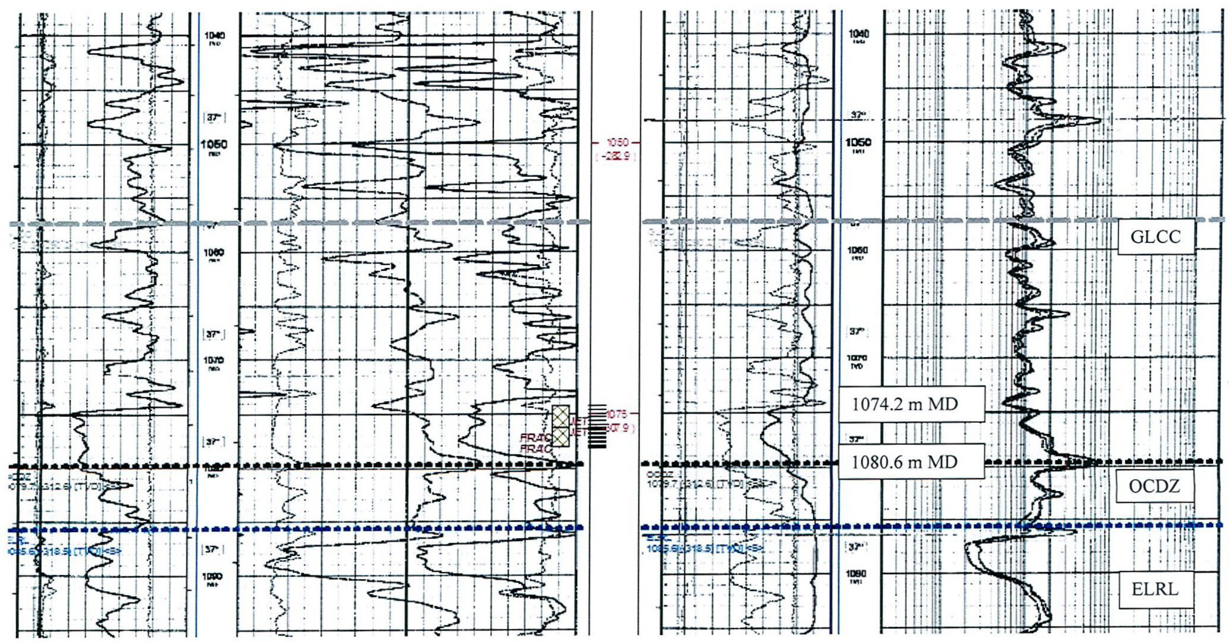
Effective as of the Effective Date

EXHIBIT "B"
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Countess Glauconitic Agreement No. 2"



Effective as of the Effective date

EXHIBIT "C"
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Countess Glauconitic Agreement No. 2"



KEY WELL UWI
102/01-34-019-16W4/0

Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Provost Viking Agreement No. 4" and that the Unit became effective on December 1, 2013.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED "PROVOST VIKING AGREEMENT NO. 4"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	Twp 38 Rge 12 W4M: Sec 20SE	26479	Crown	35.82	Crescent Point Energy Corp.	100	35.82
2	Twp 38 Rge 12 W4M: Sec 21SW	234Q158	PrairieSky Royalty Ltd.	64.18	Crescent Point Energy Corp.	100	64.18

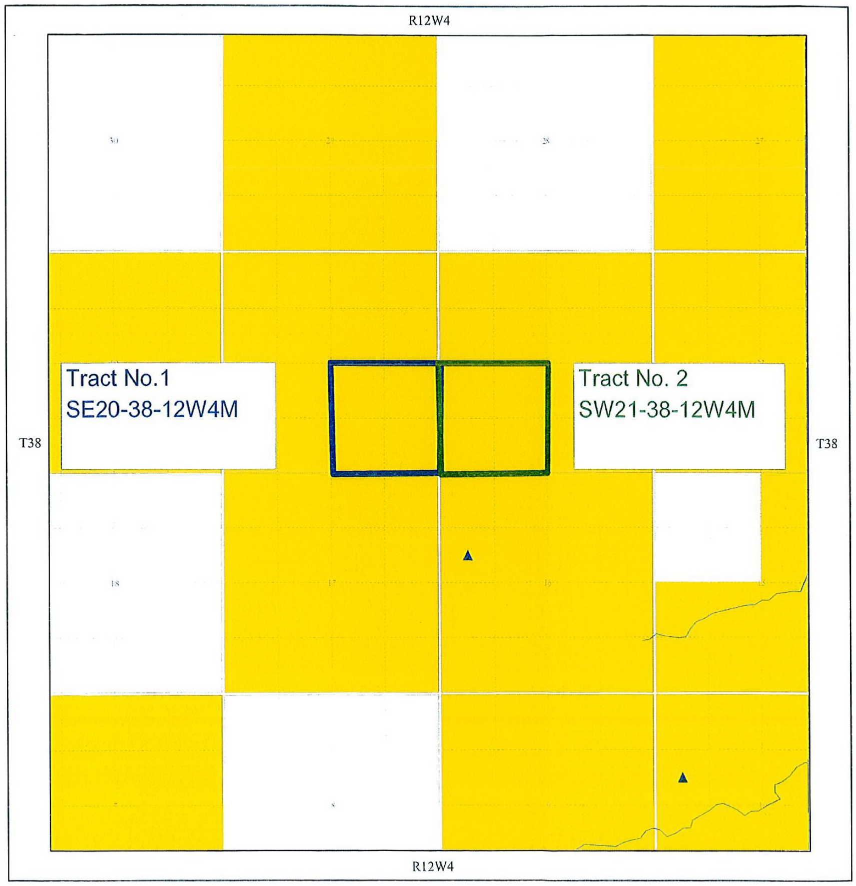
Working Interest Owners:

Crescent Point Energy Corp. 100%

Effective as of the Effective Date

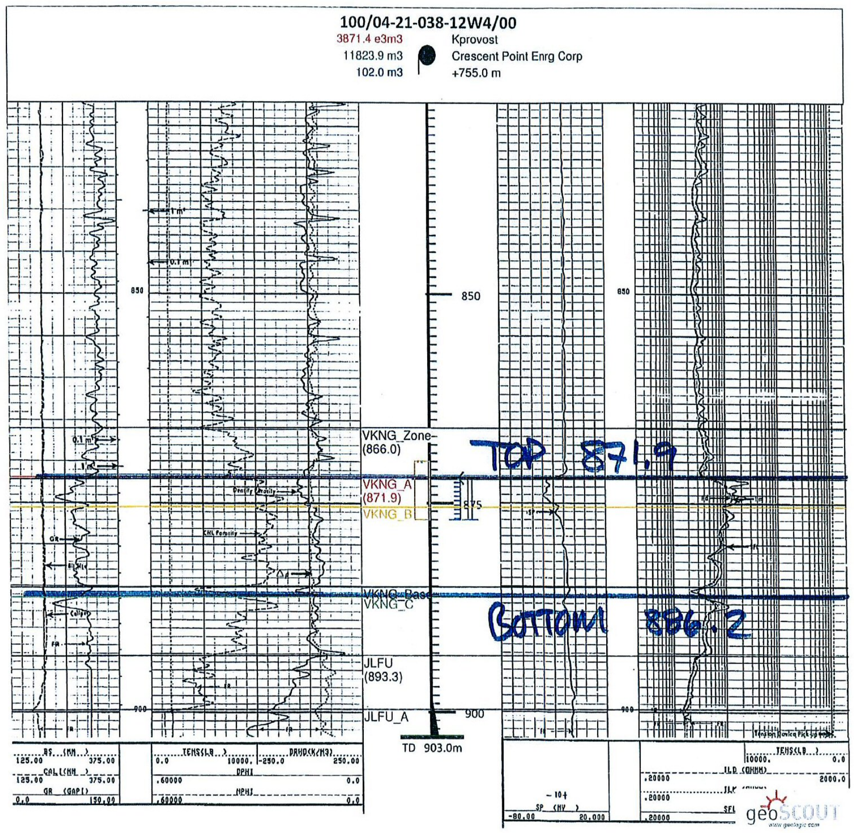
EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"PROVOST VIKING AGREEMENT NO. 4"



Effective as of the Effective Date

EXHIBIT "C"
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"PROVOST VIKING AGREEMENT No. 4"



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Taber North Sunburst Agreement” and that the Unit became effective on December 1, 2013.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED "TABER NORTH SUNBURST AGREEMENT"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	Twp 10, Rge 17, W4M: Ptn of LSD 6 Section 3	Title # 931248577	David Charley Kerr	16.52%	Canadian Natural Resources Limited	100%	16.52%
2	Twp 10, Rge 17, W4M: Ptn of LSD 6 Section 3 designated as Railway ROW	0413050372	Crown	1.28%	Canadian Natural Resources Limited	100%	1.28%
3a	Twp 10, Rge 17, W4M: Ptn LSD3 and LSD6 of Section 3 (undivided 25% interest) Subject to F/H PNG Lease dated Jan 24, 2012 Lessor: Dolly Bullock	Title #12-1098694+1	Elaine Florence Hirche-Wilks Michelle Diane Hirsche Garold Albert Bullock Jason A Bullock Kenneth Robert Bullock Kendra Joan Merkl Diane Beverly Layton Blair Bradley Layton	20.55%	Canadian Natural Resources Limited	100%	20.55%
3b	Twp 10, Rge 17, W4M: Ptn of LSD 3&6 of Section 3 (undivided 12.5% interest)	Title # 12-1098694+1	Julia Clare Heninger	10.275%	Canadian Natural Resources Limited	100%	10.275%
3c	Twp 10, Rge 17, W4M: Ptn of LSD 3&6 of Section 3 (undivided 25% interest)	Title # 12-1098694+1	Kay Hatch, Executrix for Olive B. Elder	20.55%	Canadian Natural Resources Limited	100%	20.55%
3d	Twp 10, Rge 17, W4M: Ptn of LSD 3&6 of Section 3 (undivided 25% interest)	Title # 12-1098694+1	Joan Bullock Richan	20.55%	Canadian Natural Resources Limited	100%	20.55%
3e	Twp 10, Rge 17, W4M: Ptn of LSD 3&6 of Section 3 (undivided 12.5% interest)	Title # 12-1098694+1	Norman Conrad Bullock	10.275%	Canadian Natural Resources Limited	100%	10.275%

Working Interest Owners:

Canadian Natural Resources Limited 100%

Taber North Sunburst Agreement

Effective as of the Effective Date

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED "TABER NORTH SUNBURST AGREEMENT"

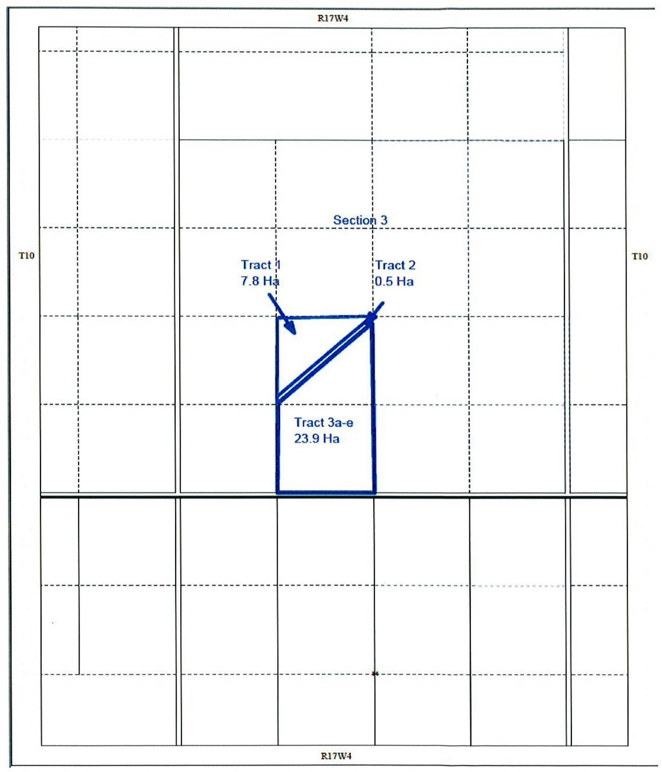
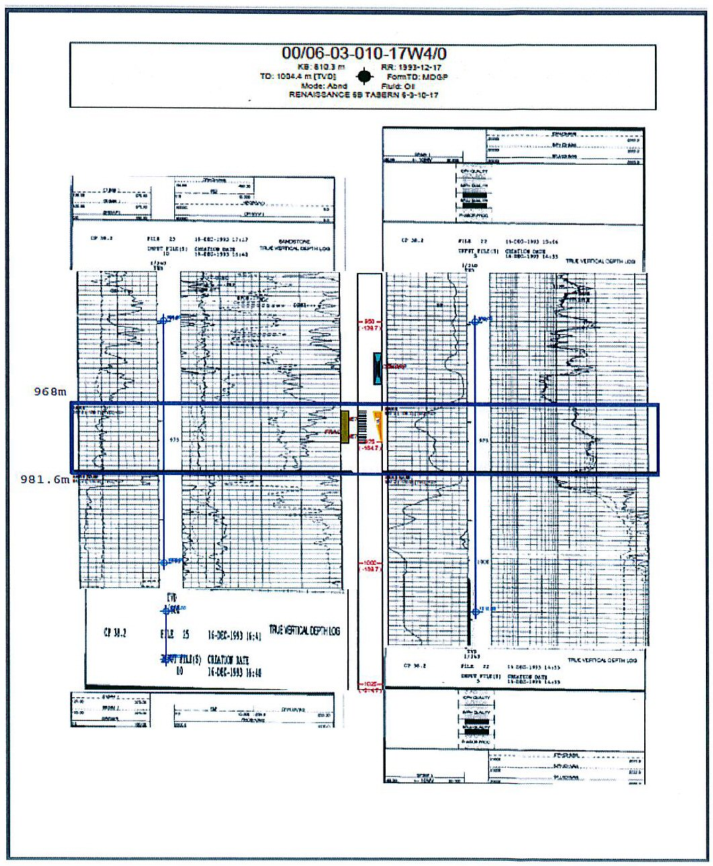


EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED "TABER NORTH SUNBURST AGREEMENT"



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Turin Upper Mannville J No. 2 Agreement” and that the Unit became effective on November 1, 2013.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED "TURIN UPPER MANNVILLE J NO. 2 AGREEMENT"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	Twp 11, Rge 16,W4M: SW Ptn of Section 19 which lies to the West of the Belly River	Title # 0022 433 288	Canadian Natural Resources Limited	8.09%	Canadian Natural Resources	100%	8.09%
2	Twp 11, Rge 16, W4M: SW Ptn of Section 19 designated as the Belly River	0413010303	Crown	4.04%	Canadian Natural Resources	100%	4.04%
3	Twp 11, Rge 16,W4M: SW Ptn of Section 19 which lies to the East of the Belly River	Title #0025 177 627	Daphne Korol, Charles Tupper, Margaret Price each as to 1/3 interest	3.42%	Canadian Natural Resources	100%	3.42%
4	Twp 11, Rge 16,W4M: Ptn. Lsd 14 of Section 18 which lies to the West of the Belly River	CNRL Fee Title	Canadian Natural Resources Limited	16.16%	Canadian Natural Resources	100%	16.16%
5	Twp 11, Rge 16,W4M: NW Ptn. of Section 18 Designated as Belly River	0481040162	Crown	22.94%	Canadian Natural Resources	100%	22.94%
6	Twp 11, Rge 16, W4M: NE Ptn. of Lsd 14 Section 18 which lies to the East of The Belly River	Title #0025 177 627	Daphne Koral, Charles Tupper, Margaret Price each as to 1/3 interest	3.13%	Canadian Natural Resources	100%	3.13%
7	Twp 11, Rge 16,W4M: Ptn. Lsd 11 of Section 18 which lies to the West of the Belly River	CNRL Fee Title	Canadian Natural Resources Limited	42.22%	Canadian Natural Resources	100%	42.22%

Working Interest Owners:

Canadian Natural Resources 100%

Turin Upper Mannville J NO. 2 Agreement

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"TURIN UPPER MANNVILLE J NO.2 AGREEMENT"

