The Alberta Gazette

Part I

Vol. 111 Edmonton, Saturday, August 15, 2015 No. 15

TERMINATIONS

Termination of Non-Presiding Justices of the Peace

(Justice of the Peace Act)

June 24, 2015

Banks, Sarissa Taylor of Grande Prairie
Clark, Allyson Ora of Lethbridge
Clouthier, Niki Natasha of St. Paul
Daley, Abbie Maria of Calgary
Down, Alycia-Ray of Edmonton
Kreway, Wendy Mary of Edmonton
Romanko, Valerie Ann of Edmonton
Turcotte, Barbara Ann of High Prairie
Zub, Camille Nicole of Edmonton

GOVERNMENT NOTICES

Culture and Tourism

Order Designating Provincial Historic Resource

(Historical Resources Act)

File: Des. 2354
MO 17/15 C&T

I, David Eggen, Minister of Culture and Tourism, pursuant to Section 20(1) of the *Historical Resources Act*, RSA 2000 cH-9, **hereby**:

1. **Designate** the site known as the:

   McDougall United Church, together with the land legally described as:

   Plan 9825826
   Block F
   excepting thereout all mines and minerals

and municipally located in the City of Edmonton, Alberta

as a **Provincial Historic Resource**,

2. Give notice that pursuant to Section 20, Subsection (9) of that Act, no person shall destroy, disturb, alter, restore, or repair any PROVINCIAL HISTORIC RESOURCE or remove any historic object from a PROVINCIAL HISTORIC RESOURCE without the written approval of the Minister.

3. Further give notice that the following provisions of Section 20, Subsections (11) and (12) of that Act now apply in case of sale or inheritance of the above mentioned resource:

    (11) *the owner of an historic resource that is subject to an order under subsection (1) shall, at least 30 days before any sale or other disposition of the historic resource, serve notice of the proposed sale or other disposition on the Minister*,

    (12) *when a person inherits an historic resource that is subject to an order under subsection (1), that person shall notify the Minister of the inheritance within 15 days after the historic resource is transferred to the person*.

Signed at Edmonton, Alberta, this 22nd day of June, 2015.

David Eggen, *Minister.*

Energy

Declaration of Withdrawal from Unit Agreement

(Petroleum and Natural Gas Tenure Regulations)

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown in right of Alberta has withdrawn as a party to the agreement entitled “Nevis Unit No. 1” effective June 30, 2015.

Raksha Acharya, *for Minister of 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 – Hussar Ellerslie Agreement” and that the Unit became effective on September 1, 2014.

EXHIBIT "A"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Hussar Ellerslie Agreement"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	4-20-25: 15 Ptn NE (covered by Lake)	0412110414	Crown	4.167	Husky Exxonmobil Harvard	60 25 15	2.500 1.042 .625
2.	4-20-25:15 Ptn NE (not covered by Lake)	PanCanadian	Cenovus Energy	51.389	Husky Exxonmobil Harvard	60 25 15	30.834 12.847 7.708
3	4-20-25:15 Ptn SE (covered by Lake)	0412110414	Crown	2.5	Husky Exxonmobil Harvard	60 25 15	1.500 .625 .375
4	4-20-25: 15 Ptn SE (not covered by Lake)	PanCanadian	Cenovus Energy	41.944	Husky Exxonmobil Harvard	60 25 15	25.166 10.486 6.292

Crown 6.667%
Freehold 93.333%

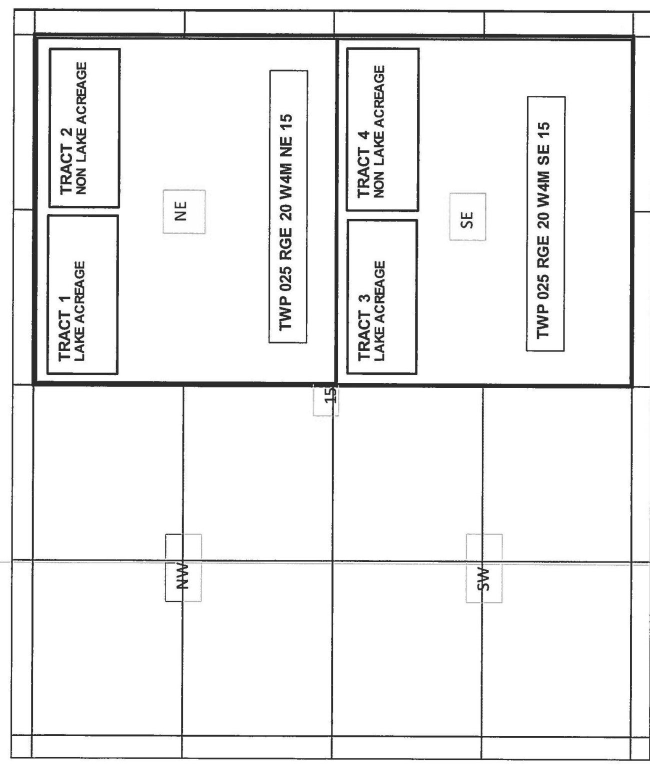
Working Interest Owners:

Husky Oil Operations Limited	60%
Exxonmobil Canada Energy	25%
Harvard Energy	15%

Effective as of the Effective Date

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Hussar Ellerslie Agreement"

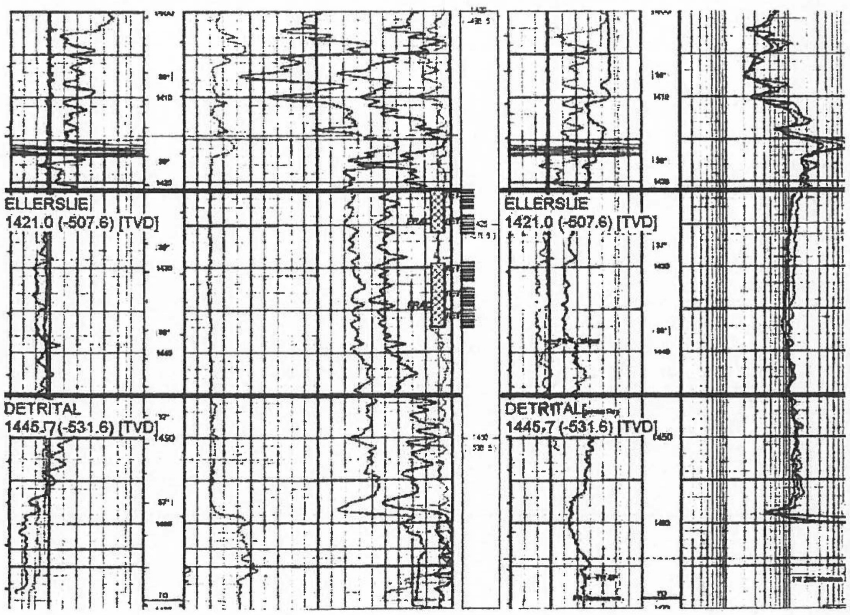


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Hussar Ellerslie Agreement"

02/15-15-025-20W4/00



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 – Mannville Lloydminister Agreement No. 6” and that the Unit became effective on August 1, 2014.

EXHIBIT "A"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Mannville Lloydminster Agreement No. 6"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	Twp 50 Rge 9 W4M Lsd 12 of Sec 25	PNG Lease dated February 27, 1969 between Canadian Pacific Oil & Gas Limited (as Lessor) and Sulpetro of Canada Ltd. (as Lessee)	Freehold Royalties Ltd. (Heritage – Fee Title Owner)	18.8807%	Perpetual Energy Operating Corp.	100%	18.8807%
2	Twp 50 Rge 9 W4M Lsd's 4 & 5 of Sec 25	PNG Lease dated February 27, 1969 between Canadian Pacific Oil & Gas Limited (as Lessor) and Sulpetro of Canada Ltd. (as Lessee)	Freehold Royalties Ltd. (Heritage – Fee Title Owner)	55.1533%	Perpetual Energy Operating Corp.	100%	55.1533%
3	Twp 50 Rge 9 W4M NW 24	36582	Crown 2.5% Royalty paid to: Perpetual Operating Trust 46.875% / TAQA North 53.125%	25.9660%	Perpetual Energy Operating Corp.	100%	25.9660%

Working Interest Owners:

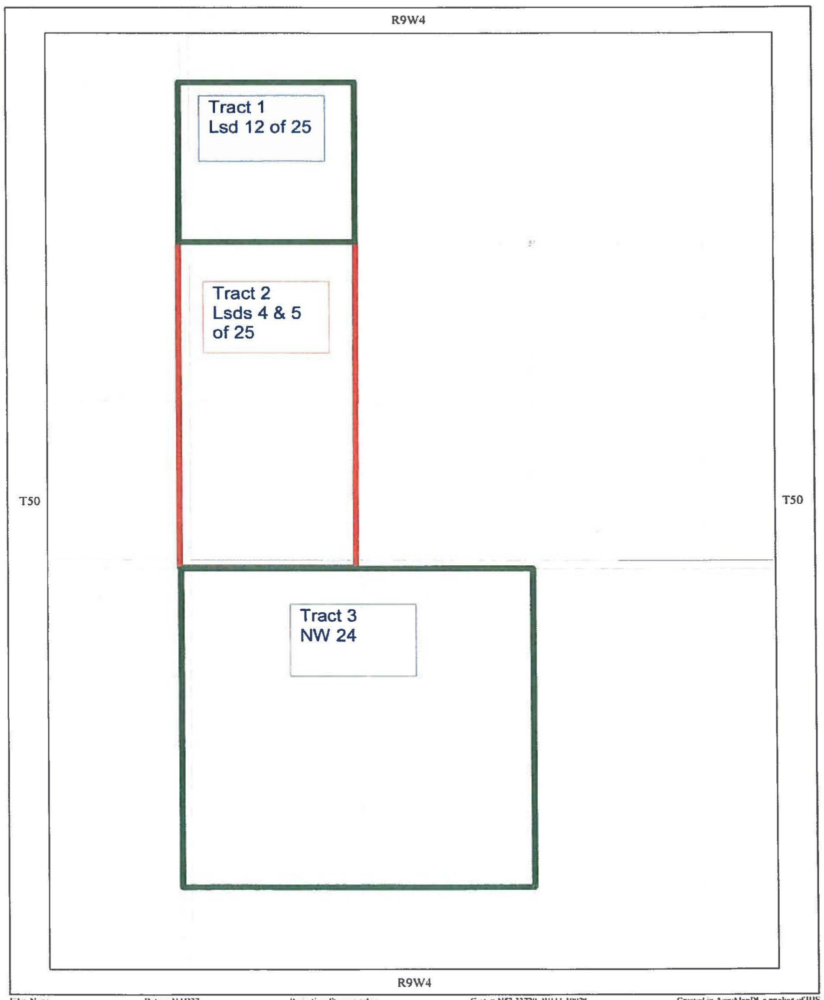
Perpetual Energy Operating Corp. 100%

Effective as of the Effective Date

EXHIBIT B

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"MANNVILLE LLOYDMINSTER AGREEMENT NO. 6"

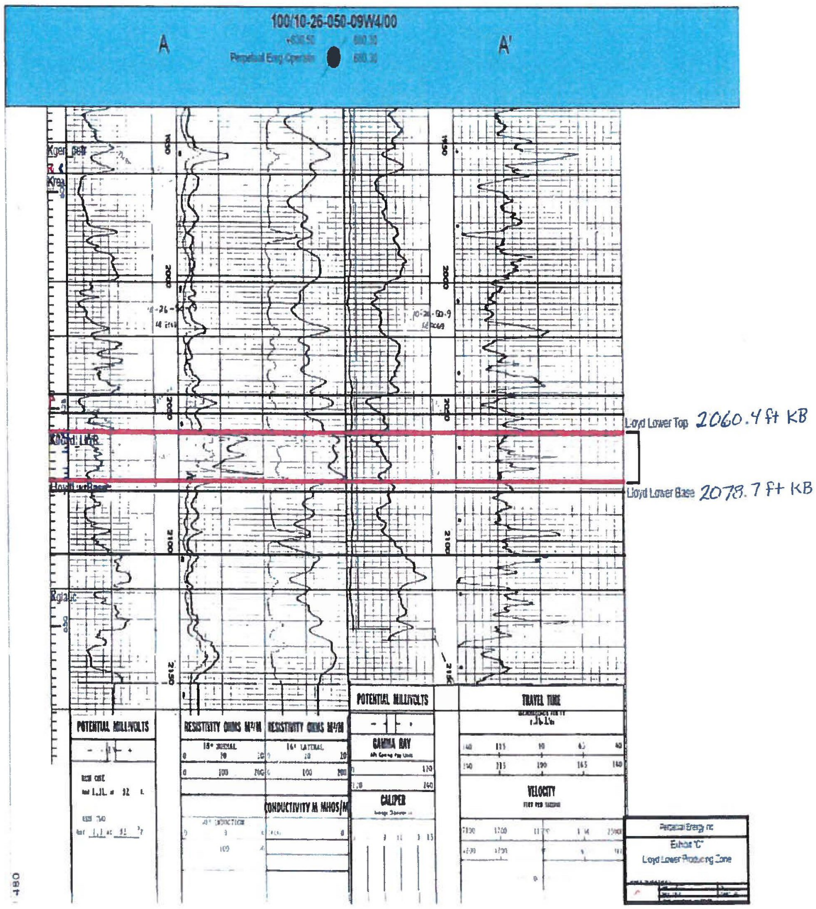


"Effective as of the Effective Date"

EXHIBIT C

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"Mannville Lloydminster Agreement No. 6"



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 – Mannville Lloydminister Agreement No. 7” and that the Unit became effective on August 1, 2014.

