

Licence Agreement

This Licence Agreement made in duplicate as of January 1, 2021.

Between:

The Corporation of the Town of Tecumseh

(Hereinafter referred to as the “**Licensor**”)

- and -

**Her Majesty the Queen in Right of Ontario
as represented by the Minister of Government
and Consumer Services**

(Hereinafter referred to as the “**Licensee**”)

Whereas The Licensor has jurisdiction and control of the Lands and Building (as hereinafter defined) and the parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted, to utilize a portion of the Building, subject to the terms and conditions of this licence agreement (the “**Licence**”).

Now Therefore, in consideration of the foregoing, and the mutual covenants and agreements herein contained and expressed, it is agreed among the parties as follows:

Article 1

Basic Terms, Definitions, Interpretation

Section 1.1 Summary of Basic Term

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Licence. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this Licence will be resolved in favour of the provisions contained elsewhere in this Licence.

Provision	Provision Detail
(a) Address of Premises:	963 Lesperance Road, Tecumseh, Ontario
(b) Area of the Licensed Premises:	Five thousand eight hundred (5,800) square feet
(c) Licence Fee:	There shall be no Licence Fee chargeable by the Licensor to the Licensee in connection with the use of the Licensed Premises.
(d) Term	Three (3) years.
(e) Extension Option(s):	One (1) extension term of one (1) year, exercisable upon at least six (6) months’ prior written notice to the Licensor.
(f) Commencement Date:	January 1, 2021
(g) Address of Licensor:	The Corporation of the Town of Tecumseh 917 Lesperance Road Tecumseh, Ontario N8N 1W9 Attention: Laura Moy Fax: (519) 735-6712
(h) Address of Licensee:	Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3

Provision	Provision Detail
	<p>Attention: Vice President, Asset Management Fax: (416) 327-1906</p> <p>With a copy to:</p> <p>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</p> <p>And an additional copy to:</p> <p>CBRE Limited 18 King Street East, Suite 1100 Toronto, Ontario M5C 1C4 Attention: Global Workplace Solutions – Director, Lease Administration – OILC Fax: (416) 775-3989</p>
(i) Termination	The Licensee or the Licensor shall have the right to terminate the Licence at any time throughout the Term, without penalty, damages, compensation or bonus, upon giving the other twelve (12) months' prior written notice.

Section 1.2 Definitions

In this Licence and in the Schedules to this Licence, the following words or phrases have the following meanings:

“**Architect**” means the independent, arm’s length architect, surveyor or professional civil engineer, from time to time named by the Licensor.

“**Authority**” means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having or claiming jurisdiction over the Licensed Premises or the Building, or the use thereof.

“**Building**” means the building known municipally as 963 Lesperance Road in the Town of Tecumseh, in the Province of Ontario, erected on the Lands, from and including the lowest floor or level of the Building to and including the roof of the Building, the Common Areas and Facilities, the Parking Areas and the areas and facilities exclusively serving the Building, which areas and facilities may include, without limitation, lobbies, foyers and vestibules, sidewalks, storage and mechanical areas, Mechanical and Electrical Services, janitor rooms, mail rooms, telephone rooms, rooms for the Mechanical and Electrical Services, stairways, escalators, elevators, truck and receiving areas, driveways, loading docks and corridors.

“**Business Day**” means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

“**By-Laws**” is defined in Section 6.14 of this Licence.

“**Claims**” is defined in Section 6.8 of this Licence.

“**Commencement Date**” means the date set out in Article 3 of this Licence for the beginning of the Term.

“**Common Areas and Facilities**” means those areas, facilities, utilities, improvements, equipment and installations in the Building which are not leased or licensed to tenants or licensees of the Building, and which serve or are for the benefit of the Building and are located within the Building or on the Lands, including all areas, facilities, utilities, improvements, equipment and installations which are provided by the Licensor for the use or benefit of all the

tenants, licensees, their employees, customers and other invitees in common with others entitled to the use and benefit thereof in the manner and for the purposes permitted by this Licence.

“Contemplated Use” means the use set out in Section 5.6 of this Licence.

“Date of Damage” is defined in Section 7.7 of this Licence.

“Environmental Contaminant(s)” means (i) any substance which, when it exists in the Building or the water supplied to or in the Building, or when it is released into the Building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Building or any part thereof, or to the natural environment or material risk to human health, including but not limited to any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including without limitation, and by way of example only, *stachybotrys chartarum* and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii).

“Environmental Laws” means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c.E.19, the *Environmental Assessment Act*, R.S.O. 1990, c.E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 and applicable air quality regulations thereunder, the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.

“Extension Term” is defined in Section 7.11 of this Licence.

“Improvements” means all items generally considered as leasehold improvements including, without limitation, all installations, alterations, and additions from time to time made, erected or installed in the Licensed Premises by or on behalf of the Licensee, or any previous occupant of the Licensed Premises.

“Indemnifying Party” is defined in Section 7.14 of this Licence.

“Lands” means the lands underneath or directly adjacent to the Building as more particularly described in Schedule A attached hereto.

