

THIS LICENSE AGREEMENT made this ____th day of September 2024

B E T W E E N:

THE MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**" or "**Middlesex Centre**")

OF THE FIRST PART

- and -

ELITE PERFORMANCE AND INJURY CLINIC
c/o HGLW Holding Inc.
(hereinafter referred to as "**EPIC**" or "**Licensee**")

OF THE SECOND PART

WHEREAS the Municipality is the owner and operator of the Komoka Wellness Centre located at 1 Tunks Lane, Middlesex Centre, Province of Ontario (the "**Komoka Wellness Centre**");

AND WHEREAS EPIC provides physiotherapy and medical services to community-based and professional individuals and is providing limited services associated with the physiotherapy and exercise services provided by Dr. Chris Chant (the "**Services**");

AND WHEREAS an addition to the Komoka Wellness Centre is being constructed and shall be situated at the rear of the Wellness Centre specifically in the area identified in blue on the attached Schedule "A" (the "**Komoka Wellness Centre Expansion**");

AND WHEREAS the Komoka Wellness Centre Expansion shall be used by EPIC for the purposes of delivering and providing its Services and is identified as the "**Licensed Area**". EPIC's use of the Licensed Area shall at all times be subject to the terms and conditions set out in this Agreement;

AND WHEREAS the Municipality agrees to allow EPIC non-exclusive use of the Licensed Area subject to the terms, covenants and conditions set out in this Agreement;

AND WHEREAS at all times during its use of the Licensed Area EPIC shall comply with all applicable laws which shall be broadly defined to include but not limited to the Municipality's by-laws, rules, policies and guidelines any applicable Provincial or Federal laws, regulations, policies, guidelines and directives or orders of any governmental authority (collectively referred to as "**Applicable Law**" or "**Applicable Laws**") that in any

manner relate to or affect the Licensed Area and the use of the Licensed Area by EPIC for the purposes set out in this Agreement;

AND WHEREAS EPIC has all the necessary and appropriate approvals, permits, licenses, authorizations and any other approvals required by any governmental authority in accordance with all Applicable Laws to allow for, and provide, the Services in the Licensed Area;

NOW THEREFORE THIS INDENTURE WITNESSETH that, in consideration of the mutual agreements of the parties and in consideration of Ten (\$10.00) dollars now paid by each of the parties to the other, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree with each other as follows:

RECITALS

1. The above recitals are true in substance and in fact and are hereby incorporated into this License Agreement by reference.

TERM

2. This License Agreement shall be in force from the time occupancy is issued which is estimated to be in or around March 1, 2025, and continuing for a period of approximately twenty-five (25) years until December 31, 2050, unless terminated prior thereto in accordance with the terms of this Agreement (the **"Initial Term"**).
3. Provided the Licensee is not in default under this Agreement, the Licensee shall have the option to renew this Agreement at the end of the Term (**"Option to Renew"**) for a further period of two (2) five-year terms (being the **"First Option to Renew"** and the **"Second Option to Renew"**) from and after the expiry of the Initial Term on the same terms and conditions (the **"Renewal Terms"**).
4. If the EPIC wishes to exercise its Option to Renew, EPIC shall provide written notice to Middlesex Centre at least sixty (60) days prior to the expiry of the Initial Term (**"Option to Renew Period"**) or sixty (60) days prior to the expiry of the First Option to Renew and/or Second Option to Renew.
5. Middlesex Centre may terminate this License Agreement upon providing EPIC with a minimum of ninety (90) days written notice of its intention to terminate this License Agreement pending any contravention of this License Agreement.

