

PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT made the 31st day of MARCH 2023.

BETWEEN:

1894277 ONT INC of 20620 Hwy 11, KING, ON
Telephone: 647 261 1314

AND:

2741136 Ontario Inc. o/a Eye Candy Ads of
78 Windermere Crescent, Richmond Hill, ON, L4C 6Y9, 647-896-4662
(Hereinafter called the "Lessee" or "Eye Candy Ads")

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the Rents to be paid herein by Eye Candy Ads to the Lessor and the covenants, terms and conditions hereinafter set forth (the "Agreement"), the parties hereto agree as follows:

1. **LOCATION:** The Lessor hereby grants to Eye Candy Ads the sole and exclusive rights to build, erect and rent the land suitable to Eye Candy Ads for the sole purpose of erecting **one (1) Double-Sided Static &/Or Digital Billboard, having an approximate size between 5'x10' - 10'x20' in size** (the "Billboard"), on the lands and premises owned by the Lessor (herein called "Premises")

(1) 20620 Hwy 11, King, ON, L3Z 2A9

further described as being located on the **South** side of **Hwy 11**, approximately **270 metres East of Canal Road** (the "Property") and visible, but not limited, to **East and West** vehicle traffic along Hwy 11. The Lessor acknowledges and shall prevent the Billboard(s) and visibility of the Billboard(s) from being obstructed at any time, within the Lessor's control, during the term of this Agreement or any renewals or extensions thereof. The Lessor hereby warrants that they are the legal owner of the above said property and shall provide upon request proof thereof satisfactory to Eye Candy Ads and not to limit the generality, the current registered deep of the property.

2. Eye Candy Ads shall pay to the Lessor a rent of (\$150) One-Hundred and fifty monthly excluding HST which rent shall be payable in **annual payments commencing the first day of the month following the installation of the billboard and the Billboard being deemed fully operational for use by Eye Candy Ads** (the "Commencement Date").

3. Immediately following the Commencement Date, and during the term of this Agreement, the operation of the Billboard shall become the sole responsibility of Eye Candy Ads. For greater certainty, Eye Candy Ads shall be responsible for the overall maintenance, trouble-shooting and replacement of parts that may arise from time-to-time as part of the standard operation of the Billboard.

4. **TERM:** The term of this Agreement shall be for a period of **5 (5) years** commencing on the Commencement Date (the "Initial Term") and expire at **11:59 p.m.** local time on the last day of the month in which the **Fifth (5)** anniversary of the Commencement Date occurs, unless terminated prior to that time pursuant to the provisions of this Agreement.

5. **RENEWAL:** Eye Candy Ads shall have the option to renew this Agreement for one (1) additional five (5) year period (the Renewal Term) should the Landlord get a renewal of their Lease Agreement. The Renewal Term shall be on the same terms and conditions of this Agreement. The Renewal Term, if any, shall commence at 12:01 a.m. on the next day of the expiration of the Initial Term.

6. **PROPERTY ACCESS:** Eye Candy Ads, its employees and agents, together with its machines and vehicles, shall have the right and authority to enter upon the Property at all reasonable times, including the case of emergency repairs, for the purpose of constructing, installing, inspecting, repairing and maintaining the Billboard on the Property. Upon any expiration of the lease periods and/or a termination by way of default of the lease, then Eye Candy Ads shall have the right to enter and remove Eye Candy Ads Billboard sign and all fixtures and ancillary equipment affixed to the Billboard. Eye Candy Ads clientele shall have the right to access the said property to view and inspect any advertisement and take relevant pictures if so required without consent from the Lessor

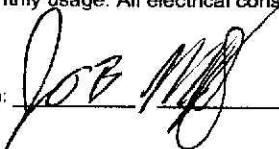
7. **BILLBOARD OWNERSHIP:** The Billboard structure and ancillary equipment shall at all times remain the property of Eye Candy Ads and may be removed at Eye Candy Ads sole discretion without interference on the termination of any lease period or upon any default of the lease and termination by the landlord.

8. **INSURANCE:** Eye Candy Ads shall, during the term of this Agreement, maintain a policy or policies of the insurance covering its legal liability that may arise as a result of the Billboard on the Property in the sum of ONE MILLION DOLLARS (\$1,000,000.00).

9. **SAVE HARMLESS:** Eye Candy Ads and Lessor agree to indemnify and hold the other harmless against any liability, damage or expense (including costs and reasonable legal fees and expense) by reason of, or arising out of or relating to, any breach by the other (or by any of their respective personnel employed or otherwise engaged by the other) of any obligation or duty under this Agreement. Each party, at the request of the other, shall assume the defence of any demand, claim, action, suit or proceeding brought against the other by reason thereof and pay any and all costs, damages and legal fees assessed against or payable by the other as the result of disposition of any such demand, claim, action, suit or proceeding by trial, out-of-court settlement or any other manner of disposition. Notwithstanding the foregoing, each of Lessor and Eye Candy Ads may be represented in any such action, suit or proceeding at its own expense and by its own counsel. The provisions of section 9 do not affect any right that Lessor or Eye Candy Ads may have to seek indemnification or contribution under any other contract or by law and such rights are hereby expressly preserved.

10. **UTILITIES:** Eye Candy Ads shall pay all hydro charges for electrical power consumed by the Billboard, including all hardwired DSL communication lines. If Eye Candy Ads is unable to secure a separate electrical service for the Billboard by way of direct municipal hydro connection, then Eye Candy Ads shall have the option to pay to the Lessor the actual amount of electricity consumed by the Billboard based on monthly usage. All electrical consumption charges, once determined, will be made payable to the Lessor on a monthly basis.

Initial(s):



11. **UTILITIES:** The Lessor and Eye Candy Ads acknowledge that the Billboard may require a constant electrical source to display advertising copy, and both the Lessor and Eye Candy Ads shall use commercially reasonable efforts to limit any service disruptions, within their control. In the event of a service disruption exceeding five (5) days, Eye Candy Ads shall be entitled to adjust its lease rent payment pursuant to Paragraph 2, until such time the hydro connection is restored, and the Billboard is returned to operation.

12. **OBSTRUCTIONS:** The Lessor shall not construct, build, erect or permit to be constructed on the Property any signs, buildings or appurtenances of any kind which obstruct or interfere with, or accessibility, or visibility to the Billboard from the exposure of, but not limited to Hwy 11. Upon written notice from Eye Candy Ads, the Lessor agrees to trim back or remove or have removed any tree, or other vegetation situated upon the Premises which, in the opinion of Eye Candy Ads, is in any way obstructing the line of sight of the Billboard. The Lessor further agrees to assist in obtaining approval from the owners of any abutting or adjacent properties whereupon there are located any tree or other vegetation which is obstructing the line of sight of the Billboard in order to allow Eye Candy Ads to trim back or remove such vegetation to the extent necessary. In the event the obstructions cannot be cleared, satisfactory to Eye Candy Ads, Eye Candy Ads may elect, at its sole discretion and cost, to terminate this Agreement or any part thereof, upon thirty (30) days' notice to the Lessor and reserves the right to have any legal remedy available to Eye Candy Ads in law.

13. **TERMINATION:** This Agreement may be terminated by the Eye Candy Ads without prejudice, providing 90 days' notice to the Lessor, if in the opinion of Eye Candy Ads, the advertising value of the location of the Property does not warrant continued use for advertising purposes or by reason of either; obstructed visibility to the Billboard by development of neighboring properties or; excessive foliage, beyond the reasonable control of the Lessor or municipal construction.

14. **TAXES AND FEES:** Eye Candy Ads shall pay any valid tax, fees or charges of any kind which are imposed by any municipal authority by reason of the erection of the Billboard on the Property.

15. **PERMIT:** 1894277 ONT INC agrees to give Eye Candy Ads any and all rights to apply for a Permit to erect all signs mentioned above and sign any and all necessary documentation in order that Eye Candy Ads may apply in its name for a permit or any variance or changes of the permit. The Lessor hereby irrevocably authorizes Eye Candy Ads to apply in its name for any permits or approvals which are required for the Digital Billboard on the Property, to commence and conduct such proceedings in the Lessor's name as Eye Candy Ads in its sole discretion considers necessary or advisable in order to obtain the required permits or approvals, and to provide all instructions to legal counsel in connection therewith, provided that the Lessor shall be responsible for and shall hold Eye Candy Ads harmless in respect of all costs and expenses in connection with any such applications or proceedings.

16. **ASSIGNMENT CLAUSE:** Eye Candy Ads shall have the right to assign all the rights and conditions found in this lease and reserves the right to transfer, sell, secure and deal with the said lease in all manners that would be advantageous to Eye Candy Ads.

17. **MAINTENANCE:** Eye Candy Ads shall maintain the Billboard in satisfactory condition during the Initial Term and any Renewal Term thereafter.

18. The terms, conditions and covenants herein shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. Eye Candy Ads shall be allowed to assign or transfer its respective rights hereunder without the prior written consent of the Lessor.

19. This lease agreement starts October 15, 2023. *MS JOB*

IN WITNESS WHEREOF the parties have executed this Agreement

PROPERTY OWNER(S) (LESSOR)

JUSTIN O'BRIEN
(I/We have authority to bind the corporation)

(I/We have authority to bind the corporation)

1894277 ONTARIO INC.

Job
Lessor Signature

JUSTIN O'BRIEN
Name

LESSEE: 2741136 Ontario Inc. o/a Eye Candy Ads
c/o Mark Shaper,
78 Windermere Crescent,
Richmond Hill, ON, L4C 6Y9

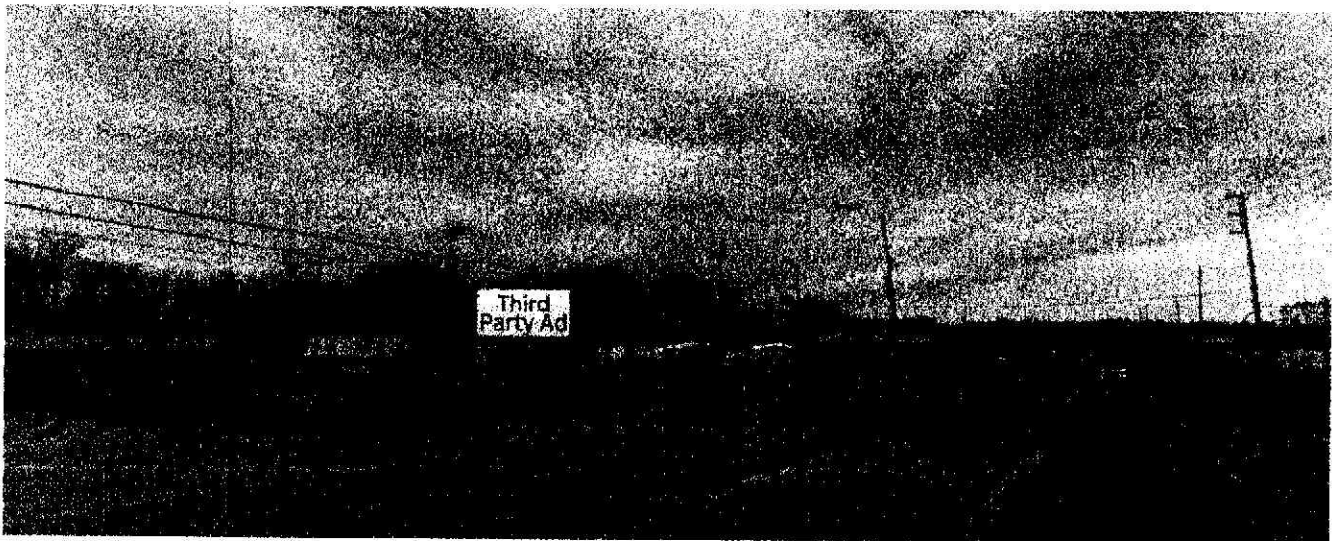
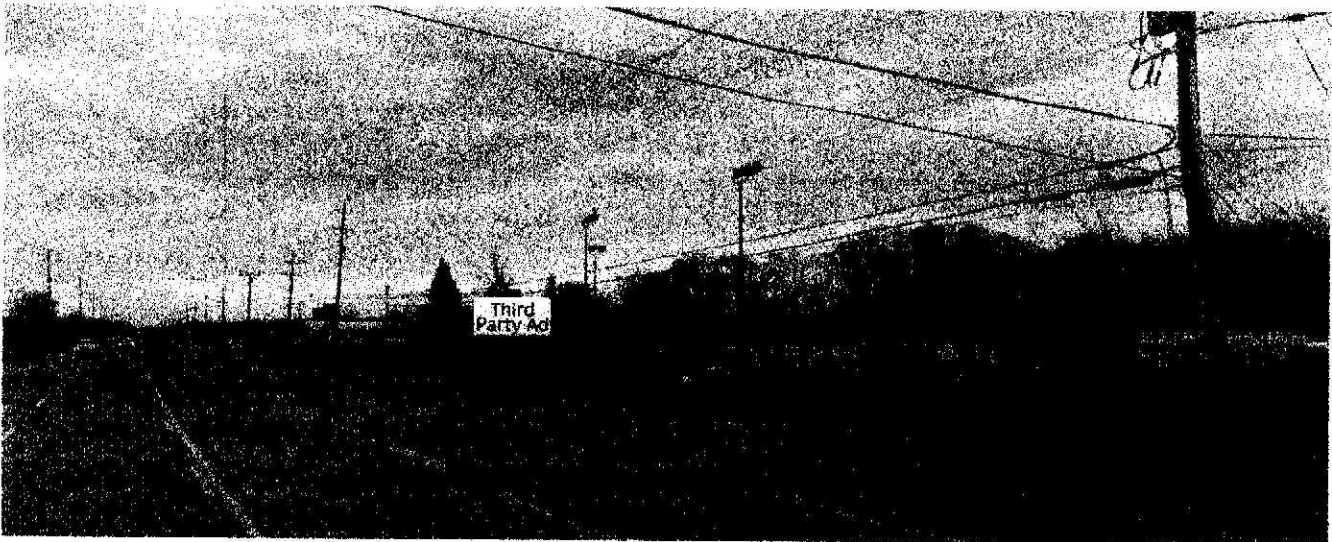
MS
2741136 Ontario Inc. o/a Eye Candy Ads Signature

MS
(I/We have authority to bind the corporation)

Schedule "A"

LOCATION of BILLBOARD:

- (i) The parties agree that the Lessee will erect a Billboard on an agreed upon location and a photo shall be used to indicate the general location with a Mock Billboard standing in the area and agreed upon in the photo.
- (ii) The location shall be verified for any right of ways that may require a change of the location by only a few meters. The parties to this lease agree to any such changes.
- (iii) Access to the location of the sign for any construction by any third-party shall not require any written consent from the Lessor and third-parties shall have the right to enter upon the location without being obstructed.



Initial(s):

JB MD