“Licence Agreement” means this agreement and all the terms, covenants and conditions set out herein, as amended from time to time in accordance with Section 7.16 of this Licence.

“Licence Fee” means the licence fee payable by the Licensee to the Licensor pursuant to Article 4 of this Licence.

“Licensed Premises” means the Licensed Premises containing an area, which, as of the Commencement Date, has been determined to be approximately five thousand eight hundred (5,800) square feet and occupying the entire Building as set out at Schedule “C” attached hereto.

“Licensee Indemnified Parties” means the parties set out in Section 6.8 of this Licence.

“Licensor” means the Licensor and its duly authorized representatives.

“Licensor Indemnified Parties” means the parties set out in Section 5.11 of this Licence.

“Licensee” includes, for the purpose of Section 6.8 herein and any other provisions herein limiting the Licensee’s liabilities, the servants, employees, agents, invitees and licensees of the Licensee, and any other governmental agency, ministry, corporation or department over whom the Licensee may reasonably be expected to exercise control. It is understood and agreed

that the Minister of Government and Consumer Services or the Ontario Infrastructure and Lands Corporation by their representatives are the only Persons entitled to bind the Licensee contractually.

“Mechanical and Electrical Services” include, but are not limited to, all mechanical, electrical, drainage, lighting, incinerating, ventilation, air-conditioning, elevating, heating, pumping, sprinkling, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands.

“OILC” means the Ontario Infrastructure and Lands Corporation.

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

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

“Parking Areas” means the improvements constructed from time to time, in or as part of the Building and the Lands for use as parking facilities for the tenants and/or licensees of the Building and their employees, servants and invitees, and the areas and facilities that are appurtenant solely to those improvements. The Licensor shall designate the minimum number of the parking spaces comprising the Parking Areas prescribed by the relevant Authority for the sole and exclusive use of people with disabilities.

“Person” if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof.

“Protected Person” is defined in Section 7.14 of 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.

“Service Provider” means any Person retained by the Licensee to provide services to the Licensee in respect of the administration of and operations under this Licence.

“Structure” means the foundation, roof (including the roof membrane), exterior wall assemblies, including weather walls and bearing walls, subfloor and structural columns and beams of the Building, all plumbing, drainage, Mechanical and Electrical Services and equipment leading up to, from and under the Building, and any other portions of the Building normally considered to be part of the structural portion of a building, or where the repairs or replacements thereto are normally considered a major capital expenditure.

“Taxes” means all taxes, rates, duties, levies and assessments whatsoever whether municipal, provincial, federal or harmonized, charged upon the Building and the Lands, or upon the Licensor on account thereof, including all taxes, rates, duties, levies, impost charges and assessments for local improvements, education and schools and all taxes, grants or assessments which may in future be levied in lieu of “Taxes” as hereinbefore defined, and including any local improvement charges or levies directly or indirectly related to the development of the Building. Taxes include, without limitation, realty taxes, business taxes of the Licensor, corporation taxes, capital taxes, excise taxes, Sales Taxes, income taxes, or any other taxes or assessments levied against the Licensor, the Building, the Lands, or the Licence Fee.

“Term” means the term of this Licence set out in Article 3 of this Licence.

“Trade Fixtures” means the personal chattels installed prior to the Commencement Date, at the Commencement Date or during the Term by or on behalf of the Licensee, in, on or which serve, the Licensed Premises, for the sole purpose of the Licensee carrying on its trade in the Licensed Premises pursuant to Section 5.6 of this Licence and which Trade Fixtures the Licensee is permitted to remove only to the extent permitted by the terms of this Licence, but Trade Fixtures do not include Improvements of the Licensee.

“Utilities” means all gas, electricity, water, sewer, steam, fuel oil, power, telecommunications equipment for transmitting and receiving signals, and other utilities used in or for the Building or the Licensed Premises, as the case may be.

Article 2

Grant of Licensed Premises

In consideration of the Licence Fees reserved and the covenants and agreements herein contained to be paid, observed and performed by the Licensee, the Licensor hereby grants to the Licensee the licence and privilege (irrevocable in accordance with the terms hereof) to utilize the Licensed Premises for the purpose of the Contemplated Use and for no other purpose, subject to the further terms and conditions hereof.

Article 3

Term

The Licence shall be for a term of three (3) years, commencing on January 1, 2021 (the **“Commencement Date”**) and terminating on December 31, 2023 (the **“Term”**).

The Licensee or the Licensor shall have the right to terminate the Licence at any time throughout the Term, without penalty, damages, compensation or bonus, upon giving the other twelve (12) months' prior written notice.

Article 4

Licence Fee

In consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Licensee to the Licensor, the receipt and adequacy of which is acknowledged, the Licensor hereby licenses to the Licensee the Licensed Premises for the Term, in accordance with the provisions of this Licence.

Article 5

Licensee's Covenants

The Licensee covenants with the Licensor as follows:

Section 5.1 Licence Fee

Intentionally deleted.

