



Agreement for LED Lighting Products and Services

This Agreement (the “Agreement”) is effective on _____, 2017 (“Effective Date”).

BETWEEN

Lumenix, registered as 1947796 Ontario Inc., located at 15 Akron Road, Etobicoke, Ontario, Canada, M8W 1T3 and registered under the laws of the Province of Ontario, including its subsidiaries and affiliates (hereinafter referred to as “Lumenix”)

AND

CCC 12, located at 158 McArthur Drive, Ottawa, ON, K1L 7E7 (hereinafter referred to as “CCC 12”)

WHEREAS CCC 12 hereby agrees to purchase from Lumenix and Lumenix hereby agrees to provide CCC 12 with an LED lighting retrofit solution on the terms and conditions set out herein,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Work

(a) The Scope of Work provided by this Agreement is the delivery and installation of the light emitting diode lights, lamps and fixtures as counted and priced in Appendix “A” (the “LED Lights”) and the products and services provided by the terms of this Agreement as at the Effective Date (the “Scope of Work”).

2. Lumenix Commitment

Lumenix agrees that:

- (a) As part of the Scope of Work, it will:
- i. confirm the LED Lights to be delivered and installed;
 - ii. ensure all on-site staff are fully insured;
 - iii. comply with applicable laws in the provision of the Scope of Work;
 - iv. Provide notice to CCC 12 and its property management prior to beginning the installation of LED Lights to assure that Lumenix has access to areas required and that areas will be cleared of objects and/or vehicles required for installation of LED Lights;
 - v. complete the installation of LED Lights;
 - vi. inspect the installation of LED Lights upon completion;
 - vii. Provide the details of and related documents evidencing all LED Lights installed on CCC 12's premises;
 - viii. obtain and provide copies of all relevant electrical and disposal certification documents, as may be required;
 - ix. Invoice promptly upon the completion and sign-off on the installation of the LED Lights.

(b) As part of its hassle free warranty (the “Warranty”), Lumenix shall, for a period of 5 years from installation, be responsible for all costs associated with replacing or fixing the LED Lights that have burned out and/or are defective. This includes both labor and parts coverage. However, the

Warranty does not apply to LED Lights that are vandalized, stolen, damaged through alteration, unauthorized servicing, misuse or abuse by any person or legal entity not under the employ or direction of Lumenix, and further, does not apply to or cover any work required by or relating to the building's wiring, electrical or physical infrastructure, electrical panels or any element outside the LED Lights. A surcharge at Lumenix's prevailing rates will be applied for any service call related to issues disqualified from and by the Warranty herein.

3. **CCC 12 Commitment**

CCC 12 agrees that:

- (a) by the signing of this Agreement, the delivery and installation of the LED Lights constitutes the Scope of Work required, and that any lights or work not detailed in Appendix "A" as at the Effective Date will constitute Additional Work;
- (b) upon execution of this Agreement, it shall appoint Lumenix as its exclusive agent for completing and applying for government grants or subsidies in connection with the installation of the LED Lights;
- (c) it shall ensure that all areas where LED Lights are being installed are cleared, and kept clear of objects and vehicles that may impede ability to install LED Lights;
- (d) upon request, it shall use reasonable efforts to provide Lumenix with building plans and schematics as Lumenix may reasonably request to carry out the Scope of Work;
- (e) it shall permit Lumenix to deliver and install the LED Lights;
- (f) it shall inspect the LED Lights upon receipt at the premises of CCC 12 and, in the absence of a notice to the contrary, shall accept title and responsibility for the LED Lights;
- (g) it shall be responsible to ensure that, during term of the Agreement, no person, corporation or entity under its direction or control shall remove, alter or tamper with LED Lights and acknowledges and accepts the Warranty terms in section 2(b);
- (h) it shall, within fifteen (15) days of being advised by Lumenix that the installation of LED Lights is complete, inspect the LED Lights and provide Lumenix:
 - i. sign-off that the installation of the LED Lights is complete and has been completed in an appropriate and satisfactory manner; or
 - ii. a written itemization of incomplete work and authorization to complete work as soon as practicable;
- (i) notwithstanding any incomplete work under section 3(h), it shall provide sign off for the LED Lights that have been installed where some LED Lights could not be installed because Lumenix could not access the area(s) required or was blocked by objects/vehicles not properly cleared;
- (j) any Additional Work contemplated or required shall not delay sign off to Lumenix for installation of LED Lights;
- (k) in any case, where CCC 12 or its representatives are unable to or do not provide the sign off or itemization to Lumenix within fifteen (15) days of being advised installation is complete, Lumenix shall be entitled to assume installation is complete and invoice for the work; and
- (l) at all applicable times all provisions of this Agreement shall remain in full force and effect irrespective of property management firm or entity responsible for management of the condominium and/or building.

