

THIS CONSULTING AND REPRESENTATIVE AGENCY AGREEMENT (the "Agreement") made as of the day of September, 2016.

BETWEEN:

NIAGARA PENINSULA CONSERVATION FOUNDATION, a corporation duly incorporated pursuant to the laws of the Province of Ontario;

(hereinafter referred to as the "Foundation");

- and -

STREAM THREE INC., a corporation duly incorporated pursuant to the laws of the Province of Ontario and operating as Cornerstone Sponsorship Management;

(hereinafter referred to as the "Consultant");

WHEREAS the Foundation operates as a registered charity for the purpose of raising funds to finance conservation projects initiated by the Niagara Peninsula Conservation Authority;

WHEREAS the Consultant possesses certain knowledge and skills required in obtaining sponsorships for charitable foundations;

AND WHEREAS the Foundation wishes to retain the services of the Consultant as an exclusive sponsorship representative agency for the purposes of developing, implementing, and carrying out a new sponsorship program under the direction of the Foundation;

NOW THEREFORE, in consideration of the mutual covenants and agreement between them, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

- (a) "Consultant's Manager" means the principal of the Consultant, William Montgomery.
- (b) "Contingency Fee" shall have the meaning given in section 4(b) of this Agreement.
- (c) "Foundation Contract Administrator" means the individual appointed by the Foundation from time to time during the term of this Agreement or that individual's designee.
- (d) "Initial Term" shall have the meaning given in section 2(b) of this Agreement.



- (e) **“Property”** means any real property and any tangible or intangible item, product or service owned by the Foundation that is capable of being leveraged to generate sponsorship revenue, which includes:
- a. physical facilities appropriate for naming rights and sponsorship;
 - b. specific or bundled programs that could be targeted for sponsorship;
 - c. events that could be targeted for sponsorship;
 - d. publications that could be marketed for additional advertisement revenues;
 - e. virtual assets that could be used to promote sponsors; and
 - f. other marketing opportunities that make use of market position.
- (f) **“Renewal Term”** shall have the meaning as defined in section 2(c) of this Agreement.
- (g) **“Services”** means the services provided by the Consultant to undertake a sponsorship assessment, develop a sponsorship strategy, and engage in the sales of sponsorships in accordance with the provisions contained in this Agreement and as specifically described in section 5 of this Agreement.
- (h) **“Sponsorship”** means commercial and philanthropic sponsorships and sponsorship recognition.
- (i) **“Sponsorship Sale”** means the sale of naming rights or sponsorship related to a Property for a payment of money and shall not include in-kind donations or any donations the same as or similar to in-kind donations. Sponsorship Sales are net of advertising agency fees. There are no additional representative agency fees in addition to the Contingency Fees outlined in this Agreement.
- (j) **“Term”** means the term of this Agreement as set out in section 2 of this Agreement.
- (k) **“Work”** shall have the meaning described in section 3(e) of this Agreement.

2. Retainer and Term

- (a) The Foundation hereby retains the services of the Consultant to conduct the Services to implement the objectives set out in this Agreement.
- (b) The Consultant shall commence the performance of the Services under this agreement on September 1, 2016, which shall continue in full force and effect for a period of Thirty-Six (36) months (the **“Initial Term”**), expiring on August 31, 2019. The Consultant shall provide to the Foundation on or before December 31, 2016, an outline detailing the Consultant’s plan to complete the Services under this Agreement. During the currency of this Agreement, the Consultant shall provide the Foundation with at least a quarterly written or oral report in such form and detail as the Foundation may reasonably require detailing the portion of the Services completed in the preceding quarter and potential sponsorships.