Section 5.2 Compensation for Damage

To make good any damage to the Licensed Premises caused by negligent, reckless or willful misconduct of the Licensee's servants, agents, employees, licensees or invitees.

Section 5.3 Notice of Defect

To give the Licensor notice, as soon as reasonably possible, of any accident to or defect in the Mechanical and Electrical Services, or any other system or part of the Licensed Premises which the Licensor is obligated to repair.

Section 5.4 Entry by Licensor

To permit the Licensor to enter the Licensed Premises at any reasonable time after delivering two (2) Business Days prior written notice to the Licensee's designated representative, for the purpose of inspecting the Licensed Premises and making permitted repairs to the Licensed Premises.

Section 5.5 Assign or Sublet

(A) Not to assign this Licence, sublet, part with or share possession of the Licensed Premises or any part thereof, (in each case, a **“Transfer”**) without the prior written consent of the Licensor, such consent not to be unreasonably withheld, delayed or conditioned. Consent may be conditioned upon written confirmation that the entirety of the Licensed Premises will continue to be used for the Contemplated Use.

- (B) Despite the foregoing, the Licensor acknowledges and agrees the Licensee may, without the Licensor's consent, change the occupant of the Licensed Premises, in whole or in part, or sublicense or assign this Licence to any of the following (each shall be referred to herein as a "**Permitted Transfer**" to a "**Permitted Transferee**"), namely, any municipal, provincial or federal (in each case to the extent applicable) (i) governmental agency, board or commission, (ii) ministry, (iii) Crown corporation, or (iv) department or Person affiliated with the Licensee or its Service Providers, and the Licensee shall be released from all its liabilities and obligations hereunder in the event of an assignment or sublicense to a Permitted Transferee. The Licensor specifically acknowledges and agrees that the use or occupation of all or part of the Licensed Premises by any Permitted Transferee does not constitute an assignment or sublicense and does not require the Licensor's consent provided the entirety of the Licensed Premises will continue to be used for the Contemplated Use.
- (C) If the Licensor's consent is required for an assignment or sublicense, then the Licensor's consent shall be deemed to have been given unless the Licensor notifies the Licensee in writing of the reasons for the Licensor's disapproval within fifteen (15) days of receipt of the request. Notwithstanding anything to the contrary contained in this Licence, the Licensor shall be liable for any loss, damages, costs, and expenses incurred by the Licensee (including solicitors' fees on a substantial indemnity basis) in respect thereof as a result of the Licensor unreasonably withholding or unduly delaying its consent to an assignment, subletting or other transfer proposed by the Licensee hereunder. The Licensor also acknowledges and agrees that, notwithstanding anything herein contained, the Licensee may, without the Licensor's consent but upon notice to the Licensor, permit portions of the Licensed Premises to be used by the Licensee's Service Providers. With respect to any assignment or sublease requiring the Licensor's consent, the Licensee will prepare and provide to the Licensor an assignment of licence or sublicense, as the case may be, on the Licensee's standard form, duly executed by the assignee or sublicensee, as the case may be.
- (D) Notwithstanding anything herein contained, the Licensee shall have the right upon any Transfer by way of sublicense to direct all rent and other sums payable by the Permitted Transferee under such sublicense to the Licensor rather than to the Licensee; provided, however, that the Licensee shall continue to remain liable for all License Fees and other sums payable hereunder in respect of the Licensed Premises which are demised under such sublicense and, to the extent necessary, shall pay to the Licensor any shortfall in such fees or other sums in the event that the amounts paid by the Permitted Transferee are less than the amounts required to be paid.
- (E) Any consent by the Licensor to a Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer.

Section 5.6 Use of Licensed Premises

To use the Licensed Premises to provide police services including without limitation, public visitation, as well as office, administrative, business and other purposes, in each case, to the extent permitted by applicable laws and, in each case, in the fulfillment of such police services (the "**Contemplated Use**").

Section 5.7 Not to Affect Insurance

Not to do or omit or permit to be done or omitted on the Licensed Premises anything which shall cause the insurance premiums for the Building to be increased and if the insurance premiums for the Building shall be increased by reason of anything done or omitted or permitted to be done or omitted by the Licensee or anyone permitted by the Licensee to be upon the Licensed Premises, the Licensee shall, within five (5) Business Days after receipt of notice from the Licensor setting out in reasonable detail the cause for such increased premiums, pay to the Licensor the amount of such increase.

Section 5.8 Licensee's Compliance with Laws

To comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority which apply to the Licensee's use or occupation

of the Licensed Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Licensee.

Section 5.9 **Waste**

Not to do or allow any waste, damage, disfiguration or injury to the Licensed Premises or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

Section 5.10 **Nuisance**

Not to use or permit the use of any part of the Licensed Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Licensed Premises. The Licensor acknowledges and agrees that the Contemplated Use does not contravene this Section.