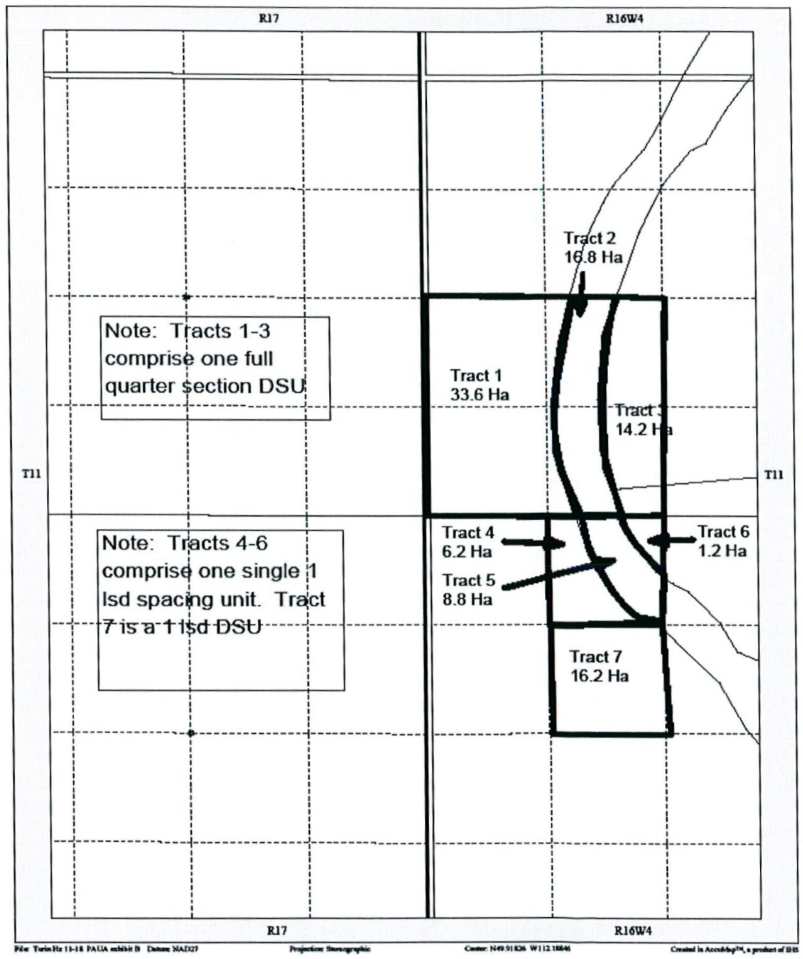
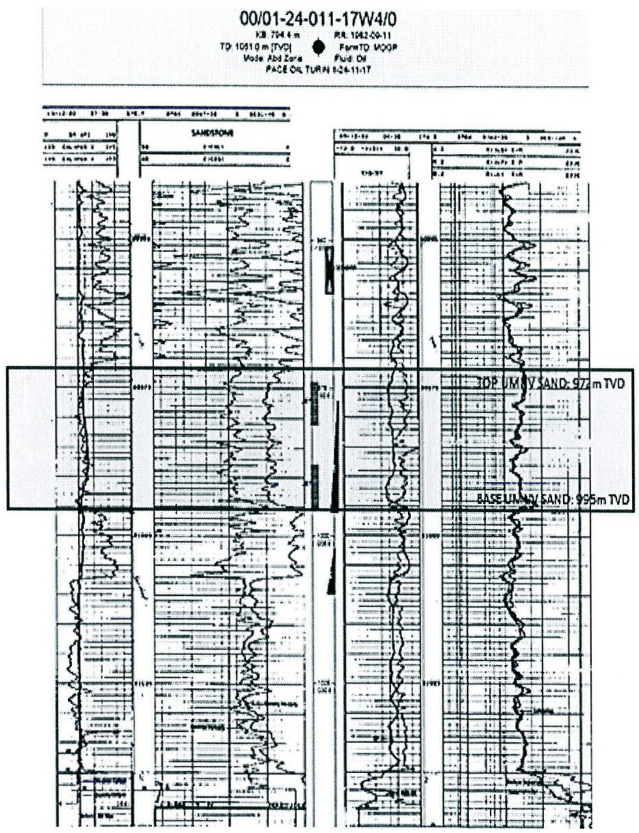


EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED "TURIN UPPER MANNVILLE J NO. 2 AGREEMENT"



Turin Upper Mannville J NO. 2 Agreement

Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Wilson Creek Glauconitic Agreement” and that the Unit became effective on November 1, 2012.

EXHIBIT "A"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
WILSON CREEK GLAUCONITIC AGREEMENT

Tract No.	Land Description (W5M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	042-04W5: 30	122848	Crown	43%	TAQA North Ltd.	100%	43%
2	042-04W5: 31	Freehold	PrairieSky Royalty Ltd.	57%	Bonavista Energy Corporation	100%	57%

Working Interest Owners:

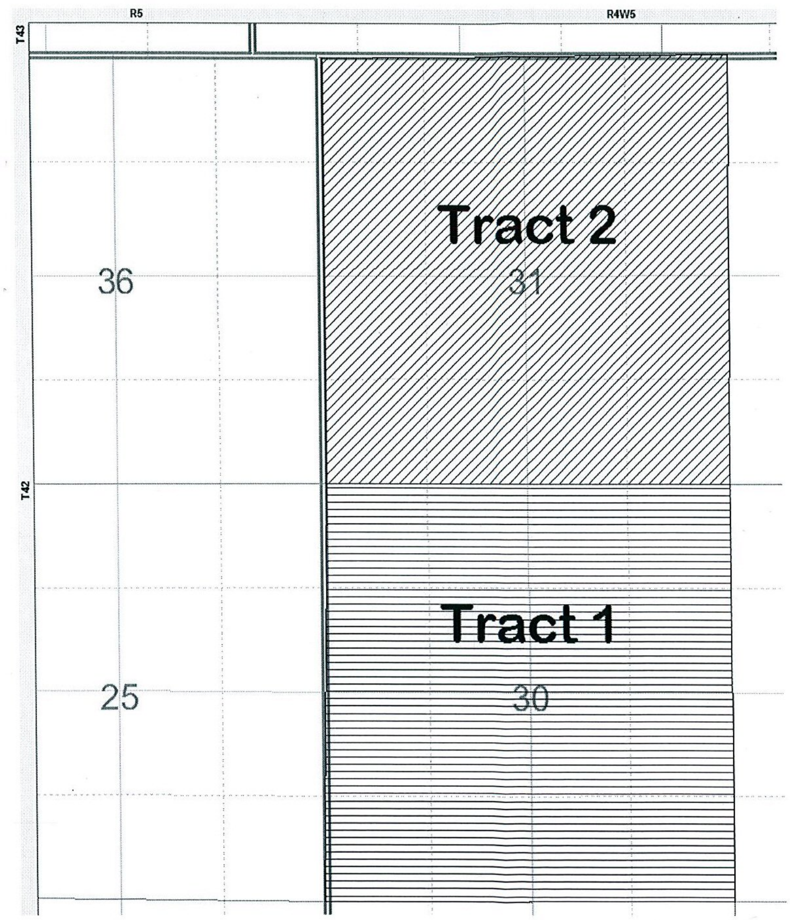
TAQA North Ltd. 43%

Bonavista Energy Corporation 57%

Wilson Creek Glauconitic Agreement **Effective as of the Effective Date**

EXHIBIT "B"

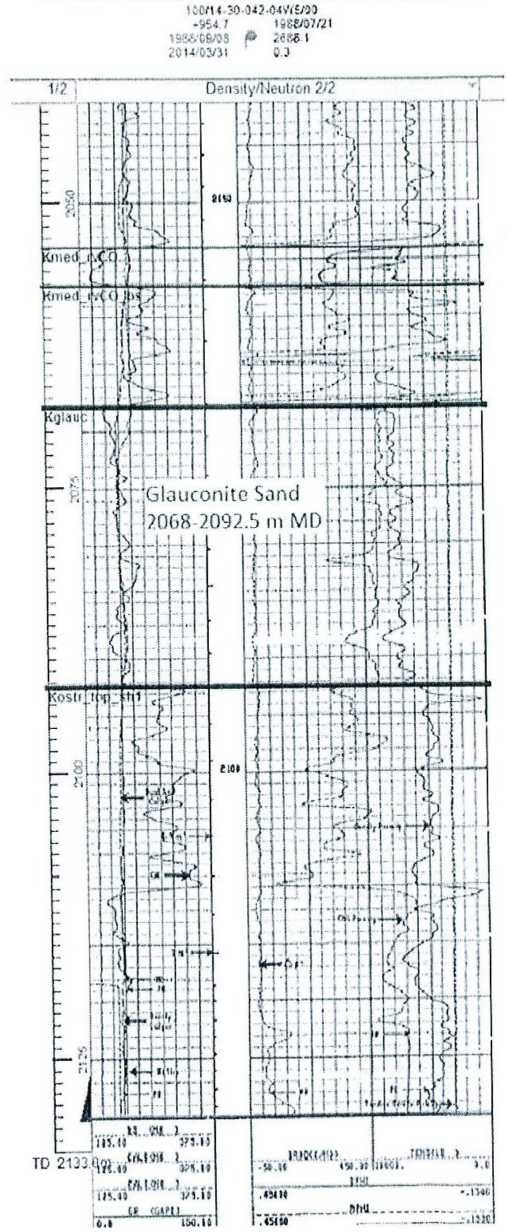
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
WILSON CREEK GLAUCONITIC AGREEMENT



Wilson Creek Glauconitic Agreement

Effective as of the Effective Date

EXHIBIT "C"
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
WILSON CREEK GLAUCONITIC AGREEMENT



Wilson Creek Glauconitic Agreement

Infrastructure

Sale or Disposition of Land

(Government Organization Act)

Name of Purchaser: Hutterian Brethren Church of Standoff Colony
Consideration: $62,500.00
Land Description: Plan 3942BM; OT (The Gravel Pit – S ½ 29-6-25-W4M)
Excepting thereout all mines and minerals

International and Intergovernmental Relations

Hosting Expenses Exceeding $600.00
For the period ending March 31, 2014

Date: August 6-8, 2013
Purpose: Host California Venture Investor Capitalists to provide an overview on oil sands technology and opportunities for investment innovation in Alberta.
Amount: $705.22
Location: Calgary and Fort McMurray, Alberta

Date: August 20-22, 2013
Purpose: Host knowledge session for Senator Heidi Heitkamp's visit, to learn about Alberta's oil sands, Alberta's environmental management regime, and Alberta companies' approach to pipeline safety.
Amount: $2,320.32
Location: Calgary, Alberta

Date: September 9, 2013
Purpose: Host the Connecting in China Workshop to prepare Alberta companies for conducting business and seeking investment opportunities in China.
Amount: $3,940.20
Location: Beijing, China

Date: October 21-24, 2013
Purpose: Host information sessions with Asia Advisory Council to facilitate dialogue of the Council, as well as outreach with key industry and community stakeholders in a variety of sectors and geographical regions in Asia and ministries with interest and initiatives in the Asian region.
Amount: $5,219.42
Location: Edmonton, Alberta

Date: November 11-21, 2013
Purpose: As part of the shale and gas mission to Brazil and Colombia, the following hosting activities took place:

- host two technical seminars on shale gas for Brazilian and Colombian companies/industry representatives and Alberta companies;

- host shale gas workshop where Alberta companies will present their equipment and services available;
- host networking event providing Alberta companies with the opportunity to network with Brazilian delegates and companies; and
- co-host with the Canadian Embassy in Venezuela an information session on their business environment.

Amount: $9,785.64
Location: Salvador and Rio de Janeiro, Brazil and Bogota, Colombia

Date: November 14, 2013
Purpose: Host networking event to showcase how Alberta can work with the Middle East business community to forge stronger relationships.
Amount: $2,098.88
Location: Manama, Bahrain

Date: November 26-28, 2013
Purpose: Host three presentations from Alberta organizations discussing the future research and supply requirements for Alberta's unconventional resource sector, as well as promote Alberta Climate Change and Emissions Management to support environmental technologies.
Amount: $3,429.65
Location: London, England and Milan, Italy

Date: December 2, 2013
Purpose: Host networking event to match local business contacts with the visiting Alberta business delegates at the Hong Kong Forum.
Amount: $1,180.00
Location: Hong Kong, China

Date: January 3, 2014
Purpose: Host stakeholder engagement session with local business leaders to highlight the services the ministry has available to Alberta companies and demonstrate international collaboration between government and industry.
Amount: $1,259.14
Location: Edmonton, Alberta

Date: January 16, 2014
Purpose: Host meeting with Singapore authorities and senior executives of local businesses to encourage high level discussion between Alberta and key players.
Amount: $1,506.39
Location: Singapore

Date: January 20, 2014
Purpose: Co-host networking event with the Canadian Chamber of Commerce in Singapore to meet and exchange ideas with Alberta/Canadian companies doing business in Singapore.
Amount: $2,683.20
Location: Singapore

Date: January 28-29, 2014
Purpose: Host information sessions with Asia Advisory Council to facilitate dialogue of the Council as well outreach with key industry and community stakeholders in a variety of sectors and geographical regions in Asia and ministries with interest and initiatives in the Asian region.
Amount: $1,356.38
Location: Edmonton, Alberta

Date: February 13, 2014
Purpose: Host meeting with Alberta Aerospace delegates visiting Hong Kong for Singapore Air Show.
Amount: $1,020.88
Location: Hong Kong, China

Date: March 1, 2014
Purpose: Host networking session for Wyoming legislators to gain a more thorough understanding of planning and development of the Heartland, including Alberta's regulatory environment.
Amount: $1,870.09
Location: Edmonton, Alberta

Date: March 5, 2014
Purpose: Co-host networking event with the Canadian Consulate General in Dallas during the World Heavy Oil Congress to promote Alberta as an environmentally responsible, innovative energy producer and an attractive place for investment and trade.
Amount: $3,446.95
Location: New Orleans, Louisiana

Date: March 13, 2014
Purpose: Host Alberta China Environmental Technology Workshop to promote Alberta's environmental industry's collaboration in one of the major identified priority market areas for Alberta in China.
Amount: $5,063.11
Location: Chengdu, China

Date: March 16, 2014
Purpose: Host networking event to provide an opportunity for Alberta business delegates attending events in China to network with each other.
Amount: $761.82
Location: Harbin, China

Date: March 24-26, 2014
Purpose: Host information sessions for U.S. Embassy, Consulate staff, and University Thought Leaders, to help them to gain a thorough first-hand understanding of the development of the oil sands and the stringent environmental regulations.
Amount: $1,304.02
Location: Edmonton and Fort McMurray, Alberta

Date: March 26, 2014
Purpose: Co-host with Department of Foreign Affairs, Trade and Development Canada (DFATD) and the Government of Nova Scotia, the Canada Reception at the inaugural Offshore Technology Conference Asia 2014 to allow Alberta companies and attendees an exclusive business networking opportunity.
Amount: $1,500.00
Location: Kuala Lumpur, Malaysia

Date: March 26, 2014
Purpose: Host seminar ‘Critical Engagement: Alberta, Energy and International Markets’ for senior level domestic and international embassies to showcase Alberta’s energy and international markets.
Amount: $1,522.45
Location: Ottawa, Ontario

Justice and Solicitor General

Designation of Qualified Technician Appointment (Intox EC/IR II)

RCMP K Division, Traffic Services
Spicer, Angela Michelle

(Date of Designation August 8, 2014)

Schefter, Melanie Dawn

(Date of Designation August 13, 2014)

Safety Codes Council

Corporate Accreditation

(Safety Codes Act)

Pursuant to section 28 of the Safety Codes Act it is hereby ordered that

Spectra Energy Express Pipeline Limited Partnership,
Accreditation No. C000875, Order No. 2913

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Corporation’s industrial facilities for the discipline of
Electrical

Consisting of all parts of the Canadian Electrical Code, Code for Electrical Installations at Oil & Gas Facilities.

Accredited Date: July 18, 2014 Issued Date: July 18, 2014.

Alberta Securities Commission

Amendments to National Instrument 24-101 *Institutional Trade Matching and Settlement*, National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*, National Instrument 33-109 *Registration Information*, National Instrument 44-102 *Shelf Distributions*, National Instrument 45-106 *Prospectus and Registration Exemptions*, National Instrument 62-103 *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*, National Instrument 81-104 *Commodity Pools*, and National Instrument 81-105 *Mutual Fund Sales Practices*

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 14, 2014 pursuant to sections 223 and 224 of the Securities Act.

Amendments to Specified Instruments

1. National Instrument 24-101 Institutional Trade Matching and Settlement, National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations, National Instrument 33-109 Registration Information, National Instrument 44-102 Shelf Distributions, National Instrument 45-106 Prospectus and Registration Exemptions, National Instrument 62-103 The Early Warning System and Related Take-Over Bid and Insider Reporting Issues, National Instrument 81-104 Commodity Pools, and National Instrument 81-105 Mutual Fund Sales Practices are amended by this Instrument.

2. The National Instruments named in section 1 are amended

(a) ***by replacing “***National Instrument 81-102 Mutual Funds***” with “***National Instrument 81-102 *Investment Funds****” wherever it occurs,***

(b) ***by replacing “***National Instrument 81-102 — *Mutual Funds****” with “***National Instrument 81-102 *Investment Funds****” wherever it occurs, and***

(c) ***by replacing “***National Instrument 81-102 *Mutual Funds****” with “***National Instrument 81-102 *Investment Funds****” wherever it occurs.***

3. This Instrument comes into force on September 22, 2014.

Alberta Securities Commission

AMENDMENTS TO NATIONAL INSTRUMENT 41-101
GENERAL PROSPECTUS REQUIREMENTS

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 14, 2014 pursuant to sections 223 and 224 of the Securities Act.

