



March 15, 2022

Joey Theberge
780 Baseline Inc.
1600 Laperriere Avenue, Suite 205
Ottawa, Ontario K1Z 1B7

Via Email:
JoeyTheberge@thebergehomes.com

**Re: OTT-21011499-AB Phase Two Environmental Site Assessment and Geotechnical Investigation
Proposed Multi-Use Towers. 780 Baseline Road, Ottawa, Ontario**

1. Introduction

EXP Services Inc. (EXP) is pleased to provide you with a scope of work and cost estimate to conduct a Phase Two Environmental Site Assessment (ESA) and a Geotechnical Investigation at the property located at 780 Baseline Road in Ottawa, Ontario. It is understood that the combined property has an area of approximately 14,290 square metres, is currently a commercial building and parking area. The proposed development will comprise of three twenty five storey multi-use buildings each with up to four (4) levels of underground parking. Each building will have a six storey and three storey podiums.

The site is currently occupied by one storey commercial plaza which will be demolished to allow the construction of the proposed development. It is bounded by Baseline Road and experimental farm to the north, residential dwellings to the west and south, by and by Fisher Avenue and residential dwellings to the east.

We understand that you require this work for due diligence purposes in support of site plan approval with the City of Ottawa. In addition, since there will be a change in land use from commercial to residential, a Record of Site Condition will be required in the future. The following sections will describe our proposed approach, budget and schedule for the work.

2. Background

EXP recently completed a Phase One ESA on your behalf which identified the following potentially contaminating activities:

- PCA#30 – Importation of Fill Material of Unknown Quality; previous investigations on the Phase One property indicate a layer of fill is present below ground cover on the property; and
- PCA #37 – Operation of Dry Cleaning Equipment (where chemicals are used); a unit in the building on the Phase One property was formerly used as a dry cleaning depot.

No other PCAs that took place within the vicinity of the Phase One property (approximately 250 m radius) were identified.

Although a unit in the Phase One property formerly operated as a dry cleaning depot, previous investigations at the Phase One property determined that these operations have not resulted in any contamination of the Phase One property. However, since a RSC will be required, a monitoring well will be required at the location of the former dry cleaners. In summary, the following areas of potential environmental concern (APEC) were identified:

As the fill quality was not assessed in previous investigations, it is recommended that a Phase Two ESA be conducted

Area of Potential Environmental Concern (APEC)	Location of APEC on Phase One Property	Potentially Contaminating Activity (PCA)	Location of PCA (On-Site or Off-Site)	Contaminants of Potential Concern	Media Potentially Impacted (Groundwater, Soil and/or Sediment)
APEC #1	Entire Phase One property	PCA#30 – Importation of Fill Material of Unknown Quality	On-Site	Metals, petroleum hydrocarbons (PHC), benzene, toluene, ethylbenzene, xylenes (BTEX), polycyclic aromatic hydrocarbons (PAH)	Soil
APEC 2	Central east	PCA#37 – Operation of Dry Cleaning Equipment (where chemicals are used)	On-Site	Volatile organic compounds (VOC)	Soil and groundwater

to determine if there is any impact to the underlying soil. It is assumed that the contaminants of concern related to the above items are: benzene, toluene, ethylbenzene, xylenes (BTEX), petroleum hydrocarbons (PHC), metals and inorganics, volatile organic compounds (VOC), and polycyclic aromatic hydrocarbons (PAH).

3. Phase Two ESA

Based on our current knowledge of the site, a Phase Two ESA will be required to address potentially contaminating activities located on the Phase Two property. The Phase Two ESA will assess the soil conditions and compare the analytical results to the applicable site condition standards.

This Phase Two ESA will be conducted in accordance with the Phase Two ESA standard as defined by Regulation 153/04, as amended and will be supervised by a qualified person. The scope of work for the Phase Two ESA will involve the collection and submission of soil and groundwater samples for laboratory analysis. Specifically, the on-site investigation will consist of the following activities:

- Obtaining underground service clearances;
- Borehole drilling program;
- Soil sampling and analysis;
- Updating the CSM; and,
- Evaluation of results and report preparation.

3.1 Utility Clearances

Prior to the commencement of drilling program, the locations of underground utilities including telephone, natural gas and electrical lines will be marked out by local locating companies. Please note that although every effort will be made to ensure that the borehole locations are free of underground encumbrances, EXP cannot be responsible for any damage incurred to underground utilities that for any reason were not located by the above-mentioned service providers. In order to reduce the risk of damage, EXP recommends that a drawing be provided by the client showing the locations of all underground utilities on the Phase Two property.

