

MEMORANDUM OF AGREEMENT

REGARDING THE CREATION OF

GEORGIAN BAY MINOR HOCKEY ASSOCIATION

TO JOINTLY ADMINISTER A REP HOCKEY PROGRAM

November 7, 2024

BETWEEN:

MIDLAND MINOR HOCKEY ASSOCIATION,
Ontario Corporation Number: 669446
"Midland Minor Hockey"

AND

PENETANG MINOR HOCKEY ASSOCIATION INC
Ontario Corporation Number: 689823
"Penetang Minor Hockey"

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires:

1. "**Act**" means the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, Chapter 15, and any statute amending or enacted in substitution therefor, from time to time;
2. "**Agreement**" means this agreement and all schedules hereto, and "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular article or section; "Article" or "Section" means and refers to the specified article, section or subsection of this Agreement;
3. "**Annual Meeting**" means the annual meeting of the Association;
4. "**Association**" or "**Georgian Bay Minor Hockey**" means GEORGIAN BAY MINOR HOCKEY ASSOCIATION (or such other name as the Association may in the future legally adopt) created in accordance with this Agreement;
5. "**Articles**" means the articles of incorporation of the Association, as may be amended from time to time by articles of amendment;
6. "**Board**" means the board of directors of the Association;
7. "**Business Day**" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located at the City of Hamilton are not open for business during normal banking hours;
8. "**By-laws**" means the duly authorized general corporate by-laws of the Association, and the terms "**Midland Minor Hockey By-laws**" and "**Penetang Minor Hockey By-laws**" refer to the general corporate by-laws of Midland Minor Hockey and Penetang Minor Hockey, respectively;
9. "**Centre**" is a recognized minor hockey association within the OMHA from a city, town, village, municipality or geographic subdivision which has corporate limits or boundaries accepted by the OMHA for the purposes of determining hockey eligibility of players for competition within the jurisdiction of the OMHA;
10. "**Delegate**" or "**Delegates**" means an individual or individuals, as the case may be, who are authorized to represent a Voting Member and vote on behalf of a Voting Member at any Members' Meetings of the Association;
11. "**Director**" means an individual who has been elected or appointed to the Board of the Association;
12. "**HC**" means Hockey Canada (or such other name as Hockey Canada may in the future legally adopt);

13. "**Letters Patent**" means the letters patent of Midland Minor Hockey and/or Penetang Minor Hockey, as may be amended from time to time by supplementary letters patent and/or articles of amendment;
14. "**Local League**" means a group of teams from a number of minor hockey associations which compete regularly in a recreational league, and the "**Local League Organizations**" refers to Midland Minor Hockey and Penetang Minor Hockey;
15. "**Local League Members**" shall mean the individual members of each of the Local League Organizations, as defined under the Midland Minor Hockey By-laws and Penetang Minor Hockey By-laws;
16. "**Members**" means all classes of membership in the Association as set out in the Articles and By-laws, and "**Member**" means any one of them;
17. "**Members' Meeting**" means the Association's Annual Meeting or a Special Meeting, as applicable in the circumstances;
18. "**Non-Voting Members**" means the classes of non-voting Members of the Association, as may be set out in the Articles and By-laws;
19. "**Officers**" means the individuals who hold the offices of the Association duly appointed by the Board as set out in the By-laws;
20. "**OHF**" means the Ontario Hockey Federation (or such other name as the OHF may in the future legally adopt);
21. "**OMHA**" means the Ontario Minor Hockey Association Inc. (or such other name as the OMHA may in the future legally adopt);
22. "**Parties**" means Midland Minor Hockey and Penetang Minor Hockey, and "**Party**" means either one of them;
23. "**Policies**" means written statements governing issues affecting the affairs of the Association, including any code of conduct, which have been considered and approved by the Board;
24. "**Predecessor Act**" means the *Corporations Act* R.S.O. 1990, Chapter 38, and any statute amending same, from time to time;
25. "**Representative Team**" means a minor hockey team which is eligible to play for an OMHA, OHF and/or HC championship and whose players are eligible by age and residence;
26. "**Special Meeting**" means any Members' Meeting other than an Annual Meeting;
27. "**Special Resolution**" means a resolution approved by not less than 2/3rds of the votes cast;

28. "**Voting Members**" means the classes of voting Members of the Association, as may be set out in the Articles and By-laws;
29. "**Midland Minor Hockey**" means Midland Minor Hockey Association, incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on June 4, 1986 and identified as Ontario Corporation no: 669446; and
30. "**Penetang Minor Hockey**" means Penetang Minor Hockey Association Inc, incorporated by letters patent, pursuant to the Predecessor Act, as a not-for-profit corporation on November 7, 1986 and identified as Ontario Corporation no: 689823.

Subject to the foregoing definitions, words or expressions defined in the Act shall have the same meanings when used herein; words importing the singular number include the and vice-versa; words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals and corporate entities.

