



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Realtor Services	
Solicitation No. - N° de l'invitation EW703-162079/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client HC EW703-162079	Date 2016-03-17
GETS Reference No. - N° de référence de SEAG PW-\$EDM-607-10702	
File No. - N° de dossier EDM-5-38334 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-29	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (780) 497-3593 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation
EW703-162079/A
Client Ref. No. - N° de réf. du client
EW703-162079

Amd. No. - N° de la modif.
002
File No. - N° du dossier
EDM-5-38334

Buyer ID - Id de l'acheteur
edm607
CCC No./N° CCC - FMS No./N° VME

TITLE: COMMERCIAL REAL ESTATE AGENT TO UNDERTAKE THE MARKETING AND SALE OF A FEDERAL PROPERTY LOCATED AT 510 LAGIMODIERE BLVD., WINNIPEG, MB

This solicitation amendment is to provide for clarifications regarding the Request for Proposal (RFP).

PART A: QUESTIONS/ANSWERS

- Q2-1. Can you please clarify what is meant exactly when you refer to minimum of three similar commercial sales for the RFP related to 510 Lagimodiere in Winnipeg, MB.
- Specifically we want to know if this only pertains to sales in which we were the listing agents and if by similar you mean building/investment sales in general or if they have to be more specific to office buildings or even more specific to specialized buildings.
- A2-1. Yes we want to see only properties in which the Bidder was the listing agent. By "similar" we mean buildings similar to the subject building in the solicitation – in this case a specialized lab building. More points will be awarded for similar specialized buildings, less for standard office buildings.
- Q2-2. Are there Floor plans available?
- A2-2. Yes, floor plans are attached at Appendix 1.
- Q2-3. Can you please confirm building square footage; page 16 of the package has 4,257 m2 (rentable) and on page 18 it mentions 4,209.02 m2 plus basement to total 6,086.06 m2 and online it is stated as 5,903 m2 total square footage; please advise.
- A2-3. The square footage on the Page 18 (4,209.02 m2) is what Health Canada confirmed most recently.
- Q2-4. Is there a Site Plan available?
- A2-4. No, there is no current Site plan available. There was an exchange of land with the Royal Canadian Mint in 2011 that changed the boundaries.
- Q2-5. Are there professional photos of the building available? (We took photos at the tour, just curious)
- A2-5. No, there are no professional photos available.
- Q2-6. Please confirm the land size; package has 2.787 hectares, website has 1.7110 hectares.
- A2-6. The land sized is 2.787 hectares. The website contains old data.
- Q2-7. Are there specific details on the cross access agreement available?
- A2-6. Details are contained in the three (3) Caveats, attached at Appendices 2, 3 and 4.

Solicitation No. - N° de l'invitation

EW703-162079/A

Client Ref. No. - N° de réf. du client

EW703-162079

Amd. No. - N° de la modif.

002

File No. - N° du dossier

EDM-5-38334

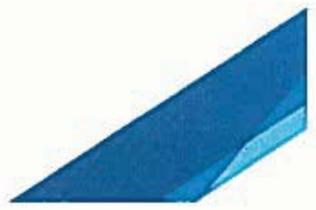
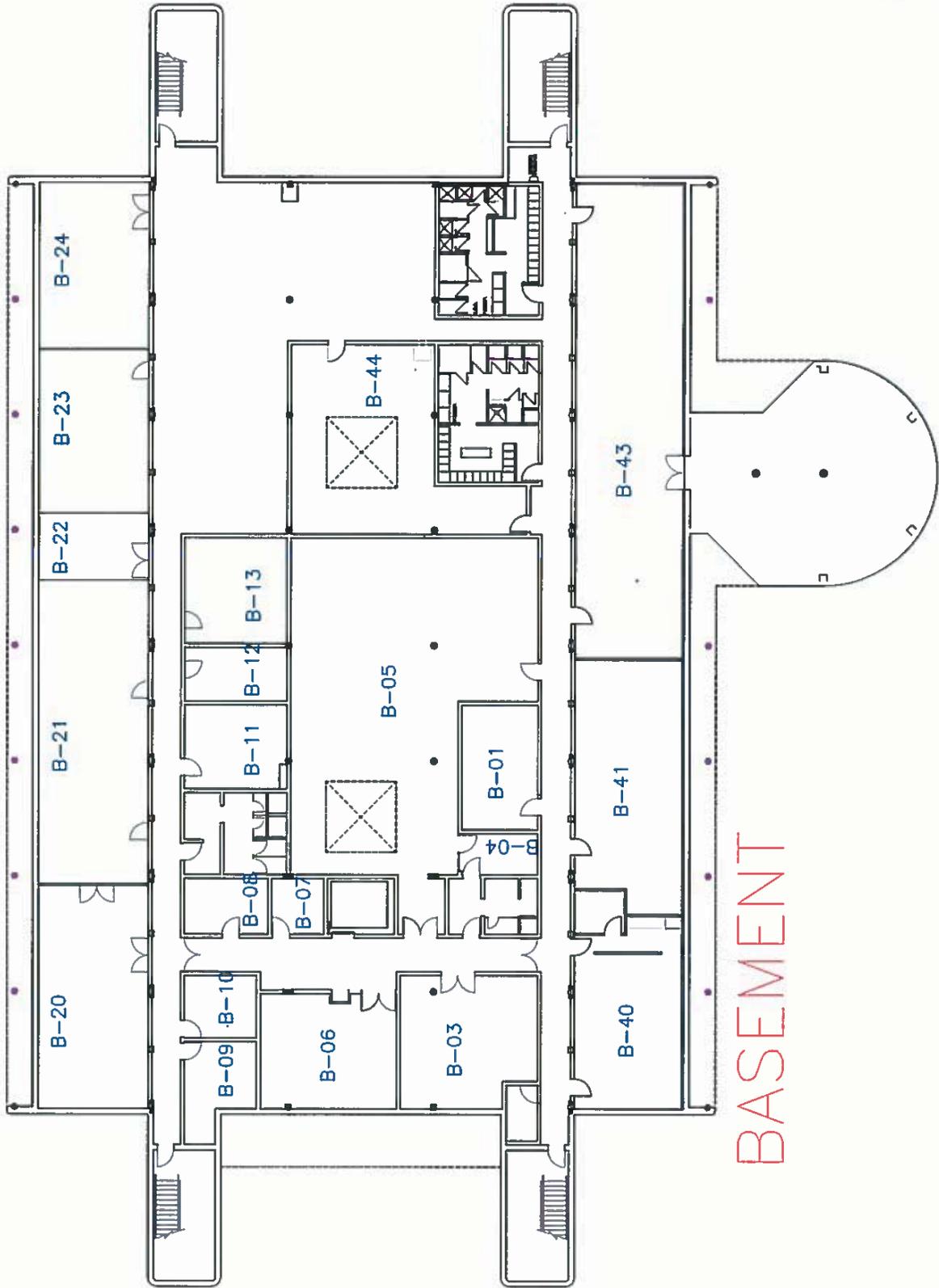
Buyer ID - Id de l'acheteur

