

Attachment

File No. M73323

LICENSE AGREEMENT

THIS AGREEMENT made as of January 23, 2012, with an effective date of November 1, 2011.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(hereinafter referred to as the "Licensor")

-and-

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "Licensee")

WHEREAS:

- A. The Licensor has jurisdiction and control of the buildings known municipally as 80 Dundas Street in the City of London, Ontario (the "Site"), erected on the lands having the legal description set out in Schedule "A" attached hereto (the "Lands").
- B. The parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted (the "License"), to erect and maintain a two-way FM communications system consisting of radio transmitters and receivers and an emergency power source located within the rooftop penthouse and an antenna mast fastened to the exterior wall of the rooftop penthouse, together with all other fixtures and apparatus which may be required for the operation of the said system, subject to the terms and conditions of this License Agreement (the "Agreement").

NOW THEREFORE, in consideration of the forgoing, and of the mutual covenants and undertaking herein contained and expressed, it is agreed among the parties as follows:

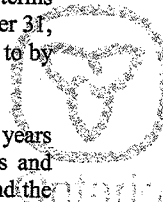
1. Grant of License

The Licensor hereby grants to the Licensee the license and privilege (irrevocable in accordance with the terms hereof) to erect and maintain a two-way FM communications system consisting of radio transmitters and receivers and an emergency power source located within the rooftop penthouse and an antenna mast fastened to the exterior wall of the rooftop penthouse, together with all other fixtures and apparatus which may be required for the operation of the said system, (the "Licensed Premises"), for the Licensee's sole use (the "Use"). This permission includes the right to bring personnel, materials and equipment reasonably required in connection with the foregoing purposes onto the Licensed Premises. It is agreed and understood that the Licensee is accepting the Licensed Premises and all associated equipment therein, if any, on an "as is, where is" basis.")

2. Term

The Licensee shall be permitted to use the Licensed Premises in accordance with the terms hereof for a period of Ten (10) years commencing November 1, 2011 and ending on October 31, 2021 (the "Term"). There will be no renewal or overholding of this License, unless agreed to by the parties in writing.

The Licensee shall be entitled to extend the License for Two (2) further terms of Five (5) years each (each an "Extension Term"). Each Extension Term shall be upon the same terms and conditions of this Agreement except that there shall be no further right of extension beyond the last Extension Term and except for the License Fee.



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3. Termination

The Licensor shall reserve the right to terminate this Agreement at any time by providing the Licensee with not less than Three (3) months' prior written notice of termination without penalty, compensation, damages or bonus. Upon the termination of this Agreement the City will remove its Communications System from the rooftop penthouse and restore any damage caused by the removal of such installations to the satisfaction of the Licensor.

4. License Fee

The Licensee hereby covenants to pay to the Licensor as a license fee, annually during the Term, the sum of Twenty Six Hundred Dollars (\$2,600.00), in equal yearly instalments of Two Hundred and Sixty Dollars (\$260.00) (the "License Fee"), plus all applicable Sales Taxes, payable in advance on the first day of each anniversary date of the Term.

"Sales Taxes" means collectively and individually, all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by any governmental authority upon the Licensor, or the Licensee, or in respect of this Agreement, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the license of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

In addition, the Licensee shall be responsible, at its sole cost and expense, for all other costs, expenses and charges whatsoever with respect to the Licensed Premises throughout the Term, including, without limitation, operating costs, utilities, maintenance and minor repairs, along with snow and garbage removal. The Licensee shall not be responsible for any realty taxes (or payments in lieu thereof) attributable to the Licensed Premises.

If the Licensee defaults in the payment of the License Fee and/or any other amounts payable hereunder, the unpaid amounts shall bear interest from the due date to the date of payment at an interest rate equal to the prime rate as charged by the Royal Bank of Canada to its best commercial customers from time to time, plus five percent (5%). Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.

The Licensee shall send all License Fee payments to the following address:

CBRE Limited
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: OILC PLMS Accounts Receivable

5. Covenants of the Licensee

The Licensee covenants with the Licensor as follows:

5.1 License Fee

To pay the License Fee in accordance with the provisions of this Agreement.

5.2 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, if applicable, to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensed Premises or any part thereof.

"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.

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5.3 Rules and Regulations

The Licensor may, acting reasonably, and from time to time, make and amend rules and regulations for the management and operation of the Site, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Agreement.

5.4 Security

To be responsible for security of the Licensed Premises and the Site during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained, that persons not affiliated with the Licensee are not permitted access to the Licensed Premises or any other portion of the Site during the Term, and that no alcoholic beverages, drugs or other illegal or banned substances are brought upon the Licensed Premises or the Site.