EXHIBIT "A"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"Mannville Lloydminster Agreement No. 7"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	Twp 50 Rge 9 W4M Lsd 11 of Sec 25	PNG Lease dated February 27, 1969 between Canadian Pacific Oil & Gas Limited (as Lessor) and Sulpetro of Canada Ltd. (as Lessee)	Freehold Royalties Ltd. (Heritage – Fee Title Owner)	16.6395%	Perpetual Energy Operating Corp.	100%	16.6395%
2	Twp 50 Rge 9 W4M Lsd's 3 & 6 of Sec 25	PNG Lease dated February 27, 1969 between Canadian Pacific Oil & Gas Limited (as Lessor) and Sulpetro of Canada Ltd. (as Lessee)	Freehold Royalties Ltd. (Heritage – Fee Title Owner)	66.4763%	Perpetual Energy Operating Corp.	100%	66.4763%
3	Twp 50 Rge 9 W4M NW 24	36582	Crown 2.5% Royalty paid to: Perpetual Operating Trust 46.875% / TAQA North 53.125%	16.8842%	Perpetual Energy Operating Corp.	100%	16.8842%

Working Interest Owners:

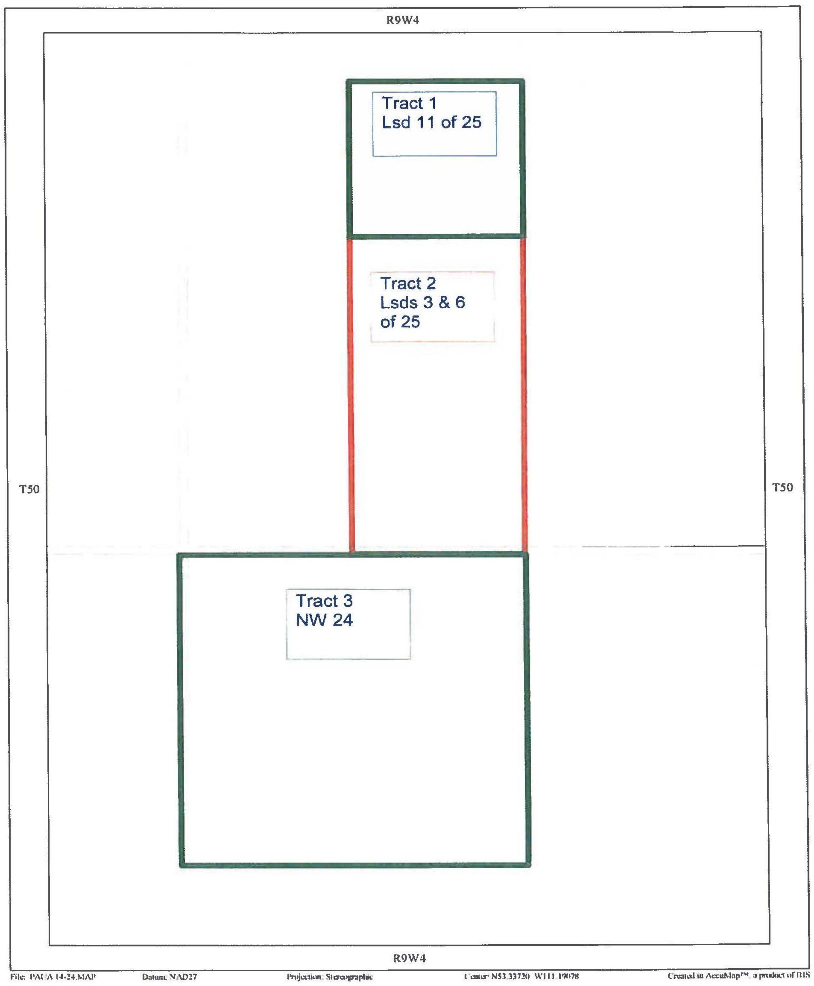
Perpetual Energy Operating Corp. 100%

Effective as of the Effective Date

EXHIBIT B

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"MANNVILLE LLOYDMINSTER AGREEMENT NO. 7"

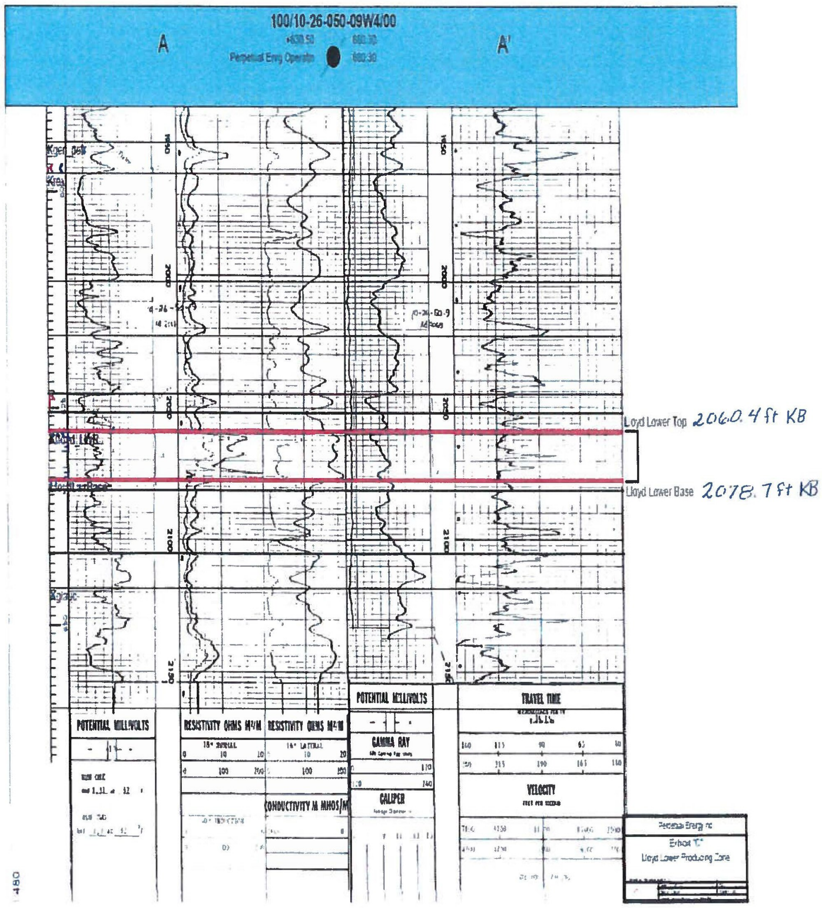


"Effective as of the Effective Date"

EXHIBIT C

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"Mannville Lloydminster Agreement No. 7"



Justice and Solicitor General

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

Camrose Police Service
Cossette, Marc-Andre
Kuster, Michael Antony

(Date of Designation July 17, 2015)

Canadian Forces, Edmonton – Military Police
Belair, Adam Gilbert
Hastie, Brent Michael
Junkin, Andrew Kenneth
King, Jesse-Leigh Wayne
Levesque, Jean-Philippe Daniel
Price, Bradley Alexander
Rousseau, Michael Maurice Michel
Tsialafos, Demetrios

(Date of Designation July 17, 2015)

Lacombe Police Service
Smith, Freddie Joshua Robert

(Date of Designation July 17, 2015)

Medicine Hat Police Service
Risling, Tyler Roy Robert
Smith, David Emmanuel
Young, Mitchell William

(Date of Designation July 17, 2015)

RCMP K Division, Traffic Services
Zilinski, Blair Phillip

(Date of Designation July 17, 2015)

Tsuu T'ina Police Service
Big Smoke, William Michael
Wharf, Gordon Milton

(Date of Designation July 17, 2015)

RCMP K Division, Traffic Services
Gardipee, Mitchell Donovan

(Date of Designation July 24, 2015)

Municipal Affairs

Public Sale of Land

(Municipal Government Act)

Special Area No. 2

Notice is hereby given that under the provisions of the Municipal Government Act, Alberta Municipal Affairs will offer for sale, by public auction, in the Special Areas Office, 212 – 2nd Avenue West, Hanna, Alberta, on Thursday, October 1st, 2015, at 10:00 a.m., the following lands:

Section	Twp	Rge	M	Plan	Blk	Lot	C of T
SE 4	21	09	4	9010375	14	27	061 444 635
NE 33	20	09	4	7910892	M		081 420 419

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

Reserving there out all mines and minerals.

Terms and conditions of sale will be announced at the sale, or may be obtained from the undersigned.

The Special Areas Board 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 Hanna, Alberta, July 14th, 2015.

Jordon Christianson, Acting Chairman
Special Areas Board.

Special Area No. 3

Notice is hereby given that under the provisions of the Municipal Government Act, Alberta Municipal Affairs will offer for sale, by public auction, in the Special Areas Office, 319 Main Street, Oyen, Alberta, on Friday, October 2nd, 2015, at 10:00 a.m., the following lands:

Plan	Blk	Lot	C of T
2231BA	3	4	051135299+1
2231BA	3	5	051135299+1

2231BA	3	6	051135299+1
2231BA	3	7	051135299+1
2231BA	3	8	051135299+2
2231BA	3	9	051135299+2
2231BA	3	10	111112404

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

Reserving there out all mines and minerals.

Terms and conditions of sale will be announced at the sale, or may be obtained from the undersigned.

The Special Areas Board 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 Hanna, Alberta, July 14th, 2015.

Jordon Christianson, Acting Chairman
Special Areas Board.

Safety Codes Council

Corporate Accreditation

(Safety Codes Act)

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

Meritage Midstream ULC, Accreditation No. C000882, Order No. 2950

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 **Building**

Consisting of all parts of the Alberta Building Code.

Accredited Date: July 21, 2015 Issued Date: July 21, 2015.

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

Meritage Midstream ULC, Accreditation No. C000882, Order No. 2951

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 and Alberta Electrical Utility Code.

Accredited Date: July 21, 2015 Issued Date: July 21, 2015.

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

Meritage Midstream ULC, Accreditation No. C000882, Order No. 2952

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 **Gas**

Consisting of all parts of the Natural Gas and Propane Installation Code and Propane Storage and Handling Code.

Accredited Date: July 21, 2015 Issued Date: July 21, 2015.

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

Meritage Midstream ULC, Accreditation No. C000882, Order No. 2953

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 **Plumbing**

Consisting of all parts of the National Plumbing Code and Alberta Private Sewage Systems Standard of Practice.

Accredited Date: July 21, 2015 Issued Date: July 21, 2015.

Municipal Accreditation

(Safety Codes Act)

Pursuant to Section 26 of the Safety Codes Act it is hereby ordered that

Summer Village of Seba Beach, Accreditation No. M000317, Order No. 1162

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 Municipality's boundaries for the discipline of **Electrical**

Consisting of all parts of the Canadian Electrical Code and Code for Electrical Installations at Oil and Gas Facilities. Excluding all parts of the Alberta electrical and Utility Code. Excluding any or all things, processes or activities located on all existing and future industrial facilities that are owned by or are under the care and control of an accredited corporation.

Accredited Date: May 15, 2000 Issued Date: July 20, 2015.

Alberta Securities Commission

AMENDMENTS TO
NATIONAL INSTRUMENT 21-101
Marketplace Operation

(Securities Act)

Made as a rule by the Alberta Securities Commission on June 10, 2015 pursuant to sections 223 and 224 of the Securities Act.

