AMENDED AND RESTATED FUNDING AGREEMENT

THIS AGREEMENT made as of this 1st day of April, 2022, among:

CITY OF TORONTO

(hereinafter referred to as "**Toronto**")

- and -

GTA REGION INVESTMENT ATTRACTION, carrying on business as "**Toronto Global**",

(hereinafter referred to as the "**Corporation**")

- and –

Those other parties listed in Schedule "E" hereto who are parties to this Agreement as a result of executing an Adherence Agreement in the form attached hereto as Schedule "D".

RECITALS:

A. **WHEREAS** the parties have recognized that the attraction of foreign direct investment is an important element in the development of a resilient and competitive economy;

B. **WHEREAS** the municipal council of each Municipal Collaborator (as hereinafter defined) has recognized the value of, and endorsed the strategy of, a regional approach to attract foreign investment to the Toronto Region (as hereinafter defined);

C. **WHEREAS** this regional approach will be implemented through the Corporation in cooperation with the Municipal Funding Parties (as hereinafter defined);

D. **WHEREAS** the Municipal Funding Parties agree to provide, together with the federal and provincial government and potentially other funding parties, sustainable funding for the Corporation to achieve its mandate on and subject to the terms set out herein; and

E. **WHEREAS** the Municipal Funding Agreement among the parties hereto and other parties dated the 1st day of April, 2019 is amended, restated and replaced by this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the contributions made pursuant to this Agreement, the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereto agree as follows.

ARTICLE 1
INTERPRETATION

1.1 Definitions

The following expressions, wherever used herein, shall, for the purposes hereof, unless the context otherwise requires, have the following meanings respectively:

"**Adherence Agreement**" means an agreement in the form set forth in Schedule "D" hereto pursuant to which Municipal Collaborators and Principal Contributors may become a party to this Agreement following the Effective Date;

"**Agreement**" means this agreement including the schedules attached hereto, as the same may be amended from time to time;

"**Annual Business Plan**" means the business plan developed by the Corporation in each year in accordance with the terms of this Agreement, such plan to be deemed to be appended as a schedule to this Agreement, year over year, as and when such business plan is approved by the Board in accordance with the terms of this Agreement;

"**Articles**" means the articles or letters patent of the Corporation and any amendments thereto;

"**Board**" means the board of Directors of the Corporation;

"**Business Day**" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day on which Ontario has elected to be closed for business;

"**By-Law**" means the by-law(s) of the Corporation from time to time in force and effect;

"**Confidential Information**" includes the following:

(a) information that relates to the security of the property of the Corporation;

(b) personal information about an identifiable individual, including employees of the Corporation;

(c) information that relates to a proposed or pending acquisition or disposition of land by the Corporation;

(d) information that relates to labour relations, employee negotiations, personnel, nominations of Board or committee members, or confidential government policies;

(e) information that relates to litigation or potential litigation, including matters before administrative tribunals;

(f) information that is subject to solicitor-client privilege;

(g) information that is protected from disclosure under federal, provincial, and/or municipal laws or under contractual arrangements;

(h) information that the Corporation would be required, or entitled, to refuse to disclose if the Corporation were an institution governed by the Municipal *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

(i) trade secrets;

(j) information that was supplied to the Corporation by a third party in confidence, implicitly or explicitly;

(k) information the disclosure of which could reasonably be expected to result in harm to, or could reasonably be expected to prejudice the competitive position of, the Corporation or another person, including business contacts and consultations made by the Corporation;

(l) information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations; and

(m) information the disclosure of which could reasonably be expected to harm the public interest;

"**Corporation**" means the Corporation defined above;

"**Director**" means a member of the Board, as defined above;

"**Effective Date**" means the date first written above;

"**herein**", "hereof", "hereby", and other like expressions refer to this Agreement as a whole and not to any particular provision thereof;

"**Joint Advisory Committee**" means the committee struck by the Board and its membership comprised of the economic development officers of each of the Municipal Collaborators and Principal Contributors and no less than two senior management staff of the Corporation nominated annually by the Chief Executive Officer of the Corporation;

"**Members**" means the members of the Corporation who are limited to the Directors of the Corporation and the Mayors of the Principal Contributors, and for purposes of certainty, does not include the Municipal Collaborators or Principal Contributors;

"**Municipal Funding Parties**" means, collectively, the Municipal Collaborators and Principal Contributors;

"**Municipal Council**" means the council of a Municipal Collaborator or Principal Contributor;

"**Municipal Collaborator**" means a municipal corporation or regional municipality that is party to this Agreement and that commits to pay the Corporation at least $50,000 per fiscal year of the Corporation ending March 31 in each of 2023, 2024 and 2025, including all those parties designated as Municipal Collaborators in Schedule "E" from time to time that have executed an Adherence Agreement;

"**Nominating Committee**" means the committee constituted pursuant to Section 2.4 of this Agreement;

"**Party**" and "**Parties**" a party to this Agreement and Parties means all of the parties to this Agreement;

"**Principal Contributor**" any municipal corporation or regional municipality that is party to this Agreement that commits to pay the Corporation at least $2,000,000 per fiscal year of the Corporation ending March 31 in each of 2023, 2024 and 2025, namely the City of Toronto and such other entities designated as Principal Contributors in Schedule "E" from time to time that have executed an Adherence Agreement;

"**Toronto Region**" means, in aggregate, the collective geographic area of all the municipal boundaries of The Regional Municipality of Durham, The Regional Municipality of Halton, The Regional Municipality of Peel, City of Toronto and The Regional Municipality of York.

1.2 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

1.3 Sections and Headings

The division of this Agreement into sections and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Agreement.

1.4 Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and their relationship and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Applicable Law and Jurisdiction

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by the laws of Ontario and the federal laws of Canada applicable in Ontario, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario and all courts competent to hear appeals therefrom.

1.7 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct.

1.8 Amendment or Waiver

This Agreement may be amended from time to time and any provision hereof may be waived from time to time, in each case, with the written consent of the all of the Parties to this Agreement and any such amendment or waiver shall be binding upon all parties to this Agreement as if each of them had specifically consented thereto. Notwithstanding the foregoing, this Agreement shall be deemed amended to include the Annual Business Plan, without the need for written consent, as and when such Annual Business Plan is approved by the Board, year over year.

1.9 No Waiver

The failure of any party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. Subject to Section 1.8, no purported waiver shall be effective as against any party unless consented to in writing by such party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

1.10 Number and Gender

In this Agreement, words importing the singular number only shall include the plural and vice versa and words importing any gender shall include all genders.

1.11 No Status Created

Except as expressly provided herein, nothing contained in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner or agent or legal representative of the other parties in the conduct of any business or otherwise or a member of a joint venture or joint enterprise with the other parties or to create any fiduciary relationship between any of them.

1.12 Schedules

The following schedules are attached to and form a part of this Agreement:

Schedule A – Joint Advisory Committee Terms of Reference

Schedule B - Nominating Committee Terms of Reference

Schedule C - By-Law No. 2

Schedule D - Form of Adherence Agreement

Schedule E – List of Adhering Participants

1.13 References to Agreements and Schedules

References to any agreement, schedule, or other instrument in writing means such agreement or instrument in writing as amended, modified, replaced, restated or supplemented from time to time.

ARTICLE 2
OPERATION OF THE CORPORATION

2.1 Mandate

In consideration for the funding contributions made by each of the Municipal Collaborators and Principal Contributors in accordance with this Agreement, the Corporation will be responsible for marketing the Toronto Region, lead generation and lead servicing for the purpose of attracting foreign investors to choose the Toronto Region for new, foreign direct investment. The Corporation will, subject to the terms of this Agreement, have carriage of all aspects of foreign direct investment attraction, including but not limited to strategy development, research, in-market lead generation, marketing and client-servicing in connection with attracting foreign investors to choose the Toronto Region for new, foreign direct investment. In so doing, the Corporation shall engage the Joint Advisory Committee as described herein, and shall respect the roles of the economic development departments of the Municipal Collaborators and Principal Contributors, moving forward working together. The Corporation, the Municipal Collaborators and the Principal Contributors agree that part of the mandate of the Corporation shall be to promote an equitable distribution of investment benefits throughout the Toronto Region, with due consideration given to the support provided to the Corporation by the various Municipal Collaborators and Principal Contributors.

For greater clarity, where the Municipal Collaborator or Principal Contributor is a regional government, the Corporation shall, unless agreed to by such Municipal Collaborator or Principal Contributor from time to time, as the case may be, engage the regional government's member(s) of the Joint Advisory Committee, or their designate, in recognition that the economic development department of that regional government is, for the purposes of this Agreement and Corporation's mandate, the representative of such Municipal Collaborator's or Principal Contributor's local municipalities. The Corporation agrees that it will not take initiatives directly or receive direction from a local municipality of a Municipal Collaborator or Principal Contributor that is a regional

government, save and except with the approval or other direction of such Municipal Collaborator or Principal Contributor, as the case may be.

2.2 Corporation's Relationship to Municipal Councils

Officers and Directors may from time to time provide reports to the Municipal Councils upon request or otherwise when determined appropriate by the Corporation, but the Corporation will not be bound to the direction from any of the Municipal Councils.

2.3 Board of Directors

The Articles provides that the Board may be comprised of no less than three (3) and no more than twenty (20) directors. The Board must include representation from both the private and public sectors. The Board shall be comprised of (a) two (2) nominees of each Principal Contributor during the term of their respective funding commitment periods, of which one nominee must be the Mayor or Chair of the Principal Contributor or their designee and one must be a private citizen nominee, (b) one (1) nominee of the Municipal Collaborators acting in concert and determined by a majority vote of the Municipal Contributors during the term of their respective Municipal Collaborator Agreement, which nominee must be the Mayor or Chair of the selected Municipal Collaborator and the Municipal Collaborator from which such nominee is selected must rotate every two years, (c) up to ten (10) nominees of the Nominating Committee, all of whom must be private citizens. The Nominating Committee shall make every reasonable effort to include the following nominees for the consideration of the Members at every election: (a) one (1) nominee of the federal government of Canada during the term of its funding commitment and (b) one (1) nominee of the provincial government of Ontario during the term of its funding commitment.

No Director is entitled to compensation for their service as a Director. The Chair of the Board, may be compensated in his capacity as the Chair of the Board at a compensation set at $75,000 per annum, subject to any change to such amount approved by the Board from time to time.

2.4 Nominating Committee

The Nominating Committee shall be struck by the Board and its membership will be comprised of the Chair of the Board, a designee of each of the Principal Contributors, the Chief Executive Officer of the Corporation and the Chair of the Human Resources and Governance Committee of the Board. The Chair of the Board shall serve as Chair of the Nominating Committee.

The Nominating Committee shall be responsible for ensuring that the nominees proposed pursuant to the rights of those nominators contemplated in Section 2.3 (Board of Directors) meet the qualification requirements set forth in By-law No. 2 and the Nominating Committee Terms of Reference summarized in the terms of reference set forth in Schedule B. Following such assurances being achieved, the Nominating Committee shall recommend the duly nominated candidates to the Members for election as Directors at any annual meeting of the Corporation, at any special meeting of the Corporation called for the purpose of electing Directors or pursuant to any written resolution of the Members.

The Nominating Committee Terms of Reference are attached as Schedule B to this Agreement.

Once elected, the term of each Director shall be in accordance with the provisions of By-Law No. 2, as amended, which is attached as Schedule C to this Agreement.

2.5 Joint Advisory Committee

The Joint Advisory Committee shall be struck by the Board and its membership will be comprised of a senior economic development officer of each of the Municipal Collaborators and Principal Contributors and no less than two senior management staff of the Corporation nominated annually by the Chief Executive Officer of the Corporation.