3.2 Borehole Drilling

The exterior borehole drilling for environmental purposes will be completed in conjunction with the geotechnical boreholes. One interior borehole will be drilled at the approximate former dry cleaner location to a maximum depth of 6.1 m. A monitoring well will be installed at this location.

Soil stratigraphy encountered in the boreholes will be texturally, visually and olfactory classified in the field and in the laboratory. The soil samples will be logged for colour, grain size, moisture content, density, structures, texture, staining, and field vapour readings.

A combustible gas monitor will be used to screen the soil samples for vapours which may be indicative of petroleum impact. One worst case soil sample from each borehole and one blind duplicate sample will be submitted for laboratory analysis of BTEX, PHC, PAH, and metals. A trip blank will be submitted for laboratory analysis of BTEX.

Soil cuttings will be collected in steel drums and stored on the site until they can be removed by a licensed waste contractor.

3.3 Groundwater Monitoring

After allowing the monitoring well to recover a few days after installation, the new monitoring well and the three existing monitoring wells will be sampled using low flow sampling techniques to reduce the amount of sediment in the samples. Four groundwater samples and a blind duplicate sample will be submitted for laboratory analysis of VOC. A field blank and travel blank will also be submitted for analysis of VOC.

Purge water will be collected in steel drums and stored on the site until they can be removed by a licensed waste contractor.

3.4 Reporting

The results and findings of the Phase Two ESA will include the following:

- a brief summary of the scope of work and methodology;
- a summary of background information;
- a site plan showing the borehole and monitoring well locations, property boundaries and other significant site features;
- borehole well logs;
- an assessment of the current and previous environmental test results;
- a discussion of soil and groundwater conditions on the subject property;
- update of the CSM; and,
- a summary of the main findings and conclusions and recommendations.

4. Record of Site Condition

Upon finalizing the Phase Two ESA report, assuming the findings determine that no further environmental work is warranted, an RSC can be filed with the MECP.

The preparation of the RSC will include completing the appropriate electronic forms on the MECP Brownfield website and submitting the required supporting documents to the MECP.

To complete an RSC, we require that you provide the documentation listed below:

- A signed and stamped copy of a legal survey for the RSC property (must be dated within five years of the filing of the RSC);
- A copy of the deed and/or transfer for the RSC property;
- A copy of the Parcel Register for the RSC property;
- A current Certificate of Status for the land-owning corporation (dated within 30 days of submission to the MECP); and
- An original letter from your lawyer stating the correct legal description, PIN and assessment roll number for the RSC property.

As of January 2021, the MECP issued draft guidance documents for stakeholders regarding the RSC process. Included in the package is a template for the lawyer letter. This template, as well as any other document that may be helpful to you, will be provided at the appropriate stage of the project. The MECP will have comments on the RSC submission. An estimate for addressing MECP comments is included in this proposal. If additional efforts or fees are required to address the MECP comments, you will be advised, and authorization will be sought before completing the work.

5. Geotechnical Investigation

A review of available geotechnical reports and geological maps revealed that the subsurface conditions at the site likely comprise of fill underlain by silty clay/glacial till overburden underlain by limestone bedrock expected at a depth of 13 to 15 m below grade.

Based on the proposed development and anticipated subsurface conditions, we propose to drill five to six boreholes across the site each to refusal expected at a depth of 13 to 15 m and extend three of these boreholes at least 3 m into the bedrock, i.e. 15 to 20 m depth. The fieldwork will be completed using a CME-55 truck mounted drill rig. The proposed location of the boreholes are presented on the attached figure.

In the overburden, the boreholes will be advanced by continuous flight hollow stem augers. Soil sampling will be undertaken in the boreholes at 0.75 and 1.5 m depth intervals and will consist of performing standard penetration tests and obtaining soil samples with a split barrel sampler. In-situ field vane testing will be undertaken in cohesive soils to establish its undrained shear strength. Beyond refusal depth, three boreholes will be cased and advanced further into the bedrock using wash boring and core drilling techniques to a depth for 20 m.

Monitoring wells will be installed in three of the boreholes for long term monitoring/sampling of the groundwater level.

