

SIXTH LICENCE EXTENSION AND AMENDING AGREEMENT

THIS LICENCE made in duplicate as of November 1, 2020.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “**Licensor**”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

(the “**Licensee**”)

WHEREAS:

- A. By a licence agreement dated February 15, 2015, (the “Original Licence”), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (“MEDEI”) for a term of three (3) months commencing on February 15, 2015 and ending on May 14, 2015 (the “Original Term”), the premises more particularly described as eight hundred (800) square feet as set out in Schedule “C” attached thereto (the “Licensed Premises”), in the building municipally known as 1300 Frog Creek Road (the “Building”), in the unorganized township of Miscampbell, also in the Town of Fort Frances, in the Province of Ontario (the “Lands”), as more particularly described in Schedule “A” attached thereto, in addition to other terms and conditions as set out therein.
- B. By a licence extension and amending agreement dated November 1, 2015 (the “First Licence Extension and Amending Agreement”), the Licensor and the MEDEI agreed to extend the Original Term in accordance with the terms of the Original Licence, with an extension term commencing on January 1, 2016 and expiring on March 31, 2016 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- C. Pursuant to the terms of the First Licence Extension and Amending Agreement, the MEDEI was entitled to extend the First Extension Term for three (3) additional terms of five (5) months each.
- D. The MEDEI exercised its right to extend the First Extension Term by a second licence extension and amending agreement dated November 1, 2016 (the “Second Licence Extension and Amending Agreement”) with an extension term commencing on November 1, 2016 and expiring on March 31, 2017 (the “Second Extension Term”), in addition to other terms and conditions as set out therein.
- E. Pursuant to the terms of the Second Licence Extension and Amending Agreement, the MEDEI was entitled to extend the Second Extension Term for one (1) additional term of five (5) months.
- F. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- G. The MOI exercised its right to extend the Second Extension Term by a third licence extension and amending agreement dated November 1, 2017 (the “Third Licence Extension and Amending Agreement”) with an extension term commencing on November 1, 2017 and expiring on March 31, 2018 (the “Third Extension Term”), in addition to other terms and conditions as set out therein.

- H. Pursuant to the terms of the Third Licence Extension and Amending Agreement, the MEDEI was entitled to extend the Third Extension Term for two (2) additional terms of five (5) months each.
- I. The MOI exercised its right to extend the Third Extension Term by a fourth licence extension and amending agreement dated November 1, 2018 (the "Fourth Licence Extension and Amending Agreement") with an extension term commencing on November 1, 2018 and expiring on March 31, 2019 (the "Fourth Extension Term"), in addition to other terms and conditions as set out therein.
- J. Pursuant to the terms of the Fourth Licence Extension and Amending Agreement, the MOI was entitled to extend the Fourth Extension Term for three (3) additional terms of five (5) months each, and the parties agreed that the three (3) additional options to extend the Fourth Extension Term would supersede any remaining options to extend contained in the First Licence Extension and Amending Agreement, the Second Licence Extension and Amending Agreement and the Third Licence Extension and Amending Agreement.
- K. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the Ministry of Infrastructure Act, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services.
- L. The Licensee exercised its first right to extend the Fourth Extension Term by a fifth licence extension and amending agreement dated November 1, 2019 (the "Fifth Licence Extension and Amending Agreement") with an extension term commencing on November 1, 2019 and expiring on March 31, 2020 (the "Fifth Extension Term"), in addition to other terms and conditions as set out therein.
- M. Pursuant to the terms of the Fifth Licence Extension and Amending Agreement, the Licensee was entitled to extend the Fifth Extension Term for one (1) additional terms of five (5) months.
- N. By a letter dated January 30, 2020, the Licensee exercised its right to extend the Fifth Extension Term in accordance with the terms of the Fifth Licence Extension and Amending Agreement, with an extension term commencing on November 1, 2020 and expiring on March 31, 2021 (the "Sixth Extension Term").
- O. The Original Licence, the First Licence Extension and Amending Agreement, the Second Licence Extension and Amending Agreement, the Third Licence Extension and Amending Agreement, the Fourth Licence Extension and Amending Agreement, the Fifth Licence Extension and Amending Agreement and this sixth licence extension and amending agreement (the "**Sixth Licence Extension and Amending Agreement**") are hereinafter collectively referred to as the "**Licence**", except as specifically set out herein.
- P. The parties have agreed to extend and amend the Licence on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The Licence is hereby extended for a further term of five (5) months commencing on November 1, 2020 and ending on March 31, 2021 (the "**Sixth Extension Term**"), at an annual licence fee of Seven Thousand, One Hundred and Seventeen Dollars and Fifty Cents (\$7,117.50) (the "**Licence Fee**"), payable in advance in equal monthly instalments of One Thousand, Four Hundred and Twenty-Three Dollars and Fifty Cents (\$1,423.50) on the first day of each month during the Sixth Extension Term.

