



October 20, 2016

Subject: Facility Management Service Provider Announcement

Dear Sir or Madam:

Asurion LLC (“Asurion”) on behalf of itself and its subsidiaries is pleased to announce that Jones Lang LaSalle Americas, Inc. (“JLL”) has been selected to provide integrated Facility Management services at select locations effective January 1st, 2017.

In their role, JLL be directly responsible for the coordination of facility management services including work requests for recurring and reactive work orders, payment processing, supply chain management and procurement, and supplier performance. They will initiate requests for quotes, authorization to begin work, and payment of invoices upon completion of work.

Please refer to the enclosed introductory letter from JLL for more information. You must complete their request for information in order to continue to provide services to Asurion at the affected locations.

It is the intent of Asurion and JLL that there is no disruption in services during this transfer of responsibilities.

If you have any questions, please contact JLL’s vendor hotline at Asurion.Vendor@am.jll.com or 1-855-307-8015. We value your relationship with Asurion and hope you will continue to serve us through our chosen facility management service provider.

Thank you for your support and cooperation during this transition.

Sincerely,

Brian Atwood
Director, Corporate Real Estate



October 20th, 2016

Subject: Asurion Supplier Notification

Dear Service Provider

Jones Lang LaSalle Real Estate Services, Inc. (“JLL”) is pleased to announce that Asurion LLC (“Asurion”) has selected JLL to provide Integrated Facility Management Services effective January 1st, 2017.

If your company has a service agreement with Asurion, effective January 1st, 2017, you should continue to provide the same goods/services to Asurion as you do today through JLL for the benefit of Asurion. In their role, JLL will be directly responsible for facilities management, handling work requests, payment processing and payment, supply chain management, and supplier performance.

What this means for your company

To ensure timely payment for your continued service to Asurion after January 1st, 2017, **please read the information in this package in its entirety and comply with all related requirements on or before each requested date.** We’ve included a checklist at the end of the package to help you keep track of the steps required to comply with our supplier program. **Your performance of any services after the effective date noted above shall constitute your agreement to the terms set forth in this letter and its attachments.**

Some of the benefits of this enhanced program are:

- Increased exposure within JLL to both quickly and easily qualify for additional work
- Access to JLL Best Practices to drive a culture of safety and ethical business practices
- Best-in-class compliance standards to ensure continued service delivery at Asurion

We look forward to working with your company to ensure a smooth transition and continued service delivery to Asurion. Should you have any questions about this letter or the enclosed package, please contact the JLL supplier hotline at 1-855-307-8015 or e-mail Asurion.Vendor@am.jll.com.

Very truly yours,

Supply Chain Lead for the Deployment Team
Jones Lang LaSalle Americas, Inc.

Request for Information

RESPOND BY: **November 15, 2016**

Instructions

A response to the request for information is required to continue providing service to Asurion and register your company in our Accounts Payable system. We recognize that our primary contact with your company may be at a regional or national level. Please ensure all communication and changes in process reach your employees servicing Asurion on-site or at the local level.

JLL's Screening Program and On-Boarding Process

JLL uses an online supplier pre-qualification and compliance program, and has engaged Avetta (www.Avetta.com) to support our efforts. Please see the attached JLL Pre-Qualification and Compliance Program document that will walk you through the Request for Information process.

On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL's working practices, advising us of your organization's compliance using a Red, Amber, Green status/flag system.

You must register no later than November 15, 2016.

Rate Card

A rate card was attached to the email notification in which your company received. The rate card is to provide detailed price information for services, which will help record and allocate costs.

Please fill out the rate card and submit to the supplier hotline at Asurion.Vendor@am.jll.com.

Certificate of Insurance (COI)

COI requirements and documentation will be managed through Avetta. Your company must complete the Avetta registration process and upload a copy of your COI into Avetta.

A Certificate of Insurance for the services your company is performing for Asurion reflecting coverage types, amounts, and additional insured entitled is found in the Terms and Conditions. Jones Lang LaSalle Americas Inc. and Asurion, LLC should be listed as additional insured.

Invoice and Payment Process

Effective: **January 1st, 2017**

Ensuring timely payments

To ensure timely payment for your continued service to Asurion after January 1st, 2017, **please read the below information in its entirety and comply with all related requests by January 1st, 2017.**

Invoices for services and goods

All invoices for services rendered and inquiries regarding payment for services rendered **prior to January 1st, 2017**, should be sent to CREInvoices@Asurion.com as done previously. Please ensure all past due invoices for services and goods performed prior to January 1st, 2017, have been reconciled and any remaining invoices submitted to CREInvoices@Asurion.com no later than 30 days after the effective date.

