

THIS INDENTURE made as of the 21st day of April, 2024

BETWEEN:

PLACE LAURIER LIMITED

(Hereinafter called the "Landlord")

OF THE FIRST PART

AND:

1595769 ONTARIO INC. (o/a eDecree)

(Hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants, conditions and agreements herein contained, the Landlord and the Tenant covenant and agree as follows:

1.00 LEASED PREMISES

The Landlord hereby leases to the Tenant all those premises consisting of approximately one thousand five hundred and ninety-seven (1,597) square feet of rentable area on the sixth (6th) floor, known as Suite 602 (herein called the "Leased Premises") of the building known municipally as 170 Laurier Avenue West (herein called the "Building") in the City of Ottawa, which said building is erected on the lands (herein called the "Lands") described in Schedule "A" annexed hereto. The Leased Premises are more particularly outlined on the floor plan annexed hereto and marked Schedule "B".

1.01 ADDITIONAL DEFINITIONS

For the purposes of this Lease and any additions or amendments thereto:

- (a) "Improvements" means all improvements located on the Lands, including the Building and other facilities and physical structures which are for the exclusive use of occupants of the Building;
- (b) "Tenant's Proportionate Share" means one point three four percent (1.34%).

2.00 TERM

To have and to hold the Leased Premises for and during the Term, (hereinafter called the "Term") of three (3) years to be computed from the 1st day of June, 2024 (the "Commencement Date"), and from thenceforth next ensuing and fully to be completed and ended on the 31st day of May, 2027.

2.01 INABILITY TO GIVE OCCUPANCY [INTENTIONALLY DELETED]

2.02 EARLY OCCUPANCY

If the Tenant occupies the Leased Premises prior to the Commencement Date, then during the period up to the Commencement Date the Tenant shall be a tenant of the Landlord subject to all the covenants, conditions and agreements set out in this Lease save and except for the payment of Monthly Rent and Additional Rent.

The parties confirm that the Tenant took possession of the Leased Premises pursuant to this Section on April 21, 2024.

2.03 OVERHOLDING

If the Tenant shall continue to occupy the Leased Premises after the expiration of this Lease with or without the consent of the Landlord and without any further written agreement, the Tenant shall be a monthly tenant at a rent equivalent to 125% of the Monthly Rent and Additional Rent hereby reserved and subject to all the terms and conditions herein set out except as to length of tenancy.

3.00 RENT - Basic Rent

In each year during the Term of this Lease the Tenant covenants and agrees to pay without any set-off or deduction whatsoever, except as provided for in this Lease, to the Landlord, as rent for the Leased Premises, and for the non-exclusive use of the common areas on the floor of the Building on which the Leased Premises are located, the following:

<u>Year</u>	<u>Rental Rate Per Square Foot Per Annum</u>	<u>Leased</u>	<u>Common Area</u>	<u>For Total Per Annum</u>
1	\$12.00	1,597 sq.ft.	Tenant's Proportion Included	\$19,164.00
2	\$13.00	1,597 sq.ft.	Tenant's Proportion Included	\$20,761.00
3	\$14.00	1,597 sq.ft.	Tenant's Proportion Included	\$22,358.00

herein called "Annual Rent".

3.01 MONTHLY RENTAL

The Annual Rent shall be payable in equal monthly instalments of one thousand five hundred and ninety seven dollars (\$1,597.00) for Year 1, one thousand seven hundred and thirty dollars and eight cents (\$1,730.08) for Year 2 and one thousand eight hundred and sixty three dollars and seventeen cents (\$1,863.17) for Year 3 (hereinafter called the "Monthly Rent") in advance on the first day of each calendar month during the Term. If the Term commences on any day other than the first (1st) or ends on any day other than the last of a calendar month, rent for the fraction of a month at the commencement and at the end of the Term shall be prorated at a rate per day equal to 1/365th of the Annual Rent payable. The Annual Rent and the Monthly Rent have been based on an annual rental rate of twelve dollars (\$12.00) per square foot for Year 1, thirteen dollars (\$13.00) per square foot for Year 2 and fourteen dollars (\$14.00) per square foot for Year 3.

3.02 ADDITIONAL RENT

The Tenant covenants to pay as additional rent all sums to be paid to the Landlord hereunder including, without limiting the generality of the foregoing, all tax on the Tenant's leasehold improvements, Goods and Services Tax and the Tenant's Proportionate Share of the Tax, Landlord's Business Tax, and Operating Costs (herein called "Additional Rent").

3.03 ESTIMATED ADDITIONAL RENTALS

During the Term, the Tenant shall pay to the Landlord monthly in advance on the 1st day of each and every month during the Term, one-twelfth (1/12) of the amount of such annual Additional Rent as reasonably estimated by the Landlord to be due from the Tenant. Such estimates may be adjusted from time to time and re-adjusted by the Landlord and the Tenant shall pay to the Landlord monthly instalments of Additional Rent according to such estimates, as so adjusted.

The Landlord has estimated that the Tenant's obligations in respect of Additional Rent for the year 2024 will be approximately seventeen dollars and ninety five cents (\$17.95) per square foot of rentable area of the Leased Premises. It is understood that this is a *bona fide* estimate made by the Landlord as of the date hereof, but that it is not intended to be relied upon by the Tenant, is not binding and does not impose liabilities on the Landlord and does not affect the Tenant's obligations hereunder.

3.04 DEFICIENCY OF ADDITIONAL RENT

If the aggregate amount of such estimated Additional Rent payments made by the Tenant in any year should be less than the Additional Rent due for such year, then the Tenant shall pay to the Landlord as Additional Rent within twenty (20) days of receipt of notice thereof from the Landlord the amount of such deficiency.

3.05 EXCESS OF ADDITIONAL RENTAL INSTALMENTS

If the aggregate amount of such Additional Rent payments made by the Tenant in any year of the Term should be greater than the Additional Rent due for such year, then should the Tenant not be otherwise in default hereunder, the amount of such excess will be applied by the Landlord to the next succeeding instalments of such Additional Rent due hereunder; and if there be any such excess for the last year of the Term, the amount thereof will be refunded by the Landlord to the Tenant within thirty (30) days after the completion of the Landlord's year-end audit provided the Tenant is not otherwise in default under the terms of the Lease.

3.06 PRO-RATING OF ADDITIONAL RENT

If only part of any calendar year is included within the Term the amount of the Additional Rent payable by the Tenant for such partial year shall be prorated and shall be based upon the estimates made by the Landlord and upon a final determination of such Additional

Rent, the amount remaining unpaid at the termination of this Lease shall, notwithstanding such termination, be adjusted and paid within a reasonable time thereafter.

3.07 PREPAYMENT OF ADDITIONAL RENT

Notwithstanding the foregoing, if the Landlord is required to pay any amount, which it is entitled to collect from the tenants of the Building, more frequently than provided for in this Lease or if the Landlord is required to prepay any such amount, the Tenant shall pay to the Landlord its portion of such amount calculated in accordance with this Lease, within twenty (20) days of written notice from the Landlord of such amount.

3.08 DISPUTE AS TO AMOUNT OF ADDITIONAL RENT

In the event of any dispute by the Tenant as to the amount of any Additional Rent claimed by the Landlord or the amount of the Tenant's Proportionate Share thereof, the opinion of the Landlord's auditors shall be conclusive and binding as to the amount thereof for any period to which the opinion relates.

3.09 POST-DATED CHEQUES

Monthly Rent and Additional Rent shall be paid by a direct deposit system whereby the payment of Monthly Rent and Additional Rent will be deposited directly into the Landlord's bank account, for an amount equal to the amount of Monthly Rent and the Additional Rent (as estimated by the Landlord) payable in each month of such Lease Year, provided that the first such payment is to include also any pro-rated Monthly Rent and Additional Rent for the period from the date of the commencement of the Term to the first day of the first full calendar month in the Term, provided further that the obligation in the first Lease Year shall be adjusted to take into account all advance rental paid hereunder.

3.10 ADVANCE RENTAL

The Landlord hereby acknowledges that the Tenant has delivered to the Landlord the **sum of nine thousand three hundred and eight dollars and seventy-eight cents (\$9,308.78)** to be held without interest and applied against the first and last months' Monthly Rent and Additional Rent.

3.11 MANNER AND PLACE OF PAYMENT OF RENT

All rent shall, until further written notice is received from the Landlord, be paid by the Tenant without any prior demand therefor to the Landlord c/o Glenview Management Limited, at par in the City of Ottawa at the principal office of Glenview Management Limited, 190 O'Connor Street, 11th Floor, Ottawa, Ontario, K2P 2R3, or at such other place in Canada as Glenview Management Limited may designate in writing from time to time and shall be payable in lawful money of Canada. The Landlord agrees that payments made to Glenview Management Limited pursuant to this Lease shall be deemed to be payments made to the Landlord and the Tenant shall not be required to see to the application thereof.

3.12 DEFAULT

Any sums received by the Landlord from or for the account of the Tenant when the Tenant is in default hereunder may be applied at the Landlord's option to the satisfaction, in whole or part, of any of the obligations of the Tenant then due hereunder in such manner as the Landlord sees fit, and regardless of any designation or instructions of the Tenant to the contrary.

3.13 ACCRUAL OF RENT

Rent shall be considered as annual and accruing from day to day, and where it becomes necessary for any reason to calculate such rent for an irregular period of less than one (1) year an appropriate apportionment and adjustment shall be made. Where the calculation of any Additional Rent is not made until after the termination of this Lease, the obligation of the Tenant to pay such Additional Rent shall survive the termination of this Lease and such amounts shall be payable by the Tenant upon demand by the Landlord.