Amendments to National Instrument 41-101
General Prospectus Requirements

1. National Instrument 41-101 General Prospectus Requirements is amended by this Instrument.

2. Section 1.1 is amended by replacing the definition of "NI 81-102***" with the following:***

"NI 81-102" means National Instrument 81-102 *Investment Funds*;**.**

3. Subsection 14.8.1(1) is amended by deleting "except that each reference in that definition to "a mutual fund" must be read as "an investment fund"***".***

4. General Instruction (8) of Form 41-101F2 is amended

(a) by deleting "*subsidiaries and****" wherever it occurs; and***

(b) by replacing "*a subsidiary or investee****" with "****an investee****".***

5. Item 1.3(1) of Form 41-101F2 is amended by deleting ", including any options or warrants,***".***

6. Item 3.4(1) of Form 41-101F2 is amended by replacing "auditor and principal distributor***" with "***auditor, principal distributor and securities lending agent***".***

7. Item 14.1 of Form 41-101F2 is amended by replacing subsection (2) with the following:

(2) Describe how the issue price of the securities of the investment fund is determined.**.**

8. (1) Item 15.1 of Form 41-101F2 is amended by renumbering it as subsection 15.1(1).

(2) Item 15.1 of Form 41-101F2, as amended by subsection (1), is amended by adding the following paragraphs immediately after paragraph (a):

(a.1) the dates on which securities of the investment fund will be redeemed,

(a.2) the dates on which payment of the proceeds of redemption will be made by the investment fund,**.**

(3) Item 15.1 of Form 41-101F2, as amended by subsection (1), is amended by adding the following subsection:

(2) If the proceeds of redemption are computed by reference to the net asset value per security and amounts may be deducted from the net asset value per security, describe each amount that may be deducted and the entity to which each amount is paid. If there is a maximum amount or percentage that may be deducted from the net asset value per security, disclose that amount or percentage**.**.

9. Item 19.9(1) of Form 41-101F2 is amended

(a) by deleting "or of a subsidiary of the investment fund***",***

(b) by deleting "or any of its subsidiaries***",***

(c) by deleting "or from a subsidiary of the investment fund***",***

(d) by deleting "or a subsidiary of the investment fund***", and***

(e) by deleting "or by a subsidiary of the investment fund***".***

10. Form 41-101F2 is amended by adding the following immediately after Item 19.10:

19.11 – Securities Lending Agent

(1) Under the sub-heading "Securities Lending Agent", state the name of each securities lending agent of the investment fund and the municipality of each securities lending agent's principal or head office.

(2) State whether any securities lending agent of the investment fund is an affiliate or associate of the manager of the investment fund.

(3) Briefly describe the essential terms of each agreement with each securities lending agent. Include the amount of collateral required to be delivered in connection with a securities lending transaction as a percentage of the market value of the loaned securities, and briefly describe any indemnities provided in, and the termination provisions of, each such agreement.**.**

11. Item 21.2 of Form 41-101F2 is amended by deleting "or its subsidiaries***".***

12. Item 21.3 of Form 41-101F2 is repealed.

13. Item 25.8 of Form 41-101F2 is amended by adding "and NI 81-102***" after "***the Instrument***".***

14. Item 27 of Form 41-101F2 is repealed.

15. Paragraph (5)(d) of the Instructions under Item 29.2 of Form 41-101F2 is amended by deleting "or its subsidiaries***".***

16. Item 39.4 is amended by deleting "or a subsidiary of the investment fund***".***

17. ***Instruction (5) of Item 10 of Part B of Form 41-101F3 is amended by replacing*** "*National Instrument 81-102 Mutual Funds*" ***with*** "*National Instrument 81-102 Investment Funds*"**.**

18. This Instrument comes into force on September 22, 2014.

Alberta Securities Commission

AMENDMENTS TO NATIONAL INSTRUMENT 81-101
MUTUAL FUND PROSPECTUS DISCLOSURE

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 14, 2014 pursuant to sections 223 and 224 of the Securities Act.

Amendments to National Instrument 81-101
Mutual Fund Prospectus Disclosure

1. ***National Instrument 81-101 Mutual Fund Prospectus Disclosure is amended by this Instrument.***

2. ***Section 1.1 is amended***

   (a) ***in the definition of*** "commodity pool" ***by replacing*** "National Instrument 81-102 Mutual Funds" ***with*** "National Instrument 81-102 *Investment Funds*"***, and***

   (b) ***in the definition of*** "precious metals fund" ***by replacing*** "National Instrument 81-102 *Mutual Funds*" ***with*** "National Instrument 81-102 *Investment Funds*"**.**

3. ***Section 1.2 is amended by replacing*** "National Instrument 81-102 *Mutual Funds*" ***with*** "National Instrument 81-102 *Investment Funds*"**.**

4. ***General Instruction (2) of Form 81-101F1 is amended***

   (a) ***by replacing*** "*National Instrument 81-102 Mutual Funds*" ***with*** "*National Instrument 81-102 Investment Funds*"***, and***

   (b) ***by deleting*** "*However, subsection 1.3(3) of National Instrument 81-102 does not apply to this Form*"**.**

5. ***Item 5(1) of Part A of Form 81-101F1 is amended by replacing*** "registrar and auditor" ***with*** "registrar, auditor and securities lending agent"**.**

6. ***Item 5(4.1) of Part A of Form 81-101F1 is amended by replacing*** "National Instrument 81-102 Mutual Funds" ***with*** "National Instrument 81-102 *Investment Funds*"**.**

7. ***Item 4(1) of Part B of Form 81-101F1 is amended by replacing "***registrar and auditor***" with "***registrar, auditor and securities lending agent***".***

8. ***Item 4(4.1) of Part B of Form 81-101F1 is amended by replacing "***National Instrument 81-102 Mutual Funds***" with "***National Instrument 81-102 *Investment Funds*"**.**

9. ***Item 7(10) of Part B of Form 81-101F1 is amended by replacing "***National Instrument 81-102 *Mutual Funds*" ***with "***National Instrument 81-102 *Investment Funds*"**.**

10. ***Item 9(1.2) of Part B of Form 81-101F1 is amended by replacing "***National Instrument 81-102 Mutual Funds***" with "***National Instrument 81-102 *Investment Funds*"**.**

11. ***General Instruction (2) of Form 81-101F2 is amended by replacing "****National Instrument 81-102 Mutual Funds*" ***with "****National Instrument 81-102 Investment Funds*"**.**

12. ***Form 81-101F2 is amended by adding the following immediately after Item 10.9:***

    10.9.1 – Securities Lending Agent

    (1) State the name of each securities lending agent of the mutual fund and the municipality of each securities lending agent's principal or head office.

    (2) State whether any securities lending agent of the mutual fund is an affiliate or associate of the manager of the mutual fund.

    (3) Briefly describe the essential terms of each agreement with each securities lending agent. Include the amount of collateral required to be delivered in connection with a securities lending transaction as a percentage of the market value of the loaned securities, and briefly describe any indemnities provided in, and the termination provisions of, each such agreement.**.**

13. ***General Instructions (2) and (17) of Form 81-101F3 are amended by replacing "****National Instrument 81-102 Mutual Funds*" ***with "****National Instrument 81-102 Investment Funds*"**.**

14. ***Instruction (1) to Item 5 of Part I of Form 81-101F3 is amended by replacing "****National Instrument 81-102 Mutual Funds*" ***with "****National Instrument 81-102 Investment Funds*"**.**

15. This Instrument comes into force on September 22, 2014.

Alberta Securities Commission

AMENDMENTS TO NATIONAL INSTRUMENT 81-102
MUTUAL FUNDS

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 14, 2014 pursuant to sections 223 and 224 of the Securities Act.

Amendments to National Instrument 81-102
Mutual Funds

1. National Instrument 81-102 Mutual Funds is amended by this Instrument.

2. The title is amended by replacing "*Mutual Funds****" with "****Investment Funds****".***

3. Section 1.1 is amended

(a) in the definition of "borrowing agent***" by replacing "***a mutual fund***" with "***an investment fund***" wherever it occurs,***

(b) in the definition of "clone fund***" by replacing "***a mutual fund***" with "***an investment fund***" and by replacing "***another mutual fund***" with "***another investment fund***",***

(c) in the definition of "currency cross hedge***" by replacing "***a mutual fund***" with "***an investment fund***" and by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs,***

(d) by replacing the definition of "custodian***" with the following:***

"custodian" means the institution appointed by an investment fund to hold portfolio assets of the investment fund;***,***

(e) by adding the following definition:

"dealer managed investment fund" means an investment fund the portfolio adviser of which is a dealer manager;***,***

(f) by repealing the definition of "dealer managed mutual fund***",***

(g) in the definition of "designated rating***" by replacing "***mutual fund***" with "***investment fund***",***

(h) in the definition of "floating rate evidence of indebtedness***" by replacing paragraph (b) with the following:***

(b) the evidence of indebtedness was issued, or is fully and unconditionally guaranteed as to principal and interest, by any of the following:

(i) the government of Canada or the government of a jurisdiction of Canada;

(ii) the government of the United States of America, the government of one of the states of the United States of America, the government of another sovereign state or a permitted supranational agency, if, in each case, the evidence of indebtedness has a designated rating;**,**

(i) ***in the definition of "***fundamental investment objectives***" by replacing "***a mutual fund***" with "***an investment fund***", by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs, and by replacing "***other mutual funds***" with "***other investment funds***",***

(j) ***by adding the following definitions:***

"investment fund conflict of interest investment restrictions" means the provisions of securities legislation that are referred to in Appendix D;

"investment fund conflict of interest reporting requirements" means the provisions of securities legislation that are referred to in Appendix E;**,**

(k) ***by replacing the definition of "***investor fees***" with the following:***

"investor fees" means, in connection with the purchase, conversion, holding, transfer or redemption of securities of an investment fund, all fees, charges and expenses that are or may become payable by a securityholder of the investment fund to,

(a) in the case of a mutual fund, a member of the organization of the mutual fund other than a member of the organization acting solely as a participating dealer, and

(b) in the case of a non-redeemable investment fund, the manager of the non-redeemable investment fund;**,**

(l) ***in the definition of "***long position***" by replacing "***a mutual fund***" with "***an investment fund***" and by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs,***

(m) ***in the definition of "***management expense ratio***" by replacing "***a mutual fund***" with "***an investment fund***",***

(n) ***by replacing the definition of “***manager***” with the following:***

“manager” means an investment fund manager;***,***

(o) ***by repealing the definitions of “***mutual fund conflict of interest investment restrictions***” and “***mutual fund conflict of interest reporting requirements***”,***

(p) ***in the following definitions by replacing “***a mutual fund***” with “***an investment fund***”:***

(i) ***“***non-resident sub-adviser***”;***

(ii) ***“***performance data***”,***

(q) ***in the definition of “***portfolio adviser***” by replacing “***mutual fund***” with “***investment fund***” wherever it occurs,***

(r) ***in the definition of “***portfolio asset***” by replacing “***a mutual fund***” with “***an investment fund***”,***

(s) ***in the definition of “***purchase***” by replacing “***a mutual fund***” with “***an investment fund***” and by replacing “***the mutual fund***” with “***the investment fund***”,***

(t) ***by repealing the definition of “***redemption payment date***”,***

(u) ***in the definition of “***report to securityholders***” by replacing “***a mutual fund***” with “***an investment fund***”,***

(v) ***by replacing the definition of “***sales communication***” with the following:***

“sales communication” means a communication relating to, and by, an investment fund or asset allocation service, its promoter, manager, portfolio adviser, principal distributor, a participating dealer or a person or company providing services to any of them, that

(a) is made

(i) to a securityholder of the investment fund or participant in the asset allocation service, or

(ii) to a person or company that is not a securityholder of the investment fund or participant in the asset allocation service, to induce the purchase of securities of the investment fund or the use of the asset allocation service, and

(b) in the case of an investment fund, is not contained in any of the following documents of the investment fund:

1. A prospectus or preliminary or *pro forma* prospectus.

2. An annual information form or preliminary or *pro forma* annual information form.

3. A fund facts document or preliminary or *pro forma* fund facts document.

4. Financial statements, including the notes to the financial statements and the auditor's report on the financial statements.

5. A trade confirmation.

6. A statement of account.

7. Annual or interim management report of fund performance;**,**

(w) by adding the following definition:

"scholarship plan" has the meaning ascribed to that term in section 1.1 of National Instrument 81-106 *Investment Fund Continuous Disclosure*;**,**

(x) in the definition of "short position***" by replacing "***a mutual fund***" with "***an investment fund***" and by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs,***

(y) in the definition of "specified dealer***" by replacing "***, or***" with "***,***",***

(z) in the definition of "sub-custodian***" by replacing "***a mutual fund" ***with "***an investment fund***" and by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(aa) in the definition of "underlying market exposure***" by replacing "***a mutual fund***" with "***an investment fund***" and by replacing "***the mutual fund***" with "***the investment fund***".***

4. (1) Section 1.2 is amended

(a) by renumbering it as subsection 1.2(1),

(b) by replacing "; and***" with "***,***" at the end of paragraph (a),***

(c) by adding the following paragraph immediately after paragraph (a):

(a.1) a non-redeemable investment fund that is a reporting issuer, and***, and***

(d) in paragraph (b) by replacing "a mutual fund***" with*** "an investment fund***" and by replacing*** "paragraph (a)***" with*** "paragraphs (a) and (a.1)***".***

(2) Section 1.2, as amended by subsection (1), is amended by adding the following subsections:

(2) Despite subsection (1), this Instrument does not apply to a scholarship plan.

(3) Despite subsection (1), in Québec, in respect of investment funds organized under an Act to establish the *Fonds de solidarité des travailleurs du Québec (F.T.Q.)* (chapter F-3.2.1), an Act to establish *Fondaction, le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l'emploi* (chapter F-3.1.2), or an Act constituting *Capital régional et coopératif Desjardins* (chapter C-6.1), the following requirements apply:

(a) sections 2.12 to 2.17;

(b) Part 6;

(c) Part 15, except for paragraph 15.8(2)(b);

(d) Part 19;

(e) Part 20.

(4) For greater certainty, in British Columbia, if a provision of this Instrument conflicts or is inconsistent with a provision of the *Employee Investment Act* (British Columbia) or the *Small Business Venture Capital Act* (British Columbia), the provision of the Employee Investment Act or the Small Business Venture Capital Act, as the case may be, prevails**.**.

5. Section 1.3 is amended

(a) by replacing "a mutual fund***" with*** "an investment fund***",***

(b) by replacing "separate mutual fund***" with*** "separate investment fund***", and***

(c) by replacing "A mutual fund***" with*** "An investment fund***".***

6. Section 2.1 is amended by replacing "shall***" with*** "must***" wherever it occurs.***

7. Section 2.2 is amended

(a) by replacing subsection (1) with the following:

(1) An investment fund must not purchase a security of an issuer

(a) if, immediately after the purchase, the investment fund would hold securities representing more than 10% of

(i) the votes attaching to the outstanding voting securities of the issuer; or

(ii) the outstanding equity securities of the issuer, or

(b) for the purpose of exercising control over, or management of, the issuer.***,***

(b) by replacing "a mutual fund" ***with*** "an investment fund" ***wherever it occurs,***

(c) by replacing "the mutual fund" ***with*** "the investment fund" ***wherever it occurs, and***

(d) by replacing "shall" ***with*** "must" ***wherever it occurs.***

8. (1) Section 2.3 is amended

(a) by renumbering it as subsection 2.3(1), and

(b) by replacing "shall" ***with*** "must"***.***

(2) Section 2.3, as amended by subsection (1), is amended by adding the following subsection:

(2) A non-redeemable investment fund must not do any of the following:

(a) purchase real property;

(b) purchase a mortgage, other than a guaranteed mortgage;

(c) purchase an interest in a loan syndication, or loan participation, if the purchase would require the non-redeemable investment fund to assume any responsibilities in administering the loan in relation to the borrower.***.***

9. Section 2.4 is amended by replacing "shall" ***with*** "must" ***wherever it occurs.***

***10. The heading in section 2.5 is amended by replacing** “Mutual Funds” **with** “Investment Funds”.*

11. (1) Subsection 2.5(1) is amended

***(a) by replacing** “a mutual fund” **with** “an investment fund”,*

(b) by replacing** “another mutual fund” **with** “another investment fund”, **and

(c) by replacing** “other mutual fund” **with** “other investment fund” **wherever it occurs.

