

**BY-LAW NUMBER 29-14**

- of -

**THE CORPORATION OF THE COUNTY OF BRANT**

To authorize execution of an agreement between the Corporation of the City of Brantford, the Corporation of the County of Brant and Coinamatic Canada Inc. for the contract for laundry concessions for the John Noble Home's Bell Lane Terrace Apartments.

**WHEREAS** the County of Brant is desirous of entering into an agreement with the City of Brantford and Coinamatic Canada Inc. for the contract for laundry concessions for the John Noble Home's Bell Lane Terrace Apartments;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

1. **THAT** the Agreement, attached hereto as "Schedule 1", between the Corporation of the County of Brant, the Corporation of the City of Brantford and Coinamatic Canada Inc. for the contract for laundry concessions for the John Noble Home's Bell Lane Terrace Apartments, be and it is hereby approved.
2. **THAT** the Mayor and the Clerk be and are hereby authorized to execute the said Agreement on behalf of the Corporation of the County of Brant and to affix the corporate seal thereto.

**READ** a first and second time, this 25<sup>th</sup> day of March, 2014.

**READ** a third time and finally passed in Council, this 25<sup>th</sup> day of March, 2014.

**THE CORPORATION OF THE COUNTY OF BRANT**

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Ron Eddy, Mayor

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Heather Boyd, Clerk



THIS INDENTURE made this XX day of XXXXXX, 2014.  
IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

**JOHN NOBLE HOME**  
(hereinafter called the "Landlord")

OF THE FIRST PART;

-and-

**COINAMATIC CANADA INC.**  
(hereinafter called the "Tenant")

OF THE SECOND PART;

ARTICLE I  
Demise and Term

Section 1.01 Premises

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained, the Landlord doth hereby demise and lease unto the Tenant, that certain parcel or tract of land and premises situate, lying and being in the City of Brantford, and described as the "Laundry Rooms" as shown on the attached schedule ("Buildings").

Section 1.02 Term

TO HAVE AND TO HOLD the demised premises, for and during the term of five (5) years, commencing on May 1, 2014 and ending on April 30, 2019. The parties may agree to renew this lease for two (2) additional one-year terms, however neither party shall be obligated to agree to any such renewal.

ARTICLE II  
RENT

Section 2.01 Rent

YIELDING AND PAYING THEREFOR as follows:

During the term granted hereunder, the Tenant shall pay the Landlord 90% of the monthly Revenue in excess of \$120.00 Dollars per month (“Base Amount”), calculated on a per diem basis (rent). Revenue is defined to mean the number of uses of the washers and dryers multiplied by the vending prices net of all taxes.

The Base Amount shall be adjusted annually by the Consumer Price Index. The Tenant shall provide the Landlord written notice of the amount of said increase to the Base Amount. In the event that Revenues shall fall below the Base Amount the Landlord shall pay the difference to the Tenant.

The Tenant shall make payments to the Landlord by the tenth (10) business day of the month following the calculation of the Revenues.

Section 2.02 Place of Payment

All payments required to be made by the Tenant under and in respect of this lease shall be made to the Landlord at the Landlord’s address, c/o John Noble Home, 97 Mount Pleasant Ave, Brantford, ON N3T 1T5, or to such agent or agents of the Landlord, or at such other place as the Landlord shall hereafter from time to time direct in writing to the Tenant.

Section 2.03 Payment of Rent

(a) The Tenant covenants with the Landlord that during the said term the Tenant will pay to the Landlord the rent herein reserved in the manner herein provided.

(b) In the event that any cheque tendered in payment of rent is dishonoured or returned N.S.F., the Tenant shall pay any bank charges associated with any dishonoured cheque. The foregoing shall not be interpreted to mean that the Landlord consents to any non-payment of rent, but merely establishes an additional consequence for the Tenant of the breach of an important requirement of this lease.

Section 2.04 Audit

At reasonable times during business hours during this lease upon prior notice, the Landlord, or its agents, shall be entitled to audit the books, records related to the Buildings and upon request, receive hard copy reports on the data from the on-board audit system of the Equipment as necessary in order to verify the calculations of the Landlord’s entitlement to a percentage of Revenues, as set forth in Section 2.01, for any given month within a calendar year. The Tenant need only retain audit information from the Equipment for twelve (12) months.