3.14 NET LEASE

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not be responsible during the Term for any costs, charges, expenses or outlays of any nature whatsoever arising from or relating to the Leased Premises, whether foreseen or unforeseen and whether or not within the contemplation of the parties at the commencement of the Term except as shall be otherwise expressly provided for in this Lease and other than Income Tax due by the Landlord, the Tenant shall be responsible for any business transfer tax, value added tax, multi-stage sales tax, goods and services tax or any other supplemental or replacement tax or levy on rental income, or harmonization of any tax or levy on rental income that may be charged, levied or assessed by any government or other applicable taxing authority against the Landlord whether known as a goods and services tax or any other name ("Goods and Services Tax").

4.00 TENANT'S BUSINESS TAX

In each and every year during the Term the Tenant covenants to pay and discharge prior to the same becoming due and payable all taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against or in respect of the Tenant's use and occupancy of the Leased Premises or in respect of the Tenant's leasehold improvements, equipment, machinery, trade fixtures and facilities situate or installed on or in the Leased Premises and every tax and licence fee in respect of any and every business carried on in the Leased Premises or in respect of the use or occupancy thereof by the Tenant (and any and every subtenant, licensee or occupant thereof) whether such taxes, rates, duties, assessments and licence fees are charged by any municipal, parliamentary, school or other body during the term hereby demised. The Tenant will indemnify and keep indemnified the Landlord from and against payment of all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, assessments, licence fees, and any and all taxes which may in future be levied or charged in lieu of such taxes

against the Tenant's business in the Leased Premises; and any such loss, costs, charges and expenses suffered by the Landlord, except to the extent caused by the Landlord's delay, may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears. The Tenant further covenants and agrees that upon written request of the Landlord, the Tenant will promptly deliver to the Landlord for inspection receipts in the possession of the Tenant for payment of all such taxes, rates, duties, assessments, licence fees and other charges in respect of all improvements, equipment and facilities of the Tenant on or in the Leased Premises or in respect of any business carried on in the Leased Premises which were due and payable up to one (1) month prior to such request.

4.01 LANDLORD'S BUSINESS TAX

In the event that there are any taxes, rates, duties, assessments or charges levied, rated, charged or assessed against the Landlord by any municipal or other governmental authority with respect to the Landlord's use or occupancy of any part of the Building or the Land which the Tenant is entitled to use in common with other persons or with respect to any other part of the Building which the Landlord uses or occupies for the purpose of supplying services to the Leased Premises (such taxes, rates, duties, assessments or charges hereinafter called the "Landlord's Business Tax"), then it is agreed that in addition to all other sums, the Tenant is required to pay pursuant to this Lease, the Tenant shall pay to the Landlord as Additional Rent, the Tenant's Proportionate Share of such Landlord's Business Tax. Notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible for income taxes, capital taxes or any other taxes personal to the Landlord and same shall not be charged to the Tenant as Landlord's Business Tax or Tax or Additional Rent.

4.02 TAX ON TENANT'S LEASEHOLD IMPROVEMENTS

The Tenant shall pay to the Landlord as Additional Rent, in respect of each applicable tax year, an amount equal to that portion of the Tax for such tax year, as determined by the Landlord, acting reasonably and equitably, which may reasonably be regarded as being attributable to the fixtures, improvements, installations, alterations, additions and equipment from time to time made, erected or installed by or on behalf of the Tenant in the Leased Premises.

4.03 PROPERTY TAX

"Tax" in this Lease means an amount equivalent to all taxes, rates, duties, levies and assessments whatsoever levied, rated, charged or assessed by any municipal, parliamentary, educational, school or other governmental authority charged upon the Building, the Lands, the property and all improvements now or hereafter appurtenant thereto or upon the Landlord on account thereof including all taxes, rates, duties, levies and assessments for local improvements and including any tax which has been attracted by the Tenant's leasehold improvements and equipment and for which the Tenant is responsible hereunder and excluding any portion of Tax payable solely by any other tenant and excluding any Tax charged against or applicable to the other office buildings constructed

on the Lands and any parking spaces (excluding visitor parking) applicable to such buildings and excluding such taxes as corporate income, capital gains, profits or excess profits, taxes assessed upon the income of the Landlord, and shall also include any and all taxes which may in future be levied in lieu of Tax as hereinbefore defined.

4.04 ALLOCATION OF TAX

The Tenant shall pay its Tenant's Proportionate share of Tax assessed against the Building.

4.05 SEPARATE SCHOOL TAXES

If the Tenant or any subtenant or licensee of the Tenant or any occupant of the Leased Premises shall elect to have the Leased Premises or any part thereof assessed for separate school taxes, the Tenant shall pay to the Landlord, as additional rent, as soon as the amount of the separate school taxes is ascertained, any amount by which the amount of separate school taxes exceeds the amount which would have been payable for Tax had such election not been made and if the Tenant or any subtenant or licensee of the Tenant shall elect to have the Leased Premises or any part thereof assessed for separate school taxes as aforesaid and if such separate school taxes are less than the taxes which would have been payable for school taxes had such election not been made, then and in that event, the Tenant shall be entitled to deduct from the rent for the first month of the year following which such taxes were payable, the amount by which the separate school taxes were less than the amount which would have been payable for school taxes in the year prior to such month.

4.06 TAX APPEAL

Any reasonable expense incurred by the Landlord in obtaining or attempting to obtain a bona fide reduction in the amount of the Tax or the assessment upon which the Tax may be based, shall be added to and included in the amount of the Tax and if the Tenant shall have paid its Proportionate Share of the Tax and the Landlord shall thereafter receive a refund of any portion of the Tax, the Landlord shall make an appropriate refund to the Tenant.

4.07 CAPITAL TAX

“Capital Tax” means any and all tax or excise imposed or capable of being imposed upon the Landlord by any government authority having jurisdiction which is measured or based in whole or in part upon the taxable capital or paid-up capital employed by the Landlord (“taxable capital”), which taxable capital shall be deemed to be the cost to the Landlord of said Building and Lands computed as if the amount of any such tax were that amount due if the Building and the Lands were the only property of the Landlord, the Landlord was entitled to no capital deduction, investment allowance or any other deduction whatsoever. For the purpose of this paragraph the Term “investment allowance” and “capital deduction” shall be defined by reference to the applicable taxing statute.

5.00 OPERATING COSTS

“Operating Costs” in this Lease means, without duplication or profit, the total charges, expenses, costs, fees, rentals, disbursements or outlays incurred, accrued, paid whether by the Landlord or others on behalf of the Landlord for complete repair, maintenance, operation, cleaning and management of the Building, Lands and all the improvements thereon and the components of each of them (herein collectively called the “Property”) such as are in keeping with maintaining the standard of a first class commercial Property so as to give it high character and distinction as it exists on the date of this Lease; and including, without limiting the generality of the foregoing, the cost of all repairs and replacements required for such operation and maintenance, the cost of maintaining, repairing and replacing the electrical, plumbing, heating, air-conditioning, ventilating and mechanical systems and equipment in the Building; the cost of operating and maintaining any elevators, (including the cost of service contracts); the costs of providing hot and cold water; the costs of providing electricity not otherwise chargeable to tenants; the costs of all fuel, gas and steam used in heating, ventilating and air-conditioning; the cost of energy conservation devices or equipment which otherwise reduce Operating Costs; the cost of snow removal; landscape maintenance including the cost of replacing any landscaping on the Lands; the cost of window cleaning; the cost of insurance premiums for fire, casualty, liability, rental and any other insurance coverage maintained by the Landlord in connection with the Property (provided same is commonplace for similar buildings); telephone and other utility costs; the reasonable amount paid or payable for all salaries, wages and benefits and other payments paid to or on behalf of persons engaged in the cleaning, supervision, maintenance and repair of the Property (including wages of the on site Property Manager); the cost of accounting services necessary to prepare the statements and opinions for the tenants and to compute the rents and other charges payable by the tenants of the Building and the reasonable cost of collecting and enforcing payment of all amounts payable by the tenants; the cost of porters, guards and other protection services; the cost of providing security services; the cost of garbage or refuse removal from the Building not otherwise chargeable to tenants; the cost of repair and maintenance of the roadways, curbs, paving, walkways, pools, landscaping, lighting and other common facilities and outside areas; cost of services provided for the common use of the tenants; building management (not exceeding the going rate charged by property management companies for building management in the City of Ottawa for similar buildings); the cost of service contracts with independent contractors and all other expenses, paid or payable by the Landlord in connection with the operation of the Property together with an administration fee equal to fifteen percent of Operating Costs (excluding taxes, utilities, insurance, and depreciation/amortization), but such Operating Costs shall not include any interest on any debt or capital; retirement of any debt; any amounts directly chargeable by the Landlord to any tenant or tenants of the Building and the cost of any repairs paid for by insurance proceeds or for which the Landlord was reimbursed by insurance proceeds. Any Operating Costs which are considered to be capital costs in accordance with generally accepted accounting principles shall be amortized over their useful life and only charged on such amortized basis.

