A G E N D A

THE FIRST MEETING OF THE COMMITTEE OF ADJUSTMENT OF THE CITY OF ST. THOMAS 2026

VIA ZOOM/ROOM # 304 **10:00 A.M.** **JANUARY 22nd, 2026**

DISCLOSURE OF INTEREST

MINUTES

Confirmation of the minutes of the meeting held on December 11, 2025.

HEARING OF APPLICATIONS

B05-25 – Canadian Tire – 1063 Talbot Street **Pages 2-120**

Planning Report – B05-25 **Pages 121-123**

A01-26 – 3 Regent Street **Pages 124-139**

Planning Report – A01-26 **Pages 140-144**

NEW BUSINESS

Next Meeting

February 12, 2026

ADJOURNMENT

PLANNING & BUILDING SERVICES DEPARTMENT
t. (519) 633.2560 f. (519) 633.6581
9 Mondamin Street
St. Thomas, Ontario, N5P 2T9

CONFIRMATION OF A COMPLETE APPLICATION
APPLICATION FOR CONSENT

November 25, 2025

Secretary-Treasurer, Committee of Adjustment
Attention: Sherry Steadman

Pursuant to By-Law 30-2015, a consultation meeting was held on September 10, 2025, with city staff and the applicant.

An application for Consent, regarding 1063 Talbot Street, was filed on November 25, 2025.

This letter is notice that the information and material required under Subsections 53(2) and 53(3) and the required fee under Section 69 of the Planning Act has been provided and the application for consent is thereby considered complete.

Please contact the Planning & Building Services Department if you have any questions.

Yours truly,

Michelle Knieriem, MCIP, RPP
Manager of Planning Services

Clear Form

THE CORPORATION OF THE CITY OF ST THOMAS

COMMITTEE OF ADJUSTMENT

APPLICATION FOR CONSENT

OFFICE USE: Date Application Received: November 25, 2025 Consultation Date: September 10, 2025
Date Application Deemed Complete: November 25, 2025

Application #: B05-25

APPLICATION IS HEREBY MADE TO:

City of St. Thomas
545 Talbot Street
St. Thomas ON N5P 3V7
Tel: (519) 631-1680 ext 4138 Fax: (519) 633-9019
Email: ssteadman@stthomas.ca

Committee of Adjustment Meeting January 22, 2026

Please note that in accordance with By-Law 30-2015, consultation with the Planning and Building Services Department must take place prior to the submission of an application. After consultation, the application will be filed with the Assistant Secretary-Treasurer, together with the sketch referred to in Note 1 and $2,000, plus $200 for any additional lots created made payable to the City of St. Thomas. All information and materials submitted for the application shall be made available to the public, as indicated by Section 1.0.1 of the Planning Act, R.S.O. 1990.

Personal information contained on this form is collected under the authority of the Planning Act, R.S.O. 1990, as amended, and Ontario Regulation 200/96 and will be used for the purpose of processing this application.

1. (a) Registered Owner(s): Canadian Tire Properties Inc

Mailing Address: 2180 Yonge St, 15th Floor

Postal Code: M4P 2V8 Telephone: 416-433-8679 Fax: n/a

email: james.cassidy@ctreit.com

(b) Owner's Solicitor or Authorized Agent (if any): _____

Mailing Address: _____

Postal Code: _____ Telephone: _____ Fax: _____

email: _____

(c) Please specify to whom all communications should be sent:

Owner ☑ Solicitor ☐ Agent ☐

2. (a) Type and purpose of proposed transaction: (Check appropriate space/s)

- ☐ Creation of New Lot
- ☐ Addition to Lot
- ☐ Mortgage or Charge
- ☑ Lease
- ☐ Disposal of Surplus Farm Dwelling
- ☐ Correction of Title
- ☐ Partial Discharge of Mortgage
- ☐ Right-of-way

Easement _____

(b) If a lot addition, identify the lands to which the parcel will be added:

n/a

Name of person(s), if known, to whom land or interest in land is intended to be transferred, charged or leased:

n/a

3. Are there any existing easements or restrictive covenants affecting the land?

Yes ☐ No ☑

If "Yes" describe the easement or covenant and its effect:

4. Location of land:

Municipality (City/Town/Township) St. Thomas

Concession No 9 Lot(s) 6 Registered Plan No 11R7558T/W & S/T E411826 Lot(s)

Reference Plan No Part(s) 5, 26

Name of Street Talbot St Street No 1063

5. Description of land to be severed: **(in metric units)** Part No. on sketch n/a

(a) Frontage n/a Depth n/a Area n/a

(b) Existing Use n/a Proposed Use n/a

(c) Existing and proposed buildings and structures on the subject land:

Existing: n/a

Proposed: n/a

6. Description of land to be retained: **(in metric units)** Part No. on sketch

(a) Frontage 175.15 Depth 158.91 Area 27,262

(b) Existing Use Commercial Proposed Use Commercial

(c) Existing and proposed buildings and structures on the land to be retained:

Existing: Canadian Tire Retail Store, Canadian Tire Gas Bar

Proposed: Canadian Tire Retail Store, Canadian Tire Gas Bar

7. (a) Type of access to severed land:

☐ Provincial Highway ☐ Regional Road

☐ Municipal Road maintained all year ☐ Other Public Road

☐ Municipal Road maintained seasonally ☐ Right-of-Way

☐ Water Access ☐ Private Road

(b) Type of access to retained land:

☐ Provincial Highway ☐ Regional Road

☑ Municipal Road maintained all year ☐ Other Public Road

☐ Municipal Road maintained seasonally ☐ Right-of-Way

☐ Water Access ☐ Private Road

8. What type of water supply is proposed? (Check appropriate space)

TYPE	PROPOSED LOT	RETAINED LOT
Publicly owned and operated piped water system	☐	☑
Other (specify)	_____	_____

9. What type of sewage disposal is proposed? (Check appropriate space)

TYPE	PROPOSED LOT	RETAINED LOT
Publicly owned and operated sanitary sewage system	☐	☑
Other (specify)	_____	_____

10. What is the current designation of the subject land in any applicable official plan?

(a) Local Municipal Official Plan Power Centre

(b) Regional Policy Plan_____

11. (a) Has the subject land ever been the subject of an application for approval of a plan of subdivision under Section 51 of The Planning Act or a consent under Section 53 of The Act?

Yes ☐ No ☑

(b) If the answer to (a) is "Yes", please provide the following information:

File Number: _____

Status: _____

12. (a) Has any land been severed from the parcel originally acquired by the owner of the subject land?

Yes ☐ No ☑

(b) If the answer to (a) is "Yes", please indicate previous severances on the required sketch and supply the following information for each lot severed:

Grantee's (Purchaser's) name_____

Land Use on severed parcel_____

Date parcel transferred_____

Consent file number (if known) B_____

13. (a) Is the subject land the subject of any other application under the Planning Act e.g. approval of a plan of subdivision; a consent application; an application for an amendment to an official plan amendment; a zoning by-law or a Minister's zoning order, or a minor variance?

Yes ☐ No ☑

(b) If the answer of (a) is "Yes", please provide the following information:

File Number: _____

Status: _____

14. (a) Is the proposed consent application consistent with the Policy Statements issued under subsection 3(1) of the Planning Act?

☑ Yes ☐ No

(b) Are the subject lands within an area of land designated under a Provincial Plan or Plans? Yes ☐ No ☑

(c) If the answer to (b) is "yes" does the proposed consent application conform to or does it not conflict with the Provincial Plan or Plans?

Yes ☐ No ☐

15. As provided for in Ontario Regulation 197/96, and as required by this Committee of Adjustment, an application must be accompanied by a preliminary drawing prepared, signed and dated by an Ontario Land Surveyor, showing the information set out below. In the case of multiple applications, one drawing plus one extra copy for each additional application will suffice.