The Joint Advisory Committee shall operate in accordance with the Joint Advisory Committee Terms of Reference attached as Schedule A to this Agreement.

The Joint Advisory Committee will provide a forum for:

(a) Two-way dialogue, consultation and collaboration between the Corporation's management team and the Municipal Collaborators and Principal Contributors economic development teams on economic development priorities, activities, objectives and concerns that may be reflected in the strategic and business plans of the Corporation and on the reporting requirements and needs of the Municipal Collaborators and Principal Contributors;

(b) discussion concerning the development of the Corporation's Annual Business Plan including undertaking an Annual Planning Workshop to identify annual collaborative initiatives intended to support the equitable distribution of investment benefits throughout the Toronto Region;

(c) discussion of regular reports provided by the Corporation on the progress of the Corporation's Annual Business Plan, including progress on strategies, objectives, tactics and actions for the equitable regional distribution of investment benefits as described in the Annual Business Plan, sales results and other performance measured objectives, and other activities, including relevant activities of the Municipal Collaborators and Principal Contributors;

(d) providing an opportunity for the exchange of information on significant initiatives that may impact the priorities of the Corporation or the Municipal Collaborators and Principal Contributors, respectively;

(e) dialogue and consultation on issues related to operational cooperation between the Corporation and the Municipal Collaborators and Principal Contributors, the potential for joint staff work, and other matters determined to be appropriate, and designed to further the success of the Corporation toward achieving its mandate;

(f) creating relevant working groups as determined necessary by the committee to coordinate planning of collaborative initiatives or to discuss other relevant matters as agreed; and

(g) preparing and delivering an annual presentation to the Board of Directors on the activities and progress of the Joint Advisory Committee.

2.6 Services Provided to Municipal Collaborators and Principal Contributors

In consideration of the annual fees paid to the Corporation each year, the services to be provided by the Corporation for the benefit of the Municipal Collaborators and Principal Contributors will, subject to the availability of financial and staffing resources and input from the Joint Advisory Committee, include those activities and services set forth below and any collaborative planning initiatives undertaken by the Corporation in cooperation with the Principal Contributors from time to time. Should Municipal Collaborators or Principal Contributors request services beyond those services contemplated hereby, the Corporation will use its commercial best efforts to provide such additional services, on a fee-for-service basis, subject only to the Corporation having available and sufficient resources to provide such additional services without compromising its service delivery obligations summarized herein and below.

Service/Activity	**Description**
Regional Knowledge and Collaboration	The Corporation will create at least one (1) new Regional Coordinator position focused on coordinating and delivering the services further outlined in this table to enhance and streamline current regionally focused activities and engagement. While the Corporation is open to feedback to ensure this role will provide value to Municipal Collaborators and Principal Contributors, the overall objective of this position is to dedicate resources designed to further support efforts (1) to embed strong regional expertise within the Corporation to better support and strengthen the regional value proposition and marketing efforts and (2) to align the lead generation activities of the Corporation's international business development teams with the strengths and objectives of Municipal Collaborators and Principal Contributors. To accelerate embedding regional knowledge within the Corporation and strengthen collaboration efforts, the Regional Coordinator position(s) could be filled through a secondment to the Corporation from a Municipal Collaborator or Principal Contributor, on an annually rotating basis.
Marketing	The Corporation will undertake at least one major marketing initiative per year put forward by the Joint Advisory Committee (subject to budget constraints and operational alignment). The agreed collaborative projects will be identified and resourced

	in the Corporation's Annual Business Plan and be included in the Corporation's annual CECI application. All Parties will continue to benefit from the range of ongoing marketing activities conducted by the Corporation, which may include: + Always-in-Market Pay per Click Campaign marketing the Toronto Region + Client announcements + Social media presence + Website and search engine optimization + Weekly news monitor + Completion of the 905 regional campaign series currently in-progress with campaigns tailored to remaining 905 municipalities
Lead Generation and Servicing	The Corporation will undertake customized lead generation initiatives for Municipal Collaborators and Principal Contributors aligned to their economic development priorities and lead generation initiatives collaboratively developed by the Corporation and Municipal Collaborators and Principal Contributors from time to time. The Corporation will undertake one collective international mission together with all interested Municipal Collaborators and Principal Contributors each year (subject to budget constraints and operational alignment). The destination and focus of the mission will be recommended by the Joint Advisory Committee and identified and resourced in the Corporation's Annual Business Plan. The Corporation will be responsible for coordinating travel logistics, developing a mission schedule and securing one-on-one pre-qualified investor meetings for each participating Municipal Collaborator and Principal Contributor. Each participating Municipal Collaborator and Principal Contributor will be responsible for covering their own travel related costs. This collective mission does not preclude any parties from collaborating with one another on other in-bound or out-bound virtual or in-person mission activities, as may be agreed by the Corporation and Municipal Collaborators and/or Principal Contributors from time to time. The Corporation will provide end-to-end servicing of qualified investment opportunities sourced by the Corporation.

	The Corporation will provide proposal development and other reasonable supporting services for Municipal Collaborator and Principal Contributor-sourced investment opportunities as requested by the Municipal Collaborators and Principal Contributors from time to time. The Corporation will maintain and annually update a service provider list organized by type of service and location of service provision (which will be reviewed annually by the Joint Advisory Committee).
Research	The Corporation will undertake at least one major regional research initiative per year put forward by the Joint Advisory Committee (subject to budget constraints and operational alignment). The agreed collaborative project will be identified and resourced in the Corporation's Annual Business Plan and be included in the Corporation's annual CECI application. The Corporation will continue development and maintenance of a content library system containing regional value proposition material. The Corporation will continue development, maintenance and management of research tools and databases to support investment attraction efforts and ad hoc research and information requests received from the Municipal Collaborators and Principal Contributors from time to time.
Supply Chain Support	The Corporation will offer the following Supply Chain services to Municipal Collaborators and Principal Contributors for at least the duration of the Corporation's SCORE Program funding, currently confirmed until March 31, 2023: + Regional supply chain mapping, supplier discovery and gap analysis for Life Sciences, Food and Beverage and Advanced Manufacturing + Access to internal and external supply chain sector expertise for Life Sciences, Food and Beverage and Advanced Manufacturing, including white-labelled assets and relevant supply chain data + Client access to an allotted number of professional consulting hours and other advisory services to help address local or company specific supply chain issues
Annual Planning Workshop	The Corporation operates on a fiscal year ending March 31. Annual planning will commence in the Fall of each year with a

	Joint Advisory Committee Planning Workshop to identify and recommend collaborative and regionally focused research and marketing initiatives, joint missions and other potential lead generation projects for the year ahead so that they can be put forward for potential reimbursement of up to fifty (50) percent of eligible expenses through the Government of Canada's CanExport Community Investments (CECI) Program.
Annual Report	The Corporation will produce an annual report that includes a breakdown of activities/services and results.

2.7 Access to Information

(a) Each party to this Agreement hereby covenants and agrees with the Corporation and the other parties that business contacts and consultations made by the Corporation shall be kept confidential and shall remain confidential when disclosed to the parties, subject to applicable law and to subsections 2.7(b) and (c), below. The parties acknowledge and agree that these contacts and consultations are proprietary to the Corporation and to the Municipal Collaborators and Principal Contributors, respectively, and that disclosure of same will result in serious economic loss to the Corporation and to the parties.

(b) The Corporation shall provide a right of access to information in accordance with a protocol to be developed that will be consistent with the principles outlined in section 1 of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

(c) Meetings of the Board and of committees of the Board shall be public, except that a portion of such a meeting may be held in camera if Confidential Information is to be discussed.

2.8 Funding Commitments

(a) Each Municipal Collaborator and Principal Contributor hereby agrees to provide annual funding to the Corporation in the amounts set forth below and as adjusted in accordance with the terms hereof, during the term of this Agreement.

(b) The Corporation shall invoice each Municipal Collaborator for their funding contribution as described below, such payment to be made no later than forty-five (45) days following the remittance by the Corporation of the invoice, such invoices to be issued by the Corporation on the execution of this Agreement by all Municipal Collaborators and Principal Contributors and subsequently on April 1st of each year of the term of this Agreement.

(c) The annual funding commitment during the term of this Agreement for each Municipal Collaborator and Principal Contributor is set out in the following table:

Party	Annual Funding Amount (subject to adjustments contemplated by this Section 2.8)
Collaborating Municipalities	$50,000
Principal Contributors	$2,000,000

(d) Subject to the continuance of Federal and Provincial funding commitments, the funding commitment outlined in Subsection 2.8(c) for each Municipal Collaborator and Principal Contributor shall increase annually by two percent (2%) in each subsequent year of the term of this Agreement commencing as of April 1, 2023.

(e) There will be no adjustment to the funding payable by a Municipal Collaborator or Principal Contributor if there is a default in payment by another Municipal Collaborator or Principal Contributor and in which event the defaulting party ceases to continue as a Municipal Collaborator or Principal Contributor, as the case may be, as per the provisions of this Agreement. Likewise, there will be no adjustment to the funding payable by any a Municipal Collaborator or Principal Contributor if a new funding party is approved for participation, under the terms of this Agreement.

(f) In the event that any of the Municipal Collaborators or Principal Contributors do not meet their funding commitments under this Section 2.8 within a period of forty-five (45) days of receiving a notice, pursuant to Section 4.6 hereof, and do not remedy the default within a further period of thirty (30) days following receipt by the defaulting Municipal Collaborator or Principal Contributor of a formal notice asking it to remedy the default, the defaulting Municipal Collaborator or Principal Contributor shall cease to be a Municipal Collaborator or Principal Contributor, as the case may be, and shall no longer be entitled to any of the privileges to which it is otherwise entitled hereunder, including any right to participate in the nomination of members to the Board or the Joint Advisory Committee. In addition, the Corporation is, effective as of the defaulting party's termination date, no longer required to fulfil any obligations to the defaulting Municipal Collaborator or Principal Contributor in any business plan or strategic plan to the extent those obligations concern or touch upon the activities or priorities of the defaulting Municipal Collaborator or Principal Contributor, and the Corporation shall terminate any lead servicing to such defaulting Party.

ARTICLE 3
DISPUTE RESOLUTION

3.1 Mediation and Arbitration

Disputes or controversies among Parties are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in this Agreement.

3.2 Dispute Resolution Mechanism

In the event that a dispute or controversy among the Parties arising out of or related to this Agreement is not resolved in private meetings between the Parties, then without prejudice to or in any other way derogating from the rights of the Parties as set out in this Agreement, and as an alternative to such person instituting a law suit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:

(a) The dispute or controversy shall first be submitted to a panel of mediators whereby one Party appoints one mediator, the other Party appoints one mediator, and the two mediators so appointed jointly appoint a third mediator. The three mediators will then meet with the Parties in question in an attempt to mediate a resolution between the Parties;

(b) The number of mediators may be reduced from three to one or two upon agreement of the Parties;

(c) If the Parties are not successful in resolving the dispute through mediation, then the Parties agree that the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above, in accordance with the legislation governing domestic arbitrations in force in Ontario or as otherwise agreed upon by the Parties to the dispute. The Parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law;

(d) All costs of the mediators appointed in accordance with this Section 3.2 shall be borne equally by the Parties to the dispute or the controversy; and

(e) All costs of the arbitrators appointed in accordance with this Section 3.2 shall be borne by such Parties as may be determined by the arbitrators.

ARTICLE 4
GENERAL

4.1 Compliance

In the case of any conflict between the provisions of this Agreement and the Articles, the By-Law or any resolutions, the Corporation agrees to take all such action as may be required under applicable law or otherwise to amend the Articles, the By-Law, or such resolutions, as the case may be, to resolve such conflict so that the provisions of this Agreement shall, to the maximum extent permitted by law, at all times prevail.

