

OTTAWA VALLEY BUSINESS HIVE SPACE SHARING AGREEMENT

This Agreement (this “**Agreement**”) dated as of the ____ day of _____, 2023.

BETWEEN:

CORPORATION OF THE TOWN OF RENFREW

(hereinafter called the "**Licensor**"),

- and -

RENFREW BUSINESS IMPROVEMENT ASSOCIATION

(hereinafter called the "**Licensee**"),

WHEREAS The Licensor is the registered owner of the lands and premises municipally known as Town Hall, 127 Raglan St S, Renfrew, Ontario (the "**Property**"), which contains a commercial building (the "**Building**").

AND WHEREAS the Licensor offers a non-exclusive, communal office setting to multiple licensees on the first floor of the Building known as Unit 1 and shown highlighted in purple on Schedule "A" attached to this Agreement (the "**Licensed Premises**");

AND WHEREAS the Licensor and Licensee have agreed that the Licensee may use the Licensed Premises in the manner, for the purpose, during the time period, and on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the sum of \$1.00, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Definitions. The following terms have the meanings specified or referred to in this Section 1:

"**Agreement**" has the meaning given to it in the introductory section above and includes all the provisions of and schedules to this Agreement, including, without limitation, the Licence. Termination of this Agreement includes, without limitation, termination of the Licence.

"**Building**" has the meaning given to it in the first recital of this Agreement.

“Building Common Areas” means the common hallways, entrances, exits, stairways, washrooms, elevators, and lobbies in the Building outside of the Licensed Premises and the common accessways, entrances, exits and surface parking areas on the Property outside of the Building that are designated and made available from time to time by the Licensor for the common use and general benefit of the authorized users of the Property and which the Licensor and its licensees are permitted under the Agreement to use for each Common Area's intended and proper purposes in connection with use of the Licensed Premises.

"Business Day" means any day of the week excluding Saturday, Sunday, and statutory holidays in the Province of Ontario.

"Event of Default" means any of the following events that has occurred and that has not been cured within the cure period, if any, set out below for such event:

- (i) the Licence Fee or any other amount payable by the Licensee under this Agreement is not paid on the date it is due and continues to be unpaid for three (3) days after the date it was due;
- (ii) the Licensee becomes insolvent or bankrupt; or
- (iii) the Licensee fails to observe or perform any of its other covenants or obligations under this Agreement (other than those in 1(i) and 1(ii) of this definition), and such default continues for at least three (3) days after receipt by the Licensee of written notice of default from the Licensor,

"Force Majeure Event" means any act of God, flood, fire, earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, epidemic, pandemic, quarantine, public health emergency, or any similar events whatsoever not within the control of the party affected, but only if and to the extent that: (i) such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party; and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement but lack of funds on the part of such party shall be deemed not to constitute a Force Majeure Event, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

"Hazardous Substances" means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants.

"**Laws**" has the meaning given to it in Section 15(a) of this Agreement.

"**Licence**" has the meaning given to it in Section 2 of this Agreement.

"**Licence Fee**" has the meaning given to it in Section 16(a) of this Agreement.

"**Licensed Premises**" has the meaning given to it in the second recital of this Agreement and for greater certainty includes the areas located within the boundaries of the Licensed Premises that are designated and made available from time to time by the Licensor, for the common use of and general benefit of the Licensor and all the licensees, tenants and other occupants of the Licensed Premises, being the kitchen, conference rooms, meeting rooms and photocopy/scan/print/fax area.

"**Licensor's Office Equipment**" means the Licensor's furniture, fixtures and personal property located within the Licensed Premises on the commencement date of the Term, including the desks, chairs, telephone, fax machine and photocopier.

"**Permitted Use**" means general office use/as an office for working at a desk, meeting with clients or colleagues, and ancillary office uses.

"**Property**" has the meaning given to it in the first recital of this Agreement.

"**Term**" means the period of Five (5) Years, commencing on September 1, 2023 and ending on August 31, 2028 unless terminated earlier or extended in accordance with the provisions of this Agreement.

2. Grant of Licence. The Licensor hereby grants to the Licensee a non-exclusive licence, subject to the provisions of this Agreement, to occupy and use the Licensed Premises for the Permitted Use for the Term (the "**Licence**"). Together with the Licence, the Licensee shall have the following rights during the Term, subject to the provisions of this Agreement:

(a) The right to use the Licensor's Office Equipment for the Permitted Use while at the Licensed Premises.

