

THIRD LICENCE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of November 1, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Licensor”)

- and -

OF THE FIRST PART

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(the “Licensee”)

OF THE SECOND PART

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 on 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 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, MEDEI was entitled to extend the First Extension Term for three (3) additional terms of five (5) months each.
- D. By a second licence extension and amending agreement dated November 1, 2016 (the “Second Licence Extension and Amending Agreement”) the Licensor and MEDEI agreed to extend the Term in accordance with the terms of the Original Licence, 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. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the Minister of Infrastructure.
- F. Pursuant to the terms of the Second Licence Extension and Amending Agreement, MEDEI was entitled to extend the Second Extension Term for one (1) additional term of five (5) months, for a total of three (3) further terms of five (5) months each.
- G. The Licensee has now exercised its right to extend the Second Extension Term in accordance with the terms of the Second Licence Extension and Amending Agreement, with an extension term commencing on November 1, 2017 and expiring on March 31, 2018

H. (the “Third Extension Term”), in addition to other terms and conditions as set out herein.

The Original Licence, the First License Extension and Amending Agreement, the Second Licence Extension and Amending Agreement and this third licence extension and amending agreement (the “Agreement”) are hereinafter collectively referred to as the “Licence”, except as specifically set out herein.

I. 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, 2017 and ending on March 31, 2018 (the “Third Extension Term”), at an annual licence fee of Six Thousand, Seven Hundred and Seventeen Dollars and Ten Cents (\$6,717.10) (the “Licence Fee”), payable in advance in equal monthly instalments of One Thousand, Three Hundred and Forty-Three Dollars and Forty-Two Cents (\$1,343.42) on the first day of each month during the Third Extension Term.

The annual Licence Fee is based on three (3) days of use per week at a rate of One Hundred and Three Dollars and Thirty-Four Cents (\$103.34) 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, as a courtesy to the Licensor, at its sole discretion, shall provide twenty-four (24) hours’ notice to the Licensor of its intended time of use of the Licensed Premises.

4. The Licensor shall provide the Licensee with keys for access and security for the Building.

5. The Licensee shall pay to the Licensor all applicable Sales Taxes assessed on the Licence Fee payable by the Licensee to the Licensor under this Licence.

“Sales Taxes” means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensor, or the Licensee, or in respect of this Licence, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

6. The Licensee shall continue to have the right to terminate this 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.

7. The extension contemplated pursuant to this Agreement 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) In the Definitions section of the Original Licence, the definition of “Open Data” shall be inserted:

“**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.”

- (b) In the Definitions section of the Original Licence, the definition of “Open Data Directive” shall be inserted:

“**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (c) Section 7.13, Notices, of the Original License 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
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: 416-326-2854

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

- (d) The Licensee shall be entitled to extend the Licence for two (2) additional terms of five (5) months each (each a “Further Extension Term”). Each 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 each 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 Third Extension Term or Further Extension Term, as the case may be.

The Licensor and Licensee acknowledge and agree that the extension rights granted in subsection 7(c) of this Agreement shall supersede any remaining extension rights contained in the Original Licence, the First Licence Extension and Amending Agreement and the Second Licence Extension and Amending Agreement and any such remaining extension rights contained in the Original Licence, the First Licence Extension and Amending Agreement and the Second Licence Extension and Amending Agreement shall be of no further force and effect.

- (e) The Licensor agrees that upon the request of the Licensee, the Licensor, and any Person hired by the Licensor: (i) to do work on the Building; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise,

shall undergo security screening checks in compliance with Ontario Government policies. The Licensor further agrees that any Person hired by the Licensor to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded.

(f) All sections, clauses or provisions of the Licence which obligate the Licensee to pay interest to the Licensor for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensor, in order to conform with the Licensee's obligation to comply with the Financial Administration Act, R.S.O. 1990, c.F.12, as amended.

8. The Licensor and the Licensee hereby mutually covenant and agree that during the Third 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.

9. 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 License 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.

10. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original Licence shall apply to and be read as applicable to the provisions of this Agreement.

11. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.

12. The Licensor acknowledges and agrees that the commercial and financial information in this Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 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 this Licence or of any information or documents..

13. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

14. This Agreement 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 _____, 20__.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

Dated this ____ day of _____, 20__.

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

Per: _____

Name: _____

Title: _____

Authorized Signing Officer