

**THIS AMENDING AGREEMENT** is effective as of April 19, 2018 (the “**Effective Date**”).

**B E T W E E N :**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by

**THE MINISTER OF TRANSPORTATION**  
(the “**Minister**”)

- and -

**407 ETR CONCESSION COMPANY LIMITED**  
(the “**Requester**”)

(Minister and Requester shall each be referred to as a “**Party**”,  
and together, the “**Parties**”)

**WHEREAS** the Parties have entered into the Authorized Requester Electronic Data Transfer Agreement dated as of the 6<sup>th</sup> day of April 1999 (the “**Agreement**”), which forms Schedule 18 to the Highway 407 Concession and Ground Lease Agreement;

**AND WHEREAS** Section 4.5 of the Agreement contains certain data residency restrictions that require the Requester to request Information Products from its offices located in the Province of Ontario; perform all authorized-use activities set out in the Agreement from said offices; and retain and process Information Products in the Province of Ontario;

**AND WHEREAS** in carrying out such activities, the Requester desires, and the Ontario Ministry of Transportation (the “**Ministry**”) is agreeable to, adjusting the data residency restrictions to permit the activities to be conducted outside the Province of Ontario but within Canada;

**AND WHEREAS** pursuant to Section 1.13 of the Agreement the Parties may amend the Agreement by written agreement;

**AND WHEREAS** the Parties have agreed to implement the following amendments to the Agreement on the terms and conditions set out in this Amending Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which, are hereby acknowledged, the Parties hereby agree, as follows:

## 1. Amendments

- (a) Section 1.0 (Definitions) of the Agreement is hereby amended by adding the following new definition:

**“Subcontractor”** means any agent, contractor, supplier, consultant or subcontractor of the Requester and any subcontractor of any other subcontractor.

- (a) Section 4.5 (Data Processing) of the Agreement is hereby deleted in its entirety and replaced with the following new paragraph:

The Requester agrees that all requests for Information Products shall be made solely by the Requester (and not a Subcontractor) from within Canada. All activities related to the authorized use set out in Section 2.3 hereof, shall also be performed from within Canada. The Requester shall retain and process within Canada any Information Products obtained from the Ministry.

- (d) The first sentence of Section 6.2 (Records of Requests) of the Agreement is hereby deleted and replaced with the following:

The Requester shall maintain in its offices within Canada, Transaction Logs of all requests with respect to searches of individuals' names and addresses from the Ministry's database.

- (e) Section 6.9 (Security) of the Agreement is hereby amended by adding the following new paragraph (f):

The Requester shall not, at any time, store, retain or process any Information Products using internet-based technology, and shall not permit any Subcontractor to do the same, unless approved by the Ministry in writing, such approval being at the Ministry's sole discretion acting reasonably. Should the Requester seek the Ministry's approval to store, retain or process any Information Products using internet-based technology, or to permit a Subcontractor to do the same, it shall provide to the Ministry any information or documentation required by the Ministry acting reasonably.


## 2. General

- (a) Capitalized terms used but not otherwise defined in this Amending Agreement shall have the respective meanings given to them in the Agreement.

- (b) Except for the amendment set out herein, the terms and conditions of the Agreement remain in full force and effect, and time shall remain of the essence.
- (c) The laws of the Province of Ontario, excluding their rules governing conflicts of laws, shall govern this Agreement. Each Party hereby attorns to the jurisdiction of the courts of the Province of Ontario in respect of any matter referred to it hereunder.
- (d) This Agreement may be executed by the Parties in separate counterparts each of which, when so executed and delivered, shall be deemed to constitute an original but all of which together shall constitute one and the same agreement. The Parties agree that the receipt of a facsimile signature in the space provided below will represent final execution and acceptance of the terms and conditions contained in this Agreement. Any copy of this Agreement made by reliable means (e.g. photocopy, scanned PDF or facsimile) shall be considered an original.


**IN WITNESS WHEREOF**, each of the Parties have executed and delivered this Agreement as of the Effective Date.

**HER MAJESTY THE QUEEN** in right of Ontario,  
as represented by the Minister of Transportation

By:   
Name: Linda McAusland  
Date: May 10 / 10

**407 ETR CONCESSION COMPANY LIMITED**

By:   
Name: Andres Sacristan  
Date: President & CEO

By:   
Name: Geoffrey Liang  
Date: Chief Financial Officer