

The Alberta Gazette

Part I

Vol. 120

Edmonton, Saturday, September 14, 2024

No. 17

APPOINTMENTS

Appointment of Justice of the Court of Justice

(Court of Justice Act)

September 3, 2024
James Douglas Sawa

September 6, 2024
Gina Louise Toni

October 15, 2024
Susan Helga Borsic, K.C.

Designation of Assistant Chief Justice - Calgary Criminal Division and Calgary Region

(Court of Justice Act)

August 28, 2024
Honourable Justice Eric John Tolppanen
For a term to expire August 27, 2029.

Designation of Assistant Chief Justice - Southern Region

(Court of Justice Act)

September 30, 2024
Honourable Justice Eric Dean Brooks
For a term to expire September 29, 2029.

GOVERNMENT NOTICES

Arts, Culture and Status of Women

Order Designating Provincial Historic Resource (Historical Resources Act)

File: Des. 1371
MO 13/24

I, Tanya Fir, Minister of Arts, Culture and Status of Women, pursuant to section 20(1) of the *Historical Resources Act*, RSA 2000 cH-9, **hereby**:

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

Big Eddy Farmhouse, together with the land legally described as:

Meridian 5 Range 18 Township 53 Section 3

All that portion of the north east quarter which lies to the north of the north bank of the McLeod River as shown on a plan of survey of the said township signed at Ottawa on the 11th day of June A.D. 1909, containing 50.2 hectares (123.90 acres) more or less.

Excepting thereout:

(A) 5.13 hectares (12.67 acres) more or less, for right of way of the Grand Trunk Pacific Railway as shown on Railway Plan 691AC

(B) 2.67 hectares (6.60 acres) more or less, for right of way and extra land of the Canadian Northern Railway as shown on Railway Plan 7698AP

(C) 4.45 hectares (10.98 acres) more or less, taken for extra right of way of the Canadian National Railway Company as shown colored pink on Railway Plan 207MC

(D) all that portion lying to the north of the northerly limit of the Canadian National Railway Company as shown on Railway Plan 207MC containing 14.42 hectares (35.63 acres) more or less

Excepting thereout all mines and minerals

and municipally located in Yellowhead County, 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.*

Dated at Edmonton, Alberta, June 27, 2024.

Tanya Fir, Minister.

Order Partially Rescinding a Provincial Historic Resource
(Historical Resources Act)

File: Des. 2268
MO 16/24 ACSW

I, Tanya Fir, Minister of Arts, Culture and Status of Women, pursuant to section 20(15) of the *Historical Resources Act*, rescind that portion of the Northern Defence Radar Station Provincial Historic Resource designation made in Ministerial Order 24/10 (Culture and Community Spirit) and registered in the Land Titles Office as instrument 102 274 955, with respect to the lands legally described as:

Meridian 4 Range 2 Township 63 Section 12
Legal Subdivision 5
Containing 16.3 hectares (40.3 acres) more or less

Excepting thereout:

A) Plan 2321089 Subdivision 4.860 hectares (12.01 acres) more or less

Excepting thereout all mines and minerals and the right to work the same

and

Meridian 4 Range 2 Township 63 Section 11
Legal Subdivision 8
Containing 16.3 hectares (40.25 acres) more or less

Excepting thereout:

A) Plan 2321089 Subdivision 0.717 hectares (1.77 acres) more or less

Excepting thereout all mines and minerals and the right to work the same

and

Meridian 4 Range 2 Township 63 Section 11
Legal Subdivision 9
Containing 16.2 hectares (40 acres) more or less

Excepting thereout:

A) Plan 2321089 Subdivision 1.054 hectares (2.60 acres)

B) Plan 2420681 Subdivision 14.61 hectares (36.10 acres)

Excepting thereout all mines and minerals and the right to work the same

and

Legal Subdivision Twelve (12) of Section Twelve (12) Township Sixty Three (63)
Range Two (2) West of the Fourth Meridian as shown on a plan of survey of the said
township signed at Ottawa on the 10th day of January A.D. 1920, containing
16.3 hectares (40.30 acres) more or less

Excepting thereout:

A) Plan 2321089 Subdivision 3.110 hectares (7.68 acres) more or less

Excepting thereout all mines and minerals

and

Plan 2420681

Block 2

Lot 1PUL (Public Utility Lot)

Excepting thereout all mines and minerals

and

Plan 2420681

Block 2

Lot 2

Excepting thereout all mines and minerals

and

Plan 2420681

Block 2

Lot 3MR (Municipal Reserve)

Excepting thereout all mines and minerals

Dated at Edmonton, Alberta, July 18, 2024.

Tanya Fir, *Minister*.

File: Des. 2268
MO 17/24 ACSW

I, Tanya Fir, Minister of Arts, Culture and Status of Women, pursuant to section
20(15) of the *Historical Resources Act*, rescind that portion of the Northern Defence
Radar Station Provincial Historic Resource designation made in Ministerial Order
24/10 (Culture and Community Spirit) and registered in the Land Titles Office as
instrument 102 274 955, with respect to the lands comprising the roadway created by
subdivision plans 232 1089 and 242 0681.

Dated at Edmonton, Alberta, July 18, 2024.

Tanya Fir, *Minister*.

Education

Ministerial Order No. 015/2024

(Education Act)

I, Demetrios Nicolaides, Minister of Education, pursuant to Sections 78, 114, 117.1, and 118 of the *Education Act* make the Order in the attached Appendix, being The Grande Prairie Roman Catholic Separate School Division and The Holy Family Catholic Separate School Division Boundary Adjustment Order and Trustee Election Order.

Dated at Calgary, Alberta, August 26, 2024.

Demetrios Nicolaides, *Minister*.

APPENDIX

The Grande Prairie Roman Catholic Separate School Division and The Holy Family Catholic Separate School Division Boundary Adjustment Order and Trustee Election Order

WHEREAS Section 78 of the *Education Act* authorizes the Minister to vary the number of trustees to be elected for each school division;

AND WHEREAS Section 114 of the *Education Act* authorizes the Minister, by order, to add land to or take land from a school division;

AND WHEREAS Section 117.1 of the *Education Act* authorizes the Minister, by order, to increase the number of trustees of the board of the school division to which land is added under section 114;

AND WHEREAS Section 117.1 of the *Education Act* authorizes the Minister, by order, to appoint one or more persons as trustees to the board of a school division to which land is added under section 114;

AND WHEREAS Section 118 of the *Education Act* authorizes the Minister, by order, to adjust any assets and liabilities necessary on any inclusion, exclusion, dissolution or transfer of land or school division;

AND WHEREAS the *Education Act* and the *Local Authorities Election Act* and the regulations under those Acts apply with respect to the Divisions.

- 1 Pursuant to Section 114 of the *Education Act*, all of the following lands are taken from The Grande Prairie Roman Catholic Separate School Division and are added to The Holy Family Catholic Separate School Division:

Township 80, Range 1, West of the 6th Meridian

Sections 15 to 22 inclusive; Sections 27 to 32 inclusive; South half and Northwest quarter of Section 33; Those portions of Sections 7 to 10 inclusive lying North of the Peace River.

Township 80, Range 2, West of the 6th Meridian

Sections 13 to 18 inclusive; Sections 20 to 29 inclusive; Sections 32 to 34 inclusive; Section 36; South half and Northwest quarter of Section 35; South half of Section 19; Those portions of Sections 7 to 12 inclusive lying North of the Peace River.

Township 80, Range 3, West of the 6th Meridian

Sections 7 to 10 inclusive; Sections 13 to 23 inclusive; Sections 27 to 34 inclusive; Those portions of Sections 1, 2, 3, 4, 5, 6, 11, and 12 lying North of the Peace River; South half of Section 24.

Township 80, Range 4, West of the 6th Meridian

Sections 12 to 36 inclusive; Those portions of Sections 1, 2, 7, 8, 9, 10, and 11 lying North of the Peace River.

Township 80, Range 5, West of the 6th Meridian

Section 19; Sections 22 to 36 inclusive; Those portions of Sections 13, 14, 15, 16, 20, and 21 lying North of the Peace River.

Township 80, Range 6, West of the 6th Meridian

Those portions of Sections 24, 25, and 36 lying East of the Peace River.

Township 81, Range 1, West of the 6th Meridian

Sections 25 to 36 inclusive; South half and Northeast quarter of Section 6; West half of Section 5; North halves of Sections 23 and 24; Northeast quarters of Sections 19 and 22.

Township 81, Range 2, West of the 6th Meridian

Sections 25 to 36 inclusive; North half and Southwest quarter of Section 19; North half and Southeast quarter of Section 20; North half of Section 21; Northwest quarter of Section 22.

Township 81, Range 3, West of the 6th Meridian

Sections 3 to 10 inclusive; Sections 14 to 36 inclusive; North half and Southwest quarter of Section 13.

Township 81, Range 4, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 81, Range 5, West of the 6th Meridian

Sections 1 to 16 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive.

Township 81, Range 6, West of the 6th Meridian

Sections 12, 27, and 28; Sections 32 to 34 inclusive; West halves of Sections 23, 26, and 35; Those portions of Section 1, 2, and 11 lying East of the Peace River; Those portions of Sections 20, 21, 22, 29, 30, and 31 lying North and East of the Peace River.

Township 82, Range 1, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 82, Range 2, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 82, Range 3, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 82, Range 4, West of the 6th Meridian
Sections 1 to 27 inclusive; Sections 34 to 36 inclusive; East halves of Sections 28 and 33.

Township 82, Range 5, West of the 6th Meridian
Sections 1 to 18 inclusive; Sections 20 to 24 inclusive; Sections 27 and 28; South half and Northwest quarter of Section 26; West half of Section 33; Southwest quarter of Section 25; Those portions of Sections 29, 30, 31, and 32 lying East of the Hines Creek Coulee.

Township 82, Range 6, West of the 6th Meridian
Sections 1 to 4 inclusive; Sections 10 to 15 inclusive; Section 28; South half and Northwest quarter of Section 21; South half of Section 22; Southwest quarter of Section 23; Those portions of Sections 5, 6, 8, 9, 16, 20, 29, and 30 lying East of the Peace River.

Township 83, Range 1, West of the 6th Meridian
Sections 1 to 12 inclusive; Section 14; South half and Northeast quarter of Section 15; South half and Northwest quarter of Section 18; West half of Section 13; Southeast quarter of Section 16; Southwest quarter of Section 17.

Township 83, Range 2, West of the 6th Meridian
Sections 1 to 23 inclusive; Sections 27 to 34 inclusive; North half and Southwest quarter of Section 35; Southwest quarter of Section 24; South half and Northwest quarter of Section 26.

Township 83, Range 3, West of the 6th Meridian
Sections 1 to 5 inclusive; Sections 8 to 17 inclusive; Sections 20 to 29 inclusive; Sections 32 to 36 inclusive; East halves of Sections 6, 7, 18, 19, 30, and 31.

Township 84, Range 1, West of the 6th Meridian
Southwest quarter of Section 7.

Township 84, Range 2, West of the 6th Meridian
Sections 2 to 7 inclusive; Sections 18, 19, 30, and 31; West half and Southeast quarter of Section 8; West halves of Sections 17, 20, 29, and 32; South halves of Sections 9 to 12 inclusive; Northwest quarter of Section 1.

Township 84, Range 3, West of the 6th Meridian
Sections 1 to 5 inclusive; Sections 8 to 17 inclusive; Sections 19 to 36 inclusive; East halves of Sections 6, 7, and 18.

Township 85, Range 3, West of the 6th Meridian
Sections 1 to 36 inclusive.

(Collectively the “Fairview Lands”)

- 2 Pursuant to Section 117.1(1)(b) of the *Education Act*, The Board of Trustees of Holy Family Catholic Separate School Division is increased to eight (8) trustees.
- 3 Pursuant to Section 117.1(3) of the *Education Act*, The Board of Trustees of Holy Family Catholic Separate School Division must modify any bylaw it has passed under Section 76 to provide for the representation of the area added to The Holy Family Catholic Separate School Division by this Order.
- 4 Pursuant to Section 117.1(1)(c) of the *Education Act*, Jessica Richard is appointed as trustee to The Board of Trustees of Holy Family Catholic Separate School Division until the first organizational meeting of The Board of Trustees of Holy Family Catholic Separate School Division is held after the next general election.
- 5 The Holy Family Catholic Separate School Division shall be comprised of the following lands:

Township 65, Range 20, West of the 5th Meridian
Sections 4 to 9 inclusive; Sections 16 to 21 inclusive; Sections 28 to 33 inclusive.

Township 65, Range 21, West of the 5th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 28 inclusive; Sections 33 to 36 inclusive; Those portions of Sections 4, 9, 16, 20, 21, 29, 30, and 32 lying East of the Little Smoky River.

Township 66, Range 20, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 21, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 22, West of the 5th Meridian
Sections 23 to 26 inclusive; Sections 35 and 36.

Township 67, Range 21, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 22, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 21, West of the 5th Meridian
That portion of Section 31 lying North of the Little Smoky River.

Township 68, Range 22, West of the 5th Meridian
Sections 3 to 10 inclusive; Sections 15 to 22 inclusive; Sections 27 to 35

inclusive; West halves of Sections 2, 11, 14, 23, and 26; That portion of Section 36 lying West of the Little Smoky River.

Township 69, Range 18, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 19, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 20, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 21, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 22, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 23, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 18, West of the 5th Meridian
Sections 1 to 29 inclusive; Sections 32 to 36 inclusive; That portion of Section 30 not included in Snipe Lake.

Township 70, Range 19, West of the 5th Meridian
Sections 1 to 24 inclusive; Sections 26 to 34 inclusive; Those portions of Sections 25, 35, and 36 not covered by the waters of the Snipe Lake

Township 70, Range 20, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 21, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 22, West of the 5th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 23, West of the 5th Meridian
Sections 33 to 36 inclusive; North halves of Sections 26 to 28 inclusive; Northwest quarter and that portion of the East half of Section 25 not included in the Sturgeon Lake Indian Reserve No. 154; Those portions of Sections 1 to 6 inclusive lying South of the Sturgeon Lake Indian Reserve No. 154; Those portions of the East halves of Sections 12, 13, and 24 not included in the Sturgeon Lake Indian Reserve No. 154; Those portions of Sections 18, 19, and 20 more particularly described as the Sturgeon Lake Settlement Lots 1 to 6 inclusive bordering the Sturgeon Lake on the Southwest; Those portions of Section 32 and the North half of Section 29 lying East of the Sturgeon Lake.

Township 70, Range 24, West of the 5th Meridian

Those portions of Sections 14, 22, 23, 24, and 26 more particularly described as the Sturgeon Lake Settlement Lots 1 to 3 inclusive bordering the Sturgeon Lake on the Southwest.

Township 71, Range 19, West of the 5th Meridian

Sections 4 to 9 inclusive; Sections 16 to 22 inclusive; Sections 25 to 36 inclusive; Those portions of Sections 1, 2, and 3 lying South of the Snipe Lake; Those portions of Sections 10, 14, 15, 23, and 24 not covered by the waters of the Snipe Lake.

Township 71, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 21, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 22, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 23, West of the 5th Meridian

Sections 1 and 2; Sections 11 to 36 inclusive; Those portions of Sections 4, 7, 8, and 9 lying North and East of the Sturgeon Lake excluding those lands in the Sturgeon Lake Indian Reserve; Those portions of Sections 3 and 4 lying South of the Sturgeon Lake Indian Reserve; The Southeast quarter and those portions of the Northeast quarter of Section 10 lying East of the Sturgeon Lake Indian Reserve.

Township 72, Range 16, West of the 5th Meridian;

Section 7; Sections 16 to 21 inclusive; Sections 28 to 33 inclusive; North halves of Sections 8 and 9.

Township 72, Range 17, West of the 5th Meridian;

Sections 13 to 16 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive.

Township 72, Range 19, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 21, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 22, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 23, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 16, West of the 5th Meridian;

Sections 4 to 9 inclusive; Sections 16 to 21 inclusive; Sections 28 to 33 inclusive.

Township 73, Range 17, West of the 5th Meridian;

Sections 1 to 36.

Township 73, Range 18, West of the 5th Meridian;

East halves of Sections 1, 12, 13, 24, 25, and 36.

Township 73, Range 20, West of the 5th Meridian

Sections 3 to 6 inclusive; That portion of Section 2 lying West of the Little Smoky River.

Township 73, Range 21, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 22, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 23, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 74, Range 15, West of the 5th Meridian,

Section 31; West half of Section 32.

Township 74, Range 16, West of the 5th Meridian;

Sections 3 to 10 inclusive; Sections 15 to 23 inclusive; Sections 26 to 36 inclusive; West half of Section 14.

Township 74, Range 17, West of the 5th Meridian;

Sections 1 to 36 inclusive.

Township 74, Range 18, West of the 5th Meridian;

East halves of Sections 1 and 12.

Township 74, Range 22, West of the 5th Meridian

Sections 6 and 7; West halves of Sections 5 and 8.

Township 74, Range 23, West of the 5th Meridian

Sections 1, 2, 11, and 12.

Township 75, Range 15, West of the 5th Meridian

Sections 5 to 8 inclusive; Sections 14 to 23 inclusive; West half of Section 4; North half and Southwest quarter of Section 9.

Township 75, Range 16, West of the 5th Meridian;

Sections 1 to 9 inclusive; Sections 16 to 21 inclusive; Sections 28 to 33 inclusive; East halves of Sections 12 and 13.

Township 75, Range 17, West of the 5th Meridian;

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 75, Range 18, West of the 5th Meridian;

Sections 32 to 36 inclusive.

Township 76, Range 16, West of the 5th Meridian;

Sections 4 to 6 inclusive; Section 9.

Township 76, Range 17, West of the 5th Meridian;

Sections 1 and 2; Sections 3 to 10 inclusive; Sections 15 to 22 inclusive; Sections 27 to 30 inclusive; Southeast quarter of Section 31; South halves of Sections 32 to 34 inclusive.

Township 76, Range 18, West of the 5th Meridian;

Sections 1 to 5 inclusive; Sections 8 to 17 inclusive; Sections 24 and 25; Those portions of Sections 20, 21, 22, 23, 26, and 29 not included in Winagami Lake.

Township 77, Range 19, West of the 5th Meridian;

Sections 19 to 21 inclusive; Sections 27 to 30 inclusive; Section 34; That portion of Section 22 not included in Winagami Lake; Those portions of Sections 31 to 33 inclusive lying south of the Round Lake.

Township 77, Range 20, West of the 5th Meridian;

Sections 25 and 36; North half and Southeast quarter of Section 24; East halves of Sections 26 and 35; Northeast quarter of Section 23.

Township 78, Range 19, West of the 5th Meridian;

Section 3.

Township 78, Range 20 West of the 5th Meridian;

Section 1; East half of Section 2.

Township 80, Range 19, West of the 5th Meridian

Sections 19, 30, and 31; West halves of Sections 20, 29, and 32.

Township 80, Range 20, West of the 5th Meridian

Sections 21 to 28 inclusive; Sections 33 to 36 inclusive; East halves of Sections 20, 29, and 32.

Township 80, Range 25, West of the 5th Meridian

Those portions of Section 34 and the East halves of Sections 28 and 33 lying North and West of the Peace River.

Township 81, Range 19, West of the 5th Meridian

Sections 6 and 7; Sections 17 to 20 inclusive; Sections 29 to 32 inclusive; West halves of Sections 5 and 8.

Township 81, Range 20, West of the 5th Meridian

Sections 1 to 3 inclusive; Sections 10 to 36 inclusive; South half and Northeast quarter of Section 4; North halves of Sections 7 and 8; East half and Northwest quarter of Section 9.

Township 81, Range 21, West of the 5th Meridian

Sections 13 and 14; Sections 23 to 26 inclusive; Sections 35 and 36; North half of Section 12.

Township 81, Range 22, West of the 5th Meridian

Sections 2 to 11 inclusive; Sections 15 to 22 inclusive; Sections 27 to 34 inclusive; West halves of Sections 14, 23, 26, and 35.

Township 81, Range 23, West of the 5th Meridian

Sections 1, 2, 11, 12, 13, and 24; Those portions of Sections 3, 10, 14, 23, 25, 26, and 36 lying East of the Smoky River.

Township 81, Range 24, West of the 5th Meridian

Section 34; Those portions of Sections 22, 26, 27, 35, 36, and the East half of Section 21 lying North and West of the Peace River; East halves of Sections 28 and 33.

Township 81, Range 25, West of the 5th Meridian

Section 3; Sections 9 to 11 inclusive; Sections 14 to 22 inclusive; Sections 28 to 31 inclusive; That portion of Section 2 lying North of the Peace River; East half of Section 4; Northeast quarter of Section 7; North half and Southeast quarter of Section 8; South halves and Northwest quarters of Sections 23 and 27; Southwest quarter of Section 26; Those portions of Sections 32 and 33 not included in Indian Reserve No. 151A; That portion of the West half of Section 34 not included in Indian Reserve No. 151A.

Township 81, Range 26, West of the 5th Meridian

Sections 24 and 25; East half of Section 13; Southeast quarter of Section 36.

Township 82, Range 18, West of the 5th Meridian

Sections 7, 18, 19, 30, and 31; West halves of Sections 8, 17, 20, 29, and 32; Northwest quarter of Section 6.

Township 82, Range 19, West of the 5th Meridian

Sections 5 to 36 inclusive; North halves of Sections 1 to 4 inclusive.

Township 82, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 82, Range 21, West of the 5th Meridian

Sections 1 and 2; Sections 10 to 16 inclusive; Sections 19 to 36 inclusive; Those portions of Sections 3, 4, 8, 9, and 17 lying East of the Heart River.

Township 82, Range 22, West of the 5th Meridian

Sections 3 to 5 inclusive; Sections 8 to 11 inclusive; Sections 14 and 15; Sections

22 to 26 inclusive; Sections 35 and 36; West halves of Sections 2, 12, and 13; Those portions of Sections 6, 7, 16, 17, 18, 21, 27, 28, and 34 lying East of the Smoky River; Those portions of Sections 31 and 32 lying Northwest of the Peace River.

Township 82, Range 23, West of the 5th Meridian

Sections 18 to 22 inclusive; Sections 27 to 35 inclusive; That portion of Section 1 lying South and East of the Smoky River; Those portions of Sections 6, 7, 8, 9, 10, 14, 15, 16, 17, 23, 25, 26, and 36 lying Northwest of the Peace River.

Township 82, Range 24, West of the 5th Meridian

Sections 2 and 3; Sections 9 to 17 inclusive; Sections 19 to 36 inclusive; That portion of Section 1 lying North of the Peace River; North halves and Southeast quarters of Sections 4, 8, and 18; Northeast quarters of Sections 5 and 7.

Township 82, Range 25, West of the 5th Meridian

Section 19; Sections 23 to 30 inclusive; Sections 32 and 36; North half and Southeast quarter of Section 18; South half and Northeast quarter of Section 31; South half and Northeast quarter of Section 35; East halves of Sections 6 and 7; North halves of Sections 13 and 14; South half of Section 33; Northeast quarter of Section 15; Those portions of Sections 5, 8, 17, 20, 21, and 22 not included in Indian Reserve No. 151A.

Township 82, Range 26, West of the 5th Meridian

Sections 24 and 25; North half of Section 22; North half and Southeast quarter of Section 23; South half and Northeast quarter of Section 26; South half of Section 27; Southeast quarter of Section 36; Northeast quarter of Section 21; Southeast quarter of Section 28.

