

SPECIAL EVENT AGREEMENT

Made as of the 19th day of June, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW
(Hereinafter referred to as the “Township”)

-and-

THE CORPORATION OF THE COUNTY OF SIMCOE
(Hereinafter referred to as the “County”)

-and-

MF LIVE INC.
A corporation incorporated pursuant to the laws of Alberta
(Hereinafter referred to as “MF Live”)

-and-

TAURUS INVESTMENT GROUP INC.
A corporation incorporated pursuant to the laws of Alberta
(Hereinafter referred to as “Taurus”)

-and-

EDENVALE AERODROME LIMITED
A corporation incorporated pursuant to the laws of Ontario
(Hereinafter referred to as “EAL”)

(MF Live, Taurus, and EAL hereinafter collectively referred to as the “Promoters”)

WHEREAS:

A. The Township, the County and the Promoters understand that the Promoters intend to hold a classic rock music festival (including an armed forces video tribute and celebration event commencing on July 10th) running from July 11th, 2019 to July 14th, 2019 (hereinafter referred to as “**Roxodus**”) on the privately-owned properties located within the Township, municipally known as 5195 and 5403 ON-26, Stayner and 1180 15/16 Sideroad South, Stayner, and as more particularly described on Schedule “A” attached hereto (hereinafter collectively referred to as the “**Subject Lands**”).

B. The Promoters acknowledge and agree that Roxodus shall not take place on the Subject Lands unless all requirements of this Agreement are met.

C. The Roxodus event is considered a significant event and is designated as such thereby

requiring the issuance of a Special Event Permit by the Township, which is to be concurred in by the County.

D. The Promoters expressly acknowledge and agree that nothing in this Agreement shall or can be construed as providing permission, authorization, consent or approval for Roxodus to occur contrary to Township or County by-laws and does not in any way prejudice any decision to be made with respect to an application for approval of a temporary use by-law submitted to the Township or the County.

E. The Promoters have applied for a temporary use by-law under s. 39 of the *Planning Act*, R.S.O. 1990, c. P.13 (the "Planning Act") in relation to the Subject Lands for Roxodus.

F. A temporary use by-law is considered a re-zoning by-law under section 34 of the Planning Act, and section 34(16.2) of the Planning Act permits the registration of this Agreement against the title to the Subject Lands to which it applies in order to secure the obligations of the Owner under the temporary use by-law.

G. The application for the temporary use by-law is currently under consideration by the Township and is being reviewed by the County.

NOW THEREFORE the Township and Promoters agree as follows:

1. No Events Without Compliance with Applicable Law

The Promoters expressly agree that no concerts, music festivals, or other events, including Roxodus, shall occur or be permitted to occur on any of the Subject Lands unless all applicable laws have been complied with, including, but not limited to, any zoning by-laws and licensing by-laws and the issuance of a Special Event Permit which is conditional upon the entering into of this Agreement with the Township and County by the Promoters. For greater certainty, the Promoters shall make their best efforts to comply with the requirements of the temporary use by-law once enacted by Township Council notwithstanding any appeal that may be initiated. Despite any appeal that may be initiated, the Promoters expressly agree that they shall be bound by and adhere to the terms of this Agreement.

2. Township Not Having Any General Financial Obligations

Except as expressly agreed within this Agreement, the Promoters acknowledge and agree that the Township and the County shall have no responsibility, financial or otherwise, with respect to any events held or to be held at the Subject Lands, other than the services expressly specified in this Agreement in relation to Roxodus.

3. Obligation of Promoters to Pay All Costs

The Promoters expressly agree that they shall be jointly and severally responsible for any and all costs incurred by the Township or the County that are the obligation of the Promoters pursuant to this Agreement or otherwise, as determined by the Township or the County as the case may be, in their sole discretion, which shall be invoiced to the

Promoters at the Township's or County's normal rate as identified by Township or County by-law or on the basis of the Township's or County's cost. In this regard, the Promoter agrees to maintain with the Township an evergreen deposit in the amount of \$20,000.00 to cover administrative, planning approval, legal costs and enforcement costs prior to and for a period of sixty (60) days following the Roxodus event. This fund may be drawn on by the County if any of the costs mentioned in this paragraph or elsewhere in this Agreement are not paid within 30 days of invoice.