WHEREAS:

- A. Midland Minor Hockey and Penetang Minor Hockey are not-for-profit corporations which are similarly involved in the operation of minor hockey teams for the benefit of the youth in the communities of Springwater, Midland, Penetanguishene, Tay, and Tiny, Ontario.
- B. The Parties are accredited members of the OMHA, both operating recreational Local League teams;
- C. The Parties wish to create a new jointly administered minor hockey association, which shall be named the "**GEORGIAN BAY MINOR HOCKEY ASSOCIATION**", for the purpose of jointly administering and operating a Representative Team hockey program on behalf of the Parties, commencing with the 2025/2026 OMHA hockey season;
- D. Pursuant to the Association's framework being created hereunder, the Parties agree to share in the joint management and operation of the Association's consolidated Representative Team hockey program, covering their combined territories in and around Midland and Penetanguishene, as may be recognized by the OMHA from time to time;
- E. The Parties have entered into this Agreement to record their mutual agreement and covenants as to the manner in which the affairs of the Association shall be conducted and to grant to each other certain rights and obligations with respect to how the Association shall be structured, administered and operated, for the mutual benefit of the Parties, and their collective memberships;
- F. The terms of this Agreement are subject to the approval of the OMHA board of directors, the boards of directors and members of each of the Parties, all in accordance with the provisions of the Act and the respective by-laws of Midland Minor Hockey and Penetang Minor Hockey;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE 1 BASIC PRINCIPLES

1.1 Creation of the Association

- a. The Parties agree to incorporate a new not-for-profit corporation pursuant to the Act, which shall be named the GEORGIAN BAY MINOR HOCKEY ASSOCIATION (herein referred to as "Georgian Bay Minor Hockey" or the "Association").
- b. The Association shall operate as an accredited member of the OMHA, OHF and HC, and shall be governed by all applicable rules and regulations of such parent organizations and the Act.
- c. Commencing with the 2025/2026 OMHA hockey season, the purpose of the Association shall be to undertake the operation of a jointly administered Representative Team hockey program to which eligible players from both Midland Minor Hockey and Penetang Minor Hockey will have affiliation rights.
- d. Midland Minor Hockey and Penetang Minor Hockey hereby agree to surrender all of their existing OMHA rights to Representative Teams, and to transfer such rights to the Association, which shall operate a consolidated Representative Team hockey program on behalf of the Parties and their respective members.
- e. Midland Minor Hockey and Penetang Minor Hockey shall continue to operate their own recreational Local League programs on behalf of their respective Local League Members, consisting of community specific teams playing out of their hometown arenas and local communities. As the Local League Organizations, both Midland Minor Hockey and Penetang Minor Hockey will continue to be responsible for the administration and affairs of their Local League teams, subject to certain mutually agreed upon business functions of a shared nature, as well as certain OMHA specific program issues that the Parties, pursuant to the terms of this Agreement, have mutually consented to transfer exclusively to the Association to be managed jointly on behalf of the Parties.

1.2 Association to be Jointly Operated and Administered

- a. The Association shall be jointly operated and administered by the Parties, namely Midland Minor Hockey and Penetang Minor Hockey.
- b. In order to facilitate this spirit of partnership, the applicable Articles and By-laws shall provide for a single class of Voting Members, whereby, upon the incorporation of the Association, Midland Minor Hockey and Penetang Minor Hockey will be the exclusive Voting Members of the Association, with each Member having the ability to appoint an equal number of representatives to the Board.
- c. The Association also provides for a second class of Non-Voting Members, whereby, upon the incorporation of the Association, will be comprised exclusively of the Directors of the

Association, who are not also Delegates, all Local League Members, and any honorary lifetime Members.

- d. No person shall be permitted to be a Director of the Association unless he or she is also a member of one of the Local League Organizations. While each Director shall be entitled to attend all Members' Meetings, they shall not be entitled to a vote at any such meetings unless they are also considered to be a Delegate.
- e. The Parties have negotiated mutually agreeable By-Laws for the Association, a copy of which is attached hereto as **Schedule "D"** and shall facilitate any necessary amendments to the existing Midland Minor Hockey By-laws and Penetang Minor Hockey By-laws as may be required or necessary to achieve consistency with the terms and conditions of this Agreement and the Association's By-laws.
- f. Conditional upon the terms of this Agreement, including the associated By-Laws, being approved by both the OMHA and the Local League Members of each of the Parties, Midland Minor Hockey and Penetang Minor Hockey shall have an additional twelve (12) month period in which to amend the Midland Minor Hockey By-laws and Penetang Minor Hockey By-laws, respectively, to comply with and reflect the terms and conditions of this Agreement.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

2.1 Two Classes of Membership in the Association

- a. The Association's By-laws shall provide for two classes of membership in the Association, the Voting Members and the Non-Voting Members.
- b. Midland Minor Hockey and Penetang Minor Hockey will be the only Voting Members of the Association with the ability of each to nominate and elect or appoint an equal number of Directors to the Association's Board. The Non-Voting Members shall have no voting rights as Members of the Association and shall be comprised exclusively of the Directors of the Association, who are not also Delegates, all Local League Members, and any honorary lifetime Members.
- c. Notwithstanding the foregoing, the By-laws shall establish whether or not single or multiple Delegates shall represent each Voting Member at Members' Meetings, provided that each Voting Member shall be afforded the same number of Delegates at all times.
- d. No additional Voting Members shall be permitted to join the Association without the prior consent of both Parties.