Section 5.11 **Licensee's Indemnity**

Subject to the paragraphs below and Section 7.14, the Licensee shall defend, protect, indemnify, and hold the Licensor and the Licensor's agents, officers, directors, employees, and contractors (collectively, the "**Licensor Indemnified Parties**") harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable solicitors' fees) arising in connection with any and all third party claims arising out of: (a) injuries occurring within the Licensed Premises, (b) any intentional conduct or negligence of the Licensee or any person for whom it is in law responsible, or (c) any breach or default in the performance of any obligation on the Licensee's part to be performed under this Licence. This indemnity does not include the intentional or negligent acts or omissions of the Licensor or any person for whom it is in law responsible. This indemnity shall survive termination of this Licence only as to claims arising out of events that occur prior to termination of this Licence.

The Licensor, its employees, agents, contractors and those for whom it is in law responsible, shall have no claim against the Licensee for any damage or loss incurred by the Licensor with respect to the Licensed Premises, except and to the extent such damage or loss is as a result of the negligence or wilful misconduct of the Licensee, its employees, agents, contractors and those for whom it is in law responsible.

Notwithstanding anything in this Licence to the contrary, the Licensee shall not be liable to the Licensor or to any insurance company (by way of subrogation or otherwise) insuring the Licensor, for: (i) any loss of profit or consequential loss that is indirect or not reasonably foreseeable, or (ii) any loss or damage to the Building or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of the Licensee or any person for whom the Licensee is at law responsible, if any such loss or damage is covered by insurance maintained or required to be obtained by the Licensor pursuant to this Licence. Licensor shall require its insurance company to include a waiver of subrogation provision in its policies in order to implement this paragraph.

Section 5.12 **Licensee's Insurance Acknowledgement**

The Licensor acknowledges that the Licensee in respect of damage to the Licensed Premises is self-insured and will maintain during the Term coverage with respect to commercial general liability risks as a 'Protected Person' under the Government of Ontario General and Road Liability Protection Program, which is funded by Her Majesty the Queen in right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence. Therefore the Licensor shall not require the Licensee to obtain any additional insurance coverage.

Section 5.13 **Facilitate Cleaning**

To leave the Licensed Premises in a reasonably tidy state at the end of each Business Day to facilitate the Licensor's janitorial services.

Article 6 Article 6

Licensor's Covenants

The Licensor covenants with the Licensee as follows:

Section 6.1 Exclusive Use

That the Licensee will have the exclusive use of the Licensed Premises as of the Commencement Date and throughout the Term, as may be extended.

Section 6.2 Taxes

To pay all Taxes.

Section 6.3 Services and Facilities

To provide and operate the following services and facilities for the Licensed Premises as expressed below, at the Licensor's expense, and maintain at the Licensor's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term:

(A) Utility Systems

All utility systems and facilities including water, fuel and electricity, and including all charges for Utilities used or consumed within the Licensed Premises.

(B) Electrical Systems/Lenses, Bulbs and Related Equipment

An electrical system which is satisfactory for the Licensee's purposes including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the Term, and all maintenance and parts thereof.

(C) Thermal Conditions and Air Quality

A heating, ventilation and air-conditioning system, which is satisfactory for the Licensee's purposes.

(D) Water System

A water system capable of supplying hot and cold water to the Licensed Premises and the washrooms serving the Licensed Premises.

(E) Washrooms

Fully equipped washroom facilities for male and female employees of the Licensee in accordance with the requirements established by the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended, and the regulations made thereunder, or any successor act, an accessible male and female washroom installed in accordance with the requirements of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended and any other applicable requirements of any relevant Authority, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Licensee, for the use and operation of such washroom facilities, including, without limitation, a sink, vanity, toilet bowl, paper towel dispenser, garbage pail, soap dish and toilet paper dispenser.

(F) Exterior, Common Areas

Maintenance of the exterior of the Building, the landscaped grounds of the Lands, the Parking Areas and walkways of the Building and the Common Areas and Facilities of the Building in good repair and first-class condition and the prompt removal of snow and ice.

(G) Life Safety and Security

Establishment of a workable emergency evacuation program. The program applicable to Government occupants must be submitted for review to the Ontario Infrastructure and Lands Corporation, Real Estate Management, as restructured or renamed from time to time.

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.

(H) Glass Replacement

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the Building, including without limitation, that which demises the Licensed Premises, with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Licensee, its servants or agents.

(I) Building Security

The provision of Building security in accordance with the Licensor's standard practice, as would a reasonably prudent owner of a similar building.

(J) Janitorial Services

Janitorial service for the Licensed Premises as would a reasonably prudent owner of a similar building, including the provision of waste removal services and all cleaning materials and washroom supplies.

Section 6.4 Access

To permit the Licensee, its agents, invitees and those having business with any or all of them, full and uninterrupted access to the Building on those days as determined pursuant to Section 6.1 of this Licence, including access for persons with disabilities. The Licensor covenants and agrees to provide all services and facilities required to be provided by it hereunder at all times throughout the Term.

Section 6.5 Repair

To maintain the Licensed Premises, including the Improvements, the Building and the Structure in good repair and tenable condition during the Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with a minimum of disruption to the Licensee's business.

