

SIGN LEASE AGREEMENT

THIS SIGN LEASE AGREEMENT made in triplicate this 1st day of August 2018.

BETWEEN:

**Corporation of the Town of Minto
Hereinafter called the "Town" of the SECOND PART**

- and -

**Quality Developments Inc.
Hereinafter called the "Quality" of the FIRST PART**

WHEREAS, the Quality desires to lease from the Town the properties described in Part 2 and Schedule "A" of this agreement for the purpose of constructing and maintaining one advertising sign per site to be located thereon and owned by Quality.

AND WHEREAS the Town will permit a temporary exemption to the Town of Minto Sign By-law to permit the Quality to place sandwich board signs on municipal roadways at specified locations only during times when their sales office or model unit is open to the public;

AND WHEREAS the signs to be placed on Town lands are described in Schedule "B" to this agreement;

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations of the parties as set forth herein, the parties agree as follows:

1. The term of this agreement commences upon signing by the parties shall be for a period of two (2) years, and shall renew for an additional one year unless either party provides sixty (60) days written notice prior to the end of the first two year period that this agreement shall be cancelled. In no case shall this lease agreement extend beyond three years.
2. The portion of lands to be leased by Quality from the Town for the purposes of erecting and maintaining one sign per site are located in the Province of Ontario, County of Wellington, Town of Minto and generally shown on the map attached to this agreement as Schedule "A" and more particularly described as follows:




- a) Property adjacent to Provincial Highway 9, legally known as Concession D, Part Lots 83 and 84 Plan 60R-2602 Pt Parts 1 and 2, Plan 61R-7276 Part 1, Plan 61R-10582 Parts 5 and 6, Plan 61R-10909 Parts 3 and 4;
 - b) Property adjacent to Province Highway 89, legally known Livingstone Street which is an unopened road allowance vested with the Town of Minto.
3. Either party may terminate this Lease at any time upon giving the other party written notice of its intention to terminate the Lease, and said notice shall be received at least sixty (60) days prior to the termination date.
 4. Quality shall, during the term of this Lease, pay an annual rent of Seven Hundred and Fifty Dollars (\$750.00) per site the first installment of which is due upon signing of this agreement and then annually before ~~March~~ ^{August} 1st of each year that this agreement applies.

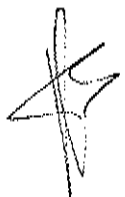


All rent payable by Quality to the Town under this Lease shall be paid at the address herein designated in this agreement.

5. Quality shall use the land described in Part 2 and Schedule "A" to place and maintain advertising signs in accordance with all Town, County, Provincial, and any other applicable laws pertaining to such advertising in accordance with the design, size and standard shown in Schedule "B". The Town agrees to Quality making application to the appropriate authorities for permits to place the sign including locates for all utilities and services, and shall supply details to the Town about how the support posts will be anchored into the ground. In the event any permit is refused then this agreement shall be considered terminated.
6. All signs and support structure or any other materials placed upon the lands by Quality shall remain the property of the Quality. If this agreement is terminated for any reasons, Town shall give Quality thirty (30) days to remove the signs, structures and materials from the lands and Quality shall return the lands as near as possible to its original condition. In the event the removal is not completed or the lands not restored the Town shall complete the work and invoice Quality for the cost of site cleanup which shall be paid by Quality according to the invoice terms.
7. Where Quality's sign is removed by either party or the agreement terminated for any purpose, Quality shall not be entitled to any pre-paid rent.