4. Emergency Services

The Promoters agree that:

- (a) all emergency services agreement(s) shall be in place prior to the holding of Roxodus, during Roxodus and during any and all clean-up relating to Roxodus, including, but not limited to, the Simcoe County Paramedic Services, Ontario Provincial Police and the Township's Fire Department;
- (b) any services required outside of endorsed agreement(s) made with the Township's Fire Department, Simcoe County Paramedic Services and Ontario Provincial Police shall be invoiced at full cost recovery, including any costs associated with emergency management and responses required as a result of an emergency that is directly attributable to Roxodus, and the Promoters jointly and severally agree to reimburse the Township and the County as the case may be upon receipt of invoice; and
- (c) should there be a life safety emergency during the course of Roxodus, the Fire Chief of the Township shall have the absolute and unfettered authority to shut down Roxodus following discussions with other agency officials.

5. Compliance Requirements

The Promoters shall comply with all federal, provincial and municipal laws and all applicable legislation meeting all requirements of applicable agencies, providing proof, including, but not limited to:

- Occupational Health and Safety & First Aid CPR
- The Workplace Safety and Insurance Board
- Alcohol and Gaming Commission of Ontario
- Ministry of Transportation
- Ministry of the Environment, Conservation and Parks
- Any Federal Laws including Aviation Laws that may apply

The Promoters agree that:

- (a) They shall obtain all building permits and other such federal, provincial and municipal or agency approvals required for the construction on any buildings, structures or works, temporary or permanent, on the Subject Lands.

- (b) Roxodus shall not take place unless the Ontario Ministry of Transportation, the County and the Township have approved a traffic management plan for Roxodus in relation to Ontario Highway 26 and the proposed access to and from the Roxodus event (the “**Traffic Management Plan**”).
- (c) They shall perform all required waste cleanup following Roxodus, as determined by the Township in its absolute discretion, whether occurring on the Subject Lands or elsewhere within the Township of Clearview, if in the Township’s sole discretion such waste is as a result of Roxodus or created by the Promoters, their agents, invited guests or attendees of Roxodus. It is acknowledged that as this is a private event on private land, Roxodus is not entitled to any services of the Simcoe County Waste Management Department.;
- (d) They shall pay for all emergency services related to Roxodus including: policing, fire department, ambulance and paramedic services. The Promoters further agree to reimburse the Township and County if any costs are incurred by the Township in relation to any additional emergency services required as a result of Roxodus;
- (e) They shall reimburse the Township and County for all expenses incurred by the Township in connection with any additional staffing requirements related to Roxodus; and
- (f) They shall reimburse the Township and County for all expenses incurred by the Township in connection with the hiring of any contractors or other personnel in relation to Roxodus, whether such costs be related to preventative maintenance, repairs, increases in the capacity of any Township infrastructure, or any other reason.

6. **Infrastructure, Pre/Post Road Inspections and Rehabilitation**

The Promoters agree:

- (a) That the Township and/or the County will undertake a pre/post event road inspection of 15/16 Sunnidale Sideroad South, 12/13 Sunnidale Sideroad South, ON-26, and any other highways identified in the Traffic Management Plan and other highways within their particular jurisdiction prior to and following Roxodus. The Promoters agree to reimburse the Township and County as the case may be for all costs associated with these inspections upon receipt of invoice;
- (b) To pay for all required improvements to 15/16 Sunnidale Sideroad South and 12/13 Sunnidale Sideroad South, or any other highways owned by the Township or the County deemed necessary by the Township or County as the case may be as a result of the above noted road inspection or any other traffic assessments for Roxodus (the “**Road Improvements**”). Any payments incurred by the Township or County in relation to the Road

Improvements, including but not limited to: project management, contractor selection and payment to contractors; shall be reimbursed by the Promoters. It is acknowledged that the County roads to be accessed for the event are arterial roads and should require minimal, if any improvement:

- (c) To reimburse the Township or the County as the case may be for all expenses incurred in relation to damage to any highways or other lands, owned by the Township and County including but not limited to the cost to repair any damage caused to 15/16 Sunnidale Sideroad South, 12/13 Sunnidale Sideroad South and ON-26 and County roads which has been attributed by the Township or the County to the Promoters, their agents and permitted invitees, or any attendees of Roxodus arising prior to, during or following Roxodus. It is understood that the County roads to be accessed for the event are arterial roads and should require minimal, if any repair; and
- (d) That they will not permit any construction liens to be registered against title to any highways owned by the Township or the County as a result of the Road Improvements. The Promoters will promptly discharge or vacate any liens that are registered against any lands owned by the Township or County in connection with any Road Improvements. This obligation to discharge shall be in force from the commencement of the Road Improvements until the later of; (i) when the period for the registration of any liens on such properties related to work performed for the Road Improvements under the *Construction Act (Ontario)* expires or (ii) if any liens are placed on such properties in relation to the Road Improvements, upon the discharge of said liens from the subject properties.

7. Refreshment Vehicles and Food Service Venues

The Promoters shall require all refreshment vehicles and food service venues that will be operating on the Subject Lands during the course of Roxodus to pass a fire inspection by the Township's designated Fire Inspector and to be validly licensed by the Township prior to Roxodus occurring on the Subject Lands.

8. Environmentally Protected Areas

Unless otherwise Agreed to by the Township in writing, the Promoters agree that they are not permitted to use any of the Subject Lands for Roxodus if those lands are zoned as 'Environmental Protection (EP)' under the Clearview Township Zoning By-Law 06-54, 2006. The Promoters agree that they shall be jointly and severally liable to restore any portion of the Subject Lands zoned as 'Environmental Protection (EP)' to their original state to the satisfaction of the Nottawasaga Valley Conservation Authority (the "NVCA") if any damage is caused or changes are made to the lands which are caused by the Promoters, their agents, invited guests or any attendees of Roxodus, whether during Roxodus, or as part of the preparations for or clean-up related to Roxodus. This section is subject to the further provisions of paragraph 9 below.

9. County of Simcoe and Nottawasaga Valley Conservation Authority Requirements

The Promoters agree to negotiate in good faith a resolution of the issues identified in letters dated May 27, 2019 submitted by the County and the Nottawasaga Valley Conservation Authority (the "NVCA") to the Township concerning the enactment of the proposed temporary use by-law as those issues relate to compensation and/or remediation to address the removal of trees and vegetation and the placement of fill prior to obtaining the required approvals and permits and any damage that may have been caused to the Natural Heritage Features or their ecological functions. In this regard and for the purposes of this section, the County shall be entitled but not obligated to act as the authorized agent of the NVCA in connection with the negotiation of remediation or compensation with the Promoters pursuant to this Section or section 8 above. The County shall also be entitled to appoint a member of the staff of the NVCA, in addition to its own representative, to be directly involved in such negotiations. To better assess any potential requirements under this section, Roxodus agrees to convene a site inspection by representatives of the County and NVCA no later than ten days after the signing of this Agreement, but in no event later than June 25, 2019. If a resolution satisfactory to the County, NVCA and the Promoters is unable to be reached between them, any time after 6 months from the date of this Agreement, (or earlier if all parties agree) any party may initiate a request to submit such issues to mediation upon terms to be agreed upon, or to arbitration on terms to be agreed upon, and failing such agreement, to be determined pursuant to the provisions of the Arbitrations Act, 1991, S.O. 1991, C.17 as amended.