Work Orders

A Work Order number for existing recurring services and new services will be issued when the supplier has been contacted to perform the work. For services provided on-site to Asurion for non-recurring services, a Work Order number will also be issued to perform additional work. A Work Order number will need to be listed on all invoices to satisfy JLL's internal accounting requirements for prompt payment.

Invoices

Invoicing will be completed within the Corrigo work order system. An invoice must be attached for each work order. The process is simple, transparent, and removes the need for email, faxes, and phone calls.

Details around invoice submittal and payment will be covered during the Corrigo vendor training session. More information regarding Corrigo can be found under Section III of this packet.

Payment terms

Payment terms for all undisputed amounts are Net 60 days from JLL's receipt of a valid invoice, provided invoice is received prior to process cutoff date. JLL shall pay Supplier only as and when Client provides JLL with the funds to cover such payment. Payment will be made via check to the remittance address on file.

Service Request Process

Effective: **January 1st, 2017**

Dispatch of service requests

For services provided on-site to Asurion, you will receive your service requests electronically with our easy to use web-based application called Corrigo. This will eliminate headaches associated with paperwork, phone messages, approvals, and overall communication.

Starting January 1st, 2017, JLL will only assign service requests via the Corrigo network. Service requests will no longer be assigned in any other way. To receive service requests, you must join the Corrigo network through a simple subscription process.

Service requests will include a not to exceed dollar amount as well as a local JLL contact. Service requests do not require the requestor's signature upon completion. If the work performed is billable, your invoice will be created electronically, submitted for approval and paid through the Corrigo network.

Corrigo, a wholly owned subsidiary of JLL, does not charge an upfront fee to join and connect with Asurion. There is a \$5 fee for each accepted service request or if you plan on receiving a large number of service requests through the Corrigo network, you may opt for a \$30 unlimited monthly plan, which will cover all service requests received in that portal from any customer on the network during that month. A credit card or bank account will be required to register.

Once you have subscribed to the Corrigo network, you will have access to other valuable tools that will help your every-day business communication, and you will be visible to other service requestors through Corrigo's network sourcing tools. It's an easy way to grow your business! More information about the Corrigo Network can be found at the following URL: <http://www.corrigo.com//welcome-jll-vendor>

Corrigo will contact you with instructions for joining as soon as you are approved as a supplier for Asurion. To assist in connecting, Corrigo will provide introductory webinar sessions, online training, and dedicated support via phone or web.

If you have additional questions, please contact Corrigo at connect@corrigo.com, or view the Corrigo Pro Quick Reference Guide site at <https://corrigosupport.desk.com/?t=667078> for helpful training videos and an FAQ document. You will receive a separate email directly from Corrigo with WebEx information.

Corrigo Training

Date	Start Time (EST)	End Time (EST)
Monday December 19 th	11:00 AM	12:00 Noon
Tuesday December 20 th	2:00 PM	3:00 PM

Account Management Process

Effective: **January 1st, 2017**

Please join us for a supplier information call

Our goal for this initial communication is to provide as much information as possible about the change in process. A representative from your company is invited to attend a supplier information call. JLL will provide an overview of the changes in facility management, confirm the goods/services in scope and address any concerns you may have about the information in this package and the registration process.

The call will be hosted twice. Please choose the day and time that best fits your schedule.

Date	Start time (EST)	End time (EST)	Audio dial in and passcode
Thursday November 10 th	12:00 PM	1:00 PM	Toll Free: (844) 703-9305 Conference ID: 4084622
Monday November 14 th	1:30 PM	2:30 PM	Toll Free: (844) 703-9305 Conference ID: 4088892

**** Please Note: Your company only needs to attend 1 out of the 2 supplier information call sessions.***

JLL Pre-Qualification & Compliance Program



Our relationship with suppliers is critical to our success and reputation with our clients. JLL is committed to building relationships with suppliers who embrace a culture focused on compliance, safety and sustainability, and who can demonstrate their commitment to our performance standards.

This includes ensuring that all appropriate documentation supporting JLL and client standards are in place and available for JLL to review.

To achieve this goal, JLL has partnered with Avetta (www.avetta.com). On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL and client standards and advise us of your organization's compliance using a Red, Amber, Green flag status system.

Once the information has been reviewed and approved in the Avetta Organizer, it will be made available to JLL for transfer into our other systems.

To join the program there is a one-time activation fee, and an annual membership cost. Your annual membership in the JLL standard program allows you to link to as many JLL client sites within North America as you service for the same flat fee.