(b) The non-exclusive right, subject to the rules for the Premises or the Property from time to time, to use, in common with the Licensor and others, the Building Common Areas, each for their intended, designated, and proper purposes only, in connection with the Licensee's office at the Licensed Premises, and for no other purposes. This right may also be exercised by the Licensee's clients, employees, agents, and invitees while at the Licensed Premises, except as otherwise set out in this Agreement.

(c) The non-exclusive right, subject to the provisions of this Agreement and the rules for the Property or the Licensed Premises from time to time, to use, in common with the Licensor and others, the Building Common Areas, each for their intended, designated, and proper purposes only, in connection with the Licensee's office at the

Licensed Premises, and for no other purposes. This right may also be exercised by the Licensee's clients, employees, agents, and invitees while at the Licensed Premises, except as otherwise set out in this Agreement.

3. Option to Extend. Provided the Licensee is not in material default and has not been persistently or repeatedly in default of the terms of this Agreement, the Licensee shall have the option to renew or extend this Agreement and the Licence granted hereunder for one (1) further term of five (5) years, provided the Licensor shall receive at least six (6) months' written notice of the Licensee's intention to extend prior to the expiry of the Term. The extended term shall be on the same terms and conditions as herein contained save and except:

(a) The Licensee shall have no further right to extend or renew the Term beyond the extension Term described in this section 3;

(b) The Licensee shall be accepting the Licensed Premises on an "as is" basis; and

(c) The Licence Fee for the extension term shall be, as agreed between the Licensor and the Licensee, as mutually agreed upon acting reasonably and paying consideration to the then fair market rate for similar premises, as improved (considering size, use and condition) in a similar development in the area in which the Licensed Premises are located, provided that in no event shall such rate be less than the Licence Fee payable during the twelve (12) month period immediately preceding the commencement of the extension term.

4. Personal Licence. The Licensor and Licensee acknowledge and agree that the Licence and other rights granted to the Licensee in this Agreement create a licence personal to the Licensee and shall not in any manner whatsoever constitute a lease, an easement, or any other interest in land.

5. Co-Working Environment. The Licensee acknowledges that:

(a) The Licensed Premises is intentionally designed and intended to be a co-working office space, and the Licensee agrees to demonstrate the flexibility and respect required to co-exist with other licensees in a co-working space;

(b) The nature of the co-working environment is that the entire Licensed Premises is divided into cubicle/desk spaces for multiple licensees operating multiple businesses or endeavors, and who wish to share amenities and common areas and the Licensee will cooperate and be willing to adapt with respect to the sharing and scheduling of shared spaces and amenities;

(c) If the Licensee chooses to use any network, computer system or internet services that are provided as part of the common utilities/services that are provided to the Licensed Premises, such use will be at the Licensee's sole discretion and risk, and the Licensor cannot and does not warrant or provide any assurances that such common

utilities/services will be secure or free of errors, viruses or other harmful components;
and

(d) The Licensed Premises shall at all times be subject to the exclusive management and control of the Licensor. Without limitation, the Licensor may, in its operating of the Building, regulate the usage and reservation procedures for the common utilities/services. The Licensor further reserves the right to licence parts of the Licensed Premises and to make other changes as the Licensor shall from time to time reasonably determine. Notwithstanding anything else contained herein, the Licensor has no liability for any diminution or alteration of the services/utilities that occur as a result of the Licensor's exercise of its rights under this section 5(d) or elsewhere in this Agreement. The Licensee shall not be entitled to compensation or a reduction or abatement of the License Fee for such diminution of alteration.

6. Termination. The parties covenant and agree that each of them shall have the right, exercisable at any time during the Term, to terminate this Agreement for any reason whatsoever on Ninety (90) days' prior written notice to the other party.

7. End of Term Obligations. At the end of the Term, the Licensee, at the Licensee's expense, shall, by the applicable expiry or termination date, remove all of the Licensee's personal property from the Licensed Premises and deliver vacant (except for the Licensor's Office Equipment and property belonging to other licensees) possession of the Licensed Premises to the Licensor. The Licensed Premises and Licensor's Office Equipment shall be delivered by the Licensee in a clean and broom-swept condition and in the same condition and state of repair as they were in on the commencement date of the Term, subject to reasonable wear and tear and damage caused by other licensees of the Licensed Premises. The Licensee shall be responsible for all the Licensor's costs to repair any and all damage, other than reasonable wear and tear, to the Licensed Premises, Building Common Areas, Licensor's Office Equipment, or the rest of the Property caused by such removal or restoration. The Licensee shall pay such costs within Ten (10) days after receipt by the Licensee of a detailed invoice from the Licensor detailing each item and its cost. The Licence Fee shall be adjusted to and paid on the applicable termination or expiry date. The Licensee's obligations in this Section 7 shall survive the expiry or earlier termination of the Term.