4.2 Indemnification

The Corporation shall indemnify a Municipal Collaborator and Principal Contributor and their respective mayor, members of council, employees, officers, directors and agents (each an "**Indemnitee**"), if applicable, against any and all liability, loss, costs, charges, damages and

expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the Indemnitee in respect of any civil, criminal, administrative or investigative action or other proceeding in which the Indemnitee is involved arising from (either directly or indirectly) or in connection with its responsibilities under this Agreement (collectively, a "**Loss**"), subject only to any such Loss incurred by an Indemnitee being a result of the negligence or wilful misconduct of such Indemnitee.

4.3 Counterparts

This Agreement may be signed in one or more counterparts and delivered by e-mail or other electronic means, all of which when signed by all of the parties hereto shall be deemed to be one and the same agreement.

4.4 Notice of Termination

A Party may terminate its rights and obligations under this Agreement on or after the completion of a twelve (12) month notice period, upon giving notice of its intent to terminate to the other Parties. The date of termination for purposes of this Section 4.4 shall be the twelve (12) month anniversary of the date upon which a Party gives notice of termination, or such later date as is specified in the notice of termination.

During such twelve (12) month notice period, the Party shall continue to receive full service from the Corporation, as well as fulfil any outstanding financial commitments to facilitate the Party's withdrawal so as to minimize any disruption it may cause to the business and activities of the Corporation. To the extent a twelve (12) month termination notice crosses over April 1 triggering a payment obligation pursuant to Section 2.8, the withdrawing Party remains obligated to pay to the Corporation the funding commitment for that new year period and will have returned to it a fraction of such annual fee payment, such fraction having as its denominator 12 and having as its numerator the number of months in the twelve month following the effective date of its withdrawal during which the withdrawing Party will no longer be entitled to the services described in Section 2.6. It is understood that the terminating party shall contribute its share of the costs assumed by the Corporation up to the effective date of termination.

4.5 Term and Extension

Subject to Section 4.4 herein, the initial term of this Agreement shall terminate on March 31, 2025. In an effort to ensure the Corporation can undertake long term planning with confidence that it will have sustained funding support from the Municipal Collaborators and Principal Contributors, the Parties agree to work in good faith with the Corporation to negotiate, no later than twelve (12) months prior to expiration of the initial term and each extension thereof, extensions of the Agreement for at least three (3) years beyond the expiration of such terms.

4.6 Notices

(a) Any notice, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person (including by courier) or transmitted by email or other electronic means to the address for delivery of

notices given to the Corporation by such Party at the time it becomes a Party to this Agreement or as amended pursuant to Subsection (c) below.

(b) Any such communication shall be deemed to have been given and received on the day on which it was delivered or transmitted or, if such day is not a Business Day, on the next following Business Day.

(c) Any Party may at any time change its address for service from time to time by giving notice in writing to the other Parties in accordance with the foregoing provisions of this Section 4.5.

4.7 Enforceability and Assignment

Subject to the provisions hereof, this Agreement shall be binding on and enforceable by the Parties and their respective successors and assigns. Except as specifically permitted by this Agreement, no party may assign any of its rights or obligations hereunder.

4.8 Remedies

In the event that a Party fails to perform an obligation under this Agreement within a period of thirty (30) days of the time the obligation is due to be performed, and does not remedy the default within a further period of thirty (30) days following receipt by the Party of a formal notice asking it to remedy the default, the Party shall cease to be a Party and shall no longer be entitled to any of the privileges of being a Party, including the right to have a representative serve on the Board or the Joint Advisory Committee in accordance with Sections 2.4 and 2.5 of this Agreement. In addition, the Corporation is, effective at the defaulting Party's date of termination, no longer required to fulfil any obligations to the defaulting Party in any business plan or strategic plan to the extent those obligations concern or touch upon the activities or priorities of the defaulting Party, and the Corporation shall terminate any lead servicing to the defaulting Party.

The date of termination for purposes of this Section 4.7 shall be the thirty (30) day anniversary of the date that a Party receives formal notice asking it to remedy a default, provided that the Party does not remedy the default before such thirty (30) day anniversary.

Signature Page Follows

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

CITY OF TORONTO

By: DocuSigned by: A762DF12C4A049D...

Paul Johnson
Deputy City Manager

I have authority to bind the City of Toronto.

GTA REGION INVESTMENT ATTRACTION

By: DocuSigned by: 558846CE7C4549F...

Stephen Lund
Chief Executive Officer

I have authority to bind the Corporation.

[See Schedule "E" for list of Adhering Participants who became Adhering Participants subsequent to the Effective Date.]

SCHEDULE A
GTA REGION INVESTMENT ATTRACTION

(THE "CORPORATION")

JOINT ADVISORY COMMITTEE

TERMS OF REFERENCE

The Joint Advisory Committee (the "**JAC**") shall be responsible for the matters set out in these terms of reference, together with such other responsibilities as may be assigned to the JAC by the Board from time to time.

Capitalized terms not otherwise defined in these Terms of Reference shall have the meanings ascribed thereto in the Agreement dated as of April 1, 2022 among all of the Municipal Collaborators, the Principal Contributors and the Corporation.

1. **Purpose**

(a) The JAC shall provide input to the Corporation's management team and shall provide a forum for open, frank, honest and forward-looking two-way dialogue, coordination, productive interaction, and shared purpose among the Municipal Collaborators, the Principal Contributors and the Corporation.

(b) In particular, the Parties agree that:

(i) Prior to approval by the Board, the Corporation will inform, consult, collaborate with, and seek the input of the JAC as it develops its strategic plan, develops the Annual Business Plan (including market and sector market priorities, strategies, objectives, tactics and actions to be taken by the Corporation for achieving the equitable distribution of investment benefits within the Toronto Region with the concept of equitable distribution to be further described within the Annual Business Plan) and report performance measurement results to date, with a view to ensuring maximum alignment, coordination, interfaces, cooperation and results. The recommendations of the JAC concerning the strategic plan and the Annual Business Plan shall be presented to the Board as and when the strategic plan and Annual Business Plans are considered by the Board.

(ii) The JAC will undertake an Annual Planning Workshop to identify annual collaborative initiatives and will create relevant working groups as determined necessary by the committee to coordinate planning of collaborative initiatives or to discuss other relevant matters as agreed. The Co-Chairs of the JAC will also provide an annual presentation to the Board of Directors on the activities and progress of the Joint Advisory Committee.

(iii) The Municipal Collaborators and the Principal Contributors will share new directions in their economic development plans and notable outcomes, while providing to the Corporation copies of relevant data, information, economic development objectives, annual plans and reports from their jurisdictions that may have impact on the Corporation. In addition to informing the Corporation of the priorities of the Municipal Collaborators and the Principal Contributors, an objective of this information sharing is to encourage collaboration, transparency and integration of corporate planning.

(iv) The Corporation and the Municipal Collaborators and the Principal Contributors will exchange information and historical best practices on programs, services, policy initiatives and priorities that relate to or touch upon foreign direct investment attraction, collaborative retention and expansion of existing foreign investment, or that have a bearing on the Toronto Region as a location for foreign direct investment.

(v) The Municipal Collaborators and the Principal Contributors will have primary responsibility and will be the lead for business retention and expansion ("**BR&E**") activities within their respective jurisdictions. For greater clarity:

(A) The Corporation will not proactively engage any company within the jurisdiction of a Municipal Collaborator or Principal Contributor for the purposes of exploring or soliciting a BR&E opportunity or transaction without the prior authorization of the Municipal Collaborator or Principal Contributor, as the case may be;

(B) The Corporation may work with Municipal Collaborators or Principal Contributors on BR&E projects at the request of and in coordination with an individual Municipal Collaborator or Principal Contributor; and

(C) Subject to any confidentiality requirements or other obligations imposed upon the Corporation by the company, when the Corporation is contacted directly by a company with an existing location in the Toronto Region, the Corporation will discuss the opportunity with the Municipal Collaborator or Principal Contributor in which the company has a location. Where the company has multiple locations throughout the Toronto Region, the Corporation will continue to manage the inquiry.

(vi) The Corporation will present and discuss its assessment of global foreign direct investment trends, opportunities and challenges, collaborative retention and expansion efforts, including performance indicators, targets and results.

(vii) The Corporation and the Municipal Collaborators and Principal Contributors will share information concerning planned investment and trade and other international missions to encourage the coordination of these missions. The Corporation will consult with the Municipal Collaborators and Principal Contributors concerning the development of missions, including mission schedules and, as appropriate, mission tactics. The Corporation shall maintain and shall share with the JAC a schedule of missions that, where possible, includes missions undertaken by the Municipal Collaborators and Principal Contributors for the purposes of enhancing coordination of such missions with the missions undertaken by the Corporation.

(viii) The Corporation and the Municipal Collaborators and Principal Contributors will use the mechanism of the JAC to examine and discuss any operational issues arising from the relationship between the Corporation and Municipal Collaborators and Principal Contributors at a staff and operating level, including, but not limited to lead handling and mission protocols, strategies and tactics employed by the Corporation for the distribution of investment benefits throughout the Toronto Region, the exchange and supply of information and data, collaborative BR&E efforts, and any concerns with the relationship, and resolve such concerns through consensus, where possible, or by majority vote as described below.

(ix) The JAC may create sub-committees, working groups and consultation forums as may be determined by the JAC. The formation, chairing, operational processes and mandate of any sub-committee, working group and consultation forum shall be determined by the JAC. Such sub-committees, working groups and consultation forums may include such additional Toronto Region based municipal staff as the JAC deems appropriate to participate in deliberations. The sub-committees, working groups and consultation forums shall report back their conclusions, recommendations and status reports to the JAC for consideration and, if appropriate, further action, which may include providing direction to the Corporation through a vote of the JAC.

(x) The Municipal Collaborators, Principal Contributors and the Corporation agree to place the appropriate priority on quickly supporting specific efforts to attract foreign direct investment.

(xi) The Corporation shall provide to the JAC the following reports:

(A) number of qualified foreign direct investment leads transferred into the sales funnel, in total, by market origin and by sector;

(B) number of closed deals;

(C) number of new jobs created;

(D) amount (in CAD$) of new investment in the Toronto Region;

(E) schedule of missions, including but not limited to potential mission partners, rational for each mission and Toronto Global staff traveling.

(c) The JAC and the Corporation will promote mutual transparency; strive for a high degree of convergence among the Municipal Collaborators and Principal Contributors strategic and business plans and tactics; endorse beneficial Toronto Region-wide initiatives while showing sensitivity to regional and local municipal interests and aspirations; build a high level of reciprocal trust; provide a forum for open and honest dialogue; and shape common objectives and approaches for the entire Toronto Region.

2. **Composition**

(a) The JAC, which replaces the EDO Management Council, shall be comprised of one senior economic development officer, or their designates, of each of the Municipal Collaborators and Principal Contributors (the "**Municipal JAC Members**") as well as two (2) members of the senior management team of the Corporation designated by the Chief Executive Officer of the Corporation from time to time (the "**Corporation's EDO Members**").

(b) The Corporation and the Municipal Collaborators and Principal Contributors agree to make every effort to be represented by members of their respective senior executive teams. The use of designates should be limited to those instances when such senior executive team member(s) is unable or unavailable to attend.