Notwithstanding the foregoing, in determining Operating Costs, the cost of the following shall be excluded or deducted, as the case may be:

- (i) initial capital costs of constructing the Building;
- (ii) capital debt and interest on capital;
- (iii) ground rent (if any);
- (iv) costs incurred by the Landlord in leasing and preparing rentable premises in the Building for lease, including brokerage commissions, advertising or promotion costs due to leasing, and tenant inducement or allowance payments
- (v) the cost of any additional service provided exclusively to other individual tenants in the Building;
- (vi) net recoveries by the Landlord in respect of warranties or guarantees and insurance claims to the extent (but only to the extent) that the repair costs in respect of the work covered by such warranties or guarantees or insurance claims have been charged as Operating Costs;
- (vii) any costs of a capital nature except to the extent amortized over the useful life of the item in question;
- (viii) the amount, if any, by which the aggregate of any and all fines and penalties resulting from the violation by Landlord of any applicable laws and costs incurred in respect of work on the Building made necessary by Landlord's non-compliance with or violation of such applicable laws exceeds the aggregate of the Operating Costs that would have been incurred by Landlord had it complied with all such applicable laws at the relevant time;
- (ix) costs, fines, interest, penalties, legal fees or other costs of litigation incurred due to the late payment of Tax, utility bills and other costs incurred by Landlord's failure to make such payments when due so long as such failure was not caused by a default of Tenant and so long as Landlord is not bona fide withholding payment as a result of a contestation or appeal of same;
- (x) the cost of constructing additional leasable areas;
- (xi) costs of enforcing the collection of rents or any other obligation of a tenant of leasable area in the Building; and
- (xii) costs incurred in connection with the removal or containment of any hazardous substances. To the extent Tenant is responsible for same pursuant to this Lease, such costs shall be charged to Tenant as Additional Rent. To the extent Landlord is responsible for same, such costs shall be the responsibility of Landlord and shall be excluded from Operating Costs.

5.01 ALLOCATION OF OPERATING COSTS

In determining the Operating Costs attributable to the Building, the Landlord shall have the right from time to time to reasonably and equitably allocate and re-allocate such Operating Costs which represent operating costs incurred for facilities or services shared by the Building and such other office buildings as are constructed on the Lands and which are not charged or allocated separately against the Building and any such other building or buildings on the Lands. Any such determination made by the Landlord shall be binding upon the Tenant unless shown to be unreasonable or erroneous in some substantive respect. The Tenant shall have the right to reasonable access to the books and records of the Landlord to conduct an examination and to ascertain whether allocations of Operating

Costs and Additional Rent made by the Landlord have been made reasonably in accordance with Section 3.08 of this Lease.

5.02 FULL OCCUPANCY

If in any year the Building has not been fully occupied for the whole year, the amount of the Operating Costs for such year may be adjusted by the Landlord, acting reasonably and equitably, to an amount which reflects what the amount of the Operating Costs would be if the Building had been fully occupied for the whole year.

5.03 USE OF ELECTRICITY

The Tenant's use of electricity in the Leased Premises shall be for the operation of office lighting and business machines, such as typewriters, desktop computers and other small office machines and shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Leased Premises. In order to ensure that such capacity is not exceeded and to avert possible adverse effect upon the Building's electrical service, the Tenant shall not, without the Landlord's prior written consent, not to be unreasonably withheld, in each instance, connect any additional fixtures, appliances or equipment (other than normal office electrical fixtures, lamps, typewriters and similar small office machines) to the Building's electric distribution system or make any alteration or addition to the electrical system of the Leased Premises existing at the commencement of the Term. If the Landlord grants such consent, the cost of all additional risers and other equipment required therefor shall be paid as Additional Rent by the Tenant to the Landlord upon demand.

5.04 METERS

The Landlord shall pay for any additional metering which may be required by the Landlord to be installed in the Building for the purpose of determining the amount of electricity consumed by the Tenant in the Leased Premises.

6.00 ASSIGNING OR SUBLETTING

The Tenant covenants that it will not assign or sublet the Leased Premises or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary in this Lease, so long as the Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, the Tenant shall have the right, without the Landlord's consent, to assign this Lease or sublease the Leased Premises to: (i) any corporation which is an affiliate (within the meaning of the *Canada Business Corporations Act*) of the Tenant; or (ii) a corporation formed as a result of a merger or amalgamation (within the meaning of the *Canada Business Corporations Act*) of the Tenant with other entities; or (iii) the acquirer of the Tenant's business in the Leased Premises.

6.01 REQUEST TO ASSIGN OR SUBLET

If the Tenant requests the Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Leased Premises, the Tenant shall submit to the Landlord the name and address of the proposed assignee or subtenant together with a copy of an offer or agreement to assign or sublet or the sublease or assignment and such additional information as to the nature of its business and its financial responsibility and standing (including financial statements) as the Landlord may reasonably require (the "Required Information").

6.02 LANDLORD'S RIGHT TO CANCEL – INTENTIONALLY DELETED

6.03 ASSIGNMENT/SUBLET AGREEMENT

The Landlord's consent to any assignment or sublet may be conditional upon the assignee entering into an agreement in form and content satisfactory to the Landlord, to perform, observe and keep each and every covenant, condition and agreement in this Lease on the part of the Tenant to be performed, observed and kept including the payment of rent and all other sums and payments agreed to be paid or payable under this Lease on the days and times and in the manner specified.

6.04 CONSENT NOT TO RELEASE TENANT

In no event shall any assignment or subletting to which the Landlord may have consented release or relieve the Tenant from his obligations fully to perform all the terms, covenants and conditions of this Lease to be performed. However, the Tenant (i.e., the transferor) shall not be bound by any amendments to this Lease to which it is not a signatory.

6.05 CHANGE IN CORPORATE CONTROL – INTENTIONALLY DELETED

6.06 NOTICE OF CHANGE OF CONTROL – INTENTIONALLY DELETED

6.07 COST OF CONSENT

The Tenant further agrees that prior to any consent for assignment, subletting or change in control being effective and binding upon the Landlord, the Tenant shall pay on demand the Landlord's reasonable costs (including the Landlord's own administrative costs) incurred in connection with the Tenant's request for such consent.

7.00 TENANT'S COVENANTS

The Tenant further covenants with the Landlord as follows:

7.01 TENANT REPAIRS

Subject to Section 8.04, to repair, maintain and keep the Leased Premises and all trade fixtures and improvements therein in good and substantial repair subject only to defects in construction of the structural members of the Building, reasonable wear and tear and

damage by fire, lightning and tempest or other casualty against which the Landlord is insured (herein collectively referred to as "Tenant Repair Exceptions"); and that the Landlord may enter and view state of repair, upon at least two (2) business days' prior written notice (except in the case of emergency), and that the Tenant will repair according to notice in writing, except for Tenant Repair Exceptions and that the Tenant will leave the Leased Premises in good repair, except for Tenant Repair Exceptions. Notwithstanding anything hereinbefore contained, the Landlord may in any event make repairs to the Leased Premises after any applicable notice and cure period if such repairs are, in the Landlord's opinion, necessary for the protection of the Building and the Tenant covenants and agrees with the Landlord that if the Landlord exercises any such option to repair, the Tenant will pay to the Landlord together with the next instalment of Monthly Rent which shall become due after the exercise of such option all sums which the Landlord shall have expended in making such repairs and that such sums, if not so paid within such time, shall be recoverable from the Tenant as rent in arrears. The Landlord shall provide the Tenant with reasonable backup such as receipts and invoices of such repairs. Provided further that in the event that the Landlord from time to time makes any repairs as hereinbefore provided, the Tenant shall not be deemed to have been relieved from the obligation to repair and leave the Leased Premises in a good state of repair.

7.02 RULES AND REGULATIONS

That the Tenant and his employees and all persons visiting or doing business with him on the Leased Premises shall be bound by and shall observe rules and regulations annexed hereto or as may hereafter be reasonably set by the Landlord of which notice in writing shall be given to the Tenant and upon such notice being delivered all such rules and regulations shall be deemed to be incorporated into and form part of this Lease. Such rules and regulations shall not be inconsistent with nor derogate from the terms of this Lease and in any event shall apply equally to all tenants of the Building and be non-discriminatory in their application.

7.03 USE OF PREMISES

The Leased Premises shall be used only for general business office purposes.

7.04 INCREASE IN INSURANCE PREMIUMS

That it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by any insurance policy in force from time to time covering the Building including any regulations made by any fire insurance underwriters applicable to such policies. In the event the Tenant's occupancy or conduct or business in, or on the Leased Premises, whether or not the Landlord has consented to the same, results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Building, the Tenant shall pay any such increase in premiums as Additional Rent within twenty (20) days after bills for such additional premiums shall be rendered by the Landlord. In determining whether increased premiums are a result of the Tenant's use or occupancy of the Leased Premises, a schedule issued by the organization computing the insurance rate on the Building showing the various components of such rate, shall be

conclusive evidence of the several items and charges which make up such rate. The Tenant shall promptly comply with all reasonable requirements of the insurance authority or of any insurer now or hereafter in effect relating to the Leased Premises.

7.05 CANCELLATION OF INSURANCE

If any policy of insurance upon the Building or any part thereof or upon the Lands or any part thereof shall be cancelled or rendered voidable by the insurer by reason of any act, omission or occupation of the Leased Premises or any part thereof by the Tenant, any assignee or subtenant of the Tenant or by anyone permitted by the Tenant to be upon the Leased Premises, and the Tenant, after receipt of notice from the Landlord, shall have failed to within two (2) business days of notice from the Landlord reinstate such insurance policies or avoid cancellation of such insurance policies, the Landlord may at its option, following the expiration of any notice and cure period set out in this Lease, determine this Lease forthwith by leaving upon the Leased Premises notice in writing of its intention so to do and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid in full to the date of such determination and the Tenant shall immediately deliver up possession of the Leased Premises to the Landlord and the Landlord may re-enter and take possession of the same or the Landlord shall pay any increased cost of such insurance and the Tenant shall pay as Additional Rent, on demand, the amount by which the premiums for such insurance are so increased.