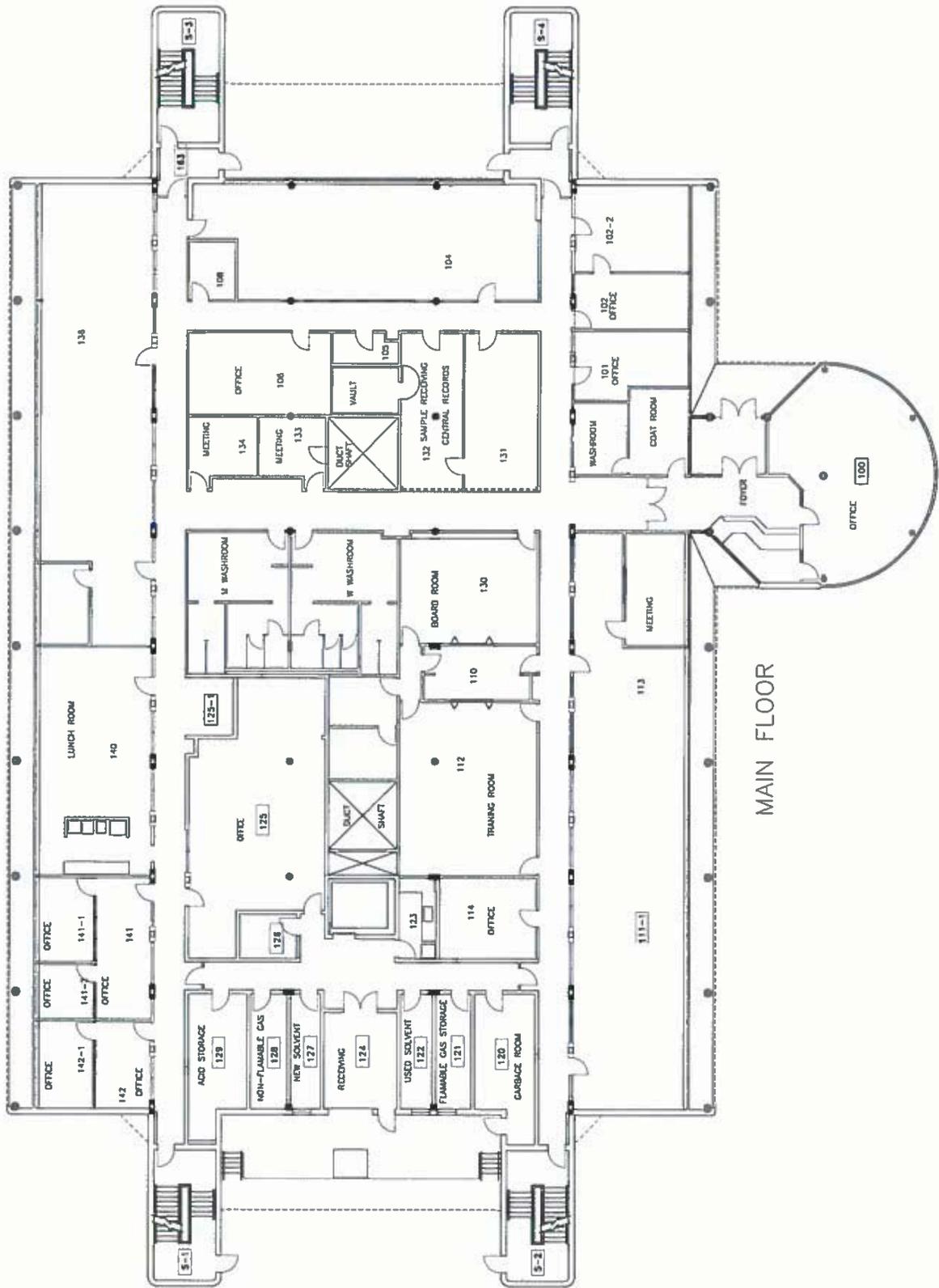
edm607

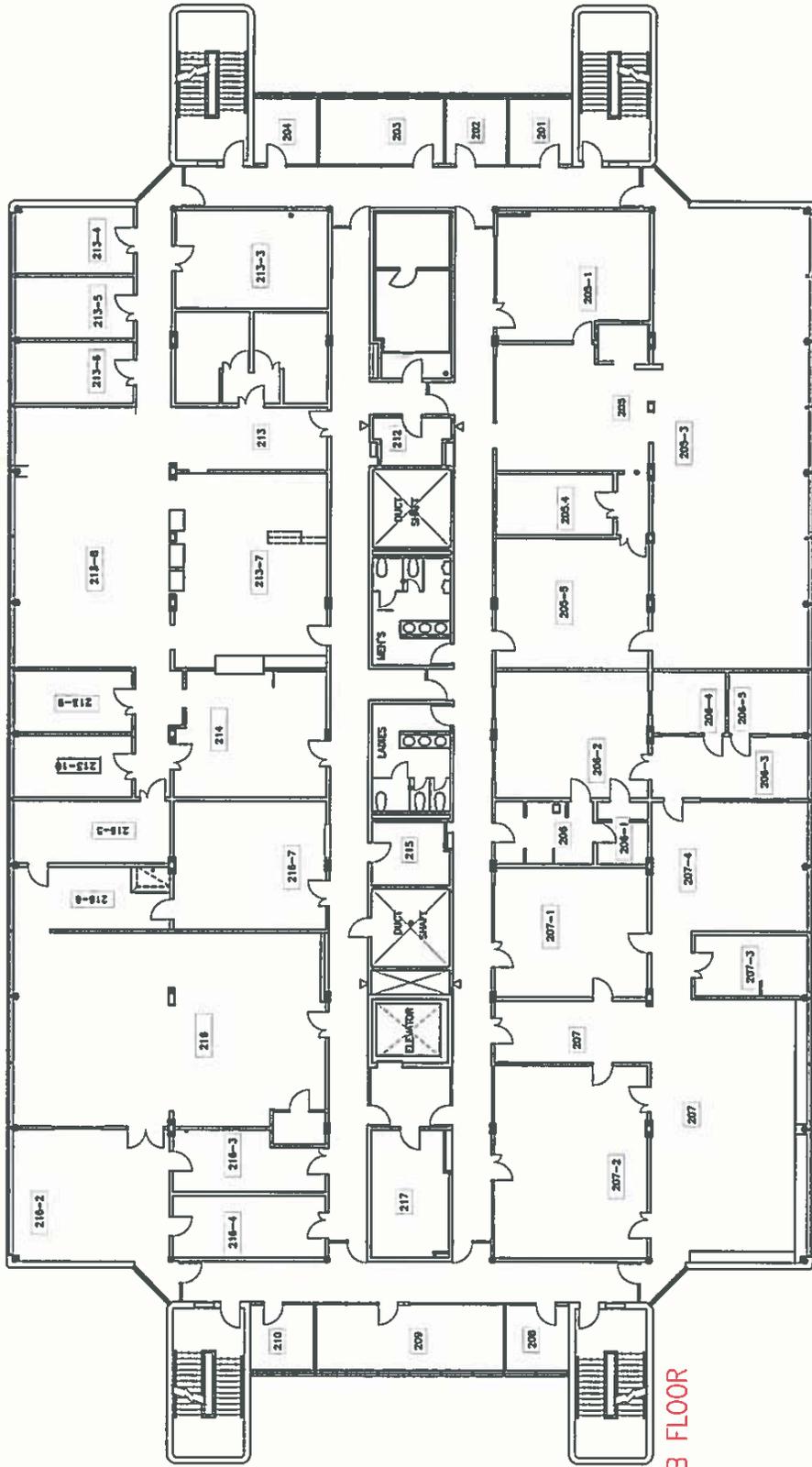
CCC No./N° CCC - FMS No./N° VME

If your bid has already been submitted, you may wish to revise it. Revisions to your bid must be submitted in a sealed envelope or by facsimile on which the content is clearly written. Any revisions to your bid must be received by the Bid Receiving Unit on or before the time and date stated on page 1 of this document. Any revisions to your bid received after the closing date and time will be considered late and will be returned unopened.

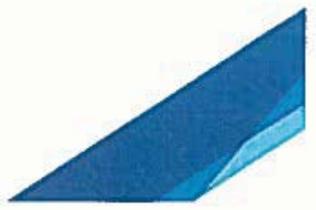
510 Lagimodiere Boulevard, Winnipeg, Manitoba



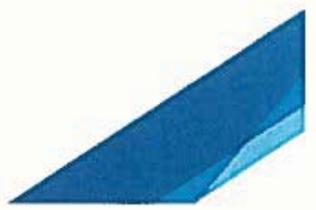
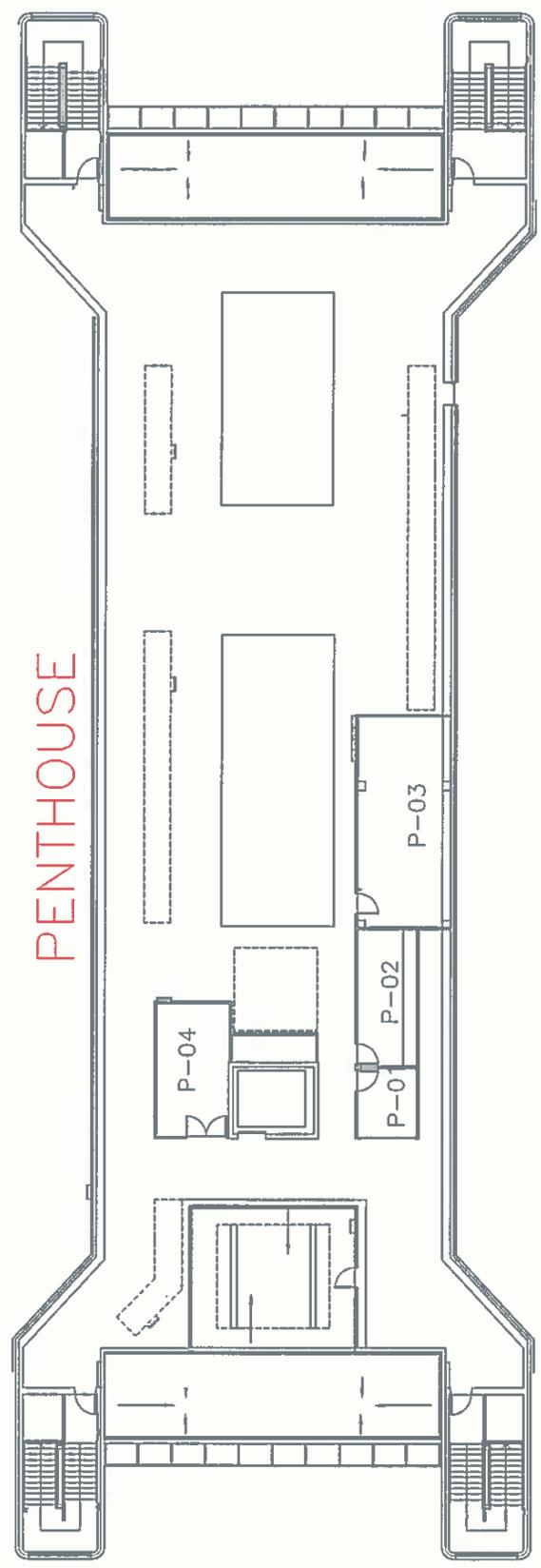




LAB FLOOR



510 Lagimodiere Boulevard, Winnipeg, Manitoba



LTO USE ONLY	
FEES CHECKED <input checked="" type="checkbox"/>	REFUND AMOUNT
<p>Certificate of Registration</p> <p>Registered this date <u>JAN 13/12</u></p> <p>as No. <u>4171195/1</u></p> <p>I certify that the within instrument was registered in the <u>WINNIPEG</u> Land Titles Office and entered on</p> <p>Title No. <u>2573955/1</u> <u>2573953/1</u></p> <p><i>[Signature]</i> For District Registrar</p>	<p>CAVEAT</p> <p>LAND TITLES OFFICE <u>41</u> JAN 13 2012</p>

581111

CAV

#9 SURVEYS 4171195/1

2573955

Service L PT P&C WPA LS PL 22925
Dominant: 2004 + P&C A+D (PT 3004) PC 2573953

Approved as to form - Registrar General - Registration No. 2301349
 Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba
 Consumer and
 Corporate Affairs
 Land Titles

CAVEAT Form 18.1

District of WINNIPEG

417119511

By virtue of Section 18.1 of The Real Property Act, any instrument used in this document and signed by the party signing the same, without the signature of a notary public, is not a legal document and is not enforceable. This instrument is not a legal document and is not enforceable. **IMPORTANT NOTICE:** BESSALAN INCORPORATED, 480 VICTORIA AVENUE, WINNIPEG, MB, R3C 0S6. TO SEE HOW TO INCLUDE ALL COMMENTS, PLEASE VISIT WWW.MANITOBALANDTITLES.COM

1. CAVEATOR(S) include address and postal code
 I-(We),
 ✓ Royal Canadian Mint, 320 Sussex Drive Ottawa, ON K1A 0G8
 claims an interest in the following land or mortgage, and forbids the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my Her claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED by virtue of an Instrument of Grant dated _____, 20____, from Her Majesty the Queen in Right of Canada as represented by the Minister of Health to the Royal Canadian Mint, a copy of which is hereto attached as Schedule "A".
Easement o.k. see schedule A

3. LAND DESCRIPTION
 ✓ **Servient Tenement** All that portion of Parcel C, Plan 52213 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325
 ✓ **Dominant Tenement** Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A and D, Plan 52213 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

MORTGAGE NUMBER _____ see schedule
 TITLE NUMBER(S) _____ see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code
 ✓ HER MAJESTY THE QUEEN IN RIGHT OF CANADA c/o Health Canada
 510 Legitimodiere Blvd., Winnipeg, MB, R2J 3Y1 see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code
 1. Executive Director, Canadian Circulation Royal Canadian Mint, 320 Sussex Drive Ottawa, ON K1A 0G8; and
 2. Department of Justice, 301-310 Broadway, Winnipeg, MB, R3C 0S6

6. SIGNATURE OF CAVEATOR(S)
 I. That I (we) am (are) the within (Agent of or) Caveator(s) and the statements herein are true in substance and in fact.
 2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