8. Initial Condition. The Licensee acknowledges that it has inspected the Licensed Premises and the Licensor's Office Equipment and accepts the Licensed Premises and the Licensor's Office Equipment in their "as is" condition on the date of this Agreement. The Licensee further acknowledges that, other than the Licensor's express representations and warranties in this Agreement, if any, the Licensor and its representatives do not make any representations or warranties, express or implied, of any kind, about the Licensed Premises, Property, Licensor's Office Equipment, Licence, this Agreement, or any other matter or thing, including, without limitation, none as to the zoning, fitness or condition of the Licensed Premises for the Permitted Use or for any other purpose nor of the Property and Premises for any purpose.

9. Signs. The Licensee covenants and agrees that it shall not cause any signs to be affixed or placed on the inside or outside of the Licensed Premises or any other part of the Property, without the Licensor's prior written consent, which may be unreasonably withheld or delayed.

10. Maintenance and Repair. The parties hereto acknowledge and agree that the Licensor shall maintain and keep the Licensed Premises and the Licensor's Office Equipment in a clean and good condition and repair, subject to reasonable wear and tear, throughout the Term. Notwithstanding the foregoing, the Licensee covenants and agrees that it is responsible for all costs incurred by the Licensor to repair and restore, to the condition prior to the damage, all damage to the Licensor's Office Equipment, Licensed Premises, Building Common Areas, or the rest of the Property caused by the Licensee, its employees, agents, clients, or invitees during the Term. The Licensee shall promptly notify the Licensor in writing of all such damage occurring during the Term. The Licensee acknowledges that the Licensor reserves the right to, in the Licensor's sole and absolute discretion, subject to the provisions of the Licence, temporarily or permanently close, alter, or interfere with access to or the use of, all or part of the Building Common Areas, for purposes of maintenance, repair, or any other reason, without compensation to the Licensee and without the Licensee's consent.

11. Alterations. The Licensee covenants and agrees that it shall not make any alterations, additions, improvements, or changes to the Licensed Premises without the Licensor's prior written consent, which may be unreasonably withheld or delayed. All alterations, additions, improvements, or changes to the Licensed Premises for the Licensee that are approved by the Licensor shall be done or caused to be done by the Licensor at the Licensee's expense. The Licensee covenants and agrees to pay the Licensor for the Licensor's costs to have such work completed within Ten (10) days after receipt by the Licensee of a written invoice from the Licensor for such costs detailing each item of work and its cost.

12. Licensor's and other Licensee Access. The Licensee acknowledges that it has no rights to exclude the Licensor or other licensees of the Licensed Premises from the Licensed Premises, that the Licensor and its agents, contractors, employees, or representatives, may enter the Licensed Premises at any time to inspect the state of repair, ensure compliance with this Agreement, or for any other reason and that other licensees of the Licensed Premises may enter the Licensed Premises at any time in accordance with their agreements with the Licensor.

13. Permitted Use. The Licensee covenants and agrees that it shall use the Licensed Premises for the Permitted Use and for no other purpose, and that it shall not and shall not permit its employees, clients, agents, and invitees to use the Building Common Areas for any purposes other than such Building Common Area's designated, intended, and proper purposes.

14. Licensee's Covenants. The Licensee covenants and agrees that during the Term, the Licensee shall:

- (a) not do or permit to be done on the Licensed Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance,

inconvenience or disturbance to the Licensor or to the tenants, other licensees or occupiers of the Licensed Premises or the Property or any owner or occupier of neighbouring property;

(b) not damage or permit to be damaged the Licensed Premises, Licensor's Office Equipment, Building Common Areas, Property, neighbouring properties of the Property, or the personal property of the Licensor or anyone else on the Property or neighbouring properties;

(c) not obstruct or interfere with any accessways at the Property;

(d) not park vehicles or permit parking of vehicles at the Property other than in spaces designated by the Licensor for parking within the Building Common Areas; and

(e) to pay directly to the relevant authorities when due any and all fees, levies and taxes assessed on the Licensee for the operation of the Permitted Use at the Licensed Premises.

