

**AMENDING AGREEMENT NO.: 2 TO A TRANSFER PAYMENT AGREEMENT FOR
THE ONTARIO COMMUNITY INFRASTRUCTURE FUND
APPLICATION-BASED COMPONENT**

BETWEEN:

Her Majesty the Queen in right of Ontario as
represented by the Minister of Infrastructure

(the “**Province**”)

- and -

THE CORPORATION OF THE TOWN OF ERIN
(CRA# 873738090)

(the “**Recipient**”)

BACKGROUND

The Province, as represented by the Minister of Agriculture, Food and Rural Affairs, and the Recipient entered into an agreement under the Ontario Community Infrastructure Fund – Application-Based Component effective as of March 27, 2018 (the “**Agreement**”).

An amending agreement effective September 26, 2019 (the “**First Amending Agreement**”) was executed by the Recipient and the Province as represented by the Minister of Agriculture, Food and Rural Affairs.

The Ministry of Infrastructure assumed responsibility for the Agreement from the Ministry of Agriculture, Food and Rural Affairs.

Section 3.1 of the Agreement provides for amendments to it if they are in writing.

The Parties wish to amend the Agreement in the manner set out under this amending agreement (the “**Second Amending Agreement**”).

CONSIDERATION

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1. Capitalized terms used but not defined in this Second Amending Agreement have the meanings ascribed to them in the Agreement.

2. This Second Amending Agreement is effective as of the date of signature of the last party to sign it.
3. Section C2 of the Agreement is deleted and replaced with the following:
C2 Expiration Date. The Expiration Date means June 30, 2021, unless this Agreement is terminated earlier, in which it means the date of termination.
4. Section C3 of the Agreement is deleted and replaced with the following:
C3 Project Completion Date. The Project will be completed no later than December 31, 2020. For clarity this means Substantial Completion must have occurred.
5. Except for the amendments expressly provided for in the First Amending Agreement and in this Second Amending Agreement, all provisions in the Agreement will remain in full force and effect.
6. This Second Amending Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument.
7. This Second Amending Agreement may be validly executed electronically and the respective electronic signatures are the legal equivalent of manual signatures. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of this Second Amending Agreement may be brought about as follows:
 - (i) a manual signature of an authorized signing representative placed in the respective signature line of this Second Amending Agreement and it is delivered by facsimile transmission to the other Party;
 - (ii) a manual signature of an authorized signing representative placed in the respective signature line of this Second Amending Agreement and it is scanned as a PDF file and delivered by email to the other Party;
 - (iii) a digital signature, including the name of the authorized signing representative is typed in the respective signature line of the Second Amending Agreement, an image of a manual signature or an Adobe e-signature of an authorized signing representative, or any other digital signature of an authorized signing representative with the other Party's prior written consent, is placed in the respective signature line of this Second Amending Agreement and it is delivered by email to the other Party; or
 - (iii) any other means with the other Party's prior written consent.

The Parties have executed this Second Amending Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Laurie Scott
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

THE CORPORATION OF THE TOWN OF ERIN

Date

Name:

Title:

I have authority to bind the Recipient.

Date

Name:

Title:

I have authority to bind the Recipient.