



June 23, 2014

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RE: Amendment to Grant Agreement for GMF 10311 Corporation of the City of London – RETHINK Energy London Local Action Plan

The Corporation of the City of London entered into a grant agreement with the Federation of Canadian Municipalities (“FCM”), dated September 15, 2010, for its RETHINK Energy London Local Action Plan (the “Grant Agreement”).

FCM and the Corporation of the City of London want to amend the Grant Agreement. By this amending letter agreement (the “Letter Agreement”), FCM and the Corporation of the City of London want to confirm amendments to sections 2.03, 2.04 and 3.02 of the Grant Agreement, effective as of the date of this Letter Agreement.

FCM and the Corporation of the City of London acknowledge and agree that:

1. Section 2.03 of the Grant Agreement, which currently reads as follows:

Section 2.03 Plan Completion Date. The Recipient anticipates that the Plan will be completed by no later than the 30th day of September, 2011 (the “**Plan Completion Date**”). As contemplated by Section 5.03 the Recipient shall inform FCM as soon as it becomes aware that the Plan is not likely to be completed by such date.

Is now deleted and replaced with the following (the highlighted wording identifies the change):

Section 2.03 Plan Completion Date. The Recipient anticipates that the Plan will be completed by no later than the 31st day of July, 2014 (the “**Plan Completion Date**”). As contemplated by Section 5.03 the Recipient shall inform FCM as soon as it becomes aware that the Plan is not likely to be completed by such date.

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2. Section 2.04 of the Grant Agreement, which currently reads as follows:

Section 2.04 Grant Expiration Date. If the Recipient fails to meet the conditions of Contribution set forth in ARTICLE 3, including delivering the Plan Completion Report within two (2) years from the date of this Agreement, and/or fails to request the Contributions as provided for in Section 2.05 then FCM may, at its sole and absolute discretion and on notice to the Recipient, forthwith terminate this Agreement including any obligation to provide the Grant and/or make any or all of the Contributions.

Is now deleted and replaced with the following (the highlighted wording identifies the change):

Section 2.04 Grant Expiration Date. If the Recipient fails to meet the conditions of Contribution set forth in ARTICLE 3, including delivering the Plan Completion Report within **four (4) years** from the date of this Agreement, and/or fails to request the Contributions as provided for in Section 2.05 then FCM may, at its sole and absolute discretion and on notice to the Recipient, forthwith terminate this Agreement including any obligation to provide the Grant and/or make any or all of the Contributions.

3. Section 3.02 of the Grant Agreement, which currently reads as follows:

Section 3.02 Conditions of Second Contribution of the Grant. Subject to Section 2.05, the obligation of FCM to remit the Second Contribution is conditional upon the following conditions being satisfied by no later than the 30th day of September, 2011 (as may be extended by FCM, in its discretion):

Is now deleted and replaced with the following (the highlighted wording identifies the change):

Section 3.02 Conditions of Second Contribution of the Grant. Subject to Section 2.05, the obligation of FCM to remit the Second Contribution is conditional upon the following conditions being satisfied by no later than the **30th day of September, 2014** (as may be extended by FCM, in its discretion):

Notwithstanding the foregoing and for greater certainty, any waiver of, or consent to depart from, the requirements of any provision of the Grant Agreement shall be effective only in the specific instance and for the specific purpose for which it has been given by the FCM. No failure on the part of the FCM to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver of that right.

Unless specifically modified by this Letter Agreement, all other terms and conditions of the Grant Agreement shall remain unamended and in full force.

Capitalized terms not otherwise defined herein have the meanings attributed thereto in the Agreement.

The undersigned shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such further acts, documents, directions, payments and things as the other parties hereto may require, acting reasonably, from time to time for the purpose of giving effect to this Letter Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Letter Agreement.

This Letter Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. This Letter Agreement shall be construed in accordance with the laws of province of Ontario and the laws of Canada applicable therein.

This Letter Agreement may be executed in several counterparts and each of which, so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument. A copy of this Letter Agreement executed by any party and transmitted by facsimile shall be binding upon the parties in the same manner as an original executed copy and delivered in person.

Yours truly,

FEDERATION OF CANADIAN MUNICIPALITIES

Per: _____
Ms. Barbara Brook, Acting Senior Manager
Funding Services

Date: _____

I have authority to bind FCM herein.

CORPORATION OF THE CITY OF LONDON

Per: _____

Date: _____

Per: _____

Date: _____

I/We have authority to bind the Recipient herein.

