



July 27, 2011

Mr. Darryl Bedford
[REDACTED]

London, ON
[REDACTED]

Dear Mr. Bedford:

Re: Access to Information Request 11-09

We are in receipt of your Request for Information dated June 10, 2011, and received in our office on June 16, 2011. You are requesting 'all agreements relating to the renaming of the School of Business as the Lawrence Kinlin School of Business' [Reference 11-09].

Please find attached a copy of the agreement between Mr. Lawrence Kinlin and Fanshawe College and the Fanshawe College Foundation. Please keep this information confidential.

If you have any questions or concerns, please feel free to contact me at 519-452-4460 or sporter@fanshawec.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Porter'.

Scott Porter
Vice-President, Finance and Corporate Services

Attachment (1)

THIS AGREEMENT made in duplicate this 23rd day of June 2008

B E T W E E N:

Fanshawe College Foundation (the Foundation)

and

Fanshawe College of Applied Arts & Technology (the College)

- and -

Lawrence W. Kinlin (the donor)

WHEREAS the Donor has generously agreed to donate a Gift to the Foundation and will be recognized with a naming opportunity on property belonging to the College;

AND WHEREAS the parties wish to set out the terms upon which this exchange is to be effected;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Donor generously agrees to (i) transfer ownership of a life insurance policy on the life of the donor having a face amount of One Million Dollars (\$1,000,000) (the "Policy") to the Foundation, (ii) pay to the Policy issuer (being The Canada Life Assurance Company) each month, or otherwise when due, all premiums or other amounts required to keep the Policy in good standing, and (iii) on or before June 30, 2010, contribute \$33,600 (the "Reserve") to an investment account under the Policy (collectively "the Gift").
2. The donor represents and warrants that the Policy, a true copy of which is attached hereto as Schedule "A", is currently owned by him or a company which he controls, is in good standing and unencumbered, and he has the right and the authority to transfer the Policy to the Foundation and otherwise fulfill his obligations hereunder.
3. It is understood that, on transfer of the Policy to the Foundation the beneficiary under the Policy will be changed to the Foundation.
4. The Foundation agrees to recognize this Gift and the donor using its normal processes for gift recognition. Subject to applicable law, each year upon confirmation from the Policy issuer that the premiums in respect of such year have been paid in full by the donor, the Foundation agrees to issue a charitable receipt to the donor in the amount of such premiums so paid.

5. On receipt of the Policy and on a date mutually acceptable, the College, in reliance upon the donor's commitment to continue to pay all premiums owing in respect of the Policy in order to keep the Policy in good standing, agrees to re-name "B" building at the London campus ("the Property") by placing a sign in a prominent location that reads "Lawrence Kinlin School of Business"(the "Naming Opportunity"). The College reserves the right to determine the characteristics and specifications of the sign to ensure way-finding consistency across the College, and compliance with College guidelines, various building codes and other government regulations.
6. Subject to earlier termination as provided herein, the term of the Naming Opportunity shall be twenty-five years from the date of this Agreement. Following this initial term, the Naming Opportunity shall be automatically renewed annually for one year terms until either party provides written notice to the other that it does not wish the Naming Opportunity to be renewed for a further term.
7. Each party reserves the right to immediately terminate the Naming Opportunity by providing written notice to such effect to the other party, in circumstances where:
 - a) a subsequent event substantially damages the Property;
 - b) a subsequent event takes place where the public image, good name or reputation of the terminating party would be negatively impacted if the Naming Opportunity continued; or
 - c) the context or use of the Property changes so significantly that the name may become inappropriate or misleading.
9. Both parties agree that should the terms of paragraph 1 not be achieved for any reason, then the Naming Opportunity shall be immediately withdrawn or terminated by the College, provided that in circumstances where the donor is unable, for reasons beyond his control, to pay the Policy premiums or other payments required to keep the Policy in good standing, the Foundation shall make the requirement payments from the Reserve and the donor shall be deemed to not be in default of his payment obligations hereunder until such time as there are insufficient funds in the Reserve to make the required payments. The Foundation, on behalf of the College, agrees to provide at least 30 days written notice to the donor before terminating or withdrawing the Naming Opportunity in accordance with this paragraph.
10. This Agreement will not constitute a lease or license of any part of the Property or otherwise grant rights in the Property to the donor.

11. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally, telecopied (receipt of which is confirmed by the person to whom sent) or mailed by registered mail to the parties at the following addresses (or at such other address for a party as will be specified by like notice, or to a substitute party at the address(es) for such substitute party as will be specified by a like notice):

To the College or the Foundation:

Fanshawe College
1001 Fanshawe College Blvd.
London, ON N5Y 5R6

Attention: Vice-President, Finance and Corporate Services
Facsimile: (519) 451-8831

To the donor:

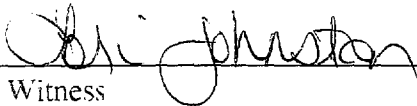
Mr. Lawrence W. Kinlin
Larry Kinlin & Associates Inc.
397 Southdale Road West
London, ON N6J 4G8

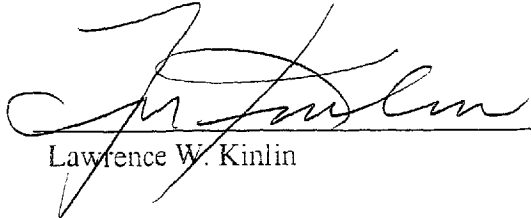
Facsimile: (519) 681-2215

12. Each party shall retain in confidence the existence and terms and conditions of this Agreement. No public disclosure of the existence of this Agreement or its terms and conditions shall be made unless such disclosure is approved in advance by donee, the College and the Foundation, provided, however, that either party shall have the right to disclose information about this Agreement if required by law and either party or both parties may publicly announce, through press releases or otherwise, that the parties have agreed to rename the Property the Lawrence Kinlin School of Business.
13. As soon as reasonably possible after termination of the Naming Opportunity, all signage and literature or other materials indicating that the Property is named "Lawrence Kinlin School of Business" shall be removed or discontinued. Unless the Naming Opportunity is terminated by the donor as a result of the College or the Foundation being in breach of its obligations under paragraphs 4 or 5, the termination or expiration of the Naming Opportunity does not alleviate the donor of his obligations under this Agreement including, without limitation, the obligations of the donor under paragraph 1. Nothing herein is intended to limit the remedies that any party hereto may have against the other in respect of any breach of this Agreement.

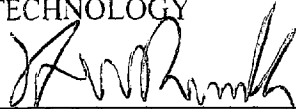
14. This Agreement may not be assigned by the donee. This Agreement shall be binding on each party's successors, personal representatives and permitted assigns.

In Witness Whereof the parties hereto have entered into this Agreement as of the date first above written.


Witness


Lawrence W. Kinlin

THE FANSHAWE COLLEGE OF APPLIED
ARTS & TECHNOLOGY

Per: 

Name: Howard Rundle

Title: President

I/We have the authority to bind the corporation

FANSHAWE COLLEGE FOUNDATION

Per: 

Name: Catherine Finlayson

Title: Executive Director

I/We have the authority to bind the Foundation