

LICENCE AGREEMENT

THIS LICENCE OF OCCUPANCY (this “Licence”) dated this day of April, 2026

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT

A Municipal Corporation in the Province of Ontario pursuant to
the *Municipal Act, 2001*

(the “Township”)

OF THE FIRST PART

-AND-

CREATESCAPE WATERLOO REGION

A Corporation continued under the *Not-for-Profit Corporations Act, 2010*

(the “Licensee”)

OF THE SECOND PART

IN CONSIDERATION OF the Township licensing for non-exclusive occupation areas of the park land, as shown in Schedule “A” attached hereto, adjacent to 60 Snyder’s Road West, Baden to the Licensee and the mutual benefits and obligations set forth in this Licence, the receipt and sufficiency of which consideration is hereby acknowledged, the Township and the Licensee to this Licence (the “Parties”) agree as follows:

1. LICENSED PROPERTY AND TERMS OF LICENCE

- 1.1. The Township hereby authorizes the Licensee to non-exclusively occupy areas of the parkland, as shown in Schedule “A” attached hereto (the “Licenced Land”), adjacent to 60 Snyder’s Road West, Baden for the installation of statues of prime ministers of Canada described in Schedule “B” attached hereto (the “Statues”) and for the purposes of the Educational and Research Program described below.
- 1.2. The Township shall during the term of this Licence permit the Licensee to install and maintain on the Licensed Land the existing statues of prime ministers of Canada owned by the Township as described in Schedule “B” attached hereto (the “Existing Statues”). The Existing Statues shall continue to be owned by the Township.
- 1.3. The Licensee may during the term of this Licence commission and install on the Licensed Land the future statues of prime ministers of Canada (the “Future Statues”) described in Schedule “B” attached hereto. The Future Statues shall be owned by the Licensee.
- 1.4. The Licensee shall develop an Installation Plan in accordance with the requirements set out in Schedule “C” to this Licence. The Licensee shall install and maintain the Existing Statues and the Future Statues in accordance with the Installation Plan and shall, in implementing the Installation Plan, do so in a manner that is consistent with the Township’s use and plans for the park and the Township’s adjacent property. Schedule “C” may be amended from time to time, by mutual agreement in writing of the Parties, including for purposes of adding to the statues of prime ministers of Canada, and for educational purposes.
- 1.5. The intentions of the Parties are that the Statues are to be part of an educational and research

program (the “Educational and Research Program”) that is intended to operate for an extended period of time based on successive terms of twenty (20) years. The Parties agree that each shall work on a cooperative and collaborative basis, in good faith and act reasonably to achieve the intentions of the Parties. The requirements of the Educational and Research Program are set out in Schedule “D” to this Licence.

2 TERM OF THE LICENCE

21. The duration of this Licence (the “Initial Term”) is twenty (20) years, beginning on May 1, 2026 (the “Commencement Date”) and ending on April 30, 2046, unless otherwise terminated by either Party in accordance with the terms of this Licence. The Initial Term may be extended upon mutual written agreement of the parties for further terms of Twenty (20) years.

The Parties hereby expressly disclaim any intention to create, and nothing in this Licence shall be deemed to create, a partnership or joint venture between them and neither of the Parties hereto shall have authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.

3 LICENCE FEE

31. The Licensee shall pay to the Township on the first day of each year of the Term an annual fee for the Licensed Lands occupied by the Licence pursuant to the Installation Plan and for other educational purposes of \$2.00 per year, plus Harmonized Sales Tax (“HST”), if applicable. The Licensee may, at the Licensee’s sole option and discretion, prepay the total fee for the Term of the Licence in the amount of \$40.00, plus HST, if applicable.