- (c) The Agreement will be renewed for one renewal term of Three (3) years in length (such term shall be referred to in this Agreement as a “**Renewal Term**”) unless the Foundation or the Consultant notifies the other party that they will be declining the Renewal Term. Such notification must be made in writing at least Six (6) months prior to the expiry of the Initial Term. Should neither the Foundation nor the Consultant notify the other party that they will be declining the Renewal Term as per section 2 (c) of this Agreement, the Agreement shall renew for the Renewal Term on the same terms and conditions contained herein, unless otherwise modified and agreed to by the parties, except that there shall be no further renewal of the Agreement.
- (d) The Consultant shall ensure that the Consultant’s Manager is the Consultant’s project leader and liaison with the Foundation Contract Administrator in the development and implementation of the Services.
- (e) The Consultant shall provide the Foundation with a list of any employees, directors, officers or contractors who may be working to provide the Services at any point in time.

3. Conduct of the Consultant and the Foundation

- (a) The Consultant shall secure the approval of the Foundation Contract Administrator to all media and direct mailing related to the Services under this Agreement.
- (b) The Consultant shall secure the approval of the Foundation Contract Administrator to any and all sponsorship deals arranged by the Consultant, which approval shall be provided within a reasonable period of time.
- (c) The Consultant agrees that the Foundation reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in progress. In such event, the Consultant shall immediately take proper steps to carry out the Foundation's instructions.
- (d) The Consultant and its officers, directors and employees, as the case may be, and the Foundation and its officers, directors and employees, as the case may be will not directly or indirectly disclose or use, at any time, any confidential information acquired-in performing this Agreement.
- (e) The Consultant and the Foundation agree that all proprietary rights of confidential and copyrighted information are retained by the disclosing or originating party and that the disclosure of information does not convey any right or license to use the information other than for the purposes expressly stated in this Agreement. At the termination of this Agreement or the Renewal Term, both the Consultant and the Foundation shall be entitled to retain a copy of the donor list generated by the Consultant during the term of this Agreement.

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- (f) The Consultant shall not directly or indirectly publish or issue any account or description of the Services or any part thereof without the prior written consent of the Foundation Contract Administrator. The Foundation shall not directly or indirectly publish or issue any account or description of the Services or any part thereof without the prior written consent of the Consultant.
- (g) The Consultant and the Foundation's obligations under sections 3(d), 3(e), and 3(f) of this Agreement shall continue beyond the expiry of the term of this Agreement and any extension or extensions thereof.
- (h) The Consultant shall indemnify, keep indemnified and save harmless the Foundation from and against all claims, demands, costs, actions, causes of action, expenses, or legal fees whatsoever which the Foundation, its employees, officers, or agents may suffer as a result of the negligence of the Consultant, its employees, officers or agents in the performance of this Agreement.
- (i) The Foundation shall indemnify, keep indemnified and save harmless the Consultant from and against all claims, demands, costs, actions, causes of action, expenses, or legal fees whatsoever which the Consultant, its employees, officers, or agents may suffer as a result of the negligence of the Foundation, its employees, officers or agents in the performance of this Agreement.
- (j) The Consultant shall not engage in any business relationships with any councillors of the Regional Municipality of Niagara, Haldimand County, the City of Hamilton, the board members of the Niagara Peninsula Conservation Authority or the board members of the Foundation with respect to the Services and any other obligations pursuant to this Agreement that would give rise to a conflict of interest or the appearance of a conflict of interest.
- (k) The Consultant represents that it is not currently, nor has it ever, engaged in any business relationships with any councillors of the Regional Municipality of Niagara, Haldimand County, the City of Hamilton, the board members of the Niagara Peninsula Conservation Authority or the board members of the Foundation with respect to the Services and any other obligations pursuant to this Agreement that would give rise to a conflict of interest or the appearance of a conflict of interest.

4. Payment Terms

- (a) The Foundation shall provide a retainer fee of Forty-Five Thousand Dollars (\$45,000.00) plus harmonized sales tax (the "**Retainer Fee**"). The Retainer Fee is fully recoverable through rebates from contingency fees described in this Agreement. The Consultant acknowledges that the Foundation has already provided Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) plus harmonized sales tax to the Consultant as partial payment of the Retainer Fee. The Foundation shall fully satisfy the Retainer Fee by

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providing the remaining Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) plus harmonized sales tax upon execution of this Agreement.