Township 83, Range 18, West of the 5th Meridian

Sections 5 and 6; West half of Section 4.

Township 83, Range 19, West of the 5th Meridian

Sections 1 to 6 inclusive.

Township 83, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 83, Range 21, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 83, Range 22, West of the 5th Meridian

Sections 6 to 9 inclusive; Sections 14 to 36 inclusive; All those portions of Sections 1 and 12 lying east of the Smoky River; All those portions of Sections 2, 3, 4, 5, 10, 11, 12, and 13 lying Northwest of the Peace River.

Township 83, Range 23, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 83, Range 24, West of the 5th Meridian

Sections 1 to 5 inclusive; Sections 9 to 14 inclusive; Sections 23 to 26 inclusive; Section 36; East halves of Sections 6 and 8; Those portions of Sections 15, 16, and the East half of Section 17 lying South of Cardinal Lake; Those portions of Sections 22, 27, 34, and 35 lying East of Cardinal Lake.

Township 83, Range 25, West of the 5th Meridian

Sections 17 to 20 inclusive; Sections 28 to 31 inclusive; North half and Southwest quarter of Section 21; South half and Northwest quarter of Section 32; West halves of Sections 16 and 27; Northwest quarter of Section 22; Southwest quarter of Section 33.

Township 83, Range 26, West of the 5th Meridian

Sections 13 and 14; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 84, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 84, Range 21, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 84, Range 22, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 84, Range 23, West of the 5th Meridian

Sections 1 to 6 inclusive; Sections 8 to 36 inclusive; That portion of Section 7 lying East of Cardinal Lake.

Township 84, Range 24, West of the 5th Meridian

Section 7; Sections 16 to 36 inclusive; Those portions of Sections 1, 2, and 12 lying South and East of Cardinal Lake; Those portions of Sections 3, 6, 8, 9, 10, 11, 13, 14, and 15 lying North of Cardinal Lake.

Township 84, Range 25, West of the 5th Meridian

Section 13; Sections 24 to 36 inclusive; North half and Southeast quarter of Section 12; East halves of Sections 14 and 23; Southwest quarter of Section 5; Southeast quarter of Section 6; Northeast quarter of Section 11; That portion of the East half of Section 1 lying North of Cardinal Lake.

Township 84, Range 26, West of the 5th Meridian

Sections 25, 26, 35, and 36.

Township 85, Range 18, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 85, Range 19, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 85, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 85, Range 21, West of the 5th Meridian

Sections 1 to 18 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive.

Township 85, Range 22, West of the 5th Meridian

Sections 1 to 18 inclusive.

Township 85, Range 23, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 85, Range 24, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 85, Range 25, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 85, Range 26, West of the 5th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 86, Range 18, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 86, Range 19, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 86, Range 20, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 86, Range 21, West of the 5th Meridian

Sections 1 to 4 inclusive; Sections 7 to 36 inclusive.

Township 86, Range 22, West of the 5th Meridian

Sections 12, 13, 24, 25, and 36.

Township 86, Range 23, West of the 5th Meridian

Sections 1 to 10 inclusive; Sections 15 to 18 inclusive; West halves of Sections 11, 14, 19, 30, and 31.

Township 86, Range 24, West of the 5th Meridian

Section 1 to 30 inclusive; Sections 32 to 36 inclusive; South half of Section 31.

Township 86, Range 25, West of the 5th Meridian

Sections 1 to 35; West half and Southeast quarter of Section 36.

Township 86, Range 26, West of the 5th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 87, Range 23, West of the 5th Meridian

West half of Section 5; South half of Section 6.

Township 87, Range 24, West of the 5th Meridian

South halves of Sections 1 and 2; Southeast quarter of Section 3.

Township 88, Range 21, West of the 5th Meridian

North half of Section 31; Northwest quarter of Section 32.

Township 88, Range 22, West of the 5th Meridian

North halves of Sections 35 and 36; Northeast quarter of Section 34.

Township 89, Range 20, West of the 5th Meridian

Those portions of Sections 18, 19, and 30 lying West of the Peace River.

Township 89, Range 21, West of the 5th Meridian

Sections 3 to 10 inclusive; Sections 15 to 18 inclusive; Sections 20, 21, and 24; Those portions of Sections 2, 11, 13, 14, 22, 23, and 25 lying West of the Peace River; Northeast quarter and South half of Section 19.

Township 89, Range 22, West of the 5th Meridian

Sections 1 and 2; Sections 7 to 21 inclusive; Sections 28 to 33 inclusive; East half and Northwest quarter of Section 3; North halves of Sections 4 to 6 inclusive; Southeast quarter and West half of Section 22; South halves of Sections 23 and 24; West halves of Sections 27 and 34.

Township 89, Range 23, West of the 5th Meridian

Section 13; Sections 18 to 36 inclusive; Northeast quarters of Sections 1 and 11; North half and Southeast quarter of Section 12; East half and Northwest quarter of Section 14; North halves of Sections 15 to 17 inclusive.

Township 90, Range 22, West of the 5th Meridian

Sections 4 to 10 inclusive; Sections 15 to 21 inclusive; Sections 28 to 33 inclusive; North half and Southwest quarter of Section 3; Northwest quarter of Section 11; West half of Section 14; Southwest quarter of Section 23; South half and Northwest quarter of Section 22; West halves of Sections 27 and 34.

Township 90, Range 23, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 90, Range 24, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 91, Range 21, West of the 5th Meridian

Section 15; Sections 19 to 22 inclusive; Sections 27 to 34 inclusive; Those portions of Sections 10, 11, 14, 23, 26, 35, and 36 lying West of the Peace River.

Township 91, Range 22, West of the 5th Meridian

Sections 3 to 6 inclusive; Sections 8 to 10 inclusive; Sections 15 to 17 inclusive; Sections 20 to 29 inclusive; Sections 31 to 36 inclusive; West halves of Sections

2, 11, and 14; East half of Section 7; Northeast quarter of Section 19; North half and Southeast quarter of Section 30.

Township 91, Range 23, West of the 5th Meridian

Sections 1 to 7 inclusive; Sections 18 and 19; Sections 28 to 36 inclusive; West halves of Sections 8 and 17; North half and Southwest quarter of Section 20; North half of Section 21; Northwest quarter of Section 22; Northeast quarter of Section 25; West half of Section 27.

Township 91, Range 24, West of the 5th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36; Northeast quarter and South half of Section 3; Northeast quarter of Section 15; East halves of Sections 22, 27, and 34.

Township 92, Range 21, West of the 5th Meridian

Sections 2 to 11 inclusive; Sections 14 to 23 inclusive; Sections 26 to 35 inclusive; Those portions of Sections 1, 12, 13, 24, 25, and 36 lying West of the Peace River.

Township 92, Range 22, West of the 5th Meridian

Sections 1 to 36 inclusive.

Township 92, Range 23, West of the 5th Meridian

Sections 1 to 6 inclusive; Sections 8 to 17 inclusive; Sections 20 to 29 inclusive; Sections 32 to 36 inclusive; Northeast quarter and South half of Section 7; East half of Section 18; Southeast quarter of Section 19.

Township 92, Range 24, West of the 5th Meridian

Sections 1 and 2; East half of Section 3; South half of Section 12; Southeast quarter of Section 11.

Township 93, Range 21, West of the 5th Meridian

Sections 2 to 6 inclusive; That portion of Section 1 lying West of the Peace River.

Township 93, Range 22, West of the 5th Meridian

Sections 6 to 9 inclusive; Sections 15 to 22 inclusive; Sections 27 to 34 inclusive; North half and Southwest quarter of Section 5; North half and Southwest quarter of Section 10; North half of Section 4; West halves of Sections 14, 23, 26, and 35.

Township 93, Range 23, West of the 5th Meridian

Sections 1 to 5 inclusive; Sections 9 to 16 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive; Northeast quarter and South half of Section 8.

Township 94, Range 22, West of the 5th Meridian

Sections 4 to 10 inclusive; Sections 15 to 36 inclusive.

Township 94, Range 23, West of the 5th Meridian

Sections 1 and 2; East half and Southwest quarter of Section 3.

Township 95, Range 21, West of the 5th Meridian

Sections 2 to 11 inclusive; Sections 14 to 23 inclusive; Sections 26 to 35 inclusive.

Township 95, Range 22, West of the 5th Meridian

Sections 1 to 18 inclusive; East halves of Sections 24, 25, and 36.

Township 96, Range 21, West of the 5th Meridian

Sections 2 to 11 inclusive; Sections 14 to 18 inclusive.

Township 96, Range 22, West of the 5th Meridian

East halves of Sections 1, 12, and 13.

Township 108, Range 12, West of the 5th Meridian

Sections 4 to 9 inclusive; Sections 16 to 18 inclusive; Section 20; West half of Section 21; Those portions of Sections 19, 29, 30 and the West half of Section 28 lying South of the Peace River.

Township 108, Range 13, West of the 5th Meridian

Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Those portions of Sections 22 to 24 inclusive lying South of the Peace River.

Township 80, Range 1, West of the 6th Meridian

Sections 15 to 22 inclusive; Sections 27 to 32 inclusive; South half and Northwest quarter of Section 33; Those portions of Sections 7 to 10 inclusive lying North of the Peace River.

Township 80, Range 2, West of the 6th Meridian

Sections 13 to 18 inclusive; Sections 20 to 29 inclusive; Sections 32 to 34 inclusive; Section 36; South half and Northwest quarter of Section 35; South half of Section 19; Those portions of Sections 7 to 12 inclusive lying North of the Peace River.

Township 80, Range 3, West of the 6th Meridian

Sections 7 to 10 inclusive; Sections 13 to 23 inclusive; Sections 27 to 34 inclusive; Those portions of Sections 1, 2, 3, 4, 5, 6, 11, and 12 lying North of the Peace River; South half of Section 24.

Township 80, Range 4, West of the 6th Meridian

Sections 12 to 36 inclusive; Those portions of Sections 1, 2, 7, 8, 9, 10, and 11 lying North of the Peace River.

Township 80, Range 5, West of the 6th Meridian

Section 19; Sections 22 to 36 inclusive; Those portions of Sections 13, 14, 15, 16, 20, and 21 lying North of the Peace River.

Township 80, Range 6, West of the 6th Meridian

Those portions of Sections 24, 25, and 36 lying East of the Peace River.

Township 81, Range 1, West of the 6th Meridian

Sections 25 to 36 inclusive; South half and Northeast quarter of Section 6; West half of Section 5; North halves of Sections 23 and 24; Northeast quarters of Sections 19 and 22.

Township 81, Range 2, West of the 6th Meridian

Sections 25 to 36 inclusive; North half and Southwest quarter of Section 19; North half and Southeast quarter of Section 20; North half of Section 21; Northwest quarter of Section 22.

Township 81, Range 3, West of the 6th Meridian

Sections 3 to 10 inclusive; Sections 14 to 36 inclusive; North half and Southwest quarter of Section 13.

Township 81, Range 4, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 81, Range 5, West of the 6th Meridian

Sections 1 to 16 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive.

Township 81, Range 6, West of the 6th Meridian

Sections 12, 27, and 28; Sections 32 to 34 inclusive; West halves of Sections 23, 26, and 35; Those portions of Section 1, 2, and 11 lying East of the Peace River; Those portions of Sections 20, 21, 22, 29, 30, and 31 lying North and East of the Peace River.

Township 82, Range 1, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 82, Range 2, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 82, Range 3, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 82, Range 4, West of the 6th Meridian

Sections 1 to 27 inclusive; Sections 34 to 36 inclusive; East halves of Sections 28 and 33.

Township 82, Range 5, West of the 6th Meridian

Sections 1 to 18 inclusive; Sections 20 to 24 inclusive; Sections 27 and 28; South half and Northwest quarter of Section 26; West half of Section 33; Southwest quarter of Section 25; Those portions of Sections 29, 30, 31, and 32 lying East of the Hines Creek Coulee.

Township 82, Range 6, West of the 6th Meridian

Sections 1 to 4 inclusive; Sections 10 to 15 inclusive; Section 28; South half and Northwest quarter of Section 21; South half of Section 22; Southwest quarter of

Section 23; Those portions of Sections 5, 6, 8, 9, 16, 20, 29, and 30 lying East of the Peace River.

Township 83, Range 1, West of the 6th Meridian

Sections 1 to 12 inclusive; Section 14; South half and Northeast quarter of Section 15; South half and Northwest quarter of Section 18; West half of Section 13; Southeast quarter of Section 16; Southwest quarter of Section 17.

Township 83, Range 2, West of the 6th Meridian

Sections 1 to 23 inclusive; Sections 27 to 34 inclusive; North half and Southwest quarter of Section 35; Southwest quarter of Section 24; South half and Northwest quarter of Section 26.

Township 83, Range 3, West of the 6th Meridian

Sections 1 to 5 inclusive; Sections 8 to 17 inclusive; Sections 20 to 29 inclusive; Sections 32 to 36 inclusive; East halves of Sections 6, 7, 18, 19, 30, and 31.

Township 84, Range 1, West of the 6th Meridian

Southwest quarter of Section 7.

Township 84, Range 2, West of the 6th Meridian

Sections 2 to 7 inclusive; Sections 18, 19, 30, and 31; West half and Southeast quarter of Section 8; West halves of Sections 17, 20, 29, and 32; South halves of Sections 9 to 12 inclusive; Northwest quarter of Section 1.

Township 84, Range 3, West of the 6th Meridian

Sections 1 to 5 inclusive; Sections 8 to 17 inclusive; Sections 19 to 36 inclusive; East halves of Sections 6, 7, and 18.

Township 85, Range 3, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 86, Range 1, West of the 6th Meridian

Sections 1 to 36 inclusive.

- 6 Pursuant to Section 78(2) of the *Education Act*, the number of trustees to be elected to The Board of Trustees of Grande Prairie Roman Catholic Separate School Division is decreased to six (6).
- 7 The Grande Prairie Roman Catholic Separate School Division shall be comprised of the following lands:

Township 73, Range 26, West of the 5th Meridian

Sections 7 to 9 inclusive; Sections 16 to 21 inclusive; Sections 28 to 33 inclusive.

Township 74, Range 26, West of the 5th Meridian

Sections 4 to 9 inclusive; Sections 16 to 21 inclusive.

Township 67, Range 4, West of the 6th Meridian

Sections 4 to 9 inclusive; Sections 17 to 20 inclusive; Those portions of Sections 2, 3, 10, 15, 16, 21, 28, 29, 30, and 31 lying West of the Smoky River.

Township 67, Range 5, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 67, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 67, Range 7, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 67, Range 8, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 67, Range 9, West of the 6th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 68, Range 4, West of the 6th Meridian

Section 31; Those portions of Sections 6, 18, 19, 28, 29, 30, and 32 lying West of the Smoky River.

Township 68, Range 5, West of the 6th Meridian

Sections 1 to 11 inclusive; Sections 14 to 24 inclusive; Sections 26 to 36 inclusive; Those portions of Sections 12, 13, and 25 lying West of the Smoky River.

Township 68, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 7, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 8, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 9, West of the 6th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 69, Range 4, West of the 6th Meridian

Sections 5 to 7 inclusive; Sections 17 to 20 inclusive; Sections 28 to 33 inclusive; Those portions of Sections 4, 8, 9, 16, 21, 22, 27, 34, 35, and 36 lying North and West of the Smoky River.

Township 69, Range 5, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 6, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 7, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 8, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 9, West of the 6th Meridian
Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive;
Sections 35 and 36.

Township 69, Range 10, West of the 6th Meridian
Sections 32 and 33; North half of Section 31; West half of Section 34; Those
portions of Sections 27 and 28 lying North and West of the Wapiti River.

Township 69, Range 11, West of the 6th Meridian
Sections 33 and 34; Northeast quarter of Section 31; East half of Section 32.

Township 70, Range 4, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 5, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 6, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 7, West of the 6th Meridian
Sections 1 to 6 inclusive; Sections 8 to 16 inclusive; Sections 21 to 28 inclusive;
Sections 33 to 36 inclusive; East halves of Sections 17, 20, 29, and 32; That
portion of section 7 lying south of the Wapiti River.

Township 70, Range 8, West of the 6th Meridian
Sections 1 to 5 inclusive; Those portions of Sections 6, 7, 8, 9, 10, 11, and 12
lying South of the Wapiti River.

Township 70, Range 9, West of the 6th Meridian
Section 31; Those portions of Sections 1, 2, and 11 lying South of the Wapiti
River; Those portions of Sections 7 and 18 lying North of the Red Willow River
and West of the Beaverlodge River; Those portions of Sections 19, 29, 30, and
32 lying West of the Beaverlodge River.

Township 70, Range 10, West of the 6th Meridian
Sections 4 to 9 inclusive; Sections 16 to 21 inclusive; Sections 23 to 36 inclusive;
West halves of Sections 3 and 10; West halves and those portions of Sections 15
and 22 lying North of The Red Willow River; Those portions of Sections 13 and
14 lying North of the Red Willow River.

Township 70, Range 11, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 12, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 13, West of the 6th Meridian
Sections 13, 24, 25, and 36.

Township 71, Range 2, West of the 6th Meridian
Sections 18, 19, 29, 30, and 31; Those portions of Sections 7, 17, 20, 21, 27, 28, 32, 33, and 34 lying West of the Wapiti River; That portion of Section 8 lying North of the Smoky River.

Township 71, Range 3, West of the 6th Meridian
Sections 7 to 9 inclusive; Sections 15 to 36 inclusive; That portion of the West half of Section 3 lying West of the Wapiti River; Northwest quarter and that portion of the East half of Section 4 lying West of the Wapiti River; Those portions of Sections 5, 13, and 14 lying North of the Wapiti River; That portion of the North half and Southwest quarter of Section 6 lying North and West of the Wapiti River; That portion of Section 10 lying West of the Wapiti River; That portion of the Northeast quarter of Section 12 lying North of the Wapiti River.

Township 71, Range 4, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 5, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 6, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 7, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 8, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 9, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 10, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 11, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 12, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 2, West of the 6th Meridian

Section 6; That portion of Section 5 lying West of the Wapiti River; Those portions of Sections 7, 8, 16, 17, 18, 19, 20, 21, 29, 30, and 31 lying West of the Smoky River.

Township 72, Range 3, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 4, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 5, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 7, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 8, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 9, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 10, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 72, Range 11, West of the 6th Meridian

Sections 1 to 29 inclusive; Sections 33 to 36 inclusive; South half and Northeast quarter of Section 30; Northeast quarter of Section 31; North half and Southeast quarter of Section 32.

Township 72, Range 12, West of the 6th Meridian

Sections 1 to 21 inclusive; Sections 23 and 24; Sections 29 to 32 inclusive; South half and Northwest quarter of Section 22; West halves of Sections 28 and 33.

Township 72, Range 13, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 1, West of the 6th Meridian

Sections 21 to 28 inclusive; Sections 33 to 36 inclusive.

Township 73, Range 2, West of the 6th Meridian

Sections 30 to 33 inclusive; Those portions of Sections 6, 7, 18, 19, 20, 28, 29, and 34 lying West of the Smoky River.

Township 73, Range 3, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 4, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 5, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 6, West of the 6th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 7, West of the 6th Meridian
Sections 1 to 30 inclusive; Sections 32 to 36 inclusive; East half of Section 31.

Township 73, Range 8, West of the 6th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 25 inclusive;
East halves of Sections 4, 9, and 16; Southeast quarter of Section 21; South half
and Northeast quarter of Section 26.

Township 73, Range 9, West of the 6th Meridian
Sections 3 to 10 inclusive; Sections 14 to 23 inclusive; Sections 26 to 33
inclusive; Section 35; South half and Northwest quarter of Section 34; West half
of Section 36.

Township 73, Range 10, West of the 6th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 and 35; South halves and Northeast quarters of Sections 4 and 33;
East halves of Sections 9, 16, 21, and 28; South half of Section 36.

Township 73, Range 11, West of the 6th Meridian
Sections 3 to 5 inclusive; Sections 8 to 10 inclusive; Sections 15 to 17 inclusive;
Sections 20 to 22 inclusive; West half and Southeast quarter of Section 2; West
halves of Sections 11 and 14; East halves of Sections 6, 7, 18, and 19; Southwest
quarters of Sections 23 and 26; South halves of Sections 27, 28, and 29;
Southeast quarter of Section 30.

Township 73, Range 12, West of the 6th Meridian
Sections 5 to 8 inclusive; Sections 15 to 22 inclusive; Sections 27 to 30 inclusive;
Sections 33 and 34; West half of Section 4; North half and Southwest quarter of
Section 9; North half of Section 10; South half of Section 31; South half and
Northeast quarter of Section 32.

Township 73, Range 13, West of the 6th Meridian
Sections 1 to 6 inclusive; South halves of Sections 7 to 12 inclusive.

Township 74, Range 1, West of the 6th Meridian
Sections 1 to 4 inclusive; Sections 9 to 14 inclusive; East half of Section 15.

Township 74, Range 2, West of the 6th Meridian
Sections 5 to 8 inclusive; Sections 17 to 21 inclusive; Those portions of Sections
3, 4, 9, 15, 16, and 22 lying West of the Smoky River.

Township 74, Range 3, West of the 6th Meridian

Sections 1 to 24 inclusive; Sections 26 to 34 inclusive.

Township 74, Range 4, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 74, Range 5, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 74, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 74, Range 7, West of the 6th Meridian

Sections 1 to 4 inclusive; Sections 9 to 16 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive; Northeast quarter of Section 17; East half of Section 20.

Township 74, Range 12, West of the 6th Meridian

Southwest quarter of Section 2; South halves of Sections 3 and 4; Southeast quarter of Section 5.

Township 75, Range 5, West of the 6th Meridian

Sections 1 to 12 inclusive.

Township 75, Range 6, West of the 6th Meridian

Sections 1 to 12 inclusive.

Township 75, Range 7, West of the 6th Meridian

Sections 1 to 4 inclusive; Sections 9 to 12 inclusive.

Township 76, Range 4, West of the 6th Meridian

Sections 16 to 21 inclusive; Sections 28 to 33 inclusive.

Township 76, Range 5, West of the 6th Meridian

Sections 2 to 11 inclusive; Sections 13 to 36 inclusive.

Township 76, Range 6, West of the 6th Meridian

Sections 1, 12, 13, 24, 25, and 36; Northeast quarter of Section 35.

Township 77, Range 4, West of the 6th Meridian

Sections 3 to 30 inclusive.

Township 77, Range 5, West of the 6th Meridian

Sections 1 to 35 inclusive; Southwest quarter of Section 36.

Township 77, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 77, Range 7, West of the 6th Meridian

Sections 3 and 4; Sections 7 to 10 inclusive; Sections 12 to 36 inclusive; East

half of Section 1; West half of Section 2; North halves of Sections 5 and 6; West half and Northeast quarter of Section 11.

Township 77, Range 8, West of the 6th Meridian

Sections 7 to 36 inclusive; North halves of Sections 1 to 6 inclusive.

Township 77, Range 9, West of the 6th Meridian

Sections 7 to 36 inclusive; North halves of Sections 1 to 6 inclusive.

Township 77, Range 10, West of the 6th Meridian

Sections 7 to 36 inclusive; North halves of Sections 1 to 6 inclusive.

Township 77, Range 11, West of the 6th Meridian

Sections 12 and 13; Sections 24 and 25; Sections 35 and 36; The North half and Southeast quarter of Section 26; North half of Section 1; East halves of Sections 11, 14, and 23; Northeast quarter of Section 2.

Township 78, Range 4, West of the 6th Meridian

Sections 25 to 36 inclusive; North halves of Sections 21 and 22.

Township 78, Range 5, West of the 6th Meridian

Sections 2 to 11 inclusive; Sections 14 to 23 inclusive; Sections 25 to 36 inclusive.

Township 78, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 78, Range 7, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 78, Range 8, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 78, Range 9, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 78, Range 10, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 78, Range 11, West of the 6th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 79, Range 4, West of the 6th Meridian

Sections 5 to 7 inclusive; South halves of Sections 2, 3, 8, and 18; West half and Southeast quarter of Section 4; Southwest quarter of Section 9; That portion of Section 1 lying South of the Spirit River.

Township 79, Range 5, West of the 6th Meridian

Sections 1 to 24 inclusive; Sections 27 to 34 inclusive; Those portions of Sections 26, 35, and 36 lying South and West of Dunvegan Creek.

Township 79, Range 6, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 79, Range 7, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 79, Range 8, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 79, Range 9, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 79, Range 10, West of the 6th Meridian

Sections 1 to 36 inclusive.

Township 79, Range 11, West of the 6th Meridian

Sections 1, 12, 13, 24, 25, and 36; East halves of Sections 2, 11, 14, 23, 26, and 35.

Township 80, Range 5, West of the 6th Meridian

Sections 2 to 11 inclusive; That portion of Section 1 lying West of Dunvegan Creek; Those portions of Sections 12, 15, 16, 17, and 18 lying South and West of the Peace River.

Township 80, Range 6, West of the 6th Meridian

Sections 1 to 23 inclusive; Sections 26 to 35 inclusive; Those portions of Sections 24, 25, and 36 lying South and West of the Peace River.

Township 80, Range 7, West of the 6th Meridian

Sections 1 to 6 inclusive; Sections 9 to 15 inclusive; Sections 23 to 25 inclusive; South halves of Sections 7 and 8.

Township 80, Range 8, West of the 6th Meridian

Sections 1 to 7 inclusive; Sections 18, 19, 30, and 31; Southeast quarter of Section 12.

Township 80, Range 9, West of the 6th Meridian

Sections 1 to 18 inclusive; Sections 20 to 24 inclusive; South halves of Sections 19, 26, and 27; South half and Northeast quarter of Section 25

Township 80, Range 10, West of the 6th Meridian

Sections 1 to 16 inclusive; South halves of Sections 17, 18, and 24.

Township 80, Range 11, West of the 6th Meridian

Sections 1 and 12; East halves of Sections 2 and 11; South half of Section 13; Southeast quarter of Section 14.

Township 81, Range 6, West of the 6th Meridian

Sections 3 to 5 inclusive; Sections 9 and 10; Those portions of Sections 1, 2, 11, 14, and 15 lying South and West of the Peace River.

- 8 Pursuant to Section 118 of the *Education Act*, the assets and liabilities set out in the attached Schedule shall be transferred from The Grande Prairie Roman Catholic Separate School Division to The Holy Family Catholic Separate School Division. The Board of Trustees of Grande Prairie Roman Catholic Separate School Division and The Board of Trustees of Holy Family Catholic Separate School Division may agree on any other assets and liabilities to be transferred from The Grande Prairie Roman Catholic Separate School Division to The Holy Family Catholic Separate School Division as deemed necessary to address the lands to be transferred. Failing such agreement, I may make a determination which will be final and binding.
- 9 To facilitate an agreement on the division of assets and liabilities relating to the lands to be transferred pursuant to paragraph 8, The Board of Trustees of Grande Prairie Roman Catholic Separate School Division shall prepare a list of assets and liabilities as at August 31, 2024 and provide a copy to The Board of Trustees of Holy Family Catholic Separate School Division within 10 days of the date of this Order.
- 10 This Order is effective September 1, 2024

SCHEDULE

1 Properties:

The following properties shall be transferred from The Grande Prairie Roman Catholic Separate School Division to The Holy Family Catholic Separate School Division:

- a) Lots 1 to 4 inclusive, Block 12, Plan 2414MC – Title #148L218
- b) Lot 11, Block 9, Plan 5355HW – Title #193P191
- c) Lot 12 – Block 9, Plan 5355HW – Title #193P191A
- d) Lot 13, Block 9, Plan 5355HW – Title #193P191B
- e) Lots 1 and 2, Block 9, Plan 2380MC – Title #215R190
- f) Block 8A, Plan 1816HW – Title #217T184
- g) Lot R, Block 12, Plan 2414MC – Title #772248512
- h) Block R, Plan 3083EO – Title #842180973

- 2 Ownership of the modular classrooms purchased by Alberta Infrastructure on behalf of The Board of Trustees of Grande Prairie Roman Catholic School Division to provide facilities for students previously attending St. Thomas More Catholic School shall be transferred to The Board of Trustees of Holy Family Catholic Separate School Division.
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Ministerial Order No. 018/2024

(Education Act)
(Northland School Division Act)

I, Demetrios Nicolaides, Minister of Education, pursuant to Section 114 of the *Education Act* and Section 9 of the *Northland School Division Act*, make the Order in the attached Appendix, being The Northland School Division and The Northern Lights School Division Boundary Adjustment Order.

Dated at Calgary, Alberta, August 26, 2024.

Demetrios Nicolaides, *Minister*.

APPENDIX

The Northland School Division and The Northern Lights School Division Boundary Adjustment Order

WHEREAS Order in Council 121/2021 dated April 28, 2021 separated lands from Improvement District No. 349 and annexed the lands to the Municipal District of Bonnyville No. 87;

AND WHEREAS Improvement District No. 349 is located in The Northland School Division;

AND WHEREAS the Municipal District of Bonnyville No. 87 is located in The Northern Lights School Division;

AND WHEREAS Section 114 of the *Education Act* authorizes the Minister, by order, to add land to or take land from a school division;

AND WHEREAS Section 9 of the *Northland School Division Act*, provides that the *Education Act* and the regulations under it apply with respect to The Northland School Division.

- 1 Pursuant to Section 114 of the *Education Act*, the following lands are taken from The Northland School Division and are added to The Northern Lights School Division:

Township 67, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 68, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 9, West of the 4th Meridian

Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 69, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 2, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 3, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 4, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 5, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 6, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 7, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 8, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 9, West of the 4th Meridian

Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 70, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 2, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 3, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 4, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 5, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 6, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 71, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 72, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 73, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 3, West of the 4th Meridian
Sections 1 to 28 inclusive; Sections 33 to 36 inclusive.

Township 73, Range 4, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 5, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 6, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 7, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 8, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 9, West of the 4th Meridian
Sections 1 and 2; Sections 11 to 14 inclusive.

Township 74, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 74, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 75, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 75, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

- 2 The Northern Lights School Division shall be comprised of the following lands:

Township 59, Range 2, West of the 4th Meridian
Sections 5 to 8 inclusive; Sections 17 and 18; Sections 31 and 32; West half of Section 4; Those portions of Sections 28, 29, and 33 lying outside of Elizabeth Metis Settlement.

Township 59, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 59, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 59, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 59, Range 6, West of the 4th Meridian
Those portions of Sections 1, 12, 13, 24, 25, 31, 32, 33, 34, 35, and 36 lying outside of Kehewin Indian Reserve.

Township 59, Range 7, West of the 4th Meridian
Sections 1 to 11 inclusive; Sections 14 to 23 inclusive; Sections 26 to 36 inclusive; Those portions of Sections 12, 13, 24, and 25 lying outside of Kehewin Indian Reserve.

Township 59, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 59, Range 9, West of the 4th Meridian
East halves of Sections 1, 12, 13, 24, 25, and 36.

Township 60, Range 2, West of the 4th Meridian
Sections 1 and 2; Sections 5 to 36 inclusive; Those portions of Sections 3 and 4 lying outside of Elizabeth Metis Settlement.

Township 60, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 60, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 60, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 60, Range 6, West of the 4th Meridian

Sections 1 to 4 inclusive; Sections 7 to 36 inclusive; Those portions of Sections 5 and 6 lying outside of Kehewin Indian Reserve.

Township 60, Range 7, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 60, Range 8, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 60, Range 9, West of the 4th Meridian

Sections 21 to 28 inclusive; Sections 33 to 36 inclusive; East halves of Sections 1, 12, and 13.

Township 61, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 61, Range 2, West of the 4th Meridian

Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive; Sections 35 and 36.

Township 61, Range 3, West of the 4th Meridian

Sections 4 to 9 inclusive; Sections 16 to 21 inclusive; Sections 28 to 33 inclusive.

Township 61, Range 4, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 61, Range 5, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 61, Range 6, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 61, Range 7, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 61, Range 8, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 61, Range 9, West of the 4th Meridian

Sections 1 to 4 inclusive; Sections 9 to 16 inclusive; Sections 21 to 28 inclusive; Sections 33 to 36 inclusive; East halves of Sections 5, 8, 17, 20, 29, and 32.

Township 62, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 62, Range 2, West of the 4th Meridian

Sections 1 and 2; Sections 11 to 36 inclusive.

Township 62, Range 3, West of the 4th Meridian
Sections 4 to 9 inclusive; Sections 13 to 36 inclusive.

Township 62, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 62, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 62, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 62, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 62, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 62, Range 9, West of the 4th Meridian
Sections 1 to 5 inclusive; Sections 7 to 36 inclusive; North half of Section 6.

Township 62, Range 10, West of the 4th Meridian
Sections 12, 13, 24, 25, and 36; North half of Section 1; East halves of Sections 11, 14, 23, 26, and 35; Northeast quarter of Section 2.

Township 62, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 62, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 1, West of the 4th Meridian
Sections 1 to 10 inclusive; Section 18; Those portions of Sections 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 25, 26, 29, 35, and 36 lying outside of Cold Lake; Those portions of Section 19 lying outside of Cold Lake Indian Reserve and Cold Lake.

Township 63, Range 2, West of the 4th Meridian
Sections 1 to 23 inclusive; Section 27; South halves of Sections 28 to 30 inclusive; East half of Section 34; Those portions of Section 24 lying outside of Cold Lake Reserve; Those portions of Sections 26 and 35 lying outside of Cold Lake.

Township 63, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 10, West of the 4th Meridian
Section 1; Sections 5 to 8 inclusive; Sections 11 to 36 inclusive; Those portions of Sections 2, 3, 4, 9, and 10 lying North of Beaver River.

Township 63, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 12, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 13, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 63, Range 17, West of the 4th Meridian
Sections 1 to 4 inclusive; Sections 9 to 16 inclusive; Sections 19 to 36 inclusive.

Township 64, Range 2, West of the 4th Meridian
Sections 19 and 20; Sections 29 to 33 inclusive; Those portions of Sections 21, 27, 28, and 34 lying outside of Cold Lake.

Township 64, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 10, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 12, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 13, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 64, Range 17, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 1, West of the 4th Meridian
Sections 22 to 36 inclusive; Those portions of Sections 13, 14, 15, 16, 19, 20, and 21 lying North of Cold Lake.

Township 65, Range 2, West of the 4th Meridian
Sections 4 to 10 inclusive; Sections 14 to 23 inclusive; Sections 25 to 36 inclusive; Those portions of Sections 2, 3, 11, 12, 13, and 24 lying North and West of Cold Lake.

Township 65, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 10, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 12, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 13, West of the 4th Meridian
Sections 1 to 12 inclusive; Sections 15 to 20 inclusive; Sections 29 to 32 inclusive.

Township 65, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 65, Range 17, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 1, West of the 4th Meridian
Sections 3 to 10 inclusive; Sections 17 to 21 inclusive; Sections 28 to 36 inclusive; Those portions of Sections 1, 13, and 14 lying South of Cold Lake Reserve; Those portions of Sections 2, 11, 16, 22, and 27 lying West of Cold Lake Reserve; That portion of Section 12 lying outside of Cold Lake Reserve; Those portions of Section 15 lying South and West of Cold Lake Reserve.

Township 66, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 10, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 12, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 13, West of the 4th Meridian
Sections 5 to 8 inclusive; Sections 17 to 20 inclusive; Sections 29 to 31 inclusive; Section 36; Those portions of Sections 21 to 28 inclusive and 32 to 35 inclusive lying outside of Beaver Lake; That portion of the Southwest quarter of Section 14 lying South of Beaver Lake.

Township 66, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 66, Range 15, West of the 4th Meridian
Those portions of Sections 1 to 36 inclusive lying outside of Missiwawi Lake.

Township 66, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 10, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 12, West of the 4th Meridian
Sections 1 to 6 inclusive; Sections 8 to 17 inclusive; Sections 19 to 36 inclusive;
Those portions of Sections 7 and 18 lying East of the Lac La Biche Lake.

Township 67, Range 13, West of the 4th Meridian
Sections 1 to 5 inclusive; Sections 9 to 11 inclusive; Sections 15, 25, 35, and 36;
Those portions of sections 6, 8, 12, 13, 14, 16, 17, 21, 22, 24, 26, and 34 lying
outside of the Lac La Biche Lake.

Township 67, Range 14, West of the 4th Meridian
Sections 2 to 10 inclusive; Sections 15 to 22 inclusive; Those portions of
Sections 1, 27, 28, 29, 30, and 34 lying South of the Lac La Biche Lake; Those
portions of Sections 11, 12, 13, 14, 23, and 26 lying West of the Lac La Biche
Lake.

Township 67, Range 15, West of the 4th Meridian
Sections 1 to 24 inclusive; Sections 27 to 34 inclusive; Those portions of
Sections 25, 26, and 35 lying South and West of the Lac La Biche Lake.

Township 67, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 17, West of the 4th Meridian

Sections 10 to 15 inclusive; Sections 22 to 26 inclusive; Sections 35 and 36;
North halves of Sections 1 to 3 inclusive; East halves of Sections 16 and 21;
Northeast quarter of Section 9.

Township 68, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 2, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 3, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 4, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 5, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 6, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 7, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 8, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 9, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 10, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 11, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 12, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 68, Range 13, West of the 4th Meridian

Sections 1 and 2; Sections 10 to 14 inclusive; Sections 23 to 26 inclusive;
Sections 29 to 36 inclusive; Those portions of Sections 3, 4, 9, 15, 16, 21, 22, 27,
and 28 lying North and East of the Lac La Biche Lake; Those portions of
Sections 19 and 20 lying North of the Lac La Biche Lake.

Township 68, Range 14, West of the 4th Meridian

Sections 16 and 17; Sections 20 to 22 inclusive; Sections 25 to 29 inclusive;
Sections 32 to 36 inclusive; Those portions of Sections 8, 9, 14, 15, 23, and 24

lying North of the Lac La Biche Lake; Those portions of Sections 18, 19, 30, and 31 lying North and East of the Lac La Biche Lake.

Township 68, Range 15, West of the 4th Meridian

Sections 5 and 6; Those portions of Sections 3, 4, 7, 8, 9, 17, and 18 lying South of the Lac La Biche Lake; That portion of Section 31 lying outside of the Lac La Biche Lake; Those portions of Sections 34, 35, and 36 lying North of the Lac La Biche Lake.

Township 68, Range 16, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 2, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 3, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 4, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 5, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 6, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 7, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 8, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 9, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 10, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 11, West of the 4th Meridian

Sections 1 to 12 inclusive; Sections 15 to 22 inclusive; Sections 26 to 35 inclusive; Those portions of Sections 25 and 36 lying East of the Heart Lake Indian Reserve; That portion of Section 14 lying South of the Heart Lake Indian Reserve.

Township 69, Range 12, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 69, Range 13, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 15, West of the 4th Meridian
Sections 1 to 3 inclusive; Section 7; Sections 9 to 16 inclusive; Sections 18 to 36 inclusive; Those portions of Sections 4, 5, 6, 8, and 17 lying outside of the Lac La Biche Lake and the Lac La Biche River.

Township 69, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 17, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 18, West of the 4th Meridian
Sections 1 to 16 inclusive; Sections 21 to 28 inclusive; Sections 32 to 36 inclusive; Those portions of Sections 17, 18, 20, 29, 30, and 31 lying East of the Athabasca River.

Township 70, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 10, West of the 4th Meridian

Sections 1 to 5 inclusive; Sections 10 to 14 inclusive; Sections 24 to 36 inclusive; Those portions of Sections 6, 7, 8, 9, 15, 16, 18, 22, and 23 lying outside of the Heart Lake Indian Reserve.

Township 70, Range 11, West of the 4th Meridian

Sections 2 to 11 inclusive; Sections 15 to 22 inclusive; Sections 25 to 36 inclusive; That portion of Section 1 lying South and East of the Heart Lake Indian Reserve.

Township 70, Range 12, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 13, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 14, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 15, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 16, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 17, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 70, Range 18, West of the 4th Meridian

Sections 1 to 5 inclusive; Sections 7 to 36 inclusive; That portion of Section 6 lying Northeast of the Athabasca River.

Township 70, Range 19, West of the 4th Meridian

Sections 13 to 16 inclusive; Sections 20 to 29 inclusive; Sections 33 to 36 inclusive; Those portions of Sections 9, 10, 11, 12, 17, 19, 30, and 32 lying North and East of the Athabasca River.

Township 71, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 2, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 3, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 4, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 71, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 10, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 12, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 13, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 17, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 18, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 19, West of the 4th Meridian
Sections 1 and 2; Sections 11 to 14 inclusive; Sections 24, 25, and 36; Those portions of Sections 3, 4, 10, 15, 22, 23, 26, and 35 lying East of the Athabasca River.

Township 72, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 9, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 10, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 11, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 12, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 13, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 14, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 17, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 18, West of the 4th Meridian

Sections 1 to 29 inclusive; Sections 34 to 36 inclusive; Those portions of Sections 30, 32, and 33 lying East of the Athabasca River.

Township 72, Range 19, West of the 4th Meridian

Sections 1 and 12; Those portions of Sections 2, 11, 13, 14, 24, and 25 lying East of the Athabasca River.

Township 73, Range 1, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 2, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 3, West of the 4th Meridian

Sections 1 to 28 inclusive; Sections 33 to 36 inclusive.

Township 73, Range 4, West of the 4th Meridian

Sections 1 to 18 inclusive.

Township 73, Range 5, West of the 4th Meridian

Sections 1 to 18 inclusive.

Township 73, Range 6, West of the 4th Meridian

Sections 1 to 18 inclusive.

Township 73, Range 7, West of the 4th Meridian

Sections 1 to 18 inclusive.

Township 73, Range 8, West of the 4th Meridian

Sections 1 to 18 inclusive.

Township 73, Range 9, West of the 4th Meridian

Sections 1 to 22 inclusive; Sections 27 to 34 inclusive.

Township 73, Range 10, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 11, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 12, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 13, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 14, West of the 4th Meridian

Sections 1 to 36 inclusive.

Township 73, Range 15, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 16, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 17, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 18, West of the 4th Meridian
Sections 1 and 2; Sections 11 to 14 inclusive; Sections 23 to 26 inclusive;
Sections 34 to 36 inclusive; Those portions of Sections 3, 10, 15, 22, 27, 28, and
33 lying East of the Athabasca River.

Township 74, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 74, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 74, Range 9, West of the 4th Meridian
Sections 3 to 10 inclusive; Sections 15 to 22 inclusive; Sections 27 to 34
inclusive.

Township 75, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 75, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

- 3 The Board of Trustees of Northern Lights School Division shall continue to be comprised of nine trustees.
- 4 This Order shall be effective September 1, 2024.

Ministerial Order No. 019/2024

(Education Act)

I, Demetrios Nicolaides, Minister of Education, pursuant to Section 97 of the *Education Act*, make the Order in the attached Appendix, being The Chreamsel School District Establishment Order.

Dated at Calgary, Alberta, August 26, 2024.

Demetrios Nicolaides, *Minister*.

APPENDIX

The Chreamsel School District Establishment Order

WHEREAS Order in Council 121/2021 dated April 28, 2021, separated lands from Improvement District No. 349 and annexed the lands to the Municipal District of Bonnyville No. 87;

AND WHEREAS Ministerial Order #018/2024 added the below referenced lands to The Northern Lights School Division;

AND WHEREAS section 97 of the *Education Act* authorizes the Minister, by order, to establish any portion of Alberta as a public school district;

- 1 Pursuant to Section 97 of the *Education Act*, The Chreamsel School District is established.
- 2 The Chreamsel School District shall remain part of The Northern Lights School Division.
- 3 The Chreamsel School District shall be comprised of the following lands:

Township 67, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 67, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 68, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 68, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 69, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 69, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 70, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 70, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 71, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 71, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 72, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 3, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 4, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 5, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 6, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 7, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 8, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 72, Range 9, West of the 4th Meridian
Sections 1 to 3 inclusive; Sections 10 to 15 inclusive; Sections 22 to 27 inclusive;
Sections 34 to 36 inclusive.

Township 73, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 73, Range 3, West of the 4th Meridian
Sections 1 to 28 inclusive; Sections 33 to 36 inclusive.

Township 73, Range 4, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 5, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 6, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 7, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 8, West of the 4th Meridian
Sections 1 to 18 inclusive.

Township 73, Range 9, West of the 4th Meridian
Sections 1 and 2; Sections 11 to 14 inclusive.

Township 74, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 74, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 75, Range 1, West of the 4th Meridian
Sections 1 to 36 inclusive.

Township 75, Range 2, West of the 4th Meridian
Sections 1 to 36 inclusive.

4 This Order shall be effective September 1, 2024.

Energy and Minerals

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 and Minerals on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Cygnet Duvernay Agreement No. 52” and that the Unit became effective on February 1, 2023.

