

**THIRD LICENSE EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT** made in triplicate as of May 1, 2018.

**BETWEEN:**

**THE CORPORATION OF HALDIMAND COUNTY**

(the “Licensor”)

**OF THE FIRST PART**

- and -

**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 license agreement dated July 1, 1982, (the “Original License”), the Corporation of the Regional Municipality of Haldimand-Norfolk (the “Original Licensor”) did license unto the Her Majesty the Queen in right of Ontario as represented by the Ministry of Government Services (“MGS”) for a term of five (5) years commencing on July 1, 1982 and ending on June 30, 1987 (the “Term”), the premises more particularly described as the parking lot of Munsee Street Courthouse (the “Licensed Premises”), located at 55 Munsee Street in the village of Cayuga, Haldimand County, 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 Order in Council No. 356/93, approved and ordered February 3, 1993, all the powers and duties assigned by law to the MGS were assigned and transferred to the Chair of the Management Board of Cabinet (the “Chair”).
- C. MGS and the Chair occupied the Licensed Premises from July 1, 1987 until June 30, 1996 on an overhold basis as a month-to-month licensee. It is agreed and understood that MGS and the Chair have satisfied all of their covenants and responsibilities during this period.
- D. By a license extension agreement dated May 1, 2000 (the “First License Extension Agreement”) the Original Licensor and the Chair agreed to extend the Term of the Original License for a further term of five (5) years commencing on July 1, 1996 and ending on June 30, 2001 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- E. Effective January 1, 2001, the Original Licensor’s name was changed to the Licensor herein.
- F. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal (“MPIR”).
- G. The Chair and MPIR occupied the Licensed Premises from July 1, 2001 until April 30, 2008 on an overhold basis as a month-to-month licensee. It is agreed and understood that the Chair and MPIR have satisfied all of their covenants and responsibilities during this period.
- H. By a license extension and amending agreement dated March 19, 2008 (the “Second License Extension and Amending Agreement”) the Licensor and MPIR agreed to extend the Term of the Original License for a further term of ten (10) years commencing on May 1, 2008 and ending on April 30, 2018 (the “Second Extension Term”), in addition to other terms and conditions as set out therein.

- I. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure (“MEI”).
- J. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the Ministry of Government Services Act, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure (“MOI”).
- K. Ontario Infrastructure and Lands Corporation (“OILC”) has been delegated MOI’s authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the Ministry of Infrastructure Act, 2011 dated June 6, 2011.
- L. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI’s portfolio.
- M. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (“MEDEI”).
- N. 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 MOI.
- O. Pursuant to the terms of the Second License Extension and Amending Agreement, the Licensee was entitled to extend the Term for three (3) additional terms of five (5) years each.
- P. The Licensee has now exercised its first right to extend the Term in accordance with the terms of the Second License Extension and Amending Agreement with an extension term commencing on May 1, 2018 and expiring on April 30, 2023 (the “Third Extension Term”), in addition to other terms and conditions as set out herein.
- Q. The Original License and this license extension and amending agreement (the “Agreement”) are hereinafter collectively referred to as the “License”, except as specifically set out herein.
- R. 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) years commencing on May 1, 2018 and ending on April 30, 2023 (the “Third Extension Term”), at an annual license fee of Three Thousand Dollars (\$3,000.00) (the “License Fee”), payable in advance on the first day of each year during the Third Extension Term.
- 3. The Licensee shall pay to the Licensor all applicable Sales Taxes assessed on the License Fee payable by the Licensee to the Licensor under this License.

"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 License, 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. The Licensee shall continue to have the right to terminate this License at any time, by giving the Licensor not less than three (3) months' prior written notice of termination without penalty, compensation, damages or bonus.
5. Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed in the case of notice to the Licensor to the following address:

Haldimand County  
1-117 Forest Street East  
Dunnville, ON N1A 1B9  
Attention: Manager of Support Services  
Fax: (905) 774-4294

and in the case of notice to the Licensee to the following addresses:

Ontario Infrastructure and Lands Corporation  
One Stone Road West, 4<sup>th</sup> Floor  
Guelph, Ontario N1G 4Y2  
Attention: Vice President, Asset Management  
Fax: (519) 826-3330

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

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Agreement or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

6. 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 License.
7. 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 License, 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 License.

8. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original License shall apply to and be read as applicable to the provisions of this Agreement.
9. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
10. 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, 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 Agreement or of any information or documents.
11. 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 HAS BEEN LEFT BLANK INTENTIONALLY**

12. 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 \_\_\_\_\_, 2018.

**THE CORPORATION OF HALDIMAND COUNTY**

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

Name: Ken Hewitt  
Title: Mayor

\_\_\_\_\_  
Name: Evelyn Eichenbaum  
Title: Clerk

We have authority to bind the Corporation

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

**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

**SCHEDULE "A"**

Part of PIN # 38224-0123(LT) being Part of Victoria Street, Plan of the Village of Cayuga, east of the Grand River, now Haldimand County and Part of PIN # 38224-0122(LT) being Part of Ottawa Street, Plan of the Village of Cayuga, east of the Grand River, and Part of Block G, north side of Victoria Street, Plan of the Village of Cayuga, east of the Grand River, now Haldimand County and identified in yellow on the sketch below