- (b) The Consultant shall be entitled to a contingency fee in the amount of Thirty Percent (30%) from each Sponsorship Sale generated during the term of this Agreement and collected by the Foundation either during or after the term of this Agreement (the "**Contingency Fee**"). There are no additional representative agency fees in addition to the Contingency Fees outlined in this Agreement.
- (c) The Foundation shall provide Contingency Fee payments to the Consultant within ten (10) business days of receipt of clear and non-refundable funds by the Foundation. The payments made by the Foundation to the Consultant shall be by way of electronic payment to an account provided by the Consultant from time to time.
- (d) The Foundation shall be entitled to a Thirty Percent (30%) rebate on each Contingency Fee up to a maximum amount of Forty-Five Thousand Dollars (\$45,000.00). For clarity and as an example, if the Consultant were to secure a Sponsorship Sale in the amount of One Hundred Thousand Dollars (\$100,000.00), the Foundation will receive, in addition to their Seventy Percent (70%) share of the Sponsorship Sale in the amount of Seventy Thousand Dollars (\$70,000.00), a further rebate in the amount of \$9,000.00, representing Thirty Percent (30%) of the Contingency Fee.
- (e) The Foundation shall only be liable for any costs and fees as described in sections 4(a), 4(b) and 4(c). The Foundation shall not be required to pay, among other things, costs associated with Services or Sponsorship Sales including any marketing materials, contracts or sub-contracts, sales administrative support, sales management and sales representative salaries, bonuses and commissions.
- (f) Upon the termination of this Agreement, the Consultant shall remain entitled to the payment of Contingency Fees for any Sponsorship Sales generated by the Consultant during the Term of this Agreement and collected following the termination of this Agreement. Contingency Fees for Sponsorship Sales collected following the termination of this Agreement shall be paid as follows:
 - a. The Consultant shall be entitled to its Contingency Fee in relation to individual Sponsorship Sales collected following the termination of this Agreement by payment of the full amount of Sponsorship Sales collected from that sponsor following the termination of this Agreement until the Contingency Fee, less any rebate pursuant to this Agreement, is paid in full.
 - b. If the Sponsorship Sale payment received by the Foundation is greater than the Contingency Fee owed to the Consultant, the Foundation shall retain the remaining balance of the Sponsorship Sale payment following the payment of the outstanding Contingency Fee.
 - c. Once the Contingency Fee from a Sponsorship Sale achieved during the Term of this Agreement is paid in full, the Foundation shall be entitled to all remaining payments under the Sponsorship Sale.

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[Signature]

- d. In the event that a sponsor terminates its sponsorship or fails to make further payments under the Sponsorship Sale, the Consultant shall not be entitled to any further Contingency Fees.
- e. For clarity and as an example, if the Consultant generates a Ten Thousand Dollar (\$10,000.00) Sponsorship Sale in the year prior to the termination of this agreement payable in \$1,000.00 increments over a Ten (10) year period, and the first payment is received prior to the expiry of the Agreement, the Contingency Fee will be paid as follows.
 - i. The Consultant will be entitled to a Contingency Fee of Three Thousand Dollars \$3,000.00, less any rebates pursuant to this Agreement.
 - ii. Upon receipt of payment of the first \$1,000.00, the Consultant shall be paid Three Hundred Dollars (\$300.00), less any rebates pursuant to this Agreement.
 - iii. If a \$1,000.00 payment is made in the year following the termination of this Agreement, the Consultant shall be paid \$1,000.00, less any rebates pursuant to this Agreement.
 - iv. If a \$1,000.00 payment is made in the second year following the termination of this Agreement, the Consultant shall be paid \$1,000.00, less any rebates pursuant to this Agreement.
 - v. If a \$1,000.00 payment is made in the third year following the termination of this Agreement, the Consultant shall be paid \$700.00, less any rebates pursuant to this Agreement, fully satisfying the Contingency Fee under this Sponsorship Sale. All remaining payments of this Sponsorship Sale shall belong solely to the Foundation

