

**THIRD LICENCE EXTENSION AND AMENDING AGREEMENT**

**THIS LICENCE** made in duplicate as of March 1, 2021.

**BETWEEN:**

THE CORPORATION OF THE TOWN OF MINTO

(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 May 1, 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 one (1) year and ten (10) months commencing on May 1, 2015 and ending on February 28, 2017 (the “**Original Term**”), the premises more particularly described as one hundred and fifty-five (155) square feet on the ground floor and identified as the “Meeting Room” (the “**Licensed Premises**”), in the building municipally known as 1 Elora Street North (the “**Building**”), in the Town of Minto, in the Province of Ontario (the “**Lands**”), as more particularly described in Schedule A attached thereto and shown in Schedule “C” attached thereto, in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Licence, the MEDEI was entitled to extend the Original Term for one (1) additional term of two (2) years.
- C. 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 Minister of Infrastructure (“**MOI**”).
- D. The MOI exercised its right to extend the Original Term by a licence extension and amending agreement dated March 1, 2017 (the “**First Licence Extension and Amending Agreement**”) with an extension term commencing on March 1, 2017 and expiring on February 28, 2019 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- E. Pursuant to the terms of the First Licence Extension and Amending Agreement, the MOI was entitled to extend the First Extension Term for one (1) additional term of two (2) years.
- F. 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.
- G. The Licensee exercised its right to extend the First Extension Term by a licence extension and amending agreement dated March 1, 2019 (the “**Second Licence Extension and Amending Agreement**”) with an extension term commencing on March 1, 2019 and expiring on February 28, 2021 (the “**Second Extension Term**”), in addition to other terms and conditions as set out therein.

- H. Pursuant to the terms of the Second Licence Extension and Amending Agreement, the Licensee was entitled to extend the First Extension Term for one (1) additional term of two (2) years.
- I. 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 March 1, 2021 and expiring on February 28, 2023 (the “**Third Extension Term**”), in addition to other terms and conditions as set out herein.
- J. The Original Licence, the First Licence Extension and Amending Agreement, the Second Licence Extension and Amending Agreement and this third licence extension and amending agreement (the “**Third Licence Extension and Amending Agreement**”) are hereinafter collectively referred to as the “**Licence**”, except as specifically set out herein.
- K. 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 the Third Extension Term, commencing on March 1, 2021 and ending on February 28, 2023, at an annual licence fee of Two Thousand, Six Hundred and Seventy-Eight Dollars (\$2,678.00) (the “**Licence Fee**”), payable in advance in equal monthly instalments of Two Hundred and Twenty-Three Dollars and Seventeen Cents (\$223.17) on the first day of each month during the Third Extension Term.

The annual Licence Fee is based on fifty-two (52) days of use per annum at a rate of Fifty-One Dollars and Fifty Cents (\$51.50) 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 the Solicitor General  
25 Grosvenor Street  
13<sup>h</sup> Floor  
Toronto, ON M7A 1Y6  
Attention: Facilities and Capital Planning Branch”

- 3. 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.
- 4. Either party shall continue to have the right to terminate this Licence at any time, by giving the respective other party not less than ninety (90) days’ prior written notice of termination without penalty, compensation, damages or bonus.

In the event the Licensor or 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.

5. 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 three (3) further terms of two (2) years 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 six (6) months prior to the commencement of each 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 three (3) months prior to the end of the Third Extension Term or Further Extension Term, as the case may be.

(b) Section 5.11, Licensee’s Indemnity, shall be amended to insert the underlined words in the first line, as follows:

“Subject to the paragraphs below and Section 7.28, the Licensee shall...”

(c) Section 7.28, Indemnification, shall be inserted into the Original Licence:

**“Section 7.28  
Indemnification**

The parties agree that in order to be entitled to indemnification from either the Licensee under Section 5.11, or from the Licensor under section 6.8 of this License (each, an “Indemnifying Party”) in respect of any matter referred to therein (a “Claim”), each person seeking indemnification (a “Protected Person”) shall comply with the following terms and conditions:

