

LICENCE EXTENSION AGREEMENT

This LICENCE EXTENSION AGREEMENT (“Extension Agreement”) is made and entered into to be effective as of the ___ day of _____, 2021 (the “Effective Date”) by and between **CORPORATION OF THE CITY OF WHITE ROCK** (the “City”) and **WHITE ROCK LAWN BOWLING CLUB** (the “Licensee”).

WHEREAS:

- A. The City and the Licensee entered into a Licence of Occupation Agreement dated August 1, 2018 (the “Licence”);
- B. By the terms and provisions of the Licence, the City licenses to the Licensee the occupation and use of that certain property located in White Rock, Province of British Columbia, as more particularly described in the Licence (the “Licensed Area”);
- C. The Term of the Licence commenced on August 1, 2018, and will expire on July 31, 2023;
- D. The Licensee now seeks to upgrade certain improvements within the Licensed Area and The City, pursuant to a separate agreement, has agreed to loan the Licensee funds to facilitate those upgrades to be repaid within a ten (10) year period (the “Loan Agreement”); and
- E. The City and the Licensee seek to extend the Term of the Licence to match the term of the Loan Agreement pursuant to the terms set forth below in this Extension Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements contained in this Extension Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City and the Tenant hereby extend the Term of the Licence for a period of ten (10) years (the “Extended Term”) under the same terms and conditions set forth in the Licence except as otherwise provided herein.
2. The Extended Term will commence on _____, 2021, and will expire on _____, 2031.
3. The Licence is hereby amended by deleting Section 3 in its entirety.
4. The Licensee agrees that the City has complied fully and completely with all of the City’s obligations under the Licence with the result that the Licensee is fully obligated to perform, and is performing, all of the other obligations of the Licensee under the Licence.

5. Unless otherwise provided herein, all capitalized and defined terms herein shall have the same meaning given to such capitalized and defined terms in the Licence.
6. Except as amended hereby, or by other previous amendments signed by the parties, all of the terms and provisions of the Licence are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Licence and the terms and provisions of this Extension Agreement, the terms and provisions of this Extension Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement to be effective as of the day and year first set forth above.

CORPORATION OF THE CITY OF)
WHITE ROCK,)
 by its authorized signatories:)
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)
)
 _____)
 Name: Darryl Walker, Mayor)
)
)
)
 _____)
 Name: Tracey Arthur, Director of)
 Corporate Administration)

WHITE ROCK LAWN BOWLING)
CLUB, by its authorized signatories:)
)
)
)
 _____)
 Name: Gayle Saunders, President)
)
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)
 _____)
 Name: Trudy Gordon, Vice President)