

LICENCE AGREEMENT – SHORT TERM

THIS AGREEMENT made in quadruplicate as of this day of October, 2015

B E T W E E N:

CITY OF HAMILTON
(hereinafter called the "Licensor")

OF THE FIRST PART

- and -

CYNY INC.
(hereinafter called the "Licensee")

OF THE SECOND PART

WHEREAS the City is the owner of the lands located immediately east of the property known as 78 Arkledun Avenue, Hamilton. It forms a part of open space along Claremont Access and comprises of approximately 1,500 square feet; it is shown in heavy outline attached as Schedule "A" (the "Premises");

AND WHEREAS the parties wish to enter into a licence agreement, on the terms hereinafter set forth;

NOW THEREFORE in consideration of the payments, covenants, terms, warranties, conditions and provisos contained in this Agreement, the parties agree as follows:

Interpretation

1. In this Agreement and any Schedules attached hereto, unless there is something in the subject matter or context inconsistent therewith or defined elsewhere in this Agreement, the following terms and expressions will have the following meanings:

- (a) "Licensor" means the City of Hamilton, and where an authority or discretion is conferred upon the City under the Agreement, means the appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time;
- (b) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof;
- (c) the headings to each section are inserted for convenience of reference only and do not form part of the Agreement;
- (d) this Agreement shall be governed by, and construed under, the laws of the Province of Ontario;
- (e) this Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto;
- (f) without restricting or limiting the rights and privileges of the Licensor to any broader interpretation, any "breach" or "default" of or in respect of a term, covenant, warranty, condition or provision of this Agreement caused by an officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, licensee of the Licensee or of any person permitted or allowed by the Licensee to enter upon or use the Premises shall constitute a breach by the Licensee; and
- (g) time is of the essence of this Licence.

Licensee not Lessee

2. No legal title or leasehold interest in the Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained in this Agreement.

Term

3. The Licensor hereby does grant to the Licensee the use of the Premises for a term of FOUR (4) Years, with a commencement date of November 01, 2015 and a termination date of October 31, 2019 (the "Term"), unless terminated early in accordance with the terms of this Agreement.

Licence Fee

4. The Licensee shall pay to the Licensor a Licence Fee for the non-exclusive use of the Premises, pursuant to this Agreement, in the amount of SEVEN HUNDRED AND TWENTY DOLLARS (\$720.00) per year for a total amount of TWO THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS (\$2,880.00) in Canadian funds without deduction, plus applicable Harmonized Sales Tax, (H.S.T.) payable in full, in advance, on the commencement of the Term of this Agreement. All licence payments must be in the form of a certified cheque or money order in Canadian funds made payable to "City of Hamilton".

Taxes

5. The Licensee shall be responsible for all realty taxes, including local improvement rates, duties, charges and assessments that may be levied, rates charged or assessed against the Premises.

Utilities

6. The Licensee shall pay all rates and charges for public utilities, if any, used in connection with the Premises or in connection with the use, operations or activities carried on by the Licensee on the subject Premises.

Approved Use and Purpose

7. This Agreement is subject to the primary rights of the City of Hamilton to use the lands for parking of City's owned maintenance vehicles while performing service calls in the area. The Licensee covenants and agrees that it shall use the Premises solely and actively during the term of the Licence for the purpose of PARKING and for no other purpose whatsoever. The Licensee will conduct its business in accordance with the rules and regulations established by the Licensor for the subject Premises, from time to time and as notified by the Licensor. The Premises have sufficient space for parking of three passenger vehicles. The Licensee agrees to the following use of the parking spaces: two parking spaces will be used exclusively by the Licensee and one parking space will be made available to the residents of the neighbouring properties for a fee as determined by the Licensee. The Licensee shall not do anything or permit anything to be done on the Premises which may constitute a nuisance, cause damage or loss or endanger the Premises, adjoining properties or any person.

8. Where the Licensee uses the Premises for a purpose other than the purpose set out in Section 7 herein, the Licensor may terminate this Agreement immediately and the Licensor shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability, which may be sustained, paid or incurred by the Licensee or any other person or persons, by reason of such termination by the Licensor. The Licensor shall not be responsible for any damage, loss, injury or death, however caused, or for any compensation whatsoever to the Licensee or others resulting from such termination of this Agreement. Where the Licensor so terminates this Agreement, the Licensee shall immediately cease all operations on the Premises, make whatever arrangements are necessary to leave the Premises in a clean, tidy and safe condition and vacate.