3. **JAC Leadership**

The JAC shall be chaired by a senior member of the Corporation's executive management team as designated by the Corporation from time to time. Two Co-Vice-Chairs of the JAC shall be appointed, one of whom shall be a representative that is designated by the Municipal Collaborators and one that is designated by the Principal Contributors. Each Co-Vice-Chair shall serve for a two-year term, which terms may be renewed by the Municipal Collaborators and Principal Contributors, respectively. In the absence of the Chair, the Co-Vice-Chairs shall jointly preside at meetings of the JAC. The role of the Chair and the Co-Vice-Chairs is to foster and help facilitate collaboration and cooperation among all members of the Toronto Region. The Chair of the JAC shall, in consultation with the Co-Vice-Chairs, be responsible for:

(a) developing and setting the agenda, preparation and distribution of minutes, and maintenance of the records of the proceedings of the JAC;

(b) preparing and circulating materials for the JAC at least one (1) week in advance of meetings;

(c) determining the time and place of the JAC meetings;

(d) reporting the implementation of items identified by JAC as requiring work and attention by the JAC; and

(e) preparing and circulating for approval, minutes of the meetings of the JAC and any sub-committees thereof within seven days after a meeting is held.

4. **Meetings**

(a) The JAC will meet at least two times a year and at such other times as needed or requested by the Committee, sub-committees or working groups. The dates of such meetings shall be established for the ensuing year at the last meeting of the prior year.

(b) The JAC may invite such officers and employees of the Corporation and advisors as it sees fit from time to time to attend meetings of the JAC and assist in the discussion and consideration of matters relating to the JAC.

(c) Additional meetings of the JAC may be called at the request of a majority of the members of JAC. At least 48 hours' notice shall be given for any additional meeting of the JAC. Notices calling meetings will be sent to all members of the JAC and, for informational purposes, to the Chief Executive Officer of the Corporation. Notices may be sent by electronic or other written means.

5. **Quorum**

A majority of members of the JAC, present in person, by teleconferencing, or by video-conferencing will constitute a quorum.

6. **Voting**

(a) The JAC shall provide input on the collaborative initiatives, the Annual Business Plan, the strategic plan and other matters to the Corporation through a simple majority vote of the JAC members.

(b) Except where a ballot is demanded by any member present, either in person or by teleconferencing or by video-conference, voting on any question proposed for consideration at a meeting of the JAC shall be by show of hands, and based on one vote per JAC member. For greater certainty, the Corporation shall not vote on matters submitted for consideration to the JAC.

(c) For any question proposed for consideration at a meeting of the JAC, either before or after a vote by show of hands has been taken, the Chair of the meeting, or any JAC member may demand a confidential ballot, in which case the confidential ballot shall be taken in such manner as the Chair or Co-chairs of the meeting directs and the decision of the members of the JAC on the question shall be determined by the result of such ballot.

(d) The Chair or Co-chairs of the meeting shall record the number of votes cast in favour of and against each matter and such vote shall be recorded in the minutes of the JAC.

(e) In the event that a matter requires the urgent attention of the JAC, or as may otherwise be directed by the JAC in order to expedite a matter, a resolution in writing signed by all the Municipal JAC Members entitled to vote on that resolution at a JAC meeting is as valid as if it had been passed at a meeting of the JAC.

7. Review of Terms of Reference

These terms of reference shall be reviewed at minimum of every three (3) years. These terms of reference may be reviewed by the JAC at any other time upon a request by a Municipal Collaborator or Principal Contributor.

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SCHEDULE B
NOMINATING COMMITTEE TERMS OF REFERENCE

These terms of reference set out the responsibilities of the Nominating Committee of the Corporation.

1. **Purpose**

The Nominating Committee shall be responsible for identifying qualified individuals to be put forth for election as Directors.

2. **Constitution of the Nominating Committee**

The Nominating Committee shall be struck by the Board and its membership will be comprised of the Chair of the Board, a designee of each of the Principal Contributors, the Chief Executive Officer of the Corporation and the Chair of the Human Resources and Governance Committee of the Board.

The Chair of the Board shall serve as Chair of the Nominating Committee.

3. **Role of the Nominating Committee**

The Nominating Committee shall:

(a) identify the Board positions that will be vacant at the next annual meeting either through the term of office expiring or due to a Board member vacating a position prior to the conclusion of its term;

(b) give consideration to the Board composition and qualification required by By-Law No. 2, the need for diversity (in skills as well as gender, race and other personal characteristics) and expressions of interest, prepare a list of proposed candidates for election. For greater certainty, the list will be prepared by the Chair for the review, input and approval by the Nominations Committee;

(c) ensure that at all times the Board is comprised of:

(i) two (2) nominees of each Principal Contributor during the term of their respective Principal Contributor Agreement, of which one nominee must be the Mayor or Chair of the Principal Contributor or their designee and one must be a private citizen nominee;

(ii) one (1) nominee of the Municipal Collaborators acting in concert and determined by a majority vote of the Municipal Contributors during the term of their respective Municipal Collaborator Agreement, which nominee must be the Mayor or Chair of the selected Municipal Collaborator and the Municipal Collaborator from which such nominee is selected must rotate every two (2) years;

(iii) up to ten (10) nominees of the Nominating Committee, all of whom must be private citizens;

(d) make every reasonable effort to include the following in a list of nominees for consideration of the Members at every election:

(i) one (1) nominee of the federal government of Canada during the term of its funding commitment;

(ii) one (1) nominee of the provincial government of Ontario during the term of its funding commitment;

(e) canvass the Principal Contributors and Municipal Collaborators for their recommended nominees for the Board;

(f) contact the proposed candidates to confirm their interest in standing for election;

(g) advise the Board of the list of candidates that have agreed to let their name stand; and

(h) provide the means by which the names of all duly nominated candidates who agree to stand for election may be submitted to the meeting of Members.

The process set out in Section 3(b) (f) and (g) above will be followed with the necessary modifications in respect of Directors to be appointed between annual meetings.

4. **Qualifications of Directors:**

In order to serve as a Director, an individual must:

(a) be 18 years of age or older;

(b) be a Member;

(c) not be Declared Incapable; and

(d) not be an undischarged bankrupt.

5. **Factors for Consideration**

In addition to the requirements of the Corporation's policies and By-laws, in discharging its responsibilities, the Nominating Committee shall have regard to the following priorities:

(a) the business contacts and skills necessary for the Board to effectively oversee the business and affairs of the Corporation, in the opinion of the Nominating Committee, including economic development and foreign direct investment experience;

(b) particular knowledge of or particular experience in the Corporation's target sectors or markets;

(c) the desirability of the composition of the Board, including:

(i) at least one Director resident within the geographic bounds of each of the Municipal Collaborators (other than the City of Toronto); and

(ii) at least two Directors resident within the geographic bounds of the City of Toronto; and

(d) the geographic representation of the Board as a whole.

6. **Meeting Procedure**

Meetings of the Nominating Committee shall be held immediately preceding the annual meeting of Members and shall follow the same procedures as meetings of the Members.

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SCHEDULE C
GTA REGION INVESTMENT ATTRACTION

BY-LAW NO. 2

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BY-LAW NUMBER 2

A by-law relating generally to the transaction of the affairs of

GTA REGION INVESTMENT ATTRACTION

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this by-law and in all other by-laws of the Corporation hereafter passed, unless the context otherwise requires:

(a) "**Act**" means the *Canada Not-for-profit Corporations Act,* S.C. 2009, c. C-23 including the regulations made pursuant thereto, and any statute or regulations that may be substituted therefor, as amended from time to time;

(b) "**Adherence Agreement**" means an agreement in the form set forth in Schedule "D" to the Funding Agreement pursuant to which Municipal Collaborators and Principal Contributors may become a party to the Funding Agreement following April 1, 2022;

(c) "**Annual Financial Statements**" means the comparative financial statements of the Corporation, as prescribed by the Act, the report of the Public Accountant, if any, and any further information respecting the financial position of the Corporation and the results of its operations required by the Articles or the By-laws;

(d) "**Annual Meeting**" means an annual meeting of the Members of the nature described in Section 4.1;

(e) "**Annual Organizational Meeting**" means the first meeting of the Board held immediately following each Annual Meeting for the purpose of appointing Officers;

(f) "**Articles**" means the articles of continuance of the Corporation and any articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Corporation from time to time in force and effect;

(g) "**Board**" means the board of directors of the Corporation;

(h) "**By-laws**" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(i) "**Chair**" means the chair of the Board, as described in section 7.2(a);

(j) "**Committee**" means a committee established by the Board pursuant to Section 5.13 or, where the context permits, a subcommittee of such committee;

(k) "**Confidential Information**" includes the following:

(i) information that relates to the security of the property of the Corporation;

(ii) personal information about an identifiable individual, including employees of the Corporation;

(iii) information that relates to a proposed or pending acquisition or disposition of land by the Corporation;

(iv) information that relates to labour relations, employee negotiations, personnel, nominations of Board or committee members, or confidential government policies;

(v) information that relates to litigation or potential litigation, including matters before administrative tribunals;

(vi) information that is subject to solicitor-client privilege;

(vii) information that is protected from disclosure under federal, provincial, and/or municipal laws or under contractual arrangements;

(viii) information that the Corporation would be required, or entitled, to refuse to disclose if the Corporation were an institution governed by the Municipal *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

(ix) trade secrets;

(x) information that was supplied to the Corporation by a third party in confidence, implicitly or explicitly;

(xi) information the disclosure of which could reasonably be expected to result in harm to, or could reasonably be expected to prejudice the competitive position of, the Corporation or another person, including business contacts and consultations made by the Corporation;

(xii) information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations; and

(xiii) information the disclosure of which could reasonably be expected to harm the public interest;

(l) "**Corporation**" means "**GTA Region Investment Attraction**", a corporation continued as a corporation without share capital under the Act;

(m) "**Declared Incapable**" means:

(i) an individual who has been found under any applicable law as being incapable of managing his or her property or who has been declared to be incapable by a court of competent jurisdiction; or

(ii) an individual in respect of whom the Corporation has obtained a letter from a physician who is licensed to practice medicine in one or more of the provinces or territories of Canada declaring such person to be incapable of managing property;

(n) "**Director**" means a member of the Board as defined above;

(o) "**Funding Agreement**" means the amended and restated funding agreement dated April 1, 2022 between the Corporation, the City of Toronto and those other parties listed in Schedule "E" to the Funding Agreement who are parties to the Funding Agreement as a result of executing an Adherence Agreement in the form attached to the Funding Agreement as Schedule "D";

(p) "**Members**" means the members of the Corporation as described in Section 3.1;

(q) "**meeting of Members**" means a meeting of Members and includes an Annual Meeting or Special Meeting;

(r) "**Municipal Collaborator**" means a municipal corporation or regional municipality that is party to the Funding Agreement and that commits to pay the Corporation at least $50,000 per fiscal year of the Corporation ending March 31 in each of 2023, 2024 and 2025, including all those parties designated as Municipal Collaborators in Schedule "E" of the Funding Agreement from time to time that have executed an Adherence Agreement;

(s) "**Officer**" means an officer of the Corporation;

(t) "**Ordinary Resolution**" means a resolution passed by a majority of the votes cast on that resolution;

(u) "**persons**" includes individuals, firms and corporations;

(v) "**Principal Contributor**" any municipal corporation or regional municipality that is party to the Funding Agreement that commits to pay the Corporation at least $2,000,000 per fiscal year of the Corporation ending March 31 in each of 2023, 2024 and 2025, namely the City of Toronto and such other entities designated as Principal Contributors in Schedule "E" to the Funding Agreement from time to time that have executed an Adherence Agreement;

(w) "**Public Accountant**" means the person from time to time appointed pursuant to Section 12.1;

(x) "**Secretary**" means the secretary of the Corporation as described in section 7.2(d);

(y) "**Special Meeting**" means a meeting of Members other than an Annual Meeting;

(z) **"Special Resolution"** means a resolution passed by a majority of not less than two-thirds of the votes cast on that resolution;

(aa) "**Specified Number of Directors**" has the meaning ascribed thereto in Section 5.2(b); and

(bb) "**Vice-Chair**" means the vice-chair of the Corporation, as described in section 7.2(b).