5.5 Maintenance

To maintain, at the Licensee's sole cost and expense, the Licensed Premises and the Site, in a clean and tidy condition, and to deliver up same in a clean and tidy condition at the expiry of the Term.

Upon request of the Licensor, the Licensee shall forthwith reimburse the Licensor for the cost of any clean-up, repair or replacement to the Licensed Premises or any other portion of the Site resulting from the Licensee's use and occupation of the Licensed Premises.

5.6 Use

To use the Licensed Premises for the purpose of the Licensee's Use only as provided for in Section 1 of this Agreement, and in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authority having jurisdiction.

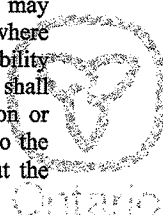
The Licensee shall further ensure that all activity which takes place on or in connection with the Use of the Licensed Premises does not in any way reflect improperly on the Government of Ontario, including without limitation, ensuring that all employees, agents or other representatives of the Licensee are at all times cleanly and neatly clad, orderly and polite in their conduct and their speech.

5.7 Compensation for Damage

To make good any damage to the Licensed Premises and the Site caused by the Licensee, its employees, agents, invitees and those for whom the Licensee, in law, are responsible.

5.8 Insurance

The Licensee shall, at its own cost and expense, take out, carry and maintain in full force and effect during the Term of the Agreement, "all risks" property damage insurance on all buildings and structures on the Licensed Premises, including the Licensee's equipment and fixtures, and comprehensive general liability insurance including personal injury liability and contractual liability, such coverage to include the activities and operations conducted by the Licensee and by those for whom the Licensee is in law responsible. Such comprehensive liability policy shall be written on a comprehensive basis with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence, or such higher limits as the Licensor, acting reasonably, may from time to time require. All of the Licensee's policies shall include the Licensor, where applicable, as an additional insured, contain a severability of interest clause and a cross liability clause, and a waiver of subrogation in favour of the Licensor, and provide that the Licensor shall receive at least thirty (30) days' prior written notice of any material change, termination or cancellation of such policies. Certificates of such insurance coverage shall be provided to the Licensor prior to the commencement date of the Term, and yearly thereafter throughout the Term.



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5.9 Indemnity

The Licensee agrees to indemnify and hold harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, directors, officers, employees, contractors, service providers and those for whom the Licensor is in law responsible, from any direct, incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization arising out of or in any way related to this License.

5.10 Assignment and Sublicense

Not to assign this Agreement.

5.11 Waste

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

5.12 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.

5.13 Waste and Environmental

The Licensee acknowledges and agrees that:

- (a) it shall not store, bring in or permit to be placed, any Environmental Contaminant in the Licensed Premises or the Site. "Environmental Contaminants" means (i) any substance which, when it exists in the Site or the water supplied to or in the Site, or when it is released into the Licensed Premises or the Site 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 Licensed Premises or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, *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);
- (b) it shall not permit the presence of any Environmental Contaminant in the Licensed Premises, except if such is required for the Use and then only if the Licensee is in strict compliance with all relevant governmental authorities, be it federal, provincial or municipal, including, without limitation, Environmental Laws. "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, Ontario Regulation 153/04 (2004) under Part XV.1 of the *EPA*, as amended by Ontario Regulation 511/09 (2009), 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. If the Licensee shall bring or create upon the Site, including the Licensed Premises, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof,

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or sooner if so directed by any governmental authority, be it federal, provincial or municipal, or if required to effect compliance with any Environmental Laws or if required by the Licensor;

- (c) it shall diligently comply with all applicable reporting requirements under Ontario Regulation 127/01-"Airborne Contaminant Discharge Monitoring and Reporting" (the "Regulation") under the *Environmental Protection Act*, R.S.O. 1990, c. E.19 and shall provide the Licensor with copies of all reports submitted to the Ministry of the Environment. The Licensee shall indemnify the Licensor from all loss, costs and liabilities, including all legal expenses, incurred by the Licensor as a result of the Licensee's failure to comply with the Regulation. The Licensee shall permit the Licensor to inspect the Licensed Premises at all reasonable times to conduct air emission testing, as required by the Regulation; and
- (d) it will comply in all respects with all Environmental Laws relating to the Licensed Premises or the Use of the Licensed Premises; promptly notify the Licensor in writing of any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Licensed Premises and the Site or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant, and promptly notify the Licensor of the existence of any Environmental Contaminant in the Licensed Premises or the Site.

If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Licensed Premises or the Site by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee's sole cost and expense, payable on demand.

6. Covenants of the Licensor

The Licensor covenants with the Licensee as follows:

6.1 Use

That the Licensee will have the use of the Licensed Premises on such days and between such times as have been determined by the parties as of the commencement date of the Term and on such additional days as may, at any time during the Term, be authorized by the Licensor.