7.06 OBSERVANCE OF LAW

To comply promptly at its own expense with all provisions of law including without limitation, federal and provincial legislative enactments, building by-laws, and any other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Leased Premises, and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Leased Premises. And to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authorities or made by fire insurance underwriters, and to observe and obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Leased Premises. Provided that in default of the Tenant so complying the Landlord may at its option where possible comply with any such requirement and the cost of such compliance shall be payable on demand by the Tenant to the Landlord as Additional Rent.

7.07 WASTE AND OVERLOADING OF FLOORS

Not to do or suffer any waste or damage, disfiguration or injury to the Leased Premises or the fixtures and equipment thereof or permit or suffer any overloading of the floors thereof; and not to place therein any safe, heavy business machine or other heavy thing without first obtaining the consent in writing of the Landlord; and not to use or permit to be used any part of the Leased Premises for any dangerous, noxious or offensive trade or business and not to cause or permit any nuisance in, at or on the Leased Premises; and without the prior consent in writing of the Landlord, the Tenant will not bring onto or use in the Leased Premises or permit any person subject to the Tenant to bring onto or use on the Leased

Premises any fuel or combustible material for heating, lighting or cooking nor will it allow onto the Leased Premises any stove, burner, apparatus or appliance (save and except for a microwave, kettle and coffee machine, which are all permitted) for utilizing the same and the Tenant will not purchase, acquire or use electrical current or gas for consumption on the Leased Premises except from such supplier thereof as shall have been approved in writing by the Landlord.

7.08 INSPECTION

To permit the Landlord, its servants or agents to enter upon the Leased Premises during normal business hours upon at least two (2) business days' prior written notice (except in the case of emergency) for the purpose of inspection and of making repairs, alterations or improvements to the Leased Premises or to the Building and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants or agents may during normal business hours upon at least two (2) business days' prior written notice (except in the case of emergency) enter upon the Leased Premises to remove any article or remedy any condition which, in the opinion of the Landlord, reasonably arrived at, would lead to cancellation of any policy of insurance and such entry by the Landlord shall not be deemed to be a re-entry.

Notwithstanding anything to the contrary in this Lease, the Landlord acknowledges and agrees that the Tenant's business requires rigorous security and accordingly, save for emergencies, neither the Landlord nor anyone under the Landlord's control (including, without limitation, cleaners) will be permitted access to the Leased Premises after 4 PM daily or during any other times that the Tenant is not available to supervise.

7.09 INDEMNITY TO LANDLORD

To promptly indemnify and save harmless the Landlord for any and all liabilities, damages, costs, claims, suits or actions of any nature or kind including the full cost to the Landlord in resisting or defending the same to which the Landlord shall or may become liable or suffer, arising out of or by reason of:

- (a) any breach, violation or non-performance by the Tenant of any of its covenants and obligations under this Lease;
- (b) any damage to property while said property shall be in or about the Leased Premises including the systems, furnishings and amenities thereof, as a result of the negligence, misuse or wilful act of the Tenant, its invitees, licensees, agents, servants or employees; and
- (c) any injury to any invitee, licensee, agent, servant or employee of the Tenant, including death resulting at any time therefrom, occurring on or about the Leased Premises, the Property or the Lands;

and this indemnity shall survive the expiry or sooner determination of this Lease.

7.10 DAMAGE BY TENANT

That if the Building including the Leased Premises, the elevators, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating, ventilating or air-conditioning the Building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside walls or other parts of the Building will not function properly or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, or of any of its invitees, licensees, agents, servants, employees, clients, customers or contractors, or through it or them in any way stopping up or injuring any heating, ventilating or air-conditioning apparatus, elevators, water pipes, drainage pipes or other equipment or parts of the Building, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid forthwith on demand to the Landlord as Additional Rent.

7.11 TENANT INSURANCE

- (a) To maintain in force during currency of this Lease at the Tenant's expense insurance policies to cover the following:
 - (i) comprehensive general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) (including bodily injury and property damage, tenant's legal liability, cross liability and contractual liability) to cover all responsibilities assumed by the Tenant with respect to the use or occupancy of and the business carried on, in or from the Leased Premises, in amounts acceptable to the Landlord;
 - (ii) all risk insurance covering leasehold improvements made or installed by or on behalf of the Tenant in an amount equal to the full replacement value thereof; and
 - (iii) any other insurance that the Landlord (or the Landlord's mortgagee, if any) may reasonably require from time to time in form and amounts and for insurance risks against which a prudent Tenant would protect itself;
- (b) That all Tenant's insurance required hereunder shall be with insurers approved by the Landlord, acting reasonably, and upon terms and conditions which comply with the requirements of this Lease and are otherwise reasonably satisfactory to the Landlord. At all times throughout the Term, the Tenant shall provide evidence to the Landlord of insurance coverage which complies with the requirements of this Lease, such evidence to include certificates of insurance. The parties confirm that the Tenant provided satisfactory proof of insurance upon taking possession of the Leased Premises on April 21, 2024;
- (c) That all policies of insurance to be maintained by the Tenant shall, in the case of general liability insurance, include the Landlord and its property manager (and, where applicable, the Landlord's mortgagee) as additional insured and, in the case of all other insurance coverage, contain a waiver by the insurer and Tenant of any rights of subrogation or indemnity or any other claim to which the insurer might

otherwise be entitled against the Landlord (and mortgagee) or the agents or employees of the Landlord, including its property manager. All such insurance policies shall also contain a provision prohibiting the insurer from cancelling the insurance coverage without first giving the Landlord thirty (30) days prior written notice thereof;

- (d) That if the Tenant fails to take out or maintain in force such insurance, the Landlord may, following the expiration of any notice and cure period set out in this Lease, take out the necessary insurance and pay the premium therefor and the Tenant shall pay to the Landlord the amount of such premium promptly on demand as Additional Rent; and
- (e) That if both the Landlord and the Tenant have claims to be indemnified under any such insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

7.12 NO ABATEMENT OF RENT

That there shall be no abatement or reduction of rent, save and except as set out in this Lease, and that the Landlord shall not be liable for any damage howsoever caused to property of the Tenant or of any person subject to the Tenant which is in or upon or being brought to or from the Leased Premises or the Building or for personal injury (including death) sustained in any manner by the Tenant or any person subject to the Tenant while the Tenant or any such person is on or upon entering or leaving the Leased Premises or Building unless such property damage or personal injury may have been attributable to fault or neglect on the part of the Landlord or of any person for whom the Landlord is at law responsible, and that the Tenant will indemnify and save harmless the Landlord from and against all claims and demands made against the Landlord by any person for or arising out of any such property damage or personal injury.

7.13 EXHIBITING PREMISES

To permit the Landlord or its agents or servants to enter and show the Leased Premises upon at least two (2) business days' prior written notice, during normal business hours, to prospective purchasers of the Building and may after notice of termination of this Lease has been given or within the last six (6) months of the Term, enter and show the Leased Premises to prospective tenants and erect signs stating that the premises are "To Let".

7.14 TENANT MAINTENANCE

Subject to Section 8.04, that the Tenant will maintain in good repair all plate and window glass, all electrical fixtures, outlets and wiring, all plumbing and plumbing fixtures, all heating equipment and all water and gas piping and outlets within the Leased Premises (and only to the extent such systems exclusively serve the Leased Premises) and that he will make good any damage caused by or resulting from breakage of glass, interference with the electrical, plumbing, heating, water or gas systems of the Building or misuse of any of the equipment, outlets, piping or wiring of any such system by the Tenant or any person subject to the Tenant and the Tenant agrees that he shall prior to taking possession

of the Leased Premises inspect the entire Leased Premises and shall be satisfied they are clean and in good order and in a good state of repair, and that all plate and window glass is whole and that the sanitary arrangements in the Building are in satisfactory condition.

7.15 SIGNS

The Tenant shall not paint, display, inscribe or place any sign, symbol, notice or lettering of any kind anywhere outside the Leased Premises or within the Leased Premises so as to be visible from the outside of the Building or the common areas thereof with the exception only of an identification sign at the entrance to the Leased Premises (which sign shall be subject to the Landlord's written approval not to be unreasonably withheld as to size, design and location) and the Tenant's name on the directory listing (if any) in the main lobby of the Building, both at the Landlord's sole expense.

7.16 NAME OF BUILDING

Not to refer to the Building by any name other than that designated from time to time by the Landlord and the Tenant shall use the name of the Building for the business address of the Tenant but for no other purpose.

7.17 DELIVERIES

The Tenant shall receive, ship, take delivery of and allow and require suppliers or others to deliver or take delivery of merchandise, supplies, fixtures, equipment, furnishings, wares or merchandise only through the loading entrance and other facilities provided for that purpose and at the times set by the Landlord, acting reasonably.

7.18 NOTICE OF DAMAGE

To notify the Landlord promptly of any damage to or defect in the Leased Premises or the Building or any part thereof including any electrical, plumbing, heating, ventilating, air-conditioning, water, sprinkler or gas systems or equipment, or the water pipes, gas pipes, telephone lines or electrical apparatus within or leading to the Leased Premises, and in case of fire to give immediate notice thereof to the Fire Department.