9. The Licensor may suspend for such period of time as it deems necessary in its sole discretion or terminate the Licence hereunder in an emergency, or whenever in its sole opinion such suspension or termination may be necessary to ensure the safety of life, or of a structure, or of a neighbouring property, or whenever in its sole opinion the use of the Premises or any part or parts thereof are being carried out in an unsafe manner, and the Licensor shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability which may be sustained, paid or incurred by the Licensee or any other person or persons, by reason of such suspension or termination by the Licensor. The Licensor shall not be responsible for any damage, loss, injury or death, however caused, or for any compensation whatsoever to the Licensee or others resulting from such suspension or termination of this Agreement.

Warranties of Authority of Licensee

10. The Licensee expressly warrants that it is not prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Licensee under this Agreement by any agreement, constating documents, constitution, legislation, statute, act, regulation, order or otherwise; and to the best its information and belief, after making diligent inquiries, the Licensee is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Agreement.

Good Repair, Safety and Environmental Measures - Responsibilities and Obligations of the Licensee

11. Without limiting or restricting in any way any other responsibilities and obligations of the Licensee in this Agreement, the Licensee:

- (a) shall ensure that all health and safety requirements are met and be responsible for ensuring that the Premises are secured and safeguarded at all times;
- (b) shall neither permit nor allow the preparation, service and/or sale of food in or at the Premises without the written consent of the Licensor and strict compliance with all applicable health and safety requirements, laws and regulations and any conditions that the Licensor may impose;
- (c) shall ensure, at its own cost and expense, that the Premises are maintained in a condition of good repair, and in a safe, clean and tidy condition, and free from hazards;
- (d) shall at all times keep the Premises and any buildings, structures, erections or improvements thereon reasonably clean and free from debris, discarded or unnecessary materials, equipment or supplies, loose soil, empty containers and all other unsightly or potentially dangerous rubbish;
- (e) shall ensure that all materials, equipment and supplies delivered to the Premises are neatly and safely stored or contained upon delivery and shall be so maintained until used up;

- (f) without limiting or restricting the foregoing in any way, shall ensure that the Premises are kept clear of ice and snow during the winter months, slippery surfaces or of any other unsafe condition;
- (g) shall take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and those employed on the Premises from bodily harm and to protect adjacent public and private property and Licensor's property from damage;
- (h) shall neither permit nor allow the introduction or use of beer or other alcoholic beverages or liquors upon the Premises without the written consent of the Licensor and on such conditions as the Licensor may impose including but not limited to strict compliance with the City of Hamilton *Municipal Alcohol Risk Management Policy*, the *Liquor Licence Act*, R.S.O. 1990, as amended, the *Alcohol and Gaming Regulation and Public Protection Act, 1996* and the regulations thereto;
- (i) shall neither permit nor allow the introduction or use of illegal narcotics upon the Premises;
- (j) shall ensure that all tools, equipment, supplies and materials are stored properly and in a safe and secure manner;
- (k) shall ensure the use of only recognized, government-approved environmentally compatible and safe products, materials and application methods in its activities and operations upon the Premises;
- (l) shall not produce on the Premises or allow to be brought on to the Premises any noxious, offensive, toxic or hazardous substance or any vehicles, equipment or parts which contain any such substances, or any substance which if it were to remain on or escape from the Premises would contaminate the Premises or any other property to which it came in contact. This provision shall not apply to prevent the Licensee from bringing vehicles and equipment, which contain gasoline and engine oil, upon the Premises provided that such vehicles are adequately protected against the escape of such substances.
- (m) shall endeavour to adequately protect and preserve all existing trees, shrubs and other landscaping items, if any, on the Premises;
- (n) shall not damage or remove any trees or shrubs on the road allowance or adjoining lands unless the Licensor shall otherwise direct; and
- (o) shall make full restitution for such harm and damage resulting from failure to take adequate protective measures, and shall make good any such damage from whatever cause.