Section 6.6 Licensee's Improvements

To grant permission to the Licensee to tender for and complete, at the Licensee's sole cost and expense, such Improvements to the Licensed Premises as the Licensee may consider necessary from time to time both prior to and during the Term or any extension thereof, provided that such Improvements do not affect the Structure and that where such Improvements may affect the Mechanical and Electrical Services, the Licensee agrees to use the Licensor's professional engineers as consultants if so required by the Licensor. The Licensee will give the Licensor written notice of its intention to make Improvements and upon request shall supply the Licensor with plans of the proposed Improvements. The Licensee will obtain the prior written approval of the Licensor for any Improvements, which approval will not be unreasonably withheld.

Section 6.7 Licensor's Improvements

That, unless the Licensor fully complies with the terms and conditions set out below, at no time during the Term shall the Licensor commence any further construction or alterations to the Building which will have the effect of:

- (A) materially interfering with the business operations of the Licensee;
- (B) materially interfering with ingress to or egress from the Licensed Premises; or
- (C) causing noise or other nuisances, which might materially interfere with the Licensee's business operations.

unless the Licensee otherwise consents, the Licensee's consent therefor shall not to be unreasonably withheld.

In the event that the Licensor intends to commence any construction relating to items (A), (B) and (C) inclusive outlined in this Section 6.7, in or around the Building, at any time during the Term, such construction shall be subject to the following terms and conditions:

- (i) the Licensor must receive the prior written approval of any required Authorities;
- (ii) all construction must be completed promptly and in a good and workmanlike manner, and must not materially interfere with the use of the Licensed Premises or any part thereof by the Licensee;
- (iii) all Utilities and other base building systems must continue to be fully operative during any period of construction and the Licensor shall be responsible for any damages or costs incurred by the Licensee to the extent caused or contributed to by any interruption of such Utilities or systems; and
- (iv) the Licensee covenants not to suffer or permit during the Term hereof any construction liens or other liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the interest of the Licensor in the Licensed Premises or the Lands, and that whenever and so often as any claim for lien is received by the Licensee or registered on title to the Lands, the Licensee shall, as soon as reasonably possible on the earlier of receiving notice of the claim or registration, procure the discharge or vacate thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

Section 6.8 **Licensor's Indemnity**

Subject to Section 7.14, to indemnify the Licensee, its agents, officers, directors, employees, contractors, parents, service providers, subsidiaries, successors and assigns (collectively, the "**Licensee Indemnified Parties**") and save them harmless from and against all losses, claims, actions, damages, costs, liabilities and expenses (together the "**Claims**") in connection with loss of life, personal injury, damage to property (including any portion of the Building and its equipment, machinery, services, fixtures and Improvements) or any other loss or injury arising from or out of the conduct of any work by the Licensor, the provision of any service by the Licensor or any act or omission of the Licensor or those for whom the Licensor is at law responsible or by anyone permitted to be in the Building by the Licensor. If the Licensee is, without fault on its part, made a party to any litigation commenced by or against the Licensor, then the Licensor will protect, indemnify and hold the Licensee harmless and pay all expenses and reasonable legal fees incurred or paid by the Licensee in connection with such litigation.

Section 6.9 **Compliance with Laws**

To comply with all provisions of law including, without limitation, all enactments, by-laws and any regulations of any Authority which relate to the Licensed Premises or to the use or occupation thereof or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensed Premises or any part thereof.

Section 6.10 **Licensor's Insurance**

The Licensor acknowledges and agrees that throughout the Term, it shall maintain in full force and effect the following insurance with respect to the Building: (a) "all risks" property insurance, on a full replacement cost basis, with respect to the Building; (b) boiler and machinery insurance, on a full replacement cost basis, with respect to all pressure vessels, boilers, machinery and equipment in or servicing the Building; and (c) comprehensive general liability insurance for bodily injury (including death) and property damage, in the amount of at least Ten Million Dollars (\$10,000,000) per occurrence, which policy shall name the Licensee as an Additional Insured, and contain cross liability and severability of interests clauses. The Licensor shall provide the Licensee with a certificate evidencing such insurance, containing an undertaking by the Licensor's insurers to provide the Licensee with a minimum of thirty (30) days' notice in the event of any material change, cancellation or termination of such policies.

Section 6.11 **No Environmental Contaminants**

To use its continuing effort throughout the Term and any extension thereof to ensure that no part of the Building or Lands is used, without limitation, (either by the Licensor or all other licensees, occupants or tenants in the Building), to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant, except in strict compliance with all applicable laws of any relevant Authority, including the Environmental Laws.

Section 6.12 **Environmental Contaminants**

To remove any Environmental Contaminant located on or in the Building whether or not known to the Licensor as of the date of execution of this Licence, and whether or not resulting from any act, omission, or negligence of the Licensor or those for whom it is in law responsible, which is not contained in accordance with all applicable laws of any relevant Authority. If any such Environmental Contaminant is not removed forthwith by the Licensor, the Licensee shall be entitled, but not required, to remove the same on the Licensor's behalf, and the Licensor shall reimburse the Licensee for the cost thereof.

