

**INVESTING IN REGIONAL DIVERSIFICATION  
AMENDING AGREEMENT # 2**

This Amending Agreement made on

Between: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**,  
 (“Her Majesty”) hereby represented by the Minister responsible for the  
 Federal Economic Development Agency for Southern Ontario  
 (“Minister”)

And: **GTA REGION INVESTMENT ATTRACTION o/a TORONTO GLOBAL**  
 (“Recipient”) a not-for-profit corporation incorporated under the laws of Ontario

Each a “Party” and (collectively referred to as the “Parties”)

**WHEREAS** the Minister and the Recipient entered into a contribution agreement dated November 22, 2016 and Amending Agreement #1 dated March 16, 2017, under the Investing in Regional Diversification Initiative whereby the Minister agreed to make a contribution to the Recipient in the maximum amount of **six million dollars (\$6,000,000)** and,

**WHEREAS** the Parties wish to amend the Contribution Agreement in order to change the fiscal year allocations in Annex 1

**NOW THEREFORE** in consideration of their respective obligations contained herein, the Parties agree to the following:

**1. Interpretation**

All capitalized terms used and not otherwise defined herein will have the meanings given to them in the Contribution Agreement.

**2. Execution**

This Amending Agreement must be executed by the Recipient and received by the Minister within thirty (30) days of its signature on behalf of the Minister, failing which it will be null and void.

**3. Amendment**

3.1 In the Contribution Agreement, the fiscal year allocations are hereby deleted in its entirety and replaced by the following new fiscal year allocations attached hereto:

FedDev Ontario Contribution by Fiscal Year	Eligible & Supported Project Costs	FedDev Ontario Contribution (\$, reimbursement %)	
2016-17	\$ 1,408,410	\$ 1,408,410	100.00%
2017-18	\$ 1,891,590	\$ 1,891,590	100.00%
2018-19	\$ 2,700,000	\$ 2,700,000	100.00%
<b>TOTAL</b>	<b>\$ 6,000,000</b>	<b>\$ 6,000,000</b>	<b>100.00%</b>

**4. General**

4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provision of such agreements were contained in one instrument.

4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remains unchanged.

4.3 This Amending Agreement is governed by the laws of Canada.

4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.

4.5 Each of the Parties shall, at the request of the other Party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Agreement.

4.6 This Amending Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

4.7 No modification, supplement or amendment to this Amending Agreement shall be binding unless executed in writing by all of the Parties hereto.

**IN WITNESS WHEREOF** the Parties hereto have executed this Amending Agreement through duly authorized representatives.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**

Per: Mark Wilson  
Mark Wilson  
Manager,  
Investing in Regional Diversification

MARCH 29, 2017  
Date

**GTA REGION INVESTMENT ATTRACTION o/a TORONTO GLOBAL**

Per: Toby Lennox  
Toby Lennox  
Chief Executive Officer

March 29, 2017  
Date

I have authority to bind the corporation.