7.19 ALTERATIONS, ETC.

The Tenant will not make, or erect in or to, or remove from the Leased Premises any installations, alterations, additions or partitions or remove or change the location or style of any equipment, outlets, piping or wiring relating to the electrical, plumbing, water, gas, air-conditioning, heating or ventilating systems without submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which shall not be unreasonably withheld. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications submitted as aforesaid. The Tenant's request for such consent shall be in writing and accompanied by an adequate description of contemplated work and with appropriate working drawings and specifications thereof. The Landlord's reasonable cost of having its architects or engineers examine such drawings and specifications shall be

payable by the Tenant. The Landlord may require, acting reasonably, that any and all work be performed by the Landlord's contractors or workmen or by contractors or workmen engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose and subject to inspection by and reasonable supervision of the Landlord (including a supervision fee to be paid by the Tenant to the Landlord equal to fifteen percent (15%) of the total cost of such work). The Landlord may at its option require that only the Landlord's contractors be engaged for any mechanical, electrical, plumbing, structural or sprinkler work to be done in the Leased Premises. Any work performed by or for the Tenant shall be performed by competent workmen. The cost of all such work and of all materials, labour and services involved therein and of all services, necessitated thereby shall be at the sole cost and expense of the Tenant and shall be completed in a good and workmanlike manner and with reasonable diligence in accordance with the description of the work approved by the Landlord. Any such alterations, additions, and fixtures shall, when made or installed, be and become the property of the Landlord without payment being made therefor; provided that upon the determination of this Lease the Tenant shall not be required to remove any leasehold improvements in the Leased Premises or restore the Leased Premises to its original condition.

7.20 CONSTRUCTION LIENS

The Tenant covenants that he will not suffer or permit during the Term hereof any construction or other liens for work, labour, services or material ordered by him or for the cost of which he may be in any way obligated to attach to the Leased Premises or the Building or the Land and that whenever and so often as any such liens shall attach or claims therefor shall be filed, the Tenant shall within twenty (20) days after the Tenant has notice of the claim for lien, procure the discharge thereof by payment or by giving security or in such manner as is or may be required or permitted by law.

7.21 SECURITY – INTENTIONALLY DELETED

8.00 LANDLORD'S COVENANTS

The Landlord further covenants with the Tenant:

8.01 QUIET ENJOYMENT

The Landlord covenants with the Tenant that if the Tenant pays the Annual Rent, Additional Rent and all other sums reserved herein and observes and performs the covenants, conditions and agreements set out in this Lease, the Tenant shall and may peaceably possess and enjoy the Leased Premises during the Term without interruption or disturbance from the Landlord.

8.02 TAXES, ETC.

To pay or cause to be paid all taxes and rates, municipal, parliamentary or otherwise, including, without limiting the generality of the foregoing, water rates with respect to the Lands, the Building or assessed against the Landlord in respect thereof, except those

directly assessed or charged to or payable by the Tenant or assessed or charged with reference to the use or occupation of the Leased Premises and except as otherwise provided in this Lease.

8.03 HEATING AND AIR-CONDITIONING

To provide for heating and air-conditioning so that when heat is reasonably required for the reasonable use of the Leased Premises the Landlord will furnish heat therefor up to a reasonable temperature and when the heating system is not in use and the Landlord considers that air-conditioning is reasonably required it will operate the air-conditioning systems in the Building. Subject to Schedule "E", the said heating and air-conditioning systems will be maintained by the Landlord during normal business hours except during the making of repairs and should the Landlord make default in so doing, it shall not be liable for any indirect or consequential damages for personal discomfort or illness due to such default. The Landlord reserves the right, acting reasonably, to temporarily stop the services of the heating and/or air-conditioning equipment when necessary by reason of any accident or any repairs, alterations or improvements which, in the judgment of the Landlord, are desirable or necessary to be made until such repairs, alterations or improvements shall have been completed. The Landlord shall have no further responsibility or liability for failure to supply the said heating and/or air-conditioning service when prevented from doing so, by strikes or by any cause beyond the Landlord's reasonable control or by orders or regulations by any body or authority having jurisdiction or by other reason of any failure of electrical current, steam or water or suitable power supply or inability upon the exercise of reasonable diligence to obtain such electrical current, steam or water for the operation of the heating or air-conditioning equipment. The Landlord will use commercially reasonable efforts to restore the supply of any heating and air-conditioning systems as soon as is reasonably possible after any interruption or cessation thereto.

8.04 REPAIR OF STRUCTURE

To repair, replace and maintain the structural parts of the Building (including the roof and roof membrane), all windows, demising walls and base building systems, and to perform such repairs, replacements and maintenance with reasonable dispatch, and in a good and workmanlike manner, at any time and from time to time, and notwithstanding anything contained herein to the contrary, the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

8.05 JANITORIAL SERVICES

To provide janitorial and cleaning services to the Leased Premises and the common areas of the Building. The Landlord shall not be responsible for any act of omission or commission on the part of any person or persons employed to clean the Leased Premises or the Building.

8.06 DELAYS IN PROVISION OF SERVICES

It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other public authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay or restriction, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, discomfort, direct or indirect or consequential damage or damages thereby occasioned.

9.00 TENANT'S FIXTURES

The Tenant may install its usual trade fixtures in the usual manner, provided such installation does not damage the structure of the Leased Premises or the Building and provided further that the Tenant shall have submitted detailed plans and specifications for such trade fixtures to the Landlord and obtained its written consent thereto which consent shall not be unreasonably withheld.

9.01 REMOVAL OF TENANT'S FIXTURES

Provided that the Tenant may remove his trade or tenant's fixtures; provided further, however, that all installations, alterations, additions, partitions, and fixtures other than trade or tenant's fixtures in or upon the Leased Premises, whether placed there by the Tenant or the Landlord, shall immediately upon such placement, be the Landlord's property without compensation therefor to the Tenant and, except as hereinafter mentioned in this paragraph shall not be removed from the Leased Premises by the Tenant at any time either during or after the term. Notwithstanding anything herein contained, the Landlord shall be under no obligation to repair or maintain the Tenant's installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant or Landlord or third party.

10.00 DAMAGE OR DESTRUCTION OF LEASED PREMISES

Provided that if during the continuation of this Lease, the Building or the Leased Premises are destroyed or damaged by any cause whatsoever, then the following provisions shall apply:

10.01 PARTIAL DAMAGE

If damage shall occur to the Building or the Leased Premises so that all or part of the Leased Premises are rendered untenable by damage from fire or other casualty which, in the

reasonable opinion of the Landlord's architect, can be substantially repaired under applicable laws and governmental regulations within ninety (90) days from the date of such casualty (employing normal construction methods without overtime or other premium), the Landlord shall cause such damage to be repaired with all reasonable speed.

10.02 TOTAL DAMAGE

If the Building or the Leased Premises are damaged to such an extent that the Leased Premises are rendered untenable by damage from fire or other casualty which, in the reasonable opinion of the Landlord's architect, cannot be substantially repaired under applicable laws and governmental regulations within ninety (90) days from the date of such casualty (employing normal construction methods without overtime or other premium), then either the Landlord or Tenant may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not more than ten (10) days after receipt of such architect's opinion (failing which the Landlord shall cause such damage to be repaired at its own expense with all reasonable speed).

10.03 OBLIGATION TO REPAIR

The Landlord's obligation to repair as set forth in the preceding two paragraphs hereof is conditional upon the Landlord receiving adequate proceeds from policies of insurance maintained in respect of such casualties or, if such proceeds are not made available to the Landlord, the Landlord electing to obtain its own financing for such repairs. In the event that no such proceeds of insurance are available to the Landlord and if the Landlord elects not to obtain its own financing for such repairs, then the Landlord shall, by notice in writing to the Tenant delivered within ten (10) days after receipt of the opinion of the Landlord's architect, notify the Tenant that the Lease is terminated, which termination shall be effective as of the date of such casualty. In calculating the amount of insurance proceeds available, the Landlord will be deemed to have received the deductible portion of any insurance policy.

10.04 ABATEMENT OF RENT

If the Landlord is required to repair the damage pursuant to the provisions hereof and does not elect to terminate the Lease, the Annual Rent and Additional Rent payable by the Tenant under this Lease shall be proportionately reduced to the extent that the Leased Premises are thereby rendered unusable by the Tenant in its business from the date of such casualty until completion by the Landlord of the repairs to the Leased Premises and the Building so that the Leased Premises are thereafter fully usable by the Tenant in its business.

10.05 DAMAGE TO 50% OF BUILDING

Notwithstanding anything otherwise contained in this Lease, if fifty percent (50%) or more of the rentable area of the Building is damaged or destroyed and if, in the reasonable opinion of the Landlord's Architect, the said rentable area cannot be rebuilt or made fit for the purposes of the tenants thereof within ninety (90) days of the date of such casualty, the Landlord may, at its option, terminate this Lease by giving notice of termination to the

Tenant within thirty (30) days of the date of such casualty and the Tenant shall, with reasonable dispatch and expedition, but in any event within sixty (60) days after delivery of the notice of termination, deliver up possession of the Leased Premises to the Landlord and the rent and other payments for which the Tenant is liable hereunder shall be apportioned and paid to the date possession is so delivered up.

10.06 COMPLETION OF REPAIR

Provided that, if, upon the completion by the Landlord of any repairs required as a result of any such destruction or damage, a dispute shall arise between the Landlord and the Tenant as to whether or not the Leased Premises have been made fit for the purposes of the Tenant under this Lease, the Landlord may, at its option, terminate this Lease by giving thirty (30) days notice to the Tenant and if such notice shall be given this Lease shall, at the expiration of such period, be at an end and the Tenant shall deliver up the Leased Premises to the Landlord or whom it may appoint and the Landlord may, on demand, recover the full rental hereby reserved computed from the date on which such repairs were completed up to the date on which the Tenant is required to vacate.

