

**TRANSFER PAYMENT AMENDING AGREEMENT NO.2
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COMMUNITY, CULTURE AND RECREATION INFRASTRUCTURE STREAM**

This Transfer Payment Amending Agreement No.2 for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Infrastructure Stream (the "Amending Agreement No.2") is effective as of the 26th day of March, 2021.

B E T W E E N:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Heritage, Sport, Tourism and Culture
Industries

(the "Province")

- and -

2021 Canada Games Host Society Inc.

(the "Host Society")

- and -

The Regional Municipality of Niagara

(the "Region")

AND FOR THE PURPOSES OF ARTICLE A.34.0 ONLY:

The Corporation of The City of St. Catharines

(the "City of St. Catharines")

- and -

The Corporation of The City of Thorold

(the "City of Thorold")

- and -

Brock University

BACKGROUND

1. The Province and the Recipient and the Participants (for the purposes of Article A.34.0 (Participants) only) entered into an agreement effective as of the 30th day of August, 2019, as amended by the amending agreement dated November 1, 2020, (collectively, the “**Agreement**”) to assist the Recipient in carrying out the Project called Canada Games Park in support of the 2021 Canada Games (the “Games”), which is to be held in the Niagara Region, and ultimately for use by the community.
2. While the initial arrangement was for the Province to fund the Host Society as a single transfer payment recipient in order to carry out the Project, and the Games were originally scheduled for August of 2021, the Parties and the Participants wish to amend the Agreement to add the Region as a second transfer payment recipient and to reflect that as a result of COVID-19 the Games have been postponed to August of 2022, in the manner set out in this Amending Agreement No.2.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Province, the Host Society and the Region hereto agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement No.2 have the meanings ascribed to them in the Agreement.

Host Society and Region to be the Recipient

2. In addition to its role as a Participant under Article A.34.0 (Participants) of the Agreement, the Agreement is hereby amended to add the Region as a second transfer payment recipient under the Agreement effective from and after the date of this Amending Agreement No.2.
3. The Host Society and the Region, as joint transfer payment recipients under the Agreement, hereby agree to be held jointly and severally liable to the Province for all of the obligations of the Recipient under the Agreement effective from and after the date of this Amending Agreement No.2.

Games Postponed to 2022

4. The Agreement is amended to reflect that the Games have been postponed to

August of 2022.

Supporting Amendments

Host Society and Region to be Recipient

5. Effective from and after the date of this Amending Agreement No. 2 (with the exception of the historical reference to Recipient in paragraph 6 of the Background section) the term Recipient under the Agreement is hereby amended to refer jointly to both the Host Society and the Region. For purposes of clarity:
 - (a) the term Parties under the Agreement will accordingly now include the Region, in addition to the Province and the Host Society; and
 - (b) the word Participant under the Agreement will continue to apply to the Region, in addition to the City of St. Catharines, the City of Thorold and Brock University (and together they will continue to be referred to as the Participants under the Agreement).
6. The Parties hereby agree that all requests for payment made in accordance with section A.4.11 (Recipient's Request for Payment and Payment Procedures) of the Agreement, on or after the date of this Amendment Agreement No.2, shall be submitted to the Province by the Region on behalf of the Recipient.
7. The Recipient hereby directs the Province to pay all Funds on or after the date of this Amending Agreement No.2 to the Region at the bank and account number to be provided by the Region. The foregoing in no way limits the Province's ability to exercise its rights, including any right of corrective action under section A.12.2 (Consequences of Events of Default and Corrective Action) of the Agreement, as against the Recipient.
8. The Recipient hereby acknowledges that as of the date of this Amending Agreement No.2 the Province has already flowed \$46,400,000.00 in Funds to the Host Society under the Agreement.
9. The Parties hereby agree that all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review) of the Agreement, on or after the date of this Amending Agreement No.2, shall be provided to the Province by the Region on behalf of the Recipient.
10. Notice provided by the Province to the Recipient on or after the date of this Amending Agreement No.2 will be provided to the Region on behalf of the Recipient using the following contact information for the Region:

Position: Chief Administrative Officer

Address: 1815 Sir Isaac Brock Way, P. O. Box 1042, Thorold, ON, L2V 4T7

Phone: 905-980-6000
Email: Ron.Tripp@niagararegion.ca

As such, the second column of the fourth row of the chart in Schedule "B" (Specific Information) of the Agreement setting out the contact information for the Host Society is hereby deleted and replaced with the contact information for the Region as set out above in this section.