(2) Subsection 2.5(2) is amended

***(a) by replacing** “A mutual fund shall” **with** “An investment fund must”,*

***(b) by replacing** “another mutual fund” **with** “another investment fund”,*

(c) by replacing paragraph (a) with the following:

(a) if the investment fund is a mutual fund, the other investment fund is a mutual fund that is subject to this Instrument and offers or has offered securities under a simplified prospectus in accordance with National Instrument 81-101 *Mutual Fund Prospectus Disclosure*,

(a.1) if the investment fund is a non-redeemable investment fund, one or both of the following apply:

(i) the other investment fund is subject to this Instrument;

(ii) the other investment fund complies with the provisions of this Instrument applicable to a non-redeemable investment fund,,

***(d) in paragraph (b) by replacing** “other mutual fund” **with** “other investment fund” **and by replacing** “other mutual funds” **with** “other investment funds”,*

(e) by replacing paragraph (c) with the following:

(c) if the investment fund is a mutual fund, the investment fund and the other investment fund are reporting issuers in the local jurisdiction, (c.1) if the investment fund is a non-redeemable investment fund, the other investment fund is a reporting issuer in a jurisdiction in which the investment fund is a reporting issuer,***, and***

(f) ***in paragraphs (d), (e) and (f) by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs and by replacing "***other mutual fund***" with "***other investment fund***" wherever it occurs.***

(3) ***Subsection 2.5(3) is amended***

(a) ***by replacing "***Paragraphs (2)(a) and (c)***" with "***Paragraphs (2)(a), (a.1), (c) and (c.1)***",***

(b) ***in paragraph (a) by replacing "***a mutual fund***" with "***an investment fund***", and***

(c) ***in paragraph (b) by replacing "***mutual fund***" with "***investment fund***" wherever it occurs.***

(4) ***Subsection 2.5(4) is amended***

(a) ***by replacing "***other mutual fund***" with "***other investment fund***", and***

(b) ***by replacing "***a mutual fund***" with "***an investment fund***".***

(5) ***Subsection 2.5(5) is amended by replacing "***a mutual fund***" with "***an investment fund***".***

(6) ***Subsection 2.5(6) is amended***

(a) ***by replacing "***A mutual fund***" with "***An investment fund***",***

(b) ***by replacing*** "another mutual fund***" with "***another investment fund***",***

(c) ***by replacing*** "shall***" with "***must***",***

(d) ***by replacing "***other mutual fund***" with "***other investment fund***", and***

(e) ***by replacing "***the mutual fund***" with "***the investment fund***".***

(7) ***Subsection 2.5(7) is amended***

(a) ***by replacing "***The mutual fund***" with "***The investment fund***",***

(b) ***by replacing "***the mutual fund***" with "***the investment fund***",***

(c) ***by replacing "***a mutual fund***" with "***an investment fund***", and***

(d) ***by replacing "***another mutual fund***" with "***another investment fund***".***

12. ***Section 2.6 is amended***

(a) ***by replacing*** "A mutual fund shall not***" with "***An investment fund must not,***",***

(b) ***in paragraph (a) by adding "***in the case of a mutual fund,***" before "***borrow***",***

(c) ***in paragraph (b) by adding "***in the case of a mutual fund,***" before "***purchase***",***

(d) ***in paragraph (c) by adding "***in the case of a mutual fund,***" before "***sell***", and***

(e) ***in paragraph (d) by replacing "***mutual fund***" with "***investment fund***".***

13. ***Section 2.7 is amended by replacing "***shall***" with "***must***" wherever it occurs.***

14. ***Section 2.8 is amended by replacing "***shall***" with "***must***" wherever it occurs.***

15. *(1)* ***Section 2.9 is amended by renumbering it as subsection 2.9(1).***

(2) ***Section 2.9, as amended by subsection (1), is amended by adding the following subsection:***

(2) Section 2.2 does not apply to the use of specified derivatives by a non-redeemable investment fund for hedging purposes.**.**

16. ***Section 2.10 is amended***

(a) ***by replacing "***a mutual fund***" with "***an investment fund***" wherever it occurs,***

(b) ***by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs,***

(c) ***by replacing "***shall***" with "***must***" wherever it occurs, and***

(d) ***by replacing "***A mutual fund***" with "***An investment fund***" wherever it occurs.***

17. ***The heading in section 2.11 is amended by replacing "***a Mutual Fund***" with "***an Investment Fund***".***

18. ***(1) Subsection 2.11(1) is amended***

(a) ***by replacing "***A mutual fund***" with "***An investment fund***",***

(b) ***by replacing "***a mutual fund***" with "***an investment fund***",***

(c) ***by replacing*** "unless" ***with*** ", unless,"***,***

(d) ***by replacing paragraph (a) with the following:***

(a) in the case of a mutual fund, other than an exchange-traded mutual fund that is not in continuous distribution, its prospectus contains the disclosure required for a mutual fund intending to engage in the activity;

(a.1) in the case of an exchange-traded mutual fund that is not in continuous distribution or of a non-redeemable investment fund, the investment fund issues a news release that contains both of the following:

(i) the disclosure required in a prospectus for an exchange-traded mutual fund that is not in continuous distribution, or a non-redeemable investment fund, intending to engage in the activity;

(ii) the date on which the activity is intended to begin; and***, and***

(e) ***in paragraph (b) by replacing*** "mutual fund" ***with*** "investment fund"***, and by replacing*** "required for mutual funds intending to engage in the activity" ***with*** "referred to in paragraph (a) or (a.1), as applicable"***.***

(2) ***Subsection 2.11(2) is amended by adding*** ", other than an exchange-traded mutual fund that is not in continuous distribution," ***after*** "A mutual fund"***.***

(3) ***Section 2.11 is amended by adding the following subsection:***

(3) Subsection (1) does not apply to an exchange-traded mutual fund that is not in continuous distribution, or to a non-redeemable investment fund, if each prospectus of the investment fund filed since its inception has contained the disclosure referred to in paragraph (1)(a.1).***.***

19. Section 2.12 is amended

(a) ***by replacing*** "a mutual fund" ***with*** "an investment fund"***,***

(b) ***by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs,***

(c) ***by replacing*** "The mutual fund" ***with*** "The investment fund"***,***

(d) ***by replacing item 12 of subsection (1) with the following:***

12. Immediately after the investment fund enters into the transaction, the aggregate market value of all securities loaned by the investment fund in securities lending transactions and not yet returned to it or sold by the investment fund in repurchase transactions under section 2.13 and not yet repurchased does not exceed 50% of the net asset value of the investment fund.***,***

(e) ***by replacing*** "A mutual fund***" with "***An investment fund***" wherever it occurs, and***

(f) ***by replacing*** "shall***" with "***must***" wherever it occurs.***

20. Section 2.13 is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***",***

(b) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs,***

(c) ***by replacing item 11 of subsection (1) with the following:***

11. Immediately after the investment fund enters into the transaction, the aggregate market value of all securities loaned by the investment fund in securities lending transactions under section 2.12 and not yet returned to it or sold by the investment fund in repurchase transactions and not yet repurchased does not exceed 50% of the net asset value of the investment fund.***, and***

(d) ***by replacing*** "A mutual fund***" with "***An investment fund***".***

21. Section 2.14 is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***", and***

(b) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs.***

22. Section 2.15 is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***" wherever it occurs,***

(b) ***by replacing*** "shall***" with "***must***" wherever it occurs,***

(c) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs,***

(d) ***in subsection (1) by replacing*** "in administering***" with*** "to administer***", and***

(e) ***in paragraph (4)(c) by replacing*** "the mutual fund's***" with*** "the investment fund's***".***

23. Section 2.16 is amended

(a) ***by replacing*** "A mutual fund***" with*** "An investment fund***",***

(b) ***by replacing*** "shall***" with*** "must***" wherever it occurs,***

(c) ***by replacing*** "the mutual fund***" with*** "the investment fund***" wherever it occurs, and***

(d) ***by replacing*** "a mutual fund***" with*** "an investment fund***".***

24. Section 2.17 is replaced with the following:

2.17 Commencement of Securities Lending, Repurchase and Reverse Repurchase Transactions by an Investment Fund

(1) An investment fund must not enter into securities lending, repurchase or reverse repurchase transactions unless,

(a) in the case of a mutual fund, other than an exchange-traded mutual fund that is not in continuous distribution, its prospectus contains the disclosure required for mutual funds entering into those types of transactions;

(b) in the case of an exchange-traded mutual fund that is not in continuous distribution or of a non-redeemable investment fund, the investment fund issues a news release that contains both of the following:

(i) the disclosure required in a prospectus for an exchange-traded mutual fund that is not in continuous distribution, or a non-redeemable investment fund, entering into those types of transactions;

(ii) the date on which the investment fund intends to begin entering into those types of transactions; and

(c) the investment fund provides to its securityholders, at least 60 days before it begins entering into those types of transactions, written notice that discloses its intent to begin entering into those types of transactions and the disclosure referred to in paragraph (a) or (b), as applicable.

(2) Paragraph (1)(c) does not apply to a mutual fund that has entered into reverse repurchase agreements as permitted by a decision of the securities regulatory authority or regulator.

(3) Paragraph (1)(c) does not apply to a mutual fund, other than an exchange-traded mutual fund that is not in continuous distribution, if each prospectus of the mutual fund filed since its inception contains the disclosure referred to in paragraph (1)(a).

(4) Subsection (1) does not apply to an exchange-traded mutual fund that is not in continuous distribution, or to a non-redeemable investment fund, if each prospectus of the investment fund filed since its inception contains the disclosure referred to in paragraph (1)(b)..

25. Section 2.18 is amended by adding the following subsection:

(3) A non-redeemable investment fund must not describe itself as a "money market fund"..

26. Section 3.1 is amended by replacing "No person or company shall***" with "***A person or company must not***".***

27. The following provisions are amended by replacing "shall***" with "***must***":***

(a) subsection 3.1(2);

(b) section 3.2.

28. Subsection 3.3(1) is amended

(a) by replacing "None of the costs***" with "***The costs***", and***

(b) by replacing "shall***" with "***must not***".***

29. Section 4.1 is amended

(a) by replacing "mutual fund***" with "***investment fund***" wherever it occurs,***

(b) by replacing "shall***" with "***must***" wherever it occurs, and***

(c) in subsection (5) by replacing "corresponding provisions contained in securities legislation***" with "***provisions of securities legislation that are***".***

30. Section 4.2 is amended

(a) ***by replacing*** "A mutual fund shall***" with "***An investment fund must***",***

(b) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(c) ***by replacing*** "a mutual fund***" with "***an investment fund***".***

31. Section 4.3 is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***" wherever it occurs,***

(b) ***in subsection (1) by adding "***:***" after "***is***",***

(c) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(d) ***by replacing*** "another mutual fund***" with "***another investment fund***" wherever it occurs.***

32. Section 4.4 is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***" wherever it occurs,***

(b) ***by replacing*** "shall***" with "***must***" wherever it occurs,***

(c) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs,***

(d) ***by replacing*** "A mutual fund***" with "***An investment fund***" wherever it occurs, and***

(e) ***in subsection (5) by adding "any of the following:" after "by" and by deleting "or" at the end of paragraph (a).***

33. (1) Section 5.1 is amended

(a) ***by renumbering it as subsection 5.1(1),***

(b) ***by replacing*** "a mutual fund***" with "***an investment fund***",***

(c) ***by adding*** "the occurrence of each of the following:***" after "***before***",***

(d) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs,***

(e) ***by replacing*** "another mutual fund***" with "***another issuer***" wherever it occurs,***

(f) ***by replacing*** "other mutual fund" ***with*** "other issuer" ***wherever it occurs,***

(g) ***by deleting*** "or" ***at the end of subparagraph (f)(ii),***

(h) ***by replacing*** "." ***with*** ";" ***at the end of paragraph (g), and***

(i) ***by adding the following paragraph:***

(h) the investment fund implements any of the following:

(i) in the case of a non-redeemable investment fund, a restructuring into a mutual fund;

(ii) in the case of a mutual fund, a restructuring into a non-redeemable investment fund;

(iii) a restructuring into an issuer that is not an investment fund..

(2) ***Section 5.1, as amended by subsection (1), is amended by adding the following subsection:***

(2) An investment fund must not bear any of the costs or expenses associated with a restructuring referred to in paragraph (1)(h)..

34. ***Section 5.2 is amended***

(a) ***by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs,***

(b) ***by replacing*** "section 5.1" ***with*** "subsection 5.1(1)" ***wherever it occurs,***

(c) ***by replacing*** "shall" ***with*** "must" ***wherever it occurs, and***

(d) ***by replacing*** "a mutual fund" ***with*** "an investment fund" ***wherever it occurs.***

35. ***(1) Subsection 5.3(1) is amended***

(a) ***by replacing*** "section 5.1" ***with*** "subsection 5.1(1)"***,***

(b) ***by replacing*** "a mutual fund" ***with*** "an investment fund"***,***

(c) ***by replacing*** "paragraphs 5.1(a)" ***with*** "paragraphs 5.1(1)(a)" ***wherever it occurs,***

(d) ***in paragraph (a) by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs,***

(e) ***in subparagraph (a)(iii) by adding "***at least***" after "***sent***",***

(f) ***in paragraph (b) by replacing "***if***" with "***if, in the case of a mutual fund,***", and***

(g) ***in subparagraph (b)(iii) by adding "***at least***" after "***sent***".***

(2) Subsection 5.3(2) is replaced with the following:

(2) Despite subsection 5.1(1), the approval of securityholders of an investment fund is not required to be obtained for a change referred to in paragraph 5.1(1)(f) if either of the following paragraphs apply:

(a) all of the following apply:

(i) the independent review committee of the investment fund has approved the change under subsection 5.2(2) of NI 81-107;

(ii) the investment fund is being reorganized with, or its assets are being transferred to, another investment fund to which this Instrument and NI 81-107 apply and that is managed by the manager, or an affiliate of the manager, of the investment fund;

(iii) the reorganization or transfer of assets of the investment fund complies with the criteria in paragraphs 5.6(1)(a), (b), (c), (d), (g), (h), (i), (j) and (k);

(iv) the prospectus of the investment fund discloses that, although the approval of securityholders may not be obtained before making the change, securityholders will be sent a written notice at least 60 days before the effective date of the change;

(v) the notice referred to in subparagraph (iv) to securityholders is sent at least 60 days before the effective date of the change;

(b) all of the following apply:

(i) the investment fund is a non-redeemable investment fund that is being reorganized with, or its assets are being transferred to, a mutual fund that is

(A) a mutual fund to which this Instrument and NI 81-107 apply,

(B) managed by the manager, or an affiliate of the manager, of the investment fund,

(C) not in default of any requirement of securities legislation, and

(D) a reporting issuer in the local jurisdiction and the mutual fund has a current prospectus in the local jurisdiction;

(ii) the transaction is a tax-deferred transaction under subsection 85(1) of the ITA;

(iii) the securities of the investment fund do not give securityholders of the investment fund the right to request that the investment fund redeem the securities;

(iv) since its inception, there has been no market through which securityholders of the investment fund could sell securities of the investment fund;

(v) every prospectus of the investment fund discloses that

(A) securityholders of the investment fund, other than the manager, promoter or an affiliate of the manager or promoter, will cease to be securityholders of the investment fund within 30 months following the completion of the initial public offering by the investment fund, and

(B) the investment fund will, within 30 months following the completion of the initial public offering of the investment fund, undertake a reorganization with, or transfer its assets to, a mutual fund that is managed by the manager of the investment fund or by an affiliate of the manager of the investment fund;

(vi) the mutual fund bears none of the costs and expenses associated with the transaction;

(vii) the reorganization or transfer of assets of the investment fund complies with subparagraphs 5.3(2)(a)(i), (iv) and (v) and paragraphs 5.6(1)(d) and (k)..