2.2 Ongoing Membership of Individuals in the Local League Organizations

- a. The Local League Members shall continue to be members of Midland Minor Hockey and Penetang Minor Hockey in accordance with the Midland Minor Hockey By-laws and Penetang Minor Hockey By-laws, respectively.
- b. The Parties agree to operate a consistent registration process for all players both at the Representative Team and Local League hockey levels, which shall allow all eligible Representative Team hockey players to have their applicable Centre and territorial rights assigned to the Association for all OMHA, OHF and HC purposes.
- c. Notwithstanding paragraph 2.2(b) above, for the purposes of administering internal Local League and Local League Members rights within the recognized boundaries of the Association, Local League Members will be internally allocated by the Parties, between Midland Minor Hockey and Penetang Minor Hockey on the basis of which Local League Organization a player registers with to play.
- d. For Representative Team hockey players within the Association's territory, their Local League Members rights with the respective Local League Organization will be determined by using the player's residential address within such territory, and using the original OMHA borders in place between the Parties, as recognized on December 31, 2024.
- e. Subject to the internal allocation of Local League Members between Midland Minor Hockey and Penetang Minor Hockey using the process described above, Local League Members of both Parties shall have the ability to exercise their Local League Members rights within their respective Local League Organizations, for all purposes associated with the Act, including the right to attend membership meetings, exercise voting rights, and elect directors to represent their interests both directly to their respective Local League Organizations, and indirectly to the Association's Board.

ARTICLE 3 AUTHORITY OF THE ASSOCIATION

3.1 Powers and Jurisdiction

- a. Except as otherwise limited by the terms of this Agreement, the Association may exercise any of the powers described by the Act or any other statutes or laws as may be applicable from time to time, except where such power is contrary to the statutes or common law relating to not-for-profit corporations.
- b. Without limiting the generality of the foregoing, commencing with the 2025/2026 OMHA hockey season both Midland Minor Hockey and Penetang Minor Hockey agree to transfer exclusive jurisdiction over operational issues associated with the administration of a shared Representative Team hockey program to the Association, including applicable OMHA related

program obligations, as well as certain mutually agreed upon business issues of a shared nature, to be directed and controlled on behalf of the Parties by the jointly administered Board.

- c. Those issues falling within the exclusive jurisdiction and control of the Association are set out in **Schedule "A"**, attached hereto.
- d. Those issues remaining within the jurisdiction of Midland Minor Hockey and Penetang Minor Hockey to be managed at the Local League level are set out in **Schedule "B"**, attached hereto.
- e. For greater clarity, both Midland Minor Hockey and Penetang Minor Hockey agree to be exclusively governed and bound by those decisions of the jointly administered Board on all issues set out in **Schedule "A"**.
- f. Conversely, The Association shall respect those decisions made by Midland Minor Hockey and Penetang Minor Hockey on matters of a strictly local nature, as set out in **Schedule "B"**.

ARTICLE 4 STRUCTURE OF THE BOARD

4.1 Board of Directors

- a. The affairs of the Association shall fall under the supervision of a jointly administered Board, subject to the provisions of the Act and as more particularly set out in the Association's By-laws (**Schedule "D"**).
- b. Subject to any interim Board established in the By-laws, the Association shall be governed by a Board consisting of ten (10) voting Directors elected or appointed by Midland Minor Hockey and Penetang Minor Hockey, as the case may be, with each Local League Organization being entitled to elect or appoint five (5) such Directors.
- c. Midland Minor Hockey and Penetang Minor Hockey shall be entitled to remove and replace their respective nominees from time to time as provided in the By-laws to ensure equal representation by the Voting Members.
- d. In their capacity as incorporated Local League Organizations, Midland Minor Hockey, and Penetang Minor Hockey are required by law to maintain their own separate boards of directors, elected by their respective Local League Members in accordance with each organization's by-laws.
- e. The Local League Organizations shall have the ability to appoint additional officers and/or convenors to assist in the management and administration of their respective Local League affairs and hockey operations.
- f. The Directors of the Association shall be elected or appointed by the Parties from among the directors on the boards of Midland Minor Hockey and Penetang Minor Hockey who have been

elected by their respective Local League Members, all as more particularly set out and described in their Local League Organization's by-laws.

- g. Unless otherwise set out in the Midland Minor Hockey By-laws or Penetang Minor Hockey By-laws, during board meetings of the Local League Organizations, the respective Local League directors of Midland Minor Hockey shall be entitled to cast ballots electing their Local League directors to sit on the Association's Board, and the respective Local League directors of Penetang Minor Hockey shall be entitled to cast ballots electing their Local League directors to sit on the Association's Board.