11. The Parties hereby agree that Notice provided to the Region on or after the date of this Amending Agreement No.2 in accordance with section 10 above, will constitute valid Notice provided to the Recipient under the Agreement and that no further Notice to the Host Society will be required to effect valid Notice to the Recipient.
12. The position of the authorized representative designated by the Recipient from the Host Society for the purpose of sections A.32.2 (Special Conditions for Second Instalment of Funds), C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting) of the Agreement as set out in the second column of the sixth row of the chart in Schedule "B" (Specific Information) of the Agreement is hereby deleted and replaced with the position of a representative from the Region as set out below:

Position: Chief Administrative Officer

13. The contact information for the senior financial person in the Recipient organization to respond to requests from the Province related to the Agreement, currently from the Host Society, as set out in the second column of the seventh row of the chart in Schedule "B" (Specific Information) of the Agreement, is hereby deleted and replaced with the contact information of a senior financial person from the Region as set out below:

Position: Commissioner, Corporate Services & Treasurer
Address: 1815 Sir Isaac Brock Way, P. O. Box 1042, Thorold, ON, L2V 4T7
Phone: 905-980-6000
Email: todd.harrison@niagararegion.ca

14. Section A.24.1 (Joint and Several Liability) of the Agreement is hereby deleted and replaced with the following:

A.24.1 **Joint and Several Liability.** In their capacity as joint transfer payment recipients under the Agreement, effective from and after February 3, 2021, each of the 2021 Canada Games Host Society Inc. and the Region, who together are referred to under this Agreement as the Recipient, will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

15. Sections A.34.1 (Region and Committee Membership), A.34.2 (Region and Notices from Province), A.34.3 (Region and Notice, Reports and Information from the Recipient) and A.34.10 (Possible Assignment to Participants) of the Agreement are hereby deleted.
16. Section A.34.12 (Limited Application) of the Agreement is hereby deleted and replaced with the following:

A.34.12 Limited Application. With the exception of the Region, the Participants acknowledge and agree that their rights and obligations under this Agreement are limited to those set out under this Article A.34.0 (Participants) and any parts, Articles, sections, paragraphs, Schedules or Sub-schedules (or portions thereof) incorporated by reference under this Article A.34.0 (Participants). In addition to its rights and obligations under Article A.34.0 (Participants), effective from and after February 3, 2021, the Region along with the 2021 Canada Games Host Society Inc., is also jointly subject to the rights and obligations of the Recipient under Agreement.
17. The references to "... the 2021 Canada Games Host Society Inc. (the "Recipient") ..." in the first paragraph of the forms of certificate located in Sub-schedules "J.1" (Form of Certificate from Recipient) and "J.4" (Form of Certificate from an Independent Engineer to Certify Progress) of the Agreement are hereby deleted and replaced with "... the 2021 Canada Games Host Society Inc. and the Regional Municipality of Niagara (together referred to as the "Recipient") ..."
18. The references to "... the [insert the legal name of the Recipient] (the "Recipient") ..." in the first paragraph of the forms of certificate located in Sub-schedules "J.2" (Form of Declaration of Project Substantial Completion) and "J.3" (Form of Certificate from a Professional Engineer for Project Substantial Completion)" of the Agreement are hereby deleted and replaced with the "...2021 Canada Games Host Society Inc. and the Regional Municipality of Niagara (together referred to as the "Recipient") ..."
19. The Parties hereby agree that for purposes of executing the forms of certificate located in Sub-schedules "J.1" (Form of Certificate from Recipient)(including Appendix "A"), "J.2" (Form of Declaration of Project Substantial Completion) of the Agreement, the Recipient's authorized representative will be from the Region.
20. The Parties hereby agree that for the purposes of completing Appendix "A" to the form of certificate located in Sub-schedule "J.1" (Form of Certificate from Recipient) of the Agreement, the Recipient's contact person will be from the Region.

21. Schedule "K" (Committee) of the Agreement is amended as follows:
- The reference to "... the 2021 Canada Games Host Society Inc. (the "Recipient")..." in paragraph 2 of section 1 of the Terms of Reference is hereby deleted and replaced with "... the 2021 Canada Games Host Society Inc. (the "Host Society") and the Regional Municipality of Niagara (the "Region")(together referred to as the "Recipient") ..."
 - The reference to "... the Recipient and the Regional Municipality of Niagara ("the Region") in paragraph 6 of section 1 of the Terms of Reference are hereby deleted and replaced with "... the Host Society and the Region."
 - The reference to "the Recipient" in paragraph 1 of section 3 of the Terms of References is hereby deleted and replaced with "the Host Society"
 - The fourth and fifth bullets under the "Members" heading in section 4 of the Terms of Reference are hereby deleted and replaced with the following:
 - Chair of the Board of Directors of the Host Society (the "Chair of the Host Society")
 - Manager, Legacy and Infrastructure of the Host Society
 - The reference to "The Chair of the Recipient ..." in the second bullet under section 5 of the Terms of Reference is hereby deleted and replaced with "The Chair of the Host Society ..."

