

This Amending Agreement No. 2 effective as of December 9, 2024,

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Infrastructure

(the “**Province**”)

- and –

CORPORATION OF THE MUNICIPALITY OF ST. CHARLES

(CRA# 108146390)

(the “**Recipient**”)

BACKGROUND

1. The Province and the Recipient entered into an agreement effective as of September 13, 2021 (the “**Agreement**”) as amended by an amending Agreement No.1 (the “**Amending Agreement No.1**”) effective as of October 5, 2021.
2. The Parties wish to amend the Agreement in the manner set out in this amending agreement (the “**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 Parties hereto agree as follows:

1. Capitalized terms used but not defined in Amending Agreement No. 2 have the meanings ascribed to them in the Agreement.
2. Section A.3.2. of Schedule “A” of the Agreement is deleted and replaced with the following:

A.3.2. **Substantial Completion.** The Recipient will ensure that each Project set out below is Substantially Completed on or before the associated date set out below:

Project ID	Project Title	Project Substantial Completion Date
2020-11-1-1464933014	Replacement of King Street East Sidewalks	March 31, 2026

3. Section B.1.1 of Schedule “B” of the Agreement is deleted and replaced with the following:

B1.1. Expiration Date. The Expiration Date is December 31, 2026

4. Paragraph E.2.1(b) of Schedule “E” of the Agreement is deleted and replaced with following:

(b) Cost incurred after the date by which the Project must be Substantially Completed, as set out in section A.3.2. (Substantial Completion).

5. Section F.1.1 of Schedule “F” of the Agreement is deleted and replaced with the following:

F.1.1 Recipient’s Participation in Project and ICIP Evaluations. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after the required substantial completion date for the Project as set out in the section A.3.2. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

6. This Amending Agreement No.2 shall be effective as of the date set out at the top of the Amending Agreement No.2.
7. Except for the amendments provided for in Amending Agreement No.2, all provisions in the Agreement shall remain in full force and effect.
8. This Amending Agreement No.2 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.
9. This Amending Agreement No.2 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 Amending Agreement No.2 may be brought about as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of this Amending Agreement No.2, and it is scanned as a PDF file and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative is typed in the respective signature line of the Amending Agreement No.2, 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 Amending Agreement No.2 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 Amending Agreement No. 2 on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Infrastructure**

Paramjit Kaur
Director, Infrastructure Program Delivery Branch
Ministry of Infrastructure

Date

CORPORATION OF THE MUNICIPALITY OF ST. CHARLES

Name:
Title:

Date

I have authority to bind the Recipient.

Name:
Title:

Date

I have authority to bind the Recipient.