Amendments to
National Instrument 21-101 *Marketplace Operation*

1. National Instrument 21-101 Marketplace Operation is amended by this Instrument.

2. National Instrument 21-101 Marketplace Operation is amended by replacing *"shall"* ***wherever it occurs with*** *"must"**.***

3. Section 1.1 is amended

(a) in paragraph (c) of the definition of "government debt security" by adding "in Canada***" after "***body***",***

(b) in the definition of "information processor" by adding "and, in Québec, that is a recognized information processor***" after "***Form 21-101F5***",***

(c) ***in subparagraph (a)(iv) of the definition of "marketplace" by replacing*** ";" ***with*** ",",

(d) ***in the definition of private enterprise by replacing*** "Accouting" ***with*** "Accounting", ***and***

(e) ***by adding the following definition:***

"participant dealer" means a participant dealer as defined in Part 1 of National Instrument 23-103 Electronic Trading and Direct Electronic Access to Marketplaces;**.**

4. Section 1.4 is amended

(a) ***in subsection (1) by deleting*** "Alberta and", ***and***

(b) ***by replacing*** "Commodity Futures Act" ***with*** "*Commodity Futures Act*" ***wherever it occurs.***

5. Section 3.2 is amended

(a) ***in subsection (1) by replacing*** "Form" ***with*** "applicable form" ***after*** "in the manner set out in the",

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

(1.1) A marketplace that has entered into an agreement with a regulation services provider under NI 23-101 must not implement a significant change to a matter set out in Exhibit E – Operation of the Marketplace of Form 21-101F1 or Exhibit E – Operation of the Marketplace of Form 21-101F2 as applicable, or Exhibit I – Securities of Form 21-101F1 or Exhibit I – Securities of Form 21-101F2 as applicable, unless the marketplace has provided the applicable exhibit to its regulation services provider at least 45 days before implementing the change.**,**

(c) ***in subsection (3) by replacing*** "Form" ***with*** "applicable form" ***after*** "amendment to the information provided in the", ***and***

(d) ***by adding the following subsections:***

(4) The chief executive officer of a marketplace, or an individual performing a similar function, must certify in writing, within 30 days after the end of each calendar year, that the information contained in the marketplace's current Form 21-101F1 or Form 21-101F2, as applicable, including the description of its operations, is true, correct, and complete and that the marketplace is operating as described in the applicable form.

(5) A marketplace must file an updated and consolidated Form 21-101F1 or Form 21-101F2, as applicable, within 30 days after the end of each calendar year.**.**

6. Paragraph 4.1(1)(c) is amended by adding "unmodified***" before "***auditor's report***".***

7. Section 5.1 is amended by replacing ";***" with "***,***" wherever it occurs.***

8. Section 5.7 is amended by deleting an additional space after "not***".***

9. Section 5.10 is amended

(a) in subsection (1) by replacing ";***" with "***,***" wherever it occurs, and***

(b) by adding the following subsections:

(1.1) Despite subsection (1), a marketplace may release a marketplace participant's order or trade information to a person or company if the marketplace

(a) reasonably believes that the information will be used solely for the purpose of capital markets research,

(b) reasonably believes that if information identifying, directly or indirectly, a marketplace participant or a client of the marketplace participant is released,

(i) it is required for the purpose of the capital markets research, and

(ii) that the research is not intended for the purpose of

(A) identifying a particular marketplace participant or a client of the marketplace participant, or

(B) identifying a trading strategy, transactions, or market positions of a particular marketplace participant or a client of the marketplace participant,

(c) has entered into a written agreement with each person or company that will receive the order and trade information from the marketplace that provides that

(i) the person or company must

(A) not disclose to or share any information with any person or company if that information could, directly or indirectly, identify a marketplace participant or a client of the marketplace participant without the marketplace's consent, other than as provided under subparagraph (ii) below,

(B) not publish or otherwise disseminate data or information that discloses, directly or indirectly, a trading strategy, transactions, or market positions of a marketplace participant or a client of the marketplace participant,

(C) not use the order and trade information, or provide it to any other person or company, for any purpose other than capital markets research,

(D) keep the order and trade information securely stored at all times,

(E) keep the order and trade information for no longer than a reasonable period of time after the completion of the research and publication process, and

(F) immediately inform the marketplace of any breach or possible breach of the confidentiality of the information provided,

(ii) the person or company may disclose order or trade information used in connection with research submitted to a publication if

(A) the information to be disclosed will be used solely for the purposes of verification of the research carried out by the person or company,

(B) the person or company must notify the marketplace prior to disclosing the information for verification purposes, and

(C) the person or company must obtain written agreement from the publisher and any other person or company involved in the verification of the research that the publisher or the other person or company will

(I) maintain the confidentiality of the information,

(II) use the information only for the purposes of verifying the research,

(III) keep the information securely stored at all times,

(IV) keep the information for no longer than a reasonable period of time after the completion of the verification, and

(V) immediately inform the marketplace of any breach or possible breach of the agreement or of the confidentiality of the information provided, and

(iii) the marketplace has the right to take all reasonable steps necessary to prevent or address a breach or possible breach of the confidentiality of the information provided or of the agreement.

(1.2) A marketplace that releases a marketplace participant's order or trade information under subsection (1.1) must

(a) promptly inform the regulator or, in Québec, the securities regulatory authority, in the event the marketplace becomes aware of any breach or possible breach of the confidentiality of the information provided or of the agreement, and

(b) take all reasonable steps necessary to prevent or address a breach or possible breach of the confidentiality of the information provided or of the agreement..

10. Section 5.12 is amended by deleting "*:*" after "*the marketplace must*".

11. In the following provisions "*key services and systems*" is replaced with "*key services or systems*":

(a) Paragraph 5.12(b);

(b) Paragraph 5.12(c).

12. Paragraph 5.12(e) is amended by deleting "*,*" after "*on behalf of the marketplace*".

13. National Instrument 21-101 Marketplace Operation is amended by adding the following section:

5.13 Access Arrangements with a Service Provider

If a third party service provider provides a means of access to a marketplace, the marketplace must ensure the third party service provider complies with the written standards for access that the marketplace has established pursuant to paragraph 5.1(2)(a) when providing the access services..

14. In the following provisions ";" is replaced with ",":

(a) Paragraph 6.7(1)(a);

(b) Paragraph 6.7(1)(b).

15. Section 7.1 is amended by adding the following subsection:

(3) A marketplace that is subject to subsection (1) must not make the information referred to in that subsection available to any person or company before it makes that information available to an information processor or, if there is no information processor, to an information vendor.**.**

16. Section 7.2 is amended by renumbering it as subsection 7.2(1) and by adding the following subsection:

(2) A marketplace that is subject to subsection (1) must not make the information referred to in that subsection available to any person or company before it makes that information available to an information processor or, if there is no information processor, to an information vendor.**.**

17. Subsection 8.1(5) is amended by replacing “interdealer***” with “***inter-dealer***”.***

18. Section 8.4 is amended by replacing “interdealer***” with “***inter-dealer***”.***

19. Section 10.1 is amended

(a) by adding “,***” after “***disclose***”,***

(b) by adding “,***” after “***website***”,***

(c) by adding “,***” after “***including***”,***

(d) by adding “,***” after “***but not limited to***”, and***

(e) by deleting “:***” after “***information related to***”.***

20. In the following provisions “;” is replaced with “,”:

(a) Paragraph 10.1(a);

(b) Paragraph 10.1(b);

(c) Paragraph 10.1(c);

(d) Paragraph 10.1(d);

(e) Paragraph 10.1(e);

(f) Paragraph 10.1(f).

21. Paragraph 10.1(g) is amended by replacing “; and***” with “***,***”.***

22. Paragraph 10.1(h) is amended by replacing “.” with “,***”.***

23. Section 10.1 is amended by adding the following paragraphs:

(i) any access arrangements with a third party service provider, including the name of the third party service provider and the standards for access to be complied with by the third party service provider, and

(j) the hours of operation of any testing environments provided by the marketplace, a description of any differences between the testing environment and production environment of the marketplace and the potential impact of these differences on the effectiveness of testing, and any policies and procedures relating to a marketplace's use of uniform test symbols for purposes of testing in its production environment**.**.

24. Subparagraph 11.2(1)(c)(xviii) is amended by replacing "*;*" with "*,*".

25. Section 11.2.1 is amended

(a) in paragraph (a) by deleting "*,*" following "the information required by the regulation services provider***",***

(b) in paragraph (a) by adding "and in the manner requested by the regulation services provider,***" after "***in electronic form***",***

(c) in paragraph (b) by deleting "*,*" following "under securities legislation***", and***

(d) in paragraph (b) by adding "and in the manner requested by the securities regulatory authority" ***after*** "in electronic form***".***

26. Subsection 11.3(1) is amended

(a) in paragraph (f) by deleting "and***",***

(b) in paragraph (g) by replacing "*.*" with "*;*" after "subsections 13.1(2) and 13.1(3)***", and***

(c) by adding the following paragraphs:

(h) a copy of any agreement referred to in section 5.10; and

(i) a copy of any agreement referred to in paragraph 5.12(c)**.**.

27. Section 12.1 is amended

(a) by replacing "For each of its systems that support" ***with "***For each system, operated by or on behalf of the marketplace, that supports***",***

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

(c) in paragraph (c) by deleting "or delay***", and***

(d) ***in paragraph (c) by adding "***, delay or security breach and provide timely updates on the status of the failure, malfunction, delay or security breach, the resumption of service and the results of the marketplace's internal review of the failure, malfunction, delay or security breach.***" after "***malfunction***".***

28. National Instrument 21-101 Marketplace Operation is amended by adding the following section:

12.1.1 Auxiliary Systems – For each system that shares network resources with one or more of the systems, operated by or on behalf of the marketplace, that supports order entry, order routing, execution, trade reporting, trade comparison, data feeds, market surveillance and trade clearing, that, if breached, would pose a security threat to one or more of the previously mentioned systems, a marketplace must

(a) develop and maintain an adequate system of information security controls that relate to the security threats posed to any system that supports order entry, order routing, execution, trade reporting, trade comparison, data feeds, market surveillance and trade clearing, and

(b) promptly notify the regulator, or in Québec, the securities regulatory authority and, if applicable, its regulation services provider, of any material security breach and provide timely updates on the status of the breach, the resumption of service, where applicable, and the results of the marketplace's internal review of the security breach.**.**

29. Subsection 12.2(1) is replaced with:

(1) A marketplace must annually engage a qualified party to conduct an independent systems review and prepare a report in accordance with established audit standards to ensure that the marketplace is in compliance with

(a) paragraph 12.1(a),

(b) section 12.1.1, and

(c) section 12.4.**.**

30. Paragraph 12.2(2)(b) is replaced with the following:

(b) the regulator or, in Québec, the securities regulatory authority, by the earlier of the 30th day after providing the report to its board of directors or the audit committee or the 60th day after the calendar year end.**.**

31. Section 12.3 is amended

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

(3) A marketplace must not begin operations before

(a) it has complied with paragraphs (1)(a) and (2)(a),

(b) its regulation services provider, if applicable, has confirmed to the marketplace that trading may commence on the marketplace, and

(c) the chief information officer of the marketplace, or an individual performing a similar function, has certified in writing to the regulator, or in Québec, the securities regulatory authority, that all information technology systems used by the marketplace have been tested according to prudent business practices and are operating as designed.***,***

(b) by adding the following subsection:

(3.1) A marketplace must not implement a material change to the systems referred to in section 12.1 before

(a) it has complied with paragraphs (1)(b) and (2)(a), and

(b) the chief information officer of the marketplace, or an individual performing a similar function, has certified in writing to the regulator, or in Québec, the securities regulatory authority, that the change has been tested according to prudent business practices and is operating as designed.***, and***

(c) in subsection (4) by replacing "Paragraphs 12.3(1)(b) and 2(b) do***" with "***Subsection (3.1) does***".***

32. National Instrument 21-101 Marketplace Operation is amended by adding the following section:

12.3.1 Uniform Test Symbols

A marketplace must use uniform test symbols, as set by a regulator, or in Québec, the securities regulatory authority, for the purpose of performing testing in its production environment.**.**

33. Section 12.4 is replaced with the following:

12.4 Business Continuity Planning

(1) A marketplace must

(a) develop and maintain reasonable business continuity plans, including disaster recovery plans, and

(b) test its business continuity plans, including disaster recovery plans, according to prudent business practices on a reasonably frequent basis and, in any event, at least annually.

(2) A marketplace with a total trading volume in any type of security equal to or greater than 10% of the total dollar value of the trading volume in that type of security on all marketplaces in Canada during at least two of the preceding three months of operation must establish, implement, and maintain policies and procedures reasonably designed to ensure that each system, operated by or on behalf of the marketplace, that supports order entry, order routing, execution, trade reporting, trade comparison, data feeds, and trade clearing, can resume operations within two hours following the declaration of a disaster by the marketplace.