10. Noise

The Promoters agree to comply with the Township's Noise By-law and shall cooperate and comply with Township Municipal Law Enforcement Staff. It is acknowledged that the Promoters have hired J.E. Coulter Associates Limited ("Coulter") as consulting engineers in acoustics, noise & vibration. Coulter has prepared a letter dated May 1, 2019 addressed to Donnelly Law in which Coulter has set out the results of a noise impact review for Roxodus as well as recommended mitigation measures to help manage the noise impact of the music festival (the "Noise Monitoring Report"). The Promoters agree to adhere to the sound level limitations set out in the Noise Report as well as the recommendations made by Coulter to minimize the impact of Roxodus on surrounding properties. For greater certainty, the Promoters and the Township agree to the following terms with respect to noise levels and noise controls during the Roxodus event:

1. The Promoters and the Township agree to the following amplified sound levels and requirements for Roxodus and have obtained a Special Event Permit from the Township with all sound levels noted below measured at the front of house (stage mixing board):
 - a) Best efforts by the promoter will be made to achieve the following guidelines: On July 10 through July 14, 2019 from 11 am to 11:15 pm, sound from the primary stage will be limited to 105 dBA, while sound from the secondary stage from 11am to 2am will be limited to 95 dBA, both measured at the sound mixing booth;
 - b) All sound limits listed above are expressed as 5-minute equivalent sound levels Leq (5 min) and sound levels will also be tracked instantaneously. Sound data

measurements will be logged both as Leq (5 min) and Leq (60 min) dBA formats. The 5-minute period is intended to represent the length of one song;

- c) Notwithstanding the above, if sound levels exceed the set limits listed above, the Promoters will make best efforts within minutes of notification by the acoustical auditor to the Township by contacting the individual responsible for sound management noted in paragraph 4(c) below to correct and ensure compliance within the 60 min LEQ;
 - d) The Promoters will set up sound monitoring equipment that will monitor amplified sound levels and provide real time sound level recordings in order for the operators to adjust levels to ensure compliance with the levels noted above. All equipment is to be calibrated during the sound testing and again on the event date;
 - e) The Promoters agree to respond via text communication in real time to record the sound level data for any/all exceedances of the above-noted limits. Township staff will have access to all of the recordings, when requested from the Promoters in order to validate the cause of the sound exceedance. Records shall be kept of the times of the band performance sets to allow coordination of the sound measurement data. The records shall be kept for at least one (1) year following the event unless an alternate date for described of these measurements is determined by mutual agreement between the Township and the Promoters.
2. The Promoters agree that they will respond via adjustment from the mixing boards throughout duration of the event and will ensure that sound emission levels maintain compliance with the limits noted above and do not exceed the limits as guided by the auditor.
 3. Township staff will monitor the sound board through on-site attendance during the event and will review the sound data daily graphs.
 4. The Promoters will undertake the following sound monitoring program throughout the duration of the Roxodus event:
 - a) To elevate the position of the sound measurement microphone in an effort to reduce the potential impact of the crowd on the front of house monitoring levels;
 - b) Township staff shall have full access to the site and are able to consult with the Promoters' staff, or auditors engaged in measuring sound levels at the sound mixing board (front of house);
 - c) The Promoters shall provide Township staff in writing the full contact information for the appointed sound manager responsible for sound management by end of business on July 4, 2019 and also an alternate contact should Township staff not be able to reach the appointed sound manager;

- d) Township staff shall have full access to and be able to consult with the Promoters' sound manager throughout the duration of the event; and
- e) The Promoters agree to adhere to, carry out, implement and satisfy the requirements and recommendations set out in the Noise Monitoring Report.

In the event that there is an exceedance of the noise contours set out in the Noise Monitoring Report, the Promoters shall be liable to pay to the Township the sum of Five Thousand (\$5,000.00) per exceedance.

11. Site Clean-up

The Promoters agree to complete a full clean-up of the Subject Lands, or any other lands used for Roxodus, to their pre-event state, ensuring that they are clean and safe within ten (10) business days of the conclusion of Roxodus. The Promoters agree to be responsible for any and all costs associated with the depositing of sewage or refuse, and/or damage occurring on private, municipal property or highway and roadsides identified within the Traffic Management Plan that is directly attributable to Roxodus and to reimburse to the Township and/or the County as the case may be upon receipt of invoice.

12. Security

The Promoters agree to provide adequate security and take necessary measures to ensure that patrons attending and leaving the Roxodus event site enter and exit only through designated travel routes and that they do not illegally enter on or trespass onto neighbouring properties.

