

**THIS AGREEMENT** made this 1<sup>st</sup> day of June, 2004

**BETWEEN:**

**CITY OF GREATER SUDBURY**

Hereinafter called the "City"

Of the First Part

- and -

**1211250 ONTARIO INC.  
operating as Zio's Tuck Shop**

Hereinafter called the "Operator"

Of the Second Part

**IN CONSIDERATION** of the covenants set forth on the part of the Operator to be observed and performed:

1. The City grants to the Operator the right to operate a ticket counter and information booth Kiosk (the "Kiosk") at the Sudbury Transit Centre Building (the "Facility") as located on the attached Schedule "A" on behalf of the City for a term of two (2) years, eight (8) months extending from June 1, 2004 to January 31, 2007 (the "Initial Term").
2. The City will pay the Operator for the operation of the Kiosk provided under this Agreement the monthly amounts during the term of this Agreement as follows:

CONTRACT TERM	MONTHLY FEES	TOTAL ANNUAL FEES
June 1, 2004 to January 31, 2005	██████████, plus G.S.T.	██████████ plus G.S.T.
February 1, 2005 to January 31, 2006	\$██████████, plus G.S.T.	\$██████████ plus G.S.T.
February 1, 2005 <sup>2006</sup> to January 31, 2006 <sup>2007</sup>	\$██████████ plus G.S.T.	██████████, plus G.S.T.

Payment of these monthly amounts shall begin on the date the Kiosk opens for business to the public and shall be pro-rated for any partial month.

3. If, at the end of the Initial Term, the City elects to continue the operation of the Kiosk the Operator shall have the right of first refusal to renew this Agreement for a further two (2) year term provided the City is satisfied with the performance of the Operator during the Initial Term of this Agreement and authorizes such renewal.

The monthly amount payable by the City to the Operator for such renewal term shall be as follows:

CONTRACT TERM	MONTHLY FEES	TOTAL ANNUAL FEES
February 1, 2007 to January 31, 2008	\$██████████, plus G.S.T.	\$██████████, plus G.S.T.
February 1, 2008 to January 31, 2009	██████████, plus G.S.T.	\$██████████, plus G.S.T.

In addition the City and the Operator may negotiate further rights or options to renew beyond the expiry of the final extension, provided that the Operator gives three (3) months' written notice to the City of its intention to exercise the right of renewal.

4. The Operator covenants and agrees with the City to operate the Kiosk in accordance with, and subject to:

- (a) the Request for Proposals, attached hereto as Schedule "B";
- (b) the response to the Request for Proposal for the Kiosk stand at the Sudbury Transit Centre Building as submitted by the Operator attached hereto as Schedule "C";
- (c) the General Conditions, attached hereto as Schedule "D"; and
- (d) Appendices "A" and "B" to Schedule "D",

and each of Schedules "A", "B", "C" and "D" and Appendices "A" and "B" to Schedule "D" are embodied in and declared to form part of this Agreement. All references to "Tenderer", "Bidder", "Successful Bidder" or similar references in Schedules "A", "B", "C" and "D" and Appendices "A" and "B" to Schedule "D" shall be deemed to mean "Operator". Where there is any inconsistency between the body of this Agreement or Schedule "D" and its Appendices hereto and Schedules "A", "B" or "C" hereto, the body of this Agreement and Schedule "D" and its Appendices hereto shall govern.

5. The Operator does further covenant and agree with the City that if at any time during the continuance of this Agreement the Operator shall fail in the performance of the terms and conditions contained in this Agreement, including the Schedules embodied herein and forming part of this Agreement, then in that case and in every such case, the City may exercise any or all rights and remedies as contained in this Agreement or the Schedules.

CGS and 1211250 Ontario Inc.  
Transit Centre Kiosk Agreement  
Contract Number CLS03-01

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their respective corporate officers duly authorized.

CITY OF GREATER SUDBURY

Per: \_\_\_\_\_  
\_\_\_\_\_

1211250 ONTARIO INC.

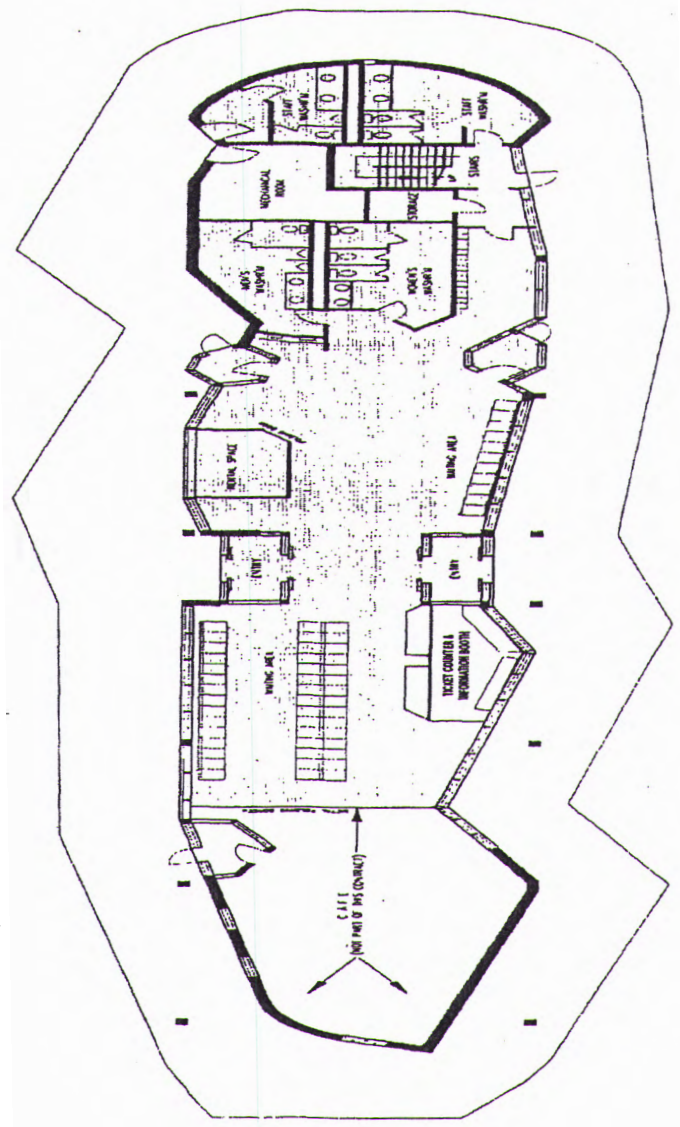
Per: \_\_\_\_\_  
\_\_\_\_\_

I/We have authority to bind the corporation.



Schedule "A"

Sudbury Transit Centre Building Drawings



MAIN FLOOR PLAN