1.2 Interpretation

In the By-laws, unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and *vice versa*. The division of this By-law into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise provided, each reference to an Article or a Section is to the corresponding article or section hereof. Whenever the words "**include**", "**includes**" or "**including**" are used in this By-law and in all other By-laws hereafter passed, unless the context otherwise requires, such words shall be deemed in each instance to be followed by the words "without limitation."

ARTICLE 2
GENERAL

2.1 Registered Office

Until changed in accordance with the Act, the registered office of the Corporation shall be in the Province of Ontario.

2.2 Financial Year

Unless otherwise approved by the Board, the financial year of the Corporation shall end on the 31st day of March in each year.

2.3 Books and Records

The Board shall see that all necessary books and records of the Corporation required by the By-laws or by any applicable statute or law are regularly and properly kept.

ARTICLE 3
MEMBERS

3.1 Membership

There shall be one class of membership in the Corporation. The Members of the Corporation shall be:

(a) the Directors of the Corporation from time to time; and

(b) the Mayors of the Principal Contributors from time to time.

3.2 Transferability and Termination of Membership

Membership is not transferable and the membership of a Member shall lapse and terminate on such Member ceasing to be a Director, other than in circumstances where such Member's term as a Director expires at an Annual Meeting pursuant to Section 5.5 and such Member is re-elected as a Director at the same Annual Meeting. In the case of an individual who is a Member by virtue of being the Mayor of a Principal Contributor, such Member shall cease to be a Member upon ceasing to be the Mayor of a Principal Contributor.

3.3 Dues

There shall be no dues or fees payable by the Members.

3.4 Removal of Member

Any Member may be removed at any time by the Board by a resolution passed by a majority of the Directors present and voting at the meeting of the Board authorizing the removal of such Member, or by written resolution signed by all of the Directors entitled to vote on that resolution, for any reason which the Board in its sole discretion deems to be in the interests of the Corporation, including the following:

(a) violating of any provision of the Articles, By-laws, or any policies or practices of the Corporation in effect from time to time; and

(b) carrying out any conduct which may be detrimental to the Corporation, including its reputation.

ARTICLE 4
MEMBERS' MEETINGS

4.1 Annual Meetings of Members

An Annual Meeting shall be held not later than 15 months after the holding of the preceding Annual Meeting but no later than six months after the end of the Corporation's preceding financial year, at such place within or outside Canada, if permitted by the Articles, on such day and at such time as the Board may determine. At every Annual Meeting, in addition to any other business that may be transacted:

(a) the Annual Financial Statements for the preceding financial year shall be presented;

(b) vacancies on the Board shall be filled;

(c) the Public Accountant for the ensuing year shall be appointed; and

(d) the remuneration of the Public Accountant shall be fixed or provision shall be made for such remuneration to be fixed by the Board, as contemplated by Section 12.3.

A copy of the Annual Financial Statements shall be sent to the Director appointed by the Minister to exercise the powers of the Director under the Act at least 21 days before the date fixed for the Annual Meeting.

4.2 Special Meetings of Members

A Special Meeting may be held from time to time as required to address matters that are appropriate to come before the Members, as determined by the Board or by the application of the Act, the Articles or the By-laws. Such meetings shall be held at such place within or outside Canada on such day and at such time as the Board may determine.

4.3 Calling of Meetings

The Board, the Chair or the Vice-Chair shall have power to call, at any time, a meeting of Members. In addition, the Board shall call a Special Meeting on written requisition of Members holding five percent (5%) of votes that may be cast at a meeting of Members.

4.4 Notice of Members' Meetings

(a) Written notice of the time and place of all meetings of Members shall be given to each Director, the Public Accountant and each Member entitled to vote at such meetings and whose name is entered in the register of Members at the close of business on the record date for notice (which shall be 21 to 60 days before the date of the meeting) or, if no record date for notice is fixed, at the close of business on the day preceding the day on which notice is given.

(b) For the purpose of this Section 4.4, notice shall be given as follows:

(i) by mail, courier or personal delivery to each person entitled to attend such meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or

(ii) by telephonic, electronic or other communication facility to each person entitled to attend such meeting, during a period of 21 to 35 days before the day on which the meeting is to be held; provided that a Member may request that the notice be given to such Member by non-electronic means.

(c) Notice of a meeting of Members shall state the nature of the business to be transacted thereat in sufficient detail to permit a Member to form a reasoned judgment thereon and shall state the text of any Special Resolution to be submitted to the meeting.

4.5 Waiver of Notice

Any person who is entitled to notice of a meeting of Members may waive notice either before or after the meeting, and attendance of the person at the meeting is a waiver of notice of the meeting, unless the person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.6 Chairing Meetings

The Chair (or, in the Chair's absence, the Vice-Chair) shall be the chair at all meetings of the Members. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be the chair of the meeting.

4.7 Persons Entitled to be Present

Members, non-Members, Directors and the Public Accountant of the Corporation are entitled to be present at a meeting of Members. However, only Members are entitled to cast a vote at the meeting.

4.8 Quorum

A majority of the Members present in person or by proxy shall constitute a quorum at any meeting of Members. No business shall be transacted at any meeting of Members unless a quorum is present.

4.9 Voting

Each Member having the right to vote on a question shall be entitled to one vote on such question.

4.10 Votes to Govern

At any meeting of Members, every question shall, unless otherwise required by the Act, the Articles or the By-laws, be determined by the majority of the votes of Members duly cast on the question.

4.11 Voting By Show of Hands

Every question at a meeting of Members shall be decided in the first instance by a show of hands unless prior to or following a show of hands, the chair of the meeting determines, or a majority of Members present and entitled to vote thereat resolve, to vote on the matter by ballot, in which case Section 4.12 shall apply. Whenever a vote by show of hands or a ballot in accordance with Section 4.12 shall have been held upon a question, a declaration by the chair of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be *prima facie* evidence of the fact without proof of the number or proportion of votes recorded in favour of or against any resolution or other proceeding in respect of the said

question, and the results of the vote so taken shall be the decision of Members upon the said question.

4.12 Ballot

If a ballot is required or demanded, the ballot shall be held in such manner as the chair of the meeting shall direct. A demand for a ballot may be withdrawn at any time prior to the holding of the ballot.

4.13 Absentee Voting

Subject to compliance with the Act, in addition to voting in person in accordance with Sections 4.11 and 4.12, the following shall apply:

(a) Proxies

At any meeting of Members, a proxy holder, who need not be a Member, who has been duly appointed by a Member, shall be entitled to exercise, subject to any restrictions expressed in the instrument appointing him or her, the same voting and other rights that such Member appointing him or her would be entitled to exercise if present at that meeting. A proxy shall be in writing and executed by the Member. A proxy may be in such form as the Board from time to time prescribes or in such other form as the chair of the meeting may accept as sufficient, and shall be deposited with the secretary of the meeting before any vote is called to which the proxy pertains, or at such earlier time and in such manner as the Board may prescribe.

(b) Mailed-in Ballot

A Member may, if the written notice of the applicable meeting of Members so permits, vote by mailed-in ballot, if the Corporation makes such means of voting available.

A Member participating in the meeting by any of the foregoing means set out in Sections 4.13(a) or 4.13(b) is deemed for the purposes of the By-laws and the Act to be present at the meeting.

4.14 Attending by Teleconference, Videoconference and Other Electronic Means

If the notice of meeting of the Members so permits, any person entitled to attend a meeting of the Members may participate in such meeting by teleconference, videoconference or any other electronic means that permit all participants to communicate adequately with each other during the meeting if the Corporation makes such means available. A Member so participating in a meeting is deemed for the purposes of the By-laws and the Act to be present at the meeting.

4.15 Voting While Participating Electronically

A Member participating in the meeting by any of the means set out in Section 4.14 and entitled to vote thereat may vote, and that vote may be held by teleconference, videoconference or any other electronic means that the Corporation has made available for that purpose. A Member so participating in a meeting shall be provided with an opportunity to vote on all questions put before the Members in a manner that:

(a) permits their subsequent verification; and

(b) permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how the Member voted.

4.16 Casting Vote

In the case of an equality of votes on any question presented to the Members the question shall be deemed to be decided in the negative. For greater certainty, neither the Chair nor the chair of the meeting shall have a second or casting vote.

4.17 Written Resolution in Lieu of Meeting

Subject to the provisions of the Act, a resolution in writing signed by all of the Members entitled to vote on that resolution at a meeting of Members is as valid as if it had been passed at a meeting of Members. Resolutions in writing may be signed in counterpart and satisfy all the requirements of this By-law relating to meetings of Members.

ARTICLE 5
DIRECTORS

5.1 Authority and Responsibility

Subject to the Act, the Articles and the By-laws, the Board shall manage or supervise the management of the activities and affairs of the Corporation.

5.2 Number of Directors

The number of Directors within the minimum and maximum numbers provided for in the Articles, shall be fixed by a resolution of the Members, provided that:

(a) the Members are empowered to change such number of Directors from time to time within such minimum and maximum numbers or delegate those powers to the Directors; provided that no decrease in the number of Directors shall shorten the term of an incumbent Director; and

(b) subject to the terms of the Articles, the Board may increase the number of Directors between the Annual Meetings within the minimum and maximum numbers by an amount that does not exceed one-third of the number of Directors elected at the previous Annual Meeting; provided that any Director so appointed shall hold office

for a term expiring not later than the close of the next Annual Meeting. The number of Directors so in office at the conclusion of an Annual Meeting, as the same has been increased from time to time pursuant to this Section 5.2(b), if at all, is referred to as the "**Specified Number of Directors**".

5.3 Composition of the Board

The Board shall be comprised of:

(a) two (2) nominees of each Principal Contributor during the term of their respective Principal Contributor Agreement, of which one nominee must be the Mayor or Chair of the Principal Contributor or their designee and one must be a private citizen nominee;

(b) one (1) nominee of the Municipal Collaborators acting in concert and determined by a majority vote of the Municipal Contributors during the term of their respective Municipal Collaborator Agreement, which nominee must be the Mayor or Chair of the selected Municipal Collaborator and the Municipal Collaborator from which such nominee is selected must rotate every two (2) years; and

(c) up to ten (10) nominees of the Nominating Committee, all of whom must be private citizens.

The Board may also be comprised of:

(d) one (1) nominee of the federal government of Canada during the term of its funding commitment; and

(e) one (1) nominee of the provincial government of Ontario during the term of its funding commitment.

5.4 Qualifications

In order to serve as a Director, an individual must:

(a) be 18 years of age or older;

(b) be a Member;

(c) not be Declared Incapable; and

(d) not be an undischarged bankrupt.

5.5 Election and Term

At the Annual Meeting to be held in 2023, the terms of Directors then serving shall be deemed to be complete, following which the Directors to be elected at that meeting shall be elected into one of three groups:

(a) those in Group 1 shall be elected for a term expiring at the Annual Meeting to be held in 2024;

(b) those in Group 2, which shall include the nominee of the Municipal Collaborators described in Section 5.3(b), shall be elected for a term expiring at the Annual Meeting to be held in 2025; and

(c) those in Group 3 shall be elected for a term expiring at the Annual Meeting to be held in 2026.

Thereafter the categorization of Directors into these three groups will cease to have any relevance. Except for the nominee of the Municipal Collaborators described in Section 5.3(b), each individual elected as a Director after the 2023 Annual Meeting shall serve for a term expiring at the close of the third Annual Meeting following their election unless:

(a) any such individual was elected to complete the unexpired term of a former Director, in which case such individual shall be elected for the remainder of such term; or

(b) prior to the meeting at which such individual is elected as a Director, the Board determines that, in the interests of providing for a staggered board, the individual filling such position should be elected for a term expiring at the end of the first or second Annual Meeting following his or her election.