Sharon L. Mahon *[Signature]*
 Name Solicitor and Agent Signature

DATE	
Y	M D
2011	12 16

7. FARM LANDS OWNERSHIP DECLARATION
 BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase
 The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
 2. The within farm land is exempt by Regulation 225/87R of The Real Property Act, i.e. it is 5 acres or less.
 3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
 4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
 5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
 6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
 7. Other (specify section of The Farm Lands Ownership Act)

Particulars:
 Sharon L. Mahon *[Signature]*
 Name Solicitor and Agent Signature

DATE	
Y	M D
2011	12 16

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number
 DEPARTMENT OF JUSTICE, Prairie Region, 301-310 Broadway, Winnipeg, MB, R3C 0S6
 (Sharon L. Mahon, (204) 984-8446) (File No. 4-84673)



Department of Justice Canada

Ministère de la Justice Canada

Security

Protected B

Prado Region
201 - 210 Broadway
Winnipeg, Manitoba
R3C 0B6

Région Du Pasco
210 Broadway suite 201
Winnipeg (Manitoba)
R3C 0B6

Classification: (201) 984-0148
Telephone: (204) 984-0400
Fax: (204) 984-0400
E-mail: Sharon.L.Mahon@p.judcan.gc.ca

Site Web: 4-94673

Post for: 4-94673

January 9, 2012

Consumer and Corporate Affairs
Winnipeg Land Titles Office
TPR Building
276 Portage Avenue
Winnipeg, Manitoba
R3C 0B6

Attention: Senior Deputy District Registrar Russell Davidson

Dear Sir:

Re: Correction of Interest Claimed by the Royal Canadian Mint in Caveat re:
Parcel B Plan _____ WLTO (Deposit Plan No. 0581-2011)
in Lot 224 Roman Catholic Mission Property

A. As per our telephone discussion earlier today, please correct the above-mentioned Caveat as follows:

Change the Particulars of Estate or Interest Claimed in Box 2 to read as follows:

by virtue of an Easement for sanitary sewer and water pipelines pursuant to an Instrument of Grant from Her Majesty the Queen in Right of Canada as represented by the Minister of Health to the Royal Canadian Mint, a copy of which is hereto attached as Schedule "A".

B. This is a clarification of the interest claimed and does not alter the easement in any way.

C. I am the solicitor for the Transferor, Royal Canadian Mint and the Transferee, Her Majesty the Queen in right of Canada.

D. I am authorized to make the above change.

Yours truly,

Sharon L. Mahon
Counsel

Department of Justice
Canada

Ministère de la Justice
Canada

FACSIMILE TRANSMISSION TRANSMISSION PAR TÉLÉCOPIEUR

In the event of transmission problems, kindly contact / Si cette liaison n'est pas claire, communiquer avec:
Name / Nom: Sharon L. Mahon at / au: (204) 984-8446

Name / Nom: Senior Deputy District Registrar Russell Davidson		Name / Nom: Sharon L. Mahon Counsel	
Address / Adresse: Consumer and Corporate Affairs Winnipeg Land Titles Office TPR Building 276 Portage Avenue Winnipeg, Manitoba R3C 0S6		Address / Adresse: Department of Justice Canada Prairie Region 301-310 Broadway Winnipeg, Manitoba R3C 0S6	
Tel. No. / No du Tél: 204-945-5500		Fax # / No du Télécopieur: (204) 984-8485	
Tel. No. / No du Tél: 204-945-5500		Tel. No. / No du Tél: (204) 984-8446	
Comments / Commentaires: As per our discussion earlier this morning, if this letter is acceptable please pass it to Registrar Bruce Olson. If changes are required I would appreciate being advised as soon as possible. Thank you <i>Sharon Mahon</i>			
<p style="text-align: center;"><small>Unclassified documents only VIA clear transmission. Protected information permitted within Justice secure FAX network. Documents non classifiés à transmission avec protection. Renseignements protégés par le réseau des télécopieurs protégés de la Justice.</small></p>			
Protected documents? Documents protégés?		<input type="checkbox"/> Yes Oui <input checked="" type="checkbox"/> No Non	
Pages (including cover sheet) <u>2</u>	Date: January 09, 2012	Time: 11:42 AM	

Canada

SCHEDULE A

This Schedule forms part of a Caveat, filed by Her Majesty the Queen in right of Canada as against land owned by the Royal Canadian Mint.

Dated this 16th day of DECEMBER 2011.



Sharron L. Mahon
Solicitor and Agent

CANADA

INSTRUMENT OF GRANT

[Section 5(7), *Federal Real Property Act*]

This instrument has the same force and effect as if it were Letters Patent under the Great Seal.

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, QUEEN, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM these Presents shall come,

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the administration of Our Minister of Health.

AND WHEREAS authority has been given for the grant of easement in the lands to the Royal Canadian Mint, an agent corporation incorporated under the *Royal Canadian Mint Act*, R.S.C. 1985, c. R-9 having its head office in the National Capital Region, hereinafter called the grantee, at or for the price or sum of \$1.00.

NOW THEREFORE We do by these Presents grant, convey and assure unto the grantee, its successors and assigns, All and Singular an easement in the lands owned by Us and legally described as

All that portion of Parcel C, Plan _____ WLTO (Deposit Plan No. 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

subject to the terms and conditions contained in an Agreement between Us and The Royal Canadian Mint dated the 15th day of December, 2011, a true copy of which is attached hereto as Schedule "A."

TO HAVE AND TO HOLD the lands unto the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the *Federal Real Property and Federal Immovables Act of Canada*.

Dated this _____ day of _____, 2011.

MINISTER OF JUSTICE

MINISTER OF HEALTH

per: Sharron L. Mahon
Signing Authority
Deposit No. 3793389



per: Laurette Burch
Regional Director General
Manitoba Region

**This is Schedule "A" to an Instrument of Grant of an Easement in favour of THE ROYAL
CANADIAN MINT dated the day of , 2011**

**Agreement between
the Royal Canadian Mint
and
Her Majesty the Queen in right of Canada
dated the 13th day of December, 2011**

THIS AGREEMENT made in duplicate the 13 day of December 2011.

BETWEEN:

THE ROYAL CANADIAN MINT
(hereinafter called "the Mint").

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Health
(hereinafter called "Her Majesty").

WHEREAS:

The Mint is the registered owner of certain lands more particularly described as

- Firstly: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO
in Lots 222, 223, 224, 225, 242, 243, 244 and 245
Roman Catholic Mission Property
- Secondly: Parcel B Plan 12374 WLTO; Except Plan 19704 WLTO
in Lots 222, 223, 224, 225, 242, 243, 244 and 245
Roman Catholic Mission Property
- Thirdly: Parcel B Plan 19704 WLTO; in Lot 224 Roman Catholic
Mission Property

(the "Mint lands").

Her Majesty is the registered owner of certain lands more particularly described
as

- Parcel "A" Plan 19704 WLTO
in Lot 224 Roman Catholic Mission Property

(the "Canada lands").

In order to expand its manufacturing plant facilities, the Mint wishes to acquire a portion of the Canada lands containing approximately 18,500 square feet of vacant land appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel D Plan _____ WLTO (Deposit Plan 0581-2011 WLTO)
in Lot 224 Roman Catholic Mission Property

(the "Mint plant lands").

In order to expand its parking facilities, Her Majesty wishes to acquire a portion of the Mint lands which also contains approximately 18,500 square feet of vacant land and which is also appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel B Plan _____ WLTO (Deposit Plan 0581-2011 WLTO)
in Lot 224 Roman Catholic Mission Property

(the "Canada parking lands").

Environmental assessments of both the Mint plant lands and the Canada parking lands have been conducted and mutually disclosed to both parties. The assessments confirm that neither the Mint plant lands nor the Canada parking lands require any environmental remediation.

The parties therefore have agreed to exchange the Mint plant lands for the Canada parking lands pursuant to the terms and conditions of this Agreement.

The Mint plant lands will be subdivided from the Canada lands and consolidated with the residual Mint lands to create a new parcel (the new Mint lands).

The Canada parking lands will be subdivided from the Mint lands and consolidated with the residual Canada lands to create a new parcel (the new Canada lands).

Pursuant to an Agreement between Her Majesty and the Mint dated the 30th day of November, 1988 (the "1988 Agreement"), a true copy of which is attached hereto as Schedule "A," the Canada lands are subject to Caveat No. 1175280 evidencing a sanitary sewer and water easement in favour of the Mint lands.

Also pursuant to the 1988 Agreement, the Mint lands are subject to Caveat No. 1130687 evidencing a right of way over, upon and through the Mint lands in favour of the Canada lands, and Caveat No. 1130688 evidencing a sanitary sewer, water, and storm sewer line easement in favour of the Canada lands.

The parties have agreed that the easements and right of way will continue to be necessary to the full use and enjoyment and continued functioning of the new Mint lands and the new Canada lands. Accordingly the parties have mutually agreed to make a reciprocal grant of easements and rights of way in favour of the new Mint lands and the new Canada lands as required, and surrender their existing easements and right of way, all pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the exchange of the Mint plant lands for the Canada parking lands, and the sum of One (\$1.00) Dollar, the mutual covenants, agreements and grants herein contained and made, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and subject to the acquisition of authority by Her Majesty to grant the Easement hereinafter defined, the Mint and Her Majesty each covenant and agree with the other of them as follows:

1. The preamble hereto shall form an integral part hereof.
2. This Agreement supersedes and is substituted for the 1988 Agreement in all respects save and except for those relating to the transfer of the Canada lands from the Mint to Her Majesty.
3. The Mint shall deliver to Her Majesty a duly executed Transfer of Land in respect of the Canada parking lands as the Canada parking lands are described in Schedule "B" hereto.
4. Her Majesty shall deliver to the Mint a duly executed Transfer of Land in respect of the Mint plant lands as the Mint plant lands are described in Schedule "C" hereto.
5. The Transfers of Land and any supporting documentation required by the Winnipeg Land Titles Office shall be registered in the Winnipeg Land Titles Office.
6. The Canada parking lands shall be consolidated with the residual Canada lands to create the new Canada lands as described in Schedule "D" hereto. The Mint plant lands shall be consolidated with the residual Mint lands to create the new Mint lands as described in Schedule "E" hereto.
7. Title shall issue to Her Majesty to the new Canada lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

8. Title shall issue to the Mint to the new Mint lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 245390, 248971, 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

9. Definitions

For the purposes of this Agreement:

(a) The term "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right of ingress and egress of the Grantee and all those for whom in law the Grantee is responsible for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(b) The term "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(c) The term "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms shall include the successors and assigns of each of them.