4.2 Removal and Replacement of Nominees

- a. A Party entitled to nominate and appoint or elect a Director shall also be entitled to remove any such person as a Director in accordance with the terms of its own by-laws, and where applicable, shall provide notice to such Director and the Association. Any vacancy occurring on the Board by reason of the death, disqualification, inability to act, resignation or removal of any Director shall be filled only by a further nominee of the Party whose nominee was so affected so as to maintain a Board consisting of the numbers of nominees specified earlier in this section.

4.3 Term of Directors

- a. While Directors, in the normal course, shall hold office for a two (2) year term on a rotating basis, upon the incorporation of the Association through the first two representative hockey seasons, namely the 2025-26 and 2026-27 seasons, the Voting Members shall appoint ten (10) voting Directors to the Board of the Association (the "Interim Board"), comprised of five (5) voting Directors nominated by each Local League Association, for an initial two (2) year period, to oversee and coordinate an effective transition of the Agreement and the successful launch of a coordinated Representative Team hockey program by the Association.
- b. In order to establish a proper rotation of Directors, following the second season of this Agreement, namely commencing with the 2027-28 season, the first set of elections will be held and Directors on Slate "A" (see attached By-Laws) will be elected for a two (2) year term and Directors on Slate "B" (see attached By-Laws) will be elected for a one (1) year term, all as more particularly set out in the By-laws.
- c. The specific duties and responsibilities of the Association's Directors and authority of the Executive Committee, if any, shall be set out in the Association's By-Laws.

ARTICLE 5 MEMBERSHIP MEETINGS

- a. Where practical and efficient to do so, Members' Meetings of the Association shall be held simultaneously on the same date and in the same location as the annual meetings for Midland Minor Hockey and Penetang Minor Hockey.

- b. Local League Members of both Local League Organizations will be entitled to full disclosure of financial information pertaining to their respective organizations, and will be entitled to attend and participate in Members' Meetings of the Association, including discussions and questions posed to the Directors, but the Local League Members shall have no voting rights at such Members' Meetings.
- c. For the purposes of Members' Meeting of the Association, 10 Delegates, comprised of 5 Delegates appointed by the board of Midland Minor Hockey and 5 Delegates appointed by the board of Penetang Minor Hockey to act as Delegates representing the interests of their respective Local League Organizations, shall each be entitled to cast one (1) vote at any Members' Meeting.

ARTICLE 6 STANDARDIZED REGISTRATION, PROGRAM HARMONIZATION & REVENUE SHARE

6.1 Standardized Registration

- a. The Parties will establish a standardized registration process through HC for all players within their combined OMHA recognized territory, whose designated Centre for all OMHA and HC Representative Team hockey purposes shall be the Association.

6.2 Harmonization of Program Structure and Standardized Player Fees

- a. The Association shall establish a common registration fee structure for all players at the Representative Team and Local League levels within the boundaries of the Association, including any incidental and Rep related team fees.
- b. The Parties agree that for the purposes of standardizing fee structures and to ensure equal opportunity to all players within the Association, it will be necessary to harmonize the programs offered by Midland Minor Hockey and Penetang Minor Hockey to the fullest extent possible. While comprehensive details regarding program harmonization will be determined by the Board as part of the transition process, the Parties have agreed to certain basic principles regarding program harmonization as described in "**Schedule C**" that will guide the formation of future policies.
- c. While the fee structures will be the same and programs offered will be similar, the Local League Organizations will maintain the ability to set their own registration fee amounts and will not be required to offer the identical fees for their programming due to potential discrepancies in the cost to offer programming in their home center.

6.3 Per Capita Fee Allocation

- a. Registration, sponsorship and team fees will be allocated internally between the Parties based upon individual player registration and affiliation, with all fees associated with Representative

Team players remaining in the joint account of the Association, and any fees associated with Local League players being allocated on a per capita basis between Midland Minor Hockey and Penetang Minor Hockey.

- b. The Parties acknowledge that any allocation of player fees between the Local League and Representative Team hockey programs will be subject to any adjustments necessary to reflect the centralized management of program operational costs, such as ice time purchases, OMHA fees, insurance, etc.

6.4 Additional Revenue

- a. Any additional revenues raised by the Parties through shared fundraising, sponsorship or special event related activities will be allocated in accordance with the mutual agreement of the Parties.

ARTICLE 7 FINANCIAL ISSUES

7.1 Contribution of Capital

- a. In order to successfully launch the Association's operations, Midland Minor Hockey and Penetang Minor Hockey agree to jointly contribute funds, by way of a loan, in the amount of **\$25,000.00** each (for an aggregate amount of \$50,000.00) as preliminary start-up capital. Thereafter, it is the expectation of the Parties that the Association will be capable of supporting the operation of a cooperative Representative Team hockey program on its own merits, utilizing applicable revenue from player registration, sponsorships and fundraising activities.
- b. The loan will be paid back in two parts with 50% of the loan due at the end of the Association's second season, namely the 2026-27 season, and the remaining 50% of the loan due at the end of the Association's fifth season, namely the 2029-30 season.
- c. Additional financial support for the Association may be provided from time to time by the Parties, subject to mutual consent.