ARTICLE III  
Tenant's Covenants

Section 3.01 Installation of Equipment

The Tenant shall be responsible for the installation of the two (2) Hi-Efficiency Washers and two (2) Hi-Efficiency Electric Dryers; CSA approved Flexvent from the dryers to the Laundry Room wall, including related Tenant owned vending machines and laundry smart cards and smart card related equipment, referred to as the "Equipment".

Section 3.02 Maintenance / Cleaning of Flexvent

The Tenant shall be responsible to provide an annual schedule for the maintenance and cleaning of flexvent from the dryers to the walls as required. The Tenant shall ensure its service technicians are TSSA qualified for the natural gas clothes dryers and have a valid Ontario Certificate of Qualification for natural gas.

Section 3.03 Loss or Major Damage to Equipment

In the event of loss or major damage to the Equipment The Tenant shall either place the same in good repair or replace the same with like Equipment within seven (7) days, provided the Laundry Room is in a functional state of operation.

Section 3.04 Vending Rates

The Tenant agrees that it will charge the vending rates, as the Landlord has approved for a three (3) year rate structure. The Tenant acknowledges any further increases in the vending rates for the remaining term of the lease are to be approved by the Landlord.

Section 3.05 Workplace Safety and Insurance Board (referred to as "WSIB")

The Tenant shall provide the Landlord with a current WSIB Clearance Certificate specific to the work being performed and shall maintain WSIB coverage throughout the term of this lease.

Section 3.06 Occupational Health and Safety Act

Work under this contract must be carried out in accordance with the Occupational Health and Safety Act, its current regulations and amendments thereto, and any successor legislation.

Section 3.07 Public Orders

The Tenant shall, at its own expense, observe and promptly comply with all public orders which may be applicable to the Equipment.

Section 3.08 Nuisance

The Tenant will not do or omit or permit to be done by its employees or agents or omitted upon or about the demised premises by its employees or agents, anything which shall result in a nuisance or menace to the Landlord, or to owners or occupiers of neighbouring premises; provided that the normal use of the premises for the purposes hereunder shall not be deemed to be a nuisance.

ARTICLE IV  
Smart Card System & Resident Claims

Section 4.01

(a) The Tenant agrees to supply an Interac certified debit/credit smart card reload centre and to install and connect it to the Landlord supplied dedicated telephone line connection and electrical power connection at a position in the Laundry Room to be agreed to by the parties. The Landlord agrees not to attach any other telecommunications device to said dedicated telephone line during the term of this lease or any extensions thereof.

(b) The Landlord agrees to purchase any additional smart cards required from the Tenant, which may be purchased in lots of ten (10) smart cards per package at the price of \$5.00 plus taxes for each smart card plus a delivery charge for the order. The Landlord's designated person empowered to order and to receive purchased smart cards is the Landlord's Property Manager or Property Management Clerk for the Buildings.

(c) The Landlord agrees to inform the Buildings residents that they must treat their smart card the same as cash and that any lost or stolen smart cards or smart cards damaged from misuse, defacement or alteration constitute lost cash with no obligation to provide a refund or replacement smart card.

(d) Undamaged smart cards which are found to be defective will be replaced by the Tenant without charge and the verified cash balance on said defective smart card will be refunded or loaded onto the replacement smart card by the Tenant.

Section 4.02

(a) The Tenant agrees to provide contact information in the Laundry Room in a conspicuous location to permit the Buildings residents to report Equipment malfunction and claims related thereto to the Tenant.

(b) The Tenant agrees to refund to Building residents any money value lost from the malfunction of a washer or dryer located at the Building, provided the Building resident contacts the Tenant's customer care centre and provides the specific details of the malfunction and loss of money. The Tenant agrees to compensate on the basis of the Fair Claims Guide of the International Fabricare Institute for damaged clothing claims of Building residents resulting from malfunction of a washer or dryer. A copy of the Fair Claims Guide shall be provided to the Landlord's Building management for reference by the Building residents.