GRANT OF LICENSE

6. Subject to the terms and conditions of this Agreement, Middlesex Centre grants to the Licensee a non-exclusive license to use the Licensed Area subject to the terms and conditions set out in this Agreement provided that EPIC is, at all times, in compliance with all Applicable Laws for the sole purposes of providing the Services during the Initial Term and the First Renewal Term and Second Renewal Term.
7. The Licensee confirms that all necessary permits, permissions, approvals and any other authorizations (collectively the “**Permits**”) as it relates to the provisions of the Services and/or the construction of the Komoka Wellness Centre Expansion have, or shall be, obtained prior to constructing the Komoka Wellness Centre Expansion and initiating the provision of the Services and any such Permits shall remain in full force and effect during EPIC’s use of the Licensed Area for the Services as set out in this Agreement. The Licensee acknowledges and agrees that at all times it shall comply with all Applicable Laws for the sole purposes of providing the Services during the Initial Term, First Renewal Term and Second Renewal Term of this Agreement.
8. In addition to the License granted herein, EPIC shall have the right of ingress and egress to the Licensed Area, via the routes designated by Middlesex Centre. Middlesex Centre agrees that it shall designate the ingress and egress route in writing to EPIC prior to EPIC commencing any Services in the Licensed Area. Middlesex Centre may alter the routes in its sole and absolute condition at which time it shall immediately advise EPIC of such alterations in writing. EPIC shall post signage to the satisfaction of Middlesex Centre, acting reasonably, clearly identifying the ingress and egress routes.
9. Middlesex Centre and all persons authorized by it shall have the right at any time, acting reasonably, to enter the Komoka Wellness Centre Expansion for any purpose, and entry shall be deemed not to be an interference with EPIC and EPIC’s rights and privileges to use the License Area granted by this Agreement.

LICENSE FEE

10. In consideration for EPIC’s right to use the Licensed Area granted by Middlesex Centre to EPIC the Parties agree that EPIC shall pay to Middlesex Centre a license fee in the amount of Ten Dollars \$10.00.

COSTS

11. EPIC will be responsible for all costs associated with the design, engineering and construction of the Komoka Wellness Centre Expansion and maintenance and

operating expenses for the duration of the lease agreement.

USE OF THE LICENSED AREA

12. The Licensed Area shall be used by EPIC solely for the purposes of providing the Services and for no other purpose unless such other purposes are agreed to in advance in writing by Middlesex Centre.
13. EPIC acknowledges and agrees that it shall, at all times, be responsible for and supply all of its own equipment and supplies required to conduct the Services.
14. EPIC acknowledges and agrees that at all times it shall keep the Licensed Area in a clean and sanitary condition at EPIC's sole cost and expense and in accordance with all Applicable Laws.
15. EPIC acknowledges and agrees that it is responsible for maintaining the Licensed Area in good order and in good repair and will adhere to the Municipality's guidelines, policies and directives for any maintenance and repair required over the duration of the term.
16. EPIC shall forthwith upon receipt of written notice from the Municipality remove from the Licensed Area all signs, decorations, flyers and/or displays (collectively referred to as the "**Display**") to which Middlesex Centre objects and/or does not comply with all Applicable Laws. If the Display is not removed forthwith upon notification from the Middlesex Centre, the Municipality shall be permitted to remove the Displays with the costs associated with the removal being the sole responsibility of EPIC.
17. Middlesex Centre at no time shall be responsible for any items that are damaged or missing from the Komoka Wellness Centre Expansion or the Licensed Area or any damage to the Licensed Area.
18. Middlesex Centre shall provide access to the public washrooms in the Komoka Wellness Centre throughout the duration of this Agreement for any member of the public using the Services provided by EPIC in the Licensed Area.
19. Any additional supporting infrastructure including but not limited to electrical power, water, and any other utility / service deemed necessary for the provision of the Services by EPIC shall be at the sole cost and expense of EPIC and shall be provided in accordance with all Applicable Laws. At all times EPIC shall be solely responsible for any and all utility services necessary to provide its Services including but not limited to electrical power, water or any other utility/services.

20. It is the responsibility of EPIC at all times to ensure walking paths, fire routes and access points are maintained free and clear at all times and in accordance with all Applicable Laws.
21. It is the responsibility of EPIC to clearly and physically delineate the location of the Licensed Area to its patients.
22. EPIC, at all times, shall keep the Licensed Area in a clean and sanitary condition and in accordance with all Applicable Laws and shall keep the Licensed Area in good order and in good repair. If the Licensed Area is left in poor condition, EPIC may, at the discretion of Middlesex Centre, be invoiced for any costs incurred by Middlesex Centre to clean, repair and/or maintain the Licensed Area in accordance with all Applicable Laws.