Membership Fee Overview for JLL Suppliers New to Avetta

- \$199 One Time Activation Fee (discounted to \$99 with coupon)
- \$100 Program Management Fee (annual)
- \$199 DocuGuard Program (annual)
- \$99 InsureGuard Program (annual)

As a special incentive, the one-time activation fee will be discounted for suppliers who register in the first 60 days of this program launch. **Enter the coupon code JLL121416 during the checkout process to receive your discount.**

For existing Avetta members, any fees due are dependent upon where you fall in the general pricing tier.

If your organization is already an Avetta member, JLL will recognize the data you have already submitted. You will need to link your organization to JLL-Asurion account and complete our specific requirements.

Please join us at one of the dates/times below for an overview of the Avetta compliance program.

URL	Conference Line	Date	Time (EST)
https://jll.webex.com/jll/j.php?MTID=m710f6775a14976971c84b5a422df4005	Dial 866 259 9955 Passcode 216 226 2034	Tuesday, October 25th	1-2 PM EST
https://jll.webex.com/jll/j.php?MTID=m7e7b8d5b10aeb49737ce971b8c856d7	Dial 866 259 9955 Passcode 216 226 2034	Friday, November 4th	3-4 PM EST

Thank you in advance for your participation. We look forward to both maintaining and enhancing our relationship with you. If you have any questions please contact the Avetta team at 877-725-3022 or registrations@Avetta.com.



Registration / Pre-qualification Requirements

PHASE I: Registration (Required by: Wednesday, November 15th)

Register online– Suppliers may access the Avetta website at

US suppliers: <http://pages.avetta.com/JLL-Asurion-US.html>

Canadian suppliers: <http://pages.avetta.com/JLL-Asurion-Canada.html>

The JLL program consists of the DocuGuard and InsureGuard offerings.

- If you have questions regarding the Avetta process, Avetta is happy to provide registration assistance by phone, at **877-725-3022**.

PHASE II: Pre-qualification (Required by: Thursday, December 1st)

- **Complete the Pre-qualification Form (PQF), Financial Health Assessment, JLL Diversity and the JLL Specific questions** – The first part of the review process requires contractors and suppliers to complete and submit a prequalification form. This includes general information about your company, its service offerings and coverage area, accounts payable information, etc.
- **Upload EHS Program documentation** – You will be asked to provide details and documentation regarding the past three years of safety records.
- **Upload your Certificate of Insurance** – Be sure to verify that your insurance certificate meets the JLL insurance requirements before uploading. A copy of the requirements will appear on the Avetta portal.
- **Respond to any audit questions** – After your paperwork is submitted, Avetta representatives will reach out and ask for any clarification or additional information after they have completed their review and audit of the information. We are here to help provide guidance and support.

PHASE III: Qualification deadline (Required by: Friday, December 30th)

- **“Green Flag” status** – Once you have achieved green flag status, your company is rated as compliant in the Avetta Organizer and available for work with JLL.

Avetta has a team dedicated to help you complete your registration and maintaining your membership. If you have any questions please contact them at 877-725-3022 or registrations@Avetta.com.

AVETTA FAQ

Why is JLL moving to this online prequalification and compliance platform?

The business landscape demands it. Clients expect this rigorous level of review and evaluation as a required component of doing business. Our clients, and by extension their subcontractors, are increasingly subject to stricter regulatory requirements and compliance challenges within their industries. They look to JLL to ensure those obligations are being met with documented proof.

What are the benefits to me as a JLL supplier?

Suppliers who successfully register through the portal will increase their visibility within JLL. Registering is essential to qualifying for additional work. Your organization and its capabilities will be viewable by all of the JLL client accounts that participate in the platform.

What are the additional benefits to me for joining Avetta beyond JLL?

In addition to maintaining and developing your relationship with JLL, you can search for other Avetta clients that require your skills and experience. Other members include major organizations across the Building Materials, FM, Manufacturing, Chemical, Oil & Gas, Telecoms & Pharmaceutical industries to name but a few. As an international provider, Avetta will give your organization visibility in all locations where you're able to work. Avetta will also support each contractor by providing technical guidance around any shortfalls against the client's requirements.

What is the annual membership fee?

- \$199 DocuGuard Program
- \$99 InsureGuard Program
- \$100 Program Management Fee

In addition to the annual membership there is a one-time activation fee.

Please note that additional fees may be incurred if the supplier is currently working with, or wishes to work with other Avetta clients above and beyond JLL.

The full fee structure can be accessed by logging onto the Avetta website (www.Avetta.com) and going through the initial registration process. Alternatively these can be requested directly from Avetta using the contact details below.

How does a supplier make the payment?