ARTICLE V  
Insurance

Section 5.01 Commercial General Liability Insurance

The Tenant covenants and agrees at all times during the term hereof to take out and keep in full force and effect a policy of Commercial General Liability Insurance insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence. In addition, any subcontractors have to be approved by the Landlord before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

- (a) Include Tenant's legal liability coverage;
- (b) Include as an additional insured "John Noble Home";
- (c) Contain a cross-liability clause endorsement, severability of interest's clause endorsement;
- (d) Contain a clause including Contractual Liability coverage arising out of the contract or agreement.
- (e) Proof of insurance will be submitted by way of an executed Certificate of Insurance describing the coverages required hereunder provided to Landlord on an annual basis;
- (f) The Tenant will request the insurer to use its best endeavours to give thirty (30) days prior written notice by mail or facsimile transmission to the Landlord if coverage is cancelled as outlined in the coverages specified herein for any reason;
- (g) It shall be the sole responsibility of the Tenant to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfill its obligation under this lease. Any such additional insurance shall be maintained and provided at the sole expense of the Tenant.

#### Section 5.02 Automobile Liability Insurance

The Tenant shall have liability insurance in respect of the use or operation of licensed vehicles owned or leased by the Tenant in combined limits of not less than \$2,000,000 per occurrence.

#### Section 5.03 Non-owned Automobile Liability Insurance

The Tenant shall provide the Non-owned Automobile Liability insurance in standard form having combined limits of not less than \$2,000,000.00 per occurrence in respect of the use or operation of vehicles not owned by the Tenant.

#### Section 5.04 Indemnification

(a) The Tenant agrees to indemnify and save harmless the Landlord and its officers, agents, servants, successors, employees and assigns from and against all claims resulting from the negligent acts or omissions related to the Equipment of the Tenant, its employees or agents or other persons for whom it is at law responsible including all damages, liabilities, deficiencies, costs. Including reasonable legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon. In no event shall the Tenant be liable for any indirect, special, incidental or consequential damages or costs including loss of profits, loss of expected saving, loss of property or use thereof or business interruption or environmental damaged, hazards or claims arising out of this agreement or any breach of this agreement or any claim by Landlord related to or the subject of this lease even if Tenant has been advised of the possibility of such damages or even if such damages arise from the negligence of Tenant.

(b) The Landlord agrees that it will indemnify and save harmless the Tenant and its officers, employees, servants, agents, successors, subcontractors, and assigns from and against any and all claims resulting from the negligent acts or omission related to the Laundry Room, the Building and their appurtenant land and improvements of the Landlord, its employees or agents or other persons

for whom it is at law responsible including all damages, liabilities, expenses, costs, including reasonable legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon. In no event shall the Landlord be liable for any indirect, special, incidental or consequential damages or costs including loss of profits, loss of expected savings, loss of property or use thereof or business interruption or environmental damages, hazards or claims arising out of this agreement or any breach of this agreement or any claim by the Tenant related to or the subject of this Lease even if Landlord has been advised of the possibility of such damages or even if such damages arise from the negligence of Landlord.

## ARTICLE VI Use of Premises

### Section 6.01 Use of Premises

The Tenant will not use the demised premises for any other purpose than the installation, maintenance and repair of the Equipment, or such other uses as may have been specifically approved by the Landlord. The Landlord will not permit the demised premises to be used for any other purpose than as a Laundry Room during the term hereof.

### Section 6.02 Right of Inspection

It shall be lawful for Landlord and its agents at all reasonable times during the said term to enter the demised premises to inspect the condition of the Equipment. Where an inspection reveals malfunction of the Equipment or serious damage to the Equipment, the Landlord shall notify the Tenant either verbally or in writing thereof. The Tenant shall make all necessary repairs in a timely manner or immediately, if the repairs could result in a reduction in safety to the Building residents.