Games Postponed to 2022

22. Section A.3.2 (Games Readiness) of the Agreement is hereby deleted.
23. The words "After the Games" in Section A.5.5 (Transfer of Assets) of the Agreement are hereby deleted.
24. The references to the "2021 Canada Games" in the following locations throughout the Agreement are hereby deleted and replaced with the "2022 Canada Games":
- Section A.30.1 (Establishment of Committee) of the Agreement
 - Schedule "K" (Committee) of the Agreement
25. The references to the "2021 Canada Summer Games Capital Infrastructure Initiatives Steering Committee" in Schedule K (Committee) of the Agreement are hereby deleted and replaced with the "2022 Canada Summer Games Capital Infrastructure Initiatives Steering Committee".

26. Section A.34.8 (Recipient Transfer of Assets After the Games) of the Agreement is hereby deleted and replaced with the following:

A.34.8 **Recipient Transfer of Assets.** The Recipient will transfer title to and ownership of any Asset acquired in respect of the Project to the Participants (at a ratio of 25% per Participant) following completion of construction of the Project.

27. The words "After the Games" in the heading of section A.34.9 (Participant Disposal of Assets After the Games) are hereby deleted.

Other Technical Amendments

28. The reference to "the Province and Canada having provided their consent" in paragraph A.32.2(c) of the Agreement is hereby deleted and replaced with "the Province having provided its consent".

29. The reference to "90 days" in paragraph D.2.1(d) of the Agreement is hereby deleted and replaced with "60 days".

General Provisions

30. Amending Agreement No.2 shall be effective as of the date set out at the top of the Amending Agreement No.2.

31. Except for the amendments provided for in this Amending Agreement No.2, all provisions in the Agreement shall remain in full force and effect.

32. The Agreement as amended by this Amending Agreement No.2 constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

The Parties and Participants have executed this Amending Agreement No.2 on the dates set out below.

May 12, 2021


Date

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister
of Heritage, Sport, Tourism and Culture Industries

Name: Lisa MacLeod
Title: Minister

March 27, 2021

2021 CANADA GAMES HOST SOCIETY INC.


Doug Hamilton (Mar 27, 2021 19:13 EDT)

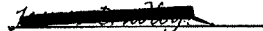
Date

Name: Doug Hamilton
Title: Chair

I have authority to bind the Host Society Inc.

March 29, 2021

THE REGIONAL MUNICIPALITY OF NIAGARA

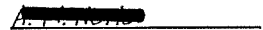

James Bradley (Mar 29, 2021 12:02 EDT)

Date

Name: James Bradley
Title: Regional Chair

I have authority to bind the Region

March 29, 2021


A. M. Norio (Mar 29, 2021 12:10 EDT)

Date


Name: Ann-Marie Norio
Title: Regional Clerk

I have authority to bind the Region

AND FOR THE PURPOSES OF ARTICLE A.34.0 ONLY:

March 29, 2021

THE CORPORATION OF THE CITY OF ST. CATHARINES

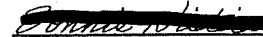

Walter Sendzik (Mar 29, 2021 19:53 EDT)

Date

Name: Walter Sendzik
Title: Mayor

I have authority to bind the City of St. Catharines.

March 30, 2021


Bonnie Nistico-Dunk (Mar 30, 2021 13:26 EDT)

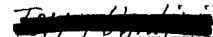
Date

Name: Bonnie Nistico-Dunk
Title: City Clerk

I have authority to bind the City of St. Catharines.

THE CORPORATION OF THE CITY OF THOROLD

April 6, 2021

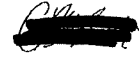

Terry Ugolini (Apr 7, 2021 09:08 EDT)

Date

Name: Terry Ugolini
Title: Mayor

I have authority to bind the City of Thorold.

April 6, 2021



Date

Name: Carrie McIntosh
Title: Deputy City Clerk

I have authority to bind the City of Thorold.

BROCK UNIVERSITY

April 7, 2021




Date

Name: Gervan Fearon
Title: President

I have authority to bind Brock University.

April 13, 2021


Josh Tonnos (Apr 13, 2021 14:49 EDT)

Date

Name: Josh Tonnos
Title: AVP Financial Services & CFO

I have authority to bind Brock University.

April 13, 2021



Date

Name: Scott Johnstone
Title: Senior AVP, Operations & Infrastructure Services

I have authority to bind Brock University.