15. Compliance with Laws and Rules. The Licensee covenants and agrees that it shall, at all times, comply with:

(a) the common law and all statutes, regulations, by-laws, orders, permits, guidelines, licences, approvals, consents, and other laws of governmental authorities (collectively, "**Laws**") applicable to the Licensed Premises, Building Common Areas, or the Property, their use, the Licensee, Licensor, or their businesses or operations at the Property. Without limiting the generality of the foregoing, the Licensee covenants and agrees to, at the Licensee's expense:

(i) comply with all environmental laws respecting Hazardous Substances and not use or store any Hazardous Substances at the Licensed Premises or do or permit to be done anything at the Licensed Premises or the Property that may contaminate all or any part of the Property or the soil or water of neighbouring properties to the Property; and

(ii) obtain, prior to commencing to carry on the Permitted Use at the Licensed Premises and then maintain throughout the Term, any and all permits, consents, licences, and approvals required from governmental authorities or other regulatory authorities for the Licensee to carry on the Permitted Use at the Licensed Premises in compliance with all Laws;

(b) all the rules and regulations set forth at Schedule B hereto and as made from time to time by the Licensor of which the Licensor notifies the Licensee respecting use of the Licensed Premises or the Building Common Areas.

16. License Fee.

(a) In consideration of the Licensor granting the Licence, the Licensee covenants and agrees to pay the Licensor the amount of Two Hundred Fifty (\$250.00) Dollars per month of the Term in Canadian Dollars (the "**Licence Fee**"). This amount is inclusive of HST.

(b) The Licensee covenants and agrees to pay all taxes (including, without limitation, harmonized sales tax, goods and services tax, and retail sales tax) that are payable on the Licence Fee and on any other amounts payable by the Licensee to the Licensor under this Agreement (save and except HST on the Licence Fee, which is included in the Licence Fee). The Licensee shall pay such taxes to the Licensor in the same manner and at the same time as the Licensee is required to pay the portion of the Licence Fee on which such tax is payable or pay such other amount on which such tax is payable.

(c) The Licence Fee, plus any applicable taxes thereon, shall be paid by the Licensee without deduction or set-off in equal instalments in advance on the first day of each month of the Term by electronic transfer from the Licensee's bank account designated in writing by the Licensee to the Licensor's bank account designated in writing by the Licensor, and the Licensee agrees to execute and deliver to the Licensor all documents required to give effect to such automatic debiting or electronic transfer system and to pay all costs and charges in connection with the establishment and use of such system.

(d) The Licence Fee for any part of a month at the beginning or end of the Term shall be prorated on a per diem basis.

17. Utilities and Services.

(a) During the Term, the Licensor shall provide the following utilities and services at the Licensor's expense:

- (i) electricity and lighting for the Licensed Premises during business hours on Business Days;
- (ii) telephone and wi-fi service for the Licensed Premises, shared with others using the Licensed Premises;
- (iii) water for the kitchen within the Licensed Premises and the restrooms within the Building Common Areas as water is provided for the Building;
- (iv) heating, ventilation and air-conditioning (HVAC) for the Licensed Premises during business hours on Business Days;
- (v) cleaning and janitorial services, including garbage removal, for the Licensed Premises and the Building Common Areas;
- (vi) security as provided for the Building;

- (vii) maintenance and repair of the Building Common Areas, subject to reasonable wear and tear;
- (viii) shared use of the Building Common Areas, including the restrooms, during business hours on Business Days, subject to the Licensor's rules;
- (ix) access to one parking unit in the designated parking areas or spots within the Building Common Areas as assigned by the Licensor in its sole, absolute and unfettered discretion, during business hours on Business Days; and
- (x) access to the Licensed Premises during business hours of the Building, being 8:00 AM to 4:00 PM Monday to Friday, and as otherwise mutually agreed upon by the parties;

(b) During the Term, the Licensor shall provide the following services at the Licensee's expense which fees shall be payable in addition to the Licence Fee and in the same manner as set forth at 16(c) within ten (10) days of receipt of an invoice with respect to same:

- (i) photocopying, scanning, printing and fax services at the Licensor's then prevailing rate for such service at the time requested by the Licensee.