(a) the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;

(b) the distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing;

(c) the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained;

(d) the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;

(e) the approximate location of all natural and artificial features on the subject land and on the land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;

(f) the existing uses on adjacent land, such as residential, agricultural and commercial uses;

(g) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right of way;

(h) if access to the subject land is by water only, the location of the parking and boat docking facilities to be used;

(i) the location and nature of any easement affecting the subject land.

16. One copy of this application form is to be filed for each subject parcel, together with the preliminary drawing and the applicable application fee in cash, money order or by cheque made payable to the City of St. Thomas.

APPLICANT DECLARATION

By making this application, permission is hereby granted to any Municipal staff members and Municipal Planning Consultant to enter upon the premises described in this application at a reasonable time for the purpose of inspecting the property in relation to the proposed application and for distributing information concerning the same. This information is being collected pursuant to the Planning Act, Municipal Act, and Freedom of Information Act. The information contained herein will be distributed to bodies and agencies prescribed by legislation and regulation and also to interested parties.

If this application is signed by an agent or solicitor on behalf of an applicant, the owner's written authorization must accompany the application **(Appendix A)**. If the applicant is a corporation acting without an agent or solicitor, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Application information is collected under the authority of the Planning Act, R.S.O. 1990, c.P.13. In accordance with that Act, it is the policy of the City of St. Thomas to provide public access to all Planning Act applications and supporting documentation submitted to the City.

I JODI SHPIGER officer of, the Owner or Authorized Agent, hereby agree
(Print name of Owner or Authorized Agent)
and acknowledge that the information contained in this application and any documentation, including reports, studies and drawings, provided in support of the application, by myself, my agents, consultants and solicitors, constitutes public information and will become part of the public record. As such, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy* Act, R.S.O. 1990, c.M. 56, I hereby consent to the City of St. Thomas making this application and its supporting documentation available to the general public, including copying and disclosing the application and its supporting documentation to any third party upon their request.

Collection of Personal Information:
Personal information on this form is collected under the authority of Section 41 of the *Planning Act,* R.S.O. 1990 and Sections 8 (1) and 10 of the *Municipal Act,* 2001, as amended, and will be used to contact the owner, applicant and/or agent regarding the Committee of Adjustment Application. Questions about this collection should be directed to the City Clerk, 545 Talbot Street, St. Thomas, Ontario, N5P 2T9, (519) 631-1680.

AFFIDAVIT OR SWORN DECLARATION

I, JODI SHPIGER (name of applicant) of TORONTO (City) in the province of ONTARIO,
make oath and say (or solemnly declare) that the information required under Schedule 1 of Ontario Regulation 545/06 and provided by the applicant in this application is accurate, and that the information contained in the documents that accompany this application is accurate.

Sworn (or declared) before me at the TORONTO (City) on this 18TH (Day) day of November (Month), 20 25 (Year).

Signature of Owner or Authorized Agent — November 18, 2025 (Date)

Signature of Commissioner of Oaths, etc. — November 18, 2025 (Date)

APPENDIX A – AUTHORIZATION OF OWNER

If the applicant is not the owner of the subject lands, please complete the owner authorization concerning personal information as set out below.

I, _____, am the owner of the subject lands, and I authorize _____, to act on our behalf as the agent for the submissions required for all matters relating to the subject lands, and to provide any of my personal information that will be included in this application or collected during the planning process.

_____ Date

_____ Signature of Owner

APPENDIX B – ACKNOWLEDGEMENT OF LEGAL AND PLANNING FEES

In addition to the application fees listed in this application package, please note that where the City requires assistance from its solicitors or other technical or professional consultants in the processing of this application, the applicant shall be responsible for reimbursing all fees incurred by the City.

***Please note, Appendix B must be completed by the owner, not the authorized agent.**

I, JODI SHARPE an Officer of, am the **owner** of the subject lands, and I understand that further fees may be incurred by the City throughout the planning process and that I am responsible for reimbursing all fees.

November 18, 2025 Date

Signature of Owner

PROCEDURES FOR PROCESSING APPLICATIONS FOR CONSENT

Under the provisions of Sections 50 and 53 of The Planning Act, as amended, the approval of the Committee of Adjustment is required for land transactions covering the separation of a parcel of land from existing holdings. This approval is called a "consent". Consent is also required for leases, rights-of-way or easements if such extend beyond a period of 21 years and to mortgage or discharge a mortgage over part of a parcel of land.

As provided for by The Planning Act and Regulation 197/96 under The Act, every application for consent must be brought to the attention of certain authorities and to property owners within 60 metres of the subject land, either by personal service or by advertising in a newspaper which has general circulation in the area. In addition, other agencies will be consulted if the location of the subject lands falls within their respective field of responsibility.

It is this Committee's policy to conduct a public hearing on each application for consent. Notice of this hearing is circulated to the applicant/agent/solicitor and all other persons or agencies as required at least 14 days prior to the date of hearing.

Prior to the hearing, members of the Committee may examine the lands which are the subject of the application.

Following the hearing, the applicant/agent/solicitor is notified in writing of the decision of the Committee. In addition, any other person or agency who files a written request for the decision of the Committee or attends the hearing will be sent a copy of the decision.

Specified persons identified in the Planning Act objecting to the decision of the Committee or the condition(s) imposed by the Committee may appeal either the decision and/or the conditions of consent to the Ontario Land Tribunal within 20 days after the giving of the notice of decision.The notice of appeal, together with written reasons supporting the appeal and the fee by cheque or money order payable to the Minister of Finance must be filed with the Secretary-Treasurer, who in turn, will forward the appeal to the Ontario Land Tribunal. The Fees and Charges, found on the Ontario Land Tribunal's website, outlines the costs associated with filing an appeal. All parties to the appeal will receive any further notice concerning the appeal directly from the Ontario land Tribunal.

Prior to final consent being issued, written proof must be submitted to the Secretary-Treasurer to the effect that any conditions imposed by the Committee in granting consent have been fulfilled. According to the Act, if the consent granted by the Committee is conditional, the conditions must be fulfilled within two years of the giving of the notice of decision. Failure to do so will cause the consent to lapse.

Preliminary Discussion and Pre-consultation

In accordance with By-Law 30-2015, consultation with the Planning and Building Services Department must take place prior to the submission of an application. The City and any affected agency may require additional background reports in support of the application in order for the application to be considered complete. The purpose of pre-consultation is to ensure that the applicant is aware of the required supporting information before an application is submitted in order to prevent delays in processing the application.

POLICIES

The requirements to complete one application are:

One fully completed application for consent form signed by the applicant(s) or authorized agent and properly witnessed by a Commissioner for the taking of affidavits.

A letter of authorization from the applicant(s) for applications which are signed by someone other than the owner(s).

A preliminary drawing which has been prepared, dated and signed by an Ontario Land Surveyor, showing all information referred to in item 14 of the application form.

Payment of $2000. Cheques are to be made payable to the "City of St. Thomas"

Someone must be present at the hearing to represent the application.

Decisions of the Committee are made in public.

In granting consent to an application, the Committee may impose conditions as requested by municipal or other authorities such as the following:

That payment of 5% of the value of the subject parcel be made to the local municipality for parks purposes or dedication of 5% of the subject land to the municipality for parks purposes.

That an agreement with the local municipality be entered into for installation of such municipal services as may be required, at the expense of the applicant and to standards acceptable to the municipality.

That land be deeded gratuitously to the local or Regional municipality for road widening purposes.

November 18th, 2025

DELIVERED VIA EMAIL

THE CITY OF ST. THOMAS
545 TALBOT ST, PO BOX 520
ST. THOMAS, ON
N5P 3V7

Attention: SHERRY STEADMAN

Re: 1063 Talbot St – Consent Application

Please find attached our consent application for the property located at 1063 Talbot St. We are requesting Planning Act Consent for the Gas Bar, as the lease term exceeds 21 years. Our application is solely for Planning Act Consent related to the Gas Bar.