4 TOWNSHIP’S COVENANTS, REPRESENTATIONS AND WARRANTIES

41. Subject to Licensee performing and fulfilling all of its obligations under this Licence, the Township covenants that it shall maintain appropriate insurance in relation to the areas occupied by the Licensee and the Existing Statues and Future Statues, including occupier’s insurance coverage for third-parties entering onto the property that will be subject to the Installation Plan and other areas used for educational purposes, in accordance with any applicable law and which a prudent and reasonable municipal corporation in similar circumstances would obtain.
42. The Township shall maintain the Licenced Lands in accordance with the Township’s policies and practices with respect to the maintenance of park land and other municipal land.

5 LICENSEE’S COVENANTS, REPRESENTATIONS AND WARRANTIES

51. The Licensee covenants to fulfil all of its obligations under this Licence, including but not limited to (i) pay all amounts required under this Licence to the Township, and (ii) to occupy the areas subject to this Licence only for the purpose of installing the Statues and implementing the Educational and Research Program to advance the understanding of the history, role and impact of Canadian prime ministers.
52. The Licensee shall at all times maintain the Statues in a good state of repair and free from damage, defacement or disruption, all to the Township’s satisfaction.
53. The Parties understand and hereby agree that the Licensee is a registered charity and that its ability to fulfil its obligations is dependent upon the raising of the funds through donations, grants and similar revenues. Notwithstanding that acknowledgement, the failure of the Licensee to fulfil its obligations under the Licence shall not be excused by a failure or inability of the Licensee to raise funds.

6 EVENTS OF DEFAULT AND BANKRUPTCY

61. Upon the occurrence of any of the following events (an "Event of Default"):
- a) the Licensee fails to pay any fee due hereunder when due, and such fee is not paid within five (5) days after notice is given by the Licensor of such non-payment;
 - b) the Licensee fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed and kept by the Licensee and persists in the failure after ten (10) days' notice by the Township requiring the Licensee to remedy, correct, desist or comply (or such longer period as the Township determines may be reasonably required to cure the breach given the nature of same); or
 - c) The Licensee abandons the Statues during the Term without the Township's written consent, or the Licensee does or permits anything causing cancellation or threat of cancellation of the Township's insurance related to the Statues or the property where the Statues are installed;

then the Township may, at its option, and in addition to and without prejudice to all rights and remedies of the Township available to it either under this Licence or applicable law, cumulative or otherwise:

- i) without notice or any form of legal process, forthwith take possession of the Statues that have been installed and the Licensed Land; and
 - ii) terminate this Licence by giving the Licensee ten (10) days' prior written notice; and such termination shall be without prejudice to the Licensor's right to damages.
62. Neither this Licence nor any interest of the Licensee herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Licensee or otherwise by operation of law.

7 DISPUTE RESOLUTION

- 7.1 If a dispute arises with respect to this Licence, the Licensee and the Township agree to attempt to resolve such dispute through discussion between the chair of the board of the Licensee, and the Chief Administrative Officer of the Township in consultation with Wilmot Township Council. If the dispute cannot be resolved at this level either party may request that the dispute be referred to a mediator for assistance in reaching a mutually agreed upon resolution. The party requesting mediation shall provide a list of three possible mediators to the other party who will choose a mediator from the list. The parties shall share equally in the fees and expenses of the mediator selected to resolve the dispute.

8 GENERAL

- 8.1 **Damages.** The Licensee, its employees, agents, representatives, and other persons authorized by it (the "Agents") shall not cause damage to the Township's parkland or other property. The Licensee covenants and agrees, at its expense, to promptly and diligently repair and restore, to its condition prior to the damage, all damage caused by it and its Agents. The Licensee shall pay full

compensation to the Township within ten (10) days of written demand with respect of all costs incurred by the Township in respect of such damage.

82. **Indemnity.** The Licensee hereby indemnifies the Township and its employees, councillors and representatives from and against all losses, costs and other liabilities of any kind whatsoever suffered by or incurred by the Township, by whomsoever and howsoever caused, made, brought or claimed arising from or in any way connected with:

8.2.1. Entry upon or use of the Township's land by the Licensee, Agents, or any one or more or all of them; and

8.2.2. Breach by the Licensee of any provision of this Licence.

This indemnity shall survive the expiry or termination of this Licence.

