

Erie North Shore Amherstburg AMALGAMATION AGREEMENT THIS

AGREEMENT dated as of the 17th day of January, 2025,

BETWEEN:

Erie North Shore Minor Hockey Association, a corporation without share capital originally incorporated under the *Corporations Act* (Ontario), and is now governed by and validly existing under the *Ontario Not-for-Profit Corporations Act, 2010*,

("ENSMHA")

- and -

Amherstburg Minor Hockey Association, a corporation without share capital originally incorporated under the *Corporations Act* (Ontario), and will be governed by and validly existing under the *Ontario Not-for-Profit Corporations Act, 2010*,

("AMHA")

For the purposes of this Agreement, ENSMHA, and AMHA are hereinafter sometimes referred to collectively as the "**Amalgamating Associations**" or individually as an "**Amalgamating Association**"

WHEREAS:

- A. ENSMHA is a corporation governed by, and not in default under, the *Ontario Not-for-Profit Corporations Act, 2010* and has the same or similar purpose to AMHA;
- B. AMHA is a corporation governed by, and not in default under, the *Ontario Not-for-Profit Corporations Act, 2010* and has the same or similar purpose to ENSMHA;
- C. ENSMHA and AMHA are both member associations in good standing with the Ontario Minor Hockey Association Inc. ("**OMHA**");
- D. Each of the Amalgamating Associations has made full disclosure to the other of all its material assets and liabilities; and
- E. The Amalgamating Associations, subject to the approval of their respective boards of directors and members acting in accordance with the provisions of the *Ontario Not-for-Profit Corporations Act, 2010*, have agreed to amalgamate upon the terms and conditions hereinafter set out;

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

- 1. **Definitions.** In this Agreement, the following terms shall have the following meanings, respectively:
 - (a) "**Act**" means the *Ontario Not-for-Profit Corporations Act, 2010*, and any statute amending or enacted in substitution therefore, from time to time;

- (b) "**Amalgamated Association**" or "**EAMHA**" means the not-for-profit corporation continuing from the amalgamation of the Amalgamating Associations;
- (c) "**Amalgamation**" means the amalgamation of the Amalgamating Associations as contemplated in this Agreement; and
- (d) "**Effective Date**" means the 30th day of April, 2025, or such later date as may be agreed upon by the board of directors of the Amalgamating Associations, on which the conditions to the Amalgamation, and all steps to implement the Amalgamation as set forth in this Agreement are taken and satisfied, and a certificate of amalgamation has been issued under the Act.

2. Amalgamation. The Amalgamating Associations agree to amalgamate pursuant to the provisions of the Act as of the Effective Date and to continue as one corporation without share capital on the terms and conditions herein described.

3. Name. The name of the Amalgamated Association shall temporarily be "Lake **Erie Minor Hockey Association**", until such a time as a new agreed upon name may be approved by the boards of directors of the Amalgamated Association.

4. Purposes. The purpose of the Amalgamated Association is to establish and operate a minor hockey association:

- a) To organize, develop and promote interest in amateur minor hockey for the youth within the geographic boundaries that the Amalgamated Association operates;
- b) To provide an opportunity for all eligible individuals to participate in recreational ice hockey, and to provide community-based programs, which will allow a hockey player to participate in an environment for fun, physical exercise and fair play;
- c) To provide for the development of and participation in representative ice hockey, and the opportunity to participate at the highest competitive level for the association;
- d) To maintain strong local league programs for players in the Amalgamating Associations;
- e) To arrange hockey games, tournaments, and provide development for Amalgamated Association players;
- f) To instill in all players, coaches, managers and members associated with the Amalgamated Association, good sportsmanship and behavior on and off the ice, respect for authority and team play; and
- g) Such other complementary purposes not inconsistent with these purposes.

5. Powers. For the above-mentioned purposes, and as incidental and ancillary thereto, the Amalgamated Association may exercise any of the powers as described by the Act or by any other statutes or laws from time to time applicable, except where such power is contrary to the statutes or common law relating to not-for-profit, non-share capital corporations within the province of Ontario.