13. Traffic Management and Parking

The Promoters have retained Tatham Engineering Limited ("Tatham") to prepare a traffic management plan (the "Traffic Management Plan") which is summarized and set out in a letter dated May 1, 2019 addressed by Tatham to MF Live Inc. The Traffic Management Plan sets out in detail how traffic entering and leaving the Roxodus site is to be managed including travel routes to and from the parking areas that have been designated by the Promoters for those attending the Roxodus concert event. The Promoters agree to adhere to the requirements of the Traffic Management Plan and shall make every effort to ensure that all vehicles are properly directed to the designated parking areas within the Subject Lands. The Promoters acknowledge that the Township has imposed a temporary parking prohibition on local roads within the vicinity of the Subject Lands and the Promoters shall be responsible for the costs associated all with signage to be erected and placed on the local roads to provide notice to the public of the parking prohibition during the Roxodus event. The signage shall comply with the requirements of the Highway Traffic Act regulations and shall remain in place on the designated local roads for the duration of the event after which the Promoters shall be responsible for their removal and storage in contemplation of future use.

14. Indemnification and Release

The Promoters agree, before, during and after Roxodus, at their own cost, expense and risk, to, jointly and severally, save, defend and keep completely harmless and fully indemnify the Township and the County and each of their respective elected officials, officers, employees, volunteers, sponsors and agents of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Township or the County or each of their respective elected officials, officers, employees, volunteers and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Township or the County or each of their respective elected officials, officers, employees, volunteers and agents, or any of them, by reason of, or on account of, or in consequence of the use of the Subject Lands by the Promoters and their invitees, guests or attendees of Roxodus, however, such indemnity shall not apply to any action, suit, claim, execution or demand made upon the indemnified parties arising directly or consequentially from the Promoters having fully complied with any orders or directions issued by the indemnified parties. For purposes of this paragraph and those hereunder, and the items contained in paragraphs 8 and 9 herein, it is acknowledged that the NVCA is the agent of the County,

The Promoters jointly and severally agree to pay to the Township or the County respectively and to each such elected official, officer, employee, volunteer or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Township or the County or by any of their respective elected officials, officers, employees, volunteers, sponsors and agents in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Township or the County or any of their respective elected officials, officers, employees, volunteers or agents in settlement of or in discharge or on account thereof.

The Promoters also release the Township and the County and each of their respective elected officials, officers, employees, volunteers, sponsors and agents of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the Township or the County or their respective elected officials, officers, employees, volunteers and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Promoters by reason of, or on account of, or in consequence of the use of the Subject Lands by the Promoters and their invitees, guests or attendees of Roxodus, provided, however, that such release shall not apply to any loss, costs, charges, damages, liens and expenses incurred by the Promoters arising directly from the gross negligence and/or willful misconduct of the Township or the County or their respective officers, employees, agents, volunteers, or agents.

15. Insurance

The Promoters shall maintain liability insurance acceptable to the Township and the County for itself, its affiliates and any and all subsidiaries, from the date of this Agreement until one year from the date of the Roxodus, being July 13th, 2020. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all available coverage extensions/ endorsements, in an amount of not less than \$10,000,000 per occurrence. Such insurance shall name **The Corporation of the Township of**

Clearview and any other person or party identified in the contract documents including the County, as an additional insured with a cross liability endorsement and severability of interest provision. The policy SIR/deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. The policy shall include a specific endorsement confirming coverage for any offsite damage claims arising with respect to properties located within a one (1) kilometer radius of the Roxodus event due to vandalism or theft which occurs during the course of the event.

The Promoters shall maintain liability insurance on all owned, non-owned and leased automobiles or other vehicles used in the performance of this project to a limit of \$5,000,000 per occurrence until one year after the date of the Roxodus, being July 13th, 2020.

Prior to the commencement of any work in relation to the Subject Lands or Roxodus, the Promoters shall forward a Certificate of Insurance (Commercial) on the Township's standard form evidencing this insurance with the executed Agreement. The Certificate of Insurance (Commercial) shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by certified mail to the Township.