11.00 LIABILITY FOR DAMAGE TO PROPERTY

In the absence of negligence or wilful act or default on the part of the Landlord, its servants, agents or workmen, the Landlord shall not be liable or responsible in any way for any loss, damage or injury to any person or for any loss of or damage to any property belonging to the Tenant, to employees of the Tenant or to any other person while such property is in the Leased Premises or in the Building or in or on the surrounding Lands and buildings owned by the Landlord, the areaways, lawns, sidewalks, reflective pools, steps, platforms, corridors, stairways or elevators whether or not any such property has been entrusted to employees of the Landlord and without limiting the generality of the foregoing, the Landlord shall not be liable for any damage to any such property caused by theft or breakage or by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by smoke or anything done or omitted by any other tenant in the Building or for any other loss whatsoever with respect to the Leased Premises, goods placed therein or any business carried on therein.

12.00 DEFAULT OF TENANT

Provided and it is hereby expressly agreed that if and whenever the Annual Rent or Additional Rent hereby reserved or any part thereof shall not be paid on the day appointed for payment thereof, or in case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions or Rules and Regulations on the part of the Tenant to be kept, observed or performed, and such default continues for fifteen (15) days after written notice to the Tenant thereof but if such default requires more than fifteen (15) days to remedy then the Tenant shall be given a reasonable extension of time so long as the Tenant commences to remedy the default within the aforementioned fifteen (15) days

and thereafter diligently pursues rectification of such default, or in case the Leased Premises shall be vacated or remain unoccupied for fifteen (15) days, save and except for reasonable closures for vacations, holidays, and renovations, or in case the Term shall be taken in execution or attachment for any cause whatever, then and in every such case, it shall be lawful for the Landlord thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding other than the proviso to this paragraph; PROVIDED that the Landlord shall not at any time have the right to re-enter and forfeit this Lease by reason of the Tenant's default in the payment of the rent reserved by this Lease, unless and until the Landlord shall have given to the Tenant written notice setting forth the default complained of and the Tenant shall have the right during five (5) business days next following the date on such notice to cure any such default in payment of rent. In case without the written consent of the Landlord, the Leased Premises shall be used by any other person than the Tenant or for any other purpose than that for which the same were let or in case the Term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant or if the Tenant makes any bulk sale, then in any such case this lease shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void in accordance with the provisions of Section 14, RIGHT OF TERMINATION, herein.

13.00 BANKRUPTCY

Provided further that, in case without the written consent of the Landlord, the Leased Premises shall be used by any other person than the Tenant or for any other purposes than that for which the same were let or in case the Term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant or by the Tenant making any assignment for the benefit of creditors or any bulk sale or should the Tenant become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or, if the Tenant is a corporation and any order shall be made for the winding up of the Tenant, or other termination of the corporate existence of the Tenant, then in any such case this Lease shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuing three (3) months rent shall immediately become due and be paid and the Landlord may re-enter and take possession of the Leased Premises as though the Tenant or other occupant or occupants of the Leased Premises was or were holding over after the expiration of the Term without any right whatever.

14.00 RE-ENTRY BY LANDLORD

The Tenant further covenants and agrees that on the Landlord's becoming entitled to re-enter upon the Leased Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to enter the Leased Premises as the agent of the Tenant either by force or otherwise, without being liable for any prosecution therefor and to relet the Leased Premises as the agent of the Tenant, and to receive the rent therefor and as the agent of the Tenant, to take possession of any furniture or other property on the

Leased Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from reletting the Leased Premises upon account of the rent under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

15.00 RIGHT OF TERMINATION

The Tenant further covenants and agrees that on the Landlord becoming entitled to re-enter upon the Leased Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to determine forthwith this Lease and the Term by leaving upon the Leased Premises notice in writing of its intention so to do, and thereupon, rent shall be computed, apportioned and paid in full to the date of such determination of this Lease and any other payments for which the Tenant is liable under this Lease shall be paid and the Tenant shall immediately deliver up possession of the Leased Premises to the Landlord, and the Landlord may re-enter and take possession of the same.

16.00 DISTRESS

The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute, none of the goods and chattels of the Tenant on the Leased Premises at any time during the Term shall be exempt from levy by distress for rent in arrears. In the event that the Tenant shall remove or permit the removal of any of its goods or chattels from the Leased Premises, the Landlord may within thirty (30) days thereafter and if the Tenant is in arrears of rent, seize such goods and chattels wherever the same may be found and may sell or otherwise dispose of the same as if they had actually been distrained upon the Leased Premises by the Landlord for arrears of rent. Notwithstanding the foregoing, all of the Tenant's confidential information will be exempt from distress.

17.00 NON-WAIVER

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained shall be cumulative and not alternative.

18.00 CHANGES TO BUILDING

The Landlord hereby reserves the right at any time and from time to time to make changes in, additions to, subtractions from or rearrangements of the Building including, without limitation, all improvements at any time thereon, all entrances and exits thereto, and to grant, modify and terminate easements or other agreements pertaining to the use and

maintenance of all or parts of the Building and to make changes or additions to the pipes, conduits, utilities and other necessary building services in the Leased Premises which serve other premises. The Landlord agrees that in performing such alterations, it shall do so in a manner so as to minimize any material interference with the Tenant's use and enjoyment of the Leased Premises.

The Landlord shall have the right during the Term to relocate the Leased Premises to an alternate location of similar size and layout within the Building upon at least sixty (60) days prior written notice to the Tenant, in which case the Landlord shall, at its expense, fit-up the relocation premises with finishes comparable to the Leased Premises and shall reimburse the Tenant for its reasonable out-of-pocket expenses incurred in relation to the move. In addition, the Tenant shall not be required to move to any alternate location until it is ready for occupancy and use by the Tenant and the rentable area of such relocated premises shall be deemed not to be larger than 1,597 square feet, notwithstanding the actual size thereof.

19.00 SEVERANCE OF LAND

The Landlord shall have the right from time to time to sever (for purposes of sale, lease, mortgage, charge or otherwise) any part or parts of the Land or any buildings or improvements thereon, including the creation of rights-of-way, easements and parking arrangements which the Landlord deems necessary and the Tenant hereby consents to any such severance and agrees to execute, at no cost to the Landlord, any documents or consents which the Landlord may request for these purposes. If any part or parts of the Land or the buildings or improvements on the lands are so severed and are deemed by the Landlord to no longer form part of the property, such part or parts shall be excluded from the Lands and the property for the purposes of this Lease at the time designated by the Landlord and the Tenant shall when requested by the Landlord, execute, at no cost to the Landlord, a release of any interest in the Lands so excluded.

20.00 COSTS OF COLLECTION

The Tenant shall pay, as Additional Rent, all reasonable costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by or on behalf of the Landlord in enforcing the covenants and provisions of this Lease.

21.00 PROFITS AND REMEDIES BY LANDLORD

In addition to all rights and remedies available to the Landlord under the provisions of this Lease or by statute or the general law in the event of any default by the Tenant of the provisions of this Lease:

21.01 PAYMENTS TO THIRD PARTIES

The Landlord shall have the right to remedy or attempt to remedy any default of the Tenant upon the expiration of any applicable notice and cure periods in this Lease, and in so doing, may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Leased Premises to do any work or other things therein, and in any such

event, all costs and expenses of the Landlord in remedying or attempting to remedy such default shall be payable by the Tenant to the Landlord forthwith upon demand as Additional Rent.

21.02 NON-PAYMENT OF ADDITIONAL RENT

The Landlord shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of rent and may be recovered by the Landlord as rent by any and all remedies available to the Landlord for the recovery of rent in arrears.

21.03 INTEREST ON ARREARS

The Landlord shall, if the Tenant shall fail to pay any Monthly Rent, Additional Rent or other amounts from time to time payable by it to the Landlord hereunder promptly when due, be entitled to interest on all such Annual Rent, Additional Rent and other amounts which are unpaid and overdue under this Lease, such interest to be compounded monthly thereon and to be computed at a rate equal to six percent (6%) per annum in excess of the minimum lending rate to prime commercial borrowers from time to time charged by the TD Canada Trust or such other chartered bank as the Landlord may designate, from the date upon which such Monthly Rent, Additional Rent and other amounts was due until actual payment thereof.

22.00 NOTICE

Any notice required or contemplated by any provisions of this Lease shall be given in writing, in the case of notice to the Landlord c/o Glenview Management Limited at 190 O'Connor Street, 11th Floor, Ottawa, Ontario, K2P 2R3, and in the case of notice to the Tenant, to it at 200 Yorkland Blvd, North York, Ontario, M2J 5C1, and delivered by:

- (a) prepaid registered mail or courier;
- (b) electronic mail (if to the Landlord, to ishabinsky@glenview.ca, and if to the Tenant, contact@edecree.com);
- (c) personal delivery:
 - (i) in the case of notice to the Landlord, to an executive officer of the Landlord;
or
 - (ii) in the case of notice to the Tenant, to an executive officer, manager or a person who appears to be in charge of the Tenant.

The time of giving of such notice shall be conclusively deemed to be:

- (a) if delivered by registered mail or courier, when received (as confirmed by delivery receipt);

- (b) if telefaxed, on the date sent as evidenced by the sender's transmittal record, unless sent after 4:00 p.m. in which case it shall be deemed to have been given on the following business day; or
- (c) if delivered personally, at the date and time of such delivery.