Observance of Laws, Statutes and Regulations

12. The use of the Premises and any activities thereon by the Licensee shall be in compliance with all governmental, municipal, provincial and federal laws, by-laws, regulations, directives and controls, and all court orders, judgments and declarations of a court of competent jurisdiction. The Licensee shall comply at its own expense with, and conform to, all applicable statutes, laws, by-laws, regulations, ordinances, notices, rulings and orders of the federal, provincial or municipal government. Without limiting the foregoing, the Licensee, at its own expense, shall obtain all necessary municipal, provincial, federal or other governmental approvals, permits and licences to conduct its business, operations and/or activities in or upon the Premises prior to entering the subject Premises.

13. The Licensee acknowledges and agrees that it shall be an occupier pursuant to the Occupier's Liability Act, R.S.O. 1990.

Condition of Premises

14. The Licensee accepts the Premises in its present "AS IS" condition and acknowledges and agrees that the Licensor has not given any representation, warranty or condition, express or implied, in fact or by law, as to the state, quality or condition in, on, or of the Premises, whether with respect to environmental matters or otherwise, or that the Premises are suitable for any particular use or purpose (including, but not limited to any use permitted by this Licence) or as to any other matter or thing, whether or not related to any of the foregoing. Furthermore, the Licensee assumes any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof. Neither the Licensee nor any permitted occupant shall have any recourse to the Licensor as a result of the nature or condition of the Premises, whether or not the Licensor has or had actual or imputed knowledge of such nature and condition as at the Licence commencement date or at any other time during the Term or any renewal thereof.

No Alterations, etc. Without Approval

15. The Licensee agrees that it shall not make any alterations whatsoever to the Premises without the prior written approval of the Licensor. Without limiting the generality of the foregoing, the Licensee shall not excavate or drill or pave on the Premises nor paint, wallpaper, construct, renovate, install or erect any buildings, structures, fixtures, improvements or other facilities without first obtaining the written approval of the Licensor for such works. The Licensee shall at its own cost and expense prepare the Premises appropriately for the approved use and the Licensor shall not be responsible in any way for any improvement or preparation of the Premises. The Licensee shall implement, at its own cost and expense, all precautions, measures and safeguards as is necessary to protect the public from injury during any approved alterations of the Premises.

Liens

16. The Licensee covenants to the Licensor to pay all charges incurred by or on behalf of the Licensee for any services, work or materials which may be supplied, done or performed in respect of the Premises and the Licensee shall forthwith discharge any liens arising therefrom at any time claimed or registered against or in respect of the Premises or any part thereof. In the event that the Licensee shall fail to cause any liens forthwith to be discharged after being notified thereof, then, in addition to any other right or remedy of the Licensor, the Licensor may, but shall not be obliged to, discharge same by paying the amount claimed to be due and any other amounts necessary to obtain such a discharge and the amount so paid by the Licensor and all costs and expenses, including reasonable solicitor's fees on a solicitor and client basis, incurred by the Licensor in procuring the discharge of such lien, shall be payable by the Licensee and due to the Licensor as an additional charge due and payable forthwith.

Right to Inspect

17. This Agreement is subject to the right of the Licensor to enter onto the Premises at any time to inspect the Premises.

18. The Licensee acknowledges and agrees that the Licensor will conduct an inspection of the Premises, both prior to and upon this Licence Agreement ceasing to be in force. If, as a result of such inspection, the Licensor is of the opinion that the Premises have been contaminated during the time that this Licence Agreement was in force, then the Licensee covenants and agrees to remove, as its own cost and expense, such contaminated material in accordance with the standards of all applicable authorities, including but not limited to the Ministry of Environment for the Province of Ontario and the Licensor. Upon the failure of the Licensee to remove such contaminated material within sixty (60) days of this Licence Agreement ceasing to be in force as aforesaid, the Licensor may remove such contaminated material and recover the costs and expenses of same from the Licensee.

Licensee's Responsibility for Losses and Damages

19. All loss or damage occasioned by or arising out of the nature of the activities, business or operations to be done, or from the normal action of the elements or from any reasonably foreseeable circumstances in the prosecution of the same shall be sustained and borne by the Licensee at its own expense. The Licensee shall itself, and shall cause its agents and all workers and persons employed by them, or under its control, or employed by, or under the control of sub-contractors, to use due care that no persons or property is injured, and the Licensee shall be solely responsible for all damages by whomsoever claimed in respect of any such injury.