Prior to the commencement of the Roxodus event, the Promoters shall further provide a Certificate of Insurance (Festival) evidencing the insurance coverage for the Roxodus event itself, which shall be binding as of 12:01 a.m. on July 11, 2019 and which shall provide for release as of 11:59 p.m. on July 14, 2019 with coverage in accordance with the general liability insurance provisions set out above. For greater certainty, the insurance coverage shall continue to apply to any claim that arises from activities that took place or incidents which occurred during the course of the Roxodus event notwithstanding the release of coverage as of 11:59 p.m. on July 14, 2019.

It is also understood and agreed that in the event of a claim, any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Promoters and that this coverage shall preclude subrogation claims against the Township and any other person insured under the policy including the County and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Township and any other person insured under the policy including the County shall be considered excess of the service provider's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Promoters obligation to fully indemnify the Township under this Agreement.

16. Letter of Credit

In support of the all obligations of the Promoters under this Agreement, the Promoters agree to provide the Township with an irrevocable standby letter of credit, or other performance security satisfactory to the Township, in its absolute discretion, in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) which shall be held by the Township as performance security for any and all obligations of the Promoters under this Agreement including obligations to the County. The letter of credit shall be drawn on a

Canadian chartered bank and shall be expressed in Canadian funds, it shall have an expiration date not earlier than July 31, 2019, and must be provided to the Township prior to July 1, 2019. Unless earlier released by the Township in consultation with the County, but otherwise in its sole and absolute discretion, the letter of credit may be drawn upon or cashed by the Township at any time and in any amount, and any such amounts may be applied to the cost of taking any corrective or remedial action in the event that the Promoters are in default of any of their obligations under this Agreement. In the event that the letter of credit is about to expire and will not be renewed by the issuing bank, it may be drawn upon or cashed at the option of the Township in its sole and absolute discretion.

17. General Provisions

- (a) **Notice** - Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail, electronic mail or if transmitted by facsimile or other form of recorded communication tested prior to transmission to such party:

to the Township at:
217 Gideon Street
P.O. Box 200
Stayner, ON L0M 1S0

Fax: (705) 428-0288

to the County at:
1110 Highway 26
Midhurst, ON L9X 1N6
Attn: the Clerk

Fax: (705) 719-4626

to the Promoters at:

P.O. Box 892
Niagara-on-the-Lake, ON
L0S 1J0

Or at:

1180 15/16 Sideroad
Stayner, ON
L0M 1S0

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this section. Any notice delivered to the party to whom it is addressed as

hereinbefore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day, then the notice shall be deemed to have been given and received on the business day next following such day. Any notice given by prepaid registered mail shall be deemed given and received on the third business day after its mailing. Any notice transmitted by electronic mail, facsimile or other form of recorded communication shall be deemed given and received on the first Business Day after its transmission.

- (b) **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (c) **Index and Headings** - The headings in this Agreement are inserted for convenience of reference only and shall not reflect the interpretation hereof.
- (d) **Counterparts** - This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Counterparts may be executed either in original, faxed or electronic mail PDF form and the parties may adopt any signatures received by a receiving fax machine or electronic mail PDF as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or emailed.
- (e) **Benefit and Binding Nature of Agreement** - This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- (f) **Entire Agreement** - This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, by and between any of the parties with respect to the subject matter hereof.
- (g) **Further Assurances** - The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- (h) **Amendments** - No supplement, modification, amendment, waiver or termination to this Agreement or election made pursuant to this Agreement shall be binding upon the parties unless agreed to by the parties in writing.