(3) A recognized exchange or quotation and trade reporting system, that directly monitors the conduct of its members or users and enforces requirements set under section 7.1(1) or 7.3(1) of NI 23-101, must establish, implement, and maintain policies and procedures reasonably designed to ensure that each system, operated by or on behalf of the marketplace, that is critical and supports real-time market surveillance, can resume operations within two hours following the declaration of a disaster at the primary site by the exchange or quotation and trade reporting system.

(4) A regulation services provider, that has entered into a written agreement with a marketplace to conduct market surveillance for the marketplace, must establish, implement, and maintain policies and procedures reasonably designed to ensure that each system, operated by or on behalf of the regulation services provider, that is critical and supports real-time market surveillance can resume operations within two hours following the declaration of a disaster at the primary site by the regulation services provider.**.**

34. National Instrument 21-101 Marketplace Operation is amended by adding the following section:

12.4.1 Industry-Wide Business Continuity Tests

A marketplace, recognized clearing agency, information processor, and participant dealer must participate in all industry-wide business continuity tests, as determined by a regulation services provider, regulator, or in Québec, the securities regulatory authority.**.**

35. In the following provisions "and settled***" is replaced with "***to a clearing agency***":***

(a) Subsection 13.1(2);

(b) Subsection 13.1(3).

36. National Instrument 21-101 Marketplace Operation is amended by adding the following section:

***13.2* Access to Clearing Agency of Choice**

(1) A marketplace must report a trade in a security to a clearing agency designated by a marketplace participant.

(2) Subsection (1) does not apply to a trade in a security that is a standardized derivative or an exchange-traded security that is an option..

37. Section 14.4 is amended

(a) in subsection (4) by adding "or changes to an electronic connection***" after "***in a timely manner an electronic connection***", and***

(b) by adding the following subsections:

(6.1) If an information processor is operated as a division or unit of a person or company, the person or company must file the income statement and the statement of cash flow of the information processor and any other information necessary to demonstrate the financial condition of the information processor within 90 days after the end of the financial year of the person or company.

(7.1) If an information processor is operated as a division or unit of a person or company, the person or company must file the financial budget relating to the information processor within 30 days of the start of the financial year of the person or company..

38. Section 14.5 is amended

(a) by replacing ";" with "," wherever it occurs, and

(b) by replacing subparagraph (d)(ii) with the following:

(ii) the regulator or, in Québec, the securities regulatory authority, by the earlier of the 30th day after providing the report to its board of directors or the audit committee or the 60th day after the calendar year end, and**.**

39. Section 14.6 is replaced by the following:

14.6 Business Continuity Planning

An information processor must

(a) develop and maintain reasonable business continuity plans, including disaster recovery plans,

(b) test its business continuity plans, including disaster recovery plans, according to prudent business practices and on a reasonably frequent basis and, in any event, at least annually, and

(c) establish, implement, and maintain policies and procedures reasonably designed to ensure that its critical systems can resume operations within one hour following the declaration of a disaster by the information processor..

40. Section 14.7 is amended

(a) by replacing "with this Instrument, or other than a securities regulatory authority, unless:***" with "***with this Instrument or a securities regulatory authority, unless***", and***

(b) in subsection (a) by replacing ";***" with "***,***".***

41. Section 14.8 is amended

(a) by deleting ":***" after "***but not limited to***", and***

(b) by replacing ";***"with "***,***" wherever it occurs.***

42. Form 21-101F1 is amended

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

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

(c) under "Type of Filing" by adding "; AMENDMENT No.***" after "***AMENDMENT***".***

43. Exhibit C of Form 21-101F1 is amended by adding "and the Board mandate***" after "***including their mandates***".***

44. Exhibit D of Form 21-101F1 is amended

(a) in paragraph 6 by deleting ":***" wherever it occurs,***

(b) by deleting ";***" wherever it occurs, and***

(c) by adding ",***" after "***private enterprises***".***

45. Exhibit E of Form 21-101F1 is amended

(a) by replacing "not be limited***" with "***is not limited***",***

(b) by replacing "Description***" wherever it occurs with "***A description***", and***

(c) by adding the following to the end of the exhibit:

The filer must provide all material contracts related to order routing, execution, trade reporting, trade comparison, data feeds, market surveillance and trade clearing**.**.

46. Exhibit F of Form 21-101F1 is amended

(a) by adding "*,*" after "routing, trading, execution, data***", and***

(b) by adding the following sections:

4. A copy of the marketplace's policies and procedures for the selection of service providers to which key services and systems may be outsourced and for the evaluation and approval of such outsourcing arrangements that are established and maintained pursuant to paragraph 5.12(a) of National Instrument 21-101 *Marketplace Operation*.

5. A description of any conflicts of interest between the marketplace and the service provider to which key services and systems are outsourced and a copy of the policies and procedures to mitigate and manage such conflicts of interest that have been established pursuant to paragraph 5.12(b) of National Instrument 21-101 *Marketplace Operation*.

6. A description of the measures the marketplace has taken pursuant to paragraph 5.12(f) of National Instrument 21-101 *Marketplace Operation* to ensure that the service provider has established, maintains and periodically tests an appropriate business continuity plan, including a disaster recovery plan.

7. A description of the measures the marketplace has taken pursuant to paragraph 5.12(g) of National Instrument 21-101 *Marketplace Operation* to ensure that the service provider protects the proprietary, order, trade or any other confidential information of the participants of the marketplace.

8. A copy of the marketplace's processes and procedures to regularly review the performance of a service provider under an outsourcing arrangement that are established pursuant to paragraph 5.12(h) of National Instrument 21-101 *Marketplace Operation*.**.**

47. Exhibit G of Form 21-101F1 is replaced with the following:

General

Provide:

1. A high level description of the marketplace's systems that support order entry, order routing, execution, trade reporting, trade comparison, data feeds, co-location and if applicable, market surveillance and trade clearing.

2. An organization chart of the marketplace's information technology group unless otherwise provided as part of the report required by subsection 12.2(1) of the Instrument.

Business Continuity Planning

Please provide a description of the marketplace's business continuity and disaster recovery plans that includes, but is not limited to, information regarding the following:

1. Where the primary processing site is located.

2. What the approximate percentage of hardware, software and network redundancy is at the primary site.

3. Any uninterruptible power source (UPS) at the primary site.

4. How frequently market data is stored off-site.

5. Any secondary processing site, the location of any such secondary processing site, and whether all of the marketplace's critical business data is accessible through the secondary processing site.

6. The creation, management, and oversight of the plans, including a description of responsibility for the development of the plans and their ongoing review and updating.

7. Escalation procedures, including event identification, impact analysis, and activation of the plans in the event of a disaster or disruption.

8. Procedures for internal and external communications, including the distribution of information internally, to the securities regulatory authority, and, if appropriate, to the public, together with the roles and responsibilities of marketplace staff for internal and external communications.

9. The scenarios that would trigger the activation of the plans.

10. How frequently the business continuity and disaster recovery plans are tested.

11. Procedures for record keeping in relation to the review and updating of the plans, including the logging of tests and deficiencies.

12. The targeted time to resume operations of critical information technology systems following the declaration of a disaster by the marketplace and the service level to which such systems are to be restored.

13. Any single points of failure faced by the marketplace.

Systems Capacity

Please provide information regarding:

1. How frequently future market activity is evaluated in order to adjust processing capacity.

2. The approximate excess capacity maintained over average daily transaction volumes.

3. How often or at what point stress testing is performed.

Systems

Please provide information regarding:

1. Whether the trading engine was developed in-house or by a commercial vendor.

2. Whether the trading engine is maintained in-house or by a commercial vendor and provide the name of the commercial vendor, if applicable.

3. The marketplace's networks. Please provide a copy of a high-level network diagram of the systems referred to in section 12.1 of the Instrument, as applicable, together with a description of the external points of contact for the marketplace's networks.

4. The message protocols supported by the marketplace's systems.

5. The transmission protocols used by the marketplace's systems.

IT Risk Assessment

Please describe the IT risk assessment framework, including:

1. How the probability and likelihood of IT threats are considered.

2. How the impact of risks are measured according to qualitative and quantitative criteria.

3. The documentation process for acceptable residual risks with related offsets.

4. The development of management's action plan to implement a risk response to a risk that has not been accepted..

48. Exhibit I of Form 21-101F1 is amended by replacing "Filer***" wherever it occurs with "***filer***".***

49. Exhibit J of Form 21-101F1 is amended by replacing "Exhibit E.4***" with "***Exhibit E item 4***".***

50. Exhibit K of Form 21-101F1 is amended

(a) in section 4 by adding "Please identify if the marketplace participant accesses the marketplace through co-location.***" after "***or other access.***",***

(b) in section 5 by deleting ":***" after "***indicating for each***", and***

(c) in section 5 by replacing ";***" wherever it occurs with "***,***".***

51. Exhibit M of Form 21-101F1 is amended

(a) in section 2 by adding "a copy of***" after "***and its members, provide***", and***

(b) by deleting ".***" after "***regulation services provider***" after the box following section 2.***

52. Exhibit N of Form 21-101F1 is amended by adding "*Marketplace Operation*" ***after "***21-101***".***

53. Form 21-101F2 is amended

(a) in the title by replacing "INITIAL OPERATION REPORT***" with "***INFORMATION STATEMENT***",***

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

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

(d) under "Type of Filing" by adding "; AMENDMENT No.***" after "***AMENDMENT***", and***

(e) in subsection 12 of the Instructions by adding "name of***" after "***contracted with["***.***

54. Exhibit E of Form 21-101F2 is amended

(a) by replacing "not be***" with "***is not***",***

(b) by replacing "Description***" wherever it occurs with "***A description***", and***

(c) by adding the following to the end of Exhibit E:

The filer must provide all material contracts relating to order routing, execution, trade reporting, trade comparison, data feeds, market surveillance and trade clearing**.**

55. Exhibit F of Form 21-101F2 is amended

(a) by deleting "the***" after "***including any function associated with***",***

(b) by adding "data***" after "***clearing and settlement,***", and***

(c) by adding the following sections:

4. A copy of the marketplace's policies and procedures for the selection of service providers to which key services and systems may be outsourced and for the evaluation and approval of such outsourcing arrangements that are established and maintained pursuant to paragraph 5.12(a) of National Instrument 21-101 *Marketplace Operation*.

5. A description of any conflicts of interest between the marketplace and the service provider to which key services and systems are outsourced and a copy of the policies and procedures to mitigate and manage such conflicts of interest that have been established pursuant to paragraph 5.12(b) of National Instrument 21-101 *Marketplace Operation*.

6. A description of the measures the marketplace has taken pursuant to paragraph 5.12(f) of National Instrument 21-101 *Marketplace Operation* to ensure that the service provider has established, maintains and periodically tests an appropriate business continuity plan, including a disaster recovery plan.

7. A description of the measures the marketplace has taken pursuant to paragraph 5.12(g) of National Instrument 21-101 *Marketplace Operation* to ensure that the service provider protects the proprietary order, trade or any other confidential information of the participants of the marketplace.

8. A copy of the marketplace's processes and procedures to regularly review the performance of a service provider under an outsourcing arrangement that are established pursuant to paragraph 5.12(h) of National Instrument 21-101 *Marketplace Operation*.**.**

56. Exhibit G of Form 21-101F2 is replaced with the following:

General

Provide:

1. A high level description of the marketplace's systems that support order entry, order routing, execution, trade reporting, trade comparison, data feeds, co-location and if applicable, market surveillance and trade clearing.

2. An organization chart of the marketplace's information technology group unless otherwise provided as part of the report required by subsection 12.2(1) of the Instrument.

Business Continuity Planning

Please provide a description of the marketplace's business continuity and disaster recovery plans that includes, but is not limited to, information regarding the following:

1. Where the primary processing site is located.

2. What the approximate percentage of hardware, software and network redundancy is at the primary site.

3. Any uninterruptible power source (UPS) at the primary site.

4. How frequently market data is stored off-site.

5. Any secondary processing site, the location of any such secondary processing site, and whether all of the marketplace's critical business data is accessible through the secondary processing site.

6. The creation, management, and oversight of the plans, including a description of responsibility for the development of the plans and their ongoing review and updating.

7. Escalation procedures, including event identification, impact analysis, and activation of the plans in the event of a disaster or disruption.

8. Procedures for internal and external communications, including the distribution of information internally, to the securities regulatory authority, and, if appropriate, to the public, together with the roles and responsibilities of marketplace staff for internal and external communications.