10. Surrender of Existing Easements and Right-of-Way

Upon registration of the appropriate caveats in evidence of this Agreement in the Winnipeg Land Titles Office as contemplated herein, each party surrenders and relinquishes its easements and right-of-way granted pursuant to the 1988 Agreement, as those easements and right-of-way are evidenced by Caveat Nos. 1130687, 1130688, and 1175280.

11. Easement from Her Majesty to the Mint

On registration by Her Majesty of the aforementioned Transfer of Land and associated documents, Her Majesty (deemed the Grantor for the purposes of this paragraph) shall cause an Instrument of Grant to be issued to the Mint (deemed the Grantee for the purposes of this paragraph) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule "F" (the "servient tenement") as appurtenant to a portion of the new Mint lands as that portion is described in Schedule "G" (the "dominant tenement") for:

- i) a sanitary sewer line; and
- ii) a water line.

12. Easements from the Mint to Her Majesty

(a) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) an easement over, upon, through, and under the lands more particularly described in Schedule "H" (the "servient tenement") as appurtenant to a portion of the new Canada lands as that portion is described in Schedule "I" (the "dominant tenement") for:

- i) a sanitary sewer line;
- ii) a water line; and
- iii) a storm sewer line.

(b) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) a right-of-way over, upon, and through the lands more particularly described in Schedule "J" (the "servient tenement") as appurtenant to the new Canada lands as those lands are described in Schedule "D" (the "dominant tenement").

13. IT IS UNDERSTOOD AND AGREED between the parties that Her Majesty shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by Her Majesty and the Mint on the following conditions:

(a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;

(b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg Sewer By-Law No. 92/2010, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;

(c) that Her Majesty shall have in place adequate drainage to prevent the new Canada lands from draining onto the new Mint lands, but shall restrict the discharge from Her storm sewer lines in to the Mint's storm sewer line to a total of 14,184 CF/hour;

(d) that Her Majesty shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;

(e) that Her Majesty shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;

(f) that the Mint shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if Her Majesty has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 48 hours of such notice having been communicated to the Mint, Her Majesty shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred. In the event of an emergency Her Majesty may act immediately and without notice to the Mint, but shall advise the Mint of any corrective action taken as soon as possible thereafter, and the Mint shall similarly be required to indemnify Her Majesty in respect of any costs reasonably incurred;

(g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever.

14. IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 12(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same.
15. IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity.
16. IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
 - (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in, upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 12(b), without the consent in writing of the Grantee first being had and obtained;

(b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;

(c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;

(d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 12(b);

(e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;

(f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;

(g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands.

17. HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "B" and "J" from the 1st day of December 2011, as follows:

(a) Schedule "B" - 100%;

(b) Schedule "J" - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same.

18. IT IS UNDERSTOOD AND AGREED between the parties that subject to paragraph 10 above, any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee.

19. In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement.

20. The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Instrument of Grant or the registration of any Transfer of Land and the issuance of a Certificate of Title.
21. The Instrument of Grant hereby agreed to be issued shall expressly state that it is subject to the terms of this Agreement.
22. Any notice required or which may be given by one party hereto to the other shall be in writing, and may be sent by mail, postage prepaid, by personal delivery, or by facsimile copier transmission. Such notice shall, in the case of mailing, be deemed to have been received by the party to whom it is addressed on the third business day following such mailing, in the case of delivery on the date of such delivery, and in the case of facsimile copier transmission, on the first business day following the date of such transmission. Such notices shall be sent as follows:

In the case of Her Majesty to:

Health Canada
510 Lagimodiere Boulevard
Winnipeg, Manitoba
R2J 3Y1

Facsimile No.: 204-983-5547

and in the case of the Mint to:

Attention: Executive Director

Canadian Circulation Royal Canadian Mint
320 Sussex Drive
Ottawa, Ontario
K1A 0G8

Facsimile No.: 613-220-4957

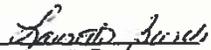
23. No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom.

24. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto, and their respective administrators, successors and assigns, whether legal or beneficial.

IN WITNESS WHEREOF, The Royal Canadian Mint and Her Majesty the Queen in right of Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA as represented
by the Minister of Health

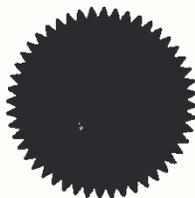

Witness


Per: Laurette Burch
Regional Director General
Manitoba Region

THE ROYAL CANADIAN MINT


Per: Ian E. Bennett
President & CEO


Per: J. Marc Brûlé
Vice-President of Finance
& Administration and CFO



This is Schedule "A" to an Agreement between THE ROYAL CANADIAN MINT
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Health dated the *13th* day of *December*, 2011.

AGREEMENT
between
HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of National Health and Welfare
and
THE ROYAL CANADIAN MINT
dated November 30, 1988

.COPY

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of National Health and Welfare (hereinafter "Her Majesty"),

- and -

THE ROYAL CANADIAN MINT (hereinafter the "Mint").

WHEREAS the Mint is the owner of certain lands more particularly described in Schedules 1 and 2 attached hereto and forming a part of this Agreement;

AND WHEREAS HER MAJESTY had offered to purchase a portion of those lands for the sum of \$190,000.00 (hereinafter the "purchase price"), which lands are more particularly described in Schedule 2 attached hereto and forming a part of this Agreement, which offer was accepted by the Mint in writing on or about the 20th day of June, 1986, and thereby became a binding agreement of purchase and sale;

AND WHEREAS it was one of the terms of that agreement that reciprocal rights-of-way and easements would be granted by the parties to each other for essential services and access over the lands described in Schedules 1 and 2;

AND WHEREAS the parties have now identified the type and location of the easements and rights-of-way necessary to allow each of them to have the full use and enjoyment of the lands described in Schedules 1 and 2;

NOW THEREFORE IN CONSIDERATION of payment of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Transfer of Title

(1) The Mint shall deliver to Her Majesty a duly executed Transfer of Land which when registered shall result in issuance of title to the lands described in Schedule 2 in the name of Her Majesty, free and clear of all encumbrances, mortgages, liens, or charges whatsoever excepting only Caves Nos. 25390, 248971, 62-21292, and 67-21413;

Payment of Purchase Price

(2) Her Majesty shall forthwith register the aforesaid Transfer of Land and upon the issuance of title in accordance with paragraph (1) aforesaid, shall forthwith pay to the Mint the purchase price as adjusted for any municipal taxes, assessments, local improvement charges or fees, or grants-in-lieu thereof;

Definitions

(3) For the purposes of this agreement:

(a) the term, "assessment" shall be defined to include an assessment for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith together with the right of ingress and egress of the Grantee, its employees, agent, servants, officers, contractors, and sub-contractors for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(b) the term, "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(c) the term, "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms, "Grantor" and "Grantee" shall include the successors and assigns of each of them;

E. 12/1/17 3

(4) Easements from Her Majesty to the Mint

On registration by Her Majesty of the aforesaid Transfer of Land, Her Majesty (which for the purposes of this paragraph shall be deemed the Grantor) shall cause Letters Patent to be issued to the Mint (which for the purposes of this paragraph shall be deemed the Grantee) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule 3 (which for the purposes of this paragraph shall be deemed the "servient tenement") as appurtenant to the lands of the Mint more particularly described in Schedule "1" (which for the purposes of this paragraph shall be deemed to be the "dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line.

(5) Easements from the Mint to Her Majesty

The Mint (which for the purposes of this paragraph shall be deemed the Grantor) shall and does hereby grant, convey and transfer to Her Majesty (which for the purposes of this paragraph shall be deemed the Grantee)

(a) an easement over, upon, through, and under the lands more particularly described in Schedule 4 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,
- (iii) a storm sewer line,

(b) a right-of-way over, upon, and through the lands more particularly described in Schedule 5 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the "dominant tenement");

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(6) IT IS UNDERSTOOD AND AGREED between the parties that HER MAJESTY shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by HER MAJESTY and the MINT on the following conditions:

- (a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;
- (b) that in respect of her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg By-Law No. 505/73, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;
- (c) that Her Majesty shall have in place adequate drainage to prevent Her Land from draining onto the Mint's lands, but shall restrict the discharge from Her storm sewer lines into the Mint's storm sewer line to a total of 14,104 CF/hour;

- (d) that HER MAJESTY shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;
- (e) that HER MAJESTY shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;
- (f) that the MINT shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if HER MAJESTY has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 15 hours of such notice having been communicated to the Mint, HER MAJESTY shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred;
- (g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever;
- (7) IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 5(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same;
- (8) IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity;
- (9) IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
- (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, wall, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in upon, or over the said lands, excepting only in respect of the right-of-way hereinafore referred to at paragraph 5(b), without the consent in writing of the Grantee first being had and obtained;

- (b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;
- (c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;
- (d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way heretofore referred to at paragraph 5(b);
- (e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and ensure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;
- (f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;
- (g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantor, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands;

(10) HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "2" and "5" from the 30th day of July, 1986, as follows:

(a) Schedule 2 - 100%;

(b) Schedule 5 - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute her share within 30 days of receiving an invoice and accounting for same;

(11) IT IS UNDERSTOOD AND AGREED between the parties that any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee;

(12) In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement;

(13) The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Letters Patent or the registration of any transfer of land and the issuance of a Certificate of Title;

(14) The Letters Patent hereby agreed to be issued shall expressly state that they are subject to the terms of this Agreement;

(15) All notices or other communications hereunder or pertaining hereto may be given by registered letter addressed in the case of Her Majesty to:

Health and Welfare Canada
510 LaSalle Boulevard
Winnipeg, Manitoba
R2J 2Y1

and in the case of The Mint to:

The Royal Canadian Mint
520 LaSalle Boulevard
Winnipeg, Manitoba
R2J 2E7

or at such other addresses as the parties may respectively designate in writing to the other and any such notice or other communication shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof in Canada, postage prepaid and registered.

(16) No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom;

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be executed by their duly authorized officers in that behalf this 30th day of November 1987

ROYAL CANADIAN MINT

per: Maurice Lapointe
Master and President of the
Royal Canadian Mint

per: J. P. ...
Vice-President
Administration and Finance

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the
Minister of National Health and
Welfare

per: [Signature]
per: _____

.COPY

SCHEDULES 1, 2, 3, 4 and 5 ATTACHED TO AND FORMING PART OF AN AGREEMENT dated the 30th day of November, 1988.