36. ***The heading in section 5.3.1 is amended by replacing "***the Mutual Fund***" with "***an Investment Fund***".***

37. ***Section 5.3.1 is amended***

(a) ***by replacing "***the mutual fund may***" with "***an investment fund must***", and***

(b) ***in paragraphs (a) and (b) by replacing "***mutual fund***" with "***investment fund***" wherever it occurs.***

38. ***Section 5.4 is amended***

(a) ***by replacing "***a mutual fund***" with "***an investment fund***",***

(b) ***by replacing "***section 5.1***" with "***subsection 5.1(1)***",***

(c) ***by replacing "***shall***" with "***must***" wherever it occurs,***

(d) ***in subsection (1) by replacing "***not less than***" with "***at least***",***

(e) ***by replacing "***paragraphs 5.1(a)***" with "***paragraphs 5.1(1)(a)***",***

(f) ***by replacing "***the mutual fund***" with "***the investment fund***", and***

(g) ***by replacing "***the mutual fund's***" with "***the investment fund's***".***

39. ***Section 5.5 is amended***

(a) ***by replacing "***a mutual fund***" with "***an investment fund***" wherever it occurs,***

(b) ***in subsection (1) by adding the following paragraph immediately after paragraph (a):***

(a.1) a change of control of the manager of an investment fund occurs;***,***

(c) ***by replacing "***the mutual fund***" with "***the investment fund***" wherever it occurs,***

(d) ***by replacing "***another mutual fund***" with "***another issuer***", and***

(e) ***by repealing subsection (2).***

40. ***(1) Subsection 5.6(1) is replaced with the following:***

(1) Despite subsection 5.5(1), the approval of the securities regulatory authority or regulator is not required to implement a transaction referred to in paragraph 5.5(1)(b) if all of the following paragraphs apply:

(a) the investment fund is being reorganized with, or its assets are being transferred to, another investment fund to which this Instrument applies and that

(i) is managed by the manager, or an affiliate of the manager, of the investment fund,

(ii) a reasonable person would consider to have substantially similar fundamental investment objectives, valuation procedures and fee structure as the investment fund,

(iii) is not in default of any requirement of securities legislation, and

(iv) is a reporting issuer in the local jurisdiction and, if it is a mutual fund, also has a current prospectus in the local jurisdiction;

(b) the transaction is a "qualifying exchange" within the meaning of section 132.2 of the ITA or is a tax-deferred transaction under subsection 85(1), 85.1(1), 86(1) or 87(1) of the ITA;

(c) the transaction contemplates the wind-up of the investment fund as soon as reasonably possible following the transaction;

(d) the portfolio assets of the investment fund to be acquired by the other investment fund as part of the transaction

(i) may be acquired by the other investment fund in compliance with this Instrument, and

(ii) are acceptable to the portfolio adviser of the other investment fund and consistent with the other investment fund's fundamental investment objectives;

(e) the transaction is approved

(i) by the securityholders of the investment fund in accordance with paragraph 5.1(1)(f), unless subsection 5.3(2) applies, and

(ii) if required, by the securityholders of the other investment fund in accordance with paragraph 5.1(1)(g);

(f) the materials sent to securityholders of the investment fund in connection with the approval under paragraph 5.1(1)(f) include

(i) a circular that, in addition to other requirements prescribed by law, describes the proposed transaction, the investment fund into which the investment fund will be reorganized, the income tax considerations for the investment funds participating in the transaction and their securityholders, and, if the investment fund is a corporation and the transaction involves its shareholders becoming securityholders of an investment fund that is established as a trust, a description of the material differences between being a shareholder of a corporation and being a securityholder of a trust,

(ii) if the other investment fund is a mutual fund, the most recently filed fund facts document for the other investment fund, and

(iii) a statement that securityholders may, in respect of the reorganized investment fund,

(A) obtain all of the following documents at no cost by contacting the reorganized investment fund at an address or telephone number specified in the statement:

(I) if the reorganized investment fund is a mutual fund, the current prospectus;

(II) the most recently filed annual information form, if one has been filed;

(III) as applicable, the most recently filed fund facts document;

(IV) the most recently filed annual financial statements and interim financial reports;

(V) the most recently filed annual and interim management reports of fund performance, or

(B) access those documents at a website address specified in the statement;

(g) the investment fund has complied with Part 11 of National Instrument 81-106 *Investment Fund Continuous Disclosure* in connection with the making of the decision to proceed with the transaction by the board of directors of the manager of the investment fund or of the investment fund;

(h) the investment funds participating in the transaction bear none of the costs and expenses associated with the transaction;

(i) if the investment fund is a mutual fund, securityholders of the investment fund continue to have the right to redeem securities of the investment fund up to the close of business on the business day immediately before the effective date of the transaction;

(j) if the investment fund is a non-redeemable investment fund, all of the following apply:

(i) the investment fund issues and files a news release that discloses the transaction;

(ii) securityholders of the investment fund may redeem securities of the investment fund at a date that is after the date of the news release referred to in subparagraph (i) and before the effective date of the transaction;

(iii) the securities submitted for redemption in accordance with subparagraph (ii) are redeemed at a price equal to their net asset value per security on the redemption date;

(k) the consideration offered to securityholders of the investment fund for the transaction has a value that is equal to the net asset value of the investment fund calculated on the date of the transaction.

(1.1) Despite subsection 5.5(1), the approval of the securities regulatory authority or regulator is not required to implement a transaction referred to in paragraph 5.5(1)(b) if all the conditions in paragraph 5.3(2)(b) are satisfied and the independent review committee of the mutual fund involved in the transaction has approved the transaction in accordance with subsection 5.2(2) of NI 81-107.**.**

(2) Subsection 5.6(2) is amended by

(a) by replacing "A mutual fund***" with "***An investment fund***",***

(b) by replacing "shall***" with "***must***",***

(c) by replacing "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(d) ***by replacing*** "a mutual fund***" with "***an investment fund***".***

41. (1) Subsection 5.7(1) is amended

(a) ***by replacing*** "shall***" with "***must***",***

(b) ***by replacing*** "subsection 5.5(2)***" with "***(a.1)***",***

(c) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs,***

(d) ***in subparagraph(a)(iv) by adding*** "or regulator***" after "***authority***",***

(e) ***by replacing subparagraph (b)(ii) with the following:***

(ii) details of the total annual returns of the investment fund and, if the other issuer is an investment fund, the other issuer for each of the previous five years,, and

(f) ***by replacing subparagraph (b)(iii) with the following:***

(iii) a description of the differences between, as applicable, the fundamental investment objectives, investment strategies, valuation procedures and fee structure of the investment fund and the other issuer and any other material differences between the investment fund and the other issuer, and**.**

(2) Subsection 5.7(2) is amended

(a) ***by replacing*** "A mutual fund***" with "***An investment fund***",***

(b) ***by replacing*** "shall***" with "***must***",***

(c) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(d) ***by replacing*** "situate***" with "***situated***".***

(3) Subsection 5.7(3) is amended

(a) ***by replacing*** "A mutual fund***" with "***An investment fund***",***

(b) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(c) ***by replacing*** "situate***" with "***situated***".***

42. Section 5.8 is amended

(a) ***in subsection (1) by replacing*** "No person or company that is a manager of a mutual fund may" ***with*** "A person or company must not" ***and by replacing*** "the mutual fund" ***with*** "an investment fund",

(b) ***in paragraph (1)(a) by replacing*** "the mutual fund" ***with*** "the investment fund",

(c) ***in subsection (2) by replacing*** "No mutual fund shall" ***with*** "A mutual fund must not", ***and***

(d) ***in subsection (3) by replacing*** "shall" ***with*** "must".

43. The Instrument is amended by adding the following section:

5.8.1 Termination of a Non-Redeemable Investment Fund

(1) A non-redeemable investment fund must not terminate unless the investment fund first issues and files a news release that discloses the termination.

(2) A non-redeemable investment fund must not terminate earlier than 15 days or later than 90 days after the filing of the news release under subsection (1).

(3) Subsections (1) and (2) do not apply in respect of a transaction referred to in paragraph 5.1(1)(f)..

44. Section 5.9 is amended by replacing "mutual fund" with "investment fund" wherever it occurs.

45. Section 6.1 is amended

(a) ***by replacing*** "a mutual fund" ***with*** "an investment fund" ***wherever it occurs,***

(b) ***by replacing*** "shall" ***with*** "must" ***wherever it occurs,***

(c) ***by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs,***

(d) ***in subsection (3) by deleting*** ", for each appointment,",

(e) ***by replacing paragraph (3)(a) with the following:***

(a) in the case of an appointment by the custodian, the investment fund consents in writing to the appointment, (a.1) in the case of an appointment by a sub-custodian, the investment fund and the custodian of the investment fund consent in writing to the appointment,**,**

(f) ***in paragraph (3)(b) by replacing "***a person or company***" with "***an entity***" and by replacing "***;***" with "***,***",***

(g) ***in paragraph (3)(c) by replacing "***;***" with "***,***",***

(h) ***in subsection (4) by replacing "***paragraph (3)(a)***" with "***paragraphs (3)(a) and (a.1)***" and by replacing "***persons or companies***" with "***entities***", and***

(i) ***in subsection (5) by replacing "***each person or company that is appointed sub-custodian***" with "***all entities that are appointed sub-custodians***".***

46. Section 6.2 is replaced with the following:

6.2 **Entities Qualified to Act as Custodian or Sub-Custodian for Assets Held in Canada** – If portfolio assets are held in Canada by a custodian or sub-custodian, the custodian or sub-custodian must be one of the following:

1. a bank listed in Schedule I, II or III of the *Bank Act* (Canada);

2. a trust company that is incorporated under the laws of Canada or a jurisdiction and licensed or registered under the laws of Canada or a jurisdiction, and that has equity, as reported in its most recent audited financial statements, of not less than $10,000,000;

3. a company that is incorporated under the laws of Canada or of a jurisdiction, and that is an affiliate of a bank or trust company referred to in paragraph 1 or 2, if either of the following applies:

   (a) the company has equity, as reported in its most recent audited financial statements that have been made public, of not less than $10,000,000;

   (b) the bank or trust company has assumed responsibility for all of the custodial obligations of the company for that investment fund.**.**

47. Section 6.3 is replaced with the following:

6.3 **Entities Qualified to Act as Sub-Custodian for Assets Held outside Canada** – If portfolio assets are held outside of Canada by a sub-custodian, the sub-custodian must be one of the following:

1. an entity referred to in section 6.2;

2. an entity that

   (a) is incorporated or organized under the laws of a country, or a political subdivision of a country, other than Canada,

   (b) is regulated as a banking institution or trust company by the government, or an agency of the government, of the country under the laws of which it is incorporated or organized, or a political subdivision of that country, and

   (c) has equity, as reported in its most recent audited financial statements, of not less than the equivalent of $100,000,000;

3. an affiliate of an entity referred to in paragraph 1 or 2 if either of the following applies:

   (a) the affiliate has equity, as reported in its most recent audited financial statements that have been made public, of not less than the equivalent of $100,000,000;

   (b) the entity referred to in paragraph 1 or 2 has assumed responsibility for all of the custodial obligations of the affiliate for that investment fund.**.**

48. Section 6.4 is amended

(a) by replacing subsection (1) with the following:

(1) All custodian agreements and sub-custodian agreements of an investment fund must provide for

(a) the location of portfolio assets,

(b) any appointment of a sub-custodian,

(c) requirements concerning lists of sub-custodians,

(d) the method of holding portfolio assets,

(e) the standard of care and responsibility for loss, and

(f) requirements concerning review and compliance reports.***,***

(b) in subsection (2) by replacing “a mutual fund shall***” with “***an investment fund must***” and by replacing “***the mutual fund***” with “***the investment fund***”,***

(c) by adding the following subsection immediately after subsection (2):

(2.1) An agreement referred to under subsections (1) and (2) must comply with the requirements of this Part.***, and***

(d) by replacing subsection (3) with the following:

(3) A custodian agreement or sub-custodian agreement concerning the portfolio assets of an investment fund must not

(a) provide for the creation of any security interest on the portfolio assets of the investment fund except for a good faith claim for payment of the fees and expenses of the custodian or a sub-custodian for acting in that capacity or to secure the obligations of the investment fund to repay borrowings by the investment fund from the custodian or a sub-custodian for the purpose of settling portfolio transactions; or

(b) contain a provision that would require the payment of a fee to the custodian or a sub-custodian for the transfer of the beneficial ownership of portfolio assets of the investment fund, other than for safekeeping and administrative services in connection with acting as custodian or sub-custodian.**.**

49. Section 6.5 is replaced with the following:

6.5 **Holding of Portfolio Assets and Payment of Fees**

(1) Except as provided in subsections (2) and (3) and sections 6.8, 6.8.1 and 6.9, portfolio assets of an investment fund not registered in the name of the investment fund must be registered in the name of the custodian or a sub-custodian of the investment fund, or any of their respective nominees, with an account number or other designation in the records of the custodian sufficient to show that the beneficial ownership of the portfolio assets is vested in the investment fund.

(2) The custodian or a sub-custodian of an investment fund, or an applicable nominee, must segregate portfolio assets issued in bearer form to show that the beneficial ownership of the property is vested in the investment fund.

(3) The custodian or a sub-custodian of an investment fund may deposit portfolio assets of the investment fund with a depository, or a clearing agency, that operates a book-based system.

(4) The custodian or a sub-custodian of an investment fund arranging for the deposit of portfolio assets of the investment fund with, and their delivery to, a depository, or clearing agency, that operates a book-based system must ensure that the records of any of the applicable participants in that book-based system or of the custodian contain an account number or other designation sufficient to show that the beneficial ownership of the portfolio assets is vested in the investment fund.

(5) An investment fund must not pay a fee to the custodian or a sub-custodian of the investment fund for the transfer of beneficial ownership of portfolio assets of the investment fund other than for safekeeping and administrative services in connection with acting as custodian or sub-custodian..

50. Section 6.6 is amended

(a) by replacing "a mutual fund" ***with*** "an investment fund"***,***

(b) by replacing "the mutual fund" ***with*** "the investment fund" ***wherever it occurs,***

(c) by replacing "shall" ***with*** "must" ***wherever it occurs,***

(d) by replacing "A mutual fund" ***with*** "An investment fund" ***wherever it occurs,***

(e) in subsection (3) by replacing "a custodian or sub-custodian" ***with*** "the custodian or a sub-custodian" ***and by replacing*** "described in" ***with*** "imposed by"***, and***

(f) in subsection (4) by replacing "a custodian or sub-custodian" ***with*** "the custodian or a sub-custodian"***.***

51. Section 6.7 is amended

(a) by replacing "a mutual fund" ***with*** "an investment fund" ***wherever it occurs,***

(b) by replacing "shall" ***with*** "must" ***wherever it occurs,***

(c) by replacing "the mutual fund" ***with*** "the investment fund" ***wherever it occurs,***

(d) in subsection (2) by replacing "not more than" ***with*** "within"***, and***

(e) by replacing paragraph (2)(c) with the following:

(c) whether, to the best of the knowledge and belief of the custodian, each sub-custodian satisfies section 6.2 or 6.3, as applicable..

52. Section 6.8 is amended

(a) by replacing "A mutual fund***" with "***An investment fund***" wherever it occurs,***

(b) by replacing "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(c) by replacing subsection (4) with the following:

(4) The agreement by which portfolio assets are deposited in accordance with subsection (1), (2) or (3) must require the person or company holding the portfolio assets to ensure that its records show that the investment fund is the beneficial owner of the portfolio assets..

53. Section 6.8.1 is amended

(a) by replacing "the mutual fund's***" with "***the investment fund's***",***

(b) by replacing "a mutual fund***" with "***an investment fund***",***

(c) by replacing "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(d) by replacing "A mutual fund***" with "***An investment fund***" wherever it occurs.***

54. Section 6.9 is amended

(a) by replacing "A mutual fund***" with "***An investment fund***",***

(b) by replacing "institution***" with "***entity***", and***

(c) by replacing "the mutual fund***" with "***the investment fund***".***

55. Section 7.1 is amended

(a) by replacing "shall not pay***" with "***must not pay***", and***

(b) by replacing "no securities of a mutual fund shall***" with "***securities of a mutual fund must not***".***

56. Section 8.1 is amended by replacing "No securities of a mutual fund shall be sold***" with "***A person or company must not sell securities of a mutual fund***".***

57. ***The heading in Part 9 is amended by replacing "***a Mutual Fund***" with "***an Investment Fund***".***

58. ***Section 9.0.1 is replaced with the following:***

9.0.1 **Application** – This Part, other than subsection 9.3(2), does not apply to an exchange-traded mutual fund that is not in continuous distribution.**.**

59. ***Section 9.1 is amended by replacing "***shall***" with "***must***" wherever it occurs.***

60. ***(1) Section 9.3 is amended***

(a) ***by renumbering it as subsection 9.3(1), and***

(b) ***by replacing "***shall***" with "***must***".***

(2) ***Section 9.3, as amended by subsection (1), is amended by adding the following subsection:***

(2) The issue price of a security of an exchange-traded mutual fund that is not in continuous distribution, or of a non-redeemable investment fund, must not,

(a) as far as reasonably practicable, be a price that causes dilution of the net asset value of other outstanding securities of the investment fund at the time the security is issued, and

(b) be a price that is less than the most recent net asset value per security of that class, or series of a class, calculated prior to the pricing of the offering.**.**

61. ***Section 9.4 is amended by replacing "***shall***" with "***must***" wherever it occurs.***

62. ***The Instrument is amended by adding the following Part immediately after Part 9:***

Part 9.1 WARRANTS AND SPECIFIED DERIVATIVES

9.1.1 Issuance of Warrants or Specified Derivatives – An investment fund must not

(a) issue a conventional warrant or right, or

(b) enter into a position in a specified derivative the underlying interest of which is a security of the investment fund.**.**

63. The heading in Part 10 is amended by replacing "a Mutual Fund***" with "***an Investment Fund***".***

64. (1) Subsection 10.1(1) is amended

(a) by replacing "No mutual fund***" with "***An investment fund***",***

(b) by replacing "shall***" with "***must not***", and***

(c) by replacing "the mutual fund***" with "***the investment fund***" wherever it occurs.***

(2) Subsection 10.1(2) is amended

(a) by replacing "A mutual fund***" with "***An investment fund***",***

(b) by replacing "the mutual fund***" with "***the investment fund***",***

(c) by adding "by the following times:***" after "***delivered***", and***

(d) by replacing paragraph (a) with the following:

(a) in the case of a mutual fund, other than an exchange-traded mutual fund that is not in continuous distribution, by the time of delivery of a redemption order to an order receipt office of the mutual fund;

(a.1) in the case of an exchange-traded mutual fund that is not in continuous distribution or of a non-redeemable investment fund, by the time of delivery of a redemption order;**.**

(3) Subsection 10.1(3) is replaced with the following:

(3) A manager of an investment fund must provide to securityholders of the investment fund at least annually a statement containing the following:

(a) a description of the requirements referred to in subsection (1);

(b) a description of the requirements established by the investment fund under subsection (2);

(c) a detailed reference to all documentation required for redemption of securities of the investment fund;

(d) detailed instructions on the manner in which documentation is to be delivered to participating dealers, the investment fund or a person or company providing services to the investment fund to which a redemption order may be made;

(e) a description of all other procedural or communication requirements;

(f) an explanation of the consequences of failing to meet timing requirements**.**

65. Section 10.2 is amended by replacing "shall" ***with*** "must" ***wherever it occurs.***

66. Section 10.3 is amended

(a) by replacing "shall" ***with*** "must"***, and***

(b) by adding the following subsection:

(4) The redemption price of a security of a non-redeemable investment fund must not be a price that is more than the net asset value of the security determined on a redemption date specified in the prospectus or annual information form of the investment fund**.**

67. Section 10.4 is amended

(a) by replacing subsection (1.1) with the following:

(1.1) Despite subsection (1), an exchange-traded mutual fund that is not in continuous distribution must pay the redemption proceeds for securities that are the subject of a redemption order no later than 15 business days after the valuation date on which the redemption price was established.

