

Schedule A

Effective date of this Agreement : December , 2013

BETWEEN:

The Walter J. Blackburn Foundation
[the "Donor"]
And

The Corporation of the City of London
[the "City"]

Whereas:

- a. By agreement dated July 4, 1986, Lorcini Ltd. designed and fabricated and installed at 1 Communications Road, London, Ontario for Mrs. Marjorie Blackburn an aluminum sculpture known as The Sentinel;
- b. By letter dated December 29, 1989, Mrs. Blackburn donated The Sentinel to The Walter J. Blackburn Foundation;
- c. The Walter J. Blackburn Foundation has agreed to donate The Sentinel to the Corporation of the City of London and has agreed to provide the City with \$20,000 to allow the City to remove The Sentinel from 1 Communications Road to a location to be determined by the City.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Donor is the owner of the property described below and referred to in this Agreement as the "Work":

Gino Lorcini
"The Sentinel", 1986
Welded Aluminum Sculpture
Currently installed at 1 Communications Road, London, Ontario
2. The Donor irrevocably transfers, assigns and gives all legal rights, title and interest in the Work to the City as of the effective date of this Agreement.
3. The Donor warrants that it is the true owner of the Work, free and clear of any and all encumbrances or liens of any kind whatsoever and has the authority to enter into this Agreement and to transfer, assign and give to the City all legal rights, title and interest in the Work.

4. The City acknowledges and agrees that copyright in the Work is owned by the Lorcini Ltd. pursuant to an agreement between the Donor and the Artist dated July 4, 1986 attached as schedule "A" to this Agreement.
5. The Donor hereby assigns to the City all of its rights, title and interest in the Agreement dated July 4, 1986 with Lorcini Ltd. including, without limitation to, the right under paragraph 8 of the agreement that any edition of maquettes will be produced by the artist only with the consent of the City.
6. Removal of the Work from 1 Communications Road, London, Ontario, transportation to and reinstallation at the new location shall be the sole responsibility of the City.

The City and the Donor agree that the Donor provide payment of \$20,000; that the Donor commits to a total of \$20,000 for the removal, transportation and reinstallation of the Work. All costs shall include, without limitation to, develop and stamp engineered technical drawings, the removal of the Work, storage and transportation to the installation location, insurance, site remediation at 1 Communications Road, site preparation and remediation at the installation location, Barrie Lorcini's (artist's son) consulting fees and any and all repairs, alteration or restoration of the Work that may be required.

The Donor shall provide payment of \$20,000 to the City forthwith to be deposited in the Culture Office Public Art Acquisition Reserve Fund, noting that the move of the Work will occur in the spring of 2014.

7. The City reserves the right to select, in its sole discretion, the location of the installation of the Work as it deems appropriate. The City in its sole discretion may, at any time, remove the work from public view and destroy and dispose of it in such a manner as to be not reconstructed without notice to the Donor.
8. The City will acknowledge the Donor and the Artist by placing a plaque at the location of the Work.
9. Any notice to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, by registered mail or by transmittal by facsimile addressed to the recipient as follows:

To the City:
The Corporation of the City of London
300 Dufferin Avenue
London, ON N6A 4L9

Attention: City Clerk
Fax: 519-661-4892

To the Donor:
The Walter J. Blackburn Foundation
700 Richmond Street
Suite 102
London, ON N6A 5C7
Fax: 519-679-5321

10. This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, all previous negotiations and all other communications between the parties with respect to the subject matters.
11. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
12. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and executed by both parties and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
14. This Agreement shall be binding upon and will ensure the benefit of the City and the Donor and the Donor's respective permitted successors and assigns.

In witness whereof the parties have executed this Agreement.

The Walter J. Blackburn Foundation

The Corporation of the City of London

Schedule "A" to the Agreement between the Walter J. Blackburn Foundation and The Corporation of the City of London

Agreement made July 4, 1986 between Mrs. Marjorie Blackburn and Lorcini Ltd.