Section 6.13 **Notification of Environmental Contaminants**

To notify the Licensee immediately in the event that the Licensor receives notice of any violation of any Environmental Law or that any order of an administrative tribunal or any Authority is made or is proposed to be made against the Licensor in respect of any Environmental Contaminant in, on or near the Lands or Building, and to notify the Licensee immediately of any discharge, release or discovery of any Environmental Contaminant which is not contained in accordance with all applicable laws of any relevant Authority, in or on any part of the Building or Lands.

Section 6.14 **Warranty**

The Licensor: (i) represents and warrants that to the best of the Licensor's knowledge, there has not been and there is not now; and (ii) covenants to ensure that there will not be, at any time during the Term, any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced, processed or incorporated in or on any part of the Building or the Lands, except in accordance with Section 6.11 of this Licence. In the event that there is any Environmental Contaminant in the Licensed Premises, the Building, or on the Lands, which is not handled in accordance with Section 6.12 of this Licence, the Licensee may terminate this Licence if the Licensor is unwilling or unable to cleanup or decommission such within a reasonable time of becoming aware of such Environmental Contaminant.

The Licensor further represents and warrants that as of the Commencement Date and throughout the Term and any extension thereof, all Mechanical and Electrical Services and equipment serving the Licensed Premises are and will be in good working order and condition and satisfactory for the carrying on of the Licensee's business in and from the Licensed Premises.

The Licensor further covenants and agrees that, as of the Commencement Date: (i) there shall not be any by-laws (the "**By-Laws**"), including, without limitation, any restrictive covenants, development agreements, zoning or other ordinances or regulations of any Authority which will prevent the Licensee from conducting its business operations in and from the Licensed Premises in accordance with this Licence; and (ii) all such By-Laws shall permit the continual operation of the Building and every part of the Licensed Premises in accordance with this Licence. In the event that any of the By-Laws prohibit or prevent the Licensee from using any part of the Licensed Premises for the Contemplated Use, the Licensee may, on thirty (30) days prior written notice, terminate this Licence, without prejudice to the Licensee's rights to claim for damages against the Licensor arising out of any By-Law prohibiting or preventing the Licensee's use of the Licensed Premises as aforesaid.

Section 6.15 **Asbestos**

Notwithstanding anything to the contrary contained in this Licence, at all times, including, but not limited to, any times during which either the Licensor or the Licensee are making any Improvements or other improvements, additions or renovations in or about the Licensed

Premises or the Building, or at any times when any maintenance or repairs of any kind are being carried out in or about the Licensed Premises or the Building, the Licensor agrees to comply with the provisions of Ontario Regulation 278/05, “*Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations*” (the “**Regulation**”) and the Environmental Laws. Failing such compliance by the Licensor, the Licensee may, at the Licensee’s sole option, (a) on twenty (20) days prior written notice to the Licensor, take all reasonable measures, at the Licensor’s sole cost and expense, to complete the work required to comply with the Regulation and the Environmental Laws, to deduct the costs and expenses incurred thereby from the License Fee and to recover the balance, if any, after such deduction, from the Licensor; or (b) terminate this Licence. The Licensor shall in no case withhold its consent to the making of any Improvements to the Licensed Premises by the Licensee because of the cost to it of compliance with this Section.

The Licensor hereby represents and warrants that the Building has no asbestos containing material (as defined in the Regulation), except as indicated in Schedule B attached hereto.

Section 6.16 Consent and Approval

That the Licensor and each Person acting for or on behalf of the Licensor making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Licence, will act reasonable, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional Person employed or retained by the Licensor will act in accordance with the applicable principles and standards of that Person’s profession.

Article 7

Provisos

Section 7.1 Overholding

If the Licensee remains in possession of the Licensed Premises after the date fixed for the expiration of the Term or any extension thereof without any further written agreement, the Licensee shall be deemed to be occupying the Licensed Premises from month to month at the monthly Licence Fee rate payable by the Licensee during the last month of the Term of this Licence and upon the terms and conditions contained in this Licence except as to the length of the Term.

Section 7.2 Trade Fixtures

The Licensee may, at its option, at any time during the Term and/or any extension thereof and/or upon the expiry or sooner termination thereof, remove or replace any Trade Fixtures installed by or on its behalf in the Licensed Premises or install new Trade Fixtures therein, as the case may be. For greater certainty, the Licensee shall not be obligated to remove its Trade Fixtures at the expiration or earlier termination of the Term.

Section 7.3 Signs

- (A) The Licensee may erect such signs on the Licensed Premises in accordance with the Building standard and in accordance with municipal laws, as it considers necessary for the proper conduct of its business.
- (B) All such signs may be removed from the Licensed Premises at the end of the Term or any extension thereof.
- (C) The Licensee shall compensate the Licensor for any damage caused to the Licensed Premises or Building, if applicable, by the removal of the signs.