6.2 Inspection and Entry

The Licensor reserves the right to inspect and enter the Site and the Licensed Premises at any time without notice, and to order, in writing, that the Licensee make changes, if in the Licensor's opinion the Licensee is:

- (a) failing to comply with any term of this Agreement or to comply with any reasonable request of the Licensor;
- (b) permitting, causing or contributing to an unsafe condition;
- (c) doing or permitting any conduct or act which improperly reflects on the Government of Ontario; or
- (d) doing or permitting any other conduct or act which renders it inadvisable that the Licensee be allowed to continue carrying on business under this Agreement.

If the Licensee fails to comply with any such order within the time limit specified therein, the Licensor shall have the right to terminate this Agreement and take possession of the Licensed

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Premises forthwith, and may remove the Licensee and all of its property from the Licensed Premises, and the Licensor shall not be liable in damages or otherwise by reason of any such actions. Any costs associated with such removal, including the clean-up, repair or replacement to the Licensed Premises or the Site shall be the responsibility of the Licensee.

6.3 Insurance

The Licensor acknowledges that so long as Her Majesty the Queen in right of Ontario is the Licensor, the Licensor shall be self-insured with respect of damage to the Site 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.

6.4 Indemnity

The Licensor shall not be liable or responsible to the Licensee, or to any third parties whatsoever in any way for any property damage, injury or death caused by or arising out of this License including any direct, consequential, incidental, indirect, or special damages suffered by the Licensee or others arising from or out of any occurrence in, upon or relating to the use or presence of the Licensed Premises whether or not such damage, loss, injury or death results from any negligence of the Licensor or those for whom the Licensor is in law responsible. The Licensee shall protect, indemnify and hold the Licensor harmless from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property (including any portion of the Site or the Licensed Premises and its equipment, machinery, services, fixtures and improvements) or any other loss or injury whatsoever arising from or out of or as a result of the use of the Licensed Premises. If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee arising out of the presence or use of the Licensed Premises, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses (including legal fees on a substantial indemnity basis) incurred or paid by the Licensor in connection with such litigation.

6.5 Compliance with Laws

To comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority.

7. 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.

8. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and other legal representatives, as the case may be.

9. Governing law

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

10. Licensee Not a Lessee



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No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

11. Freedom of Information

The Licensee acknowledges and agrees that this Agreement, including all commercial and financial information contained herein, is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended.

12. Notices

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:

To the Licensor:

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

With a copy to:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 2L5
Attention: Senior Legal Counsel, Leasing
Fax: (416) 327-2760

With an additional copy to:

CBRE Limited
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – OILC
Fax: (416) 775-3989

To the Licensee:

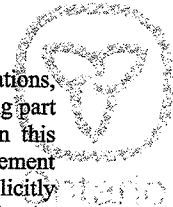
The Corporation of the City of London (Fire Department)
400 Horton Street East
London, Ontario N6B 1L7
Attention: Gwen Francis

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.

13. 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 Agreement save as expressly set out in this Agreement and that this Agreement 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



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Licensor and the Licensee. Schedules "A" and "B", which are attached to this Agreement, form part of this Agreement.

14. Severability

The Licensor and the Licensee agree that all of the provisions of this Agreement 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 Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement 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.

15. Headings and Captions

The headings in this Agreement 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 Agreement nor any of the provisions hereof.

16. Interpretation

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

17. Conflict of Interest

The Licensee and any of its successors, administrators, permitted 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 Licensor, with the License or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor 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 Licensee'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.

18. Time of Essence

Time shall be of the essence hereof.

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19. Not Binding on Licensor

This Agreement is not binding on the Licensor, until it has been duly executed by or on behalf of the Licensor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

SIGNED, SEALED AND DELIVERED:

DATED the ___ day of _____, 20__.

**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(s)

DATED the ___ day of _____, 20__.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Name:
Title:

Per: _____

Name:
Title:

Authorized Signing Officer(s)



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SCHEDULE "A"
Legal Description of the Lands

PT LTS 1, 2 & 3 N CARLING ST & PT LTS 1 & 2 E RIDOUT ST, PLAN 61(W), PT
CARLING ST PLAN 61(W) CLOSED BY LC166012 & LC174526 PT LTS 18 & 20 & ALL LT
19 N DUNDAS ST BEING PT 2 32R26; EXCEPT PT 1 33R6486 LONDON



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SCHEDULE "B"
Plan of Licensed Premises

*Area atop the southhouse of the New
London Court House and Registry Office,
situated at 80 Dundas Street in the City of London,
Agreement to erect and maintain a line-way E.M.
Communication System in the City of London.*

London File M 641.

ANTENNA MOUNTING AT LONDON COUNTY COURT HOUSE BLD for LONDON FIRE DE

