

NAMING RIGHTS AGREEMENT

THIS AGREEMENT made as of the 23rd day of June, 2025.

BETWEEN:

Dorsay Development Corporation
(the "Sponsor")

And

The Corporation of the City of Pickering
(the "City")

WHEREAS the City is constructing a community centre currently known as the Pickering Heritage & Community Centre located at 2365 6th Concession Road, Pickering (the "Community Centre") and the City desires to secure sponsorships for various components of the Community Centre;

AND WHEREAS the Sponsor is agreeable to be the naming sponsor of the "Community Centre", as identified on the drawing marked as Schedule B and excluding the components which are part of the Library, archival, or museum components, in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Sponsor and the City are entering into this Agreement for the sponsorship of the Community Centre including by way of exterior and interior naming of the Community Centre;

NOW THEREFORE in consideration of the promises and other mutual covenants hereinafter set forth, the parties hereto agree as follows:

Recitals

- 1.1 The foregoing recitals are true in substance and fact and are incorporated herein.

Term

- 2.1 The term of this Agreement shall be fifteen (15) years commencing on June 1, 2025 (the "Commencement Date") and expiring on May 30, 2040, unless terminated earlier pursuant to the terms of this Agreement (the "Term").
- 2.2 Upon expiry of this Agreement, the parties will have no further obligation under this Agreement, except to complete any such promotional activities commenced prior to the expiration of the Term.

Sponsorship

- 3.1 The Sponsor agrees to pay to the City a cash contribution in the amount of \$1,000,000.00, plus applicable H.S.T. (the "Contribution").
- 3.2 The Contribution shall be paid by the Sponsor to the City in equal annual instalments of \$66,666.66, plus applicable H.S.T. The first payment is due within thirty (30) days of this agreement being signed. Subsequent payments are due within thirty (30) days of the beginning of each year of the Term. The first payment shall be in the amount of \$133,333.32, representing the first payment as well as a "security." In the event the Sponsor defaults, the security will cover costs incurred by the City requiring the removal of the Sponsor's sign. Provided no such removal is required within the first four (4) years of this agreement, the City will either return the full amount of the security to the Sponsor or credit the amount toward the Sponsor's payment obligation for the fifth (5th) year of the agreement.
- 3.3 In exchange for the Sponsor agreeing to make the Contribution, the City shall provide to the Sponsor the benefits set out in Schedule "A" attached hereto, including, without limitation, the exclusive right to designate and place a name on the exterior of the Community Centre and the City shall be required to use the Sponsor's designation exclusively as the name of the Community Centre. The design, location, and appearance of the signage will be controlled by the City.

Trademark and Logo Use

- 4.1 Upon the request of the City, the Sponsor will provide its approved name and logo, and hereby grants to the City a non-exclusive, non-transferable, limited license to use (without any alterations or modifications thereof) the Sponsor's name and logo in accordance with the benefits set out in Schedule "A" attached hereto.
- 4.2 The City does not obtain any intellectual property rights under this Agreement in any of the Sponsor's intellectual property, including, without limitation, any copyrighted material, link formats, technical specifications or guidelines, and graphical artwork.
- 4.3 The City's name and logo are intellectual property owned by the City and may be used only in strict accordance with this Agreement and applicable City policies. The use of the City's name or logo in conjunction with any sponsorship activity or materials provided by the Sponsor requires prior written approval by the City, such approval not to be unreasonably withheld. Such written approval shall be sought from the City's Representative set out in Section 12.2. Each of the City and the Sponsor represents and warrants that it is the sole owner of all legal rights to its name and logo.
- 4.4 Neither party shall receive any rights whatsoever from the use of the intellectual property of the other party, including any rights of trademark, service mark or copyright. All such rights remain the sole and exclusive property of the registered owner.

Option to Extend

- 5.1 Provided the Sponsor is not in default of its obligations under this Agreement, the parties may mutually agree to extend the Term of this Agreement for an additional fifteen (15) years upon terms and conditions to be agreed upon between the parties prior to the expiration of the Term. If, prior to the expiration of the Term, the parties are unable to agree to the terms and conditions of the extension term, then this Agreement shall terminate upon the expiration of the Term.
- 5.2 In the event the City and Sponsor do not extend the Term of this Agreement, the City shall exercise good faith efforts when securing future sponsorships for the Community Centre when considering the terms of the Agreement and the Contributions.

Compliance with Laws

- 6.1 This Agreement and the rights and obligations of the parties hereto shall be subject to, and the parties hereby agree to comply with, all applicable federal and provincial laws, bylaws, and regulations, in force and as amended from time to time. The City warrants and represents that the rights granted by the City to the Sponsor pursuant to this Agreement comply with all applicable federal and provincial laws, by-laws, and regulations, in force and effect as at the date hereof. The City will not enact any by-laws which would negate or materially reduce the benefits or rights provided to the Sponsor in Schedule "A" attached hereto.