4. **Modified or Additional Work**

- (a) To the extent that after signing this Agreement, the counts of LED Lights are found to be higher than that required to complete the installation of LED Lights, CCC 12 will be credited for the difference by way of an Addendum to this Agreement and provided with revised payment terms;
- (b) To the extent that after signing this Agreement, any work is requested or required that is not counted and priced for the LED Lights or is otherwise captured by the Scope of Work as at the Effective Date, including where the counts of LED Lights are found to be lower than that required to complete the installation of LED Lights, that work shall constitute "Additional Work" (the "Additional Work");

- (c) Without limiting the foregoing, Additional Work shall also include but not be limited to any work required to permit Lumenix's installation to proceed in a safe and workmanlike manner upon discovery of existing hardware, infrastructure or appurtenant elements that are damaged and/or aging and/or found to be unsafe;
- (d) All Additional Work shall be completed by way of an Addendum to this Agreement or a separate quote or contract whereby Lumenix will provide CCC 12 with the additional fees and charges that would result from Additional Work for approval. Lumenix commits that Additional Work will be done at unit costs and/or rates consistent with those provided in Appendix "A";
- (e) Additional Work shall not delay delivery and installation of or sign off for LED Lights provided that installation may proceed in a safe and workmanlike manner.

5. Government Grants and Subsidies

- (a) Lumenix agrees to complete site visits as required and submit all paperwork for any government grants or subsidies in the name of CCC 12 such that CCC 12 is eligible to receive grant or subsidy money directly;
- (b) All proceeds resulting from government grants or subsidies shall go directly to CCC 12;
- (c) CCC 12 represents that the current lights, lamps, fixtures, energy consumption and energy costs are as outlined in Appendix "A" as at the Effective Date of this Agreement and recognizes that such energy costs will likely fluctuate from and after that time;
- (d) As of the Effective Date, Lumenix represents that the total amount of grants or subsidies that appear to be available, on account of the installation of the LED lights is \$1,660.
- (e) CCC 12 acknowledges and agrees that government grants and subsidies may, from time to time be unavailable, available in less than the amount applied for, or may be rescinded by the applicable governmental agency prior to disbursement, and that Lumenix is not liable to CCC 12 for the unavailability of any such grant or subsidy unless:
 - i. Lumenix failed to submit the supporting documents during any period of time following completion of the project and during the same period, the applicable governmental agency rescinded or discontinued the grant or subsidy; or
 - ii. The supporting documents submitted to the governmental agency were incomplete or inaccurate in a material respect so as to alter the availability of fund monies.

6. Cost and Payment Terms

- (a) CCC 12 has selected the "Direct Purchase" program for the Scope of Work. Under this Program, CCC 12 agrees to the payment terms as follows:

Cost Breakdown	Amount
Total Project Cost (subject to HST)	\$24,731.00
Total Project Cost (including HST)	\$27,946.03

- i. \$2,700.00 non-refundable deposit to be paid by CCC 12 to Lumenix upon signing of the Agreement, representing approx. 10% of the total project cost including HST;
 - ii. Payment of \$25,246.03 balance shall be paid within 30 days of date LED Lights are installed.
- (b) Further Terms To Apply
- i. No interest shall be applied or accrue to timely payments;
 - ii. CCC 12 grants Lumenix a security interest in the LED Lights, until payment is full has been received by Lumenix;
 - iii. Late payments shall accumulate interest at a rate of 2% per month;

- iv. If CCC 12 does not rectify a default in payment within fifteen (15) days, the full balance shall become due and owing and Lumenix may also exercise its rights to recover the LED lights;
- v. In the event of a default that is not rectified, and where amounts remain outstanding, CCC 12 acknowledges that Lumenix may enter upon the premises of CCC 12 to remove such LED Lights, in addition to any other remedies available to it at law, in equity or pursuant to this Agreement;
- vi. CCC 12 represents and warrants that it has obtained all necessary legal and other approvals for the payments of the amounts set forth herein plus an additional 10% allowance for variances to the terms, such that it does not require any further approvals to sign this Agreement or agree to such variances.

7. Surcharges

Lumenix is committed to the Scope of Work. However, if during the term of the Agreement, CCC 12 confirms a state of readiness to do the Scope of Work or makes service calls to Lumenix that:

- (a) Result in no work or incomplete work being done due to action or omission on CCC 12's behalf;
- (b) are related to lights other than the LED Lights; or
- (c) are related to any attendance or work excluded from the Warranty;

Lumenix reserves the right to recoup its reasonable fees and expenses for parts and labor through a surcharge. Any surcharge levied will be invoiced separately and be assessed at rates consistent with those provided in the Agreement and payable within thirty (30) days.