9. The scenarios that would trigger the activation of the plans.

10. How frequently the business continuity and disaster recovery plans are tested.

11. Procedures for record keeping in relation to the review and updating of the plans, including the logging of tests and deficiencies.

12. The targeted time to resume operations of critical information technology systems following the declaration of a disaster by the marketplace and the service level to which such systems are to be restored.

13. Any single points of failure faced by the marketplace.

Systems Capacity

Please provide information regarding:

1. How frequently future market activity is evaluated in order to adjust processing capacity.

2. The approximate excess capacity maintained over average daily transaction volumes.

3. How often or at what point stress testing is performed.

Systems

Please provide information regarding:

1. Whether the trading engine was developed in-house or by a commercial vendor.

2. Whether the trading engine is maintained in-house or by a commercial vendor and provide the name of the commercial vendor, if applicable.

3. The marketplace's networks. Please provide a copy of a high-level network diagram of the systems referred to in section 12.1 of the Instrument, as applicable, together with a description of the external points of contact for the marketplace's networks.

4. The message protocols supported by the marketplace's systems.

5. The transmission protocols used by the marketplace's systems.

IT Risk Assessment

Please describe the IT risk assessment framework, including:

1. How the probability and likelihood of IT threats are considered.

2. How the impact of risks are measured according to qualitative and quantitative criteria.

3. The documentation process for acceptable residual risks with related offsets.

4. The development of management's action plan to implement a risk response to a risk that has not been accepted..

57. Exhibit I of Form 21-101F2 is amended by adding "list***" after*** "If this is an initial filing,***".***

58. Exhibit J of Form 21-101F2 is amended

(a) in section 1 by replacing "Exhibit E.4***" with*** "Exhibit E item 4***", and***

(b) in section 2 by deleting ",***" after*** "institution***".***

59. Exhibit K of Form 21-101F2 is amended

(a) in section 4 by adding "Please identify if the marketplace participant accesses the marketplace through co-location.***" after*** "access.***",***

(b) in section 5 by deleting ":***" after*** "for each***", and***

(c) in section 5 by replacing ";***" wherever it occurs with*** ",***".***

60. Exhibit N of Form 21-101F2 is amended by adding "*Marketplace Operation****" after "***21-*101****".***

61. Form 21-101F3 is amended by replacing "should***" wherever it occurs with*** "must"***.***

62. Section 4 of Part A of Form 21-101F3 is replaced with the following:

4. A list of all amendments in the information in Form 21-101F1 or 21-101F2 that were filed with the Canadian securities regulatory authorities and implemented during the period covered by the report. The list must include a brief description of each amendment, the date filed and the date implemented..

63. Section 5 of Part A of Form 21-101F3 is replaced with the following:

5. A list of all amendments in the information in Form 21-101F1 or 21-101F2 that have been filed with the Canadian securities regulatory authorities but not implemented as of the end of the period covered by the report. The list must include a brief description of each amendment, the date filed and the reason why it was not implemented..

64. Section 6 of Part A of Form 21-101F3 is replaced with the following:

6. Systems - If any outages occurred at any time during the period for any system relating to trading activity, including trading, routing or data, provide the date, duration, reason for the outage and its resolution..

65. Section 7 of Part A of Form 21-101F3 is replaced with the following:

7. Systems Changes – A brief description of any significant changes to the systems and technology used by the marketplace that support order entry, order routing, execution, trade reporting, trade comparison, data feeds, co-location and if applicable, market surveillance and trade clearing that were planned, under development, or implemented during the quarter. Please provide the current status of the changes that are under development..

66. Section 8 of Part A of Form 21-101F3 is repealed.

67. Section 1 of Part B in Chart 2 of Form 21-101F3 is amended

(a) by deleting "%" wherever it occurs, and

(b) by deleting "% Number of exchange traded securities that are***".***

68. Section 1 of Part B in Chart 3 of Form 21-101F3 is amended by deleting "%" wherever it occurs.

69. Section 1 of Part B of Form 21-101F3 is amended by replacing "third-party***" with "***third party***" in item 6 beneath Chart 5.***

70. Section 1 of Part B of Form 21-101F3 is amended by deleting item 7 beneath Chart 6.

71. Section 2 of Part B of Form 21-101F3 is amended

(a) by adding "during the quarter***" after "***regular trading hours***" in item 1,***

(b) by replacing "the 10 most traded fixed income securities***" with "***each fixed income security traded***" in item 2, and***

(c) by deleting "(based on the value of the volume traded) for trades executed***" in item 2.***

72. Section 2 of Part B in Chart 8 of Form 21-101F3 is replaced with the following:

Chart 8 – Traded fixed income securities

Category of Securities	Value Traded	Number of Trades
Domestic Unlisted Debt Securities - **Government** 1. Federal [Enter issuer, maturity, coupon]		
2. Federal Agency [Enter issuer, maturity, coupon]		
3. Provincial and Municipal [Enter issuer, maturity, coupon]		
Domestic Unlisted Debt Securities – **Corporate** [Enter issuer, maturity, coupon]		
Domestic Unlisted Debt Securities – **Other** [Enter issuer, maturity, coupon]		
Foreign Unlisted Debt Securities – **Government** [Enter issuer, maturity, coupon]		
Foreign Unlisted Debt Securities – **Corporate** [Enter issuer, maturity, coupon]		
Foreign Unlisted Debt Securities – **Other** [Enter issuer, maturity, coupon]		

73. Section 4 of Part B in Chart 15 of Form 21-101F3 is amended

(a) by deleting "%" wherever it occurs, and

(b) by deleting "of" before "Volume".

74. Section 4 of Part B in Chart 16 of Form 21-101F3 is amended by deleting "%" wherever it occurs.

75. Section 4 of Part B of Form 21-101F3 is amended by deleting item 6 beneath Chart 18.

76. Form 21-101F4 is amended by replacing "shall***" with "***must***" wherever it occurs.***

77. Form 21-101F5 is amended

(a) by replacing "INITIAL OPERATION REPORT FOR***" with "***INFORMATION STATEMENT***" in the title,***

(b) in "Type of Filing" by adding ": AMENDMENT No.***" after "***AMENDMENT***",***

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

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

(e) by adding ",***" after "***National Instrument 21-101***" under the heading "Exhibits".***

78. Section 1 of Exhibit C of Form 21-101F5 is amended

(a) by adding ",***" after "***standing committees of the board***", and***

(b) by adding ",***" after "***previous year***".***

79. Section 1 of Exhibit G of Form 21-101F5 is amended

(a) by replacing "system***" with "***System***" in paragraph 3,***

(b) by replacing "Description***" with "***A description***" in paragraph 5.***

80. Section 2 of Exhibit J of Form 21-101F5 is amended

(a) by replacing "exists***" with "***exist***", and***

(b) by adding "provide***" after "***National Instrument 21-101,***".***

81. Section 3 of Exhibit K of Form 21-101F5 is amended by replacing "who***" with "***that***".***

82. Form 21-101F6 is amended by replacing "shall***" with "***must***" wherever it occurs.***

83. The Instrument comes into force on October 1, 2015.

Alberta Securities Commission

AMENDMENTS TO
NATIONAL INSTRUMENT 23-101
Trading Rules

(Securities Act)

Made as a rule by the Alberta Securities Commission on June 10, 2015 pursuant to sections 223 and 224 of the Securities Act.

Amendments to
National Instrument 23-101 *Trading Rules*

1. National Instrument 23-101 Trading Rules is amended by this Instrument.

2. National Instrument 23-101 Trading Rules is amended by replacing "*shall*****" wherever it occurs with "****must*****".***

3. Section 5.1 is amended by

(a) ***replacing "***no person or company***" with "***a person or company***", and***

(b) ***adding "***not***" before "***execute a trade***".***

4. Section 6.7 is amended by

(a) ***replacing "***no person or company***" with "***a person or company***", and***

(b) ***adding "***not***" before "***send an order to an exchange***".***

5. Section 6.8 is amended by adding ", except for paragraph 6.3(1)(c)," ***after*** *"In Québec,* this Part"**.**

6. Section 7.1 is amended by adding the following subsection:

(3) If a recognized exchange has entered into a written agreement under section 7.2, the recognized exchange must adopt requirements, as determined necessary by the regulation services provider, that govern the recognized exchange and the conduct of the exchange's members, and that enable the regulation services provider to effectively monitor trading on the exchange and across marketplaces.**.**

7. National Instrument 23-101 Trading Rules is amended by replacing section 7.2 with the following:

7.2 Agreement between a Recognized Exchange and a Regulation Services Provider – A recognized exchange that monitors the conduct of its members indirectly through a regulation services provider must enter into a written agreement with the regulation services provider which provides that the regulation services provider will:

(a) monitor the conduct of the members of the recognized exchange,

(b) monitor the compliance of the recognized exchange with the requirements set under subsection 7.1(3), and

(c) enforce the requirements set under subsection 7.1(1)..

8. National Instrument 23-101 Trading Rules is amended by adding the following section:

7.2.1 Obligations of a Recognized Exchange to a Regulation Services Provider – A recognized exchange that has entered into a written agreement with a regulation services provider must

(a) transmit to the regulation services provider the information required under Part 11 of NI 21-101 and any information reasonably required by the regulation services provider in the form and manner requested by the regulation services provider to effectively monitor:

(i) the conduct of and trading by marketplace participants on and across marketplaces, including the compliance of marketplace participants with the requirements set under subsection 7.1(1), and

(ii) the conduct of the recognized exchange, including the compliance of the recognized exchange with the requirements set under subsection 7.1(3); and

(b) comply with all orders or directions made by the regulation services provider..

9. Section 7.3 is amended by adding the following subsection:

(3) If a recognized quotation and trade reporting system has entered into a written agreement under section 7.4, the recognized quotation and trade reporting system must adopt requirements, as determined necessary by the regulation services provider, that govern the recognized quotation and trade reporting system and the conduct of the quotation and trade reporting system's users, and that enable the regulation services provider to effectively monitor trading on the recognized quotation and trade reporting system and across marketplaces..

10. National Instrument 23-101 Trading Rules is amended by replacing section 7.4 with the following:

7.4 Agreement between a Recognized Quotation and Trade Reporting System and a Regulation Services Provider - A recognized quotation and trade reporting system that monitors the conduct of its users indirectly through a regulation services provider must enter into a written agreement with the regulation services provider which provides that the regulation services provider will

(a) monitor the conduct of the users of the recognized quotation and trade reporting system,

(b) monitor the compliance of the recognized quotation and trade reporting system with the requirements set under subsection 7.3(3), and

(c) enforce the requirements set under subsection 7.3(1)..

11. National Instrument 23-101 Trading Rules is amended by adding the following section:

7.4.1 Obligations of a Quotation and Trade Reporting System to a Regulation Services Provider – A recognized quotation and trade reporting system that has entered into a written agreement with a regulation services provider must

(a) transmit to the regulation services provider the information required under Part 11 of NI 21-101 and any information reasonably required by the regulation services provider in the form and manner requested by the regulation services provider to effectively monitor:

(i) the conduct of and trading by marketplace participants on and across marketplaces, including the compliance of marketplace participants with the requirements set under subsection 7.3(1), and

(ii) the conduct of the recognized quotation and trade reporting system, including the compliance of the recognized quotation and trade reporting system with the requirements set under subsection 7.3(3); and

(b) comply with all orders or directions made by the regulation services provider..

12. Section 10.2 is amended by replacing “an agreement***” with “***a written agreement***” before “***with a regulation services provider that provides***”.***

13. This Instrument comes into force on October 1, 2015.

Alberta Securities Commission

AMENDMENTS TO
NATIONAL INSTRUMENT 33-105
Underwriting Conflicts

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 13, 2015 pursuant to sections 223 and 224 of the Securities Act.