Should you require anything further please do not hesitate to contact the undersigned at james.cassidy@ctreit.com or 416-433-8679.

Yours truly,

Canadian Tire Properties Inc.

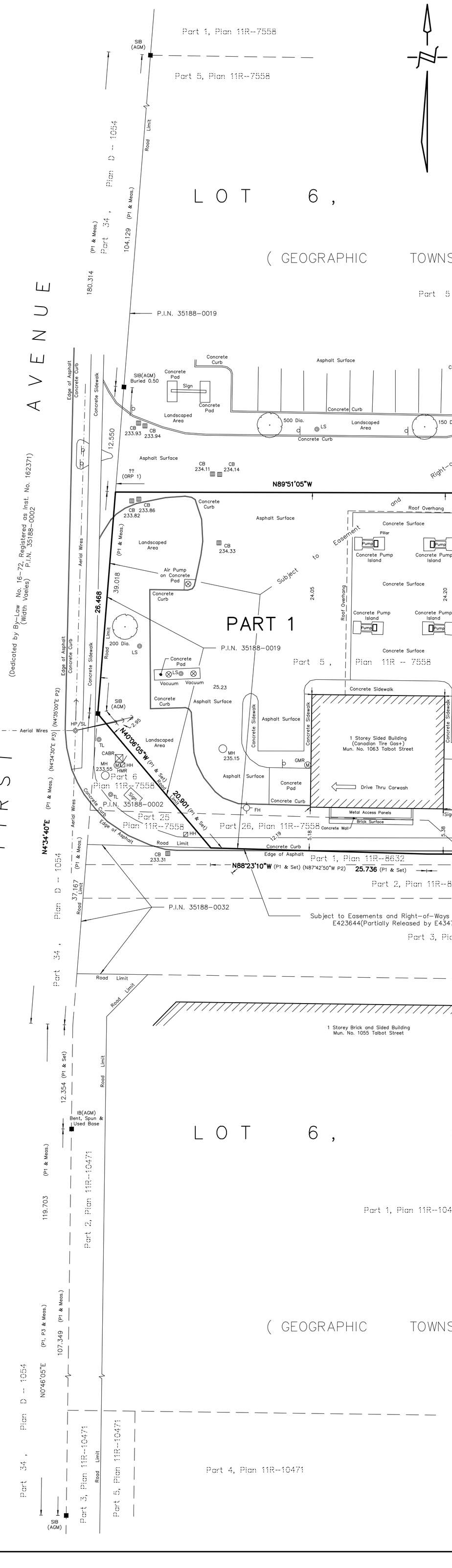
Signed by:
James Cassidy
051C2A890197473...

James Cassidy
Development Coordinator

SCHEDULE			
PART	LOT	CONCESSION	P.I.N.
1	Part of Lot 6	Concession 6	Part of P.I.N. 35188–0019

Part 1 – Comprises Part of P.I.N. 35188–0019.
Part 1 – Subject to Easement and Right–of–Way as in Inst. No. E411826.

AREA TABLE		
PART	HECTARES	ACRES
1	0.26663	0.6589



PLAN OF SURVEY

OF PART OF

LOT 6, CONCESSION 9

(GEOGRAPHIC TOWNSHIP OF YARMOUTH)

IN THE

CITY OF ST. THOMAS

COUNTY OF ELGIN

SCALE 1:250

5 4 3 2 1 0 5 10 15 20

SCALE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 600mm IN WIDTH BY 800mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250

2025

ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID IN NAD83 (C.S.R.S.) (2010.0) DERIVED FROM G.N.S.S. OBSERVATIONS AND THE LEICA SMART–NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

LINEAR VALUES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999571.

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM G.N.S.S. OBSERVATIONS USING REAL TIME NETWORK (RTN). U.T.M. ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 1	4736701.419	485684.004
ORP 2	4736701.254	485747.476
ORP 3	4736658.273	485747.365

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES ON THIS PLAN.

NOTES AND LEGEND

■	DENOTES SURVEY MONUMENT FOUND
⊡	DENOTES SURVEY MONUMENT SET
SIB	DENOTES STANDARD IRON BAR
IB	DENOTES IRON BAR
WIT	DENOTES WITNESS
MEAS	DENOTES MEASURE
AGM	DENOTES ARCHIBALD, GRAY & McKAY, O.L.S.'S
P1	DENOTES PLAN 11R–7558
P2	DENOTES PLAN 11R–8632
P3	DENOTES PLAN 11R–10471

TOPOGRAPHIC NOTES AND LEGEND

CABR	DENOTES CABINET (ROGERS)
CB	DENOTES CATCH BASIN
DIA	DENOTES DIAMETER IN mm
FC	DENOTES FILLER CAP
FH	DENOTES FIRE HYDRANT
GMR	DENOTES GAS METER
GP	DENOTES GUARD POST
HH	DENOTES HAND HOLE
HMR	DENOTES HYDRO METER
HP	DENOTES HYDRO POLE
LS	DENOTES LIGHT STANDARD
MH	DENOTES MAN HOLE
MW	DENOTES MONITORING WELL
P	DENOTES POST
PT	DENOTES PROPANE TANK
PTC	DENOTES PROPANE TANK CONTROLS
PCS	DENOTES PARKING CURB STONE
SL	DENOTES STREET LIGHT
SWC	DENOTES SIDEWALK (CONCRETE)
TL	DENOTES TRAFFIC LIGHT
⊙	DENOTES DECIDUOUS TREE (Diameter in mm)
Ⓜ	DENOTES METER
⊦	DENOTES SMALL SIGN
⟵	DENOTES UTILITY POLE ANCHOR

CAUTION:

SURFACE FEATURES WERE LOCATED BY VISUAL INSPECTION, FEATURES UNDER VEHICLES, CONSTRUCTION DEBRIS, DIRT ETC. MAY NOT BE SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE ? DAY OF ?, 2025.

DATE

THOMAS J. STIRLING
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V117037

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

AGM PLAN • SURVEY • ENGINEER
ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca

FIELDWORK: PB	DIGITAL FILE: ST2512 RP1 EC.dwg	PLAN No: 5-Z-8852
DRAWN BY: NORTON	PLOT DATE: OCT 17 2025	
CHECKED BY: RMM	FILE No: ST–09–06–1	

F:\Projects\S\stthomas\ST\ST–09\ST–09–06\ST–09–06–1\CAD\ST2512 RP1 EC.dwg

TORYS LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com

November 12, 2025

St. Thomas Planning and Building Services
545 Talbot Street
St. Thomas, ON N5P 2T9

Dear Sirs/Mesdames:

Re: *Planning Act* Consent Application

We are writing in our capacity as counsel to Canadian Tire Corporation, Limited ("**Canadian Tire**") in relation to certain lands described in Appendix "A" to this letter (the "**Lands**").

We have been asked, in connection with a consent application under the *Planning Act* R.S.O. 1990, c. P.13 relating to the portion of the Lands described as Part 1 of the unregistered plan attached as Appendix "B" to this letter (the "**Gas Bar Lands**"), to consider the rights held by the tenant of the Gas Bar Lands to access the Gas Bar Lands over and across the remaining portion of the Lands (such remaining portion of the Lands, the "**Store Lands**").

1. Documents Reviewed

In connection with the above-noted request, we reviewed the following documents:

a) the lease dated October 22, 2013, between CT REIT Limited Partnership (the "**Landlord**"), as landlord, and Canadian Tire Corporation, Limited, as tenant (the "**Gas Bar Lease**") (we are advised and have assumed the Gas Bar Lease remains in force and effect);

b) the reciprocal easement and operating agreement dated October 16, 2001, between Canadian Tire Real Estate Limited and First Railside Shopping Centres Limited, each as owner, (and collectively, the "**Owners**"), over the lands (the "**Reciprocal Use Lands**") described in registered Instrument No. 411826 (the "**Reciprocal Agreement**"); and

c) other documents registered on title to the Lands as of the date of this letter.

We have not conducted any other title or survey reviews, nor do we express any opinion on legal access to any lands from any public highway or any other lands.

2. Analysis

Section 2.1 of the of the Gas Bar Lease grants the tenant thereunder (the "**Gas Bar Tenant**") the non-exclusive right to use "all parking areas, roadways, means of ingress and egress and sidewalks

situate upon the Lands" and, where necessary for the tenant's use of the Gas Bar Premises, over adjacent lands owned by the Landlord or lands over which the Landlord holds rights of use, except for those areas subject to another tenant's exclusive use. (We note that the premises leased pursuant to the Gas Bar Lease (the "**Gas Bar Premises**") appear to be the same lands as the Gas Bar Lands, but any minor differences between them are not relevant to our analysis.)

The Reciprocal Use Lands, which include access routes serving the Gas Bar Premises over the Store Lands, fall within the scope of lands over which the Gas Bar Tenant is entitled to exercise its access rights. Under the Reciprocal Agreement, the Owners have granted one another and their respective tenants, mutual, non-exclusive easements and rights-of-way for vehicular and pedestrian access across all driveways, entrances, exits, and parking areas located on the Reciprocal Use Lands. Sections 27 and 28 of the Reciprocal Agreement further detail the continuing obligation of the Owners to ensure the Reciprocal Use Lands' driveways and parking fields remain unobstructed.

Taken together, the provisions of the Gas Bar Lease and the Reciprocal Agreement guarantee that the Gas Bar Tenant has free and uninterrupted use over the driveways and roadways on the Store Lands.

For context, and although it is not necessary for our analysis, we note that the current lease we have been provided with in respect of the Store Lands expressly contemplates shared access over common areas, including access routes, and is expressly subject to registered easements and rights-of-way, including, without limitation, the Reciprocal Agreement. This lease is therefore consistent with the non-exclusive rights of access granted in the Gas Bar Lease and Reciprocal Agreement.

3. Opinion

Based on the foregoing, and subject to the assumptions, qualifications and limitations contained in this letter, it is our opinion that as of the date of this letter the Gas Bar Tenant holds a contractual right of ingress and egress over common areas over the remaining portion of the Lands sufficient to provide access to the Gas Bar Premises via existing driveways and roadways.

4. Limitations

This opinion is provided solely for the benefit of the City of St. Thomas in connection with the above-noted consent application and may not be relied upon by any other party or for any other purpose without our prior written consent.

Yours very truly,

Torys LLP

HGR/KM

APPENDIX "A"

LANDS

PIN 35188-0019 (LT)

PART OF LOT 6 CON 9 YARMOUTH DESIGNATED AS PARTS 5 & 26, 11R7558; T/W & S/T E411826; ST. THOMAS

APPENDIX "B"

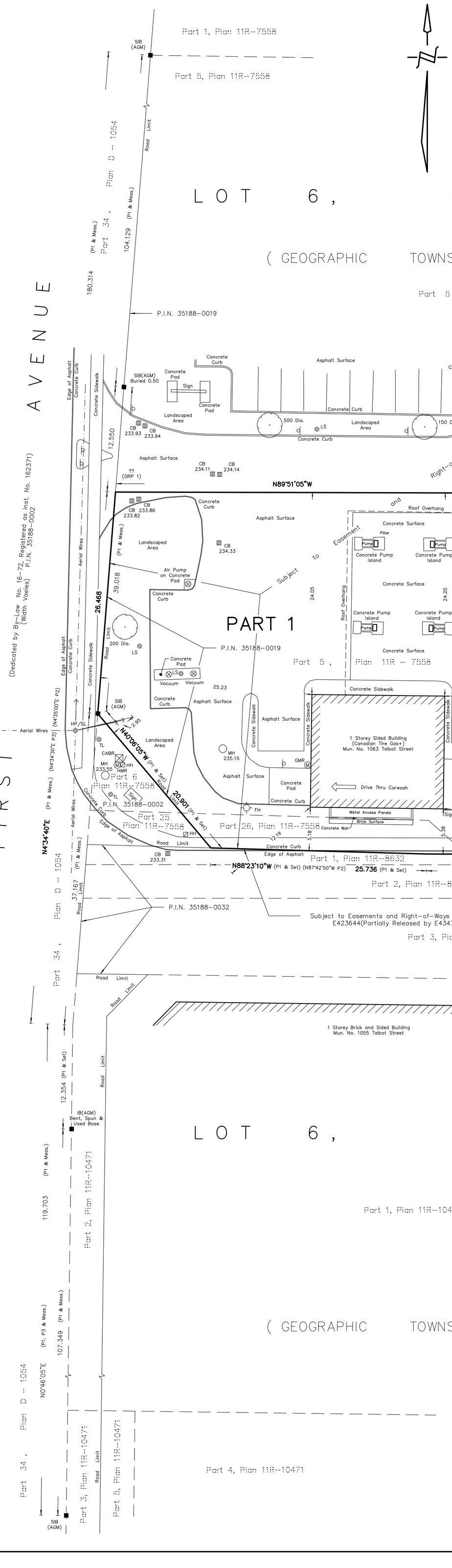
GAS BAR LANDS

See attached.

SCHEDULE			
PART	LOT	CONCESSION	P.I.N.
1	Part of Lot 6	Concession 6	Part of P.I.N. 35188–0019

Part 1 – Comprises Part of P.I.N. 35188–0019.
Part 1 – Subject to Easement and Right–of–Way as in Inst. No. E411826.

AREA TABLE		
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1	0.26663	0.6589



LOT 6, CONCESSION 9

(GEOGRAPHIC TOWNSHIP OF YARMOUTH)

LOT 6, CONCESSION 9

(GEOGRAPHIC TOWNSHIP OF YARMOUTH)

PLAN OF SURVEY

OF PART OF

LOT 6, CONCESSION 9

(GEOGRAPHIC TOWNSHIP OF YARMOUTH)

IN THE

CITY OF ST. THOMAS

COUNTY OF ELGIN

SCALE 1:250

5 4 3 2 1 0 5 10 15 20

SCALE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 600mm IN WIDTH BY 800mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250

2025

ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID IN NAD83 (C.S.R.S.) (2010.0) DERIVED FROM G.N.S.S. OBSERVATIONS AND THE LEICA SMART–NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

LINEAR VALUES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999571.

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM G.N.S.S. OBSERVATIONS USING REAL TIME NETWORK (RTN). U.T.M. ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 1	4736701.419	485684.004
ORP 2	4736701.254	485747.476
ORP 3	4736658.273	485747.365

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES ON THIS PLAN.

NOTES AND LEGEND

■	DENOTES SURVEY MONUMENT FOUND
⊡	DENOTES SURVEY MONUMENT SET
SIB	DENOTES STANDARD IRON BAR
IB	DENOTES IRON BAR
WIT	DENOTES WITNESS
MEAS	DENOTES MEASURE
AGM	DENOTES ARCHIBALD, GRAY & McKAY, O.L.S.'S
P1	DENOTES PLAN 11R–7558
P2	DENOTES PLAN 11R–8632
P3	DENOTES PLAN 11R–10471

TOPOGRAPHIC NOTES AND LEGEND

CABR	DENOTES CABINET (ROGERS)
CB	DENOTES CATCH BASIN
DIA	DENOTES DIAMETER IN mm
FC	DENOTES FILLER CAP
FH	DENOTES FIRE HYDRANT
GMR	DENOTES GAS METER
GP	DENOTES GUARD POST
HH	DENOTES HAND HOLE
HMR	DENOTES HYDRO METER
HP	DENOTES HYDRO POLE
LS	DENOTES LIGHT STANDARD
MH	DENOTES MAN HOLE
MW	DENOTES MONITORING WELL
P	DENOTES POST
PT	DENOTES PROPANE TANK
PTC	DENOTES PROPANE TANK CONTROLS
PCS	DENOTES PARKING CURB STONE
SL	DENOTES STREET LIGHT
SWC	DENOTES SIDEWALK (CONCRETE)
TL	DENOTES TRAFFIC LIGHT
⊙	DENOTES DECIDUOUS TREE (Diameter in mm)
Ⓜ	DENOTES METER
⊦	DENOTES SMALL SIGN
⟵	DENOTES UTILITY POLE ANCHOR

CAUTION:

SURFACE FEATURES WERE LOCATED BY VISUAL INSPECTION, FEATURES UNDER VEHICLES, CONSTRUCTION DEBRIS, DIRT ETC. MAY NOT BE SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE ? DAY OF ?, 2025.

DATE

THOMAS J. STIRLING
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V117037

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

AGM PLAN • SURVEY • ENGINEER
ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca

FIELDWORK: PB	DIGITAL FILE: ST2512 RP1 EC.dwg	PLAN No: 5-Z-8852
DRAWN BY: NORTON	PLOT DATE: OCT 17 2025	
CHECKED BY: RMM	FILE No: ST–09–06–1	

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Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-6111
File No. 16593-02.dag

D

FOR OFFICE USE ONLY

411841

CERTIFICATE OF REGISTRATION
ELGIN (11) ST. THOMAS
'01 OCT 22 PM 3 59

LAND REGISTRAR

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☒ Land Titles ☐ | (2) Page 1 of 28 pages

(3) Property Identifier(s) Block Property — Additional: See Schedule ☐

(4) Nature of Document

NOTICE OF AGREEMENT

(5) Consideration

Dollars $ **NIL**

(6) Description

Firstly:
Part of Lot 6, Concession 9, (Geographic Township of Yarmouth), being designated as ~~Parts 5 on Plan 11R-7558~~ Parts 5 and 26 on Plan 11R-7558

Secondly:
Part of Lot 6, Concession 9, (Geographic Township of Yarmouth), being designated as Parts 1 to 4, inclusive, 7 to 19, inclusive, ~~Part 20 on Plan 11R-7558~~ and Part 27 on Plan 11R-7558

both in the City of St. Thomas, County of Elgin

(7) This Document Contains: (a) Redescription ☐ New Easement ☐ Plan/Sketch ☒ | (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See attached Schedule.

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
FIRST RAILSIDE SHOPPING CENTRES LIMITED (Applicant) We have authority to bind the Corporation.	Per: Name: John Berrington Title: President	2001 07 13
	Per: Name: Mitchell Goldhar Title: Authorized Signing Officer	2001 07 13

(11) Address for Service: 259 Yorkland Road, Suite 300, Toronto, Ontario M2J 5B2

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
CANADIAN TIRE REAL ESTATE LIMITED (Owner as to "Firstly Described Lands")		

(13) Address for Service: 2180 Yonge Street, 15th Floor, Toronto, Ontario M4P 2V8

(14) Municipal Address of Property

Not Assigned

(15) Document Prepared by:

Leonard D. Rodness/CDF
Torkin Manes Cohen & Arbus
151 Yonge Street
Suite 1500
Toronto, Ontario
M5C 2W7

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	60
Total	

Document prepared using *The Conveyancer*

a

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS AGREEMENT made this 16th day of October, 2001.

A M O N G:

FIRST RAILSIDE SHOPPING CENTRES LIMITED,
an Ontario Corporation having an Office
at 259 Yorkland Road, Suite 300,
Toronto, Ontario, M2J 5B2

(hereinafter called "First Railside")

AND:

CANADIAN TIRE REAL ESTATE LIMITED,
an Ontario Corporation having an Office at
2180 Yonge Street, 15th Floor
Toronto, Ontario, M4P 2V8

(hereinafter called "Canadian Tire")

WHEREAS:

1. First Railside Shopping Centres Limited owns the lands and premises described in Schedule "A" (the "First Railside Lands");

2. Canadian Tire owns the lands and premises described in Schedule "B" (the "Canadian Tire Lands"),

3. First Railside and Canadian Tire intend that the First Railside Lands and the Canadian Tire Lands shall appear to be a single integrated shopping centre as shown on the site plan attached as Schedule "C" (the "Site Plan") and to this end, First Railside and Canadian Tire hereto have each agreed to grant to the other reciprocal and mutual rights of parking and access thereto over such portions of the land described in Schedules "A" and "B" designated by the parties hereto from time to time as driveways and points of ingress and egress and to enter into the mutual use and density restrictions herein contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS ($10.00) now paid by each of the parties hereto to the other (the receipt whereof is hereby acknowledged) the parties hereto mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

1. The terms defined herein shall have, for all purposes of this Agreement and all instruments supplemental hereto, the following meanings unless the context expressly or by necessary implication otherwise requires:

"Agreement" means this reciprocal easement and operating agreement, including any schedules, as it may be amended from time to time.

3

"Canadian Tire's Services" means the underground storm sewer lines, sanitary sewer pipes, septic systems, water and gas mains, electric power lines, telephone lines, television and other communications lines and other underground utility lines, pipes or conduits for the supply of utility services to the Canadian Tire Lands (and all lines, wires, cables, conduits, pipes, facilities, equipment, connections and apparatus relating thereto) servicing the Canadian Tire Lands or required to service the Canadian Tire Lands located on or running from or through the First Railside Lands.

"Lands" means, collectively, the First Railside Lands and the Canadian Tire Lands.

"Owner" means, unless otherwise expressly provided in this Agreement, either First Railside or Canadian Tire and each of their respective successors and assigns of an ownership interest in the First Railside Lands or the Canadian Tire Lands and, unless otherwise as aforesaid, **"Owners"** shall mean, collectively, First Railside and Canadian Tire and their respective successors and assigns as aforesaid.

"Person" means an individual, partnership, corporation, trust or unincorporated organization and includes a government or agency or political subdivision thereof.

"Project" means the commercial projects constructed or to be constructed on the First Railside Lands or the Canadian Tire Lands, as the case may be.

"First Railside Services" means the underground storm sewer lines, sanitary server pipes, septic systems, water and gas mains, electric power lines. telephone lines, television and other communications lines and other underground utility lines, pipes or conduits for the supply of utility services to the First Railside Lands (and all lines, wires, cables, conduits, pipes, facilities, equipment, connections and apparatus relating thereto) servicing the First Railside Lands or required to service the First Railside Lands located on or running from or through the Canadian Tire Lands.

ARTICLE II
GENERAL ACKNOWLEDGMENTS AND COVENANTS

2. Each of First Railside and Canadian Tire agrees to co-operate in the development of the commercial project on the Lands and acknowledge their mutual interest in the First Railside Lands and the Canadian Tire Lands being maintained and operated as a cohesive and integrated commercial project including, without limitation, direction of parking, striping, landscaping, directional signage and lighting standards. Notwithstanding the generality of the foregoing, and notwithstanding anything contained in the Transfer (as that term is hereinafter defined) either party may make alterations, additions, reductions, and changes to the buildings on the Site Plan provided they each maintain the accesses on the Site Plan, the parking ratios set forth in this Agreement and honour any no-build areas set forth in this Agreement.

3. First Railside and Canadian Tire each agree not to pass any rules and regulations or enter into any agreements relating to the First Railside Lands and the Canadian Lands, respectively, that would diminish or fetter unduly the rights of the other party under this Agreement.

4. Each of First Railside and Canadian Tire covenants and agrees to reasonably cooperate and enter into such agreements and documents and to grant such reciprocal easements and rights-of-way as are reasonably required to maintain the Lands as a cohesive and integrated commercial project in the event that First Railside sells any portions of the First Railside Lands, provided that such easements or rights-of-way shall not interfere with the Building Envelopes shown on the Site Plan including future contemplated expansions.

ARTICLE III
ACCESS, PARKING, ETC.

5. First Railside, subject to the provisions hereof, hereby acknowledges and agrees that Canadian Tire and its tenants, and their respective servants, agents, customers, invitees and licensees shall have a non-exclusive easement and right-of-

4.

way in common with all others entitled thereto to park automobiles on those portions of the First Railside Lands designated from time to time for customer parking together with the right of access by vehicles and pedestrians thereto over, along and upon all driveways and vehicular passageways and entrances and exits as they may exist from time to time upon its lands all as set out in the Transfer/Deed of Land registered as Instrument No. 41826 (the "Transfer"). First Railside covenants that it will not construct or permit to be constructed upon the First Railside Lands any commercial use which would reduce the number of parking spaces below the greater of the ratio required by the municipal zoning by-laws or five (5) spaces per 1,000 square feet of gross leaseable area on the First Railside Lands.

6. Canadian Tire, subject to the provisions hereof, hereby acknowledges and agrees that First Railside and its tenants, and their respective servants, agents, customers, invitees and licensees shall have a non-exclusive easement and right-of-way in common with all others entitled thereto to park automobiles on those portions of the Canadian Tire Lands designated from time to time for customer parking together with the right to access by vehicles and pedestrians thereto over, along and upon all driveways and vehicular passageways and entrances and exits as they may exist from time to time upon its lands, all as set out in the Transfer. Canadian Tire covenants that it will not construct or permit to be constructed upon the Canadian Tire Lands any commercial use which would reduce the number of parking spaces upon the Canadian Tire Lands below 364 parking stalls.

7. Except as shown on the Site Plan neither First Railside nor Canadian Tire shall erect or permit to be erected any fence or any other barrier to prevent the aforementioned reciprocal rights of access from being enjoyed by all parties hereto.

8. Notwithstanding anything else herein contained, neither First Railside nor Canadian Tire shall permit their respective employees or servants of it or its tenants or other occupants to park upon the lands of the other and each party shall use its reasonable efforts to cause such employees to park within portions of the parking areas designated for employees.

9. First Railside shall pay for the construction of all access points to and from the First Railside Lands and Canadian Tire shall pay for the construction of all access points to and from the Canadian Tire Lands that are within the boundaries of the Canadian Tire Lands. The construction of joint access points will be shared equally.

10. Each of First Railside and Canadian Tire acknowledge, confirm and agree for and on behalf of itself, its tenants and their respective successors and assigns and all subsequent registered owners of an interest in the First Railside Lands and the Canadian Tire Lands, as the case may be, that notwithstanding anything contained in the Transfer the aforesaid access easements and rights-of-way are and shall be only over such part of the First Railside Lands and the Canadian Tire Lands not encumbered by buildings or structures from time to time and the aforesaid parking easements are and shall be on and over those parts of the First Railside Lands or the Canadian Tire Lands, as the case may be, designated for parking from time to time by First Railside or Canadian Tire, as the case may be and the following service easements are and shall be only over such part of the First Railside Lands and the Canadian Tire Lands not encumbered by buildings or structures from time to time, subject to the restrictions hereinafter set out.

ARTICLE IV
EASEMENTS FOR SERVICES

11. Subject to the terms of this Agreement, First Railside, on behalf of itself and its successors and assigns, hereby acknowledges and agrees that Canadian Tire, for the benefit of the Canadian Tire Lands, shall have an easement and right in, on, over, along, under, and through the First Railside Lands, but only upon prior reasonable notice to First Railside and at Canadian Tire's sole cost, to enter upon the First Railside Lands for the purposes of installation, operation, maintenance, repair and replacement of Canadian Tire's Services all as set out in the Transfer. Before installing any of Canadian Tire's Services, Canadian Tire shall first provide to First Railside such plans

and specifications of the proposed location and type of services to be installed as may be reasonable in the circumstances and obtain the approval of First Railside to such installation, which approval shall not be unreasonably withheld or delayed. First Railside shall not, if within its reasonable control, suffer, permit or cause any interruption, blockage, obstruction, stoppage, delay or cessation of all or any of Canadian Tire's Services. Canadian Tire covenants that it shall promptly repair all damage that it may cause or be responsible for to the First Railside Lands as a result of its use of such easement and right and shall post with First Railside such reasonable security as First Railside may from time to time request to ensure the completion of and payment for the work to be undertaken by Canadian Tire together with reasonable evidence of customary builders' risk construction insurance and commercial general liability insurance for coverage for property damage and personal injury. All construction within such easement areas shall be undertaken expeditiously so as to cause a minimum of inconvenience and disruption and shall not interfere with the building envelopes shown on the Site Plan including future contemplated expansions. Notwithstanding the foregoing, Canadian Tire shall take all commercially reasonable steps to perform such work so that it will not cause any interruption, stoppage, delay or cessation of any services to the First Railside Lands which would result in First Railside or either of them being in default of any of their covenants or obligations contained in their leases with tenants on the First Railside Lands acting at arm's length with First Railside.

12 . In connection with any work to be performed by or for Canadian Tire on the First Railside Lands pursuant to Section 11, Canadian Tire shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the First Railside Lands including, without limitation, the *Construction Lien Act* (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any construction or other lien or encumbrance for (i) labour services or materials relating to work performed pursuant to Section 11 supplied to or for Canadian Tire or (ii) the cost of or for which Canadian Tire may be in any way liable or responsible (**"Liens"**) shall be filed against the First Railside Lands, Canadian Tire shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Lien, by payment or in such other manner as may be required or permitted by law. If Canadian Tire does not obtain and register a discharge of such Liens or any certificate of action in respect of any Lien, as herein provided, First Railside may make any payments into court as may be required to procure and register the discharge of any such Liens, including any certificate of action registered in respect of any Lien, and shall be entitled to be reimbursed by Canadian Tire either by direct payment or by resort to the security, if any, provided in accordance with Section 11 hereof forthwith and its right to reimbursement shall not be diminished, affected or impaired if Canadian Tire shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off or defence.

13. The rights of way and easements acknowledged by First Railside in this Agreement shall not prevent First Railside from granting other rights of way and easements over the First Railside Lands to other Persons for the benefit of other lands or from otherwise using or occupying the First Railside Lands in any way that is consistent with and does not derogate from the easements and rights of way hereby granted to Canadian Tire.

14. Subject to the terms of this Agreement, Canadian Tire, on behalf of itself and its successors and assigns, hereby acknowledges and agrees that First Railside, for the benefit of the First Railside Lands, shall have an easement and right in, on, over, along, under, and through the Canadian Tire Lands, but only upon prior reasonable notice to Canadian Tire and at First Railside's sole cost, to enter upon the Canadian Tire Lands for the purposes of installation, operation, maintenance, repair and replacement of First Railside's Services, all as set out in the Transfer. Before installing any of First Railside's Services, First Railside shall first provide to Canadian Tire such plans and specifications of the proposed location and type of services to be installed as may be reasonable in the circumstances and obtain the approval of Canadian Tire to

such installation, which approval shall not be unreasonably withheld or delayed. Canadian Tire shall not, if within its reasonable control, suffer, permit or cause any interruption, blockage, obstruction, stoppage, delay or cessation of all or any of First Railside's Services. First Railside covenants that it shall promptly repair all damage that it may cause or be responsible for to the Canadian Tire Lands as a result of its use of such easement and right and shall post with Canadian Tire such reasonable security as Canadian Tire may from time to time request to ensure the completion of and payment for the work to be undertaken by First Railside together with reasonable evidence of customary builders' risk construction insurance and commercial general liability insurance for coverage for property damage and personal injury. All construction within such easement areas shall be undertaken expeditiously so as to cause a minimum of inconvenience and disruption and shall not interfere with the building envelopes shown on the Site Plan including future contemplated expansions. Notwithstanding the foregoing, First Railside shall take all commercially reasonable steps to perform such work so that it will not cause any interruption, stoppage, delay or cessation of any services to the Canadian Tire Lands which would result in Canadian Tire being in default of any of its covenants or obligations contained in its leases with tenants on the Canadian Tire Lands acting at arm's length with Canadian Tire.

15. In connection with any work to be performed by or for First Railside on the Canadian Tire Lands pursuant to Section 14, First Railside shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the Canadian Tire Lands including, without limitation, the *Construction Lien Act* (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any construction or other lien or encumbrance for (i) labour, services or materials relating to work performed pursuant to Section 14 supplied to or for First Railside or (ii) the cost of or for which First Railside may be in any way liable or responsible (**"Liens"**) shall be filed against the Canadian Tire Lands, First Railside shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Lien, by payment or in such other manner as may be required or permitted by law. If First Railside does not obtain and register a discharge of such Liens or any certificate of action in respect of any Lien, as herein provided, Canadian Tire may make any payments into court as may be required to procure and register the discharge of any such Liens, including any certificate of action registered in respect of any Lien, and shall be entitled to be reimbursed by First Railside either by direct payment or by resort to the security, if any, provided in accordance with Section 14 hereof forthwith and its right to reimbursement shall not be diminished, affected or impaired if First Railside shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

16. The rights of way and easements hereby acknowledged by Canadian Tire shall not prevent Canadian Tire from granting other rights of way and easements over the Canadian Tire Lands to other Persons for the benefit of other lands or from otherwise using or occupying the Canadian Tire Lands in any way that is consistent with and does not derogate from the easements and rights of way hereby granted to First Railside.

17. Each of the Owners shall co-operate with the other in granting such reasonable further service easements as maybe required across the lands of the other provided that the use of the lands of the other as contemplated by the Site Plan is not reasonably adversely affected. Each of the Owners will use its best efforts to minimize the number of easements required.

18. The Owners each covenant and agree with the other to grant such further rights and easements as may hereafter be required in order to determine, with greater specificity, the rights and easements required for access to and from the Retained Lands and the Canadian Tire Lands and adjacent streets, for parking and for the installation and maintenance of public utilities and other services including, without limiting the generality of the foregoing, those required for drainage and those required by the corporation or commission supplying telephone service, electricity, or natural gas

to the Lands as long as the said rights and easements do no materially interfere with the other's enjoyment of its lands and as long as such rights and easements can be located in a way that does not interfere with the siting and construction of any buildings or above ground improvements, and the Owners further covenant and agree with the other to release such easements and rights-of-way as are replaced by the easements and rights-of-way contemplated in this Section 18.

19. The granting of easements pursuant to the provisions of this Article shall be subject to the following:

(a) A grant of an easement shall not be requested by an Owner where it is practical and feasible for such party to obtain the required service or access directly from utilities in public highways or streets adjacent to its lands.

(b) The location of easements shall be such as not to interfere with the presently erected or contemplated buildings as shown on the Site Plan and to the extent possible not to interfere with any future redevelopment that may occur.

(c) Every grant of easement shall require the transferee of the easement to construct the service or utility so as to permit the surface of the affected land to be used for parking, access roads or other reasonable uses without damage thereto.

ARTICLE V
CONSTRUCTION, REPAIR, MAINTENANCE AND AGREEMENTS

20. Each of First Railside and Canadian Tire shall co-operate each with the other to co-ordinate the construction of the facilities to be erected upon the lands of each and shall co-operate, each with the other as to the setting of the levels and final grades so as to ensure that there will not be an undue flow of surface water from one property to the other.

First Railside shall be responsible for the maintenance. repairs. resurfacing and restriping, as required, snow removal, cleaning, sweeping and lighting of the First Railside Lands and shall maintain its respective parking area, buildings and access roads in accordance with good shopping centre and commercial practice. Canadian Tire shall be responsible for the maintenance, repairs, resurfacing and restriping as required, snow removal, cleaning, sweeping and lighting of the Canadian Tire Lands and shall maintain the parking area and buildings on the Canadian Tire Lands and access roads in accordance with good shopping centre and commercial practice. Nothing herein shall preclude the parties from concluding informal joint arrangements for use of single independent contractors to perform the obligations of the parties. These obligations will not apply until such time that the parties have constructed buildings on their respective lands.

21. If either First Railside or Canadian Tire in their sole discretion acting reasonably decide that any particular item of maintenance to the common parking area and/or landscaped area of another party has not been properly maintained, such party shall have the right to give notice to the other party requiring the other party to carry out such item of maintenance within five (5) business days of the date of giving of such notice. If the party to whom the notice is so given has not carried out such item of maintenance within the said five (5) business day period, the party giving the said notice shall be entitled to enter forthwith upon the lands of the party to whom such notice was given and to carry out or cause to be carried out the necessary work in order to correct the said item of maintenance and the party on whose lands such maintenance was carried out shall forthwith pay to the party carrying out such maintenance, the cost of same on receipt of proper invoices substantiating such costs.

22. Notwithstanding anything provided herein the rights and easements acknowledged in the Transfer and in Sections 5, 6, 11 and 14 hereof shall be subject to the right of the Owner of the Lands burdened by such rights and easements and its successors and assigns (i) to construct buildings or other above-ground improvements on its respective lands without breaching the rights and easements as set out herein provided that the

easements and rights set out herein can continue to be used and enjoyed in accordance with their intended purpose without material impediment or interference and (ii) to construct, install, maintain, inspect, alter, reconstruct, enlarge and repair the roadways and other improvements on its lands, including, without limitation, buildings, landscaping, roadways, driveways, walkways, gutters, curbs, street lighting, boulevards, snow cleaning and storage areas and all appurtenances necessary or incidental thereto and to exclude such persons or vehicles as it may require from time to time, on a temporary basis, for purposes of such construction, installation, maintenance, inspection, alteration, removal, replacement, reconstruction, enlargement or repair, provided that such Owner takes such reasonable steps to minimize inconvenience and disturbance to the other Owner and its tenants and their respective customers, employees, servants, agents, invitees and licensees and provided there is always reasonable alternative access to and from the Canadian Tire Lands and the First Railside Lands from and to a public highway.

23. The Owners covenant and agree not to construct, install, erect, or affix or permit to be constructed, installed, erected or affixed any fence, wall, barrier, fixture, or other material obstruction whatsoever in, on, or between the parking areas on the First Railside Lands and parking areas on the Canadian Tire Lands, nor make any changes to the grade of the parking areas on the First Railside Lands or the parking of the Canadian Tire Lands, as the case may be, which would in either instance inhibit or prevent passage, ingress and egress for pedestrians or vehicles between the parking areas on the First Railside Lands and the parking areas on the Canadian Tire Lands or be inconsistent with the continued existence and use of the parking areas in accordance with the easements acknowledged in Sections 5 and 6. The foregoing covenant and agreement shall not apply to temporary interruption of use for the purpose of making repairs to, or the laying of, underground services or otherwise as specifically may be permitted by the other Owner. In making the aforesaid repairs, the Owners shall make reasonable efforts to minimize disruption for users of the parking areas. The Owners will not impose or permit the imposition of charges for parking in the parking areas on its Lands.

The Owners further covenant and agree not to relocate or make any variations or changes (without the prior written consent of the other Owner which consent shall not be unreasonably withheld or unduly delayed) to the access ways to and from adjacent public streets and highways as shown in hatch on the Site Plan, except to the extent any such relocation, variations, or changes are required by any governmental authorities.

24. Each Owner shall use its best efforts to prohibit its employees and, if applicable, its tenants' employees from parking in the parking areas on the Retained Lands and from parking on the Canadian Tire Lands in close proximity to the entrances to the Buildings on the First Railside Lands and the Canadian Tire Lands.

ARTICLE VI
INSURANCE

25. Each of First Railside and Canadian Tire shall maintain during the term hereof its own liability insurance in an amount of not less than FIVE MILLION DOLLARS ($5,000,000.00) with respect to any bodily injury, death, or third party property damage occurring upon its Lands and each party shall deliver a certificate of insurance to the other party at any time or times upon request therefor. Such certificates of insurance shall include both parties as named insured and shall contain a cross-liability and severability of interest clause as well as a waiver of subrogation in favour of the parties hereto and such tenants and mortgagees as are requested by notice in writing to be specifically named therein.

Either party hereto, acting reasonably, shall have the right for a period of sixty (60) days following the end of each five-year period during the term of this Agreement to give notice to the other parties requiring the amount of the coverage of the said liability insurance to be increased.

The amount of such increase shall be an amount commensurate with the then-current standards of liability insurance coverage with respect to the operation of the easements and rights of access for the purpose of pedestrian and motor vehicle ingress and egress and passage used in conjunction with commercial operations.

On the giving of such notice, both parties shall increase the coverage of their respective liability insurance policies accordingly and shall deliver each to the other a certificate giving evidence of such increase in the amount of the liability insurance, and such certificates shall be delivered to the other within twenty (20) days of the date of the giving of any such notice.

Canadian Tire and First Railside each shall indemnify and save the other party harmless from any claims for bodily injury, death and/or property damage occasioned by accident or other occurrence or because of any condition existing in or about their respective lands, unless caused by the act or omission of the other part, seeking indemnity.

ARTICLE VII
USE

26. So long as Canadian Tire, or any of its successors, assigns, concessionaires or other party operating with the permission of Canadian Tire, is in operation:

(a) First Railside covenants that it will not permit any portion of the First Railside Lands to be used for the purpose of:

(i) a store or stores selling automotive parts and supplies;

(ii) an automobile service station or gas bar;

(iii) a store or stores selling sporting goods from an area in excess of 7,000 square feet;

(iv) a store or stores selling hardware from an area in excess of 3,000 square feet;

(v) a store or stores selling plumbing supplies from an area in excess of 3,000 square feet;

(vi) a store or stores selling electrical supplies from an area in excess of 1,500 square feet;

(vii) a store or stores selling paint and wallpaper from an area in excess of 3,000 square feet;

(viii) a horticultural nursery or garden centre.

(b) In addition to the foregoing uses, First Railside will not use or permit to be used any part of the First Railside Lands for any of the following businesses or activities:

(i) a theatre or cinema within one hundred (100) metres of the Canadian Tire Lands;

(ii) a restaurant in excess of 5,000 square feet within twenty (20) metres of the Canadian Tire Lands;

(iii) a bingo hall or flea market;

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(iv) a store conducted principally or in part for the sale of second hand goods, insurance salvage stock, fire sale stock, or bankruptcy stock save for a "Cash Converters" or "Value Village" type store;

(v) an auction, bulk sale, liquidation sale, "going out of business" or bankruptcy sale;

(vi) an adult entertainment centre or adult book store.

Notwithstanding anything else herein contained to the contrary, it is understood and agreed that the foregoing restrictions in Subparagraphs (a) and (b) above shall not apply to Wal-Mart Canada Corp. ("Wal-Mart") and Loblaw Properties Limited ("Loblaw") or any of their successors, assigns, concessionaires, or any other party operating under the lease arrangements entered into with Wal-Mart or Loblaw.

(c) Canadian Tire covenants that it will not permit any portion of the Canadian Tire Lands to be used for the purposes of:

(i) it operating a drug store pharmacy requiring the supervision of a licensed pharmacist or food supermarket or business either directly or indirectly of grocer, dealer of meats, fish, poultry, produce, dairy products, bakery or delicatessen goods;

(ii) any use other than a retail use, including, but not limited to, manufacturing or warehousing (other than the incidental warehousing of goods for the operation of a retail store);

(iii) a junior department store so long as a Wal-Mart lease is in effect;

(iv) a cinema or theatre.

The restrictive covenant set out in 26(c)(i) hereof in its entirety shall terminate and be of no further force and effect and shall no longer be binding on the Canadian Tire Lands if Loblaw or its successors, assigns, lessees, franchisee or licensees fail to carry on the principal business of a grocery store or supermarket (as same may be operated by Loblaw in any of the formats used by it in any of its stores in Canada from time to time) for a continuous period of six (6) months unless the failure to carry on business is as a result of an expansion, renovation or reconstruction of Loblaw in which case the period shall be nine (9) months.

(d) So long as a lease in favour of Wal-Mart is in effect on the First Railside Lands and Wal-Mart or its successors and assigns operates a junior department store pursuant to such lease, Canadian Tire covenants and agrees that save for subparagraphs (i) and (vi) below which shall apply in all circumstances, that:

(i) no building shall be constructed on the Canadian Tire Lands unless such building shall be a single storey building and no such building shall have an exterior roof line height in excess of twenty-five (25') feet from established grade and no such building shall exceed in the aggregate the building size of 107,000 square feet, excluding open garden centre;

(ii) no roof top equipment shall be located on the top of any building unless it is screened in accordance with any municipal regulations, if required;

(iii) the Canadian Tire Lands shall be kept neat and orderly until its lands are improved and construction completed;

(iv) no cinema, theatre, bowling alley, billiard parlour, night club or other place of recreation or amusement or any business serving or selling alcoholic beverages shall occupy space within the Canadian Tire Lands. It is the intention of the parties that all restrictions relating to the business of serving or selling of alcoholic beverages is intended to apply to an establishment whose primary business is the selling of alcoholic beverages such as a tavern or bar, but does not apply to a restaurant or

an establishment whose primary business is not the sale of alcoholic beverages. This restriction is further not intended to apply to the sale of alcoholic beverages not to be consumed on the premises, such as by way of example only, the Liquor Control Board of Ontario;

(v) the Canadian Tire Lands will not be used for the purposes of operating a junior department store being similar or identical to the business normally carried on from time to time by Wal-Mart; provided however, that this restriction shall not prohibit the use of the Canadian Tire Lands from being used for the purposes of operating a typical "Canadian Tire Store", including an automotive service centre, a garden centre and outdoor seasonal selling area, a food kiosk, an automobile rental agency, a propane dispensing facility, an ATM machine, a gas bar, a car wash and a convenience store ancillary to the operation of a gas bar (provided that the convenience store component does not exceed 1,500 square feet) and a drive-through fast food restaurant;

(vi) in developing the Canadian Tire Lands, the design and construction of all improvements (including site layout, exterior appearance of the building and parking) shall not be below industry standards for a retail centre of this nature, it being acknowledged that a typical Canadian Tire Store is acceptable and is not below such industry standards;

(vii) no free-standing identification sign may be erected unless same complies with all relevant laws, by-laws and regulations and provided same does not materially block the visibility of the Wal-Mart Premises. The parties hereto acknowledge and agree that the sign shown on Schedule "C" has been approved by each of them;

(viii) in developing the Canadian Tire Lands, Canadian Tire shall maintain no less than 364 parking spaces on the Canadian Tire Lands, provided that if at any time the use of the Canadian Tire Lands as a typical "Canadian Tire Store" as such exists as at the date of this Agreement (the "CT Store") is changed such that it is the core business of the CT Store which is changed, the parking ratio shall not be less than the following: (i) 12 spaces for every 1,000 square feet of rentable area for any restaurant, cafeteria and/or entertainment use in excess of 5,000 square feet (the same ratio shall be provided for a McDonald's Restaurant notwithstanding a building