(c) Notwithstanding this Section 17 of this Agreement, the Licensee covenants and agrees that the Licensor is not responsible to the Licensee or its employees, clients, agents and invitees for any failure or interruption of services provided under this Section 17, nor for any and all damages, losses, injuries, expenses, and costs arising therefrom, even if they are the result of the negligence of the Licensor or those for whom the Licensor is responsible for in law.

18. Major Damage or Destruction. If all or part of the Property is substantially damaged or destroyed to the extent that, in the Licensor's opinion, it cannot be rebuilt or repaired within 120 days or the Licensed Premises cannot be used for the Permitted Use, the Licensor shall have the right to terminate this Agreement on Ten (10) days prior written notice to the Licensee.

19. Insurance. The Licensee covenants and agrees to, at the Licensee's expense, obtain before the commencement of the Term and to maintain throughout the Term: commercial general liability insurance covering third party bodily injury (including death), personal injury, and property damage or loss that occurs at the Licensed Premises or the Property in connection with the Licensee's occupancy and use of and operations at the Licensed Premises or its use of the Building Common Areas; insurance covering loss of or damage to the Licensee's personal property at the Property from any reason; business interruption insurance; and such other insurance as reasonably required by the Licensor. All such Licensee's insurance shall be in amounts approved by the Licensor, include the Licensor and its mortgagee(s) as

additional insureds as their interests may appear, and contain cross-liability, severability, and waiver of subrogation clauses as reasonably required by the Licensor. The Licensee shall provide evidence of such insurance to the Licensor prior to the commencement of the Term and upon request by the Licensor from time to time during the Term.

20. Release. The Licensee hereby releases the Licensor from all liability (including, without limitation, claims and costs) for loss of, damage or injury (including bodily injury, personal injury, and death) to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities, arising from, connected to or resulting from: the Licensee's occupation, use and operations at the Licensed Premises, the Licensee's use of the Building Common Areas, the granting or exercise of the Licensee's rights or performance of its obligations under this Agreement, or a breach of this Agreement by the Licensee, whether or not the Licensee, Licensor or both has or is required under this Agreement to have insurance covering such loss, damage, or injury, and whether or not such loss, damage, or injury was caused by the Licensor's negligence or the negligence of the Licensor's representatives, employees, contractors or those for whom it is responsible for in law. Without limiting the foregoing, the Licensee agrees that the Licensor has no liability whatsoever to the Licensee for loss of or damage to the Licensee's property while such property is in the Licensed Premises or elsewhere on the Property resulting from theft or any other reason whatsoever, including, without limitation, from fire, floods, leaks, the interruption of any public utility or service, or similar perils, or the negligence of the Licensor or those for whom it is responsible for in law.

21. Indemnity. The Licensee hereby indemnifies the Licensor, its officers, directors, shareholders, representatives, agents, and employees and holds each and all of them harmless from and against any and all claims, costs and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any person's or entity's property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss, cost, or other liability arising from, in connection with, or resulting from the Licensor granting this Agreement, the exercise of the Licensee's rights or performance of its obligations under this Agreement, the use of the Licensed Premises or Building Common Areas by the Licensee or anyone that the Licensee is responsible for in law, and/or a breach of this Agreement by the Licensee, whether or not the Licensee, Licensor or both has or is required under this Agreement to have insurance coverage for such loss, damage, injury, claim, cost, or other liability and whether or not such loss, injury, damage, claim, cost or other liability was caused by the Licensor's negligence or the negligence of the Licensor's representatives, employees, contractors or those for whom it is responsible for in law.

22. Force Majeure. Notwithstanding any other provision in this Agreement, in the event that either the Licensor or the Licensee shall be unable to fulfill or shall be delayed or restricted from its performance of any term or obligation under this Agreement by reason of any Force Majeure Event, other than the Licensee's obligation to pay the Licence Fee or any other monies owed by the Licensee under this Agreement, such party shall, so long and to the extent that any such delay or restriction exists, be relieved from the performance of such obligation

and shall be granted a reasonable period of time to perform the obligation once the Force Majeure Event ceases to exist and the other party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort. For this Section 22 to apply, the party claiming it is delayed or restricted from performing any of its terms or obligations under this Agreement by reason of a Force Majeure Event shall give the other party written notice within Three (3) days of the commencement of the Force Majeure Event, explaining the Force Majeure Event, the term or obligation under this Agreement that is restricted or delayed from being performed because of the Force Majeure Event, and how long the delay or restriction on performance is expected to continue. In the event that the term or obligation under this Agreement that is restricted or delayed from being performed by a Force Majeure Event as set out in the notice remains uncured for a period of Ten (10) days following written notice under this Section 22, the Licensor may thereafter terminate this Agreement upon Five (5) days' prior written notice to the other party. Both the Licensor and Licensee acknowledge and agree that this Section 22 does not apply to the Licensee's obligations to pay the Licence Fee or other monies owed under this Agreement when due.

