

AMENDING AGREEMENT #2

THIS AMENDING AGREEMENT (the "**Amending Agreement #2**"), made in duplicate, dated and effective as of 12th day of May, 2021.

BETWEEN:

**ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION**
(hereinafter referred to as "**OILC**");

AND:

THE CORPORATION OF THE TOWN OF TECUMSEH
(hereinafter referred to as the "**Municipality**")

WHEREAS the parties entered into Financing Agreement No. 11Tec3704311108FA dated and effective as of May 1, 2012 as amended on July 4, 2017 (collectively, the "**Financing Agreement**") in which OILC agreed to provide short-term and long-term financing for the Municipality's capital projects as more particularly described in the Financing Agreement in the amount of \$4,000,000.00;

AND WHEREAS pursuant to Section 16(b) of the Financing Agreement, the parties wish to amend the Financing Agreement on the terms and conditions set out in this Amending Agreement #2;

NOW THEREFORE in consideration of the covenants of each of the parties contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the parties agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement #2 shall have the meanings given in the Financing Agreement.
2. The above recitals are hereby made a part of this Amending Agreement #2 and the Borrower acknowledges and agrees that each of the recitals is true and correct.
3. Section 1(e) of the Financing Agreement is deleted in its entirety and is replaced with the following:

"Facility Termination Date" means the earlier of December 31, 2021 and the date on which the obligations of OILC hereunder have been terminated pursuant to paragraphs 12(b) or 12(c) hereof.


4. The Municipality represents and warrants that the representations and warranties set forth in the in paragraph 2 of the Financing Agreement, as amended by this Amending Agreement #2, are true and correct on and as of the date of this Amending Agreement.
5. In all other respects and except as expressly amended hereunder, any and all terms of each Financing Agreement and subsequent amendments, shall remain in full force and effect.

6. This Amending Agreement may be executed by the parties electronically in accordance with the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.
7. This Amending Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered, including any electronic transmission of an executed signature page, shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date first mentioned above.

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

By: Ron Harmoi  y signed by
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4 -04'00'

Name: Ron Harmon

Title: Director, Credit Risk

By: George Skariah  y signed by George
021.05.13 10:34:24

Name: George Skariah

Title: Senior Vice President, Finance and Lending

We have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF TECUMSEH

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation

[Affix Seal]