EXHIBIT "A" - PART I
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cynnet Duvernay Agreement No. 52

Tract No.	Land Description (M.R.T. Sec)	Lease Number	Royalty Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	4-28-039: 1 NE	M5306	Lorraine Rauhala	3.756	5.15968	Vesta Energy Ltd.	100	5.15968
2	4-28-039: 12 SE	M5443	Computershare Trust Company of Canada	96.244				
3	4-28-039: 12 NE	0412020080	Crown	100	25.63394	Vesta Energy Ltd.	100	25.63394
4A	4-28-039: 13 SEP	0413010068	Crown	100	25.56753	Vesta Energy Ltd.	100	25.56753
		M5460	Larry Allen Wesslen, Lorraine Ann Wesslen, Craig Wesslen & Connie Wesslen	2.264	24.90952	Vesta Energy Ltd.	100	24.90952
		M5462	c/o Larry Allen Wesslen & Lorraine Ann Wesslen	2.264				
		M5785	Anne Macias, Kim Rose, Dean Morrison	95.472				
4B	4-28-039: 13 SEP	0417070280	Hueppelheuser Farms Ltd. c/o Margaret Hueppelheuser	100	0.77040	Vesta Energy Ltd.	100	0.77040
5	4-28-039: 13 NE	M5459	Larry Allen Wesslen, Lorraine Ann Wesslen, Craig Wesslen & Connie Wesslen	49.374	17.95893	Vesta Energy Ltd.	100	17.95893
		M5461	c/o Larry Allen Wesslen & Lorraine Ann Wesslen	49.376				
		M5784	Anne Macias, Kim Rose, Dean Morrison	1.250				
			Hueppelheuser Farms Ltd. c/o Margaret Hueppelheuser					

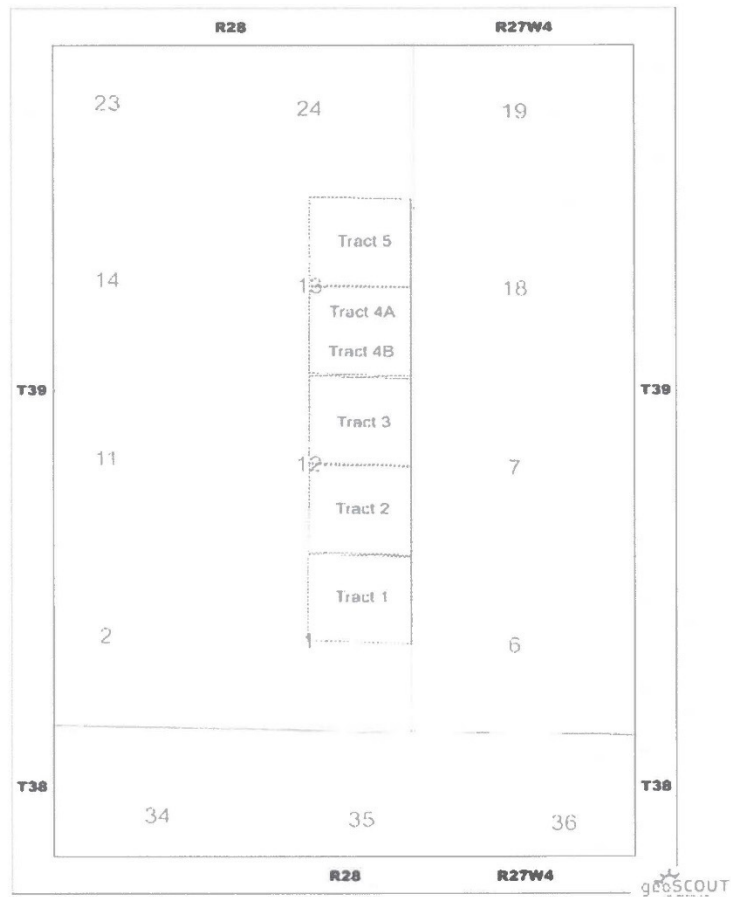
Working Interest Owners:
VESTA ENERGY LTD. ("VESTA") - 100%

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

Effective as of the Effective Date

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 52

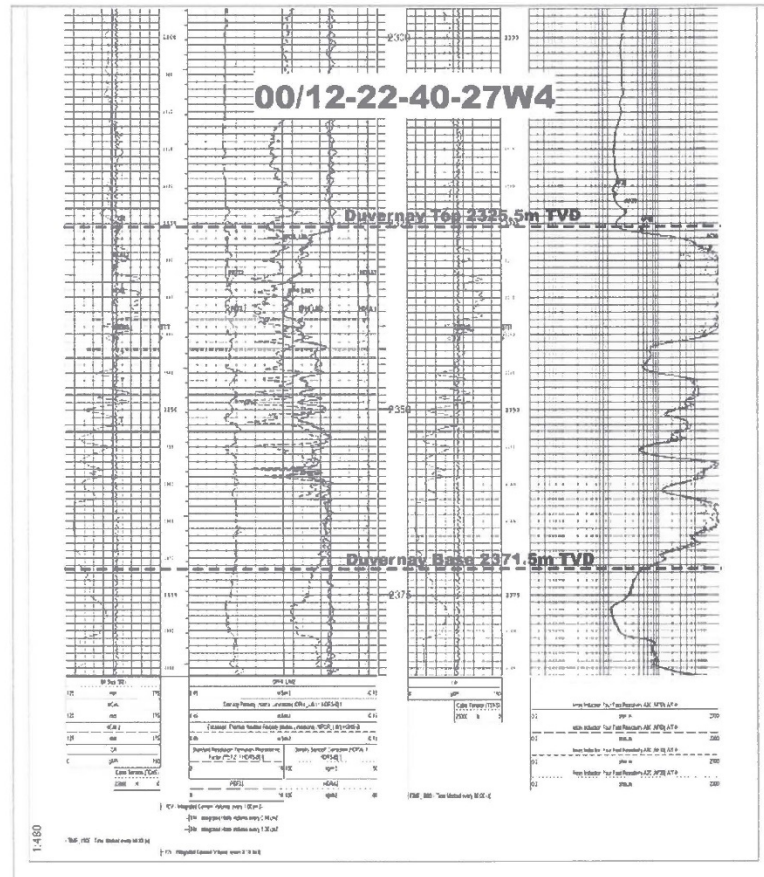


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cynet Duvernay Agreement No. 52

A portion of the Density-Neutron Log recorded at the well 100/12-22-040-27W4/00 located in LSD 12.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy and Minerals on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Cygnet Duvernay Agreement No. 53" and that the Unit became effective on February 1, 2023.

EXHIBIT "A" - PART I
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 53

Tract No.	Land Description (M R T: Sec)	Lease Number	Royalty Owner	Share of Royalty Interest Owner (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	4-28-039: 1 NE	M5306	Lorraine Rauhala	3.756	6.46745	VESTA	100	6.46745
2	4-28-039: 12 SE	M5443	Computershare Trust Company of Canada	96.244				
3	4-28-039: 12 NE	0412020080	Crown	100	24.87531	VESTA	100	24.87531
4A	4-28-039: 13 SEP	0413010068	Crown	100	24.80775	VESTA	100	24.80775
		M5460	Larry Allen Wesslen, Lorraine Ann Wesslen, Craig Wesslen & Connie Wesslen	2.264	23.98004	VESTA	100	23.98004
		M5462	c/o Larry Allen Wesslen & Lorraine Ann Wesslen					
			Anne Macias, Kim Rose, Dean Morison	2.264				
		M5785	Hueppelheuser Farms Ltd. c/o Margaret Hueppelheuser	95.472				
4B	4-28-039: 13 SEP	0417070280	Crown	100	0.74165	VESTA	100	0.74165
5	4-28-039: 13 NE	M5459	Larry Allen Wesslen, Lorraine Ann Wesslen, Craig Wesslen & Connie Wesslen	49.374	19.12780	VESTA	100	19.12780
			c/o Larry Allen Wesslen & Lorraine Ann Wesslen					
		M5461	Anne Macias, Kim Rose, Dean Morison	49.376				
		M5784	Hueppelheuser Farms Ltd. c/o Margaret Hueppelheuser	1.250				

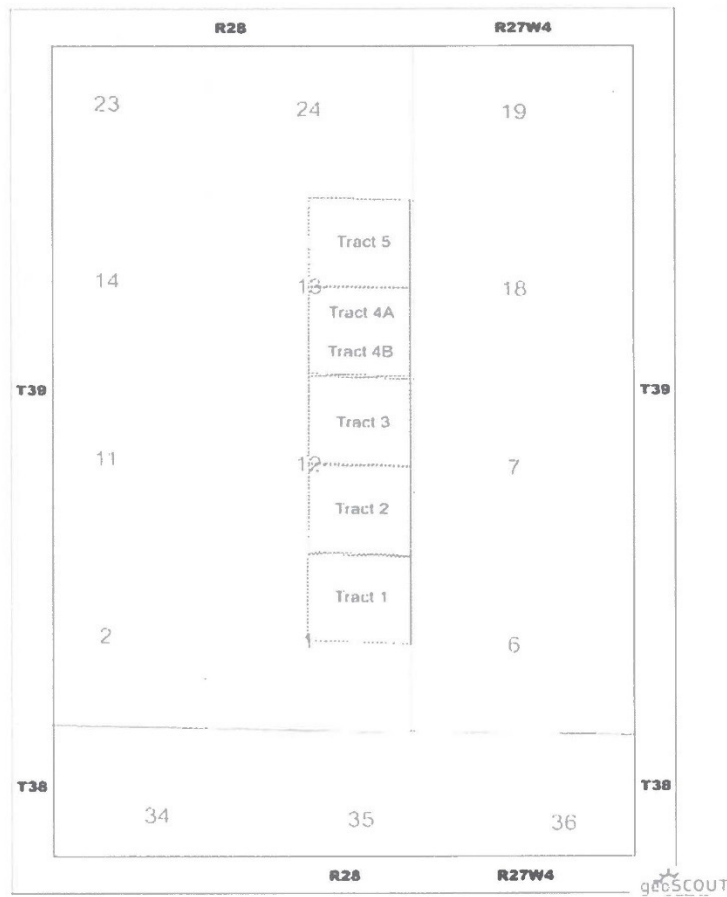
Working Interest Owners:
VESTA ENERGY LTD. ("VESTA") - 100%

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

Effective as of the Effective Date

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 53

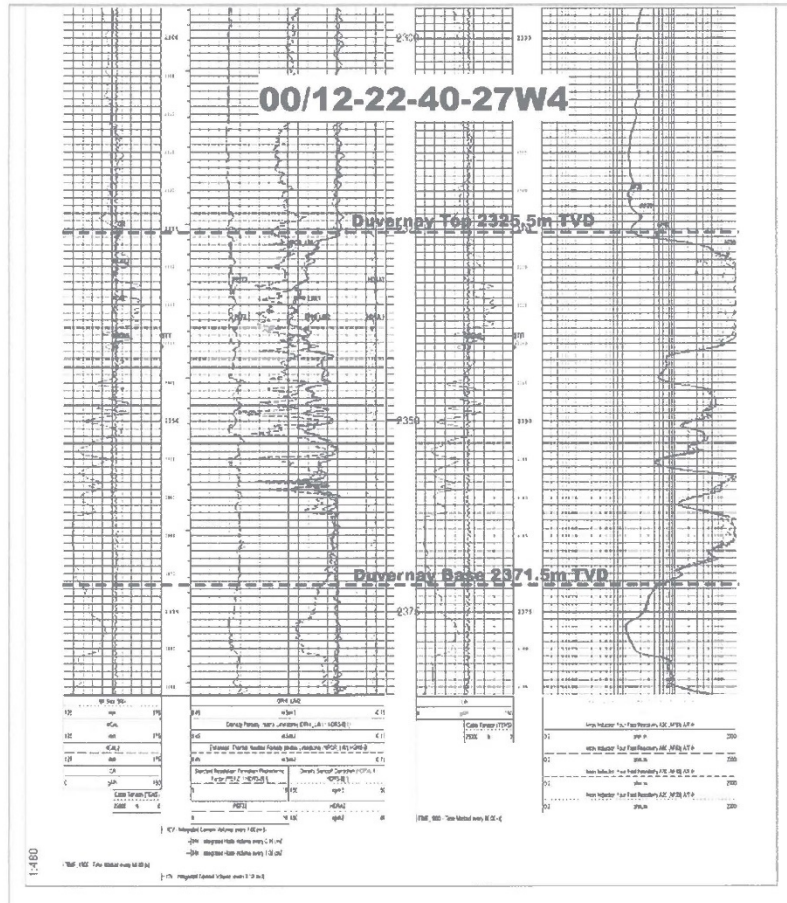


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 53

A portion of the Density-Neutron Log recorded at the well 100/12-22-040-27W4/00 located in LSD 12.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy and Minerals on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Cygnet Duvernay Agreement No. 54" and that the Unit became effective on February 1, 2023.

EXHIBIT "A" - PART I
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 54

Tract No.	Land Description (M R T, Sec)	Lease Number	Royalty Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	4-28-039; 1 NE	M5306	Lorraine Rauhala	3.756	4.36476	VESTA	100	4.36476
2	4-28-039; 12 SE	M5443	Computershare Trust Company of Canada	96.244				
3	4-28-039; 12 NE	0412020080	Crown	100	24.83679	VESTA	100	24.83679
4A	4-28-039; 13 SEP	0413010068	Crown	100	24.91963	VESTA	100	24.91963
		M5460	Larry Allen Wesslen, Lorraine Ann Wesslen, Craig Wesslen & Connie Wesslen	2.264	24.05240	VESTA	100	24.05240
		M5462	c/o Larry Allen Wesslen & Lorraine Ann Wesslen					
			Anne Macias, Kim Rose, Dean Morison	2.264				
		M5785	Hueppelheuser Farms Ltd. c/o Margaret Hueppelheuser	95.472				
4B	4-28-039; 13 SEP	0417070280	Crown	100	0.74389	VESTA	100	0.74389
5	4-28-039; 13 NE	M5459	Larry Allen Wesslen, Lorraine Ann Wesslen, Craig Wesslen & Connie Wesslen	49.374	21.08253	VESTA	100	21.08253
			c/o Larry Allen Wesslen & Lorraine Ann Wesslen					
		M5461	Anne Macias, Kim Rose, Dean Morison	49.376				
		M5784	Hueppelheuser Farms Ltd. c/o Margaret Hueppelheuser	1.250				

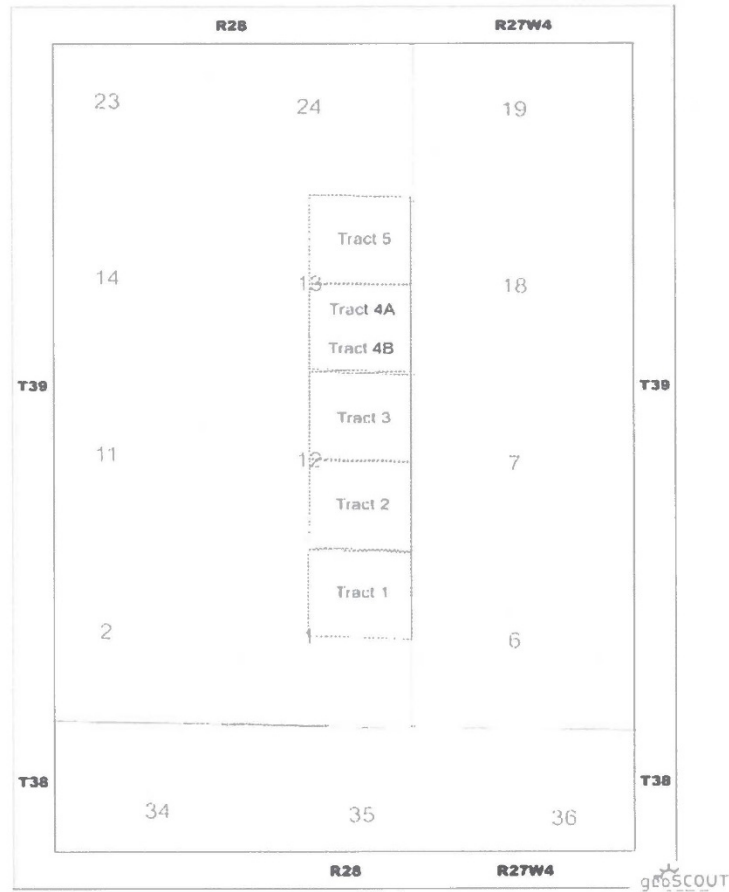
Working Interest Owners:
VESTA ENERGY LTD. ("VESTA") - 100%

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

Effective as of the Effective Date

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 54

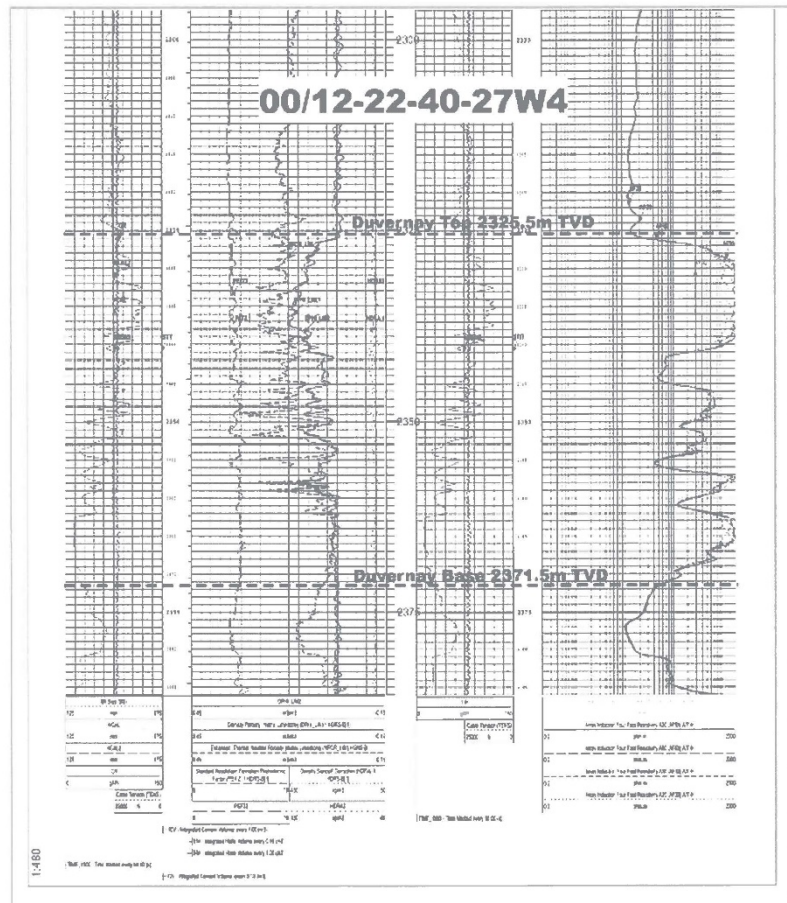


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Cygnet Duvernay Agreement No. 54

A portion of the Density-Neutron Log recorded at the well 100/12-22-040-27W4/00 located in LSD 12.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy and Minerals on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Morinville Rex Agreement" and that the Unit became effective on February 1, 2023.

EXHIBIT "A" - PART I
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"MORINVILLE REX AGREEMENT"

Tract No.	Land Description (M R T; Sec)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	4-25-056; 36SE	0421100015	Crown	34.3827%	Baytex Energy Ltd.	100.00%	34.3827%
2	4-25-056; 25NE	PrairieSky Royalty Ltd.	PrairieSky Royalty Ltd.	65.3464%	Baytex Energy Ltd.	100.00%	65.3464%
3	4-25-056; 25SE	PrairieSky Royalty Ltd.	PrairieSky Royalty Ltd.	0.2709%	Baytex Energy Ltd.	100.00%	0.2709%

Working Interest Owners:

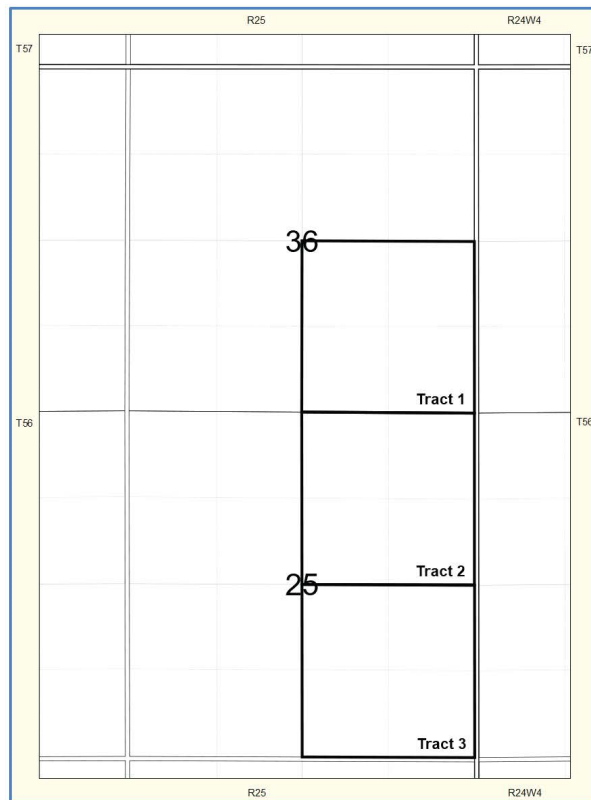
Baytex Energy Ltd.

100%

Effective as of the Effective Date

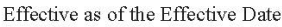
EXHIBIT “B”

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
“MORINVILLE REX AGREEMENT”



Effective as of the Effective Date

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"MORINVILLE REX AGREEMENT"



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy and Minerals on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Morningside Duvernay Agreement No. 18" and that the Unit became effective on July 1, 2023.

EXHIBIT "A" - PART I
ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Morningside Duvernay Agreement No. 18

Tract No.	Land Description (M R T: Sec.)	Lease Number	Royalty Owner	Share of Royalty Interest Owner (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	4-27-041: 15 NE	N0754 N0775 N0776 N0790 N0791 N0815 N0816	Grant Alexander Salmon & Colleen Salmon Nancy Fangle Irene Crawford William Charles Grimes Doreen Catherine-Ann Minion Susanna Lee Mayhew Cyril Wayne Grimes, By His Power of Attorney Doreen Catherine-Ann Minion	10 10 10 17.5 17.5 17.5 17.5	8.8295	VESTA	100	8.8295
2	4-27-041: 22 SE	5315070127	Crown	100	18.7399	VESTA	100	18.7399
3	4-27-041: 22 NE	5315070127	Crown	100	18.6931	VESTA	100	18.6931
4	4-27-041: 27 SE	N0882 N1071 N1534 N1664 N1665	Shirley I. Campbell Cynthia Dawn Campbell Tammy Lynn Gerlach Chuyatt Leigh Lins Kevin Blaine Mundorf Rhonda May Mundorf	33.334 33.333 11.111 11.111 11.111	18.7376	VESTA	100	18.7376
5	4-27-041: 27 NE	N1253 N1249 N1250 N1251 N1252	Larry Henderson Clifford Henderson Cruz Maher Miraback Zachary Megid Miraback Braydon Chandler Lietz Hazel A. Kent Fay Bass	20 20 20 20 20	18.6931	VESTA	100	18.6931
6	4-27-041: 34 SE	5315070127	Crown	100	16.3068	VESTA	100	16.3068

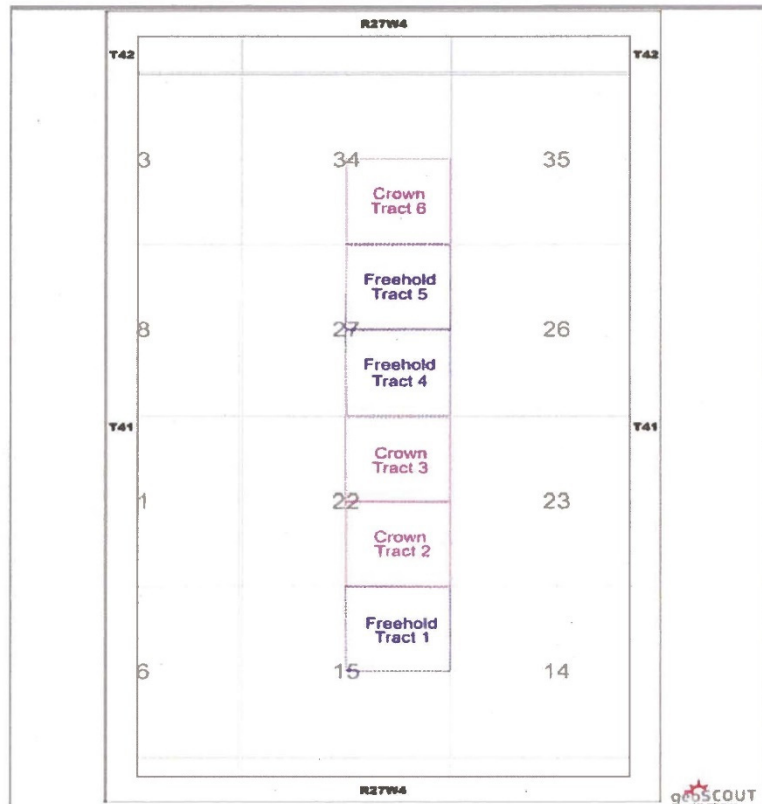
Working Interest Owners: VESTA ENERGY LTD. ("VESTA") - 100%

Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Morningside Duvernay Agreement No. 18

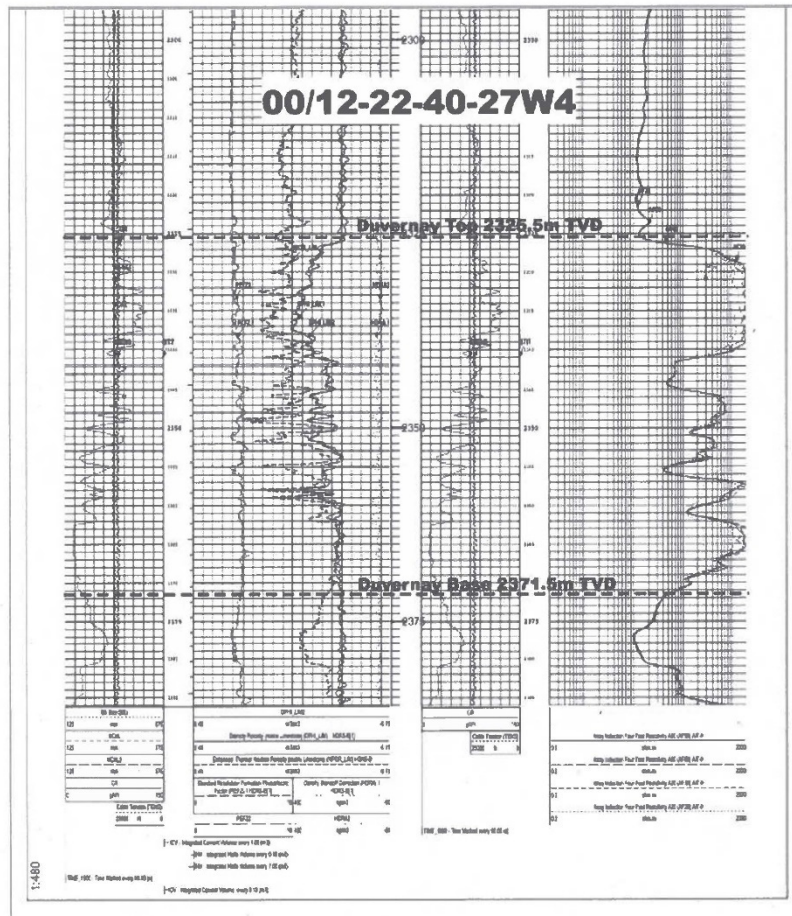


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
Morningside Duvernay Agreement No. 18

A portion of the Gamma-Neutron-Density and Induction Log recorded at the well 100/12-22-040-27W4/00 located in LSD 12.