6. Special Provisions.

- (a) The Amalgamated Association shall be carried on without the purpose of gain for its members and any profit or accretions to the Amalgamated Association shall be used in promoting its purposes;
- (b) The Amalgamated Association's directors and officers shall serve as such without remuneration and shall not directly or indirectly receive any profit from their position, provided that the directors may be paid reasonable expenses incurred by them in the performance of their duties; and

- (c) Upon the dissolution of the Amalgamated Association and after satisfying all the debts and liabilities, its remaining property shall be distributed or disposed of by the board of directors in accordance with the provisions of the Act.
- 7. Head Office.** The head office of the Amalgamated Association shall, until otherwise determined in accordance with the Act, be located at Harrow, Ontario.
- 8. Supervision of Amalgamated Association.** The affairs of the Amalgamated Association shall be under the supervision of the board of directors, subject to the provisions of the Act and the Amalgamated Association's by-laws.
- 9. Board of Directors.**
- (a) **Number:** The board of directors of the Amalgamated Association shall, until otherwise changed in accordance with the Act, consist of a minimum of three (3) and a maximum of thirty-five (35) directors, subject to the by-laws of the Amalgamated Association.
- (b) **First Directors:** The first directors comprising the board of directors of the Amalgamated Corporation shall be as follows:

<i>Name</i>	<i>Address for Service</i>	<i>Position</i>	<i>Term</i>
Wes Ewer	243 McAfee Street, Harrow, ON NoR-1Go	President	1 Year
Gary Toupin	243 McAfee Street, Harrow, ON NoR-1Go	President	1 Year
Julie McLean	243 McAfee Street, Harrow, ON NoR-1Go	Vice President Administration	1 year
Gerry Vigneux	243 McAfee Street, Harrow, ON NoR-1Go	Vice President Travel	1 Year
Adam Armaly	243 McAfee Street, Harrow, ON NoR-1Go	Vice President Travel	1 year
Susan Gaudreau	243 McAfee Street, Harrow, ON NoR-1Go	Vice President Local League	1 Year
Heide Mikkleson	243 McAfee Street, Harrow, ON NoR-1Go	Vice President Local League	1 Year
Tammy Deschamps	243 McAfee Street, Harrow, ON NoR-1Go	Treasurer	1 Year
Nelson Ferreira	243 McAfee Street, Harrow, ON NoR-1Go	Treasurer	1 Year
Jessica Esipu	243 McAfee Street, Harrow, ON NoR-1Go	Secretary	1 Year
Jacqui MacLeod	243 McAfee Street, Harrow, ON NoR-1Go	Secretary	1 Year
Renee Gay	243 McAfee Street, Harrow, ON NoR-1Go	Registrar	1 Year

Debbie Toupin	243 McAfee Street, Harrow, ON NoR-1Go	Registrar	1 Year
Josh Leeman	243 McAfee Street, Harrow, ON NoR-1Go	Travel Convenor	1 Year
Jeff Lawrenson	243 McAfee Street, Harrow, ON NoR-1Go	Director of Player and Coach Development	1 Year
Matt Fox	243 McAfee Street, Harrow, ON NoR-1Go	Director of Disciplinary/Risk management	1 Year
<i>Name</i>	<i>Address for Service</i>	<i>Position</i>	<i>Term</i>
Kelly Ellenberger	243 McAfee Street, Harrow, ON NoR-1Go	Equipment Manager	1Year
Stephanie Katt	243 McAfee Street, Harrow, ON NoR-1Go	Fundraising Director	1Year
Danielle Demitroff	243 McAfee Street, Harrow, ON NoR-1Go	Ice Scheduler	1Year
Jordan Long	243 McAfee Street, Harrow, ON NoR-1Go	Communications	1 Year
Jessica Cockram	243 McAfee Street, Harrow, ON NoR-1Go	Tournaments	1 Year
Marc Renaud	243 McAfee Street, Harrow, ON NoR-1Go	Past President	1 Year
Stuart Dumouchelle	243 McAfee Street, Harrow, ON NoR-1Go	Compliance and Risk Management	1 Year
Ashley Incitti	243 McAfee Street, Harrow, ON NoR-1Go	Ice Scheduler	1 Year
Shawn Marontate	243 McAfee Street, Harrow, ON NoR-1Go	Player/Coach Development	1 Year
Sean Hammond	243 McAfee Street, Harrow, ON NoR-1Go	Head Trainer	1 Year
Bret Olsen	243 McAfee Street, Harrow, ON NoR-1Go	Equipment Manager	1 Year
Jay Lynaugh	243 McAfee Street, Harrow, ON NoR-1Go	Association Development	1 Year
Steven Ralph	243 McAfee Street, Harrow, ON NoR-1Go	Business Affairs – Local League	1 Year
Jen Gritke	243 McAfee Street, Harrow, ON NoR-1Go	Travel Affairs	1 Year

