## **MASTER SIGN LICENSE AGREEMENT**

TNMK055020305

THIS AGREEMENT, dated the September 30, 2020

**BETWEEN**:

#### CANADIAN PACIFIC

(hereinafter called collectively "CP")

— and —

#### THE CORPORATION OF THE TOWN OF BLIND RIVER

(hereinafter called the "Licensee")

**WHEREAS** the Licensee has requested the right to construct, repair and maintain Advertising Displays on CP's property located in the Province of Ontario on condition that each location receive CP's approval and otherwise complies with the other conditions stipulated herein. For purposes of this agreement, "Advertising Displays" is defined as any structure with one or more faces, designed for advertising purposes.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### 1. Permission

CP hereby grants to the Licensee permission to maintain Advertising Displays on CP property within the Province of Ontario, at the locations and in the respective numbers of structures and advertising faces shown on Schedule "A" attached hereto, and which forms part of this Agreement, in accordance with the terms and conditions set out herein. Schedule "A" may be amended from time to time to reflect removals or additions of new Advertising Displays which have been approved according to the terms and conditions set out in Clauses 8 and 9 hereof.

# 2. Compliance with Laws

The Licensee shall comply with all applicable fire, safety, health, and environmental laws and regulations including all safety, health and environmental requirements pursuant to any government permit, license or authorization ("Laws By-Laws, Rules and Regulations") or any governing body respecting the installation and use of Advertising Displays erected and maintained on CP property under the terms of this Agreement, and will save harmless and fully indemnify CP, its affiliates, subsidiaries, officers, employees, servants, agents and representatives (collectively, the "Railway Parties") from and against all loss, costs, damage and expense, of every kind or nature the CP Parties may suffer, be at or be put to by reason or in consequence of the noncompliance by the Licensee with such Laws, By-Laws, Rules and Regulations.

## 3. Access to CP Property

a. In order to provide proper access to each Advertising Displays, CP hereby grants a non-exclusive right to the Licensee, at the Licensee's own risk and expense, to

enter upon CP's property and use any roads necessary to conduct their normal business as provided for herein; provided however that such right to access shall be effected at such time and in such manner as to not interfere with CP's operations in any respect. The railway reserves the right to change, modify or relocate any such access route at its discretion. It is agreed that CP is not obligated to maintain such routes.

- b. If, in CP's opinion, the presence of the Licensee's personnel on CP property poses a risk to CP's operations or operational efficiency, CP may ask the Licensee's personnel to leave the property and return at another time and Licensee shall comply with such direction immediately.
- c. All individuals entering upon each respective property or the adjacent lands must have received safety training as may be required by CP. The Licensee shall cause its personnel, such as employees, agents, contractors, subcontractors and suppliers, to comply with security polices and any similar policies which may be adopted from time to time by CP.
- d. Prior to entering CP property, the Licensee's personnel are required to inform CP that they are accessing CP's property by placing a call to the CP NOC at 1-800-678-7272 to inform the CPCC of the supervisor's name and contact phone number, number of personnel, eRailSafe badge numbers of said personnel, name of the Licensee, location being accessed, approximate amount of time they will be there and any equipment they are using.
- e. The Licensee shall be solely responsible for their personnel's safety during each access to CP's property pursuant to this Agreement. Without limiting the generality of the foregoing, the Licensee shall ensure that all of the Licensee's Personnel who may be working on CP's property are aware of and fully understand the CP Minimum Safety Requirements as attached in Schedule "B" (as amended or replaced from time to time).
- f. Any work performed by the Licensee that may require flagmen, inspectors or such other personnel as CP may deem appropriate, in its sole and absolute discretion, in accordance with the nature of the work to be performed. The cost of such flagmen or other personnel shall be at the Licensee's sole cost and expense.
  CP acknowledges that is the intent of the Licensee to install fencing around the advertising structure and, as such, flagging requirements and costs are anticipated to be minimal.
- g. Fenced Enclosures. The Licensee may perform maintenance work on certain Advertising Displays to be determined by CP without requiring the presence of a CP employee to provide flagging protection. The Licensee shall be entitled to erect fenced enclosures following CP's review and approval of to-scale site and construction plans for each fenced enclosure.

Specifications. As a condition precedent to granting the authorization referred to above, CP shall be entitled to specify the precise dimensions, location and minimum distance from the nearest railway track, for each fenced location.

Construction. Construction and installation of the fenced enclosures and all subsequent maintenance work shall be at the sole cost and expense of the Licensee, with all construction, installation and maintenance of the fenced enclosures to be conducted in a workmanlike manner, in accordance with the highest standards of quality and care and in conformity with all applicable laws and regulations.

Removal. In the event that CP is required, by any competent regulatory authority or level of government, to remove, modify or relocate all or any portion of the fenced enclosures, for any reason whatsoever within their jurisdiction, such request shall be satisfied by the Licensee, at its sole cost and expense, no later than within seventy-two (72) hours of receiving notice of same from CP or any such competent regulatory authority or level of government (the "Cure Period"). In such event, the Licensee shall have no recourse against CP, including, without limitation, no right to the abatement, reduction, compensation or set-off of any rent or other amount payable by the Licensee pursuant to this Agreement. Should the Licensee fail to satisfy such a request within the Cure Period, CP shall be immediately entitled to remedy same at the sole cost and expense of the Licensee. Any costs, expenses, losses or damages incurred by CP due to the failure of the Licensee to comply within the Cure Period, to any request regarding the fenced enclosures by any competent regulatory authority or level of government, shall be reimbursed to CP upon demand.

h. The Licensee may, upon the consent of CP, remove any vegetation on CP's property that may obstruct the view of the Advertising Displays, at the Licensee's expense. In this regard, the Licensee shall contact CP's representative in advance to arrange to enter onto CP's property. At CP's discretion, the presence of a CP employee to provide "flagging protection" may be required and all flagging costs are to be borne by the Licensee. The Licensee's employees, agents or subcontractors shall be required to sign a liability release form prior to commencing this work on CP's property. The Licensee shall be required to remove all vegetation cut from CP's property.

## 4. Assignment

The Licensee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of CP, which consent may be withheld in CP's sole discretion. Notwithstanding the foregoing, the Licensee shall have the right to assign this Agreement, provide such assignment is done in the ordinary course of business, to any of its affiliates which are at least as solvent as the Licensee, without the written consent of CP, but subject to the prior notification of such assignment, transfer or disposition, to CP at least fifteen (15) days preceding its effective date.

#### 5. Railway Removal of Advertising Displays

Should CP desire the Licensee to remove any of the Advertising Displays during the term hereof, CP shall give the Licensee ninety (90) days' notice, in writing, to that effect and upon receipt of such notice, the Licensee agrees to remove the said Advertising Displays from the property of CP and leave the property in a condition satisfactory to CP. If the Licensee defaults on this condition, CP may, at its election have the Advertising Display removed at the risk and expense of the Licensee.

## 6. Licensee Removal of Advertising Displays

Should the Licensee desire to remove any of the said Advertising Displays during the term hereof, the Licensee shall give CP ninety (90) days' notice, in writing, to that effect and remove said Advertising Display(s) within that period, leaving the property of CP in a condition satisfactory to CP. CP shall refund to licensee any rental paid in advance for the unearned portion.

- 7. If one or more Advertising Displays should be removed as per the conditions set out in Clause 5 and 6 above, the annual fee payable shall be reduced by the amount to be paid in respect of the Advertising Display(s) so removed in accordance with the rate schedule as set out in Clause 9 hereof.
- 8. The Licensee may, with consent of CP, erect and maintain Advertising Displays upon the following terms and conditions:
  - a. The Licensee shall submit to CP, the form of application and consent as established by CP from time to time, duly completed together with a "to scale" site plan showing the exact location of the Advertising Displays in reference to CP's tracks and property boundaries. Each site plan shall reference structural detail drawings, which the Licensee shall submit to CP upon execution of this Agreement and from time to time as they are amended.
  - b. If CP is prepared to consent to the application, in CP's sole discretion, the Licensee will receive written consent signed by an authorized officer of CP, as well as the site plan prepared by the Licensee showing the exact location of the Advertising Displays.
  - c. If written consent of CP is issued in response to the Licensee's proposed site plan, all terms and conditions of this Agreement shall apply to each authorized Advertising Display.
  - d. If CP is not prepared to grant its consent to an application, the Licensee will be informed in writing that the application has been refused.
  - e. The Licensee shall have six (6) months to erect the Advertising Display after receiving the necessary municipal permit. The Licensee will provide a copy of the municipal permit to CP. If an Advertising Display is not erected within this six (6) month period, CP will have the right to offer the location to another outdoor advertising firm. If one or more Advertising Displays are added to this Agreement, the annual fee shall be increased by an amount consistent with the rates as set

out in Schedule "A" hereof or as otherwise agreed to by the parties. Special displays and spectaculars will be rated on a site- specific basis.

f. Upon completion of the construction of each Advertising Display, the Licensee shall submit to CP written confirmation approved and signed by a qualified professional engineer verifying the suitability of the design and construction methodology and that the Advertising Display has been constructed in accordance with the site plan approved by CP, together with a copy of the "as built" plans for the Advertising Display.

## 9. **Fees**

In consideration of the rights and privileges hereby granted, the Licensee shall pay to CP, in advance, on the first (1st) day of January in each year, during the continuance of this Agreement, an annual fee, in the amount of or amounts specified in Schedule "A".

- a. The Licensee agrees that Schedule "A" shall include all Advertising Displays faces, for which final CP approval has been granted.
- b. For each subsequent year of this Agreement, the annual rental fee for each Advertising Display will be increased by three (3%) percent.
- c. The Licensee will pay to CP, interest on all overdue amounts at a per annum aggregate rate equal to the prime rate of interest from time to time charged by any bank determined by CP to its prime commercial borrowers, plus four percent (4%), such rate to be compounded monthly. Such interest will be calculated from the due date until payment is made, the whole without the necessity of any demand being made therefore
- d. Notwithstanding the foregoing, if the Licensee is required to remove one or more Advertising Displays by virtue of new legislation or regulations instituted by any public authority with jurisdiction (and upon confirmation of such new legislation or regulations to CP), the Licensee may exercise its termination rights as described in Clause 6 hereof and CP agrees to repay any unearned portion of the prepaid annual fee from the date of removal until the end of such license year for such Advertising Displays at a rate equal to the per diem rate based on the Advertising Displays annual fee.
- e. All rents and other payments provided for in this Agreement shall be payable to "Canadian Pacific".

## 10. **Term**

This Agreement shall remain in full force and effect for a period of three (3) years from the effective date hereof being January 1, 2020, and terminating on December 31, 2022 hereof as provided for in Clause 9 hereof provided, however, this Agreement may be terminated at any time by CP upon not less than one hundred and twenty (120) days' written notice to the Licensee. CP shall refund to Licensee any rental paid in advance for the unearned portion.

#### 11. Taxes

- a. CP agrees to pay, during the term hereof, all taxes and levies imposed by any competent authority relative to the land on which the Advertising Displays are located. Notwithstanding the foregoing, the Licensee agrees to pay all taxes and levies imposed by any competent authority relative to the existence of its Advertising Displays placed on CP's property, including, without limitation, the Goods and Services Tax applicable to the fees under this agreement. CP's HST/GST number is R100769694 and CP's QST number is 1000505257TQ0507.
- b. The Licensee agrees to pay all business taxes assessed against the Licensee or against CP by reason of the business of the Licensee carried on at the location or locations set out in Schedule "A" attached hereto.

#### 12. Indemnity and Waiver

Except to the extent of CP's own negligence, Licensee shall be liable to CP for and shall indemnify and save harmless CP from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by CP that arise out of or result or are attributable to any act or omission under this Agreement, or any breach of this Agreement, by the Licensee, or its subcontractors.

Except to the extent of CP's own negligence, Licensee shall make no claim or demand against CP for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Licensee or any other person which arises out of or is connected with this Agreement or anything done or not done as required hereunder, or any other errors or omission of Licensee, and hereby waives as against CP all such claims and demands.

This section shall survive the expiration or termination of this Agreement and shall in no manner limit or restrict the liabilities and obligations of Licensee under this Agreement.

- 13. **Insurance**: Licensee shall, at its own expense, obtain and maintain during the Term, in a form and with an insurance company satisfactory to CP, policies of:
  - (a) **Commercial General Liability** (C.G.L.) insurance with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
    - (i) CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
    - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

- (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
- (iv) personal and advertising injury;
- (v) broad form products and completed operations;
- (vi) sudden and accidental pollution liability, if applicable;
- (vii) contingent employers liability;
- (viii) non-owned auto liability;
- (ix) shall not exclude property damage due to explosion, collapse, and underground hazards; and
- (x) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) If the installation and/or maintenance of the signboards involves excavation, Contractor's Pollution Liability insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by Licensee. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(Collectively, the "Insurance Coverage").

If requested by Licensor, or by a third party acting on Licensor's behalf, the Licensee is to provide written advice from the Workers' Compensation Board of the Province for which the contract will be executed, evidencing that the Licensee has complied in all respects with the Workers' Compensation Act of that province.

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Clause.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage and CP may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Where Licensee maintains a registration with ISNetworld, or any similar organization(s) being utilized by CP for Contractor safety, security, and insurance compliance during the Term, Licensee shall send such certificate(s) of insurance or notice(s) to ISNetworld, or any similar organization(s) being utilized by CP for safety, security, and insurance compliance during the Term. For all other cases, such certificate(s) of insurance or notice(s) shall be sent via email to cprail@ebix.com or via fax to (770) 325-6378.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

14.

- a. The Licensee hereby accepts the land and premises pertaining to any advertising Displays on an "as is" basis and hereby waives against CP, all rights and recourses of any nature whatsoever in respect to any defects therein. CP makes no representation or warranty with respect to the condition, nature, composition, use (past, present or future) of such land and premises.
- b. The Licensee shall comply with the provisions of any federal, provincial or municipal environmental Laws, which during the continuance of this Agreement shall become applicable to the land and premises pertaining to any Advertising Displays. If any governmental authority exercising jurisdiction with respect to environmental protection requires, in respect to any Advertising Displays, certain measures to be taken; then the Licensee shall promptly take such measures as may be required by such governmental authority. The Licensee shall be solely responsible for the cost of all work carried out to comply therewith.
- c. Upon termination of this Agreement with respect to any Advertising Displays, the Licensee shall leave the land and premises pertaining thereto free of any environmental contamination resulting from the Licensee's occupation or use thereof. The Licensee shall have the burden of proving that any environmental contamination has not resulted from its occupation or use of such land premises.

in the event that the Licensee fails to comply with the above to the satisfaction of CP, CP may undertake any such work that it considers necessary to correct any environmental contamination which may have resulted from the Licensee's occupation or use of the land and premises pertaining hereto and all expenses incurred by CP, either directly or indirectly, shall be payable by the Licensee upon receipt of CP accounts therefor.

- d. The responsibility of the Licensee to CP with respect to these environmental obligations shall continue to be enforceable by CP notwithstanding the termination or expiry of this Agreement.
- 15. CP hereby reserves the right at all times and may, from time to time, upon written notice to the Licensee request the removal of any advertisement or poster which, in the reasonable opinion of CP, is of an offensive nature according to community standards, denigrates any persons or groups of persons, or is in any way detrimental to CP's interest. The Licensee hereby agrees to remove such advertisement within forty-eight (48) hours of receipt of such notice. Should the Licensee fail to do so, CP reserves the right to remove the advertisement at the risk and expense of the Licensee.
- 16. The Licensee agrees to remove, clean or repair any Advertising Displays damaged by vandalism, graffiti or mischief within ten (10) days of receiving notification of same.
- 17. With written consent from both parties, CP or the Licensee may enter into an agreement with a third party, for purposes of installing upon the Licensee's sign structure consumer Telecommunications equipment ("the equipment") provided that:
  - a. Such agreement is a license in nature and is secondary to and does not conflict with, the terms of this Agreement;
  - b. Such agreement provides the Licensee indemnification, to the Licensee's satisfaction, against liability for any of the third party's activity at the locations.
  - c. Such agreement neither conveys nor purports to convey any legal interest by the third party in the Licensee's sign structure except as strictly set out in the agreement, notwithstanding that the equipment may be attached to the sign structure and notwithstanding that the third party may use the sign structure to access the equipment.
  - d. Such agreement neither conveys nor purports to convey to the third party access to the Licensee's electrical equipment except as is strictly set out in the agreement.
  - e. The location of the equipment on the structure, whether such equipment is visible from the road or not be subject to the Licensee's approval;
  - f. In the event that such an agreement is entered, CP and the Licensee agree that each shall be entitled to an agreed upon percentage of the total compensation payable by the third party. For greater clarity, should the third party offer "other

consideration" in lieu of or in addition to monetary compensation, (e.g. assumption of utility expenses, taxes), such "other considerations" would be determined at market value and would be considered as part of the total compensation payable by the third party.

- 18. Notwithstanding any other provision of this Agreement, in the event that the Licensee fails to comply with any of the terms and conditions of this Agreement, CP shall have the right to terminate this Agreement in whole or in part on notification to the Licensee as follows: CP shall give to the Licensee written notice pursuant to Clause 20 setting out the details of such breach and CP's intent to cancel this Agreement in whole or in part. At the expiration of fifteen (15) days from the date of receipt of such notice, if the Licensee has failed to rectify the breach or to commence rectification of such breach in a reasonable and diligent manner that is acceptable to CP, CP may cancel this Agreement in whole or in part effective with further written notice to the Licensee. Upon such termination, the provisions of Clause 20 shall apply.
- 19. Any notice required to be given from one party to the other must be in writing and may be delivered either (i) in person, (ii) by overnight courier or (iii) registered mail to the following addresses:

If to CP: CANADIAN PACIFIC

Building 1, 7550 Ogden Dale Rd. S.E.

Calgary, AB T2C 4X9

Attention: Manager, Real Estate Email: James\_bildfell@cpr.ca

If to the Licensee:

THE CORPORATION OF THE TOWN OF BLIND RIVER

11 Hudson St., P.O. Box 640 Blind River, Ontario, P0R 1B0

Attention: Clerk Administrator Assistant Email: france.gagnon@blindriver.ca

Such notice shall be deemed to have been given or received by the other party: (i) on the date sent when sent by confirmed e-mail or, (ii) three (3) business days after being sent by registered mail to the address set forth in this Agreement. Notices may also be communicated by email, so long as such notice is also sent by one of the other means permitted above within one (1) day of such email transmission.

20. Upon the termination of this Agreement, the Licensee shall, within thirty (30) days of the effective termination date, remove all of the Advertising Displays, including any foundation thereof, covered by this Agreement from the property of CP leaving the said property in a condition satisfactory to CP, provided that if the Advertising Displays are not removed by the Licensee within the said thirty (30) days, then CP may either (i) remove them at the expense and risk of the Licensee or (ii) such Advertising Displays may be deemed abandoned and shall become the property of CP, and in either case the conditions embodies in Clause 13 hereof will remain applicable and effective until such time as all

work to be performed by or at the risk and expense of the Licensee, as provided in this Clause 20, has been carried out to the entire satisfaction of CP.

21. This Agreement cancels and supersedes all prior agreements pertaining to the Advertising Displays listed in Schedule "A".

## 22. Audit

Licensee shall keep and maintain true and correct books, records and accounts with respect to the performance of the Licensee's obligations pursuant to this Agreement, along with invoices and monthly summaries, for a period of seven (7) years after the Licensee ceases to operate under this Agreement. Licensee shall, upon the request of CP or its Consultants, make available and permit CP or its Consultants during such period to inspect, make copies of, and audit such records. If there is any revision to charges as a result of an audit, within thirty (30) days of audit, Licensee shall pay to CP the full amount of any credit or CP shall pay to Licensee the full amount of any shortfall as applicable. This section shall survive termination of this Agreement.

# 23. Confidentiality

- a. Licensee shall:
  - not make use of any CP Confidential Information for its own personal gain or for any purpose other than is required to perform its obligations pursuant to this Agreement;
  - ii. not disclose any CP Confidential information to any person except Licensee's employees, consultants, subcontractors and agents who have a need to know such information consistent with the performance of Licensee's obligations pursuant to this Agreement, but only after such person has properly assumed obligations identical in principle to those in this Section and Licensee ensures that such person at all times complies with those obligations;
  - iii. employ diligent efforts and exercise reasonable care to hold all CP Confidential information in the strictest confidence:
  - iv. not use CP's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Licensee's relationship with CP without first obtaining written consent from CP; and
  - v. be liable to CP and indemnify CP in accordance with Section 12 for any breach of this Section by Licensee or its employees, consultants, subcontractors or agents.

# b. Neither party shall:

- i. disclose the terms of this Agreement or amounts paid under it to any person without the other party's written consent, except to a party's employees, professional advisors and insurers who have a need to know such information, but only where the party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section; or
- ii. disclose the terms of this Agreement or amounts paid under it, except in accordance with this Agreement and except as required by law, provided

that the party from whom disclosure is demanded pursuant to law shall promptly notify the other party of such demand so that the other party has an opportunity to oppose the production.

For the purposes of this Agreement, "CP Confidential information" shall mean: any and all information, material, or data disclosed to Licensee by CP or its affiliates, or obtained by Licensee in connection with performing its obligations in this Agreement, whether orally, or in any written, magnetic, or electronically recorded form, or by drawings, or inspection of parts or equipment, and including without limitation:

- (a) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of CP;
- (b) any information supplied by CP that is clearly marked "Confidential";

but not including information in the public domain or information that at the time of disclosure was already known to Licensee on a non-confidential basis.

The parties agree that any violation of this Section is a material breach and that CP may avail itself of any legal or equitable remedies available in the event of such breach.

This Section shall not be replaced or modified by any terms contained elsewhere in this Agreement, including any schedules attached hereto or purchase orders issued in accordance with this Agreement.

This Section shall survive the expiration or termination of this Agreement.

- 24. **Binding Effect**: This Agreement shall be binding upon and enure to the benefit of each of CP and the Licensee and their respective successors and permitted assigns.
- 25. **Code of Business Ethics:** Licensee undertakes, as a condition of its engagement, to adhere to principles and standards of business conduct consistent with those set forth in CP's Code of Business Ethics, which is available for viewing at <a href="https://www.cpr.ca">www.cpr.ca</a>.
- 26. No Waiver: Neither party shall be deemed to have waived the exercise of any right that it holds pursuant to this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
- 27. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Province under which the Advertising Displays are located and the laws of the Canada applicable therein, excluding any conflict of laws rules that may apply therein. The parties hereby waive any right to a trial by jury.
- 28. **Time of the Essence:** Time shall be of the essence in this Agreement.

- 29. Entire Agreement; Invoice Terms of No Effect: This Agreement constitutes the entire agreement of the parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon the parties with respect to the subject matter. This Agreement supersedes and invalidates all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, with respect thereto.
- 30. **Amendment:** This Agreement may not be varied, modified, amended, supplemented, or replaced except by written agreement executed by all parties to this Agreement.
- 31. **Counterparts:** The parties may execute this Agreement in separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

(The next page signatory page)

	REOF, these presents have been duly executed on behalf of the parties heretday of, 2020.
WITNESS:	CANADIAN PACIFIC
	By:
	Name:
	Title:
	I have the authority to bind the corporation
WITNESS:	THE CORPORATION OF THE TOWN OF BLIND RIVER
	By:
	Name:
	Title:
	I have the authority to bind the corporation

# MASTER SIGN LICENSE AGREEMENT SCHEDULE "A" List of Advertising Displays

CANADIAN PACIFIC TNMK 055020305 The Corporation of the Town of Blind River SCHEDULE 'A'												
CP License #	Location Description	Sign Type	Municipality	Province	Subdivision	Mile	Payment Frequency		January 2021	January 2022		
TNMK 0550203-05	Hwy 17. (Causley St.) s/s 170 ft. w/o Cobden Ave.	5' x 12' LED	Blind River	ON	Webbwood	101.93	Annual	\$900.00	\$927.00	\$954.81		
Total								\$900.00	\$927.00	\$954.81		