8. In addition to the signs permitted under to Sections 2 and 5 above, the Town consents to such sign by-law exemption as may be required for Quality to temporarily place sandwich board signs as follows:
- a) At the corner of Arthur Street and George Street and the corner of William Street and Elora Street Harriston during the period a finished model suite or completed unit is available and open to the public for safe viewing on Quality's main development site on George Street North so long as the main driveway and parking area is paved and the grounds around the said unit safely graded.
 - b) At the corner of Elora Street and Arthur Street during the period of time Quality has premises leased at LaunchIT Minto from the Town.
 - c) No sandwich board signs shall be permitted at the locations identified under Section 8 a) and b) on municipal road allowances except during the days and times when the model suite, completed unit or leased space at LaunchIT Minto is open to the public.
 - d) No sandwich board signs permitted under this agreement shall be located to affect public safety and/or interfere with municipal road and sidewalk maintenance including snow removal, and may be removed by the Town at any time at its sole discretion where safety or maintenance issues arise.
 - e) No sandwich board signs shall be permitted without Quality obtaining permission from the landowner abutting the location where the sandwich board sign is to be placed.
 - e) The provisions of section 12 shall apply to the sandwich board signs permitted under section 8 of this agreement.
9. Following installation of the signs on the lands described in Part 2a), the Town shall for the life of this agreement maintain the grass a minimum distance of 7.5 metres around the base of the sign. The Town agrees to maintain the balance of the land so that the advertising device is clearly visible from the travelled roadway, and without limiting the generality of the foregoing "visible from the travelled roadway" means no buildings, structures, vegetation or similar landscape features shall be permitted to restrict the visibility of the advertising device from the road.
10. Quality shall not assign or transfer the rights under this agreement or interest herein nor sublease the Leased Premises or part thereof to anyone without the express written consent of the Town.



11. The Town shall not restrict access to the Leased Premises by Quality to maintain the said advertising device or the grounds or conduct any other maintenance as required by this agreement. Quality agrees to repair any damage resulting from the accessing the Towns lands, and shall only access the said lands during reasonable hours as may be agreed upon by the parties.
12. Quality, as a material part of the consideration to be rendered by the Town, hereby waives all claims for injuries or damage for any cause arising at any time to persons in or about said lands leased under this agreement where said injuries or damage occurs as a result of the use of the lands by Quality. The Town shall not be responsible or liable to Quality or to those persons coming by, through or under the care or permission of Quality, for any loss or damage which may be occasioned by or through the acts or omissions of persons on the lands subject of this agreement. Quality hereby indemnifies the Town and saves it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Quality of the lands under this agreement or any part thereof occasioned wholly or in part by any act or omission of Quality, its agents, contractors or employees.
13. If Quality defaults in the payment of the lease payments or defaults in the performance of any term, covenant, or condition of this Lease, Town shall give written notice to Quality of such default and, if Quality does not cure any rent default within five (5) days or other default within fifteen (15) days after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such fifteen (15) days), if Quality does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Town may terminate this agreement on not less than three (3) days' written notice to Quality, and on the date specified in said notice the term of this lease shall terminate and Quality shall then quit and surrender the lands subject of this agreement to the Town, but Quality shall remain liable as hereinafter provided. If this agreement shall have been so terminated by Town, Town may at any time thereafter resume possession of the lands by any lawful means and remove Quality or other occupants and their effects.
14. Quality shall peaceably deliver possession of the lands subject to this agreement to Town on the date of expiration or termination of this Lease, whatever the reason for termination. Town shall have the right to reenter and take possession of the lands subject of this agreement on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings.



15. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this agreement shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this agreement.
16. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date of certification thereof delivered by or addressed to the parties as follows:

Town: Town of Minto
ATTN: C.A.O. Clerk
5941 Highway 89
Harriston, ON NOG 1Z0
(519)338-2511

Quality: Quality Developments Inc.
ATTN Executive Vice President
7307 Sideroad 5 West
Kenilworth, ON, NOG 2E0
519-323-4208

17. This agreement shall be construed and interpreted pursuant to the laws of the Province of Ontario. Should there be any provision thereof to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect.
18. If any term, covenant, or condition of this agreement is found to be invalid, void, ineffective, or unenforceable for any reason, the remaining terms, covenants, and conditions shall remain in full force and effect.
19. This agreement represents and constitutes the entire understanding between the parties and supersedes all other agreements and communications between the parties, whether oral or written, concerning the subject matter herein. Any amendment must be in writing and signed by the parties hereto and adopted in the same fashion as this original agreement.
20. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and personal and legal representatives.



IN WITNESS WHEREOF, the parties have executed this Lease on the 1st day of August,
~~2010~~, at Town of Minto in the County of ~~Grey~~, Province of Ontario.

