

LICENSE AGREEMENT

This License Agreement (the "Agreement") made as of the 1st day of June, 2015 between:

CITY OF HAMILTON (the "City");

and

ARCELORMITTAL DOFASCO INC. ("AM Dofasco")

WHEREAS:

- A. The City is co-sponsoring The 2015 Pan American and Parapan American Games (the "Pan Am Games"), and will require certain parking facilities for use by members of the public attending events related to the Pan Am Games within the City (the "Pan Am Events"); and
- B. AM Dofasco owns certain lands which may be suitable for use as parking facilities for use by members of the public attending Pan Am Events.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and AM Dofasco (collectively, the "Parties" or individually, a "Party") have agreed as follows:

1. Grant of License

AM Dofasco grants to the City an irrevocable, exclusive license, sub-licensable to certain members of the public attending Pan-Am Events (the "City Invitees") for a nominal fee of \$10.00 to use certain lands as identified in Schedule "A" hereto (the "Lands") on the terms set out in this Agreement and attached schedules (collectively, the "Agreement").

2. Purpose and Term

The City shall be permitted to use the Lands for the following purposes: (i) from 6:00 a.m. on July 5, 2015 to 11:59 p.m. on July 10, 2015 for commissioning, namely the installation of lighting, skrim and portalets; (ii) from 12:00 a.m. on July 11, 2015 to 11:59 p.m. on July 26, 2015 for providing vehicular parking to City Invitees; and (iii) from 12:00 a.m. on July 27, 2015 to 5:00 p.m. on August 2, 2015 for decommissioning, namely the removal of lighting, skrim and portalets (the "Purpose"). The period from 6:00 a.m. on July 5, 2015 to 5:00 p.m. on August 2, 2015 shall be deemed to be the "License Period".

3. Collection and Donation of Funds

The City agrees to charge and collect fees from the City Invitees in connection with the Purpose during the period between July 11, 2015 and July 26, 2015 (the "Parking Fees"). The City agrees that one hundred percent (100%) of the proceeds from the collection of Parking Fees (the "Parking Proceeds") shall be directed to a local community program as identified in the PanAm Games Host Showcase Program, being a youth soccer program to be initiated or developed by the City within AM Dofasco's local geographic community known as the Stadium Precinct, Ward 3, Hamilton, Ontario, the name of which shall include reference to AM Dofasco's name in perpetuity unless otherwise agreed by AM Dofasco in writing (the "Local Youth Soccer Program"). In the event that the PanAm Games Host Showcase Program: Local Youth Soccer Program cannot be developed by the City as

anticipated, the Parking Proceeds shall be directed to a local community program of AM Dofasco's choosing from a group of eligible local community programs provided by the City, which group shall include a variety of youth soccer programs throughout the City of Hamilton. The Parties agree that the name of any such local community program shall include reference to AM Dofasco's name in perpetuity unless otherwise agreed by AM Dofasco in writing. The Parking Proceeds shall be accompanied by official public recognition of AM Dofasco, with details including form, content and date of the announcement to be agreed by the Parties acting reasonably.

4. Acceptance of Lands for Purpose

The City acknowledges and agrees that:

- a) It has determined, in its sole discretion, that the Lands are fit and sufficient for the City's Purpose;
- b) The Lands are licensed to the City on an "as is" basis in their present condition; and
- c) AM Dofasco provides no representations or warranties to the City as to the condition of the Lands, its suitability for the Purpose or fitness for use.

5. City's Covenants and Obligations

In addition to the obligations set out in other provisions of this Agreement, the City covenants and agrees as follows:

- a) To notify all users and potential users of the Lands in connection with the Purpose, including the City Invitees, that the Lands are to be accessed and used at such City Invitees' own risk;
- b) To obtain all necessary licenses and approvals as required pursuant to applicable laws at no cost or expense to AM Dofasco and without any requirement for public meetings or consultations;
- c) To provide all necessary resources required prior to, during and following the Events (including on-site staffing and security) to ensure that all City Invitees enter, use and exit the Lands in a safe, orderly and efficient manner and that the Lands and any personal property located thereon is not damaged or vandalized as a result of the use of the Lands or in connection with the Purpose;
- d) To take such actions as may be required to ensure that that Lands are suitable for the Purpose prior to the commencement of the License Period and prior to each Pan-Am Games Event (with reasonable access to be granted to the City by AM Dofasco as required for that purpose), including but not limited to the provision of proper signage, waste disposal containers, portable lavatories, lighting and suitable parking demarcation as required;
- e) To report any incidents relating to safety or damage to persons or property, which occur during the Term.
- f) After the license period and without any association with the Pan Am Games, to include AM Dofasco's official logo as may be reasonably directed by AM Dofasco from time to time on certain notices to the public provided that AM Dofasco's prior written approval shall be obtained prior to any distribution of the same (and provided that the City shall not display AM Dofasco's logo if AM Dofasco does not wish to have its name or logo appear on parking signage or any other material);
- g) To, return the Lands to AM Dofasco in a clean condition, free of waste and refuse immediately following each Pan-Am Event and following completion of the License Period;
- h) To make only such alterations and/or additions to the Lands as may be mutually agreed by the Parties in writing; provided that plans for such alterations and/or additions shall be submitted in writing to AM Dofasco for its approval prior to the commencement of such work and such work shall only be commenced where such approval in writing has been obtained;
- i) That the following activities are prohibited and shall not be permitted on the Lands:
 - i. Tail-gating activities or loitering of any nature by City Invitees; and

- ii. Sale of food or any items or wares by vendors (including food trucks); and
- j) To provide a report of the use of the Parking Proceeds within one (1) year of the Pan Am Games.

6. Insurance

Throughout the Term, the following insurance shall be maintained by the City at its sole expense:

- a) General liability insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence in respect of any injury to or death of person or persons or property damage due to or arising out of the Purpose and shall name AM Dofasco as an additional insured.

The City covenants with AM Dofasco not to do or omit or permit to be done or omitted upon the Lands anything which shall cause the rate of insurance upon the Lands to be increased or any insurance policy on the Lands to be cancelled.

7. Limitation of Liability and Indemnities

AM Dofasco shall not be liable or responsible in any way for any loss, damage or injury to any property belonging to the City or its employees, agents or City Invitees or to any other party while such property is upon the Lands unless such loss arises solely from the gross negligence of AM Dofasco.

The City covenants and agrees to indemnify, defend and save harmless AM Dofasco, its subsidiaries and affiliates and each of their directors, officers, employees and agents (the "Indemnitees"), from and against claims, damages, loss, costs and charges arising from this Agreement, or the City's use of the Lands except where such loss or damage is caused by the sole gross negligence of AM Dofasco.

The City covenants and agrees to indemnify, defend and save harmless AM Dofasco, its subsidiaries and affiliates and each of their directors, officers, employees and agents (the "Indemnitees"), against all loss incurred by the Indemnitees for damages, costs or expenses on account of the non-observance by the City of any of the covenants hereby entered into by the City or on account of the non-performance by the City of any of its requirements of this Agreement.

8. Compliance with Laws

The City shall comply with all laws municipal, provincial and federal laws and regulations in connection with this Agreement and the Purpose (the "Applicable Laws"), together with AM Dofasco's Code of Business Conduct, Third Party Health, Environment and Safety Program, Safety Handbook and Anti-corruption Guidelines (the "AM Dofasco Policies"), all of which are available at www.dofasco.ca. Any failure by the City to comply with Applicable Laws and/or the AM Dofasco Policies will be deemed to be a material breach of the Agreement which may, in AM Dofasco's discretion, result in the immediate termination of this Agreement.

9. Termination

In the event that the City fails to observe or perform any of the terms, covenants or conditions of this Agreement, AM Dofasco shall have the right at any time to terminate this Agreement immediately upon delivery of written notice, in addition to any other rights or remedies available to AM Dofasco by law or pursuant to this Agreement; otherwise, this Agreement shall, subject to Section 10 (Survival), terminate upon the end of the License Period.

10. General

Assignment. This Agreement, being in the nature of personal services, may not be assigned or subcontracted by Consultant without the prior written approval of AM Dofasco, which may be withheld in AM Dofasco's sole discretion. Any assignment or subcontract in violation of the forgoing is void.

Entire Agreement. This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof and not be changed or amended except in writing signed by both Parties.

Survival. The City's obligations in sections 3, 5(f), 5(g), 5(j), and 7 of this Agreement shall survive termination.

Notices. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or four (4) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties provided that notice by electronic email to the following addresses shall also be provided:

AM Dofasco: Tony Valeri, Vice President Corporate Communications and Public Affairs
1330 Burlington Street East
Hamilton, Ontario L8N 3J5
Tony.Valeri@arcelormittal.com

With a copy to:
Richard Do Couto
1330 Burlington Street East
Hamilton, Ontario L8N 3J5
richard.do.couto@arcelormittal.com

and to:
Corporate Secretary
1330 Burlington Street East
Hamilton, Ontario L8N 3J5
CorpSecAMD.dofasco@arcelormittal.com

City: City Clerks
71 Main Street West
Hamilton, Ontario L8P 4Y5
Fax No. (905) 546-2095

with a copy to:
Public Works, General Manager
77 James Street North, Suite 320
Hamilton, Ontario L8R 2K3
Fax No. (905) 546-4491

No Waiver. The failure of either Party hereto, at any time, to enforce the terms and conditions of this Agreement shall not be construed to be a waiver of the rights of such Party thereafter to enforce any of the terms and conditions herein.

Amendments. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, change, modification, consent or discharge is sought.

Counterparts. The Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

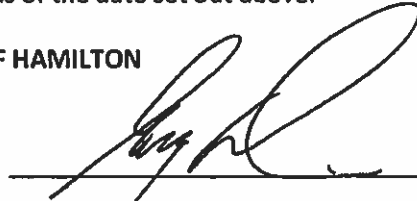
IN WITNESS THEREOF, the Parties have signed this Agreement as of the date set out above.

ARCELORMITTAL DOFASCO INC.

CITY OF HAMILTON



Tony Valeri
VP, Public Affairs & Corporate Communications



Name: _____
Title: General Manager, Public Works

Name:
Title:

APPROVED
AS TO FORM

LEGAL SERVICES

Schedule "A"

Lands

Municipal Address: 14 Linden Street, Hamilton

Legal description: Part Lots 5-6 Concession 1 Barton as in HL254341 West of Parts 1 & 4, 62R-18206 and East of Part 9 62R-12426; City of Hamilton

Approximate Acreage: 8.028

See map below.