Amendments to
National Instrument 33-105 *Underwriting Conflicts*

1. National Instrument 33-105 Underwriting Conflicts is amended by this Instrument.

2. The following Part is added:

PART 3A – NON-DISCRETIONARY EXEMPTIONS - ELIGIBLE FOREIGN SECURITIES

3A.1 Definitions - In this Part,

“eligible foreign security” means a security offered primarily in a foreign jurisdiction as part of a distribution of securities in either of the following circumstances:

(a) the security is issued by an issuer

(i) that is incorporated, formed or created under the laws of a foreign jurisdiction,

(ii) that is not a reporting issuer in a jurisdiction of Canada,

(iii) that has its head office outside of Canada, and

(iv) that has a majority of the executive officers and a majority of the directors ordinarily resident outside of Canada;

(b) the security is issued or guaranteed by the government of a foreign jurisdiction;

“executive officer” means, for an issuer, an individual who

(a) is a chair, vice-chair or president,

(b) is a chief executive officer or chief financial officer,

(c) is a vice-president in charge of a principal business unit, division or function including sales, finance or production, or

(d) performs a policy-making function in respect of the issuer;

“exempt offering document” means:

(a) in New Brunswick, Nova Scotia, Ontario and Saskatchewan, an offering memorandum as defined under the securities legislation of that jurisdiction, and

(b) in all other jurisdictions, a document including any amendments to the document, that

(i) describes the business and affairs of an issuer, and

(ii) has been prepared primarily for delivery to and review by a prospective purchaser to assist the prospective purchaser in making an investment decision in respect of securities being distributed pursuant to an exemption from the prospectus requirement;

"FINRA" means the self regulatory organization in the United States of America known as the Financial Industry Regulatory Authority;

"permitted client" has the same meaning as in section 1.1 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

3A.2 Application - This Part does not apply to a distribution if a prospectus has been filed with a Canadian securities regulatory authority for the distribution.

3A.3 Exemption based on U.S. disclosure - Subsection 2.1(1) does not apply to a distribution of a security described in paragraph (a) of the definition of eligible foreign security if all of the following apply:

(a) the distribution is made to a permitted client through a registered dealer or international dealer;

(b) the registered dealer or international dealer delivers a written notice to the permitted client before or during the distribution of the eligible foreign security that specifies the exemption relied on and a reference to this section;

(c) an exempt offering document prepared with respect to the distribution is delivered to the permitted client;

(d) a concurrent distribution of the security is made by the issuer to investors in the U.S.;

(e) the exempt offering document contains the same disclosure as that provided to investors in the U.S.;

(f) if applicable, the disclosure provided in the exempt offering document for a distribution referred to in paragraph (d) is made in compliance with FINRA rule 5121, as amended from time to time;

(g) the distribution referred to in paragraph (d) is made in compliance with applicable U.S. federal securities law.

3A.4 Exemption for foreign government securities - Subsection 2.1(1) does not apply to a distribution of a security described in paragraph (b) of the definition of eligible foreign security if:

(a) the distribution is made to a permitted client through a registered dealer or international dealer, and

(b) the registered dealer or international dealer delivers a written notice to the permitted client, before or during the distribution of the eligible foreign security that specifies the exemption relied on and a reference to this section.

3A.5 Manner of notice – For greater certainty, a notice required under paragraphs 3A.3(b) and 3A.4(b) may be incorporated into the exempt offering document delivered to the permitted client.

3A.6 Alternative compliance with notice requirement - A notice will be considered to have been delivered to a permitted client in compliance with paragraph 3A.3(b) or 3A.4(b), if

(a) the registered dealer or international dealer has previously delivered a notice to the permitted client in compliance with paragraph 3A.3(b) or 3A.4(b), and

(b) the notice stated that the registered dealer or international dealer intends to rely on the exemption in paragraph 3A.3(b) or 3A.4(b), as applicable, for any distribution in the future of an eligible foreign security to the permitted client..

3. This Instrument comes into force on September 8, 2015.

Alberta Securities Commission

Multilateral Instrument 45-107
Listing Representation and Statutory Rights of Action Disclosure Exemptions

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 13, 2015 pursuant to sections 223 and 224 of the Securities Act.

MULTILATERAL INSTRUMENT 45-107 *LISTING REPRESENTATION AND STATUTORY RIGHTS OF ACTION DISCLOSURE EXEMPTIONS*

Definitions

1. In this Instrument

"eligible foreign security" means a security offered primarily in a foreign jurisdiction as part of a distribution of securities in either of the following circumstances:

(a) the security is issued by an issuer

(i) that is incorporated, formed or created under the laws of a foreign jurisdiction,

(ii) that is not a reporting issuer in a jurisdiction of Canada,

(iii) that has its head office outside of Canada, and

(iv) that has a majority of the executive officers and a majority of the directors ordinarily resident outside of Canada;

(b) the security is issued or guaranteed by the government of a foreign jurisdiction;

"executive officer" means, for an issuer, an individual who

(a) is a chair, vice-chair or president,

(b) is a chief executive officer or chief financial officer,

(c) is a vice-president in charge of a principal business unit, division or function including sales, finance or production, or

(d) performs a policy-making function in respect of the issuer;

"exempt offering document" means:

(a) in New Brunswick, Nova Scotia and Saskatchewan, an offering memorandum as defined under the securities legislation of that jurisdiction, and

(b) in all other jurisdictions, a document including any amendments to the document, that

(i) describes the business and affairs of an issuer, and

(ii) has been prepared primarily for delivery to and review by a prospective purchaser to assist the prospective purchaser in making an investment decision in respect of securities being distributed pursuant to an exemption from the prospectus requirement;

"listing representation prohibition" means the prohibition in the securities legislation set out in Appendix A;

"permitted client" has the same meaning as in section 1.1 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;

"statutory rights of action disclosure requirement" means the provision in the securities legislation set out in Appendix B.

Exemption from Listing Representation Prohibition

2. The listing representation prohibition does not apply to a representation made in an exempt offering document in connection with a distribution of an eligible foreign security if

(a) the distribution is made only to one or more permitted clients,

(b) the representation does not contain a misrepresentation, and

(c) the representation is made in compliance with the by-laws and rules of the exchange or quotation and trade reporting system referred to in the representation.

Alternative Disclosure of Statutory Rights

3. (1) In New Brunswick, Nova Scotia and Saskatchewan, the statutory rights of action disclosure requirement is satisfied in respect of a distribution of an eligible foreign security to a prospective purchaser that is a permitted client if the disclosure specified by subsection (2) is provided in one of the following ways:

(a) in the exempt offering document;

(b) in a document delivered to the permitted client at the same time as the exempt offering document;

(c) in a written notice that has been delivered to the permitted client by a registered dealer or international dealer that provides the disclosure required by paragraph 2(b) and advises that the notice will apply to all future distributions.

(2) A person or company relying on subsection (1) must include disclosure that is substantively similar to one of the following disclosure statements:

(a) if the disclosure is included in an exempt offering document:

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

(b) if the disclosure is provided other than in an exempt offering document:

If, in connection with a distribution of an eligible foreign security, as defined in [Multilateral Instrument 45-107 Listing Representation and Statutory Rights of Action Disclosure Exemptions, or other applicable provision] we deliver to you an offering document that constitutes an offering memorandum under applicable securities laws in Canada, you may have, depending on the province or territory of Canada in which the trade was made to you, remedies for rescission or damages if the offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by you within the time limit prescribed by the securities legislation of your province or territory. You should refer to any applicable provisions of the securities legislation of your province or *territory for the particulars of these rights or consult with a legal advisor.*

Limitation of Application

4. Sections 2 and 3 do not apply to a distribution of an eligible foreign security if a prospectus has been filed with a Canadian securities regulatory authority for the distribution.

Effective Date

5. This Instrument comes into force on September 8, 2015.

Appendix A

to Multilateral Instrument 45-107 *Listing Representation and Statutory Rights of Action Disclosure Exemptions*

Listing Representation Prohibition

Alberta:	Subsection 92(3) of the *Securities Act* (Alberta)
Manitoba:	Subsection 69(3) of the *Securities Act* (Manitoba)
New Brunswick:	Subsection 58(3) of the *Securities Act* (New Brunswick)
Newfoundland and Labrador:	Subsection 39(3) of the *Securities Act* (Newfoundland and Labrador)
Northwest Territories:	Subsection 147(1) *Securities Act* (Northwest Territories)
Nova Scotia:	Subsection 44(3) of the Securities Act (Nova Scotia)
Nunavut:	Subsection 147(1) of the *Securities Act* (Nunavut)
Prince Edward Island:	Subsection 147(1) of the *Securities Act* (Prince Edward Island)
Quebec:	Fourth paragraph of section 199 of the *Securities Act* (Quebec)
Saskatchewan:	Subsection 44(3) of the *Securities Act* (Saskatchewan)
Yukon:	Subsection 147(1) of the *Securities Act* (Yukon)

Appendix B

to Multilateral Instrument 45-107 *Listing Representation and Statutory Rights of Action Disclosure Exemptions*

Statutory Rights of Action Disclosure Requirement

New Brunswick:	Section 2.2 of Local Rule 45-802 *Implementing National Instrument 45-106 – Prospectus and Registration Exemptions*
Nova Scotia:	Subsection 65(3) of the *Securities Act* (Nova Scotia)
Saskatchewan:	Subsection 80.2(1) of the *Securities Act* (Saskatchewan)

Transportation

Contract Increases Approved Pursuant to Treasury Board Directive 02-05

Contract No: 7678/10
Contractor: Border Paving Ltd.
Reason for Increase: This contract involves grading, bridge culvert, granular base course, asphalt concrete pavement, street lighting, traffic signals and other work on Hwy. 625 in the town of Nisku. The contract increase is a result of design changes and additional work required over what was originally anticipated due to unforeseen ground site conditions.
Contract Amount: $14,168,801
% Increase: 18.4
Amount of Increase: $2,600,540
Date Approved: November 23, 2010

Contract No: 13165
Contractor: G.T.S. Constructors Inc.
Reason for Increase: This contract involves bridge rehabilitation and other work for a bridge carrying the eastbound lane(s) of Hwy. 1 over Hwy. 2 in the city of Calgary. The contract increase is a result of additional work required over what was originally anticipated due to unforeseen site conditions, and a bonus earned by the contractor for minimizing project duration and traffic disruption. As the junction facilitates large traffic volumes at a key economic link in the highway network, the typical rates for penalty/bonus in the contract were increased by a factor of four.
Contract Amount: $1,706,651
% Increase: 60.5
Amount of Increase: $1,032,206
Date Approved: September 5, 2012

Contract No: 7857/10
Contractor: Sandstar Construction Ltd.
Reason for Increase: This contract involves cold milling, asphalt concrete pavement and other work on Hwy. 660 and Hwy. 892. The contract increase is a result of adding work to the contract to address pavement deterioration at five intersections resulting from heavy traffic increases.
Contract Amount: $5,398,961
% Increase: 19.7
Amount of Increase: $1,060,525
Date Approved: June 26, 2013

Contract No: 10666
Contractor: Kichton Contracting Ltd.
Reason for Increase: This contract involves slide repair, construction of a concrete pile wall and other work on South Dunvegan Hill adjacent to Hwy. 2 north of Rycroft. The contract increase is a result of adding work to the contract to address another slide that occurred adjacent to the project site after heavy rains.
Contract Amount: $2,207,500
% Increase: 18.3
Amount of Increase: $403,964
Date Approved: December 4, 2012

Contract No: 799310
Contractor: Ruel Brothers, Division of E Construction Ltd.
Reason for Increase: This contract involves grading, bridge culverts, granular base course, asphalt concrete pavement, street lighting, and other work on Hwy. 2 and Hwy. 688 southeast of Peace River. The contract increase is a result of the completed work exceeding the estimated quantity of work required.
Contract Amount: $10,051,893
% Increase: 10.7
Amount of Increase: $1,077,173
Date Approved: December 13, 2012

Contract No: 13479
Contractor: deGraaf Excavating Ltd.
Reason for Increase: This contract involves upgrades to the main canal between Belly River and the St. Mary Reservoir. The contract increase is a result of adding improvements to the project to reduce future maintenance costs.
Contract Amount: $1,571,000
% Increase: 12.3
Amount of Increase: $193,380
Date Approved: December 13, 2012

Contract No: 13005
Contractor: MJB Enterprises Ltd.
Reason for Increase: This contract involves headgate rehabilitation on the Cavan Lake Headworks System. The contract increase is a result of adding improvements to the project to facilitate remote operation of the system, rather than manual operation, and other miscellaneous items.
Contract Amount: $727,740
% Increase: 16.0
Amount of Increase: $116,779
Date Approved: December 17, 2012

Contract No: 14386
Contractor: West-Can Seal Coating Inc.
Reason for Increase: This contract involves Crack Repair, Chip Seal and Graded Aggregate Coat and other work for Hwy. 2, Hwy. 36 and Hwy. 901. The contract increase is a result of adding Hwy. 506 to the project to address its deterioration.
Contract Amount: $1,859,036
% Increase: 29.2
Amount of Increase: $543,150
Date Approved: July 5, 2013

Contract No: 12269
Contractor: LaFarge Canada Inc.
Reason for Increase: This contract involves bridge rehabilitation and other work for a bridge carrying Hwy. 831 over the North Saskatchewan River, south of Waskatenau. The contract increase is a result of additional work required over what was originally anticipated due to subsurface site conditions.
Contract Amount: $1,623,765
% Increase: 13.1
Amount of Increase: $212,905
Date Approved: March 25, 2014

Contract No: 15000
Contractor: deGraaf Excavating Ltd.
Reason for Increase: This contract involves rock weir construction and other work for the Carseland-Bow River Headworks System Dyke at Johnson's Island on the Bow River. The contract increase is a result of additional work required over what was originally anticipated due to changing site conditions associated with continuing high water flows.
Contract Amount: $500,000
% Increase: 56.3
Amount of Increase: $281,513
Date Approved: August 27, 2013

Contract No: 14196
Contractor: G.T.S. Constructors Inc.
Reason for Increase: This contract involves bridge rehabilitation and other work for a bridge carrying the eastbound lane(s) of Memorial Drive over Hwy. 2 in the city of Calgary. The contract increase is a result of quantity of work increasing over what was originally anticipated due to unforeseen subsurface site conditions, and a bonus earned by the contractor for minimizing project duration and traffic disruption. As the junction facilitates large traffic volumes at a key economic link in the highway network, the typical rates for penalty/bonus in the contract were increased by a factor of four.
Contract Amount: $1,952,993
% Increase: 39.6
Amount of Increase: $773,857
Date Approved: November 8, 2013

ADVERTISEMENTS

Notice of Certificate of Intent to Dissolve

(Business Corporations Act)

Notice is hereby given that a Certificate of Intent to Dissolve was issued to **Reub-Roy Builders Limited** on January 23, 2015.