(1.2) A non-redeemable investment fund must pay the redemption proceeds for securities that are the subject of a redemption order no later than 15 business days after the valuation date on which the redemption price was established.**,**

(b) in subsection (3) by replacing "A mutual fund" ***with*** "An investment fund"***, and***

(c) in subsection (5) by replacing "a mutual fund" ***with*** "an investment fund" ***and by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs.***

68. Section 10.5 is amended by replacing "shall" ***with*** "must" ***wherever it occurs.***

69. (1) Subsection 10.6(1) is amended

(a) by replacing "A mutual fund" ***with*** "An investment fund"***, and***

(b) by replacing "the mutual fund" ***with*** "the investment fund" ***wherever it occurs.***

(2) Subsection 10.6(2) is amended

(a) by replacing "A mutual fund" ***with*** "An investment fund"***,***

(b) by adding ", (1.1) or (1.2)" ***after*** "subsection 10.4(1)"***, and***

(c) by adding "or regulator" ***after*** "authority"***.***

(3) Subsection 10.6(3) is amended

(a) by replacing "A mutual fund shall" ***with*** "An investment fund must"***,***

(b) by replacing "the mutual fund" ***with*** "the investment fund"***, and***

(c) by replacing "authorities" ***with*** "authority or regulator"***.***

70. The heading in section 11.1 is amended by adding "and Service Providers" after "Distributors".

71. (1) Subsection 11.1(1) is replaced with the following:

(1) Cash received by a principal distributor of a mutual fund, by a person or company providing services to the mutual fund or the principal distributor, or by a person or company providing services to a non-redeemable investment fund, for investment in, or on the redemption of, securities of the investment fund, or on the distribution of assets of the investment fund, until disbursed as permitted by subsection (3),

(a) must be accounted for separately and be deposited in a trust account or trust accounts established and maintained in accordance with the requirements of section 11.3, and

(b) may be commingled only with cash received by the principal distributor or service provider for the sale or on the redemption of other investment fund securities.***.***

(2) Subsection 11.1(2) is amended

(a) by replacing "distributor or person" ***with*** "distributor, a person"***, and***

(b) ***by replacing*** "shall***" with "***, or a person or company providing services to the non-redeemable investment fund, must***".***

(3) Subsection 11.1(3) is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***",***

(b) ***by replacing*** "for the purpose of***" with "***for any of the following purposes:***",***

(c) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs, and***

(d) ***by deleting*** "or***" at the end of paragraph (b).***

(4) Subsection 11.1(4) is amended

(a) ***by replacing*** "shall***" with "***must***",***

(b) ***by replacing*** "the mutual funds***" with "***the investment funds***", and***

(c) ***by replacing*** "a mutual fund***" with "***an investment fund***".***

(5) Subsection 11.1(5) is amended

(a) ***by replacing*** "a mutual fund***" with "***an investment fund***", and***

(b) ***by replacing*** "the mutual fund***" with "***the investment fund***" wherever it occurs.***

72. Section 11.2 is amended by replacing "shall***" with "***must***" wherever it occurs.***

73. Section 11.3 is amended

(a) ***by replacing*** "dealer, or a person***" with "***dealer, a person***",***

(b) ***by adding*** "or a person or company providing services to an investment fund,***" before "***that deposits cash***",***

(c) ***by replacing*** "shall***" with "***must***",***

(d) ***in subparagraph (a)(iii) by replacing*** "dealer or of a person***" with "***dealer, of a person***" and by adding "***or of a person or company providing services to the investment fund,***" before "***and***", and***

(e) ***in subparagraph (a)(iv) by replacing*** "dealer, or of a person***" with "***dealer, of a person***" and by adding "***or of a person or company providing services to the investment fund;***" at the end of the subparagraph.***

74. Section 11.4 is amended

(a) by adding the following subsection immediately after subsection (1.2):

(1.3) Section 11.1 does not apply to CDS Clearing and Depository Services Inc.***, and***

(b) by replacing "shall***" with "***must***".***

75. Section 11.5 is amended

(a) by replacing "mutual fund***" with "***investment fund***" wherever it occurs, and***

(b) by replacing "shall***" with "***must***".***

76. Section 12.1 is amended by replacing "shall***" with "***must***" wherever it occurs.***

77. Section 14.1 is amended by replacing "shall***" with "***must***".***

78. Section 15.1 is amended

(a) by replacing "a mutual fund***" with "***an investment fund***",***

(b) by replacing "may***" with "***must***", and***

(c) by deleting "only***".***

79. Section 15.2 is amended

(a) in subsection (1) by replacing "no sales communication shall***" with "***a sales communication must not***",***

(b) in paragraph (1)(b) by adding ", as applicable,***" after "***the fund facts document***" and by replacing "***a mutual fund***" with "***an investment fund***", and***

(c) in subsection (2) by replacing "shall***" with "***must***".***

80. Section 15.3 is amended

(a) by replacing "shall***" with "***must***" wherever it occurs,***

(b) in subsection (1) by replacing "a mutual fund***" with "***an investment fund***",***

(c) in subsection (2) by replacing "15.6(a)***" with "***15.6(1)(a)***",***

(d) by adding the following subsection immediately after subsection (2):

(2.1) A sales communication for a non-redeemable investment fund that is restricted by paragraph 15.6(1)(a) from disclosing performance data must not provide performance data for any benchmark or investment, other than a non-redeemable investment fund under common management with the non-redeemable investment fund to which the sales communication pertains.***,***

(e) ***in subsection (5) by replacing "***a mutual fund***" with "***an investment fund***" and by replacing "***the mutual fund***" with "***the investment fund***",***

(f) ***in subsection (6) by deleting "***, either under National Policy Statement No. 39 or***", and***

(g) ***in subsection (7) by replacing "***mutual fund***" with "***investment fund***".***

81. ***(1) Subsection 15.4(1) is amended***

(a) ***by replacing "***shall***" with "***must***", and***

(b) ***by deleting "***principal distributor or participating***".***

(2) ***Subsection 15.4(2) is amended***

(a) ***by replacing "***shall***" with "***must***", and***

(b) ***by replacing "***mutual fund***" with "***investment fund***" wherever it occurs.***

(3) ***Subsection 15.4(3) is amended by replacing "***shall***" with "***must***".***

(4) ***Section 15.4 is amended by adding the following subsection immediately after subsection (3):***

(3.1) A sales communication, other than a report to securityholders, of a non-redeemable investment fund that does not contain performance data must contain a warning in substantially the following words:

[*If the securities of the non-redeemable investment fund are listed or quoted on an exchange or other market, state the following:*] "You will usually pay brokerage fees to your dealer if you purchase or sell [units or shares] of the investment fund on [*state the exchange or other market on which the securities of the investment fund are listed or quoted*]. If the [units or shares] are purchased or sold on [*state the exchange or other market*], investors may pay more than the current net asset value when buying [units or shares] of the investment fund and may receive less than the current net asset value when selling them."

[*State the following in all cases:*] "There are ongoing fees and expenses associated with owning [units or shares] of an investment fund. An investment fund must prepare disclosure documents that contain key information about the fund. You can find more detailed information about the fund in these documents. Investment funds are not guaranteed, their values change frequently and past performance may not be repeated."**.**

(5) The following subsections are amended by replacing "shall***" with "***must***":***

(a) subsection 15.4(4);

(b) subsection 15.4(5);

(c) subsection 15.4(6).

(6) Section 15.4 is amended by adding the following subsection immediately after subsection (6):

(6.1) A sales communication, other than a report to securityholders, of a non-redeemable investment fund that contains performance data must contain a warning in substantially the following words:

[*If the securities of the non-redeemable investment fund are listed or quoted on an exchange or other market, state the following:*] "You will usually pay brokerage fees to your dealer if you purchase or sell [units or shares] of the investment fund on [*state the exchange or other market on which the securities of the investment fund are listed or quoted*]. If the [units or shares] are purchased or sold on [*state the exchange or other market*], investors may pay more than the current net asset value when buying [units or shares] of the investment fund and may receive less than the current net asset value when selling them."

[*State the following in all cases:*] "There are ongoing fees and expenses associated with owning [units or shares] of an investment fund. An investment fund must prepare disclosure documents that contain key information about the fund. You can find more detailed information about the fund in these documents. The indicated rate[s] of return is [are] the historical annual compounded total return[s] including changes in [share or unit] value and reinvestment of all [dividends or distributions] and does [do] not take into account [*state the following, as applicable:*] [certain fees such as redemption fees or optional charges or] income taxes payable by any securityholder that would have reduced returns. Investment funds are not guaranteed, their values change frequently and past performance may not be repeated.”.

(7) The following subsections are amended by replacing “shall” *with* “must”*:*

(a) subsection 15.4(7);

(b) subsection 15.4(8);

(c) subsection 15.4(9).

(8) Subsection 15.4(10) is amended

(a) by replacing “a mutual fund” *with* “an investment fund”*,*

(b) by replacing “the mutual fund” *with* “the investment fund” *wherever it occurs, and*

(c) by replacing “shall” *with* “must”*.*

(9) Subsection 15.4(11) is amended by replacing “shall” *with* “must”*.*

82. Section 15.5 is amended

(a) in subsection (1) by replacing “No person or company shall” *with* “A person or company must not”*, and*

(b) by replacing “shall” *with* “must” *wherever it occurs.*

83. Section 15.6 is replaced with the following:

15.6 Performance Data - General Requirements

(1) A sales communication pertaining to an investment fund or asset allocation service must not contain performance data of the investment fund or asset allocation service unless all of the following paragraphs apply:

(a) one of the following subparagraphs applies:

(i) in the case of a mutual fund, either of the following applies:

(A) the mutual fund has distributed securities under a prospectus in a jurisdiction for a period of at least 12 consecutive months;

(B) the mutual fund previously existed as a non-redeemable investment fund and has been a reporting issuer in a jurisdiction for a period of at least 12 consecutive months;

(ii) in the case of a non-redeemable investment fund, the non-redeemable investment fund has been a reporting issuer in a jurisdiction for at least 12 consecutive months;

(iii) in the case of an asset allocation service, the asset allocation service has been operated for at least 12 consecutive months and has invested only in participating funds each of which has distributed securities under a prospectus in a jurisdiction for at least 12 consecutive months;

(iv) if the sales communication pertains to an investment fund or asset allocation service that does not satisfy subparagraph (i), (ii) or (iii), the sales communication is sent only to one of the following:

(A) securityholders of the investment fund or participants in the asset allocation service;

(B) securityholders of an investment fund or participants in an asset allocation service under common management with the investment fund or asset allocation service;

(b) the sales communication includes standard performance data of the investment fund or asset allocation service and, in the case of a written sales communication, the standard performance data is presented in type size that is equal to or larger than that used to present the other performance data;

(c) the performance data reflects or includes references to all elements of return;

(d) except as permitted by subsection 15.3(3), the sales communication does not contain performance data for a period that is,

(i) in the case of a mutual fund, before the time when the mutual fund offered its securities under a prospectus;

(ii) in the case of a non-redeemable investment fund, before the non-redeemable investment fund was a reporting issuer;

(iii) in the case of an asset allocation service, before the asset allocation service commenced operation.

(2) Despite subparagraph (1)(d)(i), a sales communication pertaining to a mutual fund referred to in clause (1)(a)(i)(B) that contains performance data of the mutual fund must include performance data for the period that the fund existed as a non-redeemable investment fund and was a reporting issuer..

84. Section 15.7 is amended by replacing "shall" ***with*** "must"***.***

85. The Instrument is amended by adding the following section immediately after section 15.7:

15.7.1 **Advertisements for Non-Redeemable Investment Funds** – An advertisement for a non-redeemable investment fund must not compare the performance of the non-redeemable investment fund with any benchmark or investment other than any of the following:

(a) one or more non-redeemable investment funds that are under common management or administration with the non-redeemable investment fund to which the advertisement pertains;

(b) one or more non-redeemable investment funds that have fundamental investment objectives that a reasonable person would consider similar to the non-redeemable investment fund to which the advertisement pertains;

(c) an index..

86. (1) Subsection 15.8(2) is amended

(a) by replacing "asset allocation service or to a mutual fund" ***with*** "asset allocation service, or to an investment fund"***,***

(b) by replacing "may" ***with*** ", must not"***,***

(c) by replacing "only if" ***with*** "unless,"***,***

(d) by replacing paragraph (a) with the following:

(a) to the extent applicable, the standard performance data has been calculated for 10, 5, 3 and one year periods,

(a.1) in the case of a mutual fund that has been offering securities by way of prospectus for more than one and less than 10 years, the standard performance data has been calculated for the period since the inception of the mutual fund,

(a.2) in the case of a non-redeemable investment fund that has been a reporting issuer for more than one and less than 10 years, the standard performance data has been calculated for the period since the inception of the non-redeemable investment fund, and***, and***

(e) in paragraph (b) by replacing "paragraph (a)***" with "***paragraphs (a), (a.1) and (a.2)***".***

(2) Subsection 15.8(3) is amended

(a) by replacing "may***" with "***must not***",***

(b) by replacing "only if***" with "***unless,***",***

(c) by replacing paragraph (a) with the following:

(a) to the extent applicable, the standard performance data has been calculated for 10, 5, 3 and one year periods,

(a.1) in the case of a mutual fund that has been offering securities by way of prospectus for more than one and less than 10 years, the standard performance data has been calculated for the period since the inception of the mutual fund,

(a.2) in the case of a non-redeemable investment fund that has been a reporting issuer for more than one and less than 10 years, the standard performance data has been calculated for the period since the inception of the non-redeemable investment fund, and***, and***

(d) in paragraph (b) by replacing "paragraph (a)***" with "***paragraphs (a), (a.1) and (a.2)***".***

(3) Subsection 15.8(4) is amended by replacing "shall***" with "***must***".***

87. Section 15.9 is amended

(a) by replacing "the mutual fund***" with "***the investment fund***" wherever it occurs,***

(b) by replacing "shall***" with "***must***" wherever it occurs,***

(c) by replacing "a mutual fund***" with "***an investment fund***",***

(d) ***by replacing*** "another mutual fund" ***with*** "another investment fund"***, and***

(e) ***by replacing*** "other mutual fund" ***with*** "other investment fund"***.***

88. Section 15.10 is amended

(a) ***by replacing*** "a mutual fund" ***with*** "an investment fund" ***wherever it occurs,***

(b) ***by replacing*** "shall" ***with*** "must" ***wherever it occurs,***

(c) ***in subsection (1) by replacing*** "section" ***with*** "Part"***,***

(d) ***in subsection (2) by replacing the definition of*** "standard performance data" ***with the following:***

"standard performance data" means, as calculated in each case in accordance with this Part,

(a) for a money market fund, either of the following:

(i) the current yield;

(ii) the current yield and effective yield, if the effective yield is reported in a type size that is at least equal to that of the current yield, and

(b) for any investment fund other than a money market fund, the total return;***, and***

(e) ***by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs.***

89. Section 15.11 is amended

(a) ***by replacing*** "shall" ***with*** "must" ***wherever it occurs,***

(b) ***by replacing*** "a mutual fund" ***with*** "an investment fund"***,***

(c) ***by replacing*** "the mutual fund" ***with*** "the investment fund" ***wherever it occurs, and***

(d) ***by replacing item 6 of subsection (1) with the following:***

6. In the case of a mutual fund, a complete redemption occurs at the end of the performance measurement period so that the ending

redeemable value includes elements of return that have been accrued but not yet paid to securityholders.

7. In the case of a non-redeemable investment fund, a complete redemption occurs at the net asset value of one security at the end of the performance measurement period so that the ending redeemable value includes elements of return that have been accrued but not yet paid to securityholders..

90. Section 15.12 is amended by replacing "shall" ***with*** "must".

91. Section 15.13 is amended

(a) in subsection (1) by replacing "mutual fund shall" ***with*** "investment fund must"***, and***

(b) by replacing subsection (2) with the following:

(2) A communication by an investment fund or asset allocation service, its promoter, manager, portfolio adviser, principal distributor, participating dealer or a person providing services to the investment fund or asset allocation service must not describe the investment fund as a commodity pool or as a vehicle for investors to participate in the speculative trading of, or leveraged investment in, derivatives, unless the investment fund is a commodity pool as defined in National Instrument 81-104 *Commodity Pools*..