Provided that the Landlord may, by notice to the Tenant, from time to time, designate another address in Canada to which notices delivered thereafter shall be addressed. The word "notice" in this paragraph shall include any request, demand, direction, or statement in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

23.00 SUBORDINATION, POSTPONEMENT, ATTORNMENT

The Tenant shall promptly upon the written request of the Landlord, enter into an agreement:

- (a) subordinating the Term and the rights of the Tenant hereunder to any mortgage, charge, ground lease, trust deed or debenture present or future and all renewals, modifications, replacements or extensions thereof, which may affect the Leased Premises, the Property, the Lands or the Building;
- (b) agreeing that the Term hereof shall be subsequent in priority to any such mortgage, charge, ground lease, trust deed or debenture;

provided that the Tenant's obligations under this paragraph shall be conditional upon any such mortgagee or secured party entering into a non-disturbance agreement with the Tenant under which the Tenant's continued possession of the Leased Premises is ensured notwithstanding any act taken by the mortgagee or secured party.

23.01 TENANT'S RIGHT TO POSSESSION

Notwithstanding any postponement or subordination referred to herein, the Tenant acknowledges that its obligations under this Lease shall remain in full force and effect notwithstanding any action at any time taken by a mortgagee, chargee or ground lessor to enforce the security of any mortgage charge, ground lease, trust deed or debenture; provided, however, that any postponement or subordination given hereunder shall reserve to the Tenant the right to continue in possession of the Leased Premises under the terms of this Lease so long as the Tenant shall not be in default hereunder beyond any applicable cure period.

23.02 ATTORNMENT BY TENANT

The Tenant, whenever requested by any mortgagee (including any trustee under a deed of trust and mortgage), chargee or ground lessor, shall attorn to such mortgagee, chargee or ground lessor as a tenant upon all the terms of this Lease.

24.00 CERTIFICATE

The Tenant agrees that he will at any time and from time to time upon not less than five (5) days' prior notice execute and deliver to the Landlord, any mortgagee of the Lands (including a deed of trust and mortgage) or any other person, as directed by the Landlord, a certificate in a form acceptable to the Landlord which shall include but not be limited to the following statements: certification that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), the amount of the Annual Rental then being paid hereunder, the dates to which the same, by instalments or otherwise, and other charges hereunder have been paid, and whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

25.00 REGISTRATION

The Tenant covenants and agrees with the Landlord that the Tenant will not register this Lease in this form in any Registry Office or the Land Titles Office. If the Tenant desires to make a registration for the purposes only of giving notice of this Lease, then the parties hereto shall contemporaneously with the execution of this Lease execute a short form thereof solely for the purpose of supporting an application for registration of notice thereof.

26.00 PLANNING ACT

Where applicable, this Lease shall be subject to the condition that it is effective only if the Ontario Planning Act, as amended, is complied with. Pending such compliance the Term and any renewal thereof shall be deemed to be for a total period of one (1) year less than the maximum lease Term permitted by law without such compliance.

27.00 TRANSFER BY LANDLORD

In the event of a sale, transfer or lease by the Landlord of the Building, the Lands or a portion thereof containing the Leased Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, the Landlord shall, without further written agreement, to the extent that such purchaser, transferee or lessee has become bound in writing by the covenants and obligations of the Landlord hereunder, be freed, released and relieved of all liability or obligations under this Lease incurred or arising after the date of such sale, transfer or lease.

28.00 NO ADVERTISING OF LEASED PREMISES

Without the consent in writing of the Landlord, which shall not be unreasonably withheld, the Tenant shall not print, publish, post, display or broadcast any notice or advertisement to the effect that the whole or any part of the Leased Premises are for rent, and it shall not permit any broker or other person to do so.

29.00 TIME OF ESSENCE

Time shall be of the essence of this Lease.

30.00 LAWS OF ONTARIO

This Lease shall be deemed to have been made in and shall be construed in accordance with the Laws of the Province of Ontario.

31.00 SEVERABILITY OF COVENANTS

The Landlord and the Tenant agree that all of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Lease be illegal or not enforceable it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

32.00 HEADINGS

The captions appearing in the margin or the headings contained in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provision hereof.

33.00 SCHEDULES

The Schedules attached hereto form part of this Lease.

34.00 LEASE ENTIRE AGREEMENT

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Landlord and the Tenant.

35.00 INTERPRETATION

IN THIS INDENTURE:

- (a) “herein”, “hereof”, “hereby”, “hereunder”, “hereto”, “hereinafter”, and similar expressions refer to this indenture and not to any particular paragraph, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.
- (b) “business day(s)” means any of the days from Monday to Friday of each week inclusive unless such day is a statutory holiday or public holiday.
- (c) “normal business hours” means the hours from 6:00 a.m. to 6:00 p.m. on business days.

36.00 SUCCESSORS

This indenture and everything herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, permitted successors and assigns, of the Tenant and other legal representatives as the case may be, of each and every of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, permitted successors, assigns and other legal representatives of such party, and where there is more than one tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical and gender changes thereby rendered necessary and all covenants shall be deemed joint and several.

37.00 JOINT AND SEVERAL COVENANT

If more than one party executes this Lease as Tenant, each such party shall be bound jointly and severally with the other(s), waiving the benefit of division and discussion, for the fulfilment of all of the obligations of Tenant hereunder.

38.00 CONFIDENTIALITY

The Tenant agrees to keep the terms of this Agreement strictly confidential and to not disclose the terms hereof to any party, save and except for its professional advisors.

39.00 LANDLORD AND TENANT TO ACT REASONABLY

Whenever the Landlord's or Tenant's determination, estimate, approval or consent is required in this Lease, such determination, estimate approval or consent shall be determined by such party acting reasonably and any approval and/or consent shall not be unreasonably withheld, conditioned or delayed. The parties hereto confirm that each will act in good faith in accordance with this Lease and in performing their respective rights and obligations as contained herein.

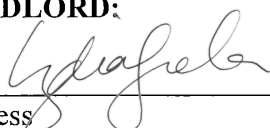
40.00 DELIVERY

This Agreement and any documents contemplated by it, once signed by a party, may be delivered by that party to the other party by fax or by the transmission by email of electronic documents in "pdf" format. A party delivering this Agreement or another document by fax or in "pdf" format shall, immediately following a request by the other party, provide the other party with an originally executed copy of this Agreement or such other document (as the case may be).

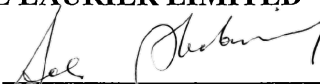
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Dated by Landlord this 15th day of May, 2024

LANDLORD:


Witness

PLACE LAURIER LIMITED

Per: 

Name: Sol Shabinsky
Title: Authorized Signing Officer

I have authority to bind the Corporation.

May 14, 2024

Dated by Tenant this _____ day of _____, 2024

TENANT:

1595769 ONTARIO INC. (o/a eDecree)

Witness

Per: 
Rachita Datt (May 14, 2024 21:33 EDT)

Name: Rachita Datt
Title: CEO

Witness

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

SCHEDULE "A"

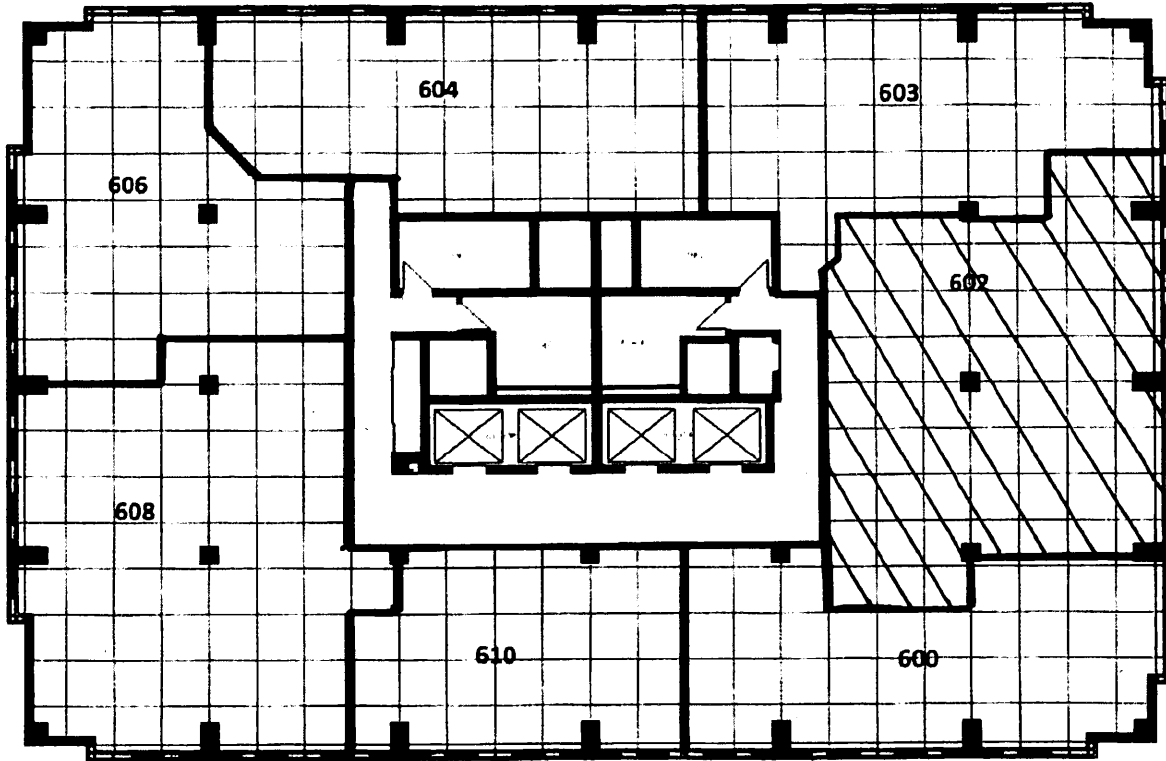
LEGAL DESCRIPTION

PIN # 041150130 - Lots 50 and 51 on the south side of Laurier Avenue West as shown upon Registered Plan No. 4556, in the City of Ottawa.