Sandra L. Manning, *Barrister & Solicitor.*

Notice of Winding-Up

(Winding-up and Restructuring Act)

In the matter of the winding-up of the insurance business in Canada of Reliance Insurance Company- Canadian Branch ("Reliance Canada")

Important notice regarding a proposed settlement and discharge of all claims and potential claims in connection with insurance policies issued to or for the benefit of Imperial Tobacco Canada Limited ("ITCAN") and its related entities

On December 3, 2001, the Ontario Superior Court of Justice (the "**Court**") ordered the winding-up of Reliance Canada, under the provisions of the *Winding-up and Restructuring Act*. The Court appointed KPMG Inc. as liquidator (the "**Liquidator**").

This Notice is being given pursuant to the Order of the Court made July 15, 2015 (the "**Directions Order**"). The Liquidator hereby gives notice that it has brought a motion (the "**ITCAN Approval Motion**") returnable before the Court on November 2, 2015, or such other date as may be set by the Court. **The ITCAN Approval Motion and the relief sought therein may affect you and any claims or potential claims that you may have against Reliance Canada, or any of its related parties,**

arising by virtue of or in connection with policies of insurance issued by Reliance Canada (the "Reliance Policies") to or for the benefit of ITCAN.

The ITCAN Approval Motion seeks an Order of the Court approving the full and final settlement and release agreement dated June 17, 2015 entered into by Reliance Canada and ITCAN, and other related relief. This relief includes a declaration that any and all claims or potential claims against Reliance Canada and its related parties, in connection with or arising by virtue of claims against ITCAN or entities related to ITCAN which may be insured by the Reliance Policies, will be deemed to be completely released and discharged. The foregoing includes (but is not limited to) any claims in connection with the Reliance Policies pursuant to the direct action provisions of the *Code Civil du Québec* or any other statutory provisions granting rights of recovery against Reliance Canada.

This Notice and the summary herein of the ITCAN Approval Motion do not replace and are not a substitute for the materials filed in support of the ITCAN Approval Motion. You may obtain a copy of such materials, as well as a copy of the Directions Order, from the Liquidator's website at www.relianceinsurance.ca or from the undersigned.

Please note that the Directions Order provides that any person who intends to appear and make submissions at the hearing of the ITCAN Approval Motion ("Responding Party") shall serve a Notice of Appearance, in the form attached to the Directions Order, on counsel for the Liquidator, so as to be received by such counsel on or before September 16, 2015.

Further, the Directions Order provides that any Responding Party who will rely on responding materials at the hearing of the ITCAN Approval Motion shall, on or before October 13, 2015: (i) serve such responding materials on counsel for the Liquidator and on each Responding Party, and (ii) file such materials with the Court.

KPMG Inc.,
Liquidator, Reliance Insurance Company
Canadian Branch
Bay-Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Janine M. Bradley, Senior Manager

Dans l'affaire de la liquidation des activités d'assurance au Canada de la Succursale canadienne de la Reliance Insurance Company (« Reliance Canada »)

Avis important concernant une proposition de paiement libératoire de toutes les réclamations actuelles et potentielles effectuées dans le cadre de polices d'assurance émises au nom ou au bénéfice d'Imperial Tobacco Canada Limitée (« ITCAN ») et de ses parties liées

Le 3 décembre 2001, la Cour supérieure de justice de l'Ontario (la « **Cour** ») a ordonné la liquidation de Reliance Canada, en vertu de la *Loi sur les liquidations et les restructurations*. KPMG Inc. a été nommé liquidateur (le « **liquidateur** ») par la Cour.

Le présent avis est signifié en application d'une ordonnance de la Cour délivrée le 15 juillet 2015 (l'« **ordonnance d'instructions** »). Le liquidateur fait savoir par la présente qu'il a présenté une requête (la « **requête d'approbation ITCAN** ») rapportable devant la Cour le 2 novembre 2015, ou à une autre date déterminée par la Cour. **La requête d'approbation ITCAN et les mesures réparatoires réclamées peuvent avoir des incidences pour vous et toute réclamation actuelle ou potentielle que vous pourriez présenter ou avoir présentée contre Reliance Canada, ou l'une ou l'autre de ses parties liées, en vertu ou en conséquence de polices d'assurance émises par Reliance Canada (les « polices Reliance ») au nom ou au bénéfice d'ITCAN.**

La requête d'approbation ITCAN vise à obtenir une ordonnance de la Cour autorisant l'accord de règlement libératoire intégral et définitif établi en date du 17 juin 2015 entre Reliance Canada et ITCAN, et d'autres mesures réparatoires connexes. Ces dernières comprennent une déclaration selon laquelle Reliance Canada et ses parties liées sont réputées être entièrement libérées et dégagées de toute responsabilité à l'égard de toute réclamation actuelle ou potentielle en vertu ou en conséquence de réclamations faites à l'encontre d'ITCAN ou de ses parties liées qui seraient couvertes par les polices Reliance, y compris (sans s'y limiter) toute réclamation faite dans le cadre des polices Reliance, en application des dispositions du *Code civil du Québec* concernant le recours direct ou de toute autre disposition législative accordant des droits de recouvrement contre Reliance Canada.

Le présent avis et le sommaire de la requête d'approbation ITCAN qui y est présenté ne remplacent pas les documents déposés à l'appui de la requête d'approbation ITCAN et ne peuvent s'y substituer. Vous pouvez obtenir une copie desdits documents ou de l'ordonnance d'instructions sur le site du liquidateur, à l'adresse www.relianceinsurance.ca, ou auprès de la soussignée.

Veuillez prendre note qu'en vertu de l'ordonnance d'instructions, toute personne ayant l'intention d'assister et de présenter des observations à l'audience de la requête d'approbation ITCAN (la « partie intimée ») doit, pour être entendue par le conseil du liquidateur, signifier à ce dernier un avis de comparution, au moyen du formulaire joint à l'ordonnance d'instructions, le ou avant le 16 septembre 2015.

L'ordonnance d'instructions prévoit en outre que toute partie intimée qui entend utiliser des documents à l'appui de son intervention lors de l'audience de la requête d'approbation ITCAN doit, le ou avant le 13 octobre 2015 : a) signifier les documents en question au conseil du liquidateur et à chacune des parties intimées, et b) déposer les documents en question auprès de la Cour.

KPMG Inc.,
Liquidateur de Reliance Insurance Company –
Succursale canadienne
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto (Ontario) M5H 2S5

Janine M. Bradley, directrice principale

In the matter of the winding-up of the insurance business in Canada of Reliance Insurance Company- Canadian Branch ("Reliance Canada")

Important notice regarding a proposed settlement and discharge of all claims and potential claims in connection with insurance policies issued to or for the benefit of Rothmans, Benson & Hedges Inc. ("RBH") and its related entities

On December 3, 2001, the Ontario Superior Court of Justice (the "**Court**") ordered the winding-up of Reliance Canada, under the provisions of the *Winding-up and Restructuring Act*. The Court appointed KPMG Inc. as liquidator (the "**Liquidator**").

This Notice is being given pursuant to the Order of the Court made July 15, 2015 (the "**Directions Order**"). The Liquidator hereby gives notice that it has brought a motion (the "**RBH Approval Motion**") returnable before the Court on November 2, 2015, or such other date as may be set by the Court. **The RBH Approval Motion and the relief sought therein may affect you and any claims or potential claims that you may have against Reliance Canada, or any of its related parties, arising by virtue of or in connection with policies of insurance issued by Reliance Canada (the "Reliance Policies") to or for the benefit of RBH.**

The RBH Approval Motion seeks an Order of the Court approving the full and final settlement and release agreement dated May 7, 2015 entered into by Reliance Canada and RBH, and other related relief. This relief includes a declaration that any and all claims or potential claims against Reliance Canada and its related parties, in connection with or arising by virtue of claims against RBH or entities related to RBH which may be insured by the Reliance Policies, will be deemed to be completely released and discharged. The foregoing includes (but is not limited to) any claims in connection with the Reliance Policies pursuant to the direct action provisions of the *Code Civil du Québec* or any other statutory provisions granting rights of recovery against Reliance Canada.

This Notice and the summary herein of the RBH Approval Motion do not replace and are not a substitute for the materials filed in support of the RBH Approval Motion. You may obtain a copy of such materials, as well as a copy of the Directions Order, from the Liquidator's website at www.relianceinsurance.ca or from the undersigned.

Please note that the Directions Order provides that any person who intends to appear and make submissions at the hearing of the RBH Approval Motion ("Responding Party") shall serve a Notice of Appearance, in the form attached

to the Directions Order, on counsel for the Liquidator, so as to be received by such counsel on or before September 16, 2015.

Further, the Directions Order provides that any Responding Party who will rely on responding materials at the hearing of the RBH Approval Motion shall, on or before October 13, 2015: (i) serve such responding materials on counsel for the Liquidator and on each Responding Party, and (ii) file such materials with the Court.

KPMG Inc.,
Liquidator, Reliance Insurance Company
Canadian Branch
Bay-Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Janine M. Bradley, Senior Manager

Dans l'affaire de la liquidation des activités d'assurance au Canada de la Succursale canadienne de la Reliance Insurance Company (« Reliance Canada »)

Avis important concernant une proposition de paiement libératoire de toutes les réclamations actuelles et potentielles effectuées dans le cadre de polices d'assurance émises au nom ou au bénéfice de Rothmans, Benson & Hedges Inc. (« RBH ») et de ses parties liées

Le 3 décembre 2001, la Cour supérieure de justice de l'Ontario (la « **Cour** ») a ordonné la liquidation de Reliance Canada, en vertu de la *Loi sur les liquidations et les restructurations*. KPMG Inc. a été nommé liquidateur (le « **liquidateur** ») par la Cour.

Le présent avis est signifié en application d'une ordonnance de la Cour délivrée le 15 juillet 2015 (l'« **ordonnance d'instructions** »). Le liquidateur fait savoir par la présente qu'il a présenté une requête (la « **requête d'approbation RBH** ») rapportable devant la Cour le 2 novembre 2015, ou à une autre date déterminée par la Cour. **La requête d'approbation RBH et les mesures réparatoires réclamées peuvent avoir des incidences pour vous et toute réclamation actuelle ou potentielle que vous pourriez présenter ou avoir présentée contre Reliance Canada, ou l'une ou l'autre de ses parties liées, en vertu ou en conséquence de polices d'assurance émises par Reliance Canada (les « polices Reliance ») au nom ou au bénéfice de RBH.**

La requête d'approbation RBH vise à obtenir une ordonnance de la Cour autorisant l'accord de règlement libératoire intégral et définitif établi en date du 7 mai 2015 entre Reliance Canada et RBH, et d'autres mesures réparatoires connexes. Ces dernières comprennent une déclaration selon laquelle Reliance Canada et ses parties liées sont réputées être entièrement libérées et dégagées de toute responsabilité à l'égard de toute réclamation actuelle ou potentielle en vertu ou en conséquence de réclamations faites à l'encontre de RBH ou de ses parties liées qui seraient couvertes par les polices Reliance, y compris (sans s'y limiter) toute réclamation faite dans le cadre des polices Reliance, en application des dispositions du *Code civil du Québec* concernant le recours direct ou de toute autre disposition législative accordant des droits de recouvrement contre Reliance Canada.