The nominee of the Municipal Collaborators described in Section 5.3(b) shall serve for a term expiring at the close of the second Annual Meeting following his or her election.

5.6 Consent to Serve

An individual who is elected to hold office as a Director is not a Director, and is deemed not to have been elected to hold office as a Director, unless:

(a) the individual was present at the meeting when the election took place and did not refuse to hold office as a Director; or

(b) the individual was not present at the meeting when the election took place and:

(i) consented to hold office as a Director in writing before the election or within 10 days after the day on which the election took place; or

(ii) has acted as a Director after the election.

5.7 Resignation

Any Director who wishes to resign from the Board prior to the expiry of his or her term of office shall deliver a written resignation to the Chair or Secretary and such resignation shall be effective at the time of receipt of such written resignation by the Chair or Secretary or

at the time specified therein, whichever is later. A resigning Director shall cease to be a Member immediately upon ceasing to be a Director.

5.8 Removal

Subject to the provisions of Section 5.9, the Members may, by Ordinary Resolution passed at a Special Meeting of which notice specifying the intention to pass such Ordinary Resolution has been given, remove any Director before the expiry of such Director's term of office, and may, by a majority of votes cast at that meeting, elect any individual who meets the qualifications set out in Sections 5.4 and 5.4 in place of such Director for the remainder of the term of such Director.

5.9 Written Statement

A Director may submit to the Chair a written statement giving reasons for resigning, or if a meeting is called for the purpose of removing him or her, for opposing his or her removal or replacement. Where the Chair receives such a statement, the Chair shall immediately:

(a) give notice to the Members of the statement in accordance with Section 11.1; and

(b) send a copy of the statement to the Director appointed by the Minister pursuant to Section 281 of the Act.

5.10 Vacation of Office

The office of a Director shall automatically be vacated when such Director:

(a) dies or resigns in accordance with Section 5.7;

(b) is removed from office in accordance with Section 5.8; or

(c) ceases to meet the qualifications for being a Director set out in Section 5.4.

5.11 Vacancies

If a majority of the Specified Number of the Directors is then in office, vacancies on the Board may be filled for the remainder of the term by the remaining Directors, if such Directors determine it appropriate (except for vacancies resulting from a failure to elect the minimum number of Directors provided for in the Articles). If there is not a majority of the Specified Number of Directors in office, or if there has been a failure to elect the minimum number of Directors provided for in the Articles, the remaining Directors shall forthwith call a Special Meeting to fill the vacancies, provided that if the Directors fail to call such a meeting or if there are no Directors then in office, the meeting may be called by any Member.

5.12 Nominating Committee

The Nominating Committee shall be struck by the Board and its membership shall be comprised of the:

(a) the Chair of the Board;

(b) the CEO;

(c) the Chair of the Human Resources and Governance Committee of the Board; and

(d) a designee of each of the Principal Contributors.

The Chair of the Board shall serve as chair of the Nominating Committee.

The Nominating Committee shall be responsible for ensuring that the nominees proposed pursuant to the rights of those nominators contemplated in Section 5.3 meet the qualification requirements set forth in the Nominating Committee Terms of Reference set forth in Schedule B of the Funding Agreement. Following such assurances being achieved, the Nominating Committee shall recommend the duly nominated candidates to the Members for election as Directors at any annual meeting of the Corporation, at any special meeting of the Corporation called for the purpose of electing Directors or pursuant to any written resolution of the Members.

5.13 Other Committees

The Board may constitute such other Committee or Committees as it deems necessary or advisable, from time to time, and subject to the Act (including the limitations on delegations set out therein), each for such purpose as may be prescribed by the Board; provided that for greater certainty, the functions of each committee shall be advisory only. Each such Committee may formulate its own rules of procedure subject to such regulations and/or directions as the Board may from time to time make in respect thereof. Any member of any such Committee may be removed from a Committee at any time at the discretion of the Board. Membership in each Committee shall not be restricted to persons who are Directors, provided that if an Audit Committee is established, it shall be composed of not less than three (3) Directors, a majority of whom are neither officers nor employees of the Corporation or any of its affiliates. The Public Accountant shall be entitled to attend each meeting of the Audit Committee, if such Committee is established, and to call a meeting of that Committee. The Board shall have the power to disband any Committee which it creates.

5.14 No Remuneration of Directors

The Directors shall receive no remuneration for acting as such, but shall be entitled to be paid their reasonable expenses properly incurred in the performance of their duties, including their travel and other expenses properly incurred by them in attending meetings of the Board, of any Committee, or of the Members, or otherwise properly incurred by them in connection with carrying out the activities of the Corporation.

ARTICLE 6
DIRECTORS' MEETINGS

6.1 Place of Meetings

Except as otherwise required herein or by law, the Board may hold its meetings at any place within Canada (or if the Board determines that it is in the best interests of the Corporation, at any place outside Canada) as it may from time to time determine.

6.2 Calling of Meetings

Board meetings may be formally called by the Chair, the Secretary or by any two Directors.

6.3 Number of Meetings

There shall be a minimum of one meeting of the Board per year or such greater number of meetings as is determined, from time to time, by the Board.

6.4 Regular Meetings

The Board may, by resolution, establish the date, time and place of regular meetings of the Board ("**Regularly Scheduled Meetings**"). A copy of such resolution or a list of such dates, time, and places shall be sent to each Director immediately following the passage of such resolution. With the exception of meetings at which the matters referred to in Section 6.6 are to be discussed, thereafter no other notice in respect of a Regularly Scheduled Meeting will be required to be sent.

6.5 Notice of Directors' Meetings

Subject to the provisions of Section 6.4, notice of meetings of the Board shall be given by mail, pre-paid delivery, telephone, fax, e-mail or other means of recorded electronic communication to each Director not less than two days before the meeting is to take place.

6.6 Content of Notice

A notice of the meeting of the Board need not specify the purpose of or the business to be transacted at the meeting, except that a notice of a meeting of Directors shall provide notice of any of the following matters to be dealt with at the meeting: a resolution to:

(a) submit to the Members any question or matter requiring the approval of Members;

(b) fill a vacancy among the Directors or in the office of the Public Accountant (or, if the Board is at any time given the power to appoint additional Directors between Annual Meetings, a decision to appoint additional Directors);

(c) issue debt obligations except as authorized by the Directors;

(d) approve the Annual Financial Statements; or

(e) adopt, amend or repeal any By-laws.

6.7 Meetings without Notice

A meeting of the Board may be held at any time and place without notice if all Directors who are present, and all those who are not present, either before or after the meeting, waive notice thereof, and the attendance of a Director at a meeting of Directors is a waiver of notice of the meeting, except if the Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. No notice is required to be given in order to conduct business at each Annual Organizational Meeting, provided that a quorum is present.

6.8 Attending by Teleconference, Videoconference and Other Electronic Means

If all of the Directors present at or participating in the meeting consent, any Director may attend a meeting of the Board by teleconference, videoconference and other electronic means as permit all persons participating in the meeting to communicate adequately with each other during the meeting, and a Director participating in the meeting by those means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and of the Committee held while a Director holds office.

6.9 Voting While Participating Electronically

A Director participating in the meeting by any of the means set out in Section 6.8 may vote, and that vote may be held by teleconference, videoconference or any other electronic means that the Corporation has made available for that purpose.

6.10 Chairing Meetings

The Chair (or, in the Chair's absence, the Vice-Chair) shall be the chair at all meetings of the Directors. If no such Officer is present within 15 minutes from the time fixed for holding the meeting, the Directors present and entitled to vote shall choose one of their number to be the chair of the meeting.

6.11 Quorum

The presence of a majority of the Specified Number of Directors shall be necessary to constitute a quorum for the transaction of business at meetings of the Board. No business shall be transacted at any meeting of the Board unless a quorum is present.

6.12 Written Resolution in Lieu of Meeting

A resolution in writing signed by all Directors entitled to vote on that resolution at a meeting of the Directors, is as valid as if it had been passed at a meeting of the Directors.

6.13 Voting

Subject to the Act, the Articles and the By-laws, any question arising at any meeting of the Board shall be decided by a majority of votes. Each Director (including for greater certainty, the chair of the meeting) is entitled to exercise one vote. All votes at any such meeting shall be taken by show of hands in the usual manner of assent or dissent. Whenever a vote by show of hands shall be taken upon a question, a declaration by the chair of the meeting that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as *prima facie* proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution, and the result of the vote so taken shall be the decision of the Board upon the said question.

6.14 Casting Vote

In the case of an equality of votes at any Board meeting, the chair of the meeting shall not have a second or casting vote and the question shall be deemed to be decided in the negative.

6.15 Persons Entitled to be Present

Meetings of the Board and committees of the Board shall be public, except that a portion of such a meeting may be held in camera if Confidential Information is to be discussed.

6.16 Rules of Order

The Board shall be entitled to adopt, from time to time, such rules of order as it deems appropriate to govern the conduct of each Board meeting; provided that, in the event of a conflict between such rules of order and one or more provisions of the Act, the Articles or the By-laws, the provisions of the Act, the Articles or the By-laws shall prevail.

ARTICLE 7
OFFICERS

7.1 Appointment

The Directors shall appoint from time to time, a Chair and a Vice-Chair, each of whom shall be a Director, and a Secretary, who may, but need not be a Director. In addition, the Board may appoint from time to time, such other Officers as the Directors may determine, including one or more assistants to any of the Officers so appointed. Except as otherwise provided herein, an Officer may but need not be a Director and one person may hold more than one office.

7.2 Duties of Officers

Subject to the provisions of the Act, the following shall be the duties of the following Officers:

(a) ***Chair*** - The Chair, when present, shall preside at all meetings of Members and the Board and shall sign all contracts, documents or instruments in writing which require his or her signature and shall possess and may exercise such powers and shall perform such other duties as may from time to time be assigned to him or her by the Board.

(b) ***Vice-Chair*** - The Vice-Chair shall be vested with and may exercise all of the powers and perform all of the duties of the Chair where the Chair is absent or unable or unwilling to act. The Vice-Chair shall also perform other duties as are determined by the Board from time to time.

(c) ***President and CEO*** - The President shall be the Chief Executive Officer of the Corporation and shall be responsible for implementing the strategic plans and policies of the Corporation. The President and CEO shall, subject to the authority of the Board, have general supervision of the affairs of the Corporation.

(d) ***Secretary*** - The Secretary shall attend all meetings of the Members and the Board except where the chair of the meeting determines that it is inappropriate for the Secretary to attend due to the nature of the matter being discussed, provided that at all such meetings not attended by the Secretary, an individual in attendance at the meeting shall be appointed to fulfil the duties of the Secretary at such meeting as are hereinafter described. The Secretary shall record all proceedings and prepare minutes of all proceedings in the books kept for that purpose. The Secretary shall give or cause to be given all notices required to be given to the Members, Directors, the Public Accountant and members of Committees. The Secretary shall sign such documents, contracts or instruments in writing as require his or her signature and shall perform such other duties as may from time to time be determined by the Board or as are incidental to the office of the Secretary.

(e) ***Chief Financial Officer -*** The Chief Financial Officer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account. The Chief Financial Officer shall deposit or cause to be deposited all money or other valuable effects in the name and to the credit of the Corporation in the bank or banks from time to time designated by the Board and shall disburse or cause to be disbursed funds of the Corporation under the direction of the Board or in compliance with its policies. The Chief Financial Officer shall render to the Board, whenever required, an account of all financial transactions of the Corporation and of the financial position of the Corporation and shall cooperate with the Public Accountant during any audit of the accounts of the Corporation and perform any other duties prescribed by the Board.

(f) ***Other Officers*** - The powers and duties of all other Officers appointed by the Board shall be such as the terms of their engagement call for or the Board prescribes.

