

LICENSE AGREEMENT
(Signage)

THIS LICENSE AGREEMENT is dated as of the 29th day of May, 2020 (the "Agreement")

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL

(the "Licensor")

- and -

MALTON BUSINESS IMPROVEMENT AREA

(the "Licensee")

WHEREAS:

- A. The Licensor is the registered owner of those lands known as Airport Road, in the City of Mississauga, in the Regional Municipality of Peel, as legally described on Schedule "A" attached hereto (the "Lands");
- B. The Licensee has requested permission to install Signage (as hereinafter defined) on a portion of the Licensor's Lands, located on the west side of Airport Road, north of Thamesgate Drive as shown hatched on the sketch attached hereto as Schedule "B" (the "Licensed Lands");
- C. The Licensor is agreeable to licensing the Licensed Lands to the Licensee, subject to the terms and conditions set out in this Agreement.

IN CONSIDERATION of the sum of **Two Dollars (\$2.00)**, the receipt and sufficiency of which is acknowledged and of the mutual covenants herein contained, the parties agree as follows:

1.0 GRANT OF LICENSE

- 1.1 The Licensor hereby grants to the Licensee a limited license to use and occupy the Licensed Lands, for the sole purpose of installing, operating, maintaining and repairing of a six foot six inches by sixteen foot (6'6" x 16') public art and gateway sign as shown on Schedule "C" attached hereto (the "New Signage") and for no other purposes whatsoever.

The Licensor acknowledges that the Licensee will be replacing the existing sign within the road allowance with the New Signage which will be illuminated on the same footprint as the existing sign as shown in the design drawings attached hereto as Schedule "D" (the "Design Drawings").

The Licensee will provide advance notice to the Licensor prior to commencing construction of the New Signage.

2.0 TERM

- 2.1 Subject to the termination provisions set forth herein, the term of this Agreement shall be for **five (5) years** commencing on August 1, 2020 (the "Commencement Date") and thereafter expiring on July 31, 2025 (the "Term").

3.0 OPTION TO EXTEND

- 3.1 Provided the Licensee is not in default under this Agreement and shall have observed and complied with all obligations, restrictions, terms and provisions herein to the satisfaction of the Licensor, the Licensee shall have the option to extend this Agreement for continuous **one (1) year** extension terms to commence

upon the expiration of the original Term or extended term and all of the provisions of this Agreement shall apply to such extended term with the exception of the license fee payable for the extension term which shall be subject to negotiation and mutual agreement by the parties at the time of extension. If the Licensee elects to exercise this option to extend, it shall do so by providing the Licensor with notice in writing of its intention to extend at least **three (3)** months prior to the expiration of the original Term or extended term.

4.0 TERMINATION

4.1 This Agreement shall terminate as follows:

- (a) on the termination date; or
- (b) on any date mutually agreed upon by the parties in writing; or
- (c) by the Licensor or Licensee for convenience at any time during the Term or extension term by giving the other party **thirty (30)** days prior written notice of such termination; or
- (d) where the Licensee is in default of any of its covenants, conditions or obligations contained in this Agreement, the Licensor shall deliver to the Licensee a written notice setting out the nature of the default and providing the Licensee with **ten (10)** days to remedy or cure such default. In the event the Licensee fails to remedy or cure such default to the complete satisfaction of the Licensor within the said **ten (10)** day period, then, at the sole option of the Licensor, this Agreement may be terminated forthwith without any penalty or cost to the Licensor. Notwithstanding any such termination, any obligations of the Licensee which are meant to survive termination shall so survive and continue to bind the Licensee; or

5.0 LICENSE FEES

5.1 During the Term of this Agreement, the Licensee shall pay to the Licensor, an annual license fee of **two (\$2.00) Dollars** plus HST, in advance, on or before the Commencement Date.

5.2 If the Commencement Date is on a day other than the **first (1st)** day of the calendar month, the Licensee shall occupy the Licensed Lands under the terms, conditions and provisions contained in this Agreement, and the pro-rated portion of the monthly License Fee for said month shall be paid on or before the Commencement Date and the Term of this Agreement shall commence on the **first (1st)** day of the month immediately following that in which possession is given.

6.0 SECURITY

Within **five (5)** business days of execution of this Agreement, the Licensee shall deliver to the Licensor a cheque, in the amount of **Two Thousand (\$2,000.00) Dollars** (the "**Funds**") as security for the obligations of the Licensee under this Agreement and, more specifically, for the removal and disposal of the Signage (the "**Licensee's Obligations**"), after which time the Licensor shall arrange to deposit the Funds into its account, in trust. In the event the Licensee does not fulfill its obligations under this Agreement, the Licensor shall be entitled to retain the Funds as payment for the Licensee's Obligations, together with any interest accrued thereon. If the Licensee has fulfilled all of the Licensee's Obligations and any other obligations under this Agreement, then the Licensor shall, at the end of the Term or any extension term, return the Funds to the Licensee, without interest.

7.0 "AS IS - WHERE IS" CONDITION

7.1 The Licensee acknowledges that it has inspected the Licensed Lands and agrees to accept same on an "as is-where is" basis, including but not limited to, title and its physical and environmental condition.

8.0 LICENSEE COVENANTS

8.1 The Licensee covenants and agrees as follows:

- a. to maintain the Licensed Lands in a good state repair and to the full satisfaction of the Licensor, acting reasonably;
- b. not to encumber title to the Licensed Lands in any manner whatsoever, nor permit the registration of any instrument against title, regardless of its nature and effect;
- c. to comply with all laws, by-laws, orders and regulations of all federal, provincial, regional or municipal departments, board, branches, agencies, commissions or other authorities (including, without limitation, suppliers of public utilities) having jurisdiction over the Licensed Lands or other performance of any work on the Licensed Lands;
- d. not to do or permit anything to be done in, at or on the Licensed Lands which may cause or contribute, in the Licensor's opinion, to the destabilization, contamination or erosion of the Licensed Lands, or any part thereof, or which is or may be a health hazard, nuisance or which causes disturbance, damage or interference with the users or occupants of any lands or premises adjoining or in the vicinity of the Licensed Lands;
- e. to arrange and pay for all installations required to provide any service to the New Signage and shall be solely responsible for any future installation, maintenance or repair costs specifically associated with such connections, including monthly hydro charges for the electrical current required to operate the New Signage. The Licensee shall further ensure that all connections for utilities are sufficiently and safely installed overhead or underground in such a manner that they pose no danger nor hinder in any way the Licensor's staff or members of the public from accessing the site or carrying out maintenance to the Licensor Lands.
- f. shall not enlarge, alter or change the Licensed Lands in any manner without the prior written consent of the Licensor, which consent may be arbitrarily withheld or delayed.

9.0 ENVIRONMENTAL

9.1 The Licensee covenants and agrees that it shall not bring or allow to be brought upon the Licensed Lands any substances deemed hazardous under the *Environmental Protection Act of Ontario* (the "Act"), as amended, (the "Hazardous Substances") and that it shall comply with all federal, provincial or municipal laws and regulations from time to time in force relating to Hazardous Substances and the protection of the environment. In the event the Licensee brings or allows to be brought Hazardous Substances onto the Licensed Lands after it has commenced its use and occupation of the Licensed Lands, the Licensee shall, once it becomes aware of any Hazardous Substances, take immediate steps to remove and dispose of all such Hazardous Substances from the Licensed Lands to the satisfaction of the Licensor and all government bodies having jurisdiction, acting reasonably, and in accordance with the Act, and shall indemnify and save the Licensor harmless from any and all liabilities, fines, suits, demands, claims, actions, fees, penalties and charges of any nature and kind brought against or imposed upon the Licensor (including the Licensor's legal costs and disbursements on a substantial indemnity basis) as a result of the presence of any such Hazardous Substances knowingly brought by the Licensee on the Licensed Lands. The parties agree that this clause shall survive the termination of this Agreement and continue to bind the Licensee for a period of **two (2) years**.

10.0 CONSTRUCTION, MAINTENANCE AND REPAIR

- 10.1 Prior to the installation or relocation of the New Signage, including any alterations and/or improvements (save and except routine repairs only), the Licensee must receive the written consent of the Licensor, which consent may be arbitrarily and/or unreasonably withheld. The Licensee's request for such consent shall be in writing and accompanied by a proper description of the contemplated work and specifications, and where appropriate, design drawings. Prior to the commencement of any work, the Licensee shall:
- a. provide plans, specifications, list of materials, construction schedule and any related information requested by the Licensor;
 - b. appoint a specific individual to act as a contact person with the Licensor for all matters relating to the planned work;
 - c. meet with the Licensor to discuss and review the plans for the initial installation work, including but not limited to the final placement of the New Signage and methods of attaching same;
 - d. install the New Signage within the same footprint of the existing signage.
 - e. ensure that the work is carried out at such times as are approved by the Licensor and that the work does not interrupt or interfere with the use of the Licensed Premises by the Licensor or the public.
- 10.2 All work shall be conducted and completed in accordance with the approved Design Drawings to the satisfaction of the Licensor. The Licensee undertakes and agrees that it will construct, maintain repair, replace, adjust or remove any of the work that is deemed to be a hazard, deficient or otherwise inconsistent with the safe use of the road allowance and in accordance with sound engineering practice and all applicable laws, policies, guidelines, standards and municipal by-laws, policies, guidelines, standards and Road Occupancy Permits, as applicable;
- 10.3 The Licensee is working with Alectra for a suitable supply of electrical power to connect to the New Signage. The Licensee acknowledges that written approval of the Licensor is required for the electrical design prior to any work commencing for the New Signage. The cost of all services shall be borne entirely by the Licensee.
- 10.4 The Licensee shall maintain the Licensed Lands in a good state of repair and without limiting the generality of the foregoing, in accordance with all municipal and governmental laws, by-laws, rules, orders and regulations governing same.
- 10.5 The Licensee acknowledges that the Licensor shall not bear any responsibility for any damage occurring to the existing signage or New Signage on the Licensed Lands during any maintenance activity (including snow removal) undertaken by the Licensor on or in the vicinity of the Licensed Lands.
- 10.6 The Licensee acknowledges and agrees that any consent received from the Licensor shall in no way reduce or otherwise affect the requirement that the work be performed in accordance with all applicable federal, provincial and municipal laws and regulations.
- 10.7 Notwithstanding any rule of law or equity, the New Signage shall at all times remain the personal property of the Licensee notwithstanding that the same may be affixed or amerced to the freehold or any structure and shall at any time and from time to time be severable and removable in whole or in part by the Licensee.

11.0 RIGHT TO ENTER

- 11.1 For the purpose of carrying out its remedies under this Agreement or at law, the Licensee hereby grants the Licensor the right and easement to enter upon the

Licensed Lands, by its employees, agents and contractors and their vehicles, equipment, supplies and materials and the Licensee shall execute such further assurances as the Licensor may deem necessary to provide such right and easement across the Licensed Lands.

12.0 NO IMPROVEMENTS

12.1 The Licensee shall not erect or construct any structures, obstructions or any other improvements on the Licensed Lands with the exception of the New Signage. The parties hereto acknowledge and agree that the New Signage shall not become a fixture but shall be and remain the property of the Licensee.

13.0 TAXES & UTILITIES

13.1 The Licensee shall pay any taxes, rates, fees or assessments which may be charged or imposed during the Term or any extension term, by an authority upon or in respect of the privileges hereby granted. For greater clarity, the Licensee shall only pay those taxes, rates, fees or assessments, or portions thereof, only if such costs have been assessed as a direct result of the Licensee's use of the Licensed Lands.

13.2 The Licensee and Licensor acknowledge that the New Signage will be illuminated and requires an electrical power supply and that utilities are to be invoiced directly to the Licensee during the Term or any extension term.

13.3 The Licensee will be responsible for any stormwater charges associated with the signage, if any.

14.0 INSURANCE

14.1 The Licensee covenants that it shall take out and keep in full force and effect throughout the Term and any extensions thereof:

(a) Commercial General Liability insurance in respect of the Licensed Lands and the operations of the Licensee therein against claims for bodily injury including death and personal injury, death, property damage, contractual liability, non-owned automobile liability, and employer's liability, indemnifying and protecting the Licensor and the Licensee, including their respective elected officials, officers, employees, volunteers, agents, contractors or invitees to the inclusive limit of not less than **Two Million Dollars (\$2,000,000.00)** or such other amount as the Licensor may in its discretion determine from time to time. Such insurance shall specifically state by its wording or by endorsement that:

(i) The Licensor is included as an additional insured under the policy; and

(ii) The policy shall have provisions for cross liability and severability of interests as between the Licensor and the Licensee.

(b) All Risk Property insurance on a replacement cost basis covering the Licensee's property, equipment, and other such property in the care, custody and control of the Licensee.

14.2 Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the Licensor at least **thirty (30)** business days before the effective date thereof.

14.3 Upon execution of this Agreement and thereafter on each anniversary date of this Agreement during the Term or extension term, as the case may be, the Licensee shall deliver to the Licensor's Manager of Real Estate, a certificate of

insurance to evidence the insurance required under this Agreement. The certificate must be mailed to the following address:

The Regional Municipality of Peel
10 Peel Centre Drive, Suite B, 6th Floor
Brampton, ON L6T 4B9
Attention: Manager of Real Estate
Telephone: (905) 791-7800 Ext. 7636
Facsimile: (905) 791-3645

15.0 INDEMNITY

- 15.1 The Licensee shall indemnify, defend and save harmless the Licensor, including its elected council members, directors, officials, officers, servants, representatives, employees, volunteers, agents, contractors, or invitees from and against any loss, cost and expense incurred by the Licensor because of any demand, action or claim brought against the Licensor as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Licensor by the result of the Licensee's use of the Licensed Lands, or by anyone else permitted on the Licensed Lands by the Licensee or by anyone for whom in law the Licensee is responsible, including any losses or damages which have been caused or contributed to by any negligence, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the Licensor or on the part of anyone for whom the Licensor is in law responsible, by their presence upon the Licensed Lands, the condition or state of repair of the Licensed Lands and the breach of any of the provisions of this Agreement by the Licensor, including, but not limited to, any form of environmental damage caused by or attributable to the action or inaction of the Licensee, save and except for any environmental contamination which was caused prior to the execution of this Agreement, any negligent act or omission of the Licensor, its or their elected council members, officials, directors, officers, servants, representatives, employees, volunteers, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

16.0 RISK OF INJURY AND DAMAGE

- 16.1 The Licensee, including its officers, directors, members, guests, servants, employees, agents and contractors and all others having access to the Licensed Lands by reason of their use of the said Licensed Lands and the approaches thereto, shall do so at his, her and their own risk and under no circumstances shall the Licensor be liable for any bodily injury including death and personal injury or psychological trauma and for any property damage, loss or theft suffered by any person, firm or corporation while upon the Licensed Lands or the approaches or appurtenances thereto, it being understood and acknowledged that all such liability, if any, is assumed by the Licensee. The Licensee shall obtain a waiver of subrogation from their insurers, of all rights of recovery under subrogation or otherwise against the Licensor, its elected officials, officers, employees, volunteers, agents, contractors or invitees.

17.0 LIENS

- 17.1 The Licensee shall promptly pay for all materials and services supplied and work done in respect of the Licensed Lands and do all things necessary so as to ensure that no lien or other charge or claim therefore, or certificate of action in respect thereof (any of which is called a "Lien" in this section) is claimed or registered against any portion of the Licensed Lands or against the Licensor's or Licensee's interest therein. If any such Lien is claimed or registered, the Licensee shall cause it to be discharged or vacated at its sole expense within **thirty (30)** days thereafter, failing which the Licensor, in addition to any other right or remedy of the Licensor, may, but shall not be obligated to, cause the Lien

to be discharged or vacated by paying the amount claimed to be due together with any other amounts into court and the amounts so paid and all expenses of the Licensor including, without limitation, legal fees (on a substantial indemnity costs basis) shall be paid by the Licensee to the Licensor forthwith on demand.

18.0 RESTORATION

- 18.1 Upon the expiration of the Term, extension term or any early termination of this Agreement, the Licensee will make no further use of the Licensed Lands. If required by the Licensor, the Licensee shall immediately restore, at its sole cost and expense, the Licensed Lands to a condition as good as prior to the existing sign or New Signage being installed on the Licensor's Lands. No installation shall be abandoned in place including foundations. No temporary abandoning of any equipment, cable, or support mechanism in place will be permitted and will be removed by the Licensee at the Licensee's sole cost and expense.
- 18.2 In the case of the failure of the Licensee to remove its signage and restore the Lands, the Licensor may take such steps as it deems reasonable and necessary to remove the signage and restore the Lands and shall charge the cost of the removal and restoration to the Licensee, which amount shall be payable by the Licensee forthwith upon demand, plus an administration fee of **fifteen percent (15%)**.

19.0 NOTICES

- 19.1 Any demand, notice or communication to be provided hereunder shall be in writing and may be given by personal delivery, by prepaid regular mail or by email or facsimile transmission, addressed to the respective parties as follows:

To the Region: **The Regional Municipality of Peel**
10 Peel Centre Drive, Suite B, 6th Floor
Brampton, ON L6T 4B9
Attention: Manager, Real Estate
Email: lori-ann.thomsen@peelregion.ca
Telephone: (905) 791-7800 Ext. 7636
Facsimile: (905) 791-3645

Copy to its Solicitor: **The Regional Municipality of Peel**
10 Peel Centre Drive, Suite A, 5th Floor
Brampton, ON L6T 4B9
Attention: Senior Legal Counsel
Telephone: (905) 791-7800
Facsimile: (905) 791-6992

To the Licensee: **Malton BIA**
3091 Victory Crescent
Mississauga, ON L4T 1L5
Attention: General Manager
Email: info@maltonBIA.com
Telephone: 905-499-2969
Facsimile: n/a

or to such other address, email or facsimile number as any party may from time to time notify the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof. If given by facsimile or email transmission, on the same day as the date of faxing or emailing provided that a facsimile transmission report is generated and retained. In the case of a demand, notice or communication addressed to more than one party, on the day upon which actual delivery thereof has been completed to all such parties. Any notice sent by prepaid regular mail as aforesaid shall be

deemed to have been delivered on the **fifth (5th)** business day (excluding Saturdays, Sundays and statutory holidays) following the date of mailing thereof provided that postal services have not been interrupted, in which case notice shall only be given by personal delivery or facsimile transmission as aforesaid.

20.0 NO FETTERING OF DISCRETION

20.1 The Licensee acknowledge that this Agreement shall not in any manner fetter the discretion or authority of the Licensor, its elected municipal council or other official under any and all applicable laws, including but not limited to the *Municipal Act, 2001, Building Code Act* and the *Planning Act*.

21.0 LEGAL FEES AND EXPENSES

21.1 The Licensee shall be responsible for the full payment of the Licensor's costs and expenses, including legal fees on a substantial indemnity costs basis, in the event the Licensor is required to obtain legal advice or initiate legal proceedings to enforce any of its rights and remedies as herein described.

22.0 ASSIGNMENT AND/OR SUBLICENSING

22.1 This Agreement shall not be assigned by the Licensee without the express written consent of the Licensor, which consent may be unreasonably withheld or delayed.

22.2 The Licensee shall not sublicense the Licensed Lands without the prior written consent of the Licensor, which consent may be unreasonably withheld or delayed.

23.0 ENTIRE AGREEMENT

23.1 This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement. There is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied, which induced any party hereto to enter into this Agreement on which reliance is placed by any such party. This Agreement shall be read with all changes of gender or number required by the context.

24.0 TIME OF THE ESSENCE

24.1 Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement.

25.0 REGISTRATION OF NOTICE

25.1 The Licensee shall not register or attempt to register this Agreement, nor a document giving notice of this Agreement, against title to the Licensed Lands or the Licensor's Lands and that this Agreement does not create an interest in land and is personal to the parties hereto.

26.0 COMPLIANCE WITH LAWS

26.1 The Licensee shall promptly comply at its own cost and expense with all statutes, laws, by-laws, rules and regulations and other requirements of any federal, provincial, municipal or other governmental authority or other competent authority in respect of its use and occupation of the Licensed Lands or any improvement constructed thereon.

27.0 GOVERNING LAW

27.1 This Agreement shall be governed by and construed in accordance with the laws

of the Province of Ontario and the laws of Canada applicable therein.

28.0 SEVERABILITY

28.1 If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

29.0 SUCCESSORS AND ASSIGNS

29.1 This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors and assigns.

30.0 WAIVER AND FORBEARANCE

30.1 No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, and notwithstanding any statute to the contrary, any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of monies by the Licensor shall not be deemed a waiver of any preceding breach by the Licensee of any term, covenant or condition regardless of the Licensor's knowledge of such preceding breach at the time of the acceptance of such monies. All monies and other charges payable by the Licensee to the Licensor hereunder shall be paid without any deduction, set off or abatement whatsoever, and the Licensee hereby waives the benefit of any common law, statutory or other right in respect of abatement or set off in its favor at the time hereof or at any future time.

31.0 OVERHOLDING

31.1 The Licensee has no right to remain in possession of the Licensed Lands after the end of the Term or extension terms. If the Licensee remains in possession of the Licensed Lands after the end of the Term or extension terms with the consent of the Licensor but without entering into a new agreement then, notwithstanding any common law or statutory provisions to the contrary, there shall be no tacit renewal of this Agreement or the Term and the Licensee shall be deemed to be occupying the Licensed Lands as a Licensee from month-to-month (with either party having the right to terminate such month-to-month license at any time on **thirty (30) days'** notice, whether or not the date of termination is at the end of a license period) at a monthly license fee payable in advance on the first day of each month equal to **one hundred and twenty five (125%)** percent of the monthly amount of the License Fee payable during the last Term or extension term and otherwise upon the same terms, covenants and conditions as in this Agreement insofar as these are applicable to a monthly license and, for greater certainty, including liability for all other fees and charges payable under this Agreement.

32.0 HEADINGS

32.1 In this Agreement, words, terms and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, the masculine shall include feminine and the feminine shall include the masculine, as the case may be and the context require.

33.0 GENERAL

33.1 If this Agreement is signed in the name of a corporation, partnership, business, association, club or society, the person or persons signing, represents and

warrants that, in the case of a corporation, the corporation is a corporation in good standing and duly organized under the laws of Ontario, and in any case, that she/he has full authority to sign this Agreement and to bind such organization.

33.2 If applicable, the parties agree that the execution of this Agreement may be facilitated through facsimile or electronic means and/or this Agreement may be executed in several counterparts and any such facsimile or electronic copy and any such counterpart shall be deemed to be an original Agreement, and such facsimile or electronic copies or such counterparts together shall constitute one and the same Agreement and shall have the same force and effect as an executed original.

33.3 If applicable, the parties agree that the execution of this Agreement by either party may be facilitated through an electronic approvals process (the "Approval Process") whereby an e-mail confirmation is provided by the signing party to the other party to evidence the execution of the Agreement and binds the individual/corporation, which e-mail confirmation shall be attached to this Agreement and shall have the same force and effect as an executed original. Each of the parties shall maintain a record of such electronic documents pursuant to this Approval Process and shall provide an executed copy of the agreement to the other party with a wet signature, within a reasonable time following the termination of the Declaration of Emergency by the Province of Ontario in relation to the COVID-19 pandemic (the "Declaration"). This Approval Process shall apply only to the extent that this Agreement is executed during the period in which the Declaration is in effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized signing officers who have asserted their authority to execute this Agreement.

Dated at the City of Brampton, this ____ day of _____, 2020.

THE REGIONAL MUNICIPALITY OF PEEL

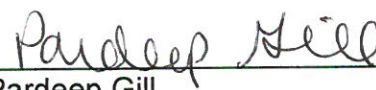
Per: _____
Name:
Title:

I have authority to bind the Regional Corporation

Dated at the City of MISSISSAUGA, this 17th day of JUNE, 2020.

MALTON BUSINESS IMPROVEMENT AREA

Per: 
Name: Sam Kohli
Title: Chair

Per: 
Name: Pardeep Gill
Title: Treasurer

We have authority to bind the Organization

SCHEDULE "A"

Legal Description of the Licensor's Lands

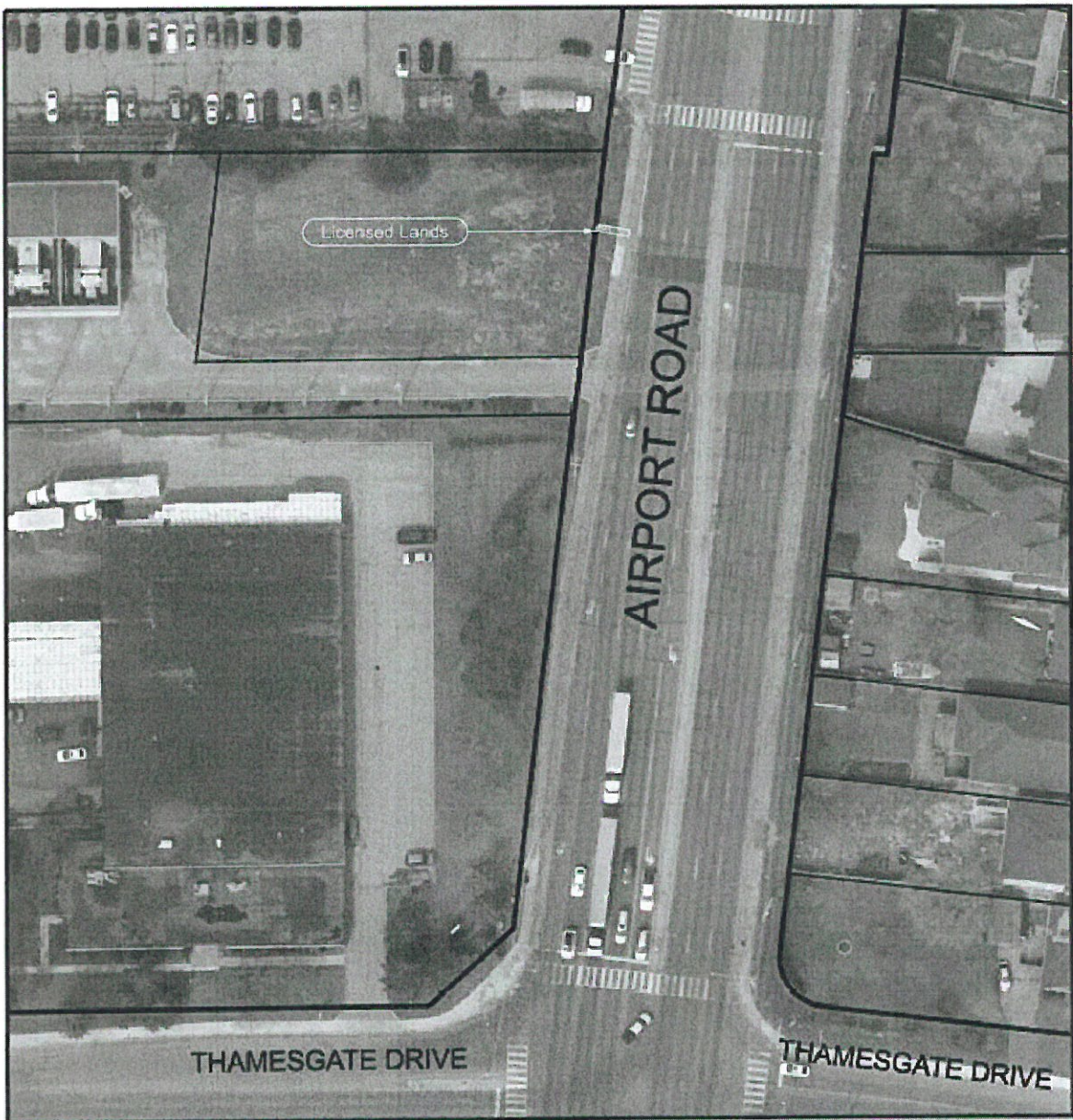
Municipal Address: n/a

PIN: 13269-0597 (LT)

Legal Description: Airport Road also known as Malport Road; Road Allowance between Concessions 6 and 7 lying between the Railway and the south limit of Possum Drive, Plan 578; Part Lots 13 and 14, Concession 7 East of Hurontario Street formerly the Township of Toronto Gore Southern Division as in VS29429 and TT65287; Part Lot 13, Concession 6 East of Hurontario Street formerly the Township of Toronto Gore Southern Division designated as Part 1, 43R-11312, in the City of Mississauga, Regional Municipality of Peel

SCHEDULE "B"

Sketch of the Licensed Lands



SCHEDULE "C"

Signage Sketch



2.1 - Gateway ID Large Reflectivity - Day time Render
View 010



2.1 - Gateway ID Large Reflectivity - Night time Render
View 010