

Revised Page

10. The parties acknowledge and agree that White Oaks Park and the Pavilion, including any signage, features, fixtures or improvements thereon, vest in the City free and clear of all encumbrances and are the sole property of the City.

11. In order for York to receive a tax receipt for the fair market value of the in kind donation, an independent arm's length appraisal or other third party supporting documentation to the satisfactory to the City Treasurer establishing the fair market value, shall be submitted to the City.

12. The parties acknowledge and agree that the City may, in its sole discretion, remove the Pavilion from White Oaks Park.

13. The City has the right, in its sole discretion, to terminate this agreement upon written notice to York at its corporate address if, at any time or for any reason, York fails to comply with the terms and conditions of this agreement.

14. The parties agree that this Agreement shall terminate on June 30, 2021.

15. Despite the termination or expiry of this agreement, Section 12 shall survive termination or expiry of this Agreement.

16. York shall not assign this agreement without the consent, in writing, of the City, which consent may be unreasonably withheld.

17. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective administrators, successors and assigns.

18. This Agreement shall be read with such changes in number and gender as the circumstances require.

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and York has hereunto affixed its corporate seal under the hands of [title of signatory].

DATED this day of , 2020.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

YORK DEVELOPMENTS (LONDON) INC.

Ali Soufan
President

I/we have authority to bind the Corporation.