23. Transfers by Licensee. The Licensee covenants and agrees that it shall not assign, give as security, sublicense, or in another way transfer all or part of the Licence, this Agreement, or possession of all or part of the Licensed Premises, or change the ownership of the Licensee, without the prior written consent of the Licensor, which may be unreasonably withheld or delayed.

24. Subordination. The Licensee covenants and agrees that the Licence and this Agreement are automatically subordinate to all mortgages (including leasehold mortgages and freehold mortgages) of all or part of the Property regardless of when such mortgages are or were granted and registered and without the need to execute any further documentation to give effect to such subordination. The Licensor shall have the right to terminate this Agreement if this Agreement places the Licensor in default of a Licensor's mortgage of all or part of the Licensed Premises or Property.

25. Defaults. In addition to any other remedies the non-defaulting party has under this Agreement, at law, or in equity, upon a party committing an Event of Default, the other party may terminate this Agreement on Twenty (20) days' prior written notice to the defaulting party and pursue any other remedies available to the other party at law or in equity.

26. Registration. The Licensor and Licensee covenant and agree that this Agreement or notice of this Agreement shall not be registered on title to all or any part of the Property.

27. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified

or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 27):

To the Licensor:

Renfrew Town Hall
127 Raglan Steet S.
Renfrew, Ontario
Attn: Chief Administrative Officer

To the Licensee:

28. Time of the Essence. Time shall in all respects be of the essence of this Agreement.
29. Amendments. No amendment or modification of this Agreement shall be binding unless in writing and signed by the Licensor and Licensee.
30. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.
31. Enurement. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted assigns.
32. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in that Province.
33. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
34. Counterparts and Electronic Delivery. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of

a signature page to this Agreement by facsimile or by sending a scanned copy ("pdf") by email shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