83. **Registration.** The Licensee shall not register this Licence against title to the Licensed Land.

84. **Assignment and Subletting.** The Licensee shall not assign or sublet its interest in this Licence, or any part of their interest in this Licence, nor grant any licence or part of the possession of the occupied areas or transfer any other right or interest under this Licence without the Licensor's prior written consent.

85. **Governing Law.** This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that province, excluding the choice of law rules of that province.

86. **Sections and Headings.** The division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

87. **Notices.** Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Lease shall be in writing and shall be sufficiently given or made if served personally upon an officer of the party for whom it is intended, or couriered, or mailed by prepaid registered mail, or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender, and in the case of:

(a) To the Lessor, addressed to it at:

The Corporation of The Township of Wilmot

60 Snyder's Road West

Baden, ON N3A 1A1

Attention: Clerk

Email:clerks@wilmot.ca

(b) To the Lessee, addressed to it at:

Createscape Waterloo Region

94 Windrush Trail

Kitchener, ON N2P 2B3

or to such other address or in care of such other officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally, or by email, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, five (5) business days from mailing.

88. **Severability.** If any provision of this Licence or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction or its applications to other parties or circumstances.
89. **Further Assurances.** The Licensor and the Licensee shall at all times and from time to time hereafter and upon every reasonable written request so to make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Licence.
810. **Remedies Cumulative.** The remedies of a party under this Licence are cumulative and the exercise by such party of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which such party may be lawfully entitled for such default or breach. Any waiver by such party of the strict observance, performance or compliance by another party hereto of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by a party hereto to another party hereto shall not be deemed to be a waiver of any subsequent default or breach by such other party, and shall not entitle such other party to any similar indulgence.
811. **Successors.** This Licence is binding on, and enures to the benefit of, the Parties and their respective successors and permitted assigns.
812. **Time of Essence.** Time is of the essence for this Licence.
813. **Entire Agreement.** This Licence constitute the entire agreement between the Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.
814. **Independent Legal Advice.** Each of the Parties acknowledges that it has read and understands the terms and conditions of this Licence and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Licence and that, if it did not avail itself of that opportunity before signing this Licence, it did so voluntarily without any undue pressure. A failure by a party to obtain independent legal advice shall not be used by it as a defence to the enforcement of its obligations under this Licence.

[Remainder of page intentionally left blank]

815. **Counterparts.** This Licence may be executed and delivered by counterparts with the same effect as if the Parties hereto have signed and delivered the same document. All counterparts shall be construed together and shall constitute one and the same agreement. Any delivery of an executed copy of this Lease by way of email transmission shall constitute delivery hereof.

IN WITNESS WHEREOF the parties hereto have executed this Licence as of the date first written above.

**THE CORPORATION OF THE TOWNSHIP
OF WILMOT**

By: _____

Name: Natasha Salonen

Title: Mayor

By: _____

Name: Amelia Jaggard

Title: Clerk

We have the authority to bind the Township.