8. Concealed or Unknown Conditions

- (a) If Lumenix or CCC 12 discover conditions which are:
 - i. Subsurface or otherwise concealed physical conditions which existed before the commencement of the Scope of Work; or
 - ii. Physical conditions that are of a nature which differ materially from those ordinarily found, Then the observing party shall give notice in writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions;
- (b) If the conditions differ materially and this would cause an increase in Lumenix's cost or time or risks to perform the Work, CCC 12 will issue appropriate instructions for remediation, which may be captured as Additional Work;
- (c) If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by legislation and best practices associated with such substances; and
- (d) Lumenix will have a right of first refusal to contract or subcontract for the remediation of the issue.

9. Fees and Expenses

Each of the parties shall be responsible for and shall pay their own expenses in connection with this Agreement, including fees and disbursements of their respective agents and advisors.

10. Non-Cancellable

The terms and enforceability of this Agreement cannot be cancelled or terminated except as agreed by the parties in writing, or expressly provided in Section 11, and will remain in force until the earlier of the expiry of the Warranty or as set forth in Section 11.

11. Term and Termination Events

This Agreement shall be effective from the Effective Date for duration of Warranty, but shall be terminated prior to such time where:

- (a) CCC 12 is unable to continue as a going concern, is declared or with the passage of time would be declared bankrupt, undertakes the unreasonable suspension of business, or similar set of circumstances;
- (b) CCC 12 is in breach of the Agreement whereby Lumenix reserves the right to terminate, for reasons including but not limited to:
 - i. relocating, tampering with and/or removing the LED Lights without notice within the Agreement period; or
 - ii. effecting or attempting an assignment in violation of the terms of this Agreement;
- (c) The parties agree to an earlier termination of the Agreement.

12. Liability Continues

Notwithstanding the termination of this Agreement, whether as a result of a default or otherwise, each party shall remain liable to the other in accordance with the provisions hereof for any breach or default arising hereunder prior to such termination. Upon termination of this Agreement, CCC 12 must pay all outstanding invoices in favour of Lumenix forthwith.

13. Assignment

This Agreement may not be assigned by CCC 12 without the prior written consent of Lumenix, which consent shall not be unreasonably delayed or withheld. This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

Furthermore, this Agreement shall be binding on CCC 12 irrespective of any change of property management company and CCC 12 hereby agrees to retain copies of all documents relating to the subject matter of this Agreement and to direct any property management company to retain such copies and provide copies of such documentation to any successor whatever that entity's capacity or authority.

14. Entire Agreement

This Agreement and its appendices, and any subsequent amendments made in accordance with the terms of this Agreement, constitute the entire and final agreement between the parties regarding the subject matter of the Agreement. This Agreement supersedes all proposals or other prior agreements, oral or written and all other communications and negotiations between the parties relating to the subject matter hereof. The representations, commitments and warranties contained in this Agreement are the only representations, commitments and warranties made by the parties hereunder relating to the subject matter hereof including those arising by statute or otherwise in law or from a course of dealing or usage of trade, all of which are expressly disclaimed.

15. Amendments

No additions to, deletion from or modification, waiver or discharge of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorized representative of each party. Any such additions, deletions, modifications, waivers or discharges shall refer specifically to this Agreement.

16. Limitation of Liability

In no event will either party have any liability to the other party for incidental, consequential, indirect, punitive, special or exemplary losses or damages suffered by the other party arising from or related to this Agreement regardless of the cause and even if such party has been advised of the possibility of such losses or damages occurring.

17. Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other persons or circumstances.

18. No Strict Construction

The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

19. Headings

Headings of sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

20. Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic media and all such counterparts and facsimiles shall together constitute one and the same agreement.

21. Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the above-mentioned date.

