

CO-OPERATIVE CARSHARING AGREEMENT

This Agreement made the 1st day of December, 2018,

BETWEEN:

MODO CO-OPERATIVE
200 - 470 Granville Street
Vancouver, B.C.
V6C 4V5

("Modo")

AND

Jesika Edison
1150 McClure Street
Victoria, B.C.
V8V 3G2

("Developer")

WHEREAS:

- A. Developer is proposing to develop a residential development including two rental units on the lands located at 1150 McClure Street in Victoria, British Columbia and more particularly known and described as **PIDS: 008-653-356, legal lot descriptions LOT 13, FAIRFIELD FARM ESTATE, VICTORIA CITY, PLAN 758**, (the "**Development**");
- B. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- C. Individual Members of Modo must purchase a minimum of fifty (50) membership shares at a par value of \$10, for a total investment of \$500;
- D. Developer has agreed to provide funding for the purchase of membership shares (the "**Subject Shares**") in Modo to allow up to two (2) residents of the Development to enjoy the benefits of Modo membership without the need to themselves pay Modo membership fees;
- E. Modo has agreed to provide some credit for the Modo account of each resident of the Development who becomes a Modo member, which shall only be applied to fees for some usage of Modo vehicles (the "**Driving Credits**");

- F. Modo will, at its cost, operate, maintain, repair and insure its vehicles and administer the service to share its vehicles (the "**Carsharing Program**") (collectively, the "**Services**");
- G. Modo's vehicles will be available for use by all members of Modo, including the residents of the Development who become members of Modo; and
- H. Certain capitalized terms used in this Agreement and not otherwise defined will have the meanings given to them set out in Section I. [Definitions].

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. DEFINITIONS

"Agreement" means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;

"Developer" means the parties of the first part to this agreement and any heirs, administrators, successors, assigns, subsidiaries or nominees of the parties of the first part who may assume the right, title or interest in the Development and/or this agreement from the parties of the first part, and expressly includes any party which may manage or operate the Development from time to time;

"Mediator" means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;

"Membership Obligations" means and includes any and all obligations or liabilities that a member of the Modo or other person who participates in Modo's activities, including any resident of the Development, may have or incur to Modo or any other member of Modo or any other person as a result of or in connection with such membership in Modo, participation in the activities of Modo, use of Modo's vehicles, or otherwise associated with the ownership of shares of Modo including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to Modo or any other person;

"Partnership Membership" means Developer's membership in Modo based on Developer's agreement to make the services of Modo available on a continuing basis to Partner Users;

"Partner User" means a Resident of the Development who benefits from Modo membership privileges by way of the Partnership Membership;

"Rental Agreement" means any agreement between a party and Developer for the occupancy of a residential unit within the Development for any length of time;

II. BENEFITS AND OBLIGATIONS OF DEVELOPER

1. At least sixty (60) days prior to the date Developer anticipates that the occupancy permit for the Development will be issued, Developer will pay to Modo the sum of \$1000.00 inclusive of taxes and fees (the "**Project Fee**"), representing the price to purchase one hundred (100) Subject Shares at \$10 per Subject Shares.
2. At least sixty (60) days prior to the date Developer anticipates that the occupancy permit for the Development (the "**Occupancy Permit**") will be issued, Developer shall provide written notice (the "**Estimate Notice**") to Modo of such estimated date (the "**Estimated Occupancy Date**").
3. Developer shall further provide Modo with written notice of the issuance of the occupancy permit for the Development (the "**Commencement Date**").
4. Developer acknowledges and agrees that the residents of the Development (the "**Residents**") will not automatically become members of Modo and must join Modo and meet Modo's membership requirements in order to be eligible to use the Modo's shared vehicles and the Carsharing Program.
5. Subject to Article 27 herein, Developer will ensure that binding rules in the form attached hereto as Schedule A will be included with the rules and regulations of any and all rental agreements that Developer or its subsidiaries or any successors or assigns enter into with Residents for the occupancy of residential units within the Development for any length of time.
6. Developer agrees that Modo will not be under any obligation whatsoever to provide the Services and Subject Shares at the Development if Modo has not received full payment of the Project Fee from Developer by the required deadline set in Article 1 of this Agreement.
7. Developer warrants that it will be the owner of the Development upon completion, and further warrants that it will cause its subsidiaries, any successors or assigns of Developer and any party which may manage or operate the Development from time to time its interests to be bound by the terms of this Agreement.
8. All Subject Shares will be registered in the name of and held by Developer. Developer will be the legal owner of all the Subject Shares, and their beneficial interest vests in the Residents of the Development.

9. There are no other obligations associated with the holding of the Subject Shares beyond that which is contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.
10. Any rules or regulations that Developer or its subsidiaries or any successors or assigns may oblige the Residents to follow with respect to Modo vehicles or participation in the benefits of Modo membership privileges by way of the Partnership Membership, in addition to those outlined in Schedule A, will include, inter alia, the following:
 - a) a Resident of the Development may only have the benefit of the Partnership Membership for as long as the Resident is authorized to occupy a residential unit within the Development by the terms of a Rental Agreement;
 - b) no Resident has any right to require Modo to redeem any Subject Shares held by Developer for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof; and
 - c) each Resident of the Development will be responsible for and will save Developer or its subsidiaries or any successors or assigns harmless from any and all its Membership Obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise associated with the Subject Shares of, or membership in, Modo held by Developer or its subsidiaries or any successors or assigns for the benefit of such Resident.
11. Every six (6) calendar months from Commencement Date, Modo will provide Developer in writing the names of all Partner Users. Within ten (10) business days after receipt of this information, Developer will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' benefits of the Partnership Membership.

III. BENEFITS AND OBLIGATIONS OF MODO

12. Upon receipt of the Project Fee, Modo will issue a receipt to Developer confirming payment of the Project Fee to Modo.
13. Modo will allow up to two (2) Residents of the Development to become Partner Users.
14. Modo acknowledges and agrees that Developer will not be responsible for any costs associated with Modo's vehicles, Carsharing Program or the Services, beyond the payment of the Project Fee.

15. Modo will provide orientation to all Residents wishing to participate in Modo or use Modo vehicles.
16. Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.

IV. MARKETING AND MONITORING

17. Modo acknowledges that the Development is a residential development and that the premises within the Development will be occupied by Residents that will change over time. Modo agrees to establish a marketing program (the "**Marketing Program**") where Modo will credit \$100 of Driving Credits the Modo account of each Resident of the Development who becomes a Modo member, which shall only be applied to fees for usage of Modo vehicles, with no expiry for the duration of this Agreement, provided that the Resident is authorized to occupy a residential unit within the Development.
18. Throughout the duration of the marketing, leasing and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer's existing communications channels such as email, website, collateral, leasing agents and property managers, with support as needed by Modo, with the intent to raise awareness and usage of the Services, including but not limited to:
 - a) a short description of Modo and offer for the Residents on the Development's website and/or associated rental listings for residential units in the Development;
 - b) a direct email or mail to the Residents once the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website;
 - c) a follow up direct email or mail to the Residents, six (6) months after the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website; and
19. Developer and Modo shall allow use of each other's graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and approved by each party in writing.
20. Developer and Modo shall only use each other's wordmarks, logos or trade names in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).

21. Developer shall permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to, the distribution of emails, surveys and questionnaires for the Residents relative to the Services.

V. NO FIXED TERM

22. This Agreement shall not have a fixed term and shall continue in effect until terminated in accordance with Sections VII and VIII.

VI. MUTUAL REPRESENTATION

23. Each Party represents and warrants to the other that:
 - a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
 - b) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
 - c) this Agreement has been duly executed and delivered on its behalf and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

VII. TERMINATION AND AMENDMENT

24. Developer and Modo agree that, if after execution of this Agreement, through no fault of their own, Developer does not receive approval for the rezoning application and/or a development permit for the Development from the City of Victoria then this Agreement shall be terminated and both parties will be relieved of their obligations herein.
25. No amendment, addition, deletion or other modification to this Agreement shall be effective unless in writing and signed by each party.
26. This Agreement shall only be amended or terminated with the prior written consent of the General Manager of Engineering Services of the City of Victoria.
27. Notwithstanding Article 25, Modo reserves the right to exercise its sole discretion to amend the rules governing the Subject Shares as set out in Schedule A. Upon any amendments, Modo shall immediately notify Developer.
28. If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo may cancel all Subject Shares held by Developer, and Developer will not be entitled to a refund of the Subject Shares purchase price.

29. Either party shall have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

VIII. DEFAULT

30. A party claiming default under the terms of this Agreement must provide defaulting party with thirty (30) days written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of the written notice, the party claiming default may proceed with the dispute resolution procedures provided for herein.

IX. DISPUTE RESOLUTION

31. Should a dispute remain unresolved twenty (20) calendar days after a notice of dispute has been issued, within thirty (30) calendar days after either party notifies the other of a dispute concerning this Agreement, its interpretation or any performance thereunder, the parties shall agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator shall be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The parties shall divide the cost of the Mediator equally. If the parties fail or neglect to agree upon a Mediator within the thirty (30) calendar day period, the Mediator shall be appointed by reference to a Judge of the Supreme Court of British Columbia. No one shall act as a Mediator who has any direct or indirect interest in the subject matter of the Project or any direct or indirect interest in the parties to this Agreement.
32. The party initiating the dispute shall send a notice of dispute in writing to the other party which notice shall contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party shall send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement.
33. After a period of ten (10) days following receipt of a responding party's written notice of reply, the parties shall request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator shall conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator.
34. If the dispute has not been resolved within ten (10) days after the Mediator was requested under Article 36 to assist the parties to reach agreement, or within such further period agreed to by the parties, the Mediator shall terminate the mediated negotiations by giving notice in writing to both parties.

35. Except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, shall be decided by final and binding arbitration before a single Arbitrator in accordance with the Commercial Arbitration Act of British Columbia. The parties shall agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator shall be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator shall not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision shall be specifically enforceable in any Court of competent jurisdiction.
36. The parties covenant and agree that an arbitrator appointed hereunder has the power, among other things, to specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise.
37. The award rendered by the Arbitrator shall be final and binding upon the parties, and Judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia.
38. Unless otherwise agreed in writing by the parties, the parties shall continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing.
39. The dispute resolution provisions herein shall survive termination of this Agreement.

X. NOTICES

40. Notices under this Agreement shall be provided in writing to the following the addresses or electronic mail addresses set out below:

Jesika Edison
1150 McClure Street
Victoria, BC, V8V 3G2
Email: jesikaedison@gmail.com

MODO CO-OPERATIVE
200 – 470 Granville Street

Vancouver, BC, V6C 1V5
Email: info@Modo.coop

- 41. All notices are deemed to have been delivered on the next business day following their posting or emailing.
- 42. Addresses for notice may be amended by written notice from one party to the other.

XI. ASSIGNMENT

- 43. Neither party shall transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent shall not be unreasonably withheld.

XII. INDEMNITY

- 44. Modo agrees to indemnify and save harmless Developer from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of this Agreement.

XIII. GENERAL

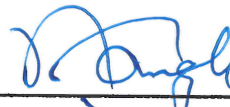
- 45. Nothing in this Agreement nor the acts of the parties shall be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 46. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 47. Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.
- 48. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given. A failure to enforce any breach of this Agreement by any party does not constitute a waiver of such breach or any provision of this Agreement by such party.

49. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
50. The parties shall at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
51. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
52. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means shall be equally effective as delivery of a manually executed counterpart thereof.


IN WITNESS WHEREOF

The parties have executed this Agreement on the 1 day of Dec, 2018

MODO CO-OPERATIVE



Name: Patrick Nangle
Title: CEO

JESIKA Edison
1150 McClure Str Vic, BC, V8V3G2


Name: Jesika Edison
Title: Owner / Developer

SCHEDULE A
RULES ATTACHING TO THE MEMBERSHIP SHARES IN MODO
CO-OPERATIVE

1. Jesika Edison ("**Developer**"), or its subsidiary or assignee, has entered into an agreement with Modo Co-operative ("**Modo**") whereby Modo has issued membership shares in Modo to Developer for the benefit of two (2) current residents of the development located at 1150 McClure Street in Victoria, British Columbia (the "**Development**") so residents of the Development (each a "**Resident**" and together "**Residents**") can benefit from Modo membership privileges without the need to themselves pay Modo membership fees (the "**Co-Operative Carsharing Agreement**").
2. Developer is the legal owner of the membership shares in Modo, and a maximum of two (2) current Residents can on a continuing basis enjoy the benefits of those membership shares subject to meeting Modo's eligibility requirements as set out on Modo's website.
3. Residents exercising the rights and benefits of Modo membership by way of the membership shares in Modo owned by Developer (each a "**Partner User**" and together "**Partner Users**") benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
4. Each Resident of the Development may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis.
5. Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.
6. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - a) The Resident, if holder of a driver's licence from British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the address of the Development;
 - b) The Resident, if holder of a driver's licence from outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and address of the Development; and
 - c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as

posted on its website and updated from time-to-time.

7. A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
8. If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.
9. Except as provided in these rules herein, the benefits of Modo membership may only be exercised by Residents when Residents have an interest in the Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
10. The membership shares in Modo owned by Developer attach to the residential units of the Development, and their beneficial interest vests in the Residents of the Development. Residents who lose the interests or rights in a residential unit of the Development will also lose the benefit of the membership shares in Modo owned by Developer.
11. Every six (6) calendar months, Modo will provide Developer in writing the names of all Partner Users. Within ten (10) business days after receipt of this information, Developer will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the membership shares owned by Developer.
12. No Resident is entitled to compensation or a refund of the membership share purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the membership shares issued by Modo.
13. Partner Users may decide to cease exercising the benefits of membership shares owned by Developer, but the shares remain in the name of Developer and attach to the residential units.
14. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
15. Upon destruction of the residential units in the Development, and if there is a decision not to rebuild the residential units, then the membership shares in Modo and membership shares purchase price of Developer is absolutely forfeited to Modo without right of compensation of any kind.

16. If these rules herein are not attached to the rental agreement of the Residents, then any benefits of membership by way of the membership shares in Modo owned by Developer are suspended indefinitely until such time as the rules form part of the Residents' rental agreements.