Payments to Avetta can be made by either credit card or mail in payment to the address listed below.

What is a supplier required to do if already a member of Avetta?

Log into your existing account, connect with JLL to review specific requirements and ensure your company information is updated. This will be highlighted on your homepage as Open Tasks, and your Avetta CSR will support you through the process.

How can I contact Avetta for further information?

Phone: 877-725-3022

Email: registrations@Avetta.com.

Address: Avetta HQ

17701 Cowan #140

Irvine, CA 92614

Checklist for completion of registration process with JLL

To ensure timely payment for your continued service to Asurion after January 1st, 2017, check off each item below from your list as you complete it to ensure you that you become 100% compliant:

- Register with Avetta to complete JLL Pre-Qualification and Compliance Program by November 15, 2016
- Join the Avetta supplier information call
- Follow guidelines for invoices for services rendered and inquiries regarding payment for services rendered prior to and after January 1st, 2017
- Sign up for the Corrigo Network subscription
- Join the JLL supplier information call
- Complete and submit rate card (attachment to email notification) to Asurion.Vendor@am.jll.com by December 1st, 2016.

Please note that you will receive follow-up phone calls from the JLL Supply Chain Team regarding registration and the Corrigo Team with instructions for joining the work order network.

Should you have any questions about this letter or enclosed package, please contact the JLL supplier hotline at 1-855-307-8015 or e-mail Asurion.Vendor@am.jll.com.

Contact list for questions

General Transition Questions – JLL

Phone: 1-855-307-8015

Email: Asurion.Vendor@am.jll.com

Work Order Network (Corrigo) Tech Support

Connection & Set-Up

Email: connect@corrigo.com

Support Line

Phone: 800-517-2629

Email: support@corrigo.com

Or, Click on the “Support” link on the Network Login Page

Vendor Screening Portal (Avetta)

Phone: 877-725-3022

Email: registrations@Avetta.com.

TERMS AND CONDITIONS - CANADA

Term. Unless sooner terminated as provided below, the term of this Agreement shall begin on April 30th, 2016 and your acceptance of these terms and conditions shall be evidenced by you continuing to provide services (the "Services") as described in the agreement ("Prior Agreement"), directly between you and **Air Canada** ("Owner") and shall continue until Jones Lang LaSalle Real Estate Services, Inc. ("Manager") provides you with thirty (30) days prior written notice of termination. However upon your breach of this Agreement, Manager may terminate this Agreement immediately upon written notice to you.

Contract Duties. You shall timely and fully perform all of the Services in a good and workmanlike manner, and in accordance with industry standards established by those engaged in the Services and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, employees wages, termination and severance payments, vacation pay, and all amounts required under employment standards legislation, withholdings and remittances of all amounts required by law from it and its employees, including amounts on account of Canada Pension Plan and Québec Pension Plan, employment insurance, medical plans, dental plans, income tax, workers' compensation and workplace safety premiums and levies, health tax and any and all other amounts, charges, premiums, levies or taxes which may be exigible with respect to or payable to such persons, and all other expenses whatsoever incurred in the performance of the Services; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services and to otherwise comply with all laws and governmental regulations pertaining to performance of the Services.

Compensation. Manager shall pay you for the Services in the amounts and at the rates established in the Prior Agreement. You shall bill Manager for such compensation not more frequently than monthly for on-going services; or upon completion of a specific job for periodic services. Anything herein to the contrary notwithstanding, Manager shall pay you only as and when Owner provides Manager with the funds to cover such payment pursuant to the Manager's agreement with Owner. Manager shall not be liable to you for failure to pay you hereunder unless Manager fails through its own negligence or willful misconduct to make payments to you for which funds have been provided to Manager by Owner. If you fail to invoice Manager for any amount within ninety (90) days after the month in which the Services were performed you shall waive any right you otherwise may have to invoice for and collect or otherwise receive such amounts. Payment terms are 60 days.

Relationship of Parties. You are retained by Manager only for the purpose and to the extent set forth herein and your relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither you, nor any employee, agent, servant, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of Manager or Owner.

Insurance. At all times while performing the Services, you shall maintain, at your sole cost and expense, the insurance set forth below, from insurance companies and in a form reasonably satisfactory to Manager with limits of liability not less than stated below:

A. Commercial General Liability

Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.

B. Worker's Compensation Insurance coverage as required by and/or available in the province in which the Property is located, and Service Contractor shall verify such coverage by providing to the Manager or Owner such applicable current clearance certificate (or similar documents) as and when requested by Owner or Manager during the term of the Agreement.