92. The heading in section 15.14 is amended by replacing "Mutual Funds" ***with*** "Investment Funds".

93. Section 15.14 is amended

(a) by replacing "a mutual fund" ***with*** "an investment fund"***, and***

(b) by replacing "shall" ***with*** "must" ***wherever it occurs.***

94. Section 18.1 is amended

(a) by replacing "A mutual fund" ***with*** "An investment fund",

(b) by replacing "shall" ***with*** "must"***, and***

(c) by replacing "the mutual fund" ***with*** "the investment fund" ***wherever it occurs.***

95. Section 18.2 is amended

(a) by replacing subsection (1) with the following:

(1) An investment fund that is not a corporation must make, or cause to be made, the records referred to in section 18.1 available for inspection, free of charge, during normal business hours at its principal or head office by a securityholder or a representative of a securityholder, if the securityholder has agreed in writing that the information contained in the register will not be used by the securityholder for any purpose other than either of the following:

(a) in the case of a mutual fund, attempting to influence the voting of securityholders of the mutual fund or a matter relating to the relationships among the mutual fund, the members of the organization of the mutual fund, and the securityholders, partners, directors and officers of those entities;

(b) in the case of a non-redeemable investment fund, attempting to influence the voting of securityholders of the non-redeemable investment fund or a matter relating to the relationships among the non-redeemable investment fund, the manager and portfolio adviser of the non-redeemable investment fund and any of their affiliates, and the securityholders, partners, directors and officers of those entities.***, and***

(b) in subsection (2) by replacing “A mutual fund shall***” with “***An investment fund must***” and by replacing “***the mutual fund***” with “***the investment fund***” wherever it occurs.***

96. Subsection 19.2(3) is amended by replacing “shall***” with “***must***”.***

97. Subsection 19.3(1) is amended by replacing “;***” with “***.***”.***

98. (1) Section 20.4 is amended

(a) by renumbering it as subsection 20.4(1), and

(b) by replacing “2.3(b)***” with “***2.3(1)(b)***”.***

(2) Section 20.4, as amended by subsection (1), is amended by adding the following subsection:

(2) If a non-redeemable investment fund has adopted fundamental investment objectives to permit it to invest in mortgages, paragraph 2.3(2)(b) does not apply to the non-redeemable

investment fund if the non-redeemable investment fund was established, and has a prospectus for which a receipt was issued, on or before September 22, 2014..

99. Appendix C is amended

(a) by replacing “British Columbia***” with “***All Jurisdictions***”,***

(b) by replacing “ s. 81 of the Securities Rules (British Columbia)***” with “***s. 13.6 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations****”,***

(c) by deleting “New Brunswick***” and “***s. 13.2 of Local Rule 31-501 *Registration Requirements****”, and***

(d) by deleting “Nova Scotia***” and “***s. 67 of the General Securities Rules***”.***

100. The Instrument is amended by adding the following appendices after Appendix C:

Appendix D

Investment Fund Conflict of Interest Investment Restrictions

Jurisdiction	**Securities Legislation Reference**
All Jurisdictions	ss. 13.5(2)(a) and (b) of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*
Alberta	ss. 185(2) and (3) of the *Securities Act* (Alberta)
British Columbia	s. 6(2) of BC Instrument 81-513 Self-Dealing
New Brunswick	s. 137(2) of the *Securities Act* (New Brunswick)
Newfoundland and Labrador	ss. 112(2), 112(3), 119(2)(a) and 119(2)(b) of the *Securities Act* (Newfoundland and Labrador)
Nova Scotia	ss. 119(2) and (3) of the *Securities Act* (Nova Scotia)
Ontario	ss. 111(2) and (3) of the *Securities Act* (Ontario)
Saskatchewan	ss. 120(2) and (3) of the *The Securities Act, 1988* (Saskatchewan)

Appendix E

Investment Fund Conflict of Interest Reporting Requirements

Jurisdiction	**Securities Legislation Reference**
Alberta	s. 191(1)(a) of the *Securities Act* (Alberta)
British Columbia	s. 9(a) of BC Instrument 81-513 *Self-Dealing*
New Brunswick	s. 143(1)(a) of the *Securities Act* (New Brunswick)
Newfoundland and Labrador	s. 118(1)(a) of the *Securities Act* (Newfoundland and Labrador)
Nova Scotia	s. 125(1)(a) of the *Securities Act* (Nova Scotia)
Ontario	s. 117(1)(a) of the *Securities Act* (Ontario)
Saskatchewan	s. 126(1)(a) of the *The Securities Act, 1988* (Saskatchewan).

Transition

101. (1) If a non-redeemable investment fund filed a prospectus on or before September 22, 2014,

(a) until September 21, 2015, sections 2.12 to 2.17 of National Instrument 81-102 *Mutual Funds* do not apply to the non-redeemable investment fund, and

(b) until March 21, 2016, sections 2.2, 2.3 and 2.5 of National Instrument 81-102 *Mutual Funds* do not apply to the non-redeemable investment fund.

(2) If a mutual fund filed a prospectus on or before September 22, 2014, until March 21, 2016, subsection 2.5(2) of National Instrument 81-102 *Mutual Funds*, as amended by subsection 11(2) of this Instrument, does not apply to the mutual fund if the mutual fund complies with subsection 2.5(2) of National Instrument 81-102 *Mutual Funds* as that provision was in force on September 21, 2014.

(3) Despite any amendments to the contrary in this Instrument, if a sales communication, other than an advertisement, was printed before September 22, 2014, the sales communication may be used until March 23, 2015.

Effective date

102. (1) Subject to subsection (2), this Instrument comes into force on September 22, 2014.

(2) Subsection 64(3) of this Instrument comes into force on January 1, 2015.

Alberta Securities Commission

AMENDMENTS TO NATIONAL INSTRUMENT 81-106
INVESTMENT FUND CONTINUOUS DISCLOSURE

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 14, 2014 pursuant to sections 223 and 224 of the Securities Act.

Amendments to National Instrument 81-106
Investment Fund Continuous Disclosure

1. ***National Instrument 81-106 Investment Fund Continuous Disclosure is amended by this Instrument.***

2. ***Subsection 1.2(3) is repealed.***

3. ***Section 1.3 is amended***

(a) ***by replacing subsection (2) with the following:***

(2) Terms defined in National Instrument 81-102 *Investment Funds* and used in this Instrument have the respective meanings ascribed to them in that Instrument.***, and***

(b) ***by adding the following subsection:***

(3) Terms defined in National Instrument 81-104 *Commodity Pools* or National Instrument 81-105 *Mutual Fund Sales Practices* and used in this Instrument have the respective meanings ascribed to them in those Instruments except that references in those definitions to "mutual fund" must be read as references to "investment fund".**.**

4. ***Paragraph 3.5(1)2(c) is amended by replacing "***National Instrument 81-102 *Mutual Funds****" with "***National Instrument 81-102 *Investment Funds****".***

5. ***Section 3.8 is amended by adding the following subsections:***

(4) An investment fund must include, in the notes to the financial statements, a reconciliation of the gross amount generated from the securities lending transactions of the investment fund to the revenue from securities lending disclosed in the statement of comprehensive income of the investment fund under item 4 of section 3.2.

(5) The disclosure referred to in subsection (4) must include each of the following:

(a) the name of each person or company who was entitled to receive payments out of the gross amount generated from the securities lending transactions of the investment fund;

(b) the amount each recipient named under paragraph (a) was entitled to receive;

(c) the aggregate of the amounts disclosed under paragraph (b) as a percentage of the gross amount generated from the securities lending transactions of the investment fund..

6. ***Subsection 14.2(2) is amended by replacing*** "National Instrument 81-102 Mutual Funds" ***with*** "National Instrument 81-102 *Investment Funds*".

7. ***The Instrument is amended by adding the following section:***

18.5.2 Securities Lending – For financial years beginning before January 1, 2016, an investment fund is not required to comply with subsections 3.8(4) and (5)..

8. ***Subsection 18.6(1) is amended by replacing*** "National Instrument 81-102 *Mutual Funds*" ***with*** "National Instrument 81-102 *Investment Funds*".

9. ***Item 4.1(1) of Form 81-106F1 is amended by replacing*** "National Instrument 81-102 Mutual Funds" ***with*** "National Instrument 81-102 *Investment Funds*".

10. ***Item 4.3(5) of Form 81-106F1 is amended by replacing*** "National Instrument 81-102" ***with*** "National Instrument 81-102 *Investment Funds*".

11. This Instrument comes into force on September 22, 2014.

Alberta Securities Commission

AMENDMENTS TO NATIONAL INSTRUMENT 81-107
INDEPENDENT REVIEW COMMITTEE for INVESTMENT FUNDS

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 14, 2014 pursuant to sections 223 and 224 of the Securities Act.

Amendments to National Instrument 81-107
Independent Review Committee for Investment Funds

1. National Instrument 81-107 Independent Review Committee for Investment Funds is amended by this Instrument.

2. In the following provisions "National Instrument 81-102 *Mutual Funds**" is replaced with "***National Instrument 81-102 *Investment Funds**":***

(a) subsection 3.10(6);

(b) paragraph 5.2(1)(a);

(c) paragraph 5.2(1)(c).

3. Subsection 6.2(2) is amended

(a) by replacing "mutual fund conflict of interest investment restrictions" ***with*** "investment fund conflict of interest investment restrictions"***, and***

(b) by replacing "a mutual fund" ***with*** "an investment fund"***.***

4. Subsection 6.2(3) is amended

(a) by replacing "mutual fund conflict of interest investment restrictions" ***with*** "investment fund conflict of interest investment restrictions"***, and***

(b) by replacing "National Instrument 81-102 *Mutual Funds**" with "***National Instrument 81-102 *Investment Funds**".***

5. Appendix A – Conflict of Interest or Self-Dealing Provisions is amended by replacing "National Instrument 81-102 *Mutual Funds**" with "***National Instrument 81-102 *Investment Funds**".***

6. This Instrument comes into force on September 22, 2014.

Service Alberta

Vital Statistics

Notice of Change of Personal Name

(Change of Name Act)

July 3, 2014
Tomecko, Joanne Mari Lucy to Phoenix, Jericho Luka
Huang, Jun Xi to Huang, Leo Junxi
Mehmed, Yuzdzhan Ismetk to Isik, Ozcan
Basharan Ashak, Zyulfiya Mehmed to Basaran Isik, Zulfiye
Ashak, Serkan Eren to Isik, Serkan Eren
Ashak, Sevdzhan to Isik, Sevcan Esin
Chen, Yuan to Chen, Robin Yuan
Jrist, Aramyl Maatius to Exton, Avery Jak Matthew
Faid, Cayle Robert to Faid, James Cayle
Nhial, Garang Deng to Garang, Garang Deng
Matyakin, Andrey to Gaponovitch, Andrey
Adin, Tristan Robert to Snow, Tristan Robert Adin
Bryanton, Vonita Lorraine Michelle to Weber, Vonita Michelle
Whaley Shewchuk, Declan John to Shewchuk, Declan John
Martin, Skyler Sophia to Weigel, Skyler Sophia
Evans, Silas Paul to Evans-Bouchard, Silas Paul
Martineau, Emily Toni to Jeong, Ellie Eunmi
Klvac, Logan Bailey to Lane, Logan Bailey
Klvac, Lillian Hope to Lane, Lily Hope
Tesfagabir, Alazar Mulugeta to Mulugeta, Alazar Habte
Tesfagabir, Hermela Mulugeta to Mulugeta, Hermela Habte
Tesfagabir, Nohemit Mulugeta to Mulugeta, Nohamit Habte

July 7, 2014
MacDonald, Meagan Danielle to Nussey, Maegan Danielle
Russell, Saoule to Russell, Saule
Khvoinova, Tatiana P to Grant, Nicole Tatiana
Solowoniuk, Lily Zoelle to Smith, Lily Zoelle
Poudrier, Amy Jean to Haworth, Amy Jean
Morrison, Taylor Gordon to Valentine, Clyde Etka
Bilyk, Marta Anna to Bilyk, Maja Marta Anna
Butcher, Peter Eric Stev to Ericson, Peter Steven

July 8, 2014
Waller, David John Burke to White, Jonathan David
Alabi, Shalewa Tosin to Alabi, Abosede Folashade
Wiebe, Franz Peters to Peters, Franz
Sharma, Deepankur to Sharma, Deepak

July 9, 2014
Daniels, Ethan Chance Sean to Daniels Beaver, Ethan Chance Sean

Sites, Skyller Everett to Bucsis, Skyller Arizala
Lorenzen, Xanth David to Girard, Xanth David

July 10, 2014
Habteselassie, Tekalgn Mamo to Habteselassie, Legese Mamo
Heintz, Treston Adam to Brandle, Treston Adam
Schallhorn, Nicholas Steven to Shibley, Nicholas Steven
Aguirre, Dylan Julian Antunez to Aguirre Antunez, Dylan Julian
Gill, Rupinder Kaur to Kaur, Harrang
Tesfamicheal Gebreki, Muluberhan to Gebrekidan, Muluberhan T. Michael
Gebrehiwot, Mihret Girmay to Gebrehiwot, Freweini Zeray
Tesfamicheal, Saron Muluberha to Tesfamichael, Saron Muluberhan

July 11, 2014
Hart, Anthony David to Hart, Antony David
Chalifoux, Elizabeth Emilie to Chalifoux, Emily Marie Elizabeth
Saad, Kareem Emad You to Saad, Christian
Batty, Owen Lief William to Olsonberg, Owen Lief
Tonsi, Kiera Lexi to Doran, Kiera Lexi
Moosewah, Hunter James to Omeasoo, Hunter James
Burton, Ryder Joseph Winston to Ceelen, Ryder Joseph Winston
Ouellette Harasem, Stephanie Christine to Ouellette, Stephanie Christine
Moore, Sarah Elizabeth to Moore, James Kieran
Abdul-Karim-Rahime, Hadi to Abdul-Karim, Hadi
Flores Jimenez, Gabriela Berenice to Jimenez, Gabriela
Robinson, Benjamin Tirian to Robinson, Mittt Tirian
Auger, Mona Elaine to Ominayak-Auger, Mona Andie
Mishak, Austin Joshua Ross to Waldron, Austin Ross Murdoch
Blackmore, Laura-Leigh Michelle to Blackmore, Laura-Lee Michelle
Lishchynsky, Danielle Cory to Ewashko, Danielle Cory

July 14, 2014
Komick, Heather Marie to Eckert, Heather Marie
Ouellette, Kaden Brian Richard to Ebbett-Ouellette, Kaden Brian Richard
Melanie Cozma, Anisoara Atena to Cozma, Anisoara Atena
Melanie Cozma, Octavian to Cozma, Octavian
Melanie-Cozma, Justin to Cozma, Justin
Naimi, Mohammadreza to Naimi, Reza
Afrazmand-Sarabi, Parmida to Solati, Paris Parmida
Somers, Molly Samantha Marie to Icke, Molly Samantha Marie
Pettit, Kyle Rodney to O'Callaghan, Kyle Rodney
Yirko, Manaye Nedy to Bedada, Manaye Nedy
Tames Lopez, Roberto Benjamin to Thames, Benjamin
Littke, Alysia Marie to Littke, Jace William Kent
Devine, Michael Joseph to Onespot, Michael Joseph
Selvakumar, Lathieikumar to Selvakumar, Latheip Kobe Aaru
Weaver, Ariel Katelyn to Freeman, Ariel Katelyn
McKillop, Neavaya Shaylee Joy to Freeman, Neavaya Shaylee Joy
Summers, Elaine to Wong, Ilene

July 16, 2014
Jagroop Singh, Individual has only one name to Garcha, Jagroop Singh
Gui, Qiong to Gui, Joanne Qiong
Issack, Abdifatah Omar to Issack, Noor Omar
Mahor, Keisha Arianna Antle to Vasquez, Keisha Arianna
Lansdown, Darcy B.J. McIntosh to McEpplan, Darcy B.J.
Platts, Kathryn Adrienne to Reen, Kathryn Adrienne

July 17, 2014
Koerner, Richard Wesley to Mitchell, Richard Wesley
Pawlick, Mya Marie to Boughton, Mya Marie
Kuzenkov, Vyacheslav to Olaru, Cheslav Hans
Favis, Cherr-Win Castro to Favis, Cherr Win Castro
Whitehead, Kyle Shawn to Selk, Kyle Shawn
Shurmer, Barbara Jean to Hales, Alandria
Chant, Nolan Lucas Abram to Campeau, Nolan Lucas Abram
Hassan Abo Elnaga, Tariq Nabil to Elnaga, Tariq Nabil
Fairweather, Raymond Joseph Ronald to Fairweather, Joseph Ronald
Alhadi, Maryam to Aljadi, Maryam Alhadi
Addo, Sarah to Noye, Sarah
Kuntz, Amanda Evelyn Mary to Schlenker, Amanda Evelyn Mary
Taylor-Daley, Austin Emmanuel to McQueen, Ozzy Emmanuel
Dsouza, Ravi to D'Souza, Ryan Sebastian
Dsouza, Niyati to D'Souza, Nancy Ryan