7.2 Segregated Funds

- a. Funds that were previously raised and are currently in the possession of Midland Minor Hockey and Penetang Minor Hockey shall be segregated and remain the property of their respective Local League Organizations, to be used exclusively by the Parties for the benefit of their respective Local League Members. Future decisions regarding the possibility of further consolidation involving the assets and finances of Midland Minor Hockey and Penetang Minor Hockey shall be at the discretion of the Parties and their respective board of directors.

ARTICLE 8 BY-LAWS OF THE ASSOCIATION

- a. The Parties agree that the By-laws of the Association, to the extent not inconsistent with the terms of this Agreement, shall be in the form attached hereto as **Schedule "D"**, until otherwise repealed, amended or altered in accordance with the Act and the By-laws.

ARTICLE 9 TERRITORY AND BORDERS

- a. The Association shall maintain a single consolidated border for the purposes of OMHA Representative Team hockey territorial rights, encompassing the previous combined territories of Midland Minor Hockey, and Penetang Minor Hockey, as recognized and/or amended by the OMHA from time to time.
- b. This Agreement shall be conditional upon the Parties securing acceptable border arrangements with surrounding associations and leagues, as sanctioned and approved by the OMHA.

ARTICLE 10 CENTRE POINT

- a. The Parties have mutually agreed upon an acceptable Centre Point for the Association, as agreed to, and sanctioned by the OMHA. Until otherwise altered or amended by the Board and the OMHA, the designated Centre Point for the Association shall be: Intersection of Hwy 93 and Hwy 12 (Coordinate: 44°43'07.6"N 79°53'51.7"W)

ARTICLE 11 TEAM NAME AND COLOURS

- a. The Parties shall mutually determine a new team name, logo and uniform colours for the Association, which shall be unique and distinct from the current branding used by Midland Minor Hockey and Penetang Minor Hockey.

ARTICLE 12 AAA AFFILIATION

- a. Unless otherwise altered or amended by the Board and the OMHA, the Association's players shall have the right to affiliate for AAA hockey opportunities. Eligible players registered with the Association will have AAA affiliation rights with North Central Hockey Association (NCP), or an alternative affiliate as determined by the OMHA.
- b. Current players rostered to an AAA organization not ultimately selected as the new AAA affiliate of the Association will be grandfathered to their present AAA Centre for so long as they remain continuously affiliated with that organization. In the event such players are ultimately cut from such a team, the player shall revert back to the Association and any subsequent AAA opportunities shall reside with the newly selected AAA affiliate of the Association.

ARTICLE 13 DEVELOPMENT OF COMMON POLICIES AND PROCEDURES

- a. During the negotiations for this Agreement, the Parties had significant discussions regarding the need to align key Policies and procedures fundamental to the successful management of a jointly administered Representative Team hockey program. In particular, both Parties considered Policies and procedures regarding coaching selection and management of the tryout process to be key to the future success of the Association, especially in relation to the need for those Policies to ensure fair treatment and equal opportunity to all program participants across the Association's territory. While the future specifics of such Policies will ultimately be determined by the Association's Board, the Parties have agreed that the basic principles described in Schedules "E" and "F" will guide the formation of future Policies.

ARTICLE 14 COMPLIANCE WITH AGREEMENT

14.1 Unanimous Agreement

- a. This Agreement shall be deemed to be a unanimous agreement between the Parties and the powers of the Association's Board to manage or supervise the business and affairs of the Association shall be restricted in accordance with the terms of this Agreement. All future changes to the terms of this Agreement or to the By-Laws shall require the prior consent of the Parties.

14.2 Compliance with Agreement

- a. As the founding Members of the Association, the Parties covenant and agree to vote and act in a manner necessary to fulfill the provisions of this Agreement and in all other respects to comply with, and use all reasonable efforts to cause the Association to comply with this Agreement and to the extent, if any, that may be permitted by law, shall cause their respective nominee(s) as Directors of the Association to act in accordance with this Agreement.

ARTICLE 15 SPECIAL PROVISIONS

- a. The Association shall be carried on without purpose of gain for its Directors and Members, and any profits or other accretions of the Association shall be used for the sole purposes of promoting the Association's stated purposes.
- b. Upon the dissolution of the Association and after satisfying all of the Association's debts and liabilities, any remaining property shall be distributed equally between the Parties, or otherwise distributed or disposed of by the Board in accordance with the Act.

ARTICLE 16 HEAD OFFICE

- a. The head office of the Association, until otherwise determined by the Board, shall be located at 527 Len Self Blvd, Midland, ON L4R 5N6.

ARTICLE 17 CONDITIONS PRECEDENT

- a. Notwithstanding anything to the contrary contained herein, the respective obligations of the Parties to complete the transactions contemplated by this Agreement, shall be subject to the following conditions:
 - i. This Agreement, including the By-laws, with or without amendment, shall be approved and adopted by the board of directors of the Parties, at a meeting of directors called and held in accordance with the Act;
 - ii. This Agreement, including the By-laws, with or without amendment, shall have been approved and adopted by the members of each Party at a meeting of members called and held in accordance with the Act; and
 - iii. This Agreement, including the By-laws, with or without amendment, shall have been approved and adopted by the OMHA board of directors.