C. Employer's Liability - With minimum liability limits of \$1,000,000 bodily injury by accident each accident and \$1,000,000 bodily injury each employee.

D. Commercial Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

E. Property Insurance -All-risk, replacement cost property insurance to protect against loss of your owned or rented equipment and tools.

Policies described in Section A. above shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Real Estate Services, Inc. and Air Canada. You waive any and all rights of subrogation against the parties identified above as additional insureds. You shall furnish to the Manager Certificate(s) of Insurance evidencing the above coverage except Property Insurance under E. Certificate(s) of Insurance relating to policies required under this Agreement shall provide that the insurer will endeavor to give Manager thirty (30) days prior written notice of cancellation.

Indemnification. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incidental thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Contract Duties; (b) a violation of any laws or any negligence, gross negligence or willful misconduct by you or your affiliates, subcontractors, agents or employees during performance of the Services; and/or (c) a breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees.

If a claim or demand is made, Owner and Manager shall provide reasonable assistance and timely documentation to you. Your assumption of a claim defense shall include the right to oppose or settle same in your sole discretion, provided that Owner and Manager shall have the right to employ separate counsel and participate in the defense and investigation of such claim, demand, suit or action at their sole cost. You shall not enter into any agreement, agreed order, consent judgment, or the like which is binding on Owner or Manager without such party's written consent. However, you can settle the claim, demand, suit or action without the consent of Manager and Owner as long as a full and unconditional release is provided to Manager and Owner and no agreed order, consent judgment or the like is entered to the prejudice of Manager and Owner. Your obligations under this section shall be limited only to the extent (i) damages are determined to have been caused by other parties not owned, hired by or assigned by you and (ii) of any determination by a court of competent jurisdiction (but not through mediation or arbitration) that Owner or Manager was at fault.

Assignment and Delegation. You shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Services (or any right, obligation or performance of yours hereunder) unless Manager approves, it being agreed that the services to be performed hereunder are personal in nature. Manager may assign this Agreement, at any time, in its sole and absolute discretion, to Manager's nominee by giving you written notice of same, which notice shall specify the assignee and effective date of assignment.

Compliance. You agree at all times to remain in strict compliance with all applicable laws and regulations, including but not limited to the terms, provisions, regulations and rulings relating to the Immigration and Refugee Protection Act (IRPA). All employees of Service Contractor assigned to the Property must be authorized to work in Canada. You also shall plan for, and ensure, that all personnel performing any Services comply with the basic provisions of occupational health and safety legislation and workplace safety legislation as such, are applicable to the specific tasks constituting the Services (if any). At all times you shall comply with Owner's Rules and Regulations for Contracted Service Personnel as previously made known to you by Owner under the Prior Agreement or as provided to you hereunder by Manager and reasonably imposed by Manager in connection with the safe and efficient operation of Owner's property and/or the performance of the Services. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, civil or marital status, pregnancy, age, race, religion, color, creed, ethnic and national origin or ancestry, sexual orientation, social condition or other grounds protected under the applicable federal and provincial human rights legislation nor shall you or any person claiming under or through you, establish or permit any such practice or practices of discrimination or segregation in connection with the performance of the Services and your other obligations under this Agreement. Manager has the right to require you to remove from your work force assigned to the Services any employees or subcontractor's employees whose presence Manager deems, in its sole discretion, to be detrimental to the best interests of Owner.

Confidential Materials. Service Contractor hereby irrevocably assigns, transfers and conveys to Owner and agrees to assign, transfer and convey to Owner ownership of all designs, drawings, specifications, technical documents, studies, analyses, opinions, recommendations, reports, or other works, information and material of any nature, and copies thereof prepared by Service Contractor pursuant to this Agreement, including, without limitation, improvements, derivative works or other work based on such materials, and ownership of all copyrights, trade secrets and other proprietary rights subsisting therein. All drawings, specifications, studies, analyses, opinions, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to you by Owner or Manager; (ii) prepared pursuant to this Agreement; or (iii) to which you otherwise gains access during the performance of the Services are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner or Manager on request and in all events upon completion of the Services, or termination of this Agreement pursuant to the terms hereof.

No Liens. You shall neither suffer nor permit the attachment of any liens including, without limitation, any encumbrance, hypothec, priority, prior claim or charge upon the Owner's property as a direct result of your performance of the Services.

Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

Miscellaneous Provisions. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after the mailing thereof, postage prepaid; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. Failure of Manager at any time to require performance by you of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the Province where the Property is located (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). You acknowledge that time is of the essence in regard to your performance under this Agreement. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive the termination of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, including, but not limited to, the Prior Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents. The parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.