SCHEDULE 1

All those portions of Lots Two Hundred and Twenty-three, Two Hundred and Twenty-four, Two Hundred and Twenty-five, Two Hundred and Forty-two, Two Hundred and Forty-three, and Two Hundred and Forty-four, which lots are shown on a Plan of Survey of part of the Roman Catholic Mission Property, in Manitoba, registered in the Winnipeg Land Titles Office as No. 433, shown as Parcel "B" on a plan filed in the said office as No. 12374.
Excepting thereout: Parcel "A", Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 2

Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 3

All that portion of Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 4

All that portion of Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property and Parcel B, Plan 12374, Winnipeg Land Titles Office, in Lots 224, 242 and 243, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 5

Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

These are Schedules "B" through "J" inclusive to an Agreement between THE ROYAL CANADIAN MINT and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, dated the 13th day of December, 2011.

Schedule "B" – Canada parking lands

Parcel B Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "C" – Mint plant lands

Parcel D Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "D" – new Canada lands (Also legal description of dominant tenement for Right-of-Way from Mint to Canada)

Parcels B and C, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "E" – new Mint lands

FIRSTLY: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

SECONDLY: Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and

THIRDLY: Parcels A, D and E, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

Schedule "F" – Legal description of servient tenement for sanitary sewer and water line easement from Her Majesty in favour of the Mint

All that portion of Parcel C, Plan _____ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

Schedule "G" – Legal description of dominant tenement for sanitary sewer and water line easement from Canada to the Mint (part of the New Mint Lands)

SECONDLY: Parcel B Plan 19704 WLTO in Lot 225 Roman Catholic Mission Property and

THIRDLY: Parcels A and D, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property.

Schedule "H" – Legal description of servient tenement of sanitary sewer, storm sewer, and water line easement from the Mint to Canada

All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.

Schedule "I" – Legal description of dominant tenement for sanitary sewer, water, and storm sewer from the Mint to Canada (part of the New Canada Lands)

Parcel C Plan _____ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "J" – Legal description of servient tenement for ROW from the Mint to Canada

Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property

LTO USE ONLY	
FEES CHECKED <input checked="" type="checkbox"/>	REFUND AMOUNT
Certificate of Registration	
Registered this date <u>JAN 13/12</u>	CAVEAT LAND TITLES OFFICE JAN 13 2012 41 WINNIPEG, MB
as No. <u>417196/1</u>	
I certify that the within instrument was registered in the WINNIPEG Land Titles Office and entered on	
Title No. <u>2573955/1</u> <u>(2573953/1)</u>	
<u>[Signature]</u> For District Registrar	

257111

AND SURVEYS 417196/1

Dominant PCL C PL 2573955/1
Servient - Pt 2ndly + Pcls A+D (Pt 3rdly)
WIN 415 PL 22325 (PT 2573953)

Approved as form - Registrar General - Registration No. 2391348
 Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Mentoba
 Consumer and
 Corporate Affairs
 Land Titles

CAVEAT Form 18.1

District of WINNIPEG 417 1196/1

1. CAVEATOR(S) include address and postal code
 I/We, HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Health 510 Lagimodiere Blvd., Winnipeg, MB, R2J 3Y1 claims an interest in the following land or mortgage, and forbids the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my Her claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED by virtue of an Easement Agreement in writing, dated December 13, 2011 made between Her Majesty the Queen in Right of Canada as represented by the Minister of Health and the Royal Canadian Mint, a copy of which is hereto attached as Schedule "A" see schedule A

3. LAND DESCRIPTION
 Servient Tenement All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 522312 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.
 Dominant Tenement Parcel C Plan 52312 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

TITLE NUMBER(S) _____ MORTGAGE NUMBER _____ see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code
 Attention: Executive Director
 Canadian Circulation (Royal Canadian Mint) 320 Sussex Drive Ottawa, ON K1A 0G8 see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code
 1. HER MAJESTY THE QUEEN IN RIGHT OF CANADA c/o Health Canada, 510 Lagimodiere Blvd., Winnipeg, MB, R2J 3Y1; and 2. Department of Justice, 301-310 Broadway, Winnipeg, MB, R3C 0S6

6. SIGNATURE OF CAVEATOR(S)
 I, an employee and Agent of
 1. That I (we) am (are) the within (Agent-of-or) Caveator(s) and the statements herein are true in substance and in fact.
 2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

Sharon L. Mahon *S. Mahon*

Name Solicitor and Agent _____ Signature _____

DATE		
Y	M	D
2011	12	16

7. FARM LANDS OWNERSHIP DECLARATION
 BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
 Strike out inappropriate statement(s) and initial
 1. The within land is not farm land as defined in The Farm Lands Ownership Act.
 2. The within farm land is exempt by Regulation 325/677 of The Real Property Act, i.e. it is 5 acres or less.
 3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
 4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
 5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
 6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
 7. Other (specify section of The Farm Lands Ownership Act) _____

Particulars: _____
 Sharon L. Mahon *S. Mahon*

Name Solicitor and Agent _____ Signature _____

Name _____ Signature _____

DATE		
Y	M	D
2011	12	16

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number
 DEPARTMENT OF JUSTICE, Prairie Region, 301-310 Broadway, Winnipeg, MB, R3C 0S6
 (Sharon L. Mahon, (204) 984-8446) (File No. 4-94673)

By virtue of Section 194 of The Real Property Act, any instrument set out in this document and signed by any party appearing on this form is deemed to be a true and correct copy of the instrument as registered in the Manitoba Land Titles Register. This form is subject to the provisions of the Real Property Act and the Land Titles Act.

SCHEDULE A

This Schedule forms part of a Caveat, filed by Her Majesty the Queen in right of Canada as against land owned by the Royal Canadian Mint.

Dated this 16th day of DECEMBER 2011.


Sharron L. Mahon
Solicitor and Agent

THIS AGREEMENT made in duplicate the 13 day of December 2011.

BETWEEN:

THE ROYAL CANADIAN MINT
(hereinafter called "the Mint"),

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Health
(hereinafter called "Her Majesty").

WHEREAS:

The Mint is the registered owner of certain lands more particularly described as

Firstly: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO
in Lots 222, 223, 224, 225, 242, 243, 244 and 245
Roman Catholic Mission Property

Secondly: Parcel B Plan 12374 WLTO; Except Plan 19704 WLTO
in Lots 222, 223, 224, 225, 242, 243, 244 and 245
Roman Catholic Mission Property

Thirdly: Parcel B Plan 19704 WLTO; in Lot 224 Roman Catholic
Mission Property

(the "Mint lands").

Her Majesty is the registered owner of certain lands more particularly described
as

Parcel "A" Plan 19704 WLTO
in Lot 224 Roman Catholic Mission Property

(the "Canada lands").

In order to expand its manufacturing plant facilities, the Mint wishes to acquire a portion of the Canada lands containing approximately 18,500 square feet of vacant land appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel D Plan _____ WLTO (Deposit Plan 0581-2011 WLTO)
in Lot 224 Roman Catholic Mission Property

(the "Mint plant lands").

In order to expand its parking facilities, Her Majesty wishes to acquire a portion of the Mint lands which also contains approximately 18,500 square feet of vacant land and which is also appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel B Plan _____ WLTO (Deposit Plan 0581-2011 WLTO)
In Lot 224 Roman Catholic Mission Property

(the "Canada parking lands").

Environmental assessments of both the Mint plant lands and the Canada parking lands have been conducted and mutually disclosed to both parties. The assessments confirm that neither the Mint plant lands nor the Canada parking lands require any environmental remediation.

The parties therefore have agreed to exchange the Mint plant lands for the Canada parking lands pursuant to the terms and conditions of this Agreement.

The Mint plant lands will be subdivided from the Canada lands and consolidated with the residual Mint lands to create a new parcel (the new Mint lands).

The Canada parking lands will be subdivided from the Mint lands and consolidated with the residual Canada lands to create a new parcel (the new Canada lands).

Pursuant to an Agreement between Her Majesty and the Mint dated the 30th day of November, 1988 (the "1988 Agreement"), a true copy of which is attached hereto as Schedule "A," the Canada lands are subject to Caveat No. 1175280 evidencing a sanitary sewer and water easement in favour of the Mint lands.

Also pursuant to the 1988 Agreement, the Mint lands are subject to Caveat No. 1130687 evidencing a right of way over, upon and through the Mint lands in favour of the Canada lands, and Caveat No. 1130688 evidencing a sanitary sewer, water, and storm sewer line easement in favour of the Canada lands.

The parties have agreed that the easements and right of way will continue to be necessary to the full use and enjoyment and continued functioning of the new Mint lands and the new Canada lands. Accordingly the parties have mutually agreed to make a reciprocal grant of easements and rights of way in favour of the new Mint lands and the new Canada lands as required, and surrender their existing easements and right of way, all pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the exchange of the Mint plant lands for the Canada parking lands, and the sum of One (\$1.00) Dollar, the mutual covenants, agreements and grants herein contained and made, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and subject to the acquisition of authority by Her Majesty to grant the Easement hereinafter defined, the Mint and Her Majesty each covenant and agree with the other of them as follows:

1. The preamble hereto shall form an integral part hereof.
2. This Agreement supersedes and is substituted for the 1988 Agreement in all respects save and except for those relating to the transfer of the Canada lands from the Mint to Her Majesty.
3. The Mint shall deliver to Her Majesty a duly executed Transfer of Land in respect of the Canada parking lands as the Canada parking lands are described in Schedule "B" hereto.
4. Her Majesty shall deliver to the Mint a duly executed Transfer of Land in respect of the Mint plant lands as the Mint plant lands are described in Schedule "C" hereto.
5. The Transfers of Land and any supporting documentation required by the Winnipeg Land Titles Office shall be registered in the Winnipeg Land Titles Office.
6. The Canada parking lands shall be consolidated with the residual Canada lands to create the new Canada lands as described in Schedule "D" hereto. The Mint plant lands shall be consolidated with the residual Mint lands to create the new Mint lands as described in Schedule "E" hereto.
7. Title shall issue to Her Majesty to the new Canada lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

8. Title shall issue to the Mint to the new Mint lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 245390, 248971, 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

9. Definitions

For the purposes of this Agreement:

(a) The term "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right of ingress and egress of the Grantee and all those for whom in law the Grantee is responsible for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(b) The term "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(c) The term "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms shall include the successors and assigns of each of them.

10. Surrender of Existing Easements and Right-of-Way

Upon registration of the appropriate caveats in evidence of this Agreement in the Winnipeg Land Titles Office as contemplated herein, each party surrenders and relinquishes its easements and right-of-way granted pursuant to the 1988 Agreement, as those easements and right-of-way are evidenced by Caveat Nos. 1130687, 1130688, and 1175280.