STATE OF THE LANDS

23. Once the Term of this Agreement is fulfilled, EPIC shall forthwith remove any and all structures and any other appurtenances thereto from the Komoka Wellness Centre Expansion.
24. EPIC agrees to accept the Licensed Area on an “as is, where is” basis.
25. The Licensee covenants and agrees that, upon expiration or other termination of this Agreement, it shall remediate the Licensed Lands to the state and standard of repair to which they existed immediately prior to EPIC utilizing the Komoka Wellness Centre Expansion, in the sole and absolute discretion of Middlesex Centre, reasonable wear and tear excepted.

PUBLIC HEALTH

26. In the event of a pandemic or community wide public health concern, any and all applicable legislation, orders, directives, orders, guidance or recommendations from the Federal and/or Provincial Governments and/or Middlesex Centre and/or Middlesex-London Health Unit (“**Orders**”) shall automatically supersede any and all requirements and entitlements of EPIC as set out in this Agreement, and EPIC shall be required to immediately comply with such Orders and shall indemnify and hold Middlesex Centre harmless for any failure to do so.

GENERAL LIABILITY INSURANCE

27. EPIC shall, maintain in force and effect throughout the duration of this Agreement, including any renewals, at EPIC’s sole costs and expense obtain and keep in force

during the term of the Agreement, to the satisfaction of Middlesex Centre and underwritten by an insurer licensed to conduct business in the Province of Ontario insurance and such insurance shall satisfy the following and such insurance shall:

- a. provide commercial general liability insurance against claims for personal injury, bodily injury including death or property damage or loss arising in connection with the EPIC's use of the Community Centre Expansion Area and provision of Services;
 - b. provide primary coverage to Middlesex Centre as an additional insured;
 - c. provide products and completed operation coverage;
 - d. include a limit of liability of not less than \$5,000,000.00 per occurrence;
 - e. include a broad form of property damage, contractual liability, hostile fire coverage;
 - f. incorporate a cross-liability clause protecting Middlesex Centre against claims by EPIC as if Middlesex Centre was separately insured;
 - g. shall provide coverage which shall continue for the duration of the term of this Agreement, including any renewal term(s); and
 - h. contain a clause that the insurer will not lapse, cancel or change or refuse to renew the insurance without first giving Middlesex Centre sixty (60) days' prior written notice;
28. Forthwith after the execution of this Agreement, EPIC shall provide Middlesex Centre with evidence of such insurance to be provided as required in section 26 above in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of this Agreement dated September XX, 2024 between the Municipality of Middlesex Centre and EPIC.

INDEMNIFICATION

29. EPIC shall defend, indemnify and save harmless Middlesex Centre its elected officials, officers, employees, contractors, sub-contractors and agents from and against any and all claims of any nature, all actions, causes of action, losses, expenses, fines, costs (including consultant and legal costs), administrative penalties, Orders, judgment, interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expenses resulting from disruption of service, arising out of or allegedly attributable to EPIC, its directors, officers, employees, agents, contractors and subcontractors, vendors, or any of them, in connection with or in any way related to the delivery or performance of Services and use of the Komoka Wellness Centre Expansion. This indemnity shall be in addition to and not in lieu of any insurance to be provided by EPIC in accordance with this Agreement and this provision shall survive the termination or expiry of this Agreement.

NOTICE

30. Any notice to be given pursuant to this License Agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, or sent by e-mail in the case of:

The Municipality: Municipality of Middlesex Centre
 Scott Mairs
 Director of Community Services
 10227 Ilderton Road
 Ilderton, ON N0M 2A0
 519-666-0190 Ext. 5227
 Email: mairs@middlesexcentre.ca

The Licensee: **Address**

 Dr. Chris Chant
 chris.b.chant@gmail.com

or at another address that the Party has specified by notice in writing to the other Party. Where notice is given by mail, it is deemed to have been received by the person to whom it is addressed, on the fifth (5) business day following the next business day after which the notice, sent by prepaid first-class mail, was deposited in a post office or letter box in Ontario. Where notice is personally delivered or sent via email, it shall be deemed to have been received by the

person to whom it is addressed on the next business day immediately following the date of delivery. In the event of postal disruption, the Parties agree that service shall be made by personal delivery only.