5. Consultant's Services

- (a) The services to be provided by the Consultant, subject to the Foundation's approval, shall include, but are not limited to, the following:
 - i. meetings with the Foundation on at least a quarterly basis in person or by telephone;
 - ii. in addition to the meetings described in section 5(a)(i) above, the Consultant's Manager shall be available at mutually agreeable times in person or by telephone for regular questioning by staff with respect to the contract and potential sponsorships;
 - iii. based on visual inspections and interviews with management, identify Properties that are capable of being leveraged to generate sponsorship revenue;
 - iv. undertake a sponsorship leverage valuation for the Properties;
 - v. develop easy to read sponsorship agreements that include, but are not limited to:
 - i. details of naming rights in consideration and naming rights in recognition;
 - ii. approval and representations associated with the Foundation;
 - iii. details of controls at the sole discretion of the Foundation;
 - iv. restrictions on display of naming rights;
 - v. limitation on the term of rights and rights renewal;
 - vi. early termination, amendment and transfer of naming rights;

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- vii. liability including claims, trade-mark and copyright; and
- viii. base, cost, residual payments and renewal fees;
- vi. create a sponsorship strategy with consideration to public opinion and institutional limitations;
- vii. determine the type of sponsor that could be readily targeted in the short term for selected opportunities with consideration to maximizing revenue through a benefit over feature model;
- viii. establish the order to which Properties are to be made available;
- ix. establish which Properties should be divided, which Properties should be grouped together and which Properties should stand alone;
- x. develop sponsorship kits suitable to attract and inform potential private, local, regional and national sponsors;
- xi. design and make available to potential sponsors the necessary sales documents required to successfully complete and administer sales;
- xii. undertake all Sponsorship Sales consented to by the Foundation on behalf of the Foundation;
- xiii. absorb all costs associated with Sponsorship Sales including any applicable, sales administrative support, sales management and sales representative salaries, bonuses and commissions;
- xiv. all other necessary administrative time or services.

- (b) The Consultant shall pay any and all costs associated with Sponsorship Sales including, but not limited to, , sales administrative support, sales management and sales representative salaries, bonuses and commissions.
- (c) The Foundation shall maintain control of which Properties may or may not be leveraged in connection with the Services
- (d) The Foundation shall provide as much, or as little, information on the Properties as the Foundation determines is necessary in its sole discretion for the performance of the Services.
- (e) The Foundation shall maintain final approval for any sponsorship agreements.
- (f) Any sponsorship cheques, payments or funds of any kind generated pursuant to this Agreement shall be made payable directly to the Foundation. Under no circumstances may the sponsorship funds or payments of any kind pursuant to this Agreement be held by the Consultant.

6. Termination

- (a) If the Consultant shall be declared bankrupt, or if the Consultant shall make an assignment for the benefit of the Consultant's creditors, or if a receiver shall be appointed on account of the



Consultant's insolvency, the Foundation may, on written notice to the Consultant, terminate this Agreement.

- (b) Upon the termination of this Agreement, the Consultant shall transfer, assign and make available to the Foundation, all property and materials in the Consultant's possession or control, belonging to the Foundation under this Agreement. Where the Foundation has loaned the Consultant any matter or thing to assist the Consultant in respect of the performance of this Agreement, the Consultant shall return any and all such matters or things in as good condition as when received by the Consultant upon the termination of this Agreement, or as soon as practicable after such matters or things have served their purpose, whichever first occurs.
- (c) Where the Consultant fails to return any matter or thing referred to in section 6(b), the Foundation, in addition to any other remedy, may deduct the cost of replacement thereof from any moneys otherwise payable to the Consultant under this Agreement.

7. Enurement

- (a) This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, heirs, liquidators, administrators and assigns, except that the Consultant may not assign any of its rights or obligations hereunder without the Foundation's prior written consent.