11. Easement from Her Majesty to the Mint

On registration by Her Majesty of the aforementioned Transfer of Land and associated documents, Her Majesty (deemed the Grantor for the purposes of this paragraph) shall cause an Instrument of Grant to be issued to the Mint (deemed the Grantee for the purposes of this paragraph) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule "F" (the "servient tenement") as appurtenant to a portion of the new Mint lands as that portion is described in Schedule "G" (the "dominant tenement") for:

- i) a sanitary sewer line; and
- ii) a water line.

12. Easements from the Mint to Her Majesty

(a) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) an easement over, upon, through, and under the lands more particularly described in Schedule "H" (the "servient tenement") as appurtenant to a portion of the new Canada lands as that portion is described in Schedule "I" (the "dominant tenement") for:

- i) a sanitary sewer line;
- ii) a water line; and
- iii) a storm sewer line.

(b) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) a right-of-way over, upon, and through the lands more particularly described in Schedule "J" (the "servient tenement") as appurtenant to the new Canada lands as those lands are described in Schedule "D" (the "dominant tenement").

13. IT IS UNDERSTOOD AND AGREED between the parties that Her Majesty shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by Her Majesty and the Mint on the following conditions:

(a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attomed to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;

(b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg Sewer By-Law No. 92/2010, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attomed to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;

(c) that Her Majesty shall have in place adequate drainage to prevent the new Canada lands from draining onto the new Mint lands, but shall restrict the discharge from Her storm sewer lines in to the Mint's storm sewer line to a total of 14,184 CF/hour;

(d) that Her Majesty shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;

(e) that Her Majesty shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;

(f) that the Mint shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if Her Majesty has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 48 hours of such notice having been communicated to the Mint, Her Majesty shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred. In the event of an emergency Her Majesty may act immediately and without notice to the Mint, but shall advise the Mint of any corrective action taken as soon as possible thereafter, and the Mint shall similarly be required to indemnify Her Majesty in respect of any costs reasonably incurred;

(g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever.

14. IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 12(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same.

15. IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity.

16. IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:

(a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in, upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 12(b), without the consent in writing of the Grantee first being had and obtained;

(b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;

(c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;

(d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 12(b);

(e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;

(f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;

(g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands.

17. HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "B" and "J" from the 15th day of 31st December 2011, as follows:

(a) Schedule "B" - 100%;

(b) Schedule "J" - 50%, with the MInt assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same.

18. IT IS UNDERSTOOD AND AGREED between the parties that subject to paragraph 10 above, any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee.

19. In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement.

20. The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Instrument of Grant or the registration of any Transfer of Land and the issuance of a Certificate of Title.
21. The Instrument of Grant hereby agreed to be issued shall expressly state that it is subject to the terms of this Agreement.
22. Any notice required or which may be given by one party hereto to the other shall be in writing, and may be sent by mail, postage prepaid, by personal delivery, or by facsimile copier transmission. Such notice shall, in the case of mailing, be deemed to have been received by the party to whom it is addressed on the third business day following such mailing, in the case of delivery on the date of such delivery, and in the case of facsimile copier transmission, on the first business day following the date of such transmission. Such notices shall be sent as follows:

in the case of Her Majesty to:

Health Canada
510 Lagimodiere Boulevard
Winnipeg, Manitoba
R2J 3Y1

Facsimile No.: 204-983-5547

and in the case of the Mint to:

Attention: Executive Director

Canadian Circulation Royal Canadian Mint
320 Sussex Drive
Ottawa, Ontario
K1A 0G8

Facsimile No.: 613-220-4957

23. No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom.

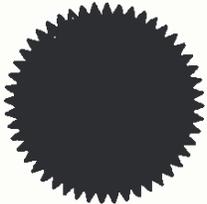
24. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto, and their respective administrators, successors and assigns, whether legal or beneficial.

IN WITNESS WHEREOF, The Royal Canadian Mint and Her Majesty the Queen in right of Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.


Witness

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA as represented
by the Minister of Health


Per: Laurette Burch
Regional Director General
Manitoba Region



THE ROYAL CANADIAN MINT


Per: Ian E. Bennett
President & CEO


Per: J. Marc Brûlé
Vice-President of Finance
& Administration and CFO

This is Schedule "A" to an Agreement between THE ROYAL CANADIAN MINT
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Health dated the *13th* day of *December*, 2011.

AGREEMENT
between
HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of National Health and Welfare
and
THE ROYAL CANADIAN MINT
dated November 30, 1988

COPY

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of National Health and Welfare (hereinafter "Her Majesty"),

- and -

THE ROYAL CANADIAN MINT (hereinafter the "Mint").

WHEREAS the Mint is the owner of certain lands more particularly described in Schedules 1 and 2 attached hereto and forming a part of this Agreement;

AND WHEREAS HER MAJESTY had offered to purchase a portion of those lands for the sum of \$198,400.00 (hereinafter the "purchase price"), which lands are more particularly described in Schedule 2 attached hereto and forming a part of this Agreement, which offer was accepted by the Mint in writing on or about the 20th day of June, 1966, and thereby became a binding agreement of purchase and sale;

AND WHEREAS it was one of the terms of that agreement that reciprocal rights-of-way and easements would be granted by the parties to each other for essential services and access over the lands described in Schedules 1 and 2;

AND WHEREAS the parties have now identified the type and location of the easements and rights-of-way necessary to allow each of them to have the full use and enjoyment of the lands described in Schedules 1 and 2;

NOW THEREFORE IN CONSIDERATION of payment of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Transfer of Title

- (1) The Mint shall deliver to Her Majesty a duly executed Transfer of Land which when registered shall result in issuance of title to the lands described in Schedule 2 in the name of Her Majesty, free and clear of all encumbrances, mortgages, liens, or charges whatsoever existing only Canal Nos. 25390, 248971, 82-21292, and 87-21413;

Payment of Purchase Price

- (2) Her Majesty shall forthwith register the aforesaid Transfer of Land and upon the issuance of title in accordance with paragraph (1) aforesaid, shall forthwith pay to the Mint the purchase price as adjusted for any municipal taxes, assessments, local improvement charges or liens, or grants-in-lieu thereof;

Definitions

- (3) For the purposes of this agreement:

(a) the term, "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith together with the right of ingress and egress of the Grantee, its employees, agent, servants, officers, contractors, and sub-contractors for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(b) the term, "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(c) the term, "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms, "Grantor" and "Grantee" shall include the successors and assigns of each of them;

(4) Easements from Her Majesty to the Mint

On registration by Her Majesty of the aforesaid transfer of Land, Her Majesty (which for the purposes of this paragraph shall be deemed the Grantor) shall cause Letters Patent to be issued to the Mint (which for the purposes of this paragraph shall be deemed the Grantee) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule 3 (which for the purposes of this paragraph shall be deemed the "servient tenement") as appurtenant to the lands of the Mint more particularly described in Schedule "1" (which for the purposes of this paragraph shall be deemed to be the "dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,

(5) Easements from the Mint to Her Majesty

The Mint (which for the purposes of this paragraph shall be deemed the Grantor) shall and does hereby grant, convey and transfer to Her Majesty (which for the purposes of this paragraph shall be deemed the Grantee)

(a) an easement over, upon, through, and under the lands more particularly described in Schedule 4 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,
- (iii) a storm sewer line,

(b) a right-of-way over, upon, and through the lands more particularly described in Schedule 5 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the "dominant tenement");

(6) IT IS UNDERSTOOD AND AGREED between the parties that HER MAJESTY shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by HER MAJESTY and the MINT on the following conditions:

- (a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;
- (b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg By-Law No. 505/73, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;
- (c) that Her Majesty shall have in place adequate drainage to prevent Her land from draining onto the Mint's lands, but shall restrict the discharge from Her storm sewer lines into the Mint's storm sewer line to a total of 14,184 CF/hour;

- (d) that HER MAJESTY shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;
- (e) that HER MAJESTY shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;
- (f) that the MINT shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if HER MAJESTY has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 16 hours of such notice having been communicated to the Mint, HER MAJESTY shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred;
- (g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever;
- (7) IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 5(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same;
- (8) IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity;
- (9) IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
- (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in upon, or over the said lands, excepting only in respect of the right-of-way heretofore referred to at paragraph 5(b), without the consent in writing of the Grantee first being had and obtained;

- (b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;
- (c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;
- (d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way heretofore referred to at paragraph 5(b);
- (e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;
- (f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;
- (g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands;

(10) HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "2" and "5" from the 30th day of July, 1986, as follows:

(a) Schedule 2 - 100%;

(b) Schedule 5 - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same;

(11) IT IS UNDERSTOOD AND AGREED between the parties that any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee;

(12) In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement;

(13) The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Letters Patent or the registration of any transfer of land and the issuance of a Certificate of Title;

(14) The Letters Patent hereby agreed to be issued shall expressly state that they are subject to the terms of this Agreement;

(15) All notices or other communications hereunder or pertaining hereto may be given by registered letter addressed in the case of Her Majesty to:

Health and Welfare Canada
510 Leguindiers Boulevard
Winnipeg, Manitoba
R2J 3T1

and in the case of The Mint to:

The Royal Canadian Mint
520 Leguindiers Boulevard
Winnipeg, Manitoba
R2J 3E7

or at such other addresses as the parties may respectively designate in writing to the other and any such notice or other communication shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof in Canada, postage prepaid and registered.

(16) No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom;

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be executed by their duly authorized officers in that behalf this 20th day of November 1987

ROYAL CANADIAN MINT

per: Maurice Lapointe
Master and President of the
Royal Canadian Mint

per: J. P. ...
Vice-President
Administration and Finance

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the
Minister of National Health and
Welfare

per: ...

per: ...

.COPY

SCHEDULES 1, 2, 3, 4 and 5 ATTACHED TO AND FORMING PART OF AN AGREEMENT dated the 30th day of November, 1988.

SCHEDULE 1

All those portions of Lots Two Hundred and Twenty-three, Two Hundred and Twenty-four, Two Hundred and Twenty-five, Two Hundred and Forty-two, Two Hundred and Forty-three, and Two Hundred and Forty-four, which lots are shown on a Plan of Survey of part of the Roman Catholic Mission Property, in Manitoba, registered in the Winnipeg Land Titles Office as No. 433, shown as Parcel "B" on a plan filed in the said office as No. 12374.
Excepting thereout: Parcel "A", Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 2

Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 3

All that portion of Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 4

All that portion of Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property and Parcel B, Plan 12374, Winnipeg Land Titles Office, in Lots 224, 242 and 243, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 5

Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

These are Schedules "B" through "J" inclusive to an Agreement between THE ROYAL CANADIAN MINT and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, dated the 13th day of December, 2011.