Notice of Accident, Injury or Harm

20. The Licensee shall give immediate notice, and written notice with complete details thereof, to the Licensor of any accident, injury or harm to any person on or using the Premises or of any damage, loss or defect in or to any part of the Premises or any damage or loss of any property of any person using the Premises or any damage or loss of any property of the Licensor in the Premises which comes to the attention of the Licensee, its officers, employees, members, servants or contractors, notwithstanding that the Licensor may not have any obligation with respect to same.

Indemnification

21. For the purposes of Sections 23 to 26, inclusive, "Licensor" means the City of Hamilton, as well as any and all of its elected officials, representatives, officers, employees, servants, consultants, agents and contractors and "Licensee" means the Licensee as well as any officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, licensee of the Licensee or of any person permitted or allowed by the Licensee to enter upon or use the Premises.

22. The Licensee agrees at all times to defend and indemnify and save the Licensor harmless from and against any and all demands, claims, including but not limited to all claims for bodily injury (including death) or loss of reputation or property damage, actions, causes of action, suits and all other proceedings, or damages, loss, injuries, fines, penalties, interest, charges, expenses and costs (including legal costs on a solicitor and client basis) that are caused to or incurred by, sustained or suffered by, occasioned to or imposed upon or made or instituted against, any of them or to which any of them may be liable by reason of any act or omission, neglect or default on the part of the Licensee or by reason of the Licensee carrying out or failing to carry out any obligation or responsibility to which it is subject, or exercising any right to which it is entitled, under this Agreement or by reason of any breach, violation or non-performance of any covenant, term, warranty, condition or provision in this Agreement by the Licensee, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the Licensor.

23. Provided further that the Licensor shall not be responsible for, and the Licensee hereby releases the Licensor from, any personal injury, including death, or property damage or loss which may be

sustained by the Licensee or any other person upon the Premises or upon lands adjacent thereto, arising out of any accident or occurrence upon the Premises except to the extent that the same are caused by the negligence or deliberate wrong-doing of the Licensor; all risks of such injury or damage being assumed by the Licensee, who shall hold the Licensor harmless and defended and indemnified therefrom. Without limiting the generality of the foregoing, it is understood and agreed that the Licensee shall be responsible for providing and maintaining fire and theft and all other perils insurance coverage respecting its property and activities upon the Premises.

24. The Licensor shall, in no way, be responsible for the theft of any tools, equipment, supplies, materials or other property owned or used by the Licensee or by any person permitted or allowed by the Licensee to enter upon or use the Premises or by any other person; nor shall the Licensor, in any way, be responsible for any damage, loss, injury or death to person or property, however caused, resulting from the Licensee's use of the Premises or of any other property owned by the Licensor and provided to the Licensee for use or from the use of the Premises or of such other property by any person permitted or allowed by the Licensee to enter upon or use the Premises; nor shall the Licensor, in any way, be responsible for any damage, loss, injury or death to person or property, however caused, resulting from the condition of the Premises or of any other property owned by the Licensor and provided to the Licensee for use. This includes, but is not limited to, any harm resulting from the presence of any contaminants in the soil, buildings or structures at, in or on the Premises or at, in or on such other property of which the Licensor may not have been aware when it provided such property to the Licensee, regardless of whether the presence of any such contaminants were pre-existing or not. The Licensor shall not, in any way, be responsible for any damage, loss, injury or death to person or property, however caused, resulting from the Licensor's use or treatment of any property adjacent to the Premises or to any other property owned by the Licensor.

25. The rights to indemnity provided for in this Agreement and, in particular, Sections 22 to 26, inclusive, shall be deemed to be in addition to any rights with respect to insurance in favour of the Licensor provided under this Agreement. The rights of defense and to indemnity provided for in this Agreement and, in particular, Sections 22 to 26, inclusive, shall survive the expiration or any termination of this Agreement, and shall prevail where inconsistent with any other provision in this Agreement.