## ARTICLE VII Assignment and Subletting

### Section 7.01 Assignment

In the event of any assignment or subletting of the whole or any portion of the demised premises, such assignment or sublease must first be approved by the Landlord in writing, which approval may be arbitrarily withheld and the Tenant's covenants and all of them shall remain, notwithstanding such assignment or sublease, in full force and effect. The foregoing shall not prevent a licensee of the Tenant from carrying on operations on the demised premises.

## ARTICLE VIII Landlord's Covenants

### Section 8.01 Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment.

### Section 8.02 Use of Premises

The Tenant shall have the exclusive right to occupy the demised premises and provide

laundry equipment to the Buildings.

#### Section 8.03 Building Maintenance

The Landlord is responsible for the safety and security of the Buildings, the Laundry Rooms, the Equipment and for public liability and property insurance thereof. The Landlord is also responsible for providing in good order the Laundry Rooms and air conditioning, heat, lighting, functional floor drains, sewer outlets, adequate venting, sanitary cleaning and janitorial services for the Laundry Rooms. The Landlord will provide maintenance and basic janitorial services for all public areas of the Building including the Laundry Rooms. The Landlord shall maintain the physical elements of the Buildings and the common areas used in conjunction with the demised premises and all physical elements and utility equipment of the Laundry Rooms.

#### Section 8.04 Utilities

The Landlord shall pay, as the same become due respectively, all charges for public and private utilities, including without limitation, water, gas, electrical power or energy, steam or hot water used on or in respect of the demised premises and for fittings, machines, apparatus, meters or other things leased in respect thereof, and for all work or services performed by any corporation or commission in connection with such public or private utilities.

The Landlord will install and maintain dedicated telephone lines for the use of the “Interac” certified debit-credit reload centre in the demised premises at its cost.

#### Section 8.05 Access

The Landlord hereby grants to the Tenant, its employees, agents, subcontractors and representatives access to the demised premises at all reasonable times and on a twenty four (24) hour seven (7) day per week to provide any emergency service required for the Equipment.

#### Section 8.07 Realty Taxes

The Landlord shall pay all realty taxes and local improvement charges in respect of the Laundry Rooms and the Buildings.

### ARTICLE IX

#### Alterations, Additions, and Fixtures

##### Section 9.01 Alterations and Additions

The Tenant may not make (or permit any sub-tenant or licensee or concessionaire to make) alterations, additions and/or improvements to the Laundry Rooms.

##### Section 9.02 Additional Equipment

The parties agree that the Landlord reserves the right to request additional washers and dryers, based upon usage requirements and mutual agreement of the parties and the Base Amount shall increase by the then current Base Amount per laundry machine for each additional laundry machine. All plumbing, electrical, ventilation and physical alterations to the Laundry Room necessary to accommodate any such additional washers or dryers shall be for the sole account of the

Landlord.

Section 9.03 Trade Fixtures, Machinery and Equipment

The Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed by the Tenant on the demised premises shall not become the property of the Landlord or a part of the realty no matter how affixed to the demised premises and may be removed by the Tenant or the Tenant's sub-tenant or licensee in their discretion at any time and from time to time during the entire term of this lease and any renewals. Upon the request of the Tenant or the Tenant's assignees or any sub-tenant or licensee, the Landlord shall execute and deliver any real estate consent or waiver forms submitted by any Vendors, lessors, chattel mortgagees or holders or owners of any trade fixtures, machinery, equipment, furniture, or other personal property of any kind and description kept or installed on the demised premises by the Tenant or any sub-tenant or licensee, setting forth the fact that the Landlord waives, in favour of such vendor, lessor, chattel mortgagee or other holder or owner of any lien, claim, interest or other right therein superior to that of such Vendor, Lessor, Chattel Mortgagee, owner or holder. The Landlord further agrees to acknowledge that the property covered by such consent or waiver form is personal property and is not to become part of the realty no matter how affixed thereto and that such property may be removed from the demised premises by the Vendor, Lessor, Chattel mortgagee, owner or holder, as the case may be, at any time upon default by the sub-tenant or licensee in the terms of such chattel mortgage or other similar document free and clear of any lien or claim of the Landlord.