SCHEDULE "B"

FLOOR PLAN

170 Laurier Avenue West, Sixth Floor



SCHEDULE "C"

RULES AND REGULATIONS

The Tenant and its invitees and employees shall observe the following rules and regulations (as added to, amended or modified from time to time by the Landlord).

1. The sidewalks, entrances, elevators, stairways, passageways, shipping areas and corridors of the Building shall not be obstructed or used for any other purpose by the Tenant than for ingress and egress to and from the Leased Premises; the Tenant shall not place or allow to be placed in such areas or facilities any waste paper, garbage, refuse or anything that shall tend to make them appear unclean or untidy.
2. The Tenant and its employees shall use washrooms only for the purpose for which they were designed and nothing shall be placed in toilets that might cause them to block.
3. Between peak periods, the elevators will be used for transporting passengers only and during these periods no large parcels or items of equipment will be permitted on the elevators. Peak periods are between 8 a.m. and 9 a.m. in the morning, between 12 noon and 2 p.m. in the afternoon and between 4 p.m. and 6 p.m. in the evening.
4. The Tenant shall make arrangements with the Landlord ahead of time when elevators are to be used for carrying freight or furniture, etc.. Elevators must not be used for this purpose until the Landlord has given its consent and the elevator cabs have been properly protected.
5. The Landlord's janitors shall be permitted prompt access to the Leased Premises for the purpose of cleaning the office areas thereof only between the hours of 6:00 a.m. and 4:00 p.m. The Landlord acknowledges and agrees that no cleaning may occur in the Leased Premises after 4:00 p.m.
6. The Tenant shall not make any noise which might disturb other tenants and no animals or bicycles or other vehicles shall be brought into the Leased Premises or the Building.
7. The Leased Premises shall not be used as overnight sleeping accommodation, for public sales nor for entertaining purposes.
8. The Tenant shall make arrangements with the Landlord ahead of time if any public meeting is to be held in the Leased Premises and the meeting shall not be held until the Landlord's written consent is obtained.
9. The Tenant will not alter any existing locks nor will any additional locks or similar devices be attached to any door or window.
10. Keys or other devices which are made available to the Tenant for the purpose of providing access to the exterior doors of the Building shall not be duplicated and shall be returned to the Landlord immediately upon termination of the Lease.

11. All adjustments to mechanical equipment such as thermostats, radiators, diffusers, etc. shall be made by the Landlord's staff and no one else.
12. If the Tenant wishes to install any drapes or blinds in any of the windows on the exterior of the Building or on any window of the Leased Premises facing the interior of the Building, the Landlord's prior written consent must be obtained and further the drapes or blinds installed must conform to a uniform colour which the Landlord may at its absolute discretion establish.
13. No admittance by the Tenant or its agents is permitted on the roof or equipment rooms of the Building.
14. It shall be the responsibility of the Tenant to prevent any person from throwing objects out of windows or into the ducts or stairwells of the Building, and the Tenant shall pay for any cost, damage or injury resulting from any such acts.
15. The Tenant shall provide adequate receptacles for garbage, refuse and waste paper and all such garbage, refuse and waste paper shall be placed in such containers. The Leased Premises shall be kept in a tidy, healthy and clean condition.
16. The Tenant shall not bring upon the Leased Premises any safes, heavy equipment, motors or any other thing which might overload floors or damage the Leased Premises or the Building.
17. The Landlord may require that all persons entering and leaving the Building at any time other than normal business hours satisfactorily identify themselves and register in books kept for the purpose, and may prevent any person from entering the Leased Premises unless provided with a key thereto and a pass or other authorization from the Tenant in a form satisfactory to the Landlord, and may prevent any person removing any goods therefrom without written authorization.
18. The Tenant shall not use or keep inflammable materials in the Leased Premises.
19. All moving of the Tenant's chattels and trade fixtures and other fixtures from or to the Leased Premises shall be performed after business hours and shall be supervised by the Landlord, its agents or a security guard all at the Tenant's expense.
20. Smoking is prohibited in the Building.

The foregoing rules and regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other tenants without affecting their enforceability with respect to the Tenant or the Leased Premises. There is no obligation on the Landlord to enforce the rules and regulations, and the Landlord shall not be liable by reason of their non-enforcement.

SCHEDULE "D"

OPTION TO EXTEND

1. Provided the Tenant is in good standing, during the Term has not been in substantial default under this Lease beyond any applicable cure period and has not assigned or sublet a portion of the Leased Premises, the Tenant shall have and is hereby granted an option to extend this Lease for a further term of three (3) years provided that in order to exercise this option, the Tenant shall be required to give to the Landlord notice of the exercise of such option in writing not less than twelve (12) months prior to the date of expiry of the initial Term.
2. Any extension pursuant to this proviso shall be on the same terms and conditions contained in this Lease except:
 - (a) there shall be no additional right of extension, Landlord's Work, Fixturing Period or Early Occupancy Period;
 - (b) the Annual Rent payable by the Tenant for such extension period shall be as agreed upon by the Landlord;
 - (c) in the event the Landlord and the Tenant are unable to reach agreement with respect to the financial terms during the Renewal Term within Sixty (60) days of delivery of the written notice by the Tenant to the Landlord exercising the Tenant's Option to Renew, then the matter shall be referred to arbitration subject of *Arbitration Act, 1991* (Ontario) and the decision of the arbitrator(s) shall be final and binding on the parties named hereto.

SCHEDULE “E”

ADDITIONAL TERMS

1. JANITORIAL – TIME OF SERVICE

The Landlord agrees to arrange the janitorial services for the Leased Premises to take place during regular business hours being Monday through Friday from 8:00 am to 5:00 pm.

2. LANDLORD’S WORK

The Landlord shall complete the following work on the Leased Premises on or before April 20, 2024, at its sole expense, and in a good and workmanlike manner, as follows:

- (a) Remove interior office walls as per Schedule “E-1” attached;
- (b) Repair or replace carpet tiles where necessary for any damage or stained carpets;
- (c) Ensure all walls are free of any damage. The Landlord shall make any drywall repairs and painting touch ups as required;
- (d) Ensure drop T-bar ceiling is in good working condition and all damaged or stained ceiling tiles are replaced;
- (e) Install three (3) electrical drops for open space workstations as per Schedule “E-1” attached.

If the Landlord is unable to complete the work listed above by April 20, 2024, the Landlord and Tenant agree to commence the fixturing period as agreed to.

The Landlord and its tradespeople shall use all best efforts to isolate any dust and material to the remainder of the Leased Premises so that the Tenant can commence occupation of the unit.

3. FIXTURING PERIOD

The Tenant shall be granted access to the Leased Premises on April 20, 2024 for the purpose of constructing the leasehold improvements and preparing the Leased Premises for its intended use free from Monthly Rent and Additional Rent payment obligations until the Commencement Date (the “Fixturing Period”); however, all other terms and conditions of the Lease shall be in effect throughout the Fixturing Period. Following completion of the Tenant’s work and any leasehold improvements, the Tenant may conduct business at the Leased Premises during the remainder of the Fixturing Period free from Monthly Rent and Additional Rent payment obligations until the Commencement Date.

4. OCCUPANCY DELAY

In the event the Tenant's possession of the Leased Premises is reasonably delayed through no fault of the Tenant, then all dates contained herein shall be adjusted accordingly including the Commencement Date with no loss of benefit to the Tenant.

5. AFTER-HOURS HEATING VENTILATION AND AIR CONDITIONER (HVAC) AND LIGHTING

The Landlord acknowledges that the Tenant shall have access to after-hours HVAC and lighting available at any time for an additional cost of Fifty Dollars (\$50.00) per hour of use outside the hours of 5:00 am and 6:00 pm., Monday through Friday and all weekend hours.

6. RESTORATION

Notwithstanding any in the Lease to the contrary, the Tenant shall not be required to remove any leasehold improvements in the Leased Premises or restore the Leased Premises to its original condition. Upon expiry of the Term or any extensions or renewals thereof, the Tenant shall leave the Leased Premises in vacant, broom-swept condition.

7. PARKING

Landlord agrees to use best efforts to assist the Tenant in acquiring parking in the area. Tenant acknowledges that the Landlord does not own parking available to the Tenant.

8. CONTINUING RIGHT OF FIRST OFFER

Throughout the Term and any renewals thereof, the Tenant shall have the right to lease (the "Continuing Right of First Offer") at then market rates any available adjacent space in the Building which is contiguous to the Leased Premises (the "Expansion Space"). In the event that the Expansion Space becomes available, the Landlord shall provide the Tenant with notice and the Tenant shall be obliged to notify the Landlord within five (5) business days of receiving same, of its intent to exercise its right. Should the Tenant exercise its right, the rental terms shall be the then market rates, any inducements or improvement allowances shall be as negotiated between the Landlord and the Tenant and the expiration date shall be coterminous with the expiry date of this Lease.

9. CARD READER

The Landlord shall arrange for the installation of a card reader access point at the primary entrance to the Leased Premises. This access point shall use the same access cards as the Building uses for after-hour building and elevator access.

The Landlord shall invoice the Tenant for the cost of the installation upon completion.

SCHEDULE "E-1"
LANDLORD'S WORK