Schedule "B" – Canada parking lands

Parcel B Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "C" – Mint plant lands

Parcel D Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "D" – new Canada lands (Also legal description of dominant tenement for Right-of-Way from Mint to Canada)

Parcels B and C, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "E" – new Mint lands

FIRSTLY: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

SECONDLY: Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and

THIRDLY: Parcels A, D and E, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

Schedule "F" – Legal description of servient tenement for sanitary sewer and water line easement from Her Majesty in favour of the Mint

All that portion of Parcel C, Plan _____ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

Schedule "G" – Legal description of dominant tenement for sanitary sewer and water line easement from Canada to the Mint (part of the New Mint Lands)

SECONDLY: Parcel B Plan 19704 WLTO in Lot 225 Roman Catholic Mission Property and

THIRDLY: Parcels A and D, Plan 52311 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property.

Schedule "H" – Legal description of servient tenement of sanitary sewer, storm sewer, and water line easement from the Mint to Canada

All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 52311 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.

Schedule "I" – Legal description of dominant tenement for sanitary sewer, water, and storm sewer from the Mint to Canada (part of the New Canada Lands)

Parcel C Plan _____ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "J" – Legal description of servient tenement for ROW from the Mint to Canada

Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property

LTO USE ONLY	
FEES CHECKED	REFUND AMOUNT
<p>Certificate of Registration</p> <p>Registered this date <u>JAN 13/12</u></p> <p>as No. <u>417119711</u></p> <p>I certify that the within instrument was registered in the <u>WINNIPEG</u> Land Titles Office and entered on</p> <p>Title No. <u>257395311</u> <u>25739511</u></p> <p>For District Registrar</p>	<p>CAVEAT</p> <p>LAND TITLES OFFICE WINNIPEG, MB JAN 13 2012</p>

DBI/11

CAV

417 1197/11

SUBMITTED

Servient Secondly Pt 257395311

Dominant ALL 25739511

Approved as to form - Registrar General - Registration No. 2391349
Where an instrument is registered that does not conform with the form of the
instrument prescribed by regulation, the Registrar General and the District
Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba
Consumer and
Corporate Affairs
Land Titles

CAVEAT Form 18.1

District of WINNIPEG

417/197/1

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any document not used in the manner and signed by the party making the statement has no legal effect and is void. This notice is printed on the back of the instrument and is not to be read as including all provisions of the Act.

1. CAVEATOR(S) include address and postal code
~~(We)~~ HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Health,
510 Lagimodiere Blvd., Winnipeg, MB, R2J 3Y1
claims an interest in the following land or mortgage, and forbids the registration of any instrument
affecting the interest unless such instrument be expressed to be subject to my Her claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED by virtue of a Right-of-Way based on an
Agreement in writing, dated December 13, 2011, and made between Her Majesty the Queen in Right of
Canada as represented by the Minister of Health and the Royal Canadian Mint, a copy of which is hereto
attached as Schedule "A". see schedule A

3. LAND DESCRIPTION

Servient Tenement Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property
 Dominant Tenement Parcels B and C Plan 523/2 WLTO (Deposit Plan No. 0581-2011) in Lot 224
Roman Catholic Mission Property

MORTGAGE NUMBER

TITLE NUMBER(S)

see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

Attention: Executive Director
Canadian Circulator (Royal Canadian Mint, 820 Sussex Drive Ottawa, ON K1A 0G8 see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

1. HER MAJESTY THE QUEEN IN RIGHT OF CANADA c/o Health Canada, 510 Lagimodiere Blvd.,
Winnipeg, MB, R2J 3Y1; and 2. Department of Justice, 301-310 Broadway, Winnipeg, MB, R3C 0S6

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent or) Caveator(s) and the statements herein are
true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and
this caveat is not filed for the purpose of delaying or embarrassing any person.

Sharon L. Mahon

Sharon L. Mahon

Name Solicitor and Agent

Signature

DATE

Y M D

2011-12-16

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act
because:

Strike out inappropriate statement(s) and initial

- The within land is not farm land as defined in The Farm Lands Ownership Act.
- The within farm land is exempt by Regulation 225/87R of The Real Property Act, i.e. it is 5 acres or less.
- The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
- The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
- The interest in farm land is being claimed pursuant to a bona fide debt obligation.
- The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
- Other (specify section of The Farm Lands Ownership Act):

Sharon L. Mahon

Sharon L. Mahon

Name Solicitor and Agent

Signature

DATE

Y M D

2011-12-16

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

DEPARTMENT OF JUSTICE Prairie Region, 301-310 Broadway, Winnipeg, MB, R3C 0S6
(Sharon L. Mahon, (204) 984-8446) (File No. 4-94573)

SCHEDULE A

This Schedule forms part of a Caveat, filed by the Royal Canadian Mint as
against land owned by Her Majesty the Queen in right of Canada.

Dated this 16th day of DECEMBER 2011.



Sharon L. Mahon
Solicitor and Agent

THIS AGREEMENT made in duplicate the 13 day of December, 2011.

BETWEEN:

THE ROYAL CANADIAN MINT
(hereinafter called "the Mint"),

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Health
(hereinafter called "Her Majesty").

WHEREAS:

The Mint is the registered owner of certain lands more particularly described as

- Firstly: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO
in Lots 222, 223, 224, 225, 242, 243, 244 and 245
Roman Catholic Mission Property
- Secondly: Parcel B Plan 12374 WLTO; Except Plan 19704 WLTO
in Lots 222, 223, 224, 225, 242, 243, 244 and 245
Roman Catholic Mission Property
- Thirdly: Parcel B Plan 19704 WLTO; in Lot 224 Roman Catholic
Mission Property

(the "Mint lands").

Her Majesty is the registered owner of certain lands more particularly described as

- Parcel "A" Plan 19704 WLTO
in Lot 224 Roman Catholic Mission Property

(the "Canada lands").

In order to expand its manufacturing plant facilities, the Mint wishes to acquire a portion of the Canada lands containing approximately 18,500 square feet of vacant land appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel D Plan _____ WLTO (Deposit Plan 0581-2011 WLTO)
in Lot 224 Roman Catholic Mission Property

(the "Mint plant lands").

In order to expand its parking facilities, Her Majesty wishes to acquire a portion of the Mint lands which also contains approximately 18,500 square feet of vacant land and which is also appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel B Plan _____ WLTO (Deposit Plan 0581-2011 WLTO)
in Lot 224 Roman Catholic Mission Property

(the "Canada parking lands").

Environmental assessments of both the Mint plant lands and the Canada parking lands have been conducted and mutually disclosed to both parties. The assessments confirm that neither the Mint plant lands nor the Canada parking lands require any environmental remediation.

The parties therefore have agreed to exchange the Mint plant lands for the Canada parking lands pursuant to the terms and conditions of this Agreement.

The Mint plant lands will be subdivided from the Canada lands and consolidated with the residual Mint lands to create a new parcel (the new Mint lands).

The Canada parking lands will be subdivided from the Mint lands and consolidated with the residual Canada lands to create a new parcel (the new Canada lands).

Pursuant to an Agreement between Her Majesty and the Mint dated the 30th day of November, 1988 (the "1988 Agreement"), a true copy of which is attached hereto as Schedule "A," the Canada lands are subject to Caveat No. 1175280 evidencing a sanitary sewer and water easement in favour of the Mint lands.

Also pursuant to the 1988 Agreement, the Mint lands are subject to Caveat No. 1130687 evidencing a right of way over, upon and through the Mint lands in favour of the Canada lands, and Caveat No. 1130688 evidencing a sanitary sewer, water, and storm sewer line easement in favour of the Canada lands.

The parties have agreed that the easements and right of way will continue to be necessary to the full use and enjoyment and continued functioning of the new Mint lands and the new Canada lands. Accordingly the parties have mutually agreed to make a reciprocal grant of easements and rights of way in favour of the new Mint lands and the new Canada lands as required, and surrender their existing easements and right of way, all pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the exchange of the Mint plant lands for the Canada parking lands, and the sum of One (\$1.00) Dollar, the mutual covenants, agreements and grants herein contained and made, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and subject to the acquisition of authority by Her Majesty to grant the Easement hereinafter defined, the Mint and Her Majesty each covenant and agree with the other of them as follows:

1. The preamble hereto shall form an integral part hereof.
2. This Agreement supersedes and is substituted for the 1988 Agreement in all respects save and except for those relating to the transfer of the Canada lands from the Mint to Her Majesty.
3. The Mint shall deliver to Her Majesty a duly executed Transfer of Land in respect of the Canada parking lands as the Canada parking lands are described in Schedule "B" hereto.
4. Her Majesty shall deliver to the Mint a duly executed Transfer of Land in respect of the Mint plant lands as the Mint plant lands are described in Schedule "C" hereto.
5. The Transfers of Land and any supporting documentation required by the Winnipeg Land Titles Office shall be registered in the Winnipeg Land Titles Office.
6. The Canada parking lands shall be consolidated with the residual Canada lands to create the new Canada lands as described in Schedule "D" hereto. The Mint plant lands shall be consolidated with the residual Mint lands to create the new Mint lands as described in Schedule "E" hereto.
7. Title shall issue to Her Majesty to the new Canada lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

8. Title shall issue to the Mint to the new Mint lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 245390, 248971, 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

9. Definitions

For the purposes of this Agreement:

(a) The term "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right of ingress and egress of the Grantee and all those for whom in law the Grantee is responsible for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(b) The term "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(c) The term "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms shall include the successors and assigns of each of them.

10. Surrender of Existing Easements and Right-of-Way

Upon registration of the appropriate caveats in evidence of this Agreement in the Winnipeg Land Titles Office as contemplated herein, each party surrenders and relinquishes its easements and right-of-way granted pursuant to the 1988 Agreement, as those easements and right-of-way are evidenced by Caveat Nos. 1130687, 1130688, and 1175280.

11. Easement from Her Majesty to the Mint

On registration by Her Majesty of the aforementioned Transfer of Land and associated documents, Her Majesty (deemed the Grantor for the purposes of this paragraph) shall cause an Instrument of Grant to be issued to the Mint (deemed the Grantee for the purposes of this paragraph) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule "F" (the "servient tenement") as appurtenant to a portion of the new Mint lands as that portion is described in Schedule "G" (the "dominant tenement") for:

- i) a sanitary sewer line; and
- ii) a water line.

12. Easements from the Mint to Her Majesty

(a) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) an easement over, upon, through, and under the lands more particularly described in Schedule "H" (the "servient tenement") as appurtenant to a portion of the new Canada lands as that portion is described in Schedule "I" (the "dominant tenement") for:

- i) a sanitary sewer line;
- ii) a water line; and
- iii) a storm sewer line.