ARBITRATION

31. Any and all disputes arising between the Parties hereunder shall be referred to the arbitration of three arbitrators, one to be nominated by the Licensee, one to be nominated by the Municipality, and the third to be appointed by the two so nominated before the reference is proceeded with and the decision of any two of the arbitrators shall be binding. A submission made under this paragraph shall be deemed to be a submission to arbitration within the provisions of the *Arbitration Act, 1991* (Ontario). The arbitrator(s) shall be instructed that time is of the essence in proceeding with the determination of any dispute and, in any event, the arbitration award must be rendered with sixty (60) days of the submission of such dispute to arbitration, or such other period as the Parties may agree.

SUPERVENING EVENTS

32. Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including, but not limited to the acts of God, acts of war, riot, fire, flood, or other disasters, acts of government, inoperability, or destruction of the Komoka Wellness Centre Expansion (unless by reason of the negligence of any Party to this Agreement).

FAILURE TO PAY

33. Failure of EPIC to pay any and all fees, charges, penalties, repairs, or any other costs incurred under this Agreement may result in the immediate termination of this Agreement upon Middlesex Centre providing written notification to EPIC.

LICENSEE'S COVENANTS

34. EPIC shall not do or permit anything to be done on the Komoka Wellness Centre or Licensed Area that may cause, or result in:
- a. a nuisance;
 - b. damage to the Licensed Area, surrounding area or to the Komoka Wellness Centre;
 - c. injury or annoyance to occupants or owners of any neighbouring properties or properties in close proximity to the Komoka Wellness Centre;

- d. any insurance on the Licensed Lands becoming void or voidable;
- e. a breach of any Applicable Laws; and/or
- f. a lien, mortgage, or other encumbrance to be incurred or registered against the Licensed Area.

GENERAL PROVISIONS

35. It is hereby mutually agreed between EPIC and Middlesex Centre that:

- a. No waiver of any of the provisions contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as further or continuing waiver of any such provision or as a waiver of any provision contained in this Agreement;
- b. Nothing contained herein shall be construed by the Parties hereto nor by any third party as creating the relationship of principal and agent, employee or employer, or of a partnership or of a joint venture between the Parties hereto.
- c. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this License Agreement and supersedes all prior agreements, representations, warranties, negotiations, discussions, and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. Time is and shall continue to be of the essence;
- d. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provisions or covenant hereof or herein contained;
- e. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereto irrevocably attorn to the exclusive jurisdiction of courts located in City of London, Province of Ontario, Canada;
- f. Notwithstanding anything contained in this Agreement, at no time shall Middlesex Centre be liable to EPIC for any lost profits, lost revenues or,

failure to realize expected savings even if informed of the possibility thereof in advance;

- g. Middlesex Centre at all reasonable times, may enter upon and view the state of repair of the Komoka Wellness Centre Expansion and EPIC agrees to comply with all reasonable requirements of Middlesex Centre with regard to the care, maintenance, and repair thereof, to the extent that EPIC is responsible under this Agreement for such care, maintenance and repair;
- h. EPIC shall not assign this Agreement or sublet the Komoka Wellness Centre Expansion without obtaining the prior written consent of Middlesex Centre and such consent may be arbitrarily withheld by Middlesex Centre;
- i. All of the provisions of this Agreement are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof, and all such provisions shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.

FURTHER ASSURANCES

- 36. Each of the Parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to implement and carry out the true intent and meaning of this Agreement.

COUNTERPARTS

- 37. This Agreement may be executed in counterparts and delivered by facsimile transmission or e-mail, and when each party has executed and delivered a counterpart, each such counterpart shall be deemed to be an original and all such counterparts when taken together shall constitute one and the same Agreement.

Signature page on following page.

IN WITNESS WHEREOF the proper officers of the parties hereto have executed this License Agreement.

CHRIS CHANT

Per: _____
Name: Chris Chant
Title: Principal

I have the authority to bind the corporation.

**THE MUNICIPALITY OF MIDDLESEX
CENTRE**

Per: _____
Name: Aina DeViet
Title: Mayor

Per: _____
Name: James Hutson
Title: Clerk

I/We have the authority to bind The Municipality of Middlesex Centre.

SCHEDULE "A"
KOMOKA WELLNESS CENTRE EXPANSION