ARTICLE 18 APPLICATION

- a. Upon the directors and members of each Party approving and adopting this Agreement in accordance with the Act at meetings thereof called for the purposes of considering this Agreement, such fact shall be certified by the President or Secretary of each Party and the Parties by their joint application shall, on a date as may be agreed upon by the Parties, apply to the appropriate authorities in the Province of Ontario for Articles, in order to incorporate the Association.

ARTICLE 19 AMENDMENTS

- a. This Agreement may, prior to the endorsement of the Articles, be amended by resolution of the board of directors for both Parties for the purposes of addressing administrative issues that do not materially impact the fundamental terms of this Agreement, without further approval of the members of either Party.

ARTICLE 20 FURTHER ASSURANCES

- a. Each Party shall from time to time, promptly execute and deliver such further documents, conveyances, deeds, assignments, transfers and the like, and take such further action as may be reasonably necessary to give effect to the intent of this Agreement.

ARTICLE 21 PILOT PERIOD AND TERMINATION

- a. The Parties acknowledge and agree that the first two (2) representative hockey seasons administered in accordance with this Agreement, namely the 2025/26 and 2026/27 hockey seasons, shall be considered a pilot period during which the Parties shall conduct annual reviews

of this Agreement's impact and effectiveness prior to the end of each of the aforementioned hockey seasons to determine whether any mutually agreeable modifications or improvements may be required.

- b. At any time prior to March 31st, 2027, any Party may serve the others with notice of termination of this Agreement. Upon any such termination, at the conclusion of the current hockey season, the Parties shall cause the Association to be wound-up and voluntarily dissolved, and the remaining assets of the Association shall be divided between the Parties on an equal basis up to and including the initial financial contribution made by the Parties, and on a per capita registered player basis for any amounts in excess of these initial contributions. Thereafter, the Parties shall return to their status and borders as Centres immediately prior to entering into this Agreement in which the Parties ran independent Representative Team and Local League hockey programs.

ARTICLE 22 GENERAL

22.1 Entire Agreement

- a. This Agreement constitutes the entire agreement between the Parties pertaining to the matters set out herein, and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to that subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pertaining to that subject matter. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

22.2 Amendments and Waivers

- a. Subject to Article 19, no amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

22.3 Assignment

- a. Except as may be expressly provided in this Agreement, no Party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

22.4 Independent Legal Advice

- a. The Parties acknowledge that they have entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Parties acknowledge

that they have been afforded the opportunity to obtain independent legal advice and confirm by the execution of this Agreement that they have either done so or waived their right to do so, and agree that this Agreement constitutes a binding legal obligation and that they are estopped from raising any claim on the basis that they have not obtained such advice.

22.5 Execution and Delivery

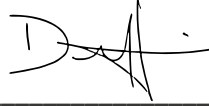
- a. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

IN WITNESS OF WHICH the Parties have duly executed this Agreement on the 26 day of November, 2024, as evidenced by the signatures below of their duly authorized officers.

MIDLAND MINOR HOCKEY ASSOCIATION

PENETANG MINOR HOCKEY ASSOCIATION INC.

President of Midland Minor Hockey
Colleen Baker



President of Penetang Minor Hockey
Duane Homick

SCHEDULE "A"

MATTERS UNDER THE EXCLUSIVE JURISDICTION OF THE ASSOCIATION

- a. All issues involving the administration of a centrally managed and jointly administered Representative Hockey Program on behalf of the Parties.
- b. Operation of a centrally administered player registration process, allowing eligible players to register with the Association as a newly created Representative Hockey Centre, through Hockey Canada.
- c. Implementation of a consistent registration and player fee structure for both the Representative and Local League Hockey operations of the Parties.
- d. Management of a centralized treasury and finance function, for all applicable player registration and team related fees, with an internal allocation of pro-rated fees to the Local League organizations on a per capita player basis.
- e. Exclusive point of contact and decision maker for both the Representative and Local League hockey programs operated by the Parties, for all governance related, insurance, program compliance and regulatory issues involving the OMHA, OHF, Hockey Canada, and any applicable AAA affiliate, including the right to exercise all voting, delegate selection, appeal, and player movement/release rights on behalf of both the Association and the Parties.
- f. Responsibility for all matters involving player residency, player movement, Affiliated Player (AP) opportunities, territorial agreements/disputes with surrounding Associations, borders, centrepont determination, travel permits, and affiliation rights to any other organizations.
- g. Responsibility for negotiating and securing favorable municipal ice contracts on behalf the Representative and Local League Hockey operations of both Parties, as well as responsibility for administering any ice allocation and scheduling functions required by the Parties.
- h. Responsibility for setting the pay schedule for referees and time keepers, scheduling and administering referees and timekeepers for all Representative and Local League Hockey operations.
- i. Selection and appointment of all Representative Hockey Coaches and Support Staff.
- j. Administration of Representative Hockey Tryout Process.
- k. Rep Hockey equipment, uniform, team and fan wear purchases and administration.
- l. Responsibility for player skill development for all Representative Hockey teams.