LICENSEE

CREATESCAPE WATERLOO REGION

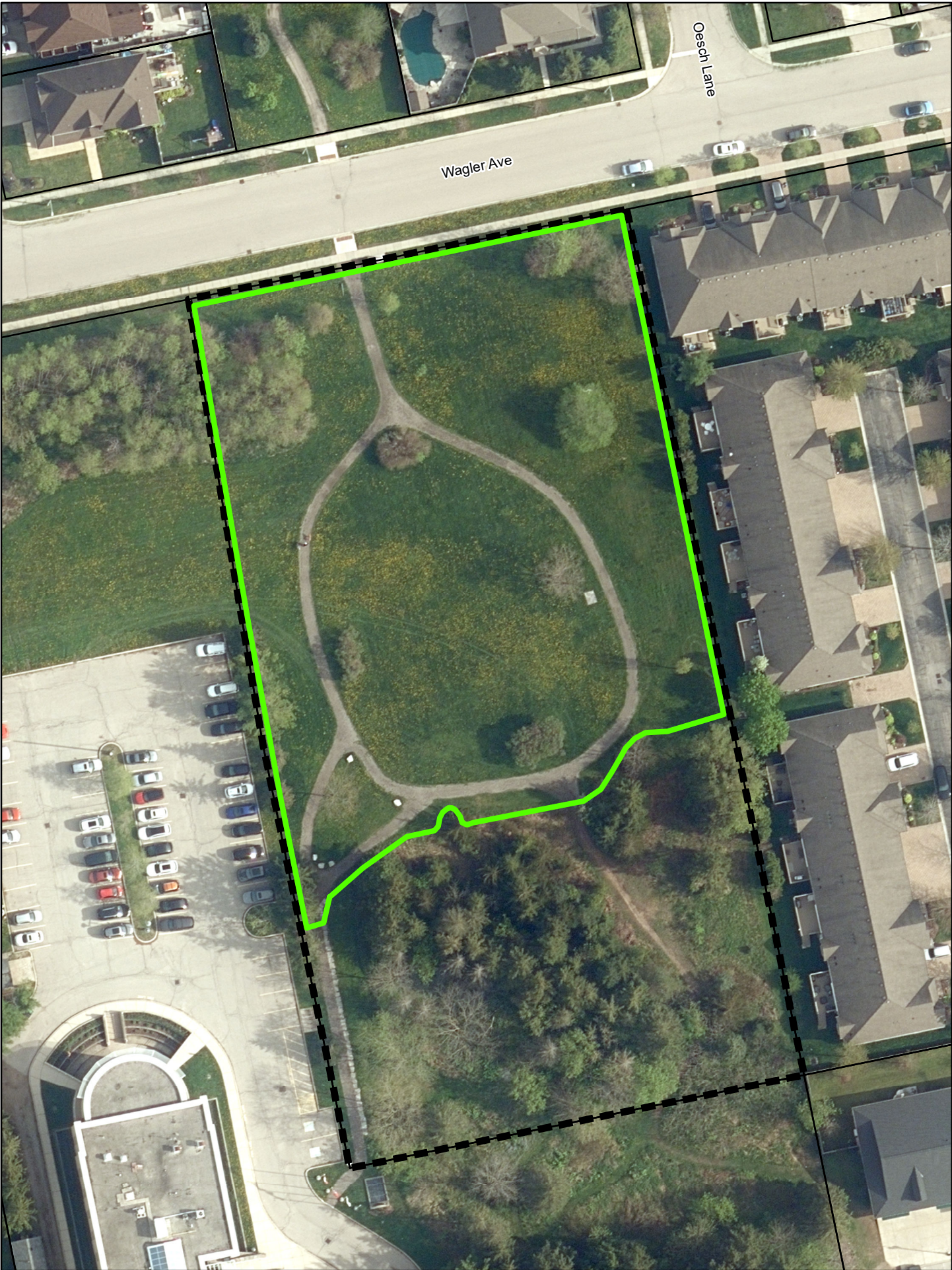
By: _____

Name:

Title: President

I have the authority to bind Corporation.

Schedule "A"**Property Description and Diagram showing extent of
land subject to this Licence****Property Description****PIN 221820386****BLOCK 102, PLAN 58M-249, S/T RIGHT OF WAY 990638 IN FAVOR OF THE OWNERS OF
PART 1 ON 58R-6450, PIN 22182-0067 OVER PART OF SAID BLOCK BEING PART 2 ON 58R-
13668 ; TWONSHIP OF WILMOT****With the area of such property included in the Licence overlaid with a green polygon as set out in
the diagram.**



Wagler Ave

Oesch Lane

Schedule “B”
List of Statues of Prime Ministers

Existing Statues

Sir John A. Macdonald

Unfortunate Four – John Abbott, John Thompson, Mackenzie Bowell and Charles Tupper