Section 7.4 Unavoidable Delays

Notwithstanding anything in this Licence, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant, or act required hereunder by reason of strikes or labour trouble; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in

performing work or doing acts required under the terms of this Licence (but excluding the inability to perform because of financial difficulties or lack of funds), then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform the term, covenant or act within the appropriate time period after the expiration of the period of the delay. If any of the events or problems referred to in this Section 7.4 occur and either party contemplates that it will be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason thereof, such party shall forthwith deliver written notice to the other, with full and detailed particulars setting out the nature of such event or problem and the period of the delay contemplated by the party giving notice for the performance of any such term, covenant or act required hereunder.

Section 7.5 **Right-of-Way**

If the Licensed Premises are now or hereafter served by any alley, easement or right-of-way, the Licensee, its servants, agents, employees, licensees and invitees shall have full right of ingress and egress over such alley, easement or right-of-way in common with all others entitled thereto.

Section 7.6 **Common Parking**

In the event that all or part of the Parking Areas are made available to the tenants or licensees of the Building as part of the Common Areas and Facilities, then the Licensee, its employees and invitees shall be entitled to use the Parking Areas, or any portion thereof, in common with the other tenants and licensees of the Building and others entitled to the use thereof.

Section 7.7 **Damage and Destruction**

If, at any time during the Term, the Building shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Licensor, then, and in every such event:

- (A) If the damage or destruction to the Building is such that, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the date of the occurrence of such damage or destruction (the “**Date of Damage**”), the Licensed Premises are rendered partially unfit for occupancy or impossible or unsafe for use or occupancy, then the Licence Fee shall abate as of the Date of Damage in proportion to the part of the Licensed Premises which is rendered unfit for occupancy or impossible or unsafe for use or occupancy, and Licence Fee will not be payable again until such time as the Licensed Premises and the Improvements have been fully restored by the Licensor to their condition as of the Commencement Date.
- (B) If the damage or destruction to the Building is such that, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the Date of Damage, the Licensed Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if, in either event, the damage, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the Date of Damage, cannot be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then either the Licensor or the Licensee may terminate this tenancy within twenty (20) days following the date of the giving of the Architect’s opinion, upon written notice to the other party, in which event this Licence will be at an end as of the Date of Damage and the Licence Fee shall be apportioned and paid in full to the Date of Damage.
- (C) In the event that neither the Licensor nor the Licensee shall terminate this Licence in accordance with the provisions of Section 7.7(b) of this Licence, then the Licensor shall repair the Licensed Premises, the Improvements and the Building with all reasonable speed and the Licence Fee hereby reserved shall abate from the Date of Damage until the later date of either (i) the Licensed Premises and Improvements are restored to their condition as of the Commencement Date; or (ii) reasonable and convenient access is restored thereto, as the case may be.
- (D) If the damage or destruction is such that, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the Date of Damage, the Licensed Premises are

rendered wholly unfit for occupancy or if it is impossible or unsafe to use and occupy the Licensed Premises, and if, in either event, the damage, in the opinion of the Architect to be given within twenty (20) days from the Date of Damage, can be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then the Licence Fee shall abate from the Date of Damage until the date the Licensed Premises and Improvements are restored to their condition as of the Commencement Date, provided that the Licensor shall repair the Licensed Premises and the Improvements with all reasonable speed.

- (E) Notwithstanding anything contained in this Section 7.7, if the Licensor does not commence to repair or restore the Licensed Premises, the Improvements or the Building within fifteen (15) days of the date of delivery of the Architect's opinion or, having commenced the repair or restoration of the Licensed Premises, the Improvements or the Building, does not continue to complete same with reasonable dispatch, the Licensee may terminate this Licence upon fifteen (15) days prior written notice to the Licensor, in which case, this Licence shall cease and be at an end as of the Date of Damage and the Licence Fee shall be apportioned and paid in full to the Date of Damage.

Section 7.8 **Removal of Leasehold Improvements**

The Licensee may, at its sole option, at any time during the Term and/or any extension thereof and/or upon the expiry or sooner termination thereof, remove or replace any Improvements or alterations made or installed by or on behalf of the Licensee in the Licensed Premises or install new Improvements or alterations therein, as the case may be.

Section 7.9 **Re-Entry**

If the Licence Fee hereby reserved, or any part thereof, shall be in arrears or if the Licensee defaults in the observance or performance of any of the Licensee's other covenants or agreements contained in this Licence, and the Licensee fails to pay such arrears within sixty (60) days of receipt of notice in writing from the Licensor or if the Licensee fails to remedy any other default within sixty (60) days after receipt of notice from the Licensor (or such longer period as is reasonably required under the circumstances so long as the Licensee commences to remedy within such sixty (60) day period), the Licensor may, in addition to any other remedies the Licensor may have, either in this Licence or at law, re-enter the Licensed Premises and the Term hereby granted shall thereupon be terminated. Notwithstanding the foregoing, and without limiting the remedies of the Licensor, in the event the Licensee fails to remedy a default not related to payment of the Licence Fee within the above-specified notice period, and provided the Licensee is not bona fide disputing the default, upon the expiration of the above-specified notice period the Licensor, at its option, acting reasonably, may remedy the default on behalf of the Licensee and charge the costs thereof to the Licensee.