(b) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) a right-of-way over, upon, and through the lands more particularly described in Schedule "J" (the "servient tenement") as appurtenant to the new Canada lands as those lands are described in Schedule "D" (the "dominant tenement").

13. IT IS UNDERSTOOD AND AGREED between the parties that Her Majesty shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by Her Majesty and the Mint on the following conditions:

(a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;

(b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg Sewer By-Law No. 92/2010, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;

(c) that Her Majesty shall have in place adequate drainage to prevent the new Canada lands from draining onto the new Mint lands, but shall restrict the discharge from Her storm sewer lines in to the Mint's storm sewer line to a total of 14,184 CF/hour;

(d) that Her Majesty shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;

(e) that Her Majesty shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;

(f) that the Mint shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if Her Majesty has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 48 hours of such notice having been communicated to the Mint, Her Majesty shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred. In the event of an emergency Her Majesty may act immediately and without notice to the Mint, but shall advise the Mint of any corrective action taken as soon as possible thereafter, and the Mint shall similarly be required to indemnify Her Majesty in respect of any costs reasonably incurred;

(g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever.

14. IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 12(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same.

15. IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity.

16. IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:

(a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in, upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 12(b), without the consent in writing of the Grantee first being had and obtained;

(b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;

(c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;

(d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 12(b);

(e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;

(f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;

(g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands.

17. HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to, in Schedules "B" and "J" from the 13th day of December 2011, as follows:

(a) Schedule "B" - 100%;

(b) Schedule "J" - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same.

18. IT IS UNDERSTOOD AND AGREED between the parties that subject to paragraph 10 above, any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee.

19. In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement.

20. The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Instrument of Grant or the registration of any Transfer of Land and the issuance of a Certificate of Title.
21. The Instrument of Grant hereby agreed to be issued shall expressly state that it is subject to the terms of this Agreement.
22. Any notice required or which may be given by one party hereto to the other shall be in writing, and may be sent by mail, postage prepaid, by personal delivery, or by facsimile copier transmission. Such notice shall, in the case of mailing, be deemed to have been received by the party to whom it is addressed on the third business day following such mailing, in the case of delivery on the date of such delivery, and in the case of facsimile copier transmission, on the first business day following the date of such transmission. Such notices shall be sent as follows:

In the case of Her Majesty to:

Health Canada
510 Lagimodiere Boulevard
Winnipeg, Manitoba
R2J 3Y1

Facsimile No.: 204-983-5547

and in the case of the Mint to:

Attention: Executive Director

Canadian Circulation Royal Canadian Mint
320 Sussex Drive
Ottawa, Ontario
K1A 0G8

Facsimile No.: 613-220-4957

23. No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom.

This is Schedule "A" to an Agreement between THE ROYAL CANADIAN MINT
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Health dated the *13th* day of *December*, 2011.

AGREEMENT
between
HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of National Health and Welfare
and
THE ROYAL CANADIAN MINT
dated November 30, 1988

COPY

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the Minister
of National Health and Welfare (herein-
after "Her Majesty"),

- and -

THE ROYAL CANADIAN MINT (hereinafter
the "Mint").

WHEREAS the Mint is the owner of certain lands more parti-
cularly described in Schedules 1 and 2 attached hereto and forming a
part of this Agreement;

AND WHEREAS HER MAJESTY had offered to purchase a portion of
those lands for the sum of \$198,400.00 (hereinafter the "purchase
price"), which lands are more particularly described in Schedule 2
attached hereto and forming a part of this Agreement, which offer was
accepted by the Mint in writing on or about the 20th day of June,
1986, and thereby became a binding agreement of purchase and sale;

AND WHEREAS it was one of the terms of that agreement that
reciprocal rights-of-way and easements would be granted by the parties
to each other for essential services and access over the lands des-
cribed in Schedules 1 and 2;

AND WHEREAS the parties have now identified the type and
location of the easements and rights-of-way necessary to allow each of
them to have the full use and enjoyment of the lands described in
Schedules 1 and 2;

NOW THEREFORE IN CONSIDERATION of payment of the sum of \$1.00
and other good and valuable consideration, receipt of which is hereby
acknowledged, the parties hereto agree as follows:

Transfer of Title

(1) The Mint shall deliver to Her Majesty a duly executed transfer of Land which when registered shall result in issuance of title to the lands described in Schedule 2 in the name of Her Majesty, free and clear of all encumbrances, mortgages, liens, or charges whatsoever excepting only Caves Nos. 25390, 248977, B2-21292, and B2-21413;

Payment of Purchase Price

(2) Her Majesty shall forthwith register the aforesaid transfer of Land and upon the issuance of title in accordance with paragraph (1) aforesaid, shall forthwith pay to the Mint the purchase price as adjusted for any municipal taxes, assessments, local improvement charges or liens, or grants-in-lieu thereof;

Definitions

(3) For the purposes of this agreement:

(a) the term, "assessment" shall be defined to include an assessment for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith together with the right of ingress and egress of the Grantee, its employees, agent, servants, officers, contractors, and sub-contractors for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(b) the term, "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(c) the term, "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and such terms, "Grantor" and "Grantee" shall include the successors and assigns of each of them;

(4) Easements from Her Majesty to the Mint

On registration by Her Majesty of the aforesaid transfer of Land, Her Majesty (which for the purposes of this paragraph shall be deemed the Grantor) shall cause Letters Patent to be issued to the Mint (which for the purposes of this paragraph shall be deemed the Grantee) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule 3 (which for the purposes of this paragraph shall be deemed the "servient tenement") as appurtenant to the lands of the Mint more particularly described in Schedule "1" (which for the purposes of this paragraph shall be deemed to be the "dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,

(5) Easements from the Mint to Her Majesty

The Mint (which for the purposes of this paragraph shall be deemed the Grantor) shall and does hereby grant, convey and transfer to Her Majesty (which for the purposes of this paragraph shall be deemed the Grantee)

(a) an easement over, upon, through, and under the lands more particularly described in Schedule 4 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,
- (iii) a storm sewer line,

(b) a right-of-way over, upon, and through the lands more particularly described in Schedule 5 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the "dominant tenement");

(6) IT IS UNDERSTOOD AND AGREED between the parties that HER MAJESTY shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by HER MAJESTY and the MINT on the following conditions:

- (a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has she attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;
- (b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg By-Law No. 505/73, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, to, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has she attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;
- (c) that Her Majesty shall have in place adequate drainage to prevent Her Land from draining onto the Mint's lands, but shall restrict the discharge from Her storm sewer lines into the Mint's storm sewer line to a total of 14,184 CF/hour;

- (d) THAT HER MAJESTY shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;
- (e) that HER MAJESTY shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;
- (f) that the MINT shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if HER MAJESTY has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 16 hours of such notice having been communicated to the Mint, HER MAJESTY shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred;
- (g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever;
- (7) IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 5(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same;
- (8) IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity;
- (9) IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
- (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in upon, or over the said lands, excepting only in respect of the right-of-way hereinafore referred to at paragraph 5(b), without the consent in writing of the Grantee first being had and obtained;

- (b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;
- (c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;
- (d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicably to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 5(b);
- (e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;
- (f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;
- (g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns;

(9) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(11) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands;

(10) HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-fee thereof in respect of the lands referred to in Schedules "2" and "5" from the 30th day of July, 1986, as follows:

(a) Schedule 2 - 100%;

(b) Schedule 5 - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute her share within 30 days of receiving an invoice and accounting for same;

(11) IT IS UNDERSTOOD AND AGREED between the parties that any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee;

(12) In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement;

(13) The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Letters Patent or the registration of any transfer of land and the issuance of a Certificate of Title;

(14) The Letters Patent hereby agreed to be issued shall expressly state that they are subject to the terms of this Agreement;

(15) All notices or other communications hereunder or pertaining hereto may be given by registered letter addressed in the case of Her Majesty to:

Health and Welfare Canada
510 Loganville Boulevard
Winnipeg, Manitoba
R2J 3V1

and in the case of The Mint to:

The Royal Canadian Mint
520 Loganville Boulevard
Winnipeg, Manitoba
R2J 3E7

or at such other addresses as the parties may respectively designate in writing to the other and any such notice or other communication shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof in Canada, postage prepaid and registered.

(16) No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom;

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be executed by their duly authorized officers in that behalf this 30th day of November 1978

ROYAL CANADIAN MINT

per: Maurice Laporte
Master and President of the
Royal Canadian Mint

per: J. P. ...
Vice-President
Administration and Finance

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the
Minister of National Health and
Welfare

per: ...
per: ...

...COPY

SCHEDULES 1, 2, 3, 4 and 5 ATTACHED TO AND FORMING PART OF AN AGREEMENT dated the 5th day of November, 1988.

SCHEDULE 1

All those portions of Lots Two Hundred and Twenty-three, Two Hundred and Twenty-four, Two Hundred and Twenty-five, Two Hundred and Forty-two, Two Hundred and Forty-three, and Two Hundred and Forty-four, which lots are shown on a Plan of Survey of part of the Roman Catholic Mission Property, in Manitoba, registered in the Winnipeg Land Titles Office as No. 433, shown as Parcel "B" on a plan filed in the said office as No. 12374.

Excepting thereout Parcel "A", Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 2

Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 3

All that portion of Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 4

All that portion of Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property and Parcel B, Plan 12374, Winnipeg Land Titles Office, in Lots 224, 242 and 243, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 5

Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

These are Schedules "B" through "J" inclusive to an Agreement between THE ROYAL CANADIAN MINT and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, dated the 13th day of December, 2011.

Schedule "B" – Canada parking lands

Parcel B Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "C" – Mint plant lands

Parcel D Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "D" – new Canada lands (Also legal description of dominant tenement for Right-of-Way from Mint to Canada)

Parcels B and C, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "E" – new Mint lands

FIRSTLY: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

SECONDLY: Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and

THIRDLY: Parcels A, D and E, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

Schedule "F" – Legal description of servient tenement for sanitary sewer and water line easement from Her Majesty in favour of the Mint

All that portion of Parcel C, Plan _____ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

Schedule "G" – Legal description of dominant tenement for sanitary sewer and water line easement from Canada to the Mint (part of the New Mint Lands)

SECONDLY: Parcel B Plan 19704 WLTO in Lot 225 Roman Catholic Mission Property and

THIRDLY: Parcels A and D, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property.

Schedule "H" – Legal description of servient tenement of sanitary sewer, storm sewer, and water line easement from the Mint to Canada

All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.

Schedule "I" – Legal description of dominant tenement for sanitary sewer, water, and storm sewer from the Mint to Canada (part of the New Canada Lands)

Parcel C Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "J" – Legal description of servient tenement for ROW from the Mint to Canada

Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property