Default

- 7.1 Each of the following events constitutes an event of default enabling the party not in default (the "Non-Defaulting Party"), subject to Section 7.2 hereof, to terminate this Agreement pursuant to the terms below:
- (a) either party's failure to perform any covenant, condition, or obligation contained in this Agreement (the "Defaulting Party");
 - (b) any event or communication arising out of or related to this Agreement, including, without limitation, disputes covering the performance of the parties' obligations or the interpretation of the terms and conditions of this Agreement under the direction or control of the City or the Sponsor (including by their respective representatives, officers, directors, Council members, employees or authorized agents), whether or not such event or statement accurately reflects the views and opinions of said party, that the other party, in its opinion, acting reasonably, considers immoral or offensive, or which may result in a negative public perception of such party;

- (c) any breach of any law, by-law or regulation applicable to this Agreement; and
- (d) either party becomes insolvent or goes into liquidation or has a receiver appointed in respect of its assets or is subject to any proceedings under the *Bankruptcy Act and Insolvency Act* (Canada), then such party shall be in breach of this Agreement.

7.2 Except as set out in Section 10.1, any breach of this Agreement that is not remedied by the Defaulting Party within thirty (30) days after delivery of written notice from the Non-Defaulting Party entitles the Non-Defaulting Party to terminate this Agreement.

Termination due to Default

8.1 If any default for which written notice is received but not cured within the time stated in Section 7.2, this Agreement shall, at the option of the Non-Defaulting Party, terminate without any further notice, effective immediately upon expiration of the said notice period, and the Defaulting Party shall be fully liable for all costs, losses and damages incurred by the Non-Defaulting Party, and for all monies owing by the Defaulting Party under this Agreement.

Indemnification

9.1 Each of the City and the Sponsor shall indemnify and hold harmless the other, including their respective directors, officers, employees, Council members and authorized agents, from and against any and all actions losses, damages, claims (including intellectual property claims), costs and expenses to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Agreement.

Assignment

10.1 The Sponsor shall not transfer or assign this Agreement or any interest in this Agreement, either voluntarily or by operation of laws or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any attempted transfer or assignment by the Sponsor without the prior written consent of the City shall permit the City, at its option, to immediately terminate this Agreement and the Sponsor shall be fully liable for anything it owes under this Agreement, and all costs, losses and damages incurred by the City.

Partnership

- 11.1 Nothing in this Agreement creates a relationship of agency, partnership, joint venture, or the like between the parties, and neither party shall be entitled to, or purport to, bind or represent the other party. Neither party shall do or allow any act which would imply apparent authority to act for the other party.

Representatives

- 12.1 The Sponsor agrees to appoint Agnes Koc (Phone: 416.216.1352, Email: akoc@dorsay.ca) as the Sponsor's Agreement manager (the "Sponsor's Representative") to liaise with the City on all matters relating to the fulfillment of the obligations set out in this Agreement.
- 12.2 The City agrees to appoint Fiaz Jadoon (Phone: 905.420.4660 ext. 2292, Email: fjadoon@pickering.ca) as the City's Agreement manager (the "City's Representative") to liaise with the Sponsor on all matters relating to the fulfillment of the obligations set out in this Agreement.

Notices

- 13.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by serving personally or mailing same by registered mail, postage prepaid, return receipt requested, or by sending same by email or other similar form of communication to the following:

to the Sponsor at:

Name: Agnes Koc
Address: 130 Adelaide Street West, Suite 2200
Phone: 416.216.1352
Fax: 416.368.1479
Email: akoc@dorsay.ca

and to the City at:

Name: The Corporation of the City of Pickering
Attention: Fiaz Jadoon
Address: One The Esplanade, Pickering, ON L1V 6K7
Title: Director, Economic Development & Strategic Projects
Phone: 905.420.4660 ext. 2292

Fax: 905.420.6064
Email: fjadoon@pickering.ca

and such notice shall be sufficiently given if addressed to the party's address as set out above.

Insurance

- 14.1 The City, at its sole cost and expense, shall purchase and keep in full force and effect during the Term, comprehensive general liability insurance pertaining to the City and the Sponsor's liability to others in respect of injury, death or damage to property, occurring at the Dorsay Community & Heritage Centre with coverage for any one occurrence or claim of not less than \$10,000,000.00. The Sponsor shall be added to this policy as an additional insured.

Further Acts

- 15.1 The parties hereto agree for themselves and their successors and assigns to execute any further documents and do such further acts as may be necessary or desirable to carry out the intent of this Agreement.

Governing Law

- 16.1 This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein and the parties hereto attorn exclusively to the jurisdiction of the courts of the Province of Ontario.

Entire Agreement and Modifications

- 17.1 This Agreement contains the entire Agreement between the parties hereto in reference to the subject matter hereof and no representation, inducement, promise or agreement, oral or otherwise, not embodied herein, shall be of any force or effect. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement. No change, modification or alteration of this Agreement shall be valid unless it is in writing and signed by all the parties hereto. Schedule "A" attached to this Agreement forms part of this Agreement.

