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**NOTICE OF TERMINATION**

**[Date}**

**To: client name**

**Date: todays date**

**Re: Commercial Lease between Shared Work Space Inc. and [Tenant} dated [insert date] (the “Lease”) of the premises located at [Insert Address] (the “Premises”)**

As the Tenant under the Lease, you are in breach of the Lease for unpaid Rent, as set out in the attached statement in Schedule “A” hetero, in the amount of $[insert]. As a consequence of your failure to pay this amount, the Landlord, Shared Work Space Inc. (“SWS”), hereby terminates the Lease effective [as of the date of this notice/[Number] days from the date of this notice.

Take notice that the Landlord [has changed the locks to the Premises, and] intends to re-enter the Premises and take possession [on the effective date/immediately], pursuant to the Landlord’s rights under the Lease. Entry to the Premises for the removal of personal property may be made only with the prior permission of the Landlord. Any attempt to gain entry to the Premises without prior permission will be an unlawful trespass and will be dealt with accordingly.

Notwithstanding the termination, the Tenant is responsible for and remains liable for rent arrears [rent/minimum rent, additional rent], accelerated rent and other amounts and charges in arrears under the Lease and owing to the date of termination as set out in Schedule “A” together with all damages suffered by SWS as a result of losing the benefit of the Lease over its remaining unexpired term, including loss of future rent and additional rent for the unexpired balance of the Lease term and all charges, costs, fees and expenses incurred by or on behalf of SWS with respect to and as a result of your default, including without limitations, (i) interest on the foregoing amount calculated in accordance with the Lease; (ii) all costs and expenses incurred by the Landlord in re-entering the Premises, including, without limitation, all legal, bailiff’s and other professional fees; and (iii) all applicable HST on any or all of the foregoing amounts.

Neither this Notice of Termination of the Lease, any changing of the locks at the Leased Premises, or the termination of the Lease shall constitute in any way a seizure by the Landlord under any security agreement by the Tenant in favour of the Landlord, if any, or in favour of any other person, of any chattels or other personal property belonging to the Tenant and remaining on the Leased Premises.

If you have any goods/personal property other than Leasehold Improvements and Tenant Trade Fixtures remaining on the Premises that you wish to remove from the Premises (and which are permitted to be removed pursuant to the terms of the Lease), please contact [Name of Contact Person] of SWS as soon as possible to arrange a mutually agreeable time. Notwithstanding the foregoing, you have [Insert Number of Days] of days form the date of this notice to remove all of your goods/personal property or SWS may deal with them as it deems appropriate, in its discretion, without limitations, removing them, liquidating them and applying all amounts received against outstanding Rent, or be subject to storage costs.

Please contact SWS in order to arrange for the removal of your property from the Leased Premises by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, failing which we will treat any remaining property as abandoned and will dispose of it without recourse by or compensation to the Tenant.

We wish to remind you that Section 26 of your Lease obliges you to pay twice the Base Rent payable for as long as you overhold the Lease Premises, as well as the usual Additional Rent. If you cannot pay the arrears cited above and/or ongoing rents, we ask that you contact SWS or the undersigned as soon as possible.

The Leased Premises are now in the lawful possession of SWS. Any re-entry or attempted re-entry to the Leased Premises on your part or an agent or representative of yours without the express consent of SWS would be a trespass and subject to all available remedies available at law.

The Landlord reserves all of the additional rights and remedies to which it may be entitled under the Lease or at law.

**Legal Department**

Shared Work Space Inc.