- m. Responsibility for coaching qualification & coaching development for all Representative Hockey teams.
- n. Representative Hockey community matters involving volunteers, sponsors, fundraising and special events.
- o. Responsibility for administering a joint tournament function on behalf of the Parties at both the Local League and Representative Hockey levels
- p. Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and Disciplinary matters involving Representative Hockey players, parents and coaching staff.

SCHEDULE "B"

MATTERS UNDER THE EXCLUSIVE JURISDICTION OF THE LOCAL LEAGUE ORGANIZATIONS

- a. Day to day management and administration of Local League teams.
- b. Day to day management and administration of U9 and below programs including IP.
- c. Day to day management of U21 programs
- d. Selection and appointment of Local League Coaches and Support Staff.
- e. Assignment of players to their Local League teams for the purpose of creating similar calibre teams (applies only if multiple teams per age group exist)
- f. Responsibility for player skill development for all Local League Hockey teams.
- g. Responsibility for coaching qualification & coaching development for all Local League Hockey teams.
- h. Local League equipment, uniform, team and fan wear purchases and administration.
- i. Local League community matters involving volunteers, sponsors, fundraising and special events.
- j. Ongoing financial independence regarding the use of Local League owned assets, equipment and segregated monetary reserves not specifically allocated by the Local League Organization for shared use by the Association
- k. Responsibility for participating in a joint tournament function on behalf of the Parties for Local League specific tournaments
- q. Responsibility for all Risk Management, Safety, OMHA Code of Conduct, Respect in Sport, and Disciplinary matters involving Local League Hockey players, parents and coaching staff.

SCHEDULE "C"

PRINCIPLES REGARDING PROGRAM HARMONIZATION, STANDARDIZATION OF FEES AND PLAYER FEE ALLOCATION

During negotiations, the Parties discussed the importance of harmonizing the Local League program formats between Midland Minor Hockey, and Penetang Minor Hockey, in order to ensure that player registration fees between the two Local League Centres can be comparable, and to provide a level playing field with respect to player development for all players in Midland and Penetang regardless of residency. In order to achieve a basic level of consistency between the two programs, the Parties have agreed to the following principles:

- a. To the fullest extent possible, available ice time for Local League teams will be standardized between the Local Associations in terms of weekly practice time availability and number of games;
- b. The Parties will attempt to maintain consistent start and end dates for their Local League programs throughout the season, to ensure balanced ice time is maintained;
- c. The Parties will make reasonable efforts to maintain reasonable team sizes at the Local League level to help ensure that players receive adequate ice time;
- d. The Board will develop a mutually agreeable process and rotation schedule for allocating the Representative Hockey Teams equally among the Parties' arenas, in order to avoid having such teams unduly centralized in any single location. The overall goal shall be to reasonably distribute ice time for the Representative Teams in a fair and reasonable manner throughout Midland and Penetang to avoid any unnecessary disruption for the Local League Teams, which are to the fullest extent possible, intended to play out of their home arenas, with minimal travel and inconvenience for the Local League member families;
- e. Referee and Timekeeper costs will be kept consistent between the Centres;
- f. The Parties will work together to develop and coordinate a comprehensive skill development program available to players at the Local League level from all Centres, to help ensure that all players within Midland and Penetang receive reasonably comparable development opportunities
- g. To the extent that additional fees may be required beyond basic registration fees to help fund additional ice time, tournaments, team wear, equipment, etc..., the Local League Organizations

will have the flexibility to raise the necessary funds for such additional costs through the application of team fees, player surcharges, and/or fundraising.

SCHEDULE "D"

BY-LAWS OF THE ASSOCIATION

Note: See Mutually Agreed Upon By-laws That Exist as a Stand-Alone Document

SCHEDULE "E"

BASIC PRINCIPLES REGARDING ALIGNMENT OF TRYOUT POLICIES

During the negotiation of this Agreement, the Parties had significant discussions regarding the importance of developing harmonized policies regarding both Representative Team Tryouts, as well as the Coaching Selection Process for the Association. The Parties agreed that the Association's Board will have ultimate authority in terms of developing such Policies, but that this process will have regard to the following basic principles:

- a. The Association will establish a Player Selection Committee to be co-chaired by the President and Vice President of the Association.
- b. The Player Selection Committee will be responsible for drafting a comprehensive policy to manage the Tryout and Team Selection Process which shall be submitted to the Association's Board for approval prior to the commencement of tryouts.
- c. The Player Selection Committee will be responsible for recruiting a neutral Evaluation Panel to conduct objective player evaluations that will be used for the purposes of validating player selection.
- d. The Association will publish the applicable tryout schedules well in advance through different media channels.
- e. All players wanting to try out for an Association Rep team must register with the Association prior to participating in the tryouts.
- f. The Association will determine the applicable fee for the Tryouts which must be paid as a condition of participating in the Tryouts.
- g. Icing competitive and viable A level Representative teams will be the priority of the Association, before alternative Rep teams at any other level are considered.
- h. All players participating must try out for either the Major or Minor A team classification first and if not selected, will be eligible to tryout for a combined BB/B team.
- i. The availability of BB/B Teams will be at the discretion of the Board, and subject to a consideration of available player numbers to make such a team viable and without having a significant negative impact on local league team sizes and competitiveness.
- j. All Players wishing to play for any Rep Team will be expected to attend all tryouts held for that team until released by the team Coach and Tryout Committee. Exceptions may be at the discretion of the coaching staff and/or the Association Board and must be made in writing prior to tryouts.