With respect to any remedy exercised by the Licensor, the Licensor shall have an affirmative obligation to obtain another licensee for the Licensed Premises at a fair market rental and to otherwise mitigate its damages.

Section 7.10 **Licensor's Default**

If the Licensor defaults in the observance or performance of any of its covenants or agreements contained in this Licence, the Licensee may, at its option and upon such reasonable notice as the circumstances warrant, remedy such default and deduct the reasonable cost of such action from the Licence Fee payable under this Licence or require the Licensor to otherwise reimburse the Licensee for the reasonable cost of such action.

Section 7.11 **Option to Extend**

- (A) The Licensee shall be entitled to extend this Licence for one (1) further term of one (1) year (the "**Extension Term**"). The Extension Term shall be upon the same terms and conditions of this Licence, including the Licence Fee.
- (B) The Licensee shall give written notice to the Licensor of its extension of this Licence at least six (6) months prior to the end of the Term.

Section 7.12 Non-Waiver

No condoning, excusing or overlooking by the Licensor or Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Licensor's or the Licensee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only an express waiver in writing.

Section 7.13 Notices

Any notice required or contemplated by any provision of this Licence shall be given in writing addressed in the case of notice to the Licensor to the following address:

The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Attention: Laura Moy
Fax: (519) 735-6712

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

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 2L5
Attention: Vice President, Asset Management
Fax: (416) 327-3942

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

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 Licence 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.

Section 7.14 **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 Licence (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:

- (A) 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);
- (B) 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 of the Protected Person;
- (C) 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;
- (D) 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;
- (E) 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;
- (F) 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 Licensee 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;
- (G) if the Indemnifying Party is not also a party to the Claim, the Protected Person 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;
- (H) 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

- (I) 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.

Section 7.15 Conflict of Interest

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 Licence.

Section 7.16 Entire Agreement

The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence save as expressly set out in this Licence and that this Licence and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A, Schedule B and Schedule C, which are attached to this Licence, form part of this Licence.

Section 7.17 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.

Section 7.18 Severability

The Licensor and the Licensee agree that all of the provisions of this Licence are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Licence be illegal or not enforceable, it or they shall be considered separate and severable from this Licence and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

Section 7.19 Interpretation

The words “herein”, “hereof”, “hereby”, “hereunder”, “hereto”, “hereinafter”, and similar expressions refer to this Licence and not to any particular paragraphs section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

Section 7.20 Headings and Captions

The headings in this Licence have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Licence nor any of the provisions hereof.

Section 7.21 Effect of Agreement

This Licence and everything herein contained shall operate to the benefit of the parties hereto and be binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Licensor as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

Section 7.22 Binding on Licensee

This Licence shall not be binding upon the Licensee until it has been executed by or on behalf of the Minister of Government and Consumer Services.

Section 7.23 Governing Law

This Licence shall be governed by and construed in accordance with the laws of Ontario.

Section 7.24 Time of Essence

Time shall be of the essence hereof.

The Remainder Of This Page Is Intentionally Blank.

Section 7.25 Freedom of Information and Open Data Directive

The Licensor acknowledges and agrees that the commercial and financial information in this 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 this Licence or of any information or documents.

In Witness Whereof The parties hereto have executed this Licence on the dates written below.

Signed, Sealed and Delivered

Dated this _____ day of _____, 20 ____.

**The Corporation of the Town Of
Tecumseh**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Authorized Signing Officer(s)

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

Schedule A

Legal Description of the Lands

PT LT 11 PL 468 Sandwich East; PT LT 12 PL 468 Sandwich East as in R239001 Except R632258; Tecumseh

Schedule B
Friable Material

NOTIFICATION OF THE PRESENCE OF ASBESTOS CONTAINING MATERIAL IN THE BUILDING CONTAINING PREMISES LICENSED BY HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES

RE: REGULATION RESPECTING ASBESTOS ON CONSTRUCTION PROJECTS AND IN BUILDING AND REPAIR OPERATIONS MADE UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT, ONTARIO REGULATION 278/05, AS AMENDED OR REPLACED FROM TIME TO TIME.

Location: 963 Lesperance Road, Tecumseh, Ontario

Licence No: L12453

- [] There is no asbestos containing material in the Building.
- [] There is asbestos containing material in the Building.
- [] There is friable asbestos containing material in the Building.
- [] There is non-friable asbestos containing material in the Building.
- [] There is an asbestos containing material management plan in the Building.

Location(s) of Asbestos Containing Materials within the Building:

Location 1

Location 2

Location 3

[Add further locations, as may be applicable]

Types of Asbestos:

- 1.
- 2.
- 3.

By: _____

Name:

Title:

Authorized Signing Officer

Date: _____

Schedule C

Plan of Licensed Premises at 963 Lesperance Road, Tecumseh, Ontario