- i) if a Protected Person receives a notice of Claim or Claims, whether actual or threatened, he, she, or it shall promptly deliver to the Indemnifying Party written notice setting forth in reasonable detail all available particulars of the Claim(s);
- ii) upon the written request of the Indemnifying Party, each Protected Person shall furnish to the Indemnifying Party copies of all documents and provide any other information relating to the Claim(s) that is in the possession or under the control the Protected Person;
- iii) each Protected Person shall take all reasonable steps necessary to secure and preserve his, her or its rights in respect of the Claim(s) and, to the extent that the Protected Person has a right to commence a proceeding against another person (whether for damages or indemnification or otherwise) in respect of a matter for which the Protected Person claims indemnification from the Indemnifying Party hereunder, the Protected Person shall assign that right to the Indemnifying Party and subrogate the Indemnifying Party to that right to the extent of the amounts paid by the Indemnifying Party or for which the Indemnifying Party is liable hereunder;
- iv) each Protected Person shall not voluntarily assume any liability in respect of or settle or compromise a Claim(s) or any proceeding relating thereto without obtaining the Indemnifying Party’s prior written consent;
- v) the Indemnifying Party shall have the right to participate in the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, but the Indemnifying Party may not settle any action

commenced against a Protected Person without the written consent of that Protected Person;

- vi) if the Indemnifying Party elects to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, each Protected Person shall cooperate fully with the Indemnifying Party in connection with the same, and each Protected Person shall agree to be represented by legal counsel chosen by the Indemnifying Party, unless, in the opinion of such legal counsel, there would arise a conflict of interest preventing such legal counsel from representing the Protected Person, and, where it is such legal counsel's opinion that a conflict of interest prevents their representing a Protected Person, that Protected Person shall be entitled, subject to the Indemnifying Party's prior written approval, to retain legal counsel of his, her or its choice (it being understood that the Tenant may withhold its approval in relation to any counsel proposed by a Protected Person who does not agree to retainer terms, including fees, consistent with the policies of the Ministry of the Attorney General of Ontario), and the fees and expenses of the Protected Person's counsel incurred in his, her or its representation shall be costs to which this indemnity extends;
- vii) if the Indemnifying Party is not also a party to the Claim, the Protected Party shall consent to any order or leave that may be applied for by the Indemnifying Party to be added as a party or to be allowed to make representations on its own behalf without being a party;
- viii) the expenses incurred by a Protected Person in investigating, defending or appealing any Claim(s) shall, at the Protected Person's request, be paid by the Indemnifying Party as may be appropriate to enable the Protected Person to properly investigate, defend or appeal such Claims(s), with the understanding that if it is ultimately determined that the Protected Person is not entitled to be indemnified hereunder, the Protected Person shall immediately repay such amount(s) so paid, which shall become payable as a debt due to the Indemnifying Party; and
- ix) the Protected Person agrees to pay to the Indemnifying Party all amounts he, she, or it receives as a recovery or reimbursement of any Claim which has been previously indemnified by the Indemnifying Party hereunder.

To the extent necessary to give effect to the foregoing indemnity with respect to the Licensor Indemnified Parties (other than the Licensor), the Licensor shall hold all such rights of indemnification in trust for the benefit of the other Licensor Indemnified Parties. To the extent necessary to give effect to the foregoing indemnity with respect to the Licensee Indemnified Parties (other than the Licensee), the Licensee shall hold all such rights of indemnification in trust for the benefit of the other Licensee Indemnified Parties.”

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

Ontario Infrastructure and Lands Corporation  
1 Dundas Street West, Suite 2000  
Toronto, Ontario M5G 1Z3  
Attention: Vice President, Asset Management  
Fax: (416) 327-1906

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

- (e) Section 6.7, Licensor’s Improvements, of the Original Licence, as amended by the Second Licence Extension and Amending Agreement, is further amended by replacing the words “Error! Reference source not found.” with “Section 6.7”.
- (f) Section 7.27, Counterparts, of the Original Licence, as amended by the Second Licence Extension and Amending Agreement, is deleted in its entirety and replaced with the following:

**“Section 7.27  
Counterparts**

The parties agree that this Licence may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Licence by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Licence.”

**6. GENERAL**

- (a) 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.
- (b) Except as otherwise specifically provided in this Third Licence Extension and Amending Agreement, all words and expressions used in the Original Licence, as previously amended and extended, shall apply to and be read as applicable to the provisions of the Licence.
- (c) The provisions of the Licence 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 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.
- (e) The 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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7. This Third Licence 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 \_\_\_\_\_, 20 \_\_\_\_.

**THE CORPORATION OF THE TOWN OF MINTO**

Per: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

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