Binding Effect

- 18.1 This Agreement shall enure to the benefit of and being binding upon the City and the Sponsor and their respective successors and permitted assigns.

Waiver

- 19.1 The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Agreement.

General

- 20.1 Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included; provided that if the provision of this Agreement requiring the City to provide to the Sponsor the benefits set out in Schedule "A" attached hereto, including, without limitation, the exclusive right to designate the name of the Community Centre is illegal or deemed to be not enforceable, then the provisions of this Agreement requiring the Sponsor to make the Contribution shall also be deemed to be unenforceable.
- 20.2 The headings in this Agreement have, been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.
- 20.3 This Agreement and any information or documents that are provided hereunder may be released pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
- 20.4 The Schedules to this Agreement form part of this Agreement.
- 20.5 Nothing in this Agreement restricts the use of temporary signs to promote or advertise specific events, or the sponsors of specific events, which may be taking place at the Community Centre Complex.

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IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date noted herein.

DATED this 31st day of August, 2025

SIGNED, SEALED and DELIVERED:

The Corporation of the City of Pickering



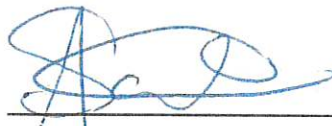
Kevin Ashe, Mayor



Susan Cassel, City Clerk

I/We have the authority to bind the Corporation.

Dorsay Development Corporation



Name: Amanda Sento
Title: VP Development



Name: Geoffrey Grayhurst
Title: CEO

I/We have the authority to bind the Corporation.

Schedule "A"

Benefits

1. Naming Rights

(1) During the Term of this Agreement, the City grants the Sponsor the exclusive licence to name the Community Centre pursuant to the terms hereunder. As of the Commencement Date, the official name of the "Community Centre" will be the "DORSAY COMMUNITY & HERITAGE CENTRE" (the "Name"). The Sponsor will be entitled to have certain signage or other forms of exposure of the Community Centre, provided such signage shall substantially consist of the Name. The appearance and location of all signage, including colours, shall be approved by the City. The signage shall consist of the following:

- (a) An exterior sign located on the Community Centre in a prominent location at the main front entrance naming and identifying the building; and
- (b) An interior sponsor information sign to be located in a public area to be agreed upon by both parties.
- (c) An interior sign located on the exterior of the Boardroom, with the official name of this room to be the "DORSAY MEETING ROOM"
- (d) Due to the City's own standards regarding advertising, the City must review and approve all signs and materials that will be displayed by the Sponsor across the facility.

Nothing herein shall prevent the City from accepting or acknowledging contributions from other sponsors relating to the Community Centre or activities occurring in the Community Centre by erecting plaques or signage, provided that such acknowledgements are of a size and format that do not detract from the prominence of the Name of the Community Centre.

- (2) No signage acknowledging contributions from other sponsors relating to the Community Centre shall be placed at the entrance to the Community Centre. The "entrance" is understood to be that area identified and labelled as "Entrance" on the drawing attached hereto marked as Schedule B and excludes the lobby area.
- (3) The name and logo of the City of Pickering, the Pickering Museum Village and the Pickering Public Library, which operate services in the Community Centre

will be included in some site promotions and signage for the Dorsay Community & Heritage Centre.

Furthermore, nothing herein shall prevent the City from entering into any arrangements or agreements with other parties whereby such parties would financially compensate the City for the right to advertise or promote their company, business, or products by signage or other means on the condition that any such signage will not distract from the prominence of the name of the "Community Centre".

- (4) In the event the Sponsor changes or causes a change of the Name or logo, the Sponsor agrees to pay all costs and expenses associated therewith, including, without limitation, the costs and expense of:
 - (a) removing, destroying and/or discharging signage reflecting the prior Name and logo;
 - (b) preparing, producing, replacing, mounting and installing new or altered signage to reflect the name and logo change with the City's approval of the design, production and installation;
 - (c) preparing, producing, replacing and distributing merchandise, equipment, print materials, and Branding and Collateral Materials reflecting the Name and logo change.

2. **Branding and Collateral Materials**

- (1) In connection with the naming rights of the Community Centre granted to the Sponsor hereunder, the City agrees to support the brand exposure of the Sponsor during the Term through the following branding channels (the "Branding and Collateral Materials"):
 - (a) **Website and Digital Media:** As of the Commencement Date, the City will cause the Community Centre web page to contain information relating to the Sponsor. The City will maintain and have control of said web pages and content.
 - (b) **Public Service Announcements:** The City agrees to make reasonable efforts to identify the complete Name in all written and oral references to the Community Centre with respect to any public service announcements, including, without limitation, all official documents, press releases and other public announcements.
- (2) The City will be responsible for the costs and expenses associated with the initial design, production and purchase of Branding and Collateral Materials reflecting the implementation of the Name for regular operations. Any Branding

or Collateral materials that are requested by the sponsor will be at the sponsor's cost.

- (3) This section does not include the Library or Museum's website or materials