ARTICLE X  
Expropriation

Section 10.01 Expropriation

If the whole or any part of the demised premises shall be taken or expropriated by any competent authority for any use or purpose during the term of this lease or any renewals, the Tenant reserves unto itself the right to prosecute its claim for an award based on its leasehold interest and ownership of its trade fixtures, machinery and equipment for such taking, without impairing any right to the Landlord for the taking of or injury to the reversion.

Section 10.02 Partial Taking

If only a portion of the demised premises is taken by any competent authority and the remaining portion thereof is capable of being used safely as a laundry room and to the same extent after such expropriation as the laundry room carried on before the expropriation or can be rendered so capable by remodelling or reconstruction of the demised premises, this lease shall continue in full force and effect as to the remainder of the demised premises and the Landlord shall promptly restore the remainder of the demised premises to a complete, independent, and self-contained architectural unit, and all of the terms herein provided shall continue in effect, except that the rental shall thereafter be reduced in the same proportion as the value of the portion of the demised premises so taken bears to the total value of the demised premises. If the demised premises are not capable of use as aforesaid, then this lease shall be terminated from the date of such taking.

ARTICLE XI  
Remedies and Termination

Section 11.01 Landlord's Right of Re-Entry

The Landlord may re-enter upon non-payment of rent, or non-performance of covenants subject to the provisions of this lease. If the Tenant shall fail to make any payment or part thereof for thirty (30) days after the due date therefor, or shall fail to perform or observe any other covenants, provisos or agreements contained herein, and such failure to perform or observe shall continue for thirty (30) days after written notice thereof specifying the Landlord's right of termination herein, then, and in each case, the Landlord shall have the following remedies:

(a) Termination

The Landlord may, by written notice, terminate this lease and the Tenant shall immediately deliver up vacant possession of the demised premises to the Landlord;

(b) Cure Default

In the event of a default by the Tenant such as can be cured only by the performance of work on the Equipment or the furnishing of materials to the Equipment, and if such work cannot reasonably be completed or such materials reasonably obtained and/or utilized within sixty (60) days, such default shall not be deemed to continue if the Tenant proceeds promptly with such work as may be necessary to cure the default and diligently completes the same.

(c) Legal Costs

If the Landlord shall commence an action for collection of rent or other sums payable under this lease or if the same shall be collected upon the demand of a solicitor or if the Landlord shall commence an action to compel performance of any of the terms, conditions, covenants or provisos under this lease or for damages for failure of the Tenant to perform the same or if the same shall be performed upon the demand of a solicitor, then, unless the Landlord shall wholly lose such action, the Landlord shall collect from the Tenant and the Tenant shall pay to the Landlord all reasonable legal costs as may be agreed or ordered to be paid by the Tenant by the court hearing such action.

Section 11.02 Termination for Business Efficacy

If for any reasons beyond the control of the Tenant, revenue from the Laundry Room decreases or the cost of operation of the Equipment or the Laundry Room increase making operation of the Laundry Room uneconomical and the Landlord and Tenant are unable to establish a new agreement, the Tenant may terminate this lease on sixty (60) days prior written notice to the Landlord.

Section 11.03 Surrender on Termination

The Tenant will, at the expiration or sooner determination of the said term, peaceably surrender and yield up unto the Landlord the said premises hereby demised with the appurtenances, buildings and erections which at any time during the said term shall be made therein or thereon. Provided always that the Tenant may remove its equipment, furniture, and trade fixtures therefrom.

ARTICLE XII  
Miscellaneous

Section 13.01 Holding Over

In the event that the Tenant continues to occupy the premises after the last day of the term hereby created or after the last day of any extension of the said term, and the Landlord elects to accept rent thereafter, a month to month tenancy shall be created and no longer.

Section 13.02 Invalidity of Provisions

If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons through circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby.

Section 13.03 Waivers, Cumulative Remedies etc.

Any condoning, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso, or condition herein contained or the acceptance of any rent while any such default, breach or non-observance exists, shall not (any law, statutory or otherwise to the contrary notwithstanding) operate as a waiver of the first-mentioned party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of such first-mentioned party hereunder in respect of any such continuing or subsequent default, breach or non-observance and all rights and remedies herein contained of such party shall be deemed to be cumulative and not alternative and the taking of any proceeding or step shall not preclude the taking of any other proceeding or step.