Robert Borden

William Lyon Mackenzie King

Lester B. Pearson

A. Kim Campbell

Future Statues

Alexander Mackenzie

Wilfrid Laurier

Arthur Meighen

Richard Bennett

Louis St-Laurent

John Diefenbaker

Pierre Elliott Trudeau

C. Joseph Clark

John Turner

Brian Mulroney

Jean Chretien

Paul Martin

Stephen Harper

Justin Trudeau

Mark Carney

This list may be amended by the Lessee to include additional prime ministers for whom a statue may be commissioned, installed and owned.

Schedule “C”
Requirements for the Installation Plan

The requirements for the Installation Plan referenced in paragraph 1.4 of this Licence are as follows:

- **Public Safety**
 - the installation plan shall include public safety measures, including with respect the location and spacing of the installed statues (e.g., providing sufficient space between the statues to allow for individuals or groups of individuals to view and engage in a lawful manner with the statues)
 - the installation of the statues shall be done in a manner and using materials and techniques that will minimize risks of movement or toppling of the statues
- **Visual Appeal**
 - the statues will be installed in a visually appealing manner that will encourage members of the public to view and engage in a lawful manner with each statue and with the series of statues
 - the statues will be installed in a logical manner that assist in promoting the public’s understanding of the history of Canada and Canadians
 - the installation will be respectful of different perspectives on Canadian history
- **Artistic Merit**
 - the installation plan will promote the artistic merit of the statues as individual works of art and as part of a series of works of art
 - the plan itself should result in a visual “work of landscape art”
- **Planning Principles**
 - the installation plan will take into account good planning principles for public parkland and the Township’s overall public policy related to public parkland in general and for this park
 - the installation plan will provide sufficient flexibility to recognize legitimate changes to the Township’s public policy that are intended to enhance the public’s participation in the park and with the statues
 - the installation plan will present the materials in a non-partisan way
 - the installation plan will provide a narrative that encourages discussion and engagement
 - the installation plan will promote cohesion and consistency

Schedule “D”

Requirements for the Educational and Research Program

The requirements for the Educational and Research Program referenced in paragraph 1.5 of this Licence are as follows:

- Objectives
 - Engage Canadians in the story of Canada, exploring the culture and history of Canada using the “bookmarks” of a Prime Minister’s tenure, at age-appropriate levels
 - Explore the concept of leadership and to assist in Canadians learning and assessing leadership in Canada and how leadership has influenced Canada economically, socially and culturally
 - Recognition of key principles:
 - An appreciation and understanding of Canada’s history
 - Everything is connected in Canada’s history
 - Canada’s history is valuable
 - Canada’s history is about change
 - Interpreting Canada’s history can be controversial

- Diversity
 - the Educational and Research Program shall take into account the diversity of Canada and Canadians, including such factors as race, national or ethnic origin, colour, religion, sex, age or mental or physical disability with respect to:
 - content
 - method of educating (e.g., text versus visual, podcast, seminars, etc.)
 - engagement, e.g., encouragement of dialogue and engagement with others

- Academic Soundness and Relevance
 - the program as a whole and individual elements of the program shall be academically sound and relevant for a range of intended audience(s), e.g., the type of materials for an audience of 5- to 10-year-old students will be different from an audience of academic researchers and educators
 - continue to evolve as new research and interpretations occur, e.g., the intention is to be part of the evolution of history and not static

- Partnerships
 - Encourage and assist in the establishment of collaborations and partnerships with educational institutions (academic and community), organizations and others to carry out research, publish that research and to otherwise make research available to the public
 - Provide seminars, research symposia, lesson guides and resource materials, and similar tools to encourage engagement and dialogue

- Longer Term Objective
 - Establishment of a “centre for leadership” in Baden for the study of leadership – leadership at multiple levels and across Canada’s demographics, including individuals and groups who affect Canada’s history, present and future – political, economic, social, cultural, and religious