All the soil samples will be visually examined in the field, logged, preserved in plastic bags and identified. Similarly the rock cores will be logged and placed in core boxes and identified. On completion of the fieldwork, all the samples will be transported to the EXP laboratory in the City of Ottawa where they will be visually examined by a geotechnical engineer and detailed borehole logs prepared. The borehole logs will indicate all the information required including depth and elevation of geotechnical boundaries and general description of the geotechnical units. Laboratory testing of soils will consist of performing natural moisture content on all retrieved soil samples and natural unit weight, pH and water-soluble sulphate content and grain size analysis on selected soil samples. In addition, unconfined compression tests will be undertaken on selected rock core samples.

Seismic class will have a considered affect on the cost on the two 25 storey buildings. Therefore, as per the OBC., a class A or B for footing founded on rock can be only be used if confirmed by an MASW. Based on available information, the footings will likely be placed on bedrock and therefore we are proposing to complete a shear wave

velocity measurement using MASW at the site for this purpose. The cost of this survey is presented as a provisional item.

Hydrogeological study will be also required for this site to assess any negative impact on neighbouring properties especially the residential dwellings, and to establish the volume of water anticipated into the excavation. The cost for this study is also presented as a provisional item.

A geotechnical engineering report will be prepared including site plan and borehole logs and will provide comments and recommendations regarding the following:

- (i) Subsurface soil and groundwater conditions encountered at the borehole locations;
- (ii) Grade raise restrictions at the site;
- (iii) Foundation alternatives feasible for the site, founding depth and bearing pressure at Serviceability Limit State (SLS) and factored geotechnical resistance at Ultimate Limit State (ULS) of the founding strata for the proposed buildings;
- (iv) Anticipated total and differential settlements for different foundation types;
- (v) Site classification for Seismic Site Response in accordance with the 2012 OBC requirements and a general comment regarding the potential liquefaction of the on-site soils;
- (vi) Static and seismic earth forces on subsurface foundation walls;
- (vii) Slab on grade construction;
- (viii) Anticipated excavation conditions and de-watering requirements during construction;
- (ix) Backfilling requirements and assessment of the suitability of on-site soils for backfilling purposes; and
- (x) Subsurface concrete requirement.

4 Cost Estimate and Schedule

Work can commence immediately upon receiving your authorization to proceed and pending availability of a drill rig which are quite busy. The following table summarises the cost, including disbursements, to complete the above-described tasks. The reports will be submitted approximately 6 to 9 weeks of receiving authorization to proceed pending availability of the drilling contractor.

Theberge Homes
 Proposal - Phase Two ESA and Geotechnical Investigation
 780 Baseline Road, Ottawa, Ontario
 OTT-21011499-B0
 March 15, 2022

Task	Cost (Excluding Taxes)	Cost Breakdown (Excluding Taxes)	Schedule
Phase Two ESA	\$12,000	\$6,600 (fees) \$5,400 (disbursements)	5 – 6 weeks
Geotechnical Investigation	\$ 22,650	\$10,750 (fees) \$11,900 (disbursements)	6 – 8 weeks
Total Estimated Cost	\$ 34,650		
Provisional Items			
MASW	\$ 5,500		
Hydrogeological Study	To be determined		
Record of Site Condition	\$ 4,500		

Note: The laboratory costs for the Phase Two ESA are based on regular (5 day) turnaround time for soil and groundwater samples. Drum removal costs are not included in the above cost Payment to EXP for additional services, such as meetings, additional investigative work and laboratory services, etc., if required, will be in accordance with EXP's Schedule of Rates presented below.

In the event that unexpected delays or drilling conditions beyond EXP's control are encountered during drilling activities, EXP will inform the client immediately and provide details of the additional costs associated with the unexpected conditions. Work can commence immediately upon receiving your authorization to proceed. The Phase Two ESA report will be provided within 6 weeks of authorization. Payment to EXP for additional services, such as meetings, additional investigative work and laboratory services, etc., if required, will be in accordance with EXP's Schedule of Rates presented below.

Role	Hourly Rate
Senior Manager	\$195
Senior Engineer or Scientist	\$150
Senior Field Technician	\$75
Junior Field Technician	\$65
Draftsperson	\$70
Administration/Clerical	\$60
Mileage	\$0.60

5 Qualifications

At EXP, we provide professional, technical and strategic services to the world's built and natural environments in six key practice areas: Buildings, Earth & Environment, Energy, Industrial, Infrastructure, and Sustainability.