July 18, 2014
Hancock, Johnathan Frederick to Cole, Johnathan Frederick
Harris, Jody Lynn to Hunter, Stassi Jodie
Yanga, Leena Alex M to Laku, Leena Felix Yuggu
McGowan, Zen Isaiah to Kachuk-McGowan, Zen Isaiah
Andre-Squires, Brandon Allan James to Squires, Brandon Allan James
Andre-Squires, Alyssa Elizabeth to Squires, Alyssa Elizabeth
Omon-Anolu, Osemaren Kellon to Schalk, Kellon Osemare
Jimenez Murcia, Josefa Matilde to Claus, Matilde
Claus Jimenez, Sofia to Claus, Sofia
Claus Jimenez, Olivia to Claus, Olivia
Darcy, Mugabo Shema to Mugabo, Shema Darcy
Anderson, Calyan Anilah Rhea to Anderson, Calyan Ophelia Rose

July 22, 2014
Tonn, Myrtho Guillaume to Tonn, Evan Myrtho Edward
Tonn, Myrthane Guillaume to Tonn, Faith Myrthane Grace
Huang, Jian Lin to Wong, Kenneth Jian
BigPlume, Tallis Jay to Jacobs, Tallis Jay
Kami, Bhabi Lal to Ramdham, Bhabi
Smith, Nathan David to Wieb, Nathan David
Baig, Mirza Sarwar to Baig, Ali
Bouwsema, Cole David to Bailey, Cole David Bouwsema
Poore, Carolin Ellen to Poore, Carolyn Ellen
Erdell, Seanna Cassandra to Thompson, Seanna Cassandra

Muir, Kallie Mae to Fraser, Kallie Mae
Wako, Amanuel Dereje to Emmett, Emmanuel Leo
Drescher, Jezzat Dawn to Loudon, Ziterah
Glauser-Paik, Brady Stephen to Glauser, Brady Stephen
Glauser-Paik, Sophie Rae to Glauser, Sophie Rae
Squires, Lorraine Michelle to Squires, Alexander Matthew
Li, Anrong to Li, Ariel Anrong
Tran, Kassandra Kim to Tran-Ng, Kassandra Kim

July 23, 2014
Farrington Jr, Wenzel Martin to Farrington, Carmen Jordan
Irvine Dzeyuo Atumkezeh Tegha, Individual has only name to Tegha, Irvine Dzeyuo Atumkezeh

July 28, 2014
Daku, Tyler Peter Frank to Wirll, Tyler Peter Frank
Bassarab, Brooke Elizabeth to Hart, Brooke Elizabeth
Quintal, Rodney David to Cinnamon, Rodney David
Manya, Vidhi to Pandey, Vidhi
Zakaeva, Diana to Harris, Diana
Dhaliwal, Gurdeep Singh to Singh, Gurdeep
Mustus, June Eileen Marie to Mustus, Eileen Joan
Devine, Gina Rae to Onespot, Gina Rae
Janik, Angelica Josephine to Janik, Agnieszka Josephine
Lian, Winnie Hui-Qing to Li, Winnie Hui-Qing
Hussain, Afshan to Butt, Afshan
Baraby, Marie-Claude Anne to Milano, Miliana
Youdom, Individual Has Only One Name to Youdom, Jean Spliant
Weichinger, Jorge to Weichinger, Josh
Jara, Hector Patricio to Diaz, Hector Patricio
Muzafar, Iqbal to Iqbal, Muzafar
Sun, Ming Wei to Wang, William
Paige, Miyako Charlie to Kanomata, Miyako Charlie Paige
Lon-Clark, Angela to Lon-Yip, Angela
Rimmer, Derek John to Knight, Xavier Derek
Jersey, Rileigh Louise to Jersey-LaRocque, Rileigh Louise
Neddow-Strome, Travis Grant to Strome, Travis Grant
Hawkings, Brooke Angelina to Wright, Brooke Angelina Hawkings
Foster, Glenn David to Foster, Rhiannon Dawn
Veroba Wilson, Alyssa Jordan to Wilson, Alyssa Jordan
Alibhai, Alizeinulabidin to Toprawalla, Alizainulabidin Abbas
Singh, Gurjinder to Waraich, Gurjinder Singh
George, Bradyn Tyler to Jones, Bradyn Tyler
Gummesen, Robert Raymond to Lawless, Robert Alan
Kurian, Evin to George, Evin Kurian
Kurian, Edvin to George, Edvin Kurian
McEwan, Dallas Kenneth James to Lukin, Dallas Kenneth James
Negash, Yohannes Taye to Taye, Yohannes Negash

July 30, 2014
Eum, YoonJung to Eum, Esther Yoonjung
Hryniuk, James Shiloh to Adams, James Shiloh
Hryniuk, Audrina Elise to Adams, Audrina Elise
Bokalo, Keaton George to Lamoureux, Keaton George
Vliet, Jenika Myrita to O'Toole, Jenika Myrita
Quintin, Mason Richard to McDonald, Mason Richard
Curtis, Bryson Kenneth Kruz to Patton, Bryson Kenneth Kruz
Heaphy, Catrina Anne S. to Lafleur, Catrina Anne S.
Rajaram, Rajagopal to Aiyer, Raja
Rajaram, Vanitha to Aiyer, Vanitha
Rajaram Iyer, Subhashree to Aiyer, Shree
Iyer, Advika Rajaram to Aiyer, Advika
Sabanshiyev, Mauletkhan to Sabanshi, Maulet
Sabanshiyeva, Assel to Sabanshi, Asel
Sabanshiyev, Temirlan to Sabanshi, Temirlan
Sabanshiyeva, Laura to Sabanshi, Laura
Rudd, Christopher Lynden to Rudd, Krissa Lindsey

July 31, 2014
McAndrews, Christel Maria Nicole to McAndrews, Elle Maria Nicole
Slippery, Stuart Randall to Desjarlais, Randall
Leung, Caleb to Leung, Caleb Ga
Jellow, Stefan Robert to Jellsen, Stefan Robert
Salamah, Kinan to Hewitt, Kinan
Joseph Challackal, Jophin to Joseph Challackaal, Jophin
Thomas, Princy to J Thomas, Princyy
Stevenson, Brett Alexander to Taylor, Brett Alexander
Rockarts, Coehin Preston to Mallet, Coehin Preston

Treasury Board and Finance

New Company Notice

Notice is hereby given that **Certas Home and Auto Insurance Company** became licensed to transact Automobile, Fidelity, Liability, Property, and Surety insurance on July 29, 2014.

Laurie Balfour, *Acting Deputy Superintendent of Insurance.*

ADVERTISEMENTS

Notice of Name Change

Notice is hereby given pursuant to the St. Mary's College Act, S.A. 1986 c. 46, as amended by the St. Mary's College Amendment Act, 2004 (Private Bill Pr1), that St. Mary's University College intends to change its name to St. Mary's University effective September 18, 2014.

Dated at Calgary, Alberta August 11, 2014

St. Mary's University College
c/o Helen Kominek, PhD
Secretary to the Board of Governors
14500 Bannister Rd SE
Calgary, Alberta, T2X 1Z4

Public Sale of Land

(Municipal Government Act)

Clearwater County

Notice is hereby given that under the provisions of the Municipal Government Act, Clearwater County will offer for sale, by public auction, in the Municipal Office, 4340 – 47th Avenue, Rocky Mountain House, Alberta, on Monday, November 3, 2014, at 10:00 a.m., the following lands:

Legal	Lot	Block	Plan	C. of T.
NW 30-37-6 W5M	1	1	0823746	082272197
NE 36-36-7 W5M	1	1	0627452	072065953

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The County may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque
Deposit: 10% of bid at the time of the sale, November 3, 2014
Balance: 90% of bid within 30 days of receipt by the County

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Rocky Mountain House, Alberta, August 1, 2014.

Ron Leaf, *Municipal Manager*.

County of Warner No. 5

Notice is hereby given that under the provisions of the Municipal Government Act, the County of Warner No. 5 will offer for sale, by public auction, at the Administration Office, Warner, Alberta, on Thursday, October 30, 2014, at 9:00 a.m., the following lands:

Lot	Block	Plan
1	9	5173AA
2	9	5173AA
3	9	5173AA
OT	9	5173AA

The parcels will be offered for sale subject to a reserve bid and to the reservations contained in the existing certificate of title.

The County of Warner No. 5 may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: cash

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the date of the sale.

Dated at Warner, Alberta, August 12, 2014.

Shawn Hathaway, *County Administrator*.

Town of Claresholm

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Claresholm will offer for sale, by public auction, in the Town of Claresholm Administration Office, Claresholm, Alberta, on Wednesday, October 15th, 2014, at 9:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
4	3	147N	041432562

This parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title. The Town of Claresholm may, after the public auction, become the owner of any parcel of land not sold at the public auction.

The lands are being offered for sale on an “as is, where is” basis, and the Town of Claresholm makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence of presence of environmental contamination, vacant possession, or the developability of the lands for any intended use by the successful bidder. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel of land. No terms or conditions of sale will be considered other than those specified by the Town of Claresholm. No further information is available at the auction regarding the lands to be sold.

The Town of Claresholm may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque. Deposit: 10% of bid at the time of the sale, October 15th, 2014. Balance: 90% of bid within 30 days of receipt by the Town of Claresholm. Goods and Services Taxes (GST) are applicable per Federal statutes.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Claresholm, Alberta, August 30th, 2014.

Jeff Gibeau, *Acting CAO*.

Town of Claresholm

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Claresholm will offer for sale, by public auction, in the Town of Claresholm Administration Office, Claresholm, Alberta, on Wednesday, October 15th, 2014, at 9:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
1	1	1014361	101341218
2	1	1014361	101341218001
3	1	1014361	101341218002
4	1	1014361	101341218003
5	1	1014361	101341218004
6	1	1014361	101341218005
7	1	1014361	101341218006
8	1	1014361	101341218007
9	1	1014361	101341218008
10	1	1014361	101341218009
11	1	1014361	101341218010
12	1	1014361	101341218011

13	1	1014361	101341218012
14	1	1014361	101341218013
15	1	1014361	101341218014
16	1	1014361	101341218015
1	2	1014361	101341218016
2	2	1014361	101341218017
3	2	1014361	101341218018
4	2	1014361	101341218019
5	2	1014361	101341218020
6	2	1014361	101341218021
7	2	1014361	101341218022
8	2	1014361	101341218023
9	2	1014361	101341218024
10	2	1014361	101341218025
11	2	1014361	101341218026
12	2	1014361	101341218027
13	2	1014361	101341218028
14	2	1014361	101341218029
1	3	1014361	101341218030
2	3	1014361	101341218031
3	3	1014361	101341218032
4	3	1014361	101341218033
5	3	1014361	101341218034
6	3	1014361	101341218035
7	3	1014361	101341218036
8	3	1014361	101341218037
9	3	1014361	101341218038
10	3	1014361	101341218039
11	3	1014361	101341218040
12	3	1014361	101341218041
13	3	1014361	101341218042
14	3	1014361	101341218043

15	3	1014361	101341218044
16	3	1014361	101341218045
17	3	1014361	101341218046
18	3	1014361	101341218047
19	3	1014361	101341218048
20	3	1014361	101341218049
15	2	1014361	101341218051
16	2	1014361	101341218052
17	2	1014361	101341218053
18	2	1014361	101341218054
19	2	1014361	101341218055
20	2	1014361	101341218056
21	2	1014361	101341218057
22	2	1014361	101341218058

The Town of Claresholm will only accept land sale offers for a single tract of land, totaling 10 acres, more or less, comprising all 58 parcels. The sale is subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title. The Town of Claresholm may, after the public auction, become the owner of any parcel of land not sold at the public auction.

The lands are being offered for sale on an "as is, where is" basis, and the Town of Claresholm makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence of presence of environmental contamination, vacant possession, or the developability of the lands for any intended use by the successful bidder. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel of land. No terms or conditions of sale will be considered other than those specified by the Town of Claresholm. No further information is available at the auction regarding the lands to be sold.

The Town of Claresholm may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque. Deposit: 10% of bid at the time of the sale, October 15th, 2014. Balance: 90% of bid within 30 days of receipt by the Town of Claresholm. Goods and Services Taxes (GST) are applicable per Federal statutes.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Claresholm, Alberta, August 30th, 2014.

Jeff Gibeau, *Acting CAO*.

Town of Redwater

Notice is hereby given that under the provisions of the Municipal Government Act, the Town of Redwater will offer for sale, by public auction, in the office of the Town of Redwater, 4924-47 Street, Redwater, Alberta, on Tuesday, October 21, 2014, at 10:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
5	4	1473HW	112 173 817
2	2	2943HW	832 036 986

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The land is being offered for sale on an "as is, where as" basis and the Town of Redwater makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the purchaser.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the Town of Redwater. No further information is available at the auction regarding the land to be sold.

The Town of Redwater may become the owner of any parcel of land that is not sold at the public auction, immediately after the public auction.

Terms: Cash or Certified Cheque, payable immediately following the public auction. GST will apply to all applicable lands.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Redwater, Alberta, July 2, 2014.

Debbie Hamilton, *Town Manager*.

Town of Stettler

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Stettler will offer for sale, by public auction, in the Town of Stettler Municipal Office, 5031 – 50 Street, Stettler, Alberta, on Tuesday, October 14, 2014, at 1:00 p.m., the following lands:

Lot	Block	Plan	C of T
22	12	9524848	972162791
Pt. 32	7	6217AH	952160968
4	2	943MC	072067998

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The land is being offered for sale on an "as is, where is" basis, and the Town of Stettler makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the purchaser.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered, other than those specified by the Town. No further information is available at the auction regarding the land to be sold.

Terms: Cash or Certified Cheque

The Town of Stettler may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Stettler, Alberta, August 30, 2014.

Steven Gerlitz, *Assistant Chief Administrative Officer*.

Town of Turner Valley

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Turner Valley will offer for sale, by public auction, at Town of Turner Valley Administration Office, Turner Valley, Alberta, on Wednesday, November 5, 2014, at 1:00 p.m., the following lands:

Lot	Block	Plan	Title Number
7	11	3603FD	991 191 209
27	4	3603FD	091 032 062
2	1	0815098	101 213 358
5	2	7910635	081 377 995

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

This land is being offered for sale on an "as is, where is" basis. The Town of Turner Valley makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the Purchaser. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel.

The Town of Turner Valley may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Turner Valley, Alberta, August 5, 2014.

Barry Williamson, *Chief Administrative Officer*.

Village of Clive

Notice is hereby given that, under the provisions of the Municipal Government Act, the Village of Clive will offer for sale, by public auction, in the Council Chambers of the Village office (5115 – 50 Street), Clive, Alberta, on Thursday, November 6th, 2014, at 10:00 a.m., the following lands:

Lot	Block	Plan	Title
4	25	RN48	812 222 078
79	35	0821702	082 384 207

These parcels will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The land is being offered for sale on an "as is, where is" basis, and the Village of Clive makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, vacant possession or the developability of the subject land for any intended use by the successful bidder.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel of land. No terms or conditions of sale will be considered other than those specified by the Village of Clive. No further information is available at the auction regarding the lands or buildings to be sold.

Terms: Cash, certified cheque or bank draft in the amount of 10% of the bid must accompany each bid. The balance of an accepted bid must be received within 30 days of the date of Public Auction or the deposit will be forfeited and the Village will consider the next bid.

The Village of Clive may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at the Village of Clive, Alberta, August 11, 2014.

Carla Kenney, *Chief Administrative Officer*.

NOTICE TO ADVERTISERS

The Alberta Gazette is issued twice monthly, on the 15th and last day.

Notices and advertisements must be received ten full working days before the date of the issue in which the notices are to appear. Submissions received after that date will appear in the next regular issue.

Notices and advertisements should be typed or written legibly and on a sheet separate from the covering letter. An electronic submission by email or disk is preferred. Email submissions may be sent to the Editor of The Alberta Gazette at albertagazette@gov.ab.ca. The number of insertions required should be specified and the names of all signing officers typed or printed. Please include name and complete contact information of the individual submitting the notice or advertisement.

Proof of Publication: Statutory Declaration is available upon request.

A copy of the page containing the notice or advertisement will be mailed to each advertiser without charge.

The dates for publication of Tax Sale Notices in The Alberta Gazette are as follows:

Issue of	*Earliest date on which sale may be held*
September 15	October 26
September 30	November 10
October 15	November 25
October 31	December 11
November 15	December 23
November 29	January 2
December 15	January 25
December 31	February 10
January 15	February 25
January 31	March 13
February 14	March 27
February 28	April 10

The charges to be paid for the publication of notices, advertisements and documents in The Alberta Gazette are:

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(Toll free in Alberta by first dialing 310-0000)

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www.qp.alberta.ca

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