(g) ***Assistants*** - The Board may appoint an assistant to any officer to assist such officer in the discharge of that officer's duties and powers, and any of the duties and powers

of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board of directors otherwise directs.

7.3 Variations of Powers and Duties

The Board may, from time to time, and subject to the provisions of the Act, vary, add to or limit the powers and duties of any Officer.

7.4 Term of Office

(a) Officers who are Directors shall be appointed at an Annual Organizational Meeting and shall serve until the conclusion of the first Annual Organizational Meeting next following his or her appointment as an Officer or until such Officer: (i) resigns by delivering a written resignation to the Chair or the Secretary, which resignation shall be effective at the time it is received by the Chair or the Secretary, or at the time specified in the resignation, whichever is later; (ii) is removed by the Board; or (iii) ceases to be a Director, whichever first occurs.

(b) Officers who are not Directors shall hold office until such Officer's successor is appointed, or until such Officer's earlier resignation or removal.

(c) The Board, in its discretion, may remove any Officer, without prejudice to such Officer's rights under any employment contract or at law.

7.5 Remuneration of Officers

The Officers shall be paid such remuneration for their services as the Board may from time to time determine. Officers shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in the exercise of the duties of their respective offices. The remuneration of any employees or agents shall be such as the terms of their engagement call for or as the Board may specify.

7.6 Agents and Attorneys

The Corporation, by or under the authority of the Board, shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers (including the power to sub-delegate) of management, administration or otherwise as may be thought fit.

ARTICLE 8
PROTECTION OF DIRECTORS AND OFFICERS

8.1 Limitation of Liability

Every Director and Officer in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject thereto, no Director or Officer shall be liable for the acts, receipts,

neglects or defaults of any other Director or Officer or other individual acting in a similar capacity, or for joining in any receipt or other act for conformity, or for any loss, damage or expense to the Corporation arising from the insufficiency or deficiency of title to any property acquired by or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation are invested, or for any loss, damage or expense arising from the bankruptcy, insolvency, act or omission of any person, firm or corporation with whom or which any monies, securities or other property of the Corporation are lodged or deposited, or for any loss, damage or expense occasioned by any error of judgment or oversight on such Director's, Officer's or other individual's part, or for any other loss, damage or expense related to the performance or non-performance of the duties of his or her respective office or in relation thereto unless the same shall happen by or through his or her own wrongful and wilful act or through his or her own wrongful or wilful neglect or default.

8.2 Indemnity

Subject to the limitations contained in the Act, but without limiting the right of the Corporation to indemnify any individual under the Act or otherwise to the full extent permitted by law, the Corporation shall, from time to time and at all times, indemnify each Director or Officer or former Director or Officer (and each such Director's, Officer's or other individual's respective heirs, executors, administrators, or other legal personal representatives and his or her estate and effects), or another individual who acts or acted at the Corporation's request as a Director or an Officer or in a similar capacity of another entity), against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other entity provided that the individual to be indemnified:

(a) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the individual acted as Director or Officer or in a similar capacity at the Corporation's request; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that the individual's conduct was lawful.

8.3 Advance of Costs

The Corporation may advance money to a Director, an Officer or other individual for the costs, charges and expenses relating to a proceeding referred to in Section 8.2. The individual shall repay the money if the individual does not fulfil the conditions of Sections 8.2(a) and (b).

8.4 Insurance

The Corporation may purchase and maintain insurance for the benefit of an individual referred to in Section 8.2 against any liability incurred by the individual in the individual's capacity as a Director or an Officer, or in the individual's capacity as a director or an officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Corporation's request.

8.5 Indemnities Not Limiting

The provisions of this Article 8 shall be in addition to and not in substitution for or limitation of any rights, immunities and protections to which an individual is otherwise entitled.

ARTICLE 9
DISCLOSURE OF INTEREST

9.1 Disclosure of Interest

A Director or an Officer shall disclose to the Corporation, in writing or by requesting to have it entered into the minutes of meetings of the Directors or of Committees, the nature and extent of any interest that the Director or Officer has in the material contract or material transaction, whether made or proposed, with the Corporation, if the Director or Officer:

(a) is a party to the contract or transaction;

(b) is a director or an officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or

(c) has a material interest in a party to the contract or transaction.

9.2 Time of Disclosure for Director

The disclosure required by Section 9.1 shall be made, in the case of a Director:

(a) at the meeting at which the proposed contract or transaction is first considered;

(b) if the Director was not, at the time of the meeting referred to in Section 9.2(a), interested in the proposed contract or transaction, at the first meeting after the Director becomes so interested;

(c) if the Director becomes interested after the contract or transaction is made, at the first meeting after the Director becomes so interested; or

(d) if an individual who is interested in the contract or transaction later becomes a Director, at the first meeting after the individual becomes a Director.

9.3 Time of Disclosure for Officer

The disclosure required by Section 9.1 shall be made, in the case of an Officer who is not a Director:

(a) immediately after the Officer becomes aware that the contract, transaction, proposed contract or proposed transaction is to be considered or has been considered at a meeting;

(b) if the Officer becomes interested after the contract or transaction is made, immediately after the Officer becomes so interested; or

(c) if an individual who is interested in the contract or transaction later becomes an Officer, immediately after the individual becomes an Officer.

9.4 Time of Disclosure for Director or Officer

If the material contract or material transaction, whether entered into or proposed, is one that, in the ordinary course of the Corporation's activities, would not require approval by the Directors or Members, a Director or an Officer shall, immediately after he or she becomes aware of the contract or transaction, disclose in writing to the Corporation, or request to have entered in the minutes of the meetings of Directors or of Committees, the nature and extent of his or her interest.

9.5 Voting

A Director who is required to make a disclosure under Section 9.1 shall not vote on any resolution to approve the contract or transaction unless the contract or transaction:

(a) is for indemnity or insurance pursuant to Article 8; or

(b) is with an affiliate, as such term is understood for the purposes of the Act; or

(c) relates primarily to the director's remuneration as a director, an officer, an officer, an employee, an agent or a mandatary of the corporation or an affiliate.

9.6 Continuing Disclosure

For the purposes of this Section, a general notice to the Directors declaring that a Director or an Officer is to be regarded as interested, for any of the following reasons, in a contract or transaction made with a party, is a sufficient declaration of interest in relation to the contract or transaction:

(a) the Director or Officer is a director or an officer, or acting in a similar capacity, of a party referred to in Section 9.1(b) or (c);

(b) the Director or Officer has a material interest in the party; or

(c) there has been a material change in the nature of the Director's or the Officer's interest in the party.

9.7 Access to Disclosures

The Members may examine the portions of any minutes of meetings of Directors or any minutes of meetings of Committees that contain disclosures contemplated by Section 9.1, and of any other documents that contain those disclosures, during the Corporation's usual business hours.

9.8 Avoidance Standards

A contract or transaction for which disclosure is required under Section 9.1 is not invalid, and a Director or Officer is not accountable to the Corporation or its Members for any profit realized from the contract or transaction, because of the Director's or Officer's interest in the contract or transaction or because the Director was present or was counted to determine whether a quorum existed at the meeting of Directors or of Committee that considered the contract or transaction, if:

(a) disclosure of the interest was made in accordance with Section 9.1;

(b) the Directors approved the contract or transaction; and

(c) the contract or transaction was reasonable and fair to the Corporation when it was approved.

ARTICLE 10
EXECUTION OF DOCUMENTS, BANKING AND BORROWING

10.1 Signatories

Except for documents executed in the usual and ordinary course of the Corporation's business, which may be signed by the Chair, the following are the only persons authorized to sign any document on behalf of the Corporation:

(a) any two Directors or any one Officer with any one Director, provided that no individual shall execute, acknowledge or verify any instrument in more than one capacity; or

(b) any individual or individuals appointed by Ordinary Resolution of the Board to sign a specific document or specific type of document or generally on behalf of the Corporation.

Any document so signed may, but need not, have the corporate seal applied, if there is one.

10.2 Facsimile Signatures

The signatures of any person authorized to sign on behalf of the Corporation, may, if specifically authorized by resolution of the Board, be written, printed, stamped, engraved, lithographed or otherwise mechanically reproduced. Anything so signed shall be as valid as if it had been signed manually, even if that person has ceased to hold office when anything so signed is issued or delivered, until revoked by resolution of the Board.

10.3 Banking

The banking business of the Corporation shall be transacted with such banks, trust companies or other firms or corporations carrying on a banking business in Canada, or elsewhere as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of power as the Board may, from time to time, prescribe or authorize.

10.4 Borrowing

Subject to any limitations set out in the Articles or the By-laws, the Board may, from time to time, without authorization of the Members:

(a) borrow money on the credit of the Corporation;

(b) issue, reissue, sell, pledge or hypothecate debt obligations of the Corporation;

(c) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

10.5 Board Delegation

From time to time the Board may authorize any Director, Officer or Committee, to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the security to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional security for any monies borrowed or remaining due by the Corporation as the Board may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.

ARTICLE 11
NOTICE

11.1 Procedure for Sending Notices

Any notice (which term includes any communication or document) to be given sent, delivered or served pursuant to the Act, the By-laws or otherwise, to a Member, Director or Public Accountant shall be sufficiently given if sent to the principal address of the applicable person as last shown in the Corporation's records. A notice so delivered shall be deemed to have been received when it is delivered. A notice so mailed shall be deemed to have been received on the fifth day after mailing (excluding each day during which there exists any general interruption of postal services due to strike, lockout or other cause). A notice sent by means of electronic, transmitted or recorded communication shall be deemed to have been received when so sent. The Chair may change or cause to be changed the recorded address of any Member, Director or Public Accountant in accordance with the information believed by him or her to be reliable.

11.2 Undelivered Notices

If any notice given to a Member pursuant to Section 11.1 is returned on two consecutive occasions because such Member cannot be found, the Corporation shall not be required to give any further notice to such Member until such Member informs the Corporation in writing of such Member's new address.

11.3 Computation of Time

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the day of the meeting or other event shall be included.

11.4 Waiver of Notice

Any Member, Director, member of a Committee or Public Accountant may waive any notice required to be given to such person under any provision of the Act, the By-laws or otherwise, and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

11.5 Error or Omission in Notice

No error or omission in giving notice of any meeting or adjourned meeting of Members, Directors or Committee to any Member, Director, member of any Committee or the Public Accountant, no non-receipt of the notice by any such person where the Corporation has provided notice in accordance with the By-laws, and no error in any notice not affecting its substance, shall invalidate any meeting to which the notice pertained or otherwise founded on such notice or make void any resolutions passed or proceedings taken thereat, and any Member or Director may ratify, approve and confirm any or all proceedings taken thereat.

11.6 Certification re: Delivery

The statutory declaration of the Secretary or the Chair or of any other person authorized to give notice of a meeting that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice.

ARTICLE 12
PUBLIC ACCOUNTANT

12.1 Public Accountant

The Members shall, by Ordinary Resolution, at each Annual Meeting appoint a Public Accountant to hold office until the next Annual Meeting, and if an appointment is not so made, the Public Accountant in office will continue in office until a successor is appointed. The Directors may, if a quorum of the Directors is then in office, fill any vacancy in the office of Public Accountant arising between Annual Meetings.

12.2 Qualification

The person or firm appointed as a Public Accountant shall not be a Director, an Officer or an employee of the Corporation, or a business partner or employee of any such person, but shall: (a) be a member in good standing of an institute or association of accountants incorporated by or under an Act of the legislature of a province of Canada; (b) meet any qualifications under an enactment of a province for performing any duty that the person is required to perform under the relevant sections of the Act; and (c) be independent, within the meaning of the Act, of the Corporation, its affiliates, the Directors and Officers, and the directors and officers of the affiliates.