- k. Players that do not attend the A tryouts will not be eligible to tryout or roster with any applicable BB/B team, subject to any exceptions determined by the Board.
- l. Any player that could not attend the Rep Tryouts due to an acceptable reason may be given the opportunity to make the team by trying out and being evaluated by the Coach and Tryout Committee, where the following exceptions apply:
 - i. The player is an incumbent rep player but could not attend due to injury, family commitment or any other reason that will be forwarded and approved by the Try out Committee and Coach prior the tryouts.
 - ii. The player played Rep hockey in a different center and recently moved into Association territory; or
 - iii. The player was cut from a Junior or AAA team and resides within Association territory.
- m. Any player that is underage and wants to try out for the older representative team can do so under the OMHA regulations. The Player must be evaluated as possessing exceptional skill and given permission to continue the tryout process with the older age group at the A level. All evaluators must all concur that the player has the exceptional status and he may be granted an exception to move up except for the following:
 - i. The player's own age team does not have the minimum Association player count;
 - ii. A major team cannot form under the OMHA requirements;
 - iii. Not given unanimous exceptional player status; The Association reserved the right to make the final decisions on all player movements.
- n. U10 through to U18 must take a minimum of 15 Skaters and 2 goalies any deviation to these numbers must be approved by the Association.
- o. The Tryout Committee of the Board shall appoint an Evaluation Panel composed of independent evaluators, possessing significant hockey experience. These evaluators may be coaches from the Association (current or retired), board members, member volunteers, or professional hockey instructors whose role will be to help assess players participating in the Tryout Process in an objective manner.
- p. Members of the Evaluation Panel shall not have any conflict of interest with specific players being evaluated. Panel members shall observe the Tryout Process and evaluate players using the system and forms provided for in the Hockey Canada Development Guide for Player Evaluation and Selection. The results of these evaluations shall be kept confidential. Throughout the Tryout Process, the Evaluation Panel will meet and consult with the Coach for the purposes of providing advice, guidance and recommendations regarding player selection.

- q. Before coaches make any cuts or inform any player about an offer it must be approved by the Evaluation Panel. The Association's Board will advise the Coach and Evaluation Panel about the number of players that can be selected, having regard to overall registration numbers and tryout attendance.
- r. Where the Coach's selections are not reasonably consistent with the opinion of the Evaluation Panel, any disagreement will be resolved by the Player Selection Committee of the Board.
- s. Players cut during tryouts will be given strong consideration for potential AP opportunities.
- t. If an additional player moves into Association residency and is eligible to roster to a Rep team, he or she will be granted a maximum of three skates with the team and evaluated as per the tryout evaluation process. New players moving into territory may not dislodge a previously selected player but can be added to the Roster, should their tryout be successful.

SCHEDULE "F"

BASIC PRINCIPLES REGARDING ALIGNMENT OF COACH SELECTION POLICIES

During the negotiation of this Agreement, the Parties had significant discussions regarding the importance of developing harmonized policies regarding both Representative Team Tryouts, as well as the Coaching Selection Process for the Association. The Parties agreed that the Association's Board will have ultimate authority in terms of developing such Policies, but that this process will have regard to the following basic principles:

- a. The Association will establish a Coaching Selection Committee to be co-chaired by the President and Vice President of the Association
- b. The Coaching Selection Committee will be responsible for drafting a comprehensive policy to manage the Coaching Selection Process which shall be submitted to the Association's Board for approval.
- c. Underlying goals for the Association Coaching Selection Policy will be to:
 - i. Select the best qualified individual to be the Head Coach
 - ii. Select Coaches willing to support the Hockey Canada Development Curriculum and efforts by the Association's Board to promote an integrated skill development program
 - iii. Promote non-parent Coaching Staffs (where possible) and encourage parent Head Coaches to have non-parent Coaching Staff (where possible)
 - iv. Encourage Coaches to develop and improve their credentials through Coaching development opportunities
- d. Selection Process:**
 - i. Coaching positions will be awarded using an interview and selection process, with the position being awarded to the candidate with the highest combined score.
 - ii. The Coaching Selection Committee will select candidates who will then be recommended to the Association's Board for ratification and approval.
- e. As a condition of being awarded a Coaching position, all Coaches will be required to enter into a Coaching Agreement, confirming their agreement to comply with the Association and OMHA Code of Ethics, and willingness to follow strategic advice and direction from the Association's Board with respect to the overall management of team affairs, including skill and technical development issues.
- f. A satisfactory Vulnerable Sector Check (VSC) will be required for all Coaches and Bench Staff as per OMHA Regulations.

- g. All Coaching Staff members recommended by a Head Coach will be subject to review and approval by the Association's Board.