Liability Insurance

26. The Licensee agrees to obtain and maintain in force throughout the duration of this Licence, at its own cost and expense including the payment of all deductibles, the following policies of insurance for the specified limits, or such other policies of insurance or higher limits as the Licensor acting reasonably and prudently may from time to time require:

- (a) Commercial General Liability Insurance covering against any and all claims for bodily injury, including death, personal injury, and property damage or loss, including acts or omissions of the Licensee, its employees, contractors, sub-contractors, agents and invitees and in a form and with an insurance company acceptable to the Licensor. Such policies of insurance shall have a limit of coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate, or such higher limits as the Licensor, acting reasonably and prudently, may from time to time require. Such policies of insurance shall also name the Licensor as an additional insured and shall include, but not be limited to the following: blanket contractual liability; land and premises liability; occupier's liability, completed operations liability; products liability; owners and contractors liability; non-owned automobile liability; cross-liability and severability of interest provisions. Coverage shall be included for injury/loss/damage due to pollution arising from "hostile fires"; and
- (b) Standard owners form automobile policy including third party liability insurance and at least Two Million Dollars (\$2,000,000.00) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned or operated by or on behalf of the Licensee.

27. The insurance policies and certificates shall contain a provision that the Insurer shall not cancel, or materially change coverage as would affect this Agreement without providing the Licensor at least thirty (30) days' written notice. Such policy shall also require at least thirty (30) days' written prior notice of any change to or amendment, cancellation, expiration or termination of the coverage under such policies to be given to the Licensor herein; and be satisfactory to the Solicitor for the Licensor. All insurers shall be licensed to do business in Ontario, and such insurers and the insurance coverages shall be acceptable to the Licensor acting reasonably and prudently. The Licensee shall deliver to the Licensor Certificates of Insurance originally signed by authorized insurance representatives, or, if required by the Licensor, certified copies of such policies prior to the execution of this Agreement. In the event that the Licensee fails to do so, then this Licence may be immediately terminated at the Licensor's option without further notice being given by the Licensor to the Licensee. All insurance coverages to be provided by the Licensee herein shall be primary and not call into contribution any other insurance coverages available to

the Licensor and such coverage shall preclude subrogation claims against the Licensor and any other person insured under the policy. Insurance requirements and coverage herein shall not limit, reduce, or waive any of the Licensee's obligations to indemnify the Licensor pursuant to this Agreement herein or the liabilities assumed by the Licensee under this Agreement. The Licensee shall not do or omit to do anything that may breach, limit, restrict, or prejudice the terms or conditions of the insurance coverages referred to herein.

Breach/Failure to Perform

28. Without restricting any other right of the Licensor provided in this Agreement or by law, in the event that the Licensee shall breach any of the terms, covenants, warranties and/or conditions of this Agreement, fail to perform any of its covenants, responsibilities or obligations under or in this Agreement or fail to perform any provision of this Agreement, the Licensor, in its sole and unfettered discretion:

- (a) in the event that emergency work is necessitated as a result of the act, omission or neglect of the Licensee, may undertake immediately such work, without notice to the Licensee, and all reasonable costs, expenses and expenditures of the Licensor of such emergency work shall be borne by the Licensee and payable forthwith upon written demand by the Licensor, and the Licensor shall have no liability to, or obligation to compensate, the Licensee for any loss or damage whatsoever resulting from such action by the Licensor; or
- (b) the Licensor may give notice of such breach to the Licensee in writing to the effect that unless the Licensee rectifies such breach within forty (48) hours of the deemed receipt of such notice, the Licensor may, at its option, terminate this Licence forthwith with no compensation to the Licensee whatsoever;

in either case without prejudice to any other right or remedy the Licensor may have under this Agreement or provided by law. All costs, expenses and expenditures of the Licensor herein shall be paid by the Licensee upon demand and, if not so paid, shall bear interest at twelve percent (12%) per annum from the date of demand.

No Waiver

29. The Licensor's rights under this Agreement shall not in any manner be prejudiced even if the Licensor has overlooked or condoned any non-compliance, breach or default with the terms, covenants and conditions of this Agreement by the Licensee nor shall the Licensor's rights in any way be limited or restricted by any other right or privilege that the Licensor may have under this Agreement or provided by law. Upon default by the Licensee under any term, covenant or condition of this Agreement, and at any time after the default, the Licensor shall have all rights and remedies provided by law and by this Agreement. No acceptance of the Licence Fee subsequent to any breach or default, other than non-payment of Licence Fee, shall be taken to operate as a waiver or condoning of any term, condition or covenant of this Agreement nor in any way to defeat or affect the rights of the Licensor hereunder.

