

**FIFTH LICENSE EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT** made in duplicate as of November 1, 2019.

**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 license agreement dated February 15, 2015, (the “Original License”), 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 license extension and amending agreement dated November 1, 2015 (the “First License Extension and Amending Agreement”), the Licensor and the MEDEI agreed to extend the Original Term in accordance with the terms of the Original License, 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 License 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 license extension and amending agreement dated November 1, 2016 (the “Second License 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 License 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 license extension and amending agreement dated November 1, 2017 (the “Third License 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 License 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 license extension and amending agreement dated November 1, 2018 (the “Fourth License 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 License 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 License Extension and Amending Agreement, the Second License Extension and Amending Agreement and the Third License 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. By a letter dated January 30, 2019, the Licensee exercised its right to extend the Fourth Extension Term in accordance with the terms of the Fourth License Extension and Amending Agreement, with an extension term commencing on November 1, 2019 and expiring on March 31, 2020 (the “Fifth Extension Term”).
- M. The Original License, the First License Extension and Amending Agreement, the Second License Extension and Amending Agreement, the Third License Extension and Amending Agreement, the Fourth License Extension and Amending Agreement and this fifth license extension and amending agreement (the “Fifth License Extension and Amending Agreement”) are hereinafter collectively referred to as the “License”, except as specifically set out herein.
- N. The parties have agreed to extend and amend the License 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 License is hereby extended for a further term of five (5) months commencing on November 1, 2019 and ending on March 31, 2020 (the “Fifth Extension Term”), at an annual license fee of Six Thousand, Eight Hundred and Eighty-Nine Dollars and Sixty Cents (\$6,889.60) (the “License Fee”), payable in advance in equal monthly instalments of One Thousand, Three Hundred and Seventy-Seven Dollars and Ninety-Two Cents (\$1,377.92) on the first day of each month during the Fifth Extension Term.

The annual License Fee is based on three (3) days of use per week at a rate of One Hundred and Seven Dollars and Sixty-Five Cents (\$107.65) 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, 3<sup>rd</sup> Floor N  
Peterborough, Ontario K9J 8M5  
Attention: Facilities Manager

- 3. The Licensee shall continue to have the right to terminate this License 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 License 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 license period.

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

- (a) The Licensee shall be entitled to extend the License for one (1) further term of five (5) months (the "Sixth Extension Term"). The Sixth Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for the Sixth Extension Term be based upon the market license rate as determined by the parties as of the date which is not less than sixty (60) days prior to the commencement of the Sixth 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 License not less than sixty (60) days prior to the end of the Fifth Extension Term.

The Licensor and Licensee acknowledge and agree that the extension right granted in subsection 4(a) of this Fifth License Extension and Amending Agreement shall be granted in addition to the two (2) remaining extension rights contained in the Fourth License 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) A new section, 7.26, Counterparts, shall be added as follows:

**"Section 7.26  
Counterparts**

This License may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument."

**5. GENERAL**

- (a) The Licensor and the Licensee hereby mutually covenant and agree that during the Fifth 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 License.
- (b) Except as otherwise specifically provided in this Fifth License Extension and Amending Agreement, all words and expressions used in the Original License, as amended and extended, shall apply to and be read as applicable to the provisions of this Fifth License Extension and Amending Agreement.
- (c) The provisions of this Fifth License Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.
- (d) The Licensor acknowledges and agrees that the commercial and financial information in this Fifth License Extension and Amending Agreement 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 this Fifth License Extension and Amending Agreement or of any information or documents.
- (e) This Fifth License Extension and Amending Agreement 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 Fifth License Extension and Amending Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

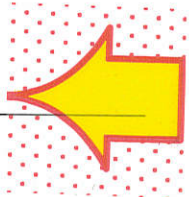
**EXECUTED** by each of the parties hereto under seal on the dates written below.

**SIGNED, SEALED AND DELIVERED**

Dated this \_\_\_\_ day of \_\_\_\_\_ 

**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 GOVERNMENT AND CONSUMER  
SERVICES, AS REPRESENTED BY  
ONTARIO INFRASTRUCTURE AND  
LANDS CORPORATION**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized Signing Officer