Infrastructure

Sale or Disposition of Land

(Government Organization Act)

Name of Purchaser: Exshaw Mountain Gateway Inc.

Consideration: \$176,000.00

Land Description: Plan 1025LK

Drainage Ditch

Containing 0.255 hectares (0.63 acres) more or less

Excepting thereout all mines and minerals

Area: 0.255 hectares (0.63 acres) more or less

Name of Purchaser: The Town of High Level

Consideration: \$160,000.00

Land Description: Plan 4507NY; Block 19; Lot 8

Excepting thereout all mines and minerals and the right to work the same

Municipal Affairs

Ministerial Order No. TCS:007/24

(Safety Codes Act)

I, Ric McIver, Minister of Municipal Affairs, pursuant to Section 65(4) of the *Safety Codes Act*, make the following order:

The adoption of NFPA 58 Liquefied Petroleum Gas Code 2024 and NFPA 59 Liquefied Petroleum Gas Plant Code 2024 is delayed until April 1, 2025, under the Pressure Equipment Safety Regulation (AR 49/2006).

Dated at Edmonton, Alberta, August 24, 2024.

Ric McIver, *Minister*.

Alberta Securities Commission

AMENDMENTS TO NATIONAL INSTRUMENT 81-102 INVESTMENT FUNDS

(Securities Act)

Made as a rule by the Alberta Securities Commission on May 15, 2024 pursuant to sections 223 and 224 of the Securities Act.

**AMENDMENTS TO NATIONAL INSTRUMENT 81-102
INVESTMENT FUNDS**

- 1. National Instrument 81-102 Investment Funds is amended by this Instrument.**
- 2. Section 9.4 is amended**

(a) by adding the following subsection:

(0.1) In subsections (1), (2) and (4), “reference settlement date” means the earlier of

- (a) the business day determined by the mutual fund and made available in writing to the principal distributor or participating dealer referred to in subsection (1), or to the person or company referred to in subsection (1) providing services to the principal distributor or participating dealer, and

(b) the second business day after the pricing date.,

(b) in subsections (1), (2) and (4), by replacing “second business day after the pricing date” with “reference settlement date”, and

(c) in paragraph 4(a), by replacing “third business day after the pricing date” with “next business day after the reference settlement date”.

Effective Date

3. (1) This Instrument comes into force on August 31, 2024.
- (2) In Saskatchewan, despite subsection (1), if this Instrument is filed with the Registrar of Regulations after August 31, 2024, this Instrument comes into force on the day on which it is filed with the Registrar of Regulations.

**IMPLEMENTATION OF MULTILATERAL INSTRUMENT 93-101
DERIVATIVES: BUSINESS CONDUCT**

(Securities Act)

Made as a rule by the Alberta Securities Commission on September 13, 2023 pursuant to sections 223 and 224 of the Securities Act.

**MULTILATERAL INSTRUMENT 93-101
DERIVATIVES: BUSINESS CONDUCT**

PART 1

DEFINITIONS AND INTERPRETATION

Definitions and interpretation

1. (1) In this Instrument

“CIRO” means the Canadian Investment Regulatory Organization;

“collateral” means cash, securities or other property that is

- (a) received or held by a derivatives firm from, for or on behalf of a derivatives party, and
- (b) intended to or does margin, guarantee, secure, settle or adjust one or more derivatives between the derivatives firm and the derivatives party;

“commercial hedger” means a person or company that carries on a business and that transacts a derivative to hedge a risk in respect of the business, related to any of the following:

- (a) an asset that the person or company owns, produces, manufactures, processes, or merchandises or, at the time of the execution of the transaction, reasonably anticipates owning, producing, manufacturing, processing, or merchandising;
- (b) a liability that the person or company incurs or, at the time the transaction occurs, reasonably anticipates incurring;
- (c) a service that the person or company provides, purchases, or, at the time the transaction occurs, reasonably anticipates providing or purchasing;

“commodity derivative” means a derivative for which the only underlying interest is a commodity other than a currency;

“derivatives adviser” means any of the following:

- (a) except in Québec, a person or company engaging in or holding themselves out as engaging in the business of advising others in respect of derivatives;
- (b) in Québec, an adviser as that term is defined in the *Derivatives Act* (Québec);
- (c) any other person or company required to be registered as a derivatives adviser under securities legislation;

“derivatives dealer” means any of the following:

- (a) except in Québec, a person or company engaging in or holding themselves out as engaging in the business of trading in derivatives as principal or agent;
- (b) in Québec, a dealer as that term is defined in the *Derivatives Act* (Québec);
- (c) any other person or company required to be registered as a derivatives dealer under securities legislation;

“derivatives firm” means a derivatives dealer or a derivatives adviser, as applicable;

“derivatives party” means,

- (a) in relation to a derivatives dealer, any of the following:
 - (i) a person or company for which the derivatives dealer acts or proposes to act as an agent in relation to a transaction;
 - (ii) a person or company that is, or is proposed to be, a party to a derivative for which the derivatives dealer is the counterparty, and
- (b) in relation to a derivatives adviser, a person or company to which the adviser provides or proposes to provide advice in relation to a derivative;

“derivatives party assets” means any asset, including, for greater certainty, collateral, received or held by a derivatives firm from, for or on behalf of a derivatives party;

“derivatives position” means the economic interest of a counterparty in an outstanding derivative;

“derivatives sub-adviser” means an adviser to any of the following:

- (a) a derivatives adviser;
- (b) a person or company that is registered as an adviser under securities legislation of a jurisdiction of Canada, or a person or company registered under commodity futures legislation in Manitoba or Ontario;
- (c) a registered dealer member or a derivatives dealer that is, in each case, a dealer member of CIRO acting as an adviser in accordance with the applicable rules of CIRO;

“eligible commercial hedger” means a person or company that,

- (a) is described in paragraph (n) of the definition of “eligible derivatives party”, and
- (b) is not described in any other paragraph of that definition;

“eligible derivatives party” means, for a derivatives party of a derivatives firm, any of the following:

- (a) a Canadian financial institution;
- (b) the Business Development Bank of Canada continued under the *Business Development Bank of Canada Act* (Canada);
- (c) a subsidiary of a person or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary,

except the voting securities required by law to be owned by directors of the subsidiary;

- (d) a person or company registered under the securities legislation of a jurisdiction of Canada as any of the following:
 - (i) a derivatives dealer;
 - (ii) a derivatives adviser;
 - (iii) an adviser;
 - (iv) an investment dealer;
- (e) a pension fund that is regulated by the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of the pension fund;
- (f) an entity organized under the laws of a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- (g) the Government of Canada or the government of a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or the government of a jurisdiction of Canada;
- (h) a government of a foreign jurisdiction or any agency of that government;
- (i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- (j) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;
- (k) a person or company that is acting on behalf of a managed account if the person or company is registered or authorized to carry on business as either of the following:
 - (i) an adviser or a derivatives adviser in a jurisdiction of Canada;
 - (ii) the equivalent of an adviser or a derivatives adviser under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- (l) an investment fund if either of the following apply:

- (i) the investment fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;
- (ii) the investment fund is advised by an adviser registered or exempted from registration under securities legislation or under commodity futures legislation of a jurisdiction of Canada;
- (m) a person or company, other than an individual, that has net assets of at least \$25 000 000 as shown on its most recently prepared financial statements;
- (n) a person or company that has represented to the derivatives firm, in writing, that it is a commercial hedger in relation to the derivatives that it transacts with the derivatives firm;
- (o) an individual that beneficially owns financial assets, as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions*, that have an aggregate realizable value before tax but net of any related liabilities of at least \$5 000 000;
- (p) a person or company, other than an individual, that has represented to the derivatives firm, in writing, that its obligations under derivatives that it transacts with the derivatives firm are fully guaranteed or otherwise fully supported, under a written agreement, by one or more derivatives parties referred to in this definition, other than a derivatives party referred to in paragraph (n) or (o);
- (q) a qualifying clearing agency;

“institutional foreign exchange market” means the global foreign exchange market comprised of persons or companies that are active in foreign exchange markets as part of their business and transact in foreign exchange contracts or instruments, including, for greater certainty, short-term foreign exchange contracts or instruments;

“investment dealer” means a person or company registered as an investment dealer under the securities legislation of a jurisdiction of Canada;

“managed account” means an account of a derivatives party for which another person or company makes the trading decisions if the other person or company has discretion to transact derivatives for the account without requiring the derivatives party’s express consent to the transaction;

“non-eligible derivatives party” means a derivatives party that is not an eligible derivatives party;

“permitted depository” means a person or company that is any of the following:

- (a) a Canadian financial institution;

- (b) a qualifying clearing agency;
- (c) the Bank of Canada or the central bank of a permitted jurisdiction;
- (d) a person recognized or exempted from recognition as a central securities depository under the *Securities Act* (Québec);
- (e) a person or company
 - (i) whose head office or principal place of business is in a permitted jurisdiction,
 - (ii) that is a banking institution or trust company of a permitted jurisdiction, and
 - (iii) that has shareholders' equity, as reported in its most recent audited financial statements, of not less than \$100 000 000;
- (f) with respect to derivatives party assets that it receives from a derivatives party, a derivatives dealer;

“permitted jurisdiction” means a foreign jurisdiction that is any of the following:

- (a) a country where the head office or principal place of business of an authorized foreign bank named in Schedule III of the *Bank Act* (Canada) is located, and a political subdivision of that country;
- (b) if a derivatives party has provided express written consent to the derivatives dealer entering into a derivative in a foreign currency, the country of origin of the foreign currency used to denominate the rights and obligations under the derivative entered into by, for or on behalf of the derivatives party, and a political subdivision of that country;

“qualifying clearing agency” means a person or company if any of the following apply:

- (a) it is recognized or exempted from recognition as a clearing agency or a clearing house, as applicable, in a jurisdiction of Canada;
- (b) it is subject to regulation in a foreign jurisdiction that is consistent with the *Principles for financial market infrastructures* applicable to central counterparties, as amended from time to time, and published by the Bank for International Settlements' Committee on Payments and Market Infrastructures and the International Organization of Securities Commissions;

“referral arrangement” means any arrangement in which a derivatives firm agrees to pay or receive a referral fee;

“referral fee” means any compensation, whether made directly or indirectly, provided for the referral of a derivatives party to or from a derivatives firm;

“registered derivatives firm” means a derivatives dealer or a derivatives adviser that is registered under the securities legislation of a jurisdiction of Canada as a derivatives dealer or a derivatives adviser;

“registered firm” means a registered derivatives firm or a registered securities firm;

“registered securities firm” means a person or company that is registered as a dealer, an adviser or an investment fund manager in a category of registration specified in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;

“segregate” means to separately hold or separately account for a derivatives party’s positions related to derivatives or derivatives party assets;

“short-term foreign exchange contract or instrument” means a contract or instrument referred to in the following:

- (a) in Manitoba, paragraph 2(1)(c) of Manitoba Securities Commission Rule 91-506 *Derivatives: Product Determination*;
- (b) in Ontario, paragraph 2(1)(c) of Ontario Securities Commission Rule 91-506 *Derivatives: Product Determination*;
- (c) in Québec, paragraph 2(c) of *Regulation 91-506 respecting Derivatives Determination*;
- (d) in all other jurisdictions of Canada, paragraph 2(1)(c) of Multilateral Instrument 91-101 *Derivatives: Product Determination*;

“transaction” means either of the following:

- (a) entering into a derivative or making a material amendment to, terminating, assigning, selling, or otherwise acquiring or disposing of, a derivative;
- (b) the novation of a derivative, other than a novation with a qualifying clearing agency;

“valuation” means the value of a derivative as at a certain date determined in accordance with applicable accounting standards for fair value measurement using a methodology that is consistent with derivatives industry standards;

(2) In this Instrument, “adviser” includes

- (a) in Manitoba, an “adviser” as defined in *The Commodity Futures Act* (Manitoba),
- (b) in Ontario, an “adviser” as defined in the *Commodity Futures Act* (Ontario), and
- (c) in Québec, an “adviser” as defined in the *Securities Act* (Québec).

- (3) In this Instrument, a person or company is an affiliated entity of another person or company if one of them controls the other or each of them is controlled by the same person or company.
- (4) In this Instrument, a person or company (the first party) is considered to control another person or company (the second party) if any of the following apply:
- (a) the first party beneficially owns or directly or indirectly exercises control or direction over securities of the second party carrying votes which, if exercised, would entitle the first party to elect a majority of the directors of the second party unless the first party holds the voting securities only to secure an obligation;
 - (b) the second party is a partnership, other than a limited partnership, and the first party holds more than 50% of the interests of the partnership;
 - (c) all of the following apply:
 - (i) the second party is a limited partnership;
 - (ii) the first party is a general partner of the limited partnership referred to in subparagraph (i);
 - (iii) the first party has the power to direct the management and policies of the second party by virtue of being a general partner of the second party;
 - (d) all of the following apply:
 - (i) the second party is a trust;
 - (ii) the first party is a trustee of the trust referred to in subparagraph (i);
 - (iii) the first party has the power to direct the management and policies of the second party by virtue of being a trustee of the second party.
- (5) In this Instrument, a person or company is a subsidiary of another person or company if at least one of the following applies:
- (a) the person or company is controlled by
 - (i) the other person or company,
 - (ii) the other person or company and one or more persons or companies each of which is controlled by that person or company, or
 - (iii) 2 or more persons or companies each of which is controlled by the other person or company;
 - (b) the person or company is a subsidiary of a person or company that is that other person or company's subsidiary.

- (6) For the purpose of this Instrument, a person or company referred to in paragraph (k) of the definition of “eligible derivatives party” is deemed to be transacting as principal when it is acting as an agent or trustee for a managed account.
- (7) In this Instrument, in Alberta, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Saskatchewan and Yukon, “derivative” means a “specified derivative” as defined in Multilateral Instrument 91-101 *Derivatives: Product Determination*.

PART 2

APPLICATION AND EXEMPTION

Application to derivatives firms and individuals acting on their behalf

2. For greater certainty, this Instrument applies to a derivatives firm and an individual acting on behalf of the derivatives firm whether or not they are registered.

Application to certain derivatives

3. This Instrument applies to,
- (a) in Manitoba,
 - (i) a derivative other than a contract or instrument that, for any purpose, is prescribed by any of sections 2, 4 and 5 of Manitoba Securities Commission Rule 91-506 *Derivatives: Product Determination* not to be a derivative, and
 - (ii) a derivative that is otherwise a security and that, for any purpose, is prescribed by section 3 of Manitoba Securities Commission Rule 91-506 *Derivatives: Product Determination* not to be a security,
 - (b) in Ontario,
 - (i) a derivative other than a contract or instrument that, for any purpose, is prescribed by any of sections 2, 4 and 5 of Ontario Securities Commission Rule 91-506 *Derivatives: Product Determination* not to be a derivative, and
 - (ii) a derivative that is otherwise a security and that, for any purpose, is prescribed by section 3 of Ontario Securities Commission Rule 91-506 *Derivatives: Product Determination* not to be a security,
 - (c) in Québec, a derivative specified in section 1.2 of *Regulation 91-506 respecting Derivatives Determination*, other than a contract or instrument specified in section 2 of that regulation, and
 - (d) in Alberta, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Saskatchewan

and Yukon, a “specified derivative” as defined in Multilateral Instrument 91-101 *Derivatives: Product Determination*.

Application – short-term foreign exchange contract or instrument

4. (1) Despite section 3, this Instrument applies to a derivative that is a short-term foreign exchange contract or instrument in the institutional foreign exchange market transacted by derivatives dealer with a derivatives party if all of the following apply:
- (a) the derivatives dealer is a Canadian financial institution;
 - (b) the derivatives dealer has had, at any time after the date on which this Instrument comes into force, a month-end gross notional amount under all outstanding derivatives that exceed \$500 000 000 000.
- (2) In respect of a short-term foreign exchange contract or instrument to which subsection (1) applies, this Instrument does not apply other than the following provisions:
- (a) section 9 [*Fair dealing*];
 - (b) section 10 [*Conflicts of interest*];
 - (c) section 12 [*Handling complaints*];
 - (d) Division 1 [*Compliance*] of Part 5 [*Compliance and recordkeeping*].

Non-application – affiliated entities

5. This Instrument does not apply to a person or company in respect of dealing with or advising an affiliated entity of the person or company unless the affiliated entity is an investment fund.

Non-application – qualifying clearing agencies

6. This Instrument does not apply to a qualifying clearing agency.

Non-application – governments, central banks and international organizations

7. This Instrument does not apply to any of the following:
- (a) the Government of Canada, the government of a jurisdiction of Canada or the government of a foreign jurisdiction;
 - (b) the Bank of Canada or a central bank of a foreign jurisdiction;
 - (c) the Bank for International Settlements;
 - (d) the International Monetary Fund.

Exemptions from certain requirements in this Instrument when dealing with or advising an eligible derivatives party

8. (1) Subject to subsection (3), a derivatives firm is exempt from this Instrument, in relation to a transaction with a derivatives party if the derivatives party
- (a) is an eligible derivatives party, and
 - (b) is not an individual or an eligible commercial hedger.
- (2) Subject to subsection (3), a derivatives firm is exempt from this Instrument, in relation to a transaction with a derivatives party,
- (a) if the derivatives party,
 - (i) is an eligible derivatives party,
 - (ii) is an individual or an eligible commercial hedger, and
 - (iii) has provided the derivatives firm with a written statement that it “waives protections provided in Multilateral Instrument 93-101” and specifies which protections that statement applies to, and
 - (b) if, in the case of a derivatives party that is an individual and is an eligible commercial hedger, the derivatives firm has identified and documented the nature of the derivatives party’s business and the related commercial risks that the derivatives party is hedging.
- (3) The exemptions in subsections (1) and (2) do not apply in respect of the following:
- (a) Division 1 [*General obligations towards all derivatives parties*] of Part 3 [*Dealing with or advising derivatives parties*];
 - (b) sections 24 [*Interaction with other Instruments*] and 25 [*Segregating derivatives party assets*];
 - (c) subsection 28(1) [*Content and delivery of transaction information*];
 - (d) Part 5 [*Compliance and recordkeeping*].

PART 3

DEALING WITH OR ADVISING DERIVATIVES PARTIES

DIVISION 1 – GENERAL OBLIGATIONS TOWARDS ALL DERIVATIVES PARTIES

Fair dealing

9. (1) A derivatives firm must act fairly, honestly and in good faith with a derivatives party.

- (2) An individual acting on behalf of a derivatives firm must act fairly, honestly and in good faith with a derivatives party.

Conflicts of interest

- 10. (1) A derivatives firm must establish, maintain and apply reasonable policies and procedures to identify all material conflicts of interest, and material conflicts of interest that the derivatives firm in its reasonable opinion would expect to arise, between the derivatives firm, including each individual acting on behalf of the derivatives firm, and a derivatives party.
- (2) A derivatives firm must respond to a conflict of interest identified under subsection (1).
- (3) If a reasonable derivatives party would expect to be informed of a conflict of interest identified under subsection (1), the derivatives firm must disclose, in a timely manner, the nature and extent of the conflict of interest to the derivatives party whose interest conflicts with the interest identified.

Know your derivatives party

- 11. (1) For the purpose of paragraph (2)(c) in Ontario, “insider” has the same meaning as in the *Securities Act* except that “reporting issuer”, as it appears in the definition of “insider”, is to be read as “reporting issuer or any other issuer whose securities are publicly traded”.
- (2) A derivatives firm must establish, maintain and apply reasonable policies and procedures to ensure that the derivatives firm
 - (a) obtains the facts necessary to comply with applicable legislation relating to the verification of a derivatives party’s identity,
 - (b) establishes the identity of a derivatives party and, if the derivatives firm has cause for concern, makes reasonable inquiries as to the reputation of the derivatives party,
 - (c) if transacting with, for or on behalf of, or advising a derivatives party in respect of a derivative that has one or more securities as an underlying interest, establishes whether either of the following applies:
 - (i) the derivatives party is an insider of a reporting issuer or any other issuer whose securities are publicly traded;
 - (ii) the derivatives party would reasonably be expected to have access to material non-public information relating to any interest underlying the derivative;
 - (d) establishes the creditworthiness of a derivatives party if the derivatives firm, as a result of its relationship with the derivatives party, will have any credit risk in relation to that derivatives party.

- (3) For the purpose of establishing the identity of a derivatives party that is a corporation, partnership or trust, a derivatives firm must establish the following:
- (a) the nature of the derivatives party's business;
 - (b) the identity of any individual if either of the following applies:
 - (i) in the case of a corporation, is a beneficial owner of, or exercises direct or indirect control or direction over, more than 25% of the voting rights attached to the outstanding voting securities of the corporation;
 - (ii) in the case of a partnership or trust, exercises control over the affairs of the partnership or trust.
- (4) A derivatives firm must take reasonable steps to keep current the information required under this section.
- (5) This section does not apply if the derivatives party is a registered firm or a Canadian financial institution.

Handling complaints

12. (1) In Québec, a derivatives firm is deemed to comply with this section if it complies with sections 74 to 76 of the *Derivatives Act* (Québec).
- (2) A derivatives firm must document and, in a manner that a reasonable person would consider fair and effective, promptly respond to each complaint made to the derivatives firm about any product or service offered by the derivatives firm or an individual acting on behalf of the derivatives firm.

Tied selling

13. A derivatives firm, or an individual acting on behalf of the derivatives firm, must not impose undue pressure on or coerce a person or company to obtain a derivatives-related product or service from a particular person or company, including, for greater certainty, the derivatives firm and any of its affiliated entities, as a condition of obtaining another product or service from the derivatives firm.

DIVISION 2 – ADDITIONAL OBLIGATIONS WHEN DEALING WITH OR ADVISING CERTAIN DERIVATIVES PARTIES

Derivatives-party-specific needs and objectives

14. (1) A derivatives firm must take reasonable steps to ensure that, before it makes a recommendation to or accepts an instruction from a derivatives party to transact in a derivative, or transacts in a derivative for a derivatives party's managed account, it has sufficient information regarding all of the following to enable it to comply with section 15 [*Suitability*]:

- (a) the derivatives party's needs and objectives with respect to its transacting in derivatives;
 - (b) the derivatives party's financial circumstances;
 - (c) the derivatives party's risk tolerance;
 - (d) if applicable, the nature of the derivatives party's business and the operational risks it wants to manage.
- (2) A derivatives firm must take reasonable steps to keep current the information required under this section.

Suitability

15. (1) A derivatives firm, or an individual acting on behalf of a derivatives firm, must take reasonable steps to ensure, before it makes a recommendation to or accepts an instruction from a derivatives party to transact in a derivative, or transacts in a derivative for a derivatives party's managed account, that the derivative and the transaction are suitable for the derivatives party.
- (2) If a derivatives party instructs a derivatives firm, or an individual acting on behalf of a derivatives firm, to transact in a derivative and, in the derivatives firm's reasonable opinion, following the instruction would result in a transaction or derivative that is not suitable for the derivatives party, the derivatives firm must inform the derivatives party in writing of the derivatives firm's opinion and must not transact in the derivative unless the derivatives party, after being informed, instructs the derivatives firm to proceed with the transaction.

Permitted referral arrangements

16. A derivatives firm, or an individual acting on behalf of a derivatives firm, must not participate in a referral arrangement in respect of a derivative with another person or company unless all of the following apply:
- (a) before a derivatives party is referred by or to the derivatives firm, the terms of the referral arrangement are set out in a written agreement between the derivatives firm and the person or company;
 - (b) the derivatives firm records all referral fees;
 - (c) the derivatives firm, or the individual acting on behalf of the derivatives firm, ensures that the information prescribed by subsection 18(1) [*Disclosing referral arrangements to a derivatives party*] is provided to the derivatives party in writing before the derivatives firm or the individual receiving the referral either opens an account for the derivatives party or provides services to the derivatives party.

Verifying the qualifications of the person or company receiving the referral

17. A derivatives firm, or an individual acting on behalf of a derivatives firm, must not refer a derivatives party to another person or company unless the

derivatives firm first takes reasonable steps to verify and conclude that the person or company has the appropriate qualifications to provide the services, and, if applicable, is registered to provide those services.

Disclosing referral arrangements to a derivatives party

18. (1) The written disclosure of the referral arrangement required by paragraph 16(c) [*Permitted referral arrangements*] must include all of the following:

- (a) the name of each party to the referral arrangement referred to in paragraph 16(a) [*Permitted referral arrangements*];
- (b) the purpose and material terms of the referral arrangement, including the nature of the services to be provided by each party;
- (c) any conflicts of interest resulting from the relationship between the parties to the referral arrangement and from any other element of the referral arrangement;
- (d) the method of calculating the referral fee and, to the extent possible, the amount of the fee;
- (e) the category of registration of, or exemption from registration relied upon by, each derivatives firm and individual acting on behalf of the derivatives firm that is a party to the referral arrangement with a description of the activities that the derivatives firm and individual is authorized to engage in under that category or exemption and, giving consideration to the nature of the referral, the activities that the derivatives firm or individual is not permitted to engage in;
- (f) any other information that a reasonable derivatives party would consider important in evaluating the referral arrangement.

(2) If there is a change to the information set out in subsection (1), the derivatives firm must ensure that written disclosure of that change is provided to each derivatives party affected by the change as soon as possible and no later than the 30th day before the date on which a referral fee is next paid or received.

**PART 4
DERIVATIVES PARTY ACCOUNTS**

DIVISION 1 – DISCLOSURE TO DERIVATIVES PARTIES

Relationship disclosure information

19. (1) Before transacting with, for or on behalf of, or advising, a derivatives party for the first time, a derivatives firm must deliver to the derivatives party all information that a reasonable person would consider important about the derivatives party's relationship with the derivatives firm, and each individual acting on behalf of the derivatives firm, that is providing derivatives-related services to the derivatives party.

- (2) Without limiting subsection (1), the information delivered to a derivatives party under that subsection must include all of the following:
- (a) a description of the nature or type of the derivatives party's account;
 - (b) a description of the conflicts of interest that the derivatives firm is required to disclose to a derivatives party under securities legislation;
 - (c) disclosure of the fees or other charges the derivatives party might be required to pay related to the derivatives party's account;
 - (d) a general description of the types of transaction fees or other charges the derivatives party might be required to pay in relation to derivatives;
 - (e) a general description of any compensation paid to the derivatives firm by any other party in relation to the different types of derivatives that a derivatives party may transact in through the derivatives firm;
 - (f) a description of the content and frequency of reporting for each account or portfolio of a derivatives party;
 - (g) disclosure of the derivatives firm's obligations if a derivatives party has a complaint contemplated under section 12 [*Handling complaints*];
 - (h) a statement that the derivatives firm has an obligation to assess whether a derivative is suitable for a derivatives party prior to executing a transaction or at any other time or a statement identifying the exemption the derivatives firm is relying on in respect of this obligation;
 - (i) the information a derivatives firm must collect about the derivatives party under sections 11 [*Know your derivatives party*] and 14 [*Derivatives-party-specific needs and objectives*];
 - (j) a general explanation of how performance benchmarks might be used to assess the performance of a derivatives party's derivatives and any options for benchmark information that might be available to the derivatives party from the derivatives firm;
 - (k) in the case of a derivatives firm that holds or has access to derivatives party assets, a general description of the manner in which the assets are held, used or are invested by the derivatives firm and a description of the risks and benefits to the counterparty arising from the derivatives firm holding or having access to use or invest the derivatives party assets in that manner.
- (3) A derivatives firm must deliver the information required under subsection (1) to the derivatives party in writing before the derivatives firm does either of the following:
- (a) first transacts in a derivative with, for or on behalf of the derivatives party;

- (b) first advises the derivatives party in respect of a derivative.
- (4) If there is a significant change in respect of the information delivered to a derivatives party under subsection (1) or (2), the derivatives firm must take reasonable steps to notify the derivatives party of the change in a timely manner and, if possible, before the derivatives firm next does either of the following:
 - (a) transacts in a derivative with, for or on behalf of the derivatives party;
 - (b) advises the derivatives party in respect of a derivative.
- (5) A derivatives firm must not impose any new fee or other charge in respect of an account of a derivatives party, or increase the amount of any fee or other charge in respect of an account of a derivatives party, unless written notice of the new or increased fee or charge is provided to the derivatives party at least 60 days before the date on which the imposition or increase becomes effective.
- (6) Subsections (1) to (4) do not apply to a derivatives dealer in respect of a derivatives party for whom the derivatives dealer transacts in a derivative only as directed by a derivatives adviser acting for the derivatives party.
- (7) A derivatives dealer referred to in subsection (6) must deliver the information referred to in paragraphs (2)(a) to (g) to the derivatives party in writing before the derivatives dealer first transacts in a derivative for the derivatives party.

Pre-transaction disclosure

20. (1) Before transacting in a type of derivative with, for or on behalf of a derivatives party for the first time, a derivatives dealer must deliver each of the following to the derivatives party.
- (a) a general description of the type of derivatives and services related to derivatives that the derivatives firm offers;
 - (b) a document designed to reasonably enable the derivatives party to assess each of the following:
 - (i) the types of risks that a derivatives party should consider when making a decision relating to types of derivatives that the derivatives dealer offers, including, for greater certainty, the material risks relating to the type of derivatives transacted and the derivatives party's potential exposure under the type of derivatives;
 - (ii) the material characteristics of the type of derivative, including, for greater certainty, the material economic terms and the rights and obligations of the counterparties to the type of derivative;
 - (c) the following statement, or a statement in writing that is substantially similar:

“A characteristic of many derivatives is that you are only required to deposit funds that correspond to a portion of your total potential obligations when entering into the derivative. However, your profits or losses from the derivative are based on changes in the total value of the derivative. This means the leverage characteristic magnifies the profit or loss under a derivative, and losses can greatly exceed the amount of funds deposited. We may require you to deposit additional funds to cover your obligations under a derivative as the value of the derivative changes. If you fail to deposit these funds, we may close out your position without warning. You should understand all of your obligations under a derivative, including your obligations if the value of the derivative declines.

Using borrowed money to finance a derivatives transaction involves greater risk than using cash resources only. If you borrow money, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the derivative declines.”

- (2) Before transacting in a derivative with, for or on behalf of a derivatives party, a derivatives dealer must advise the derivatives party of all of the following:
- (a) any material risks or material characteristics that are materially different from the risks or characteristics described in the disclosure required under subsection (1);
 - (b) if applicable, the price of the derivative to be transacted and the most recent valuation;
 - (c) any compensation or other incentive payable by the derivatives party relating to the derivative or the transaction.

Valuation reporting

21. (1) On each business day, a derivatives dealer must make available to a derivatives party a valuation for each derivative that it has transacted with, for or on behalf of the derivatives party and with respect to which obligations remain outstanding on that day.
- (2) At least once every 3 months, a derivatives adviser must make available to a derivatives party a valuation statement for each derivative that it has transacted for or on behalf of the derivatives party, unless the derivatives party requests the valuation statement be made available monthly, in which case the adviser must make available a statement to the derivatives party for each one-month period.

Notice to derivatives parties by non-resident derivatives dealers

22. A derivatives dealer whose head office or principal place of business is not in Canada must not transact in a derivative with a derivatives party in the local jurisdiction unless it has delivered to the derivatives party a statement in writing disclosing all of the following:

- (a) the foreign jurisdiction in which the head office or the principal place of business of the derivatives dealer is located;
- (b) that all or substantially all of the assets of the derivatives dealer may be situated outside the local jurisdiction;
- (c) that there may be difficulty enforcing legal rights against the derivatives dealer because of the above;
- (d) the name and address of the agent for service of process of the derivatives dealer in the local jurisdiction.

DIVISION 2 – DERIVATIVES PARTY ASSETS

Definition – initial margin

23. In this Division, “initial margin” means any derivatives party assets delivered by a derivatives party to a derivatives firm as collateral to cover potential changes in the value of a derivative over an appropriate close-out period in the event of a default.

Application and interaction with other instruments

24. A derivatives firm is exempt from the provisions in this Division if any of the following apply:
- (a) the derivatives firm is subject to and complies with or is exempt from sections 3 to 8 of National Instrument 94-102 *Derivatives: Customer Clearing and Protection of Customer Collateral and Positions* in respect of derivatives party assets;
 - (b) the derivatives firm is subject to and complies with Guideline E-22 *Margin Requirements for Non-Centrally Cleared Derivatives* issued by the federal Office of the Superintendent of Financial Institutions;
 - (c) the derivatives firm is subject to and complies with the *Guideline on margins for over-the-counter derivatives not cleared by a central counterparty* issued by the Autorité des marchés financiers in respect of derivatives party assets;
 - (d) the derivatives firm is subject to and complies with National Instrument 81-102 *Investment Funds* in respect of derivatives party assets.

Segregating derivatives party assets

25. A derivatives firm must segregate derivatives party assets and derivatives positions from the property and derivatives positions of the derivatives firm and other persons or companies.

Holding initial margin

26. A derivatives firm must hold initial margin in an account at a permitted depository.

Investment or use of initial margin

27. (1) A derivatives firm must not use or invest initial margin without receiving written consent from the derivatives party.
- (2) A derivatives firm must not use or invest the initial margin of a derivatives party unless the derivatives firm has entered into a written agreement with the derivatives party under which the derivatives firm assumes all losses resulting from the investment or use of initial margin by the derivatives firm.

DIVISION 3 – REPORTING TO DERIVATIVES PARTIES

Content and delivery of transaction information

28. (1) A derivatives dealer that transacts with, for or on behalf of a derivatives party must promptly deliver a written confirmation of the transaction to the following, as applicable:
- (a) the derivatives party;
 - (b) if the derivatives party has consented in writing, a derivatives adviser acting for the derivatives party.
- (2) If a derivatives dealer has transacted with, for or on behalf of a non-eligible derivatives party, the written confirmation required under subsection (1) must include all of the following, as applicable:
- (a) a description of the derivative;
 - (b) a description of the agreement that governs the transaction;
 - (c) the notional amount, quantity or volume of the underlying asset of the derivative;
 - (d) the number of units of the derivative;
 - (e) the total price paid for the derivative and the per unit price of the derivative;
 - (f) the commission, sales charge, service charge and any other amount charged in respect of the transaction;
 - (g) whether the derivatives dealer acted as principal or agent in relation to the derivative;
 - (h) the date and the name of the trading facility on which the transaction took place;
 - (i) the name of each individual acting on behalf of the derivatives firm that provided advice relating to the derivative or the transaction;
 - (j) the date of the transaction;

- (k) the name of the qualifying clearing agency where the derivative was cleared.

Derivatives party statements

29. (1) A derivatives firm must deliver a statement referred to in subsection (2) to a derivatives party, at the end of each quarterly period, if either of the following applies:

- (a) within the quarterly period the derivatives firm transacted a derivative with, for or on behalf of the derivatives party;
- (b) the derivatives party has an outstanding derivatives position resulting from a transaction where the derivatives firm acted as a derivatives dealer.

(2) A derivatives firm that delivers a statement referred to in subsection (1) must include in the statement all of the following information for each transaction made with, for or on behalf of the derivatives party by the derivatives firm during the period covered by the statement, if applicable:

- (a) the date of the transaction;
- (b) a description of the transaction, including, for greater certainty, the notional amount, the number of units, the price per unit and the total price of the derivative transacted;
- (c) information sufficient to identify the agreement that governs the transaction.

(3) A derivatives firm that delivers a statement referred to in subsection (1) must include in the statement all of the following information, as applicable, as at the date of the statement:

- (a) a description of each outstanding derivative to which the derivatives party is a party;
- (b) the valuation, as at the statement date, of each outstanding derivative referred to in paragraph (a);
- (c) the final valuation, as at the expiry or termination date, of each derivative that expired or terminated during the period covered by the statement;
- (d) a description of all derivatives party assets held or received by the derivatives firm as collateral;
- (e) the amount of any cash balance in the derivatives party's account;
- (f) a description of assets of a derivatives party, other than assets referred to in paragraph (d), held or received by the derivatives firm;
- (g) the total market value of any outstanding derivatives and derivatives party assets referred to in paragraph (f) in the derivatives party's account.

**PART 5
COMPLIANCE AND RECORDKEEPING**

DIVISION 1 – COMPLIANCE

Definitions

30. In this Division,

“chief compliance officer” means the officer or partner of a derivatives firm who is responsible for establishing, maintaining and applying written policies and procedures to monitor and assess compliance, of the derivatives firm and individuals acting on its behalf, with securities legislation relating to derivatives;

“derivatives business unit” means, in respect of a derivatives firm, a division or other organizational unit the employees of which transact in, or provide advice in relation to, a type of derivative, or a class of derivatives, on behalf of the derivatives firm;

“senior derivatives manager” means an individual designated by the derivatives dealer under subsection 32(1).

Policies and procedures

31. A derivatives firm must establish, maintain and apply policies and procedures that establish a system of controls and supervision sufficient to provide reasonable assurance that all of the following are satisfied:

- (a) the derivatives firm and each individual acting on its behalf in relation to transacting in, or providing advice in relation to, a derivative, comply with securities legislation relating to trading and advising in derivatives;
- (b) the risks relating to its derivatives activities within the derivatives business unit are managed in accordance with the derivatives firm’s risk management policies and procedures;
- (c) each individual who performs an activity on behalf of the derivatives firm relating to transacting in, or providing advice in relation to, a derivative, before commencing the activity and on an ongoing basis,
 - (i) has the experience, education and training that a reasonable person would consider necessary to perform the activity competently,
 - (ii) without limiting subparagraph (i), understands the structure, features and risks of each derivative that the individual transacts in or advises in relation to, and
 - (iii) acts with integrity.

Designation and responsibilities of a senior derivatives manager

32. (1) A derivatives dealer must do the following:

- (a) designate an individual as a senior derivatives manager for each derivatives business unit;
- (b) identify to the regulator or, in Québec, the securities regulatory authority, upon request, each individual designated as the senior derivatives manager in respect of each derivatives business unit.

(2) A senior derivatives manager must do the following:

- (a) supervise the derivatives-related activities conducted in the derivatives business unit directed towards ensuring compliance by the derivatives business unit, and each individual employed in the derivatives business unit, with this Instrument, applicable securities legislation, including for greater certainty, ensuring the policies and procedures required under section 31 [*Policies and procedures*] are applied;
- (b) respond by addressing, in a timely manner, any material non-compliance by an individual employed in the derivatives business unit with this Instrument, applicable securities legislation, or the policies and procedures required under section 31 [*Policies and procedures*], including reporting to the chief compliance officer.

(3) At least once every calendar year, the senior derivatives manager in respect of each derivatives business unit must,

- (a) prepare a report containing the following, as applicable:
 - (i) a description of
 - (A) each incident of material non-compliance with this Instrument, securities legislation relating to trading in derivatives or the policies and procedures required under section 31 [*Policies and procedures*] by the derivatives business unit or an individual in the derivatives business unit, and
 - (B) the steps taken to respond to each incidence of material non-compliance;
 - (ii) a statement to the effect that the derivatives business unit is in material compliance with this Instrument, securities legislation relating to trading and advising in derivatives and the policies and procedures required under section 31 [*Policies and procedures*]; and
- (b) submit the report referred to in paragraph (a) to the board of directors of the derivatives firm.

(4) The obligation of the senior derivatives manager under paragraph (3)(b) may be fulfilled by the derivatives firm's chief compliance officer.

Responsibility of a derivatives dealer to report to the regulator or the securities regulatory authority

33. A derivatives dealer must report to the regulator or, in Québec, the securities regulatory authority, in a timely manner any circumstance in which a derivatives dealer is not or was not in compliance with the requirements of this Instrument or other securities legislation relating to trading in derivatives if any of the following applies:
- (a) the non-compliance creates or created, in the opinion of a reasonable person, a risk of material harm to a derivatives party;
 - (b) the non-compliance creates or created, in the opinion of a reasonable person, a risk of material harm to capital markets;
 - (c) the non-compliance is part of a pattern of material non-compliance.

DIVISION 2 – RECORDKEEPING

Derivatives party agreement

34. (1) A derivatives firm must, before transacting in a derivative with, for or on behalf of a derivatives party, enter into an agreement referred to in subsection (2) with the derivatives party.
- (2) For the purposes of (1), the agreement must establish all of the material terms governing the relationship between the derivatives firm and the derivatives party including the rights and obligations of the derivatives firm and the derivatives party.

Records

35. A derivatives firm must keep records of its derivatives transactions and advising activities, including all of the following, as applicable:
- (a) records containing a general description of its derivatives business and activities conducted with, for or on behalf of, derivatives parties, and compliance with applicable provisions of securities legislation, including,
 - (i) records of derivatives party assets, and
 - (ii) records documenting the derivatives firm's compliance with internal policies and procedures;
 - (b) for each derivative, records demonstrating the existence and nature of the derivative, including,
 - (i) records of communications with the derivatives party relating to transacting in the derivative,
 - (ii) documents provided to the derivatives party to confirm the derivative, the terms of the derivative and each transaction relating to the derivative,

- (iii) correspondence relating to the derivative and each transaction relating to the derivative,
- (iv) records made by staff relating to the derivative and each transaction relating to the derivative, including notes, memos and journals,
- (v) records relating to pre-execution activity for each transaction including all communications relating to quotes, solicitations, instructions, transactions and prices, however they may be communicated,
- (vi) reliable timing data for the execution of each transaction relating to the derivative,
- (vii) records relating to the execution of the transaction, including
 - (A) information obtained to determine whether the counterparty qualifies as an eligible derivatives party,
 - (B) fees or commissions charged,
 - (C) information used in calculating the derivative's valuation; and
 - (D) any other information relevant to the transaction;
- (viii) an itemized record of post-transaction processing and events, including a record in relation to the calculation of margin and exchange of collateral; and
- (ix) the price and valuation of the derivative.

Form, accessibility and retention of records

- 36. (1)** The records required to be maintained in this Instrument must be kept in a safe location, readily accessible and in a durable form for a period of,
- (a) except in Manitoba, 7 years from the date the record is created, and
 - (b) in Manitoba, 8 years from the date the record is created.
- (2)** A record required to be provided to the regulator or, in Québec, the securities regulatory authority, must be provided in a format that is capable of being read by the regulator or, in Québec, the securities regulatory authority.

**PART 6
EXEMPTIONS**

DIVISION 1 – EXEMPTION FROM THIS INSTRUMENT

Exemption for foreign liquidity providers – transactions with derivatives dealers

- 37.** A person or company is exempt from the provisions of this Instrument in respect of a transaction if all of the following apply:

- (a) the transaction is made with either an investment dealer registered in accordance with National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* or a derivatives dealer, that, in each case, is transacting as principal for its own account;
- (b) the person or company is registered, licensed or authorized, or otherwise operates under an exemption or exclusion from a requirement to be registered, licensed or authorized under the securities, commodity futures or derivatives legislation of a foreign jurisdiction in which its head office or principal place of business is located to carry on the activities in that jurisdiction that registration as a derivatives dealer would permit it to carry on in the local jurisdiction;
- (c) the person or company is not any of the following:
 - (i) a derivatives dealer whose head office or principal place of business is in Canada;
 - (ii) a derivatives dealer that is a Canadian financial institution.

Exemption for certain derivatives end-users

38. (1) A person or company is exempt from this Instrument if all of the following apply:

- (a) the person or company does not solicit or otherwise transact a derivative with, for or on behalf of, a non-eligible derivatives party;
- (b) the person or company does not, in respect of any derivative or transaction, advise a non-eligible derivatives party, other than general advice that is provided in accordance with the conditions of section 45 [*Advising generally*];
- (c) the person or company does not regularly make or offer to make a market in a derivative with a derivatives party;
- (d) the person or company does not regularly facilitate or otherwise intermediate transactions for another person or company;
- (e) the person or company does not facilitate the clearing of a derivative through the facilities of a qualifying clearing agency for another person or company.

(2) The exemption in subsection (1) is not available to a person or company if either of the following applies:

- (a) the person or company is a registered derivatives firm or a registered securities firm in any jurisdiction of Canada or is registered under the commodity futures legislation of Manitoba or Ontario;
- (b) the person or company is registered under the securities, commodity futures or derivatives legislation of a foreign jurisdiction in which its head

office or principal place of business is located in a category of registration to carry on the activities in that jurisdiction that registration as a derivatives dealer or derivatives adviser would permit it to carry on in the local jurisdiction.

Exemption for foreign derivatives dealers

39. (1) A derivatives dealer whose head office or principal place of business is in a foreign jurisdiction specified in Appendix A is exempt from the provisions in this Instrument if all of the following apply:

- (a) the derivatives dealer transacts only with, for or on behalf of, a person or company in the local jurisdiction that is an eligible derivatives party;
- (b) the derivatives dealer is registered, licensed or authorized under the securities, commodity futures or derivatives legislation of a foreign jurisdiction specified in Appendix A to conduct the derivatives activities in the foreign jurisdiction that it proposes to conduct with the derivatives party;
- (c) the derivatives dealer is subject to and complies with the securities, commodity futures or derivatives legislation of the foreign jurisdictions specified in Appendix A relating to the activities being conducted by the derivatives dealer with a derivatives party whose head office or principal place of business is in Canada;
- (d) the derivatives dealer provides the regulator or, in Québec, the securities regulatory authority, with prompt access to its books and records upon request with respect to any matter relating to the activities being conducted with a derivatives party whose head office or principal place of business is located in Canada.

(2) The exemption in subsection (1) is not available unless all of the following apply:

- (a) the derivatives dealer engages in the business of a derivatives dealer in the foreign jurisdiction in which its head office or principal place of business is located;
- (b) the derivatives dealer has delivered to the derivatives party a statement in writing disclosing all of the following:
 - (i) the foreign jurisdiction in which the derivatives dealer's head office or principal place of business is located;
 - (ii) that all or substantially all of the assets of the derivatives dealer may be situated outside of the local jurisdiction;
 - (iii) that there may be difficulty enforcing legal rights against the derivatives dealer because of the above;

- (iv) the name and address of the agent for service of process of the derivatives dealer in the local jurisdiction;
- (c) the derivatives dealer has submitted to the regulator or, in Québec, the securities regulatory authority, a completed Form 93-101F1 *Submission to Jurisdiction and Appointment of Agent for Service of Process*.
- (3) Paragraphs (1) (a) to (d) do not apply if the derivatives party is an affiliated entity of the derivatives dealer unless the affiliated entity is an investment fund.
- (4) Paragraph (2)(b) does not apply if the derivatives party is an affiliated entity of the derivatives dealer unless the affiliated entity is an investment fund.

DIVISION 2 – EXEMPTIONS FROM SPECIFIC PROVISIONS IN THIS INSTRUMENT

Definition – local counterparty

40. In this Division, “local counterparty” means a counterparty to a derivative in any jurisdiction of Canada if either of the following applies:
- (a) the counterparty is a person or company, other than an individual, to which one or more of the following apply:
 - (i) the person or company is organized under the laws of the local jurisdiction;
 - (ii) the head office of the person or company is in the local jurisdiction;
 - (iii) the principal place of business of the person or company is in the local jurisdiction;
 - (b) the counterparty is an affiliated entity of a person or company referred to in paragraph (a) and the person or company is liable for all or substantially all of the liabilities of the counterparty.

Investment dealers

41. A derivatives dealer that is an investment dealer member of CISO is exempt from the provisions of this Instrument set out in Appendix B if both of the following apply:
- (a) the derivatives dealer is subject to and complies with the corresponding conduct and other applicable rules of CISO in connection with a transaction or other related activity;
 - (b) the derivatives dealer promptly notifies the regulator or, in Québec, the securities regulatory authority, of each instance of material non-compliance with a provision of this Instrument that is set out in Appendix B.

Canadian financial institutions

42. A derivatives dealer that is a Canadian financial institution is exempt from the provisions of this Instrument set out in Appendix C if both of the following apply:
- (a) the derivatives dealer is subject to and complies with the corresponding conduct and other regulatory provisions of its prudential regulator in connection with a transaction or other related activity;
 - (b) the derivatives dealer promptly notifies the regulator or, in Québec, the securities regulatory authority, of each instance of material non-compliance with a provision of this Instrument that is set out in Appendix C.

Derivatives transacted on a derivatives trading facility where the identity of the derivatives party is unknown

43. A derivatives dealer is exempt from the provisions in this Instrument, except for section 9 [*Fair dealing*], section 12 [*Handling complaints*], and Part 5 [*Compliance and recordkeeping*], in respect of a transaction to which both of the following apply:
- (a) the execution of the transaction is on and subject to the rules of a derivatives trading facility;
 - (b) the derivatives dealer does not know the identity of the derivatives party prior to and at the time of execution of the transaction.

Exemptions from certain requirements in this Instrument for certain notional amounts of certain commodity derivatives and other derivatives activity

44. (1) A derivatives dealer is exempt from this Instrument, other than section 9 [*Fair dealing*], section 10 [*Conflicts of Interest*] and section 28 [*Content and delivery of transaction information*], if all of the following apply:
- (a) the derivatives dealer does not solicit or otherwise transact a derivative with, for or on behalf of, a non-eligible derivatives party;
 - (b) the derivatives dealer does not, in respect of derivatives or transactions, advise a non-eligible derivatives party, other than in accordance with section 45 [*Advising generally*];
 - (c) either of the following applies:
 - (i) the derivatives dealer has its head office or principal place of business in a jurisdiction of Canada and the derivatives dealer, together with each affiliated entity of the derivatives dealer that is a local counterparty, excluding investment funds, and excluding derivatives between all affiliated entities, has not had, in any of the previous 24 calendar months, an aggregate month-end gross notional amount under outstanding derivatives, exceeding \$250 000 000;

- (ii) the derivatives dealer has its head office and principal place of business in a foreign jurisdiction and the derivatives dealer, together with each affiliated entity of the derivatives dealer that is a local counterparty, excluding investment funds, and excluding derivatives between all affiliated entities, has not had, in any of the previous 24 calendar months, an aggregate month-end gross notional amount under outstanding derivatives with one or more counterparties that have a head office or principal place of business in Canada, exceeding \$250 000 000.
- (2) Subject to subsection (3), a derivatives dealer is exempt from the provisions of this Instrument, other than section 9 [*Fair dealing*], section 10 [*Conflicts of Interest*] and section 28 [*Content and delivery of transaction information*], if all of the following apply:
 - (a) the derivatives dealer does not solicit or otherwise transact a derivative with, for or on behalf of, a non-eligible derivatives party;
 - (b) the derivatives dealer does not, in respect of derivatives or transactions, advise a non-eligible derivatives party, other than in accordance with section 45 [*Advising generally*];
 - (c) the derivatives dealer, and each affiliated entity of the derivatives dealer that is also a derivatives dealer, is a derivative dealer solely as a result of transactions in respect of commodity derivatives;
 - (d) either of the following applies:
 - (i) the derivatives dealer has its head office or principal place of business in a jurisdiction of Canada and the derivatives dealer, together with each affiliated entity of the derivatives dealer that is a local counterparty, excluding investment funds, and excluding derivatives between all affiliated entities, has not had, in any of the previous 24 calendar months, an aggregate month-end gross notional amount under outstanding commodity derivatives, exceeding \$10 000 000 000;
 - (ii) the derivatives dealer has its head office and principal place of business in a foreign jurisdiction and the derivatives dealer, together with each affiliated entity of the derivatives dealer that is a local counterparty, excluding investment funds, and excluding derivatives between all affiliated entities, has not had, in any of the previous 24 calendar months, an aggregate month-end gross notional amount under outstanding commodity derivatives with one or more counterparties that have a head office or principal place of business in Canada, exceeding \$10 000 000 000.
- (3) Subsection (2) does not apply in respect of a commodity derivative for which the underlying interest is a cryptoasset.

DIVISION 3 – EXEMPTIONS FOR DERIVATIVES ADVISERS

Advising generally

- 45. (1)** For the purpose of subsection (3), “financial or other interest” in relation to a derivative or a transaction includes the following:
- (a) ownership of, beneficial or otherwise, an underlying interest or underlying interests of the derivative;
 - (b) ownership of, beneficial or otherwise, or another interest in, a derivative that has the same underlying interest as the derivative;
 - (c) a commission or other compensation received or expected to be received from any person or company in relation to a transaction, an underlying interest in the derivative or a derivative that has the same underlying interest as the derivative;
 - (d) a financial arrangement in relation to the derivative, an underlying interest in the derivative or a derivative that has the same underlying interest as the derivative;
 - (e) any other interest that relates to the transaction.
- (2)** A person or company that acts as a derivatives adviser is exempt from the provisions of this Instrument applicable to a derivatives adviser if the advice that the person or company provides does not purport to be tailored to the needs of the person or company receiving the advice.
- (3)** If the person or company referred to in subsection (2) recommends a transaction involving a derivative, a class of derivatives or the underlying interest of a derivative or class of derivatives in which any of the following has a financial or other interest, the person or company must disclose the interest, including a description of the nature of the interest, concurrently with providing the advice:
- (a) the person or company;
 - (b) any partner, director or officer of the person or company;
 - (c) if the person is an individual, the spouse or child of the individual;
 - (d) any other person or company that would be an insider of the first mentioned person or company if the first mentioned person or company were a reporting issuer.

Foreign derivatives advisers

- 46. (1)** A derivatives adviser whose head office or principal place of business is in a foreign jurisdiction specified in Appendix D is exempt from the provisions of this Instrument in respect of advice provided to a derivatives party if all of the following apply:

- (a) the derivatives party to whom the advice is being provided is an eligible derivatives party;
 - (b) the derivatives adviser is registered, licensed or authorized, or otherwise operates under an exemption from registration, under the securities, commodity futures or derivatives legislation of a foreign jurisdiction specified in Appendix D to conduct the derivatives activities in the foreign jurisdiction that it proposes to conduct with the derivatives party;
 - (c) the derivatives adviser is subject to and complies with the securities, commodity futures or derivatives legislation of the foreign jurisdictions specified in Appendix D relating to the activities being conducted by the derivatives adviser with a derivatives party whose head office or principal place of business is in Canada;
 - (d) the derivatives adviser provides the regulator or, in Québec, the securities regulatory authority, with prompt access to its books and records upon request with respect to any matter relating to the activities being conducted with a derivatives party whose head office or principal place of business is in Canada.
- (2) The exemption under subsection (1) is not available unless all of the following apply:
- (a) the derivatives adviser engages in the business of a derivatives adviser in the foreign jurisdiction in which its head office or principal place of business is located;
 - (b) the derivatives adviser has delivered to the derivatives party a statement in writing disclosing the following:
 - (i) the foreign jurisdiction in which the derivatives adviser's head office or principal place of business is located;
 - (ii) that all or substantially all of the assets of the derivatives adviser may be situated outside of the local jurisdiction;
 - (iii) that there may be difficulty enforcing legal rights against the derivatives adviser because of the above;
 - (iv) the name and address of the agent for service of process of the derivatives adviser in the local jurisdiction.
 - (c) the derivatives adviser has submitted to the regulator or, in Québec, the securities regulatory authority, a completed Form 93-101F1 *Submission to Jurisdiction and Appointment of Agent for Service of Process*;
- (3) A derivatives adviser that relied on the exemption under subsection (1) during the 12-month period preceding December 1 of a year must notify the regulator or, in Québec, the securities regulatory authority, of that fact by December 1 of that year.

- (4) In Ontario, subsection (3) does not apply to a derivatives adviser that complies with the filing and fee payment provisions applicable to an unregistered exempt international firm under Ontario Securities Commission Rule 13-502 *Fees*.
- (5) A person or company is exempt from subsections (2) and (3) if the person or company is registered as a derivatives adviser in the local jurisdiction.
- (6) Paragraphs (1) (a) to (d) do not apply if the derivatives party is an affiliated entity of the derivatives adviser unless the affiliated entity is an investment fund.
- (7) Paragraph (2)(b) does not apply if the derivatives party is an affiliated entity of the derivatives adviser unless the affiliated entity is an investment fund.

Foreign derivatives sub-advisers

47. (1) A derivatives sub-adviser whose head office or principal place of business is in a foreign jurisdiction specified in Appendix E is exempt from the provisions of this Instrument if all of the following apply:
- (a) the obligations and duties of the sub-adviser are set out in a written agreement with the derivatives adviser or derivatives dealer;
 - (b) the derivatives adviser or derivatives dealer has entered into a written agreement with its derivatives parties on whose behalf derivatives advice is or portfolio management services are to be provided, agreeing to be responsible for any loss that arises out of the failure of the derivatives sub-adviser to do any of the following:
 - (i) exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the derivatives firm and each derivatives party of the derivatives firm for whose benefit the derivatives advice is, or portfolio management services are, to be provided;
 - (ii) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.
- (2) The exemption under subsection (1) is not available unless all of the following apply:
- (a) the derivatives sub-adviser's head office or principal place of business is in a foreign jurisdiction;
 - (b) the derivatives sub-adviser is registered, licensed or authorized in a category of registration, or operates under an exemption from registration, under the securities, commodity futures or derivatives legislation of the foreign jurisdiction in which its head office or principal place of business is located;

- (c) the legislation of the foreign jurisdiction referred to in paragraph (b) permits the derivatives sub-adviser to carry on the activities in that jurisdiction that registration as a derivatives adviser would permit it to carry on in the local jurisdiction;
- (d) the derivatives sub-adviser engages in the business of a derivatives adviser in the foreign jurisdiction in which its head office or principal place of business is located.

Registered advisers under securities or commodity futures legislation

48. A derivatives adviser that is registered as an adviser under securities legislation or, in Ontario and Manitoba, commodity futures legislation, is exempt from the provisions set out in Appendix F if the derivatives adviser complies with the corresponding business conduct provisions of securities or commodity futures legislation in connection with a transaction or other related derivatives activity with a derivatives party.

PART 7 GRANTING AN EXEMPTION

Granting an exemption

49. (1) The regulator or, in Québec, the securities regulatory authority, may grant an exemption from this Instrument, in whole or in part, subject to such conditions or restrictions as may be imposed in the exemption.
- (2) Despite subsection (1), in Ontario, only the regulator may grant such an exemption.
- (3) Except in Alberta and Ontario, an exemption referred to in subsection (1) is granted under the statute referred to in Appendix B of National Instrument 14-101 *Definitions* opposite the name of the local jurisdiction.

PART 8 TRANSITION AND EFFECTIVE DATE

Transition representations for existing derivatives parties

50. (1) In this section “transition period” means the period commencing on September 28, 2024 and expiring on September 28, 2029.
- (2) During the transition period, for the purposes of this Instrument, an “eligible derivatives party”, as defined in section 1(1) [*Definitions and interpretation*], includes a person or company, that is any of the following:
- (a) a permitted client, as that term is defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;

- (b) in Ontario, an accredited investor, other than an individual, as that term is defined in National Instrument 45-106 *Prospectus Exemptions*;
 - (c) an accredited counterparty, as that term is defined in the *Derivatives Act* (Québec);
 - (d) a qualified party, as that term is defined in any of the following:
 - (i) in Alberta, Blanket Order 91-507 *Over-the-Counter Derivatives*;
 - (ii) in British Columbia, Blanket Order 91-501 *Over-the-Counter Derivatives*;
 - (iii) in Manitoba, Blanket Order 91-501 *Over-the-Counter Trades in Derivatives*;
 - (iv) in New Brunswick, Local Rule 91-501 *Derivatives*;
 - (v) in Nova Scotia, Blanket Order 91-501 *Over-the-Counter Trades in Derivatives*;
 - (vi) in Saskatchewan, General Order 91-908 *Over-the-Counter Derivatives*;
 - (e) an eligible contract participant as that term is defined under Section 1(a)(18) of the United States *Commodity Exchange Act*;
 - (f) a financial counterparty as that term is defined under Article 2(8) of the *European Market Infrastructure Regulation*;
 - (g) a non-financial counterparty as that term is defined under Article 2(9) of, and which exceeds clearing thresholds pursuant to Article 10(4)(b) of, the *European Market Infrastructure Regulation*.
- (3) Despite subsection (2), if either of the following circumstances apply, the definition of “eligible derivatives party”, as set out in subsection 1(1), applies to that circumstance:
- (a) the derivatives firm has obtained a representation from the derivatives party in writing, that the derivatives party is considered to be an eligible derivatives party on the basis of any of paragraphs (2)(a) to (g);
 - (b) the representation referred to in paragraph (a) was made prior to the effective date of this Instrument.

Transition for existing transactions that remain in place in accordance with their original terms

51. Other than section 9 [*Fair dealing*], the provisions of this Instrument do not apply in respect of the transaction if both of the following apply:

- (a) the transaction was entered into before the effective date of this Instrument;
- (b) the derivatives firm has taken reasonable steps to determine that the derivatives party is one or more of the following, as applicable:
 - (i) a permitted client, as that term is defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;
 - (ii) in Ontario, an accredited investor, other than an individual, as that term is defined in National Instrument 45-106 *Prospectus and Registration Exemptions*;
 - (iii) an accredited counterparty, as that term is defined in the *Derivatives Act* (Québec);
 - (iv) a qualified party, as that term is defined in any of the following:
 - (A) in Alberta Blanket Order 91-507 *Over-the-Counter Derivatives*;
 - (B) in British Columbia Blanket Order 91-501 *Over-the-Counter Derivatives*;
 - (C) in Manitoba Blanket Order 91-501 *Over-the-Counter Trades in Derivatives*;
 - (D) in New Brunswick Local Rule 91-501 *Derivatives*;
 - (E) in Nova Scotia Blanket Order 91-501 *Over-the-Counter Trades in Derivatives*;
 - (F) in Saskatchewan General Order 91-908 *Over-the-Counter Derivatives*;
 - (v) an eligible contract participant as that term is defined in Section 1(a)(18) of the United States *Commodity Exchange Act*;
 - (vi) a financial counterparty as that term is defined under Article 2(8) of the *European Market Infrastructure Regulation*;
 - (vii) a non-financial counterparty as that term is defined under Article 2(9) of, and which exceeds clearing thresholds pursuant to Article 10(4)(b) of, the *European Market Infrastructure Regulation*.

Transition for obtaining waivers for certain individuals and eligible commercial hedgers

52. Despite paragraph 8(2)(a)(iii), a derivatives firm has a period of one year following the effective date of this Instrument to obtain the waiver referred to in paragraph 8(2)(a)(iii) of this Instrument.

Effective date

53. (1) This Instrument comes into force on September 28, 2024.

(2) In Saskatchewan, despite subsection (1), if this Instrument is filed with the Registrar of Regulations after September 28, 2024, this Instrument comes into force on the day on which it is filed with the Registrar of Regulations.

APPENDIX A

**TO
MULTILATERAL INSTRUMENT 93-101 *DERIVATIVES: BUSINESS
CONDUCT***

**FOREIGN DERIVATIVES DEALERS
(Section 39)**

LIST OF SPECIFIED FOREIGN JURISDICTIONS

Australia
Brazil
Hong Kong
Iceland
Japan
Republic of Korea
New Zealand
Norway
Singapore
Switzerland
United States of America
United Kingdom of Great Britain and Northern Ireland
Any member country of the European Union

APPENDIX B

**TO
MULTILATERAL INSTRUMENT 93-101 *DERIVATIVES: BUSINESS
CONDUCT***

**INVESTMENT DEALERS
(Section 41)**

Section 11, Know your derivatives party

Section 12, Handling complaints

Section 14, Derivatives-party-specific needs and objectives

Section 15, Suitability

Section 19(2)(a)-(k) to (4), Relationship disclosure information

Section 20, Pre-transaction disclosure

Section 21, Valuation reporting

Section 25, Segregating derivatives party assets

Section 26, Holding initial margin

Section 27, Investment or use of initial margin

Section 28, Content and delivery of transaction information

Section 29, Derivatives party statements

Section 32, Designation and responsibilities of senior derivatives managers

Section 33, Responsibility of derivatives dealer to report to the regulator or the securities regulatory authority

APPENDIX C

TO

MULTILATERAL INSTRUMENT 93-101 *DERIVATIVES: BUSINESS*

CONDUCT

CANADIAN FINANCIAL INSTITUTIONS

(Section 42)

Section 11, Know your derivatives party

Section 13, Tied selling

Section 25, Segregating derivatives party assets

Section 26, Holding initial margin

Section 27, Investment or use of initial margin

Section 34, Derivatives party agreement

APPENDIX D
TO
MULTILATERAL INSTRUMENT 93-101 *DERIVATIVES: BUSINESS*
CONDUCT
FOREIGN DERIVATIVES ADVISERS
(Section 46)

LIST OF SPECIFIED FOREIGN JURISDICTIONS

Australia
Brazil
Hong Kong
Iceland
Japan
Republic of Korea
New Zealand
Norway
Singapore
Switzerland
United States of America
United Kingdom of Great Britain and Northern Ireland
Any member country of the European Union

APPENDIX E
TO
MULTILATERAL INSTRUMENT 93-101 *DERIVATIVES: BUSINESS*
CONDUCT
FOREIGN DERIVATIVES SUB-ADVISERS
(Section 47)

LIST OF SPECIFIED FOREIGN JURISDICTIONS

Australia
Brazil
Hong Kong

Iceland
Japan
Republic of Korea
New Zealand
Norway
Singapore
Switzerland
United States of America
United Kingdom of Great Britain and Northern Ireland
Any member country of the European Union

APPENDIX F

**TO
MULTILATERAL INSTRUMENT 93-101 *DERIVATIVES: BUSINESS
CONDUCT***

**REGISTERED ADVISERS UNDER SECURITIES AND COMMODITY
FUTURES LEGISLATION
(Section 48)**

Section 12, Handling complaints

Section 13, Tied-selling

Division 2, Additional obligations when dealing with or advising certain derivatives parties of Part 3, Dealing with or advising derivatives parties

Part 4, Derivatives party accounts

Part 5, Compliance and recordkeeping, except section 31, Policies and Procedures

**FORM 93-101F1
*SUBMISSION TO JURISDICTION AND APPOINTMENT OF AGENT FOR
SERVICE OF PROCESS***

(Sections 39 [*foreign derivatives dealer*] and 46 [*foreign derivatives adviser*])

1. Name of person or company ("**Foreign Firm**"):
2. If the Foreign Firm was previously assigned an NRD number as a registered firm or an unregistered exempt international firm, provide the NRD number of the firm.

3. Jurisdiction of incorporation of the Foreign Firm:
4. Head office address of the Foreign Firm:
5. The name, email address, phone number and fax number of the Foreign Firm's chief compliance officer, or equivalent.