Section 13.04 Service of Notice

Any notice, request or demand herein provided for or given hereunder if given by Tenant to Landlord shall be sufficiently given if delivered personally, or if mailed by prepaid registered mail addressed to the Landlord c/o 220 Colborne Street, Brantford, Ontario.

Any notice herein provided for or given hereunder if given by Landlord to Tenant shall be sufficiently given if served personally, or if mailed as aforesaid addressed to the Tenant at 30 Matheson Blvd. W., Mississauga, ON L5R 3G3. ATTENTION: Jeff Gilpin.

Any notice herein provided for or given shall be conclusively deemed to have been given when served personally, or if mailed, on the fifth business day following the day on which such notice is mailed as aforesaid. Either Landlord or Tenant may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter.

Section 13.05 Whole Agreement

This lease and the Schedules annexed hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the demised premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to

this lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by both of them.

#### Section 13.06 Binding upon Successors and Assigns

The terms, covenants, and conditions of this lease shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors or assigns and shall run with the land.

#### Section 13.07 Registration

The Landlord covenants that it will join in and execute in a proper registerable manner any Short form of Lease or Notice of Lease which may be required by the Tenant for registration purposes in accordance with the provisions of the Registry Act (Ontario), The Land Titles Act (Ontario), and the Land Registration Reform Act (Ontario).

#### Section 13.08 Force Majeure

A force majeure event shall mean an event or occurrence beyond the reasonable control of a party such as, but not limited to: acts of God; action by any government authority (whether valid or invalid); acts of war or terrorism; criminal activity; fires; contagions; floods; wind storms; extremes of weather; explosions; riots; natural disasters; pollution; environmental problems; sabotage; vandalism; labour problems (including lock-outs, strikes and slow downs); inability to obtain power, water, material, labour, equipment or transportation; utility or software disruptions; or court injunction or municipal, government, regulatory body or utility order which causes a failure or delay of either party to perform its obligations or inhibits or which prevents the generation of revenues contemplated by this agreement. In the event of a force majeure, performance of any activity, including where applicable, payment of monetary amounts, shall be excused for the period that such event or occurrence continues and the term of this agreement shall be extended for a period of time equal to the period of such event or occurrence, provided that the party affected makes reasonable efforts to correct the reason for such delay where possible and gives to the other party prompt notice of any such delay.

#### Section 13.09 Time of the Essence

Time shall be of the essence of this lease and every part hereof.

#### Section 13.10 Inspection

The Tenant acknowledges that it has inspected the demised premises and that it is familiar with the state of repair thereof.

#### Section 13.11 Duty of Good Faith

Landlord and Tenant agree to perform their respective contractual obligations and their discretionary actions related to negotiation, performance and enforcement of this lease in good faith, including acting reasonably in exercising any discretion, judgment, approval or extension of time which may be required to effect the purpose and intent of this lease.

Section 13.12 Confidential Information

Except where such disclosure may be required by law or for the insurance policy coverages of a party, each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available this lease or the terms or conditions of this lease or the confidential information of the Tenant, except with the consent of the Tenant and only to the extent necessary to perform this lease. This does not preclude disclosure by Landlord to its employees on a need to know basis.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals, as of the date first above written

**JOHN NOBLE HOME**

Per:

\_\_\_\_\_  
Chris Friel  
City of Brantford Mayor

Date:\_\_\_\_\_

\_\_\_\_\_  
Lori Wolfe  
City of Brantford Clerk

Date:\_\_\_\_\_

\_\_\_\_\_  
Ron Eddy  
County of Brant Mayor

Date:\_\_\_\_\_

\_\_\_\_\_  
Name:  
County of Brant Clerk

Date:\_\_\_\_\_

**COINAMATIC CANADA INC.**

Per:

\_\_\_\_\_  
Gord Alderdice  
President

Date:\_\_\_\_\_