Le présent avis et le sommaire de la requête d'approbation RBH qui y est présenté ne remplacent pas les documents déposés à l'appui de la requête d'approbation RBH et ne peuvent s'y substituer. Vous pouvez obtenir une copie desdits documents ou de l'ordonnance d'instructions sur le site du liquidateur, à l'adresse www.relianceinsurance.ca, ou auprès de la soussignée.

Veuillez prendre note qu'en vertu de l'ordonnance d'instructions, toute personne ayant l'intention d'assister et de présenter des observations à l'audience de la requête d'approbation RBH (la « partie intimée ») doit, pour être entendue par le conseil du liquidateur, signifier à ce dernier un avis de comparution, au moyen du formulaire joint à l'ordonnance d'instructions, le ou avant le 16 septembre 2015.

L'ordonnance d'instructions prévoit en outre que toute partie intimée qui entend utiliser des documents à l'appui de son intervention lors de l'audience de la requête d'approbation RBH doit, le ou avant le 13 octobre 2015 : a) signifier les documents en question au conseil du liquidateur et à chacune des parties intimées, et b) déposer les documents en question auprès de la Cour.

KPMG Inc.,
Liquidateur de Reliance Insurance Company –
Succursale canadienne
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto (Ontario) M5H 2S5

Janine M. Bradley, directrice principale

Public Sale of Land

(Municipal Government Act)

Birch Hills County

Notice is hereby given that under the provisions of the Municipal Government Act, Birch Hills County will offer for sale, by public auction, in the Administration Office of Birch Hills County, located at 4601 – 50th Street in Wanham, Alberta, on Monday, October 5, 2015, at 1:00 p.m., the following lands:

Lot	Block	Plan	Hamlet	Linc
1	5	3310KS	Eaglesham	0017609033
1		9320186		0024280067

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.

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

Terms: 10% deposit to be paid at public auction (nonrefundable to successful bidder), balance within 10 days of public auction. All payments shall be by cash or certified cheque.

The land is being offered for sale on an "as is, where is" basis and Birch Hills County 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 Birch Hills County. No further information is available at the auction regarding the lands to be sold.

Properties will be removed from the public auction list at such time full payment of tax arrears and costs are received.

Birch Hills County shall collect Title Registration Fees from the purchaser upon final payment at the rate charged by Land Titles Office.

Dated at Wanham, Alberta, July 10, 2015.

Harold Northcott, *CAO*.

Mackenzie County

Notice is hereby given that, under the provisions of the Municipal Government Act, Mackenzie County will offer for sale, by public auction, in the Council Chambers located at 4511 – 46 Avenue in the Hamlet of Fort Vermilion, Alberta, on Wednesday, September 30, 2015, at 1:00 p.m., the following lands:

Lot	**Block**	**Plan**	**C of T**	**Linc**
11	01	2938RS	942278712	0019473875
09	01	842 0527	842046720D	0011166295
17	01	842 0527	842046720K	0011171196
18	01	842 0527	842046720L	0011171204
21	01	842 0527	842046720O	0011171238
22	01	842 0527	842046720P	0011171246
23	01	084 0527	842046720Q	0011171254
03	08	2938RS	052236049	0012886198

24	02A	902 2917	022234589	0015539969
11	33	042 5759	122084377	0030738900
13	18	072 0008	082023252	0032158479
49	05	892 1752	012162126	0010859379
52	05	892 1752	932124543001	0010861251
10	02	Carcajou	092400497	0016410581
09	23	062 6286	072114638	0031966765
35	01	782 0147	022312134	0013949227
21		922 2231	012245548	0023137110

M	**RG**	**TWP**	**SEC**	**Q**	**C of T**	**Linc**
5	12	107	17	NE	072539948	0022124028
5	18	110	30	NE	112065291022	0026130195

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. Additional conditions of building demolition and leveling of lot and/or repair of unsightly conditions will apply.

The land is being offered for sale on an “as is, where is” basis and the Mackenzie County 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 Mackenzie County. No further information is available at the auction regarding the lands to be sold. This list is subject to deletions.

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

Terms: Cash, Certified Cheque or Money Order.

Deposit: $1,000.00 (Non-refundable to the successful bidder) at time of the sale.

Balance: To be paid to Mackenzie County within 30 (thirty) calendar days of the date of the auction.

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

Dated at the Hamlet of Fort Vermilion, Alberta.

Joulia Whittleton, *Chief Administrative Officer*.

Municipal District of Provost No. 52

Notice is hereby given that under the provisions of the Municipal Government Act, the Municipal District of Provost No. 52 will offer for sale, by public auction to be held in the Municipal Administration Building at Provost, Alberta, on Thursday, October 8, 2015, at 10:00 a.m., the following parcels of land:

Pt. of Sec.	Sec	Twp	Rge	Mer
N.W.	6	40	9	W4 (160 Acres)

Plan	Block	Lot	
8321528	7	2	(Hamlet of Cadogan)
4255AC	2	A	(Hamlet of Rosyth)

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 Municipal District of Provost No. 52 may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: CASH or CERTIFIED CHEQUE.

The above property may be subject to G.S.T.

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

Dated at Provost, Alberta, July 17, 2015.

Tyler Lawrason, *Administrator*.

Town of Black Diamond

Notice is hereby given that, under the provisions of the Municipal Government Act, Town of Black Diamond will offer for sale, by public auction, in the Municipal Office, Town of Black Diamond, Alberta, on Monday, October 26, 2015, at 10:00 a.m., the following parcels:

Roll No	Lot	Block	Plan	C of T
62300	2	4	8111593	821 140 176
147800	8	8	613910	111 062 794

Redemption of a parcel of land offered for sale may be effected by certified payment of all arrears, penalties and costs at any time prior to the auction.

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

The lands are being offered for sale on an “as is, where is” basis, and the Municipality makes no representation and gives no warranty whatsoever as to the suitability of the lands for any intended use by the successful bidder.

GST will apply to all properties subject to GST sold at the auction.

The purchaser of the property will be responsible for property taxes for the current year.

The successful bidder must, at the time of the sale, make a non-refundable ten percent (10%) deposit in cash, certified cheque or bank draft payable to the municipality, with the balance of the purchase price due within thirty (30) days of the sale.

No terms or conditions of sale will be considered other than those specified by the municipality.

The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to bid for or buy a parcel of land on behalf of the municipality.

If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.

Once the property is declared sold to another individual at public auction the previous owner has no further right to pay the tax arrears.

The risk of the property lies with the purchaser immediately following the auction.

The purchaser will be required to execute a Sale Agreement in form and substance provided by the municipality.

The purchaser is responsible for obtaining vacant possession.

The purchaser will be responsible for the transfer registration fee.

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

Joanne Irwin, *Chief Administrative Office*.

Town of Bonnyville

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Bonnyville will offer for sale, by public auction, in the Town of Bonnyville Council Chambers, Bonnyville, Alberta, on Thursday, October 8, 2015, at 10:30 a.m., the following lands:

Certificate of Title	Legal Description Plan; Block; Lot	Roll Number
042209010	435EO;;10	00112400
132163259	4668NY;19;23	00177900
012227814	5752MC;9;32	00204600

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 Bonnyville 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 property for any intended use by the Purchaser.

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

Terms: Cash, Bank Draft or Certified Cheque payable by the end of day October 8th, 2015.

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

Dated at Bonnyville, Alberta, July 27, 2015.

Mark Power, *Chief Administrative Officer*.

Town of Daysland

Notice is hereby given that, under the provisions of the Municipal Government Act, Town of Daysland will offer for sale, by public auction, in the Municipal Office, Town of Daysland, Alberta, on Friday, October 9, 2015, at 10:00 a.m., the following parcels:

Roll No	Lot	Block	Plan	C of T
240	17	1	7107X	022 272 383
297	14 - 17	14	7274S	072 244 192
498	1	-	8221993	942 238 364

Redemption of a parcel of land offered for sale may be effected by certified payment of all arrears, penalties and costs at any time prior to the auction.

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

The lands are being offered for sale on an "as is, where is" basis, and the Municipality makes no representation and gives no warranty whatsoever as to the suitability of the lands for any intended use by the successful bidder.

GST will apply to all properties subject to GST sold at the auction.

The purchaser of the property will be responsible for property taxes for the current year.

The successful bidder must, at the time of the sale, make a non-refundable ten percent (10%) deposit in cash, certified cheque or bank draft payable to the municipality, with the balance of the purchase price due within thirty (30) days of the sale.

No terms or conditions of sale will be considered other than those specified by the municipality.

The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to bid for or buy a parcel of land on behalf of the municipality.

If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.

Once the property is declared sold to another individual at public auction the previous owner has no further right to pay the tax arrears.

The risk of the property lies with the purchaser immediately following the auction.

The purchaser will be required to execute a Sale Agreement in form and substance provided by the municipality.

The purchaser is responsible for obtaining vacant possession.

The purchaser will be responsible for the transfer registration fee.

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

Rod Krips, *Chief Administrative Officer*.

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 20, 2015, at 10:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
1	18	1473HW	042 229 277
7	2	896TR	072 582 642
22	24	782 0086	032 089 949

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 effective by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Redwater, Alberta, July 7, 2015.

Debbie Hamilton, *Town Manager*.

Town of Stony Plain

Notice is hereby given that, under the provisions of the Municipal Government Act, Town of Stony Plain will offer for sale, by public auction, in the Municipal Office, Town of Stony Plain, Alberta, on Friday, November 6, 2015, at 10:00 a.m., the following parcels:

Roll No	Lot	Block	Plan	C of T
93400	25	-	9525186	072 018 687
93500	24	-	9525186	072 012 446
126100	65	1	8220181	102 236 170
390822	-	22	0622309	062 391 654

390870	-	70	0622309	062 430 303
644600	105	2	0740361	102 284 158

Redemption of a parcel of land offered for sale may be effected by certified payment of all arrears, penalties and costs at any time prior to the auction.

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

The lands are being offered for sale on an "as is, where is" basis, and the Municipality makes no representation and gives no warranty whatsoever as to the suitability of the lands for any intended use by the successful bidder.

GST will apply to all properties subject to GST sold at the auction.

The purchaser of the property will be responsible for property taxes for the current year.

The successful bidder must, at the time of the sale, make a non-refundable ten percent (10%) deposit in cash, certified cheque or bank draft payable to the municipality, with the balance of the purchase price due within thirty (30) days of the sale.

No terms or conditions of sale will be considered other than those specified by the municipality.

The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to bid for or buy a parcel of land on behalf of the municipality.

If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.

Once the property is declared sold to another individual at public auction the previous owner has no further right to pay the tax arrears.

The risk of the property lies with the purchaser immediately following the auction.

The purchaser will be required to execute a Sale Agreement in form and substance provided by the municipality.

The purchaser is responsible for obtaining vacant possession.

The purchaser will be responsible for the transfer registration fee.

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

Sharleen Horchuk, *Financial Services Manager*.

Town of Sundre

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Sundre will offer for sale, by public auction (sealed bids), at the Town Office, 717 Main Avenue W., Sundre, Alberta, on Wednesday, October 7, 2015, at 9:00 a.m., the following lands:

Linc #	**Lot**	**Block**	**Plan**	**Roll #**
0026708420	14	3	9610892	2522.000

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 Sundre 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 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 will be considered other than those specified by the Town of Sundre.

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

Terms: All bids must be presented in a sealed envelope; Cash or Certified cheque. A 10% deposit is payable upon the acceptance of the bid at the public auction. The balance of the accepted bid is due within thirty days from the date of the auction or the deposit will be forfeited and the Town will consider the next bid. Purchaser must pay October 8 – Dec. 31, 2015 taxes within 30 days of purchase.

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

Dated at the Town of Sundre, Alberta, August 15, 2015.

Dave Dubauskas, *Chief Administrative Officer.*

Village of Youngstown

Notice is hereby given that under the provisions of the Municipal Government Act, the Village of Youngstown will offer for sale, by public auction, in the Village Office, Youngstown, Alberta, on Tuesday, October 6, 2015, at 11:00 a.m., the following lands:

Lot	**Block**	**Plan**
3-5	5	7490AP
10 & 11	18	5377AV

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

Terms: Cash or certified cheque. Subject to Schedule A of By-law 500.

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

Dated at Youngstown, Alberta, July 27, 2015.

Emma Garlock, *Municipal Administrator*.

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.

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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*
August 31	October 11
September 15	October 26
September 30	November 10
October 15	November 25
October 31	December 11
November 14	December 25
November 30	January 10
December 15	January 25
December 31	February 10
January 15	February 25
January 30	March 11
February 15	March 27

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