12.3 Remuneration

The remuneration of the Public Accountant shall be fixed by Ordinary Resolution of the Members or, by the Board if it is authorized to do so by the Members. The remuneration of a Public Accountant appointed by the Board shall be fixed by the Board.

ARTICLE 13
ANNUAL FINANCIAL STATEMENTS

13.1 Statutory Requirements

The Corporation may, instead of sending copies or a summary of the Annual Financial Statements to the Members, notify the Members that the Annual Financial Statements are available at the registered office of the Corporation and any Member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

ARTICLE 14
BY-LAWS

14.1 By-laws, Amendment or Repeal

Unless the Act, the Articles or the By-laws otherwise provide, the Directors may, by resolution, make, amend or repeal any By-law and any such By-law or amendment or repeal shall be effective when approved by the Board. If the By-law amendment or repeal is so confirmed, or confirmed as amended, by the Members entitled to vote thereon, it remains effective in the form in which it was confirmed. The By-law amendment or repeal ceases to have effect if it is not submitted by the Directors to the Members at or before the next Annual or Special Meeting or if it is so presented but rejected by the Members entitled to vote thereon. If a By-law, amendment or repeal ceases to have effect, a subsequent resolution of the Directors that has substantially the same purpose or effect is not effective until it is confirmed, or confirmed as amended, by the Members entitled to vote thereon.

14.2 Enactment

This By-law No. 2 shall come into force and effect following its approval by the Board and its confirmation by the Members on a date to be determined by the CEO of the Corporation. Upon this By-law No. 2 coming into force and effect all prior By-laws shall thereby be repealed.

14.3 Effect of Repeal of By-laws

The repeal of any By-law in whole or part shall not in any way affect the validity of any act done or right, privilege, obligation or liability acquired or incurred thereunder prior to such repeal.

MADE by the Board on the day of 2023.

_____
Chair

CONFIRMED by the Members pursuant to a Special Resolution on the day of , 2023.

_____
Chair

SCHEDULE "D"

FORM OF ADHERENCE AGREEMENT

ADHERENCE AGREEMENT

Among

CITY OF TORONTO

(hereinafter referred to as "**Toronto**")

- and -

GTA REGION INVESTMENT ATTRACTION, carrying on business as "**Toronto Global**",

(hereinafter referred to as the "**Corporation**")

and

<@>

("Adhering Participant")

RECITALS:

A. Toronto and the Corporation (the "**Founding Participants**") entered into the Amended and Restated Funding Agreement (the "**Funding Agreement**") dated as of the Effective Date to provide a funding and governance framework for a regional approach to attracting foreign investment to the Toronto Region led by the Corporation;

B. The Founding Participants, the Government of Ontario and the Federal Government of Canada are seeking the participation and cooperation of the municipalities comprising the Toronto Region; and

C. Municipalities comprising the Toronto Region who elect to become a party to the Funding Agreement following the Effective Date are required to execute an adherence agreement in the form of this agreement as a condition to participating as a Municipal Collaborator or Principal Contributor, as the case may be.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby agrees as follows:

1. The effective date of this Adherence Agreement is <@>, 202<@> (the "**Adherence Date**". The three-year funding obligations of all municipalities who become Municipal Collaborators or Principal Contributors subsequent to the Effective date are not pro rated and are the same regardless of the Adherence Date applicable to a particular municipality.

2. Unless otherwise defined, all capitalized terms used in this Adherence Agreement have the meanings given to them in the Funding Agreement.

3. Adhering Participant acknowledges having received and read a copy of the Funding Agreement and is familiar with its terms.

4. Adhering Participant hereby acknowledges and agrees that, as of the Adherence Date, it will be bound by and comply with all applicable provisions of the Funding Agreement, as fully as if it had originally been a party to the Funding Agreement with the Founding Participants.

5. For the purposes of any notice under or in respect of the Funding Agreement, the address of the undersigned is as follows:

   _____ (name of Adhering Participant)
   _____ (address of Adhering Participant)

   Attn: _____ (name and contact information, and email address of contact person at Adhering Participant)

6. Adhering Participant represents and warrants that it has the power and authority to enter into and carry out its obligations under this Adherence Agreement.

7. This Adherence Agreement shall enure to the benefit of and bind all successors and permitted assigns of Adhering Participant.

8. This Adherence Agreement shall form part of the Funding Agreement.

9. This Adherence Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, email (including pdf), electronic signature or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

CITY OF TORONTO

By: _____
Name:
Title:

By: _____
Name:
Title:
I/We have authority to bind the corporation.

GTA REGION INVESTMENT ATTRACTION

By: _____
Name:
Title:

By: _____
Name:
Title:
I/We have authority to bind the corporation.

[●] [*name of municipality*]
By: _____
Name:
Title:

By: _____
Name:
Title:
I/We have authority to bind the corporation.

SCHEDULE "E"

ADHERING PARTICIPANTS

NAME OF ADHERING PARTICIPANT	DATE OF ADHERENCE AGREEMENT	STATUS (MUNICIPAL COLLABORATOR OR PRINCIPAL CONTRIBUTOR)
THE REGIONAL MUNICIPALITY OF YORK	APRIL 1, 2022	MUNICIPAL COLLABORATOR
THE REGIONAL MUNICIPALITY OF HALTON	APRIL 1, 2022	MUNICIPAL COLLABORATOR

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ADHERENCE AGREEMENT

Among

CITY OF TORONTO

(hereinafter referred to as "**Toronto**")

- and -

GTA REGION INVESTMENT ATTRACTION, carrying on business as "**Toronto Global**",

(hereinafter referred to as the "**Corporation**")

- and -

THE REGIONAL MUNICIPALITY OF YORK

("Adhering Participant")

RECITALS:

A. Toronto and the Corporation (the "**Founding Participants**") entered into the Amended and Restated Funding Agreement (the "**Funding Agreement**") dated as of the Effective Date to provide a funding and governance framework for a regional approach to attracting foreign investment to the Toronto Region led by the Corporation;

B. The Founding Participants, the Government of Ontario and the Federal Government of Canada are seeking the participation and cooperation of the municipalities comprising the Toronto Region; and

C. Municipalities comprising the Toronto Region who elect to become a party to the Funding Agreement following the Effective Date are required to execute an adherence agreement in the form of this agreement as a condition to participating as a Municipal Collaborator or Principal Contributor, as the case may be.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby agrees as follows:

1. The effective date of this Adherence Agreement is April 1, 2022 (the "**Adherence Date**". The three-year funding obligations of all municipalities who become Municipal Collaborators or Principal Contributors subsequent to the Effective date are not pro rated and are the same regardless of the Adherence Date applicable to a particular municipality.

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2. Unless otherwise defined, all capitalized terms used in this Adherence Agreement have the meanings given to them in the Funding Agreement.

3. Adhering Participant acknowledges having received and read a copy of the Funding Agreement and is familiar with its terms.

4. Adhering Participant hereby acknowledges and agrees that, as of the Adherence Date, it will be bound by and comply with all applicable provisions of the Funding Agreement, as fully as if it had originally been a party to the Funding Agreement with the Founding Participants.

5. For the purposes of any notice under or in respect of the Funding Agreement, the address of the undersigned is as follows:

   The Regional Municipality of York
   17250 Yonge Street
   Newmarket, ON L3Y 6Z1

   Attn: Jonathan Wheatle, Director, Economic Strategy
   Email: jonathan.wheatle@york.ca

6. Adhering Participant represents and warrants that it has the power and authority to enter into and carry out its obligations under this Adherence Agreement.

7. This Adherence Agreement shall enure to the benefit of and bind all successors and permitted assigns of Adhering Participant.

8. This Adherence Agreement shall form part of the Funding Agreement.

9. This Adherence Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, email (including pdf), electronic signature or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

CITY OF TORONTO

By: DocuSigned by: A762DF12C4A049D...
Name: Paul Johnson
Title: Deputy City Manager

By: _____
Name:
Title:

I/We have authority to bind the corporation.

DocuSign Envelope ID: 28F2C2C8-DEFA-4675-879D-899A678F7C87

GTA REGION INVESTMENT ATTRACTION

DocuSigned by:

By: _____
558846CF7C4549F...

Name: Stephen Lund
Title: Chief Executive Officer

By: _____

Name:
Title:

I/We have authority to bind the corporation.

THE REGIONAL MUNICIPALITY OF YORK

DocuSigned by:

_____
9393F3130F844F4...

Name: Dino Basso
Title: Commissioner of Corporate Services

Approved as to form and content
By/
as per Davide Kerr
Legal Services

By: _____

Name:
Title:

I/We have authority to bind the Region.

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SCHEDULE "D"

FORM OF ADHERENCE AGREEMENT

ADHERENCE AGREEMENT

Among

CITY OF TORONTO

(hereinafter referred to as "**Toronto**")

- and -

GTA REGION INVESTMENT ATTRACTION, carrying on business as "**Toronto Global**",

(hereinafter referred to as the "**Corporation**")

and

THE REGIONAL MUNICIPALITY OF HALTON

("Adhering Participant")

RECITALS:

A. Toronto and the Corporation (the "**Founding Participants**") entered into the Amended and Restated Funding Agreement (the "**Funding Agreement**") dated as of the Effective Date to provide a funding and governance framework for a regional approach to attracting foreign investment to the Toronto Region led by the Corporation;

B. The Founding Participants, the Government of Ontario and the Federal Government of Canada are seeking the participation and cooperation of the municipalities comprising the Toronto Region; and

C. Municipalities comprising the Toronto Region who elect to become a party to the Funding Agreement following the Effective Date are required to execute an adherence agreement in the form of this agreement as a condition to participating as a Municipal Collaborator or Principal Contributor, as the case may be.

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NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby agrees as follows:

1. The effective date of this Adherence Agreement is November 16, 2022 (the "**Adherence Date**". The three-year funding obligations of all municipalities who become Municipal Collaborators or Principal Contributors subsequent to the Effective date are not pro rated and are the same regardless of the Adherence Date applicable to a particular municipality.

2. Unless otherwise defined, all capitalized terms used in this Adherence Agreement have the meanings given to them in the Funding Agreement.

3. Adhering Participant acknowledges having received and read a copy of the Funding Agreement and is familiar with its terms.

4. Adhering Participant hereby acknowledges and agrees that, as of the Adherence Date, it will be bound by and comply with all applicable provisions of the Funding Agreement, as fully as if it had originally been a party to the Funding Agreement with the Founding Participants.

5. For the purposes of any notice under or in respect of the Funding Agreement, the address of the undersigned is as follows:

   The Regional Municipality of Halton
   1151 Bronte Road,
   Oakville, ON
   L6M 3L1

   Attn: John Davidson, Director of Economic Development
   john.davidson@halton.ca

6. Adhering Participant represents and warrants that it has the power and authority to enter into and carry out its obligations under this Adherence Agreement.

7. This Adherence Agreement shall enure to the benefit of and bind all successors and permitted assigns of Adhering Participant.

8. This Adherence Agreement shall form part of the Funding Agreement.

9. This Adherence Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, email (including pdf), electronic signature or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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CITY OF TORONTO

By: DocuSigned by: A762DE12C4A049D...
Name: Paul Johnson
Title: Deputy City Manager

By: _____
Name:
Title:
I/We have authority to bind the corporation.

GTA REGION INVESTMENT ATTRACTION

By: DocuSigned by: 558846CE7C4549F...
Name: Stephen Lund
Title: Chief Executive Officer

By: _____
Name:
Title:
I/We have authority to bind the corporation.

THE REGIONAL MUNICIPALITY OF HALTON

By: DocuSigned by: 8E16782A4DAA45F...
Name: Gary Carr
Title: Regional Chair

By: DocuSigned by: 84425E0C42274DD...
Name: Graham Milne
Title: Regional Clerk

I/We have authority to bind the corporation.