30. No delay or omission by the Licensor in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the Licensor may remedy any default by the Licensee in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Licensee. The failure of the Licensor to insist upon strict performance of any of the covenants, terms or conditions of this Agreement, in any one or more instances, shall not be construed as a waiver of its right to insist on compliance with same or any other covenant, term or condition at any time. All rights and remedies of the Licensor granted or recognized in this Agreement are cumulative and may be exercised at any time from time to time independently or in combination.

Removal of Licensee's Property

31. Upon the termination, expiration, lapse or other manner in which this Licence may cease to be in force, the Licensee shall immediately cease activities and operations at the Premises and make whatever arrangements are necessary to leave the Premises in a clean, tidy and safe condition free from any hazards. In addition, the Licensee shall remove, at the Licensee's expense, all equipment, chattels, fixtures, erections or improvements placed or made by the Licensee on the Premises or supplies and materials deposited on the Premises by the Licensee and shall restore the Premises to the satisfaction of the Licensor, and upon failure to do so within forty (48) hours of termination, expiration or lapse as aforesaid, the Licensor may remove all or any of the said all equipment, chattels, fixtures, erections or improvements of the Licensee or supplies and materials so deposited by it and restore the Premises to their former condition and shall be entitled to recover all costs and expenses arising from and related to same from the Licensee and in no event shall the Licensor be required to pay compensation to the Licensee in respect of any such equipment, chattels, fixtures, erections or improvements or supplies or materials or return same to Licensee. Notwithstanding anything contained herein to the contrary, the

Licensee shall not be entitled to remove any equipment, chattels, furnishings, fixtures, erections or improvements or supplies or materials donated to the subject Premises by the Licensor.

Notices

32. All notices, or any other thing to be given or delivered pursuant to this Agreement, unless otherwise specified, shall be given in writing and delivered personally, transmitted by facsimile or by prepaid registered mail, and addressed as follows:

- (a) If to the Licensor:
City of Hamilton
City Hall
71 Main Street W., Hamilton ON L8P 4Y5
Attention: City Clerk

with a copy to:

City of Hamilton
Economic Development Division
71 Main Street West, Hamilton, Ontario L8P 4Y5
Attention: Manager, Real estate

- (b) If to the Licensee:

Or such other address as the Licensee or Licensor may, from time to time, advise each other by notice in writing. All notices delivered by facsimile shall be deemed received upon mechanical confirmation of transmittal. All notices mailed hereunder shall be deemed to have been given and received by the addressee seventy-two (72) hours following mailing. In the event of actual or threatened postal interruption, all notices shall be delivered personally or by facsimile.

No Assignment, Transfer or Encumbrance

33. The Licensee shall not assign, transfer or encumber in any manner or part this Agreement without the prior written consent of the Licensor. Such consent may be arbitrarily or unreasonably withheld by the Licensor notwithstanding any statutory provision to the contrary. Any attempt to assign, transfer or encumber any of the rights, duties or obligations of this Agreement without such consent of the Licensor is void.

Binding on Permitted Successors, Assigns

34. This Licence and all terms, covenants, conditions, provisions and licence fee herein reserved shall be binding upon and shall enure to the benefit of the Licensor and Licensee and their respective successors and permitted assigns.

Act of God or Want of Authority, etc.

35. To the extent that the Licensor is unable to fulfil, is delayed or is restricted in fulfilling any of its obligations contained in this Agreement by reason of any act of God, act of terror, any labour strike or disruption, or by reason of any statute, law or order-in-council, or any regulation, by-law or order passed thereunder or made pursuant thereto, including a by-law of the municipal Council of the City, or the order or direction of any government department, official or other authority, including the Licensor acting in its capacity as a municipal authority, or of any administrator, controller or board; not being able to obtain any permission or authority required by or under any statute, law or order-in-council, or any regulation, by-law or order; or any other cause beyond its control, whether of the foregoing character or not, the Licensor shall, in its sole discretion, be entitled to terminate this Agreement, extend the time to fulfil its obligation or amend the obligation thereby restricted to conform with such restriction and the Licensee or any other person affected is not entitled to any compensation whatsoever whether for any inconvenience, nuisance, discomfort, damages, loss or otherwise thereby occasioned.

No Other Representation, etc.