Colin Sellick	243 McAfee Street, Harrow, ON NoR-1Go	Sponsorships and Fundraising	1 Year
Dan Friesen	243 McAfee Street, Harrow, ON NoR-1Go	Sponsorships and Fundraising	1 Year
Greg Wiper	243 McAfee Street, Harrow, ON NoR-1Go	Director	1 Year
Jeff Barker	243 McAfee Street, Harrow, ON NoR-1Go	Director	1 Year
Sandy Repko	243 McAfee Street, Harrow, ON NoR-1Go	Lifetime Member	1 Year

- (c) Each of the directors listed in 9(b) above is a resident Canadian and the said directors shall hold office until their successors are duly elected or appointed in accordance with the Amalgamated Association's articles of amalgamation and its by-laws.
- (d) Once the inaugural year of the Amalgamated Association is complete, all directors will be elected to serve for a term, in accordance with the provisions set out in the Amalgamated Association's bylaws.

10. Members. The membership of all members of both ENSMHA and AMHA shall terminate as of the Effective Date and automatically be converted into memberships in the Amalgamated Association, together with any other persons who may be admitted as members pursuant to the by-laws of the Amalgamated Association, subject to the following membership provisions to be set out in the Amalgamated Association's articles of amalgamation or by-laws, as may be required by the Act:

(a) CLASSES OF MEMBERSHIP

There shall be three (3) classes of membership in the Association:

- (i) Active Membership;
- (ii) Parent/Guardian Membership;
- (iii) Honorary Membership

(b) MEMBERSHIP, ELIGIBILITY AND VOTING ENTITLEMENT

Terms and Eligibility

- (i) Active Membership: Active members shall consist of all directors, conveners, committee members, all team officials rostered to active Amalgamated Association teams, all registered players who are at least eighteen (18) years of age and in good standing with the Amalgamated Association. Members in this classification shall be entitled to one (1) vote per person at any meeting of the members.
- (ii) Parent/Guardian Membership: Parent/Guardian Members shall consist of all parents or legal guardians of registered players under the age of eighteen (18) years of age and in good standing with the Amalgamated Association. Members in this classification shall be entitled to one (1) vote per

eligible registered player at any meeting of the members. Where an eligible registered player has two parents or legal guardians, only one (1) vote shall be cast with respect to said eligible registered player.

- (iii) Honorary Members: An Honorary membership may be granted to an individual who has rendered extraordinary and distinguished service to the Amalgamated Association. Individuals may be nominated by any voting member at a meeting of the members or by the board and in order for such nomination to have effect, it must be confirmed by a majority vote of the board or the members (where such nomination is proposed at a meeting of the members) of the Amalgamated Association. All individuals who were previously designated as "Life Members" of ENSMHA and AMHA shall be deemed to be an Honorary Member of the Amalgamated Association. Honorary Members shall have no voting rights.

(c) ONE PERSON – ONE CLASS OF MEMBERSHIP:

While a member may be qualified for more than one (1) class of membership, no person may hold more than (1) class of membership at any members' meeting. It is therefore mandatory that each member shall declare himself/herself prior to the start of any meeting of the membership and advise the chairperson of the membership class he/she wishes to represent. Once the meeting is called to order, the member must remain in that class of membership and may not change to another category or class of membership.

11. Assets and Liabilities. Upon the issuance of a certificate of amalgamation for the Amalgamated Association,

- (a) The Amalgamating Associations are amalgamated and continue as the Amalgamated Association under the terms and conditions set out in this Agreement;
- (b) The Amalgamating Associations cease to exist as entities separate from the Amalgamated Association;
- (c) The Amalgamating Associations shall contribute to the Amalgamated Association all of their respective property and assets, subject to all of their respective liabilities;
- (d) The Amalgamated Association shall possess all the property, rights, privileges, and franchises and be subject to all liabilities, including civil, criminal, and quasi-criminal, and all contracts, disabilities, and debts of each of the Amalgamating Associations;
- (e) A conviction against, or ruling, order or judgment in favour or against an Amalgamating Association may be enforced by or against the Amalgamated Association;
- (f) The articles of amalgamation shall be deemed to be the articles of incorporation of the Amalgamated Association and shall be deemed to be the certificate of incorporation of the Amalgamated Association; and
- (g) The Amalgamated Association is deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Association before the amalgamation becomes effective.