Name:

Email address:

Phone:

Fax:
6. Section of Multilateral Instrument 93-101 *Derivatives: Business Conduct* the Foreign Firm is relying on:

☐ Section 39 [*foreign derivatives dealer*]

☐ Section 46 [*foreign derivatives adviser*]

☐ Other [specify] [e.g. *exemptive relief decision – please explain*]
7. Name of agent for service of process (the “**Agent for Service**”):
8. Address for service of process on the Agent for Service:
9. The Foreign Firm designates and appoints the Agent for Service at the address stated above as its agent upon whom may be served a notice, pleading, subpoena, summons or other process in any action, investigation or administrative, criminal, quasi-criminal or other proceeding (a “**Proceeding**”) arising out of or relating to or concerning the Foreign Firm's activities in the local jurisdiction and irrevocably waives any right to raise as a defence in any such Proceeding any alleged lack of jurisdiction to bring such Proceeding.
10. The Foreign Firm irrevocably and unconditionally submits to the non-exclusive jurisdiction of the judicial, quasi-judicial and administrative tribunals of the local jurisdiction in any Proceeding arising out of or related to or concerning the Foreign Firm's activities in the local jurisdiction.
11. Until 7 years after the Foreign Firm ceases to rely on section 39 [*foreign derivatives dealer*] or section 46 [*foreign derivatives adviser*], the Foreign Firm must submit to the securities regulatory authority
 - (a) a new Submission to Jurisdiction and Appointment of Agent for Service in this form no later than the 30th day before the date this Submission to Jurisdiction and Appointment of Agent for Service is terminated;

- (b) an amended Submission to Jurisdiction and Appointment of Agent for Service no later than the 30th day before any change in the name or above address of the Agent for Service; and
 - (c) a notice detailing a change to any information submitted in this form, other than the name or above address of the Agent for Service, no later than the 20th day after the change.
12. This Submission to Jurisdiction and Appointment of Agent for Service is governed by and construed in accordance with the laws of the local jurisdiction.

Dated:

(Signature of the Foreign Firm or authorized signatory)

(Name of signatory)

(Title of signatory)

Acceptance

The undersigned accepts the appointment as Agent for Service of _____ *[Insert name of Foreign Firm]* under the terms and conditions of the foregoing Submission to Jurisdiction and Appointment of Agent for Service.

Dated:

(Signature of the Agent for Service or authorized signatory)

(Name of signatory)

(Title of signatory)

**AMENDMENTS TO MULTILATERAL INSTRUMENT 93-101
DERIVATIVES: BUSINESS CONDUCT**

(Securities Act)

Made as a rule by the Alberta Securities Commission on August 14, 2024 pursuant to sections 223 and 224 of the Securities Act.

**AMENDMENTS TO MULTILATERAL INSTRUMENT 93-101
DERIVATIVES: BUSINESS CONDUCT**

- 1. Multilateral Instrument 93-101 Business Conduct is amended by this Instrument.*
- 2. The title of the Instrument is amended by replacing “Multilateral” with “National”.*
- 3. Section 8, subsection (2)(a)(iii) is amended by replacing “Multilateral” with “National”.*
- 4. The title of Appendix A is amended by replacing “Multilateral” with “National”.*
- 5. The title of Appendix B is amended by replacing “Multilateral” with “National”.*
- 6. The title of Appendix C is amended by replacing “Multilateral” with “National”.*
- 7. The title of Appendix D is amended by replacing “Multilateral” with “National”.*
- 8. The title of Appendix E is amended by replacing “Multilateral” with “National”.*
- 9. The title of Appendix F is amended by replacing “Multilateral” with “National”.*
- 10. Form 93-101F1 SUBMISSION TO JURISDICTION AND APPOINTMENT OF AGENT FOR SERVICE OF PROCESS is amended by replacing “Multilateral” in paragraph 6 with “National”.*
11. This Instrument comes into force on September 28, 2024.

Seniors, Community and Social Services

Office of the Public Guardian and Trustee
Property being held by the Public Trustee for a period of Ten (10) Years

(Public Trustee Act)
Section 11(2)(b)

Name of Person Entitled to Property	Description of Property held and its value or estimated value	Property part of deceased person's Estate or held under Court Order: Deceased's Name Judicial District Court file number	Public Trustee Office Additional Information
Unknown Beneficiaries	\$12,721.01	August Schaffer (File 137272) SES01 094690 Calgary	E179531
Unknown Beneficiaries	\$9,465.85	James Wood (File 140593) SES12 29987 Wetaskiwin	E179517
Larissa Temoshenko	\$29,040.76	Maria Dicky (Finlay Law File 31.393.300) SES03 123657 Edmonton	E167498
Adoniel Juslin	\$478.34	Adoniel Juslin (File 172617)	E180610
Celine Renee Anne Douville	\$6,399.89	Celine Renee Anne Douville (File 148161)	E180611
Unknown Beneficiaries	\$18,371.79	Romann Holtfreter (File 163508) ES03 140470 Edmonton	E179488
Unknown Beneficiaries	\$9,743.21	George Burljajev (File 150313) ES03 123161 Edmonton	E179492
Unknown Beneficiaries	\$16,501.46	Elmer Sylvester O'Neill (File 163524) ES03 137034 Edmonton	E179522

Sherrie Lee Shaney McRee	\$1,540.08	Dean Chester Robert Loyie (File 176855) ES03 161550 Edmonton	E179281
Unknown Beneficiaries	\$21,317.06	Lawrence Klan Also known as Lawrence G. Klan, Lowrence Gordon Klan, and Lornz Gordon Klan (File 163914) ES03 137291 Edmonton	E179326

ADVERTISEMENTS

Notice of Liquidation

(Business Corporations Act)

In the matter of the liquidation of **Global Five Enterprises Ltd.** (Referred to as the “Company”)

TAKE NOTICE THAT CAMERON • OKOLITA INC. was appointed as liquidator of the Company on July 8, 2024 by virtue of an Order pronounced on July 8, 2024 by the Court of King’s Bench of Alberta.

TAKE NOTICE THAT any person indebted to the Company must render an account of the amount owing and pay that amount to the Liquidator no later than twenty-one days after first publication of this notice. Payment must be forwarded to the Liquidator at the address noted below.

TAKE NOTICE THAT any person having custody or control of any property, rights or interests of the Company must notify the Liquidator in writing to the address below, no later than twenty-one days after first publication of this notice, and deliver the property, rights or interest to the Liquidator or provide control to the Liquidator over the property, rights or interests, in the manner and at the time and place to be specified by the Liquidator.

TAKE NOTICE THAT any person having a claim against the Company, whether liquidated, unliquidated, future or contingent, must provide particulars of the claim in writing to the Liquidator within two months after the first publication of this notice.

Dated at Edmonton, Alberta, August 27, 2024.

CAMERON • OKOLITA INC.
Attention: John I. P. (Jack) Cameron
9415 98 Avenue
Edmonton, AB T6C 2C8
Tel.: 780-429-9000
Fax: 780-425-7110

Public Sale of Land

(Municipal Government Act)

City of Spruce Grove

Notice is hereby given that, under the provisions of the Municipal Government Act, the City of Spruce Grove will offer for sale, by public auction, in the Border Paving Athletic Center, Jen-Col Room, First Floor, 9 Tri Leisure Way, Spruce Grove, Alberta, on Wednesday, November 13, 2024, at 10:00 a.m., the following parcels:

Roll	Lot	Block	Plan	C. of T.
178	12	1	1721439	172104977
208	11	15	3055MC	132370420
889	41	5	5340RS	052316556
1559	29	3	3083TR	152252551
2855	11	6	7823421	182258454

1. Any parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and title will be subject to the reservations and conditions contained in the existing certificate of title.
3. 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 state of the parcel nor its suitability for any intended use by the successful bidder.
4. 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 do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes and utilities for the current year. There will be no adjustment to the date of sale.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
 - a) The full purchase price if it is \$10,000 or less; OR

- b) If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.

(if the payment exceeds the final purchase price, the excess will be refunded within a reasonable time)

8. GST will be collected on all properties subject to GST.
9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. 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.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

Dated at Spruce Grove, Alberta, August 30, 2024.

Dean Screpnok, *Chief Manager*.

Clearwater County

Notice is hereby given that, under the provisions of the Municipal Government Act, Clearwater County will offer for sale, by public auction, in the Municipal Office, 4340 47 Avenue, Rocky Mountain House, Alberta, on Friday, November 1, 2024, at 10:00 a.m., the following lands:

Lot	Block	Plan	Legal Desc.	C. of T.
-	-	-	SW-18-41-7 W5M	112172524
1	1	0313581	NE-25-34-5 W5M	061367586
6	-	8721647	NW-29-39-6 W5M	192229072

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 Clearwater 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.

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

Terms: Cash, certified cheque, bank draft or e-transfer. 10% of bid at the time of the sale. Balance of payment to be paid within 30 days of public auction.

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

Dated at Rocky Mountain House, Alberta, August 27, 2024.

Rick Emmons, *Chief Administrative Officer*.

Lac La Biche County

Notice is hereby given that, under the provisions of the Municipal Government Act, Lac La Biche County will offer for sale, by public auction, in the McArthur Tea Room, First Floor McArthur Place, 10307 100 Street, Lac La Biche, Alberta, on Monday, October 28, 2024, at 5:00 p.m., the following parcels:

Roll	Lot	Block	Plan	Legal Desc.	C. of T.
6511071023	3	3	9021984	NE-7-65-11-4	962104836
6613184023	4	2	8021044	SW-18-66-13-4	102040088
6813032087	23	5	3604TR	NW-3-68-13-4	172101726

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 Lac La Biche County makes no representation and gives no warranty whatsoever as to the state of the parcel nor its suitability of the lands for any intended use by the successful bidder. No terms and conditions of sale will be considered other than those specified by Lac La Biche County.

The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel for themselves.

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

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

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

Terms: The successful purchaser must, at the time of sale, make payment in cash, cheque or bank draft payable to the municipality as follows: a. The full purchase price if it is \$10,000 or less; or, b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale. GST will be collected on all non-residential properties, unless the purchaser is a GST registrant.

The purchaser of the property will be responsible for property taxes for the current year. The purchaser will be required to execute a Sale Agreement in form and substance provided by the municipality.

The risk of the property lies with the purchaser immediately following the auction. The purchaser is responsible for obtaining vacant possession. The purchaser will be responsible for registration of the transfer including registration fees.

Redemption of a parcel of land offered for sale may be effected by payment of all arrears, penalties and costs by guaranteed funds, or execution of a tax payment agreement with the municipality at any time prior to the auction.

Dated at Lac La Biche, Alberta, September 14, 2024.

Manny Deol, *Chief Administrative Officer*.

Leduc County

Notice is hereby given that, under the provisions of the Municipal Government Act, Leduc County will offer for sale, by public auction, at County Centre in Nisku, Alberta, on Wednesday, November 6, 2024, at 10:00 a.m., the following lands:

Roll	Lot	Block	Plan	Legal Desc.	Acres
642100	9	-	8023068	SW-11-50-23-4	3.24
1128417	5	2	1223529	NE-32-50-24-4	1235.46 sq. m.
1128433	4	3	1224810	NE-32-50-24-4	1.36
6600062	1	8	2977 TR	NW-34-49-22-4	8800.00 sq. ft.
6602026	12	3	4290 HW	SW-34-49-22-4	6250.00 sq. ft.
168000	-	-	-	SW-30-49-22-4	157.94
6104000	D	-	992 MC	EH-36-48-25-4	6231.90 sq. m.

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.

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

Terms: Payment in cash, bank draft or certified cheque. A 10% non-refundable deposit of the reserve bid total is payable upon the acceptance of the bid at public auction. The balance of the accepted bid is due within 30 days after the public auction. Prior to closing, the successful bidder must prove, to the satisfaction of the County, that their acquisition of the property complies with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*.

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

Dated at Nisku, Alberta, August 21, 2024.

Duane Coleman, *County Manager*.

County of Newell

Notice is hereby given that, under the provisions of the Municipal Government Act, the County of Newell will offer for sale, by public auction, in the Office of the County Administrator, Brooks, Alberta, on Thursday, November 14, 2024, at 10:00 a.m., the following lands:

Lot	Block	Plan	Legal Desc.	Acres	C. of T.	LINC
-	-	1699JK	NE-3-15-11-4	3.53	201125159	0012654497
-	-	1576JK	NE-3-15-11-4	4.09	201125160	0012648879
-	A	7911321	NE-24-20-13-4	4.00	941207581	0016443442
8	4	512650	NW-19-18-14-4	7.41	181052038	0031175814

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

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

Terms: Cash or certified cheque only.

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

Dated at Brooks, Alberta, August 14, 2024.

Matt Fenske, *County Administrator*.

Red Deer County

Notice is hereby given that, under the provisions of the Municipal Government Act, Red Deer County will offer for sale, by public auction, at the Red Deer County Centre, 38106 Range Road 275, Red Deer County, Alberta, on Friday, November 8, 2024, at 2:00 p.m., the following lands:

Lot	Block	Plan	Legal Desc.	Acres	C. of T.
1	1	9825266	SE-8-38-23-4	6.97	192238935
-	-	-	NE-22-35-26-4	158.97	192128512
1	1	0914013	SE-36-34-1-5	148.55	221283966
1	1	9611653	NE-11-34-2-5	6.89	181056412
1	1	0522250	SW-30-38-2-5	4.94	052185320
Unit 649	-	9320773	SW-19-35-2-5	0.061	952113606
Unit 21	-	0023846	NE-25-35-3-5	0.065	202149972
Unit 100	-	0221116	NE-25-35-3-5	0.065	202133871
21	10	1523293	SE-13-37-28-4	0.075	182062129

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 Red Deer 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 Red Deer County.

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

Terms: Cash or certified cheque. Non-refundable deposit of 10% of bid due at the time of the sale, with the balance of 90% of bid due within 10 days.

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

Dated at Red Deer County, Alberta, August 27, 2024.

Finance Department.

County of Stettler No. 6

Notice is hereby given that, under the provisions of the Municipal Government Act, the County of Stettler No. 6 will offer for sale, by public auction, in the County Administration Office Building, 6602 44 Avenue, Stettler, Alberta, on Friday, December 6, 2024, at 9:00 a.m., the following lands:

Lot	Block	Plan	Legal Desc.	C. of T.
-	-	-	NW-35-37-17-4	922314335
-	-	-	SE-1-40-18-4	162342296
-	-	-	SW-23-42-19-4	172048701
1	1	1212174	SW-19-34-20-4	121224194
-	-	-	SE-27-34-20-4	861025375
12, 13	2	171AE	SE-19-40-18-4 SW-20-40-18-4	972384854
14	2	171AE	SE-19-40-18-4 SW-20-40-18-4	972384854001
11, 12	4	153Z	-27-38-17-4	152022143

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 County of Stettler No. 6 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 County of Stettler No. 6.

All bidders or their agents must be present at the public auction.

The risk of the property lies with the purchaser immediately following the auction. The purchaser is responsible for obtaining vacant possession.

The County of Stettler No. 6 may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash, due at close of auction on tax sale day. GST will be collected on all properties subject to GST.

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

Dated at Stettler, Alberta, September 14, 2024.

Yvette Cassidy, *Chief Administrative Officer.*

Vulcan County

Notice is hereby given that, under the provisions of the Municipal Government Act, Vulcan County will offer for sale, by public auction, in the County Administration Building, 102 Centre Street, Vulcan, Alberta, on Thursday, November 7, 2024, at 10:00 a.m., the following lands:

Roll	Lot	Block	Plan	LINC
211720446	4	2	2011134	0038649159
300371309	13-19	7	6985AG	0018743088

1. Each parcel of land offered for sale at Public Auction will be subject to reserve bid and to the reservations and conditions contained in the existing Certificate of Title.
2. Redemption of a parcel of land offered for sale may be affected by certified payment of all arrears, penalties, and costs at any time prior to 10:00 a.m. on November 7, 2024.
3. Sales are cash or certified cheque only, with a 10% non-refundable deposit upon acceptance of an offer at the Public Auction, with the balance of the purchase price due within thirty (30) days.
4. GST will apply to all applicable lands sold at Public Auction.
5. The lands are being offered for sale on an “as is, where is” basis, and Vulcan 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, vacant possession, or the develop-ability of the lands for any intended use by the successful bidder.
6. No bid will be accepted where the bidder attempts to attach conditions to the sale of any parcel of land.
7. No terms and conditions of sale will be considered other than those specified by Vulcan County.
8. The successful bidder will be required to execute a Sales Agreement in a form and substance acceptable to Vulcan County at the close of the Public Auction.
9. No further information is available at the Public Auction regarding the lands to be sold.
10. Vulcan County may, after the Public Auction, become the owner of any parcel of land that is not sold at Public Auction.
11. The successful bidder will be responsible for their share of the transfer registration fees.

Dated at Vulcan, Alberta, August 22, 2024.

Nels Petersen, *Chief Administrative Officer*.

Municipal District of Pincher Creek No. 9

Notice is hereby given that, under the provisions of the Municipal Government Act, the Municipal District of Pincher Creek No. 9 will offer for sale, by public auction, in the Municipal Office, 1037 Herron Avenue, Pincher Creek, Alberta, on Monday, November 18, 2024, at 2:00 p.m., the following parcels:

Roll	Lot	Block	Plan	C. of T.
409	22	17	7610822	201124236
4515.03	4	1	9610744	131319366
442.03	4	1	0812434	101091801

1. Any parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and title will be subject to the reservations and conditions contained in the existing certificate of title.
3. 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 state of the parcel nor its suitability for any intended use by the successful bidder.
4. 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 do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes and utilities for the current year. There will be no adjustment to the date of sale.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
 - a. The full purchase price if it is \$10,000 or less; OR
 - b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.

(if the certified cheque or bank draft exceeds the final purchase price, the excess will be refunded within a reasonable time)
8. GST will be collected on all properties subject to GST.

9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. 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.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

Dated at Pincher Creek, Alberta, August 30, 2024.

Roland Milligan, *Chief Administrative Officer*.

Municipal District of Smoky River No. 130

Notice is hereby given that, under the provisions of the Municipal Government Act, the Municipal District of Smoky River No. 130 will offer for sale, by public auction, in the Council Chambers of the Municipal Office, Falher, Alberta, on Friday, November 15, 2024, at 2:00 p.m., the following lands:

Lot	Block	Plan	Legal Desc.	Acres	C. of T.
-	-	-	NW-26-76-19-W5M	148.04	052054200
78	RLY	1186BV	SW-17-78-22-W5M	18.36	232258482015
78	RLY	1186BV	NE-13-78-23-W5M	119.53	232258482013
78	RLY	1186BV	NE-15-78-23-W5M	13.71	232258482014
-	-	-	NW-19-78-23-W5M	0.34	232258482009
78	RW	2155KS	SE-20-78-23-W5M	0.73	232258482003
-	-	-	NW-29-78-23-W5M	14.22	232258482012
78	RLY	631MC	SW-29-78-23-W5M	2.72	232258482008
78	RLY	631MC	NE-30-78-23-W5M	1.51	232258482010
78	RW	788MC	SE-30-78-23-W5M	0.91	232258482006
78	RLY	631MC	SE-30-78-23-W5M	2.31	232258482005
78	RLY	1454EO	SW-30-78-23-W5M	0.99	232258482001
78	RW	788MC	SW-30-78-23-W5M	1.85	232258482011

78	RLY	2033ET	SE-32-78-23-W5M	3.62	232258482004
-	-	3375EU	NE-11-78-24-W5M	0.15	232258482
-	-	-	NW-13-78-24-W5M	0.70	232258482002
78	RLY	2032ET	SE-23-78-24-W5M	2.58	002267135011

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 Municipal District of Smoky River No. 130 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 Municipal District of Smoky River No. 130. No further information is available at the auction regarding the lands to be sold.

The Municipal District of Smoky River No. 130 may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or certified cheque. 10% deposit and balance within 30 days of the date of the public auction. G.S.T. will apply on properties 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 Falher, Alberta, August 15, 2024.

Kate Romyn, *Chief Administrative Officer.*

Summer Village of Sandy Beach

Notice is hereby given that, under the provisions of the Municipal Government Act, the Summer Village of Sandy Beach will offer for sale, by public auction, in the Village Office, 1208A Highway 642, Onoway, Alberta, on Friday, November 15, 2024, at 2:00 p.m., the following parcel:

Roll	Lot	Block	Plan	C. of T.
347	7	15	5098KS	212077644

1. Any parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and title will be subject to the reservations and conditions contained in the existing certificate of title.

3. 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 state of the parcel nor its suitability for any intended use by the successful bidder.
4. 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 do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes and utilities for the current year. There will be no adjustment to the date of sale.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
 - a. The full purchase price if it is \$10,000 or less; OR
 - b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.

(if the certified cheque or bank draft exceeds the final purchase price, the excess will be refunded within a reasonable time)
8. GST will be collected on all properties subject to GST.
9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. 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.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

Dated at Onoway, Alberta, August 30, 2024.

Rudolf Liebenberg, *Chief Administrative Officer.*

Town of Viking

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Viking will offer for sale, by public auction, in the Town Office, 5120 45 Street, Viking, Alberta, on Wednesday, October 30, 2024, at 10:00 a.m., the following parcels:

Roll	Pt. of Sec.	Sec.	Twp.	Rge.	M.	C. of T.
300005107	NW	36	47	13	4	202073752+2

Roll	Lot	Block	Plan	C. of T.
100004200	20, 21	7	1174W	072703587
100005030	11, 12	11	1174W	212060078+1
300000656	6A	45	7720614	202073752+1
300000914	15A	46	7720614	202073752
300003804	7	5	8222723	092152134

1. Any parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and title will be subject to the reservations and conditions contained in the existing certificate of title.
3. 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 state of the parcel nor its suitability for any intended use by the successful bidder.
4. 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 do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes and utilities for the current year. There will be no adjustment to the date of sale.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
 - a. The full purchase price if it is \$10,000 or less; OR

- b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.

(if the certified cheque or bank draft exceeds the final purchase price, the excess will be refunded within a reasonable time)

8. GST will be collected on all properties subject to GST.
9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. 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.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

Dated at Viking, Alberta, August 30, 2024.

Doug Lefsrud, *Chief Administrative Officer*.

Town of Vulcan

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Vulcan will offer for sale, by public auction, in the Town Office, 321 2 Street South, Vulcan, Alberta, on Monday, November 4, 2024, at 10:00 a.m., the following lands:

Lot	Block	Plan	C. of T.	Civic Address
Unit 33	-	0212256	211041728	207 Whispering Close
22	8	0914178	211057800	506 Whispering Greens Avenue

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 Vulcan 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.

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

Terms: Cash or certified cheque. GST will apply on lands 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 Vulcan, Alberta, August 29, 2024.

Kim Fath, *Chief Administrative Officer*.

NOTICE TO ADVERTISERS

The Alberta Gazette is issued twice monthly, on the 15th and last day.

Notices and advertisements must be received ten full working days before the date of the issue in which the notices are to appear. Submissions received after that date will appear in the next regular issue.

Notices and advertisements should be typed and on a sheet separate from the covering letter. An electronic submission by email 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 the 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:

<i>Issue of</i>	<i>Earliest date on which sale may be held</i>
September 30	November 10
October 15	November 25
October 31	December 11
November 15	December 26
November 30	January 10
December 14	January 24
December 31	February 10
January 15	February 25
January 31	March 13
February 15	March 28
February 28	April 10
March 15	April 27

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