36. This Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

Severability

37. If any provision or provisions of this Agreement or parts thereof or the application thereof to any person or circumstances shall be found by any Court to any extent to be invalid or unenforceable or to be void or illegal, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Agreement shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or illegal. The remainder of this Agreement and its application to any person or circumstances shall not be affect thereby; and the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Early Termination

38. This License may be terminated at any time by either party to this agreement without penalty by providing three (3) months' notice in writing to the other party.

39. In the event of the early termination under Section 38, prorated portion of fees for unused time paid under this License Agreement shall be returned to the Licensee using the following formula to calculate:

$((\$2,880 \text{ Fees paid} - \$1,500 \text{ City's Legal and administration fees}) / 48 \text{ months}) \times \text{number of full months from the date of termination until the end of the License Agreement.}$

IN WITNESS WHEREOF the parties hereto have duly executed this Licence by their officers duly authorized in that behalf and caused to be affixed their corporate seals.

CITY OF HAMILTON

CYNY INC.

Name: Fred Eisenberger
Title: Mayor

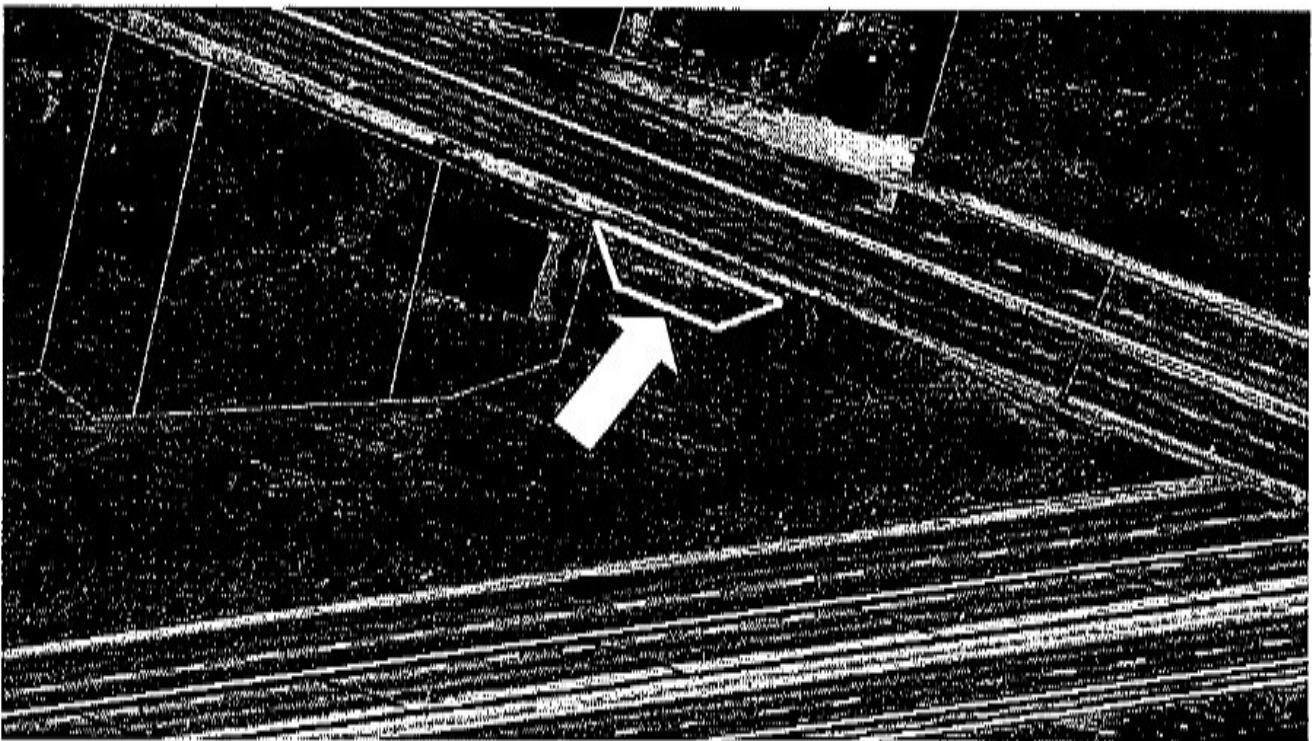
By: _____
Name: _____ c/s
Title: _____

Name: Rose Caterini
Title: City Clerk

By: _____
Name: _____ c/s
Title: _____

I/We have authority to bind the Corporation

SCHEDULE "A" – Sketch of the Premises



DRAFT