**LICENSOR:
CORPORATION OF THE TOWN OF
RENFREW**

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Corporation

**LICENSEE:
RENFREW BUSINESS
IMPROVEMENT ASSOCIATION**

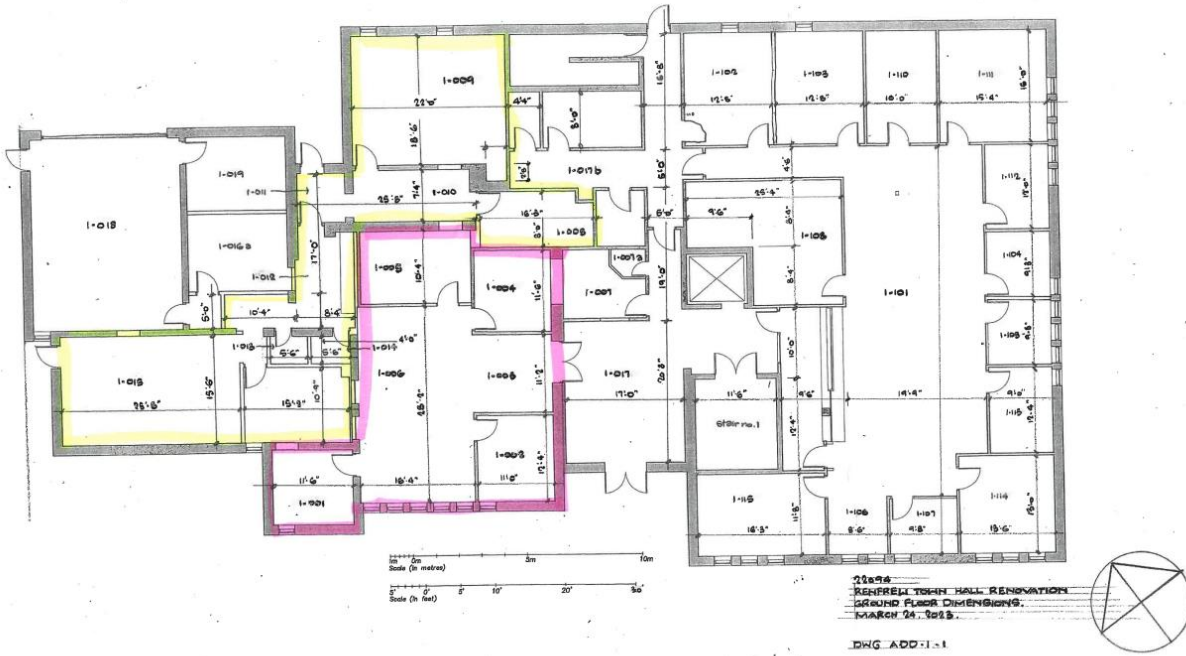
By: _____

Name:

Title:

I have authority to bind the Association

SCHEDULE A
Licensed Premises



SCHEDULE A

Rules

All licensees will be required to book the meeting rooms, conference rooms and cubicles/desk space in advance of their use thereof.

Meeting rooms, conference rooms, cubicles/desk space and common facilities/amenities are booked on a first come first serve basis. Licensor reserves the right to exercise discretion regarding bookings and to decline a booking in order to ensure all licensees receive equal or otherwise fair use of space(s). Use of meeting rooms may vary due to increase or decrease in licensees.

All licensees will be provided with a code/identification number that will be required to use the Licensor's Office Equipment for the purpose of allocating costs of use thereof.

The Licensed Premises is designed to be a shared/collaborative office space, therefore there will be natural sound migration from other office spaces in the Licensed Premises. Respect of others' privacy and need for reasonable sound levels is required.

Licensee employees, contractors, agents, representatives, and guests are required to clean up after themselves when using the common areas within the Building and the Licensed Premises, including but not limited to kitchen and washrooms. This means all dishes used are to be washed properly and returned to their cupboard. All garbage and food waste is to be disposed of in designated garbage/recycling bins provided.

With respect to the internet connectivity provided in the Building and in the Licensed Premises, licensees will not download any files or access any online content contrary to applicable laws; or download or stream content not appropriate for a shared professional workspace.

The sidewalks, entrances, elevators, stairways and corridors of the Building shall not be obstructed or used by the Licensee, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Licensed Premises.

The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Licensee by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.

The Licensee shall not perform any acts or carry on any activity which may damage the Licensed Premises or the common areas or be a nuisance to any other licensee.

No animals or birds shall be brought into the Building or kept on the Licensed Premises.

The Licensee shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Licensed Premises. No wires, pipes or conduits shall be installed in

the Licensed Premises. No broadloom or carpeting shall be affixed to the Licensed Premises by means of a non-soluble adhesive or similar products.

No one shall use the Licensed Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.

The Licensee must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the Building. The Licensee neglecting this rule will be responsible for any damage caused to the property of other licensees, or to the property of the Licensor, by such carelessness. The Licensee, when closing the Licensed Premises, shall close all windows and lock all doors.

The Licensee shall not without the express written consent of the Licensor, place any additional locks upon any doors of the Licensed Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Licensor, at the expense of the Licensee, and shall surrender to the Licensor on the termination of the Lease all keys of the Licensed Premises.

No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Licensed Premises or at the Property.

No bicycles or other vehicles shall be brought within the Licensed Premises or upon the Licensor's Property, including any lane or courtyard, unless otherwise agreed in writing.

Nothing shall be placed on the outside of windows or projections of the Licensed Premises. No air conditioning equipment shall be placed at the windows of the Licensed Premises without the consent in writing of the Licensor.

The Licensor reserves the right to restrict the use of the Building before 8:00 a.m. and after 4:00 p.m.

Canvassing, soliciting and peddling in the Building is prohibited.

The Licensee shall first obtain in writing the consent of the Licensor to any alteration or modification to the electrical system in the Licensed Premises and all such alterations and modifications shall be completed at the Licensee's expense by an electrical contractor acceptable to the Licensor.

The Licensee shall first obtain in writing the consent of the Licensor to the placement by the Licensee of any garbage containers or receptacles outside the Licensed Premises or Building.

The Licensee shall not install or erect on or about the Licensed Premises television antennae, communications towers, satellite dishes or other such apparatus.

The Licensor shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein and the same shall be kept and observed by the Licensee, his employees, agents, servants, contractors or invitees. The Licensor may from time to time

waive any of such rules and regulations as applied to particular licensees and is not liable to the Licensee for breaches thereof by other licensees.