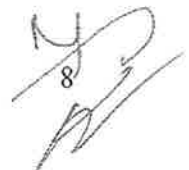
8. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto hereby submit and attorn to the exclusive jurisdiction of the courts of the province of Ontario.

9. Waiver

The Foundation may from time to time and at any time (a) waive in whole or in part the rights accruing to it by reason of any of the provisions of any clause of this Agreement; or (b) waive in whole or in part any default under any clause in this Agreement which is to its benefit; but any such waiver by the Foundation of any such right or of any such default on any occasion shall be deemed not to be a waiver of the provisions of any such clause thereafter or of any other clause or of any subsequent default, as the case may be.

The Consultant may from time to time and at any time (a) waive in whole or in part the rights accruing to it by reason of any of the provisions of any clause of this Agreement; or (b) waive in whole or in part any default under any clause in this Agreement which is to its benefit; but any such waiver by the Consultant of any such right or of any such default on

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any occasion shall be deemed not to be a waiver of the provisions of any such clause thereafter or of any other clause or of any subsequent default, as the case may be.

10. Confidentiality

None of the parties hereto shall use, disclose, or permit any person to obtain any confidential information (in written, tangible or other form) acquired from or provided by the other Party whether directly or indirectly, except as specifically authorized by the other Party. Each Party shall take all reasonable steps to ensure that any person having access to the other Party's confidential information complies with this section. The Parties acknowledge that disclosure of confidential information may cause serious and irreparable harm which cannot be adequately compensated in damages and accordingly agree that each Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure.

11. Employees

The Consultant is an independent contractor for all purposes and its officers, directors, partners (as the case may be) and employees shall not be or be deemed to be agents or employees of the Foundation. The Consultant shall indemnify the Foundation from any and all employment liability claims of any officer, director, partners, employee or contractor of the Consultant brought against the Foundation.

12. Notice

Any notice required or permitted to be given hereunder may be effectively given by letter delivered either by personal delivery, registered mail or by electronic means, addressed to the recipient as follows:

in the case of the Foundation:

250 Thorold Road West, Third Floor
Welland, ON
L3C 3W2

Attention: Kevin Vallier

in the case of Consultant:

P.O. Box 767
Niagara-on-the-Lake, ON
L0S 1J0



Attention: William Montgomery

and, in each case, mailed by ordinary mail, postage prepaid, or delivered to that address; and, if mailed as aforesaid, any such notice shall have been deemed to have been given on the fifth (5th) business day following that on which the letter containing the notice was posted. If any notice is given by electronic communication, such notice shall be deemed to be delivered on the day of transmittal thereof if given during normal business hours of the recipient and on the next business day if given after normal business hours. Any party hereto may change its address for service from time to time by notice given in accordance with the foregoing.

13. Severability and Interpretation

- (a) Any clause or part thereof which may be null or unenforceable shall not invalidate, affect or impair the remaining provisions of this Agreement.
- (b) In this Agreement "including" means "including without limitation" and "includes" means "includes without limitation".

14. Valid, enforceable and Binding Obligations

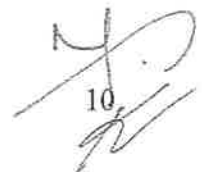
This Agreement when executed and delivered to the Foundation will be legal, valid and binding obligations of the Consultant enforceable in accordance with the terms herein.

15. Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada

16. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which collectively will constitute one and the same agreement.



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All Parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate, board, court approval or governmental action necessary to bind the Parties to the terms of this Agreement has been and will be taken.

WITNESS the seals of the parties hereto duly attested thereto by the hands of their proper signing officers:

SIGNED, SEALED AND DELIVERED)
in the presence of)




Frances McGuestion
FRANCES MCGUESTION

**NIAGARA PENINSULA
CONSERVATION FOUNDATION**


Kevin Vallier, Manager

I have the authority to bind the corporation.

STREAM THREE INC.


William Montgomery, President

I have the authority to bind the corporation.