- (i) **Agreement Without Prejudice** – Nothing in this Agreement shall be deemed to be an admission on the part of any party as to any legal or factual position surrounding the event being promoted and produced by Roxodus. Without limiting the generality of the foregoing, should the County determine not to appeal the passage of the temporary use by-law being applied for by Roxodus it shall not be deemed to be the County’s admission of any legal or factual position with respect to same or with respect to the necessity for any permanent redesignation or rezoning of the Subject Lands in the future for this or any other purpose. Further, and also without limiting the generality of the foregoing, the agreement of Roxodus to the provisions of paragraphs 8 and 9 herein shall not be deemed an admission of any legal or factual situation requiring that it undertake the remediation or compensation outlined in those paragraphs.
- (j) **Severability** - Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- (k) **Assignment** - Neither party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other parties.
- (l) **Independent Legal Advice** - Each party to this Agreement acknowledges and agrees that it has had an opportunity to obtain independent legal advice in relation to the drafting, negotiating and signing of this Agreement and each has either obtained such advice or has satisfied itself as to the contents of this Agreement and each party entering into this Agreement freely, without any coercion of any type.
- (m) **Registration** – The Promoter acknowledges and agrees that this Agreement shall be registered on title to the Subject Lands as provided in subsection 34(16.2)(b) of the Planning Act at the expense of the Owner. The Owner further agrees to execute such other documents, consents, or applications as may be required for the purpose of securing this registration and giving effect to the provisions of this Agreement. The parties authorize and direct the Township’s solicitor to register this Agreement on their behalf on title to the Subject Lands and to complete and sign Notice under section 71 of the *Land Titles Act*, R.S.O. 1990, c.L.5, on their behalf to give effect to the registration including registration by electronic means. The parties agree that no application shall be made to remove this Agreement from the title to the Subject Lands unless the consent is received from both the Township and the County.

18. Agreement Conditional Upon Council Approval

This Agreement is conditional upon approval of all applicable government authorities and agencies and is specifically conditional upon final approval by Council for the Township of Clearview.

Execution page follows on next page

THE PARTIES HERETO have set their hands under the hands of their proper officers on the date first above written.

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Per: _____
Name: Doug Measures
Title: Mayor

Per: _____
Name: Pamela Fettes
Title: Clerk
We have authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF SIMCOE

Per: _____
Name: Mark Aitken
Title: CAO

Per: _____
Name: John Daly
Title: Clerk
We have authority to bind the Corporation

MF LIVE INC.

Per: _____
Name: Fabien Loranger
Title: Director
I have authority to bind the Corporation

TAURUS INVESTMENT GROUP INC.

Per: _____
Name: Fabien Loranger
Title: Director
I have authority to bind the Corporation

EDENVALE AERODROME LIMITED

Per: _____

Name: Milan Kroupa

Title: Director

I have authority to bind the Corporation

**SCHEDULE 'A'
SUBJECT LANDS**

TAURUS INVESTMENT GROUP INC. LANDS

PT LT 15 CON 10 SUNNIDALE AS IN RO1410671; CLEARVIEW (PIN 58204-0017 LT)

EDENVALE AERODROME LIMITED LANDS

Firstly:

PT LT 14 CON 10 SUNNIDALE, BEING PT 1 PL 51R33993; CLEARVIEW (PIN 58204-0062 LT)

Secondly:

PT LT 14 CON 10 SUNNIDALE, BEING PTS 2, 3 & 4 PL 51R33993, S/T EASEMENT OVER PT 3 PL 51R33993 AS IN SC435393; CLEARVIEW (PIN 58204-0064 LT)

Thirdly:

FIRSLTY: PART OF LOT 14, CONCESSION 10 SUNNIDALE; PART OF THE NORTH HALF OF LOT 13, CONCESSION 10 SUNNIDALE; PART OF THE SOUTH HALF OF LOT 13, CONCESSION 10 SUNNIDALE AS IN RO132310; T/W RO146282; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14, CONCESSION 10 SUNNIDALE, PART 3 PLAN 51R33993 AS IN SC435393; SECONDLY: PART OF THE NORTH HALF OF LOT 13, CONCESSION 10 SUNNIDALE, PART 1 PLAN 51R40989; THIRDLY: PART OF THE NORTH HALF OF LOT 13, CONCESSION 10 SUNNIDALE, PART 4 PLAN 51R40989; TOWNSHIP OF CLEARVIEW (PIN 58204-0074 LT)