- 12. Trust Funds.** On the Effective Date, all gifts, trusts, bequests, pledges, devises and grants of real or personal property or of the income or proceeds thereof, heretofore expressed by a person in a deed, will bequest or other document, to be made, given or conveyed to ENSMHA or AMHA, or to any person in trust for or for the benefit of the foregoing, shall, insofar as the same shall not have vested in possession or been carried into effect on the date this Amalgamation comes into force, shall, subject to any applicable law and if practicable, be applied by the Amalgamated Association for the exclusive use and benefit for the purpose of which such funds were so designated. Any funds not so designated shall be allocated by the Amalgamated Association in accordance to the directions of its board of directors.
- 13. Accounts.** In the inaugural year of the Amalgamated Association, ENSMHA and AMHA will contribute the entirety of their assets to the EAMHA operations account.
- 14. By-laws.** The Amalgamating Associations hereby agree that the general by-law of the Amalgamated Association shall, to the extent not inconsistent with this Agreement, be the proposed form of by-law attached hereto as Schedule "A", until otherwise repealed, amended, or altered.
- 15. Boundaries and Centre Point.** The Amalgamating Associations hereby agree that the boundaries and centre point of the Amalgamated Association shall be as set forth in Schedule "B" attached hereto until otherwise amended or altered.
- 16. Actions.** No action or proceeding by or against any of the Amalgamating Associations shall abate or be affected by the Amalgamation.
- 16. Conditions Precedent to Amalgamation.** Notwithstanding anything to the contrary contained herein, the respective obligations of the Amalgamating Associations to complete the transactions contemplated by this Agreement, the Amalgamation shall be subject to the satisfaction of the following conditions:
- (a) this Agreement, with or without amendment, shall have been approved and adopted by the board of directors of each of the Amalgamating Associations, at a meeting of directors called and held in accordance with the Act;
 - (b) this Agreement shall have been approved by the board of directors of the OMHA; and
 - (c) this Agreement, with or without amendment, shall have been approved and adopted by special resolution of the members of each of the Amalgamating Associations at a meeting of members called and held in accordance with the Act.
- 17. Application.** Upon the directors and members of each of the Amalgamating Associations approving and adopting this Agreement in accordance with the Act, at meetings thereof called for the purpose of considering this Agreement, such fact shall be certified upon the Agreement by the Secretary of each of the parties hereto, and the parties hereto by their joint application shall, on the day as may be agreed upon by the board of directors of the Amalgamating Associations, apply to the appropriate authorities in the Province of Ontario for a certificate of amalgamation to give effect to the Amalgamation.
- 18. Amendments.** This Agreement may, prior to the endorsement of articles of amalgamation, be amended by resolution of the board of directors of each of the Amalgamating Associations without further approval of the members of each of the Amalgamating Associations.
- 19. Termination.** This Agreement may, prior to the endorsement of articles of amalgamation, be terminated by resolution of the board of directors of either of the Amalgamating Associations notwithstanding the approval of this Agreement by the members of both the Amalgamating Associations.

- 20. Further Assurances.** 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 or appropriate to give effect to the provisions and intent of this Agreement.
- 21. Counterparts/Electronic Signatures.** 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, email or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- 22. Dissolution of Amalgamation.** In the event the EAMHA membership is dissatisfied with the Amalgamation within the first two (2) years after the Effective Date, a two-thirds (2/3rds) majority vote by a special resolution passed at a members' meeting will be required to approve the dissolution of EAMHA.

IN WITNESS WHEREOF the Amalgamating Associations have duly executed this Agreement on the 10th day of December, 2024, as evidenced by the signatures below of their duly authorized officers.

Erie North Shore Minor Hockey Association

Amherstburg Minor Hockey Association



Gary Toupin
President



Wes Ewer
President



Julie McLean
Vice-President - Administration



Adam Armaly
Vice-President - Travel

We have authority to bind the association

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Schedule "A"

General By-law of Amalgamated Association

(see separate file of EAMHA Bylaws as a stand-alone document) **Schedule "B"**

Boundaries and Centre Point

The centre point of the new Minor Hockey Association shall be 5050 Marsh Road, Harrow, Ontario, N0R-1G0 (42.06802 N, 82.91550 W), subject to OMHA approval.

The Boundaries shall be determined by OMHA upon application approval.