2018

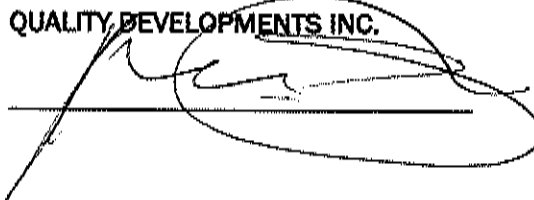
Wellington

CORPORATION OF THE TOWN OF MINTO

George Bridge, Mayor

Bill White, C.A.O. Clerk

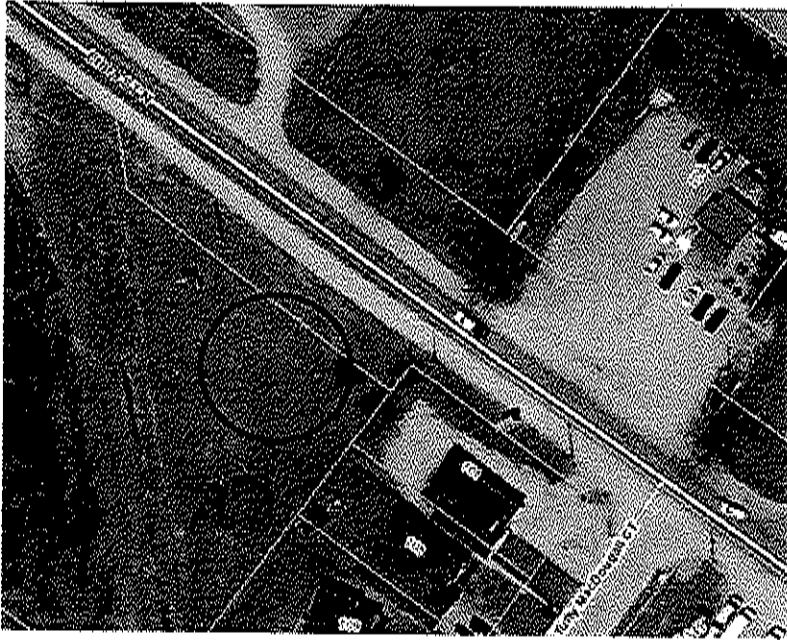
QUALITY DEVELOPMENTS INC.



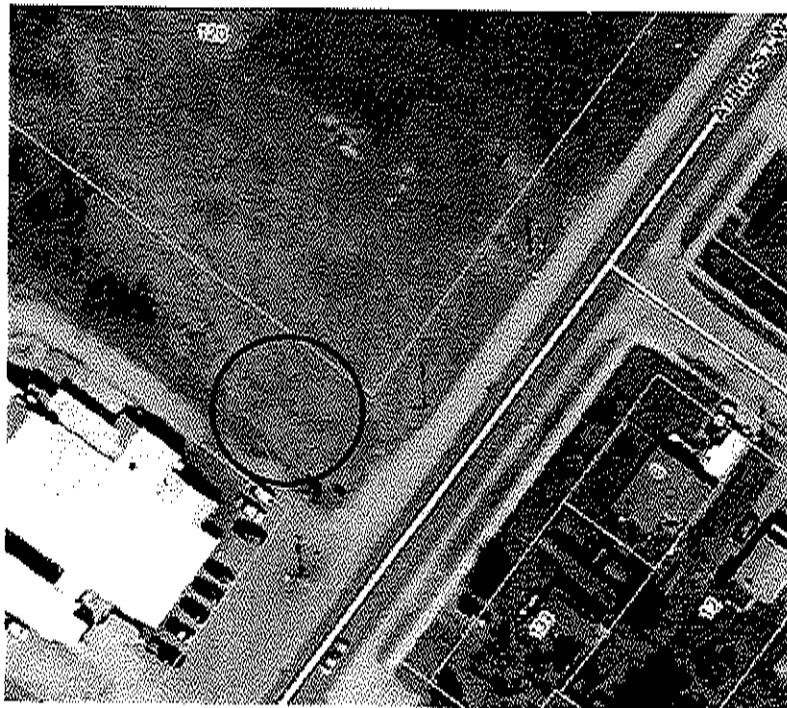
Schedule A

Location of Leased Premises

a) Property adjacent to Provincial Highway 9,



b) Property adjacent to Province Highway 89, legally known Livingstone Street



[Handwritten signature]

Schedule "B"

Permitted Signs on Lands Described in Schedule "A"



Permitted Sandwich Board Sign



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