The annual Licence Fee is based on sixty-five (65) days of use per annum (being three (3) days of use per week) at a rate of One Hundred and Nine Dollars and Fifty Cents (\$109.50) per day. Any additional days of use will be paid for by the Licensee at the above-mentioned

daily rate upon receipt of an invoice from the Licensor for such additional use, such invoice to be issued once a year at the end of the calendar year in which such charges were incurred.

Any additional days are to be invoiced to the following:

Ministry of Natural Resources and Forestry
300 Water Street, 3rd Floor N
Peterborough, Ontario K9J 8M5
Attention: Facilities Manager

3. The Licensee shall continue to have the right to terminate this Licence at any time, by giving the Licensor not less than fourteen (14) days' prior written notice of termination without penalty, compensation, damages or bonus.

In the event the Licensee exercises such right of termination, the Licensor shall promptly refund the Licensee any prepaid Licence Fee with respect to the period following the effective date of the early termination, calculated on a pro rata basis based on the remaining number of days in the current licence period.

4. The extension contemplated pursuant to this Licence is subject to all the covenants and agreements contained in the Licence, as amended, renewed and extended from time to time, save and except:

- (a) The Licensee shall be entitled to extend the Licence for one (1) further term of five (5) months (the "**Further Extension Term**"). The Further Extension Term shall be upon the same terms and conditions of the Licence except that there shall be no further right of extension and except for the Licence Fee, which shall for the Further Extension Term be based upon the market licence rate as determined by the parties as of the date which is not less than sixty (60) days prior to the commencement of the Further Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this Licence not less than sixty (60) days prior to the end of the Sixth Extension Term or Further Extension Term, as the case may be.

The Licensor and Licensee acknowledge and agree that the extension right granted in subsection 4(a) of this Sixth Licence Extension and Amending Agreement shall be granted in addition to the two (2) remaining extension rights contained in the Fourth Licence Extension and Amending Agreement and the two (2) remaining extension rights shall continue to survive and remain in full force and effect, for a total of three (3) extension rights.

- (b) Section 7.13, Notices, of the Original Licence is hereby amended to provide the following addresses for notice to the Licensee:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3
Attention: Director, Legal (Leasing and Contract Management)
Fax: (416) 327-3376

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100

Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions – Director, Lease Administration – OILC
Fax: (416) 775-3989

5. GENERAL

- (a) The Licensor and the Licensee hereby mutually covenant and agree that during the Sixth Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Licence.
- (b) The Licensor and any of its successors, assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the Licence or the exercise of any of the rights or obligations of the Licensor hereunder. The Licensor shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

- (c) Except as otherwise specifically provided in this Sixth Licence Extension and Amending Agreement, all words and expressions used in the Original Licence, as extended and amended, shall apply to and be read as applicable to the provisions of this Licence.
- (d) The provisions of this Licence shall be interpreted and governed by the laws of the Province of Ontario.
- (e) The Licensor acknowledges and agrees that the commercial and financial information in the Licence is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.
- (f) This Licence shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

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6. This Licence shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

EXECUTED by each of the parties hereto under seal on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this ____ day of _____, 2020.

**THE CORPORATION OF THE TOWN
OF FORT FRANCES**

Per: _____

Name:

Title:

Authorized Signing Officer

Dated this ____ day of _____, 2020.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer