

MUNICIPAL CAPITAL FACILITY AGREEMENT

THIS AGREEMENT dated the 1st day of January 2024 (the "**Effective Date**").

BETWEEN:

CITY OF HAMILTON

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

AND:

TRADEPORT INTERNATIONAL CORPORATION

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

Each a "**Party**" and collectively the "**Parties**"

WHEREAS, the City owns the lands known as John C. Munro Hamilton International Airport (CYHM, YHM (the "**Airport Lands**") in the City of Hamilton, which lands are more particularly described in Schedule "A" hereto;

AND WHEREAS, TradePort will be entering into a new Lease Agreement as at the Effective Date with the City as Landlord and TradePort as Tenant for the use of the Airport Lands (the "**Lease Agreement**");

AND WHEREAS, the Parties wish, pursuant to Section 110 of the *Municipal Act, 2001*, to enter into an agreement with the other for continued use of the Airport Lands as a municipal capital facility;

AND WHEREAS, The City wishes, pursuant to Section 110 of the *Municipal Act, 2001*, to declare the Airport Lands and infrastructure as a municipal capital facility; and,

AND WHEREAS, the Lands will continue to be used for purposes of an international airport, CYHM, YHM, thus qualifying the Airport Lands as a class of municipal capital facility described in Ontario Regulation 603/06, section 2(1).

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the Parties undertake, covenant, and agree as follows:

DESIGNATION

1. The city will by by-law designate the Airport Lands as a municipal capital facility and for public use.

TERM

2. The term of this Agreement and the designation of the Airport Lands as a municipal capital facility shall be from the Effective Date to the earliest of:
 - (a) The day the Lease Agreement expires, is surrendered, or terminates;
 - (b) The day the Airport Lands cease to be used as a municipal capital facility as that term is described in Ontario Regulation 603/06 or amendments thereto;
 - (c) The day the city ceases to be the Landlord without assigning the Lease Agreement to its successor; and,
 - (b) The day the TradePort ceases to be the tenant without assigning the Lease to its successor with landlord consent.

ZONING

3. For the purposes of clarity, the City acknowledges and agrees that neither this Agreement nor the proposed By-law shall in any way affect the zoning of the Airport Lands or the permitted uses of the Airport Lands under applicable laws.

OBLIGATIONS AS COVENANTS

4. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

ENTIRE AGREEMENT

5. This Agreement contains all the covenants, agreements and understandings between the Parties concerning its subject matter.

ENUREMENT

6. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

PARTIAL INVALIDITY

7. If any provision of this Agreement or the application of it to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Agreement or the application of the provisions to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.

FURTHER ASSURANCES

- 8. The Parties shall do and execute all such further acts, deeds, instruments or things as may be necessary or desirable for the purpose of carrying out the intent of this Agreement.

COUNTERPARTS

- 9. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. This Lease may be executed by electronic signature (including by way of example, DocuSign or Onesign/E-SignLite) and delivered by electronic transmission in ".pdf" or similar universally readable format and the addressees of this Agreement may rely upon all such electronic signatures as though such electronic signatures were original signatures.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

TRADEPORT INTERNATIONAL CORPORATION

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

CITY OF HAMILTON

Per: _____

Name: Andrea Horwath

Title: Mayor

Per: _____

Name: Janet Pilon

Title: City Clerk

SCHEDULE "A"

**LEGAL DESCRIPTION OF THE AIRPORT LANDS KNOWN AS JOHN C. MUNRO
HAMILTON INTERNATIONAL AIRPORT (CTHM, YHM)**

Firstly

LT20-21 PL 1230; PT LT 18-19 PL 1230; PT PCL B PL 1230; PT LT 46-49 CON 5 ANCASTER; PT LT 1-5 CON 3 GLANFORD; SAVE AND EXCEPT PARTS 3, 4 AND 5 ON 62R18932; PT LT 1-5 CON 4 GLANFORD; PT ROAL BTN LT 48 & 49 CON 5 ANCASTER; PT ROAL BTN TWP OF ANCASTER AND GLANFORD PT 2,4,5 & 8 62R11334 SRO EXCEPT PT 1 62R14613, PT 2 62R17188 *srr* VM236902; *srr* INTEREST IN VM236902 T/W VM236902 (FIRSTLY); *srr* VM238143 CITY OF HAMILTON

Being all of PIN 17399-0480 (LT)

Secondly

PT LT 5 CON 3 GLANFORD; SAVE AND EXCEPT PARTS 3, 4 AND 5 ON 62R18932; *Sff* VM236902; *srr* GL9651 PARTIALLY RELEASED BY GL10681; *srr* INTEREST IN VM236902; T/W VM236902(FIRSTLY) SUBJECT TO AN EASEMENT AS IN VM238143 CITY OF HAMILTON

Being all of PIN 17399-0479 (LT)

Thirdly

PT LT 45 CON 5 ANCASTER PT 1 62R11334 SRO EXCEPT PT 18 62R14623 *srr* VM236902; *srr* AN26343, VM35953; CITY OF HAMILTON

Being all of PIN 17399-0331 (LT)

Fourthly

PT LT 4 CON 4 GLANFORD PT 2 62R10716 except PT 3, 5, 6 62R17188: CITY OF HAMILTON

Being all of PIN 17399-0306 (LT)

Fifthly

PT LT 46 CON 5 ANCASTER BEING PT 1 62R17310; CITY OF HAMILTON

Being part of PIN 17399-0293 (LT)

Sixthly

PT LT 4 CON 4 GLANFORD PT 1 on 62R10716; CITY OF HAMILTON

Being all of PIN 17399-0196 (LT)

Seventhly

PT LT 2 CON 5 GLANFORD PT 1 on 62R18716; GLANBROOK CITY OF HAMILTON

Being all of PIN 17400-0301 (LT)

Eighthly

PT LT 1 CON 5 GLANFORD PT 1 on 62R18409; CITY OF HAMILTON

Being all of PIN 17400-0005 (LT)

Ninthly

PT LT 1 CON 5 GLANFORD PT 11 on 62R14843; GLANBROOK CITY OF HAMILTON

Being all of PIN 17400-0937 (LT)

Tenthly

PT LT 1 CON 5 GLANFORD PT 1 on 62R18559; CITY OF HAMILTON

Being all of PIN 17400-0309 (LT)

Eleventhly

PT LT 48 CON 5 ANCASTER, AS IN AB162045; EXCEPT CM1325A; HAMILTON

Being all of PIN 17399-0057 (LT)

Twelfthly

PT LT 1 CON 4 GLANFORD, AS IN VM182176; CITY OF HAMILTON

Being all of PIN 17399-0215 (LT)