1947796 Ontario Inc., doing business as **Lumenix**

By: _____
(Authorized Signatory)

Name:

Title:

CCC 12

By:  _____
(Authorized Signatory)

Name: Yawar Khan

Title: Property Manager and Agent

APPENDIX A

CURRENT SITUATION					
Room	Lamp Type	Quantity	Watts (ballasts)	Hours	Annual Cost
Garage - Corridors	4ft T8 2-Lamp Fixture 32W	4	59	8,760	\$310
Garage - Corridors	2ft T8 2-Lamp Fixture 17W	4	34	8,760	\$179
Garbage/Recycling Room	4ft T8 2-Lamp Fixture 32W	4	59	1,095	\$39
Garbage/Recycling Room	CFL A19 23W	3	23	1,095	\$11
Laundry	4ft T12 U-Bend 2-Lamp Fixture 34W	12	68	4,380	\$536
Mechanical Rooms	4ft T5 HO 2-Lamp Fixture 54W	2	121	1,095	\$40
Mechanical Rooms	CFL A19 13W	2	13	1,095	\$4
Mechanical Rooms	Incandescent A19 40W	2	40	1,095	\$13
Mechanical Rooms	Incandescent A19 40W	2	40	1,095	\$13
Mechanical Rooms	CFL A19 23W	3	23	1,095	\$11
Mechanical Rooms	4ft T12 2-Lamp Fixture 34W	4	63	1,095	\$41
Tower - Lobby	Halogen MR16 50W	22	50	8,760	\$1,445
Tower - Lobby	Halogen T3 Lamp 100W	2	100	8,760	\$263
Tower - Lobby	4ft T8 2-Lamp Fixture 32W	4	59	8,760	\$310
Tower - Locker Rooms	Incandescent A19 60W	7	60	1,095	\$69
Tower - Stairwells	Sconce - CFL PL (1in1) 13W	43	16	8,760	\$904
Tower - Stairwells	4ft T8 2-Lamp Fixture 32W	2	59	8,760	\$155
Tower - Stairwells	Fixture - CFL PL (1in1) 13W	36	16	8,760	\$757
Tower - Suite Corridors	Sconce - CFL PL (1in1) 13W	142	16	8,760	\$2,985
Vestibule	CFL A19 13W	3	13	8,760	\$51
Vestibule	CFL A19 13W	1	13	1,095	\$2
Washroom	CFL A19 23W	1	23	1,095	\$4
Total Cost					\$8,144

LUMENIX PROPOSED LED SOLUTIONS					
Room	Lamp Type	Quantity	Watts (ballasts)	Hours	Annual Cost
Garage - Corridors	LED 4ft T8 2-tube 15W Ext Driver DLC 120V	4	30	8,760	\$158
Garage - Corridors	LED 2ft T8 2-tube 10W Ext Driver DLC 120V	4	20	8,760	\$105
Garbage/Recycling Room	LED 4ft T8 2-tube 15W Ext Driver DLC 120V	4	30	1,095	\$20
Garbage/Recycling Room	LED A19 10W ES	3	10	1,095	\$5
Laundry	LED 4ft T8 U-Bend 2-tube 15W Ext Driver 120V	12	30	4,380	\$237
Mechanical Rooms	LED 4ft T5 HO 2-tube 25W Ext Driver DLC 120-347V	2	50	1,095	\$16
Mechanical Rooms	LED A19 7W ES	2	7	1,095	\$2
Mechanical Rooms	LED A19 7W ES	2	7	1,095	\$2
Mechanical Rooms	LED A19 10W ES	2	10	1,095	\$3
Mechanical Rooms	LED A19 10W ES	3	10	1,095	\$5
Mechanical Rooms	LED 4ft T8 2-tube 15W Ext Driver DLC 120V	4	30	1,095	\$20
Tower - Lobby	LED MR16 7W ES	22	7	8,760	\$202
Tower - Lobby	LED Wall Sconce Fixture 7W	2	7	8,760	\$18
Tower - Lobby	LED 4ft T8 2-tube 15W Ext Driver DLC 120V	4	30	8,760	\$158
Tower - Locker Rooms	LED A19 10W ES	7	10	1,095	\$11
Tower - Stairwells	LED Sconce Retrofit Kit (1in1) ES 7W	43	7	8,760	\$396
Tower - Stairwells	LED 4ft T8 1-tube 15W Ext Driver DLC 120V (De-Lamp)	2	15	8,760	\$39
Tower - Stairwells	LED Fixture Retrofit Kit (1in1) ES 7W	36	7	8,760	\$331
Tower - Suite Corridors	LED Wall Sconce Fixture 7W	142	7	8,760	\$1,306
Vestibule	LED A19 7W ES	3	7	8,760	\$28
Vestibule	LED A19 7W ES	1	7	1,095	\$1
Washroom	LED A19 10W ES	1	10	1,095	\$2
Total Cost					\$3,065

ANNUAL SAVINGS SUMMARY				
	KW	Annual kWh	Energy Rate	Annual Cost
Current Situation	8	54,292	\$0.15	\$8,144
Lumenix LED Solution	3	20,436	\$0.15	\$3,065
Total Savings	5	33,856		\$5,078

Confidential