Clients have easy access to the highly experienced and creative professionals available at EXP to ensure the right people provide the right solution. With thousands of people in more than 100 offices across North America and around the world, EXP can provide the experience and expertise needed to deliver successful project outcomes for our clients and add value to their organization. Whether the project is big or small, we can deliver global expertise from a local presence - for any project - anywhere in the world.

Additional information about EXP, the firms that merged to create the company, the markets we serve, and the services we provide is available on our website at www.exp.com.

6 Site Access and Site Conditions

In order for EXP to perform the work set forth in this proposal, we require free access to the property for all necessary EXP equipment and personnel. Note that full access to all areas and structures (if any) must be made available to EXP for the Phase One ESA to be considered valid. It is the responsibility of the client to notify any and all occupants of the site that EXP has been granted free access. In the event that EXP is refused continued access to the site at any time for the purposes of carrying out its services, EXP shall be at liberty to terminate this agreement upon notice and seek reimbursement for all fees, expenses and laboratory charges incurred to the date of termination.

Although our personnel will act with caution, in the normal course of work some damage to the site or its contents may occur. We assume no responsibility for the correction of any damage which may occur.

7 Additional Services

Payment to EXP for additional services, including meetings, additional investigative work and laboratory services, if required, will be in accordance with the Terms and Conditions included with this proposal.

8 Insurance

As a professional consulting engineering firm, EXP maintains a range of insurance coverage to address typical project requirements. This coverage includes professional liability insurance in respect of the services provided by EXP.

EXP Services Inc.

*Theberge Homes
Proposal - Phase Two ESA and Geotechnical Investigation
780 Baseline Road, Ottawa, Ontario
OTT-21011499-B0
March 15, 2022*

9 Authorization and Consent Letter

The attached Work Authorization and Terms and Conditions form an integral part of EXP's proposal. Should you find our proposal acceptable, please indicate your acceptance of this proposal by signing the attached Work Authorization and returning it to EXP's office.

Additionally, please sign and return the Consent Letter, authorizing EXP to request information about the site from municipal and provincial authorities. Should you have any questions, please do not hesitate to contact this office.

Sincerely,

EXP Services Inc.



Mark McCalla, P. Geo.
Senior Geoscientist
Earth and Environment



Ismail M. Taki, M.Eng. P.Eng.
Senior Manager, Eastern Region
Earth and Environment



EXP Services Inc.
 2650 Queensview Drive, Suite 100
 Ottawa, Ontario, K2B 8H6
 Telephone: 613-688-1899
 Facsimile: 613-225-7337

WORK AUTHORIZATION

Client Name: ("CLIENT")	780 Baseline Inc.		
Address:	780 Baseline Road, Ottawa		
Attention:	Mr. Joey Theberge		
Contact Email:	joeytheberge@thebergehomes.com	Client ID Number:	
Contact Phone:	613-421-1515	Contact Fax:	
EXP Services Inc. ("CONSULTANT") is authorized to provide services at:			
Project Name:	Phase Two ESA and Geotechnical Investigation. Proposed Multi-Use Towers		
Project Location:	780 Baseline Road, Ottawa, Ontario		
The services to be performed are limited to: OTT-21011449-B0			
Project Manager:	Mark McCalla, P. Geo.		
Charges for the services: See cost breakdown in table in proposal 21011449			
Report Distribution:	Client – Electronic		
	EXP Services Inc. - Electronic		
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for EXP Services Inc. to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions and Proposal attached.			
EXP SERVICES INC.		780 BASELINE INC.	
Signature:		Signature:	
Print Name:	Mark McCalla.	Print Name:	Joey Theberge
Signature:		Date:	march 18 2022
Print Name:	Ismail Taki	Signature:	
Proposal No.:	OTT-21011449-BA0	Print Name:	
Date:	March 15, 2022	Date:	

All invoices are Payable upon receipt. Interest will be charged at 1.5% per month (18% per annum) on any balance after 30 days.

The CLIENT acknowledges and agrees that EXP Services Inc. may, at its sole discretion, hold back issuance of final reports and Certification of Completion Letters (including Schedule C's) until payment of all past due amounts has been received by EXP Services Inc.



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of this Agreement by the CLIENT and CONSULTANT will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement. CLIENT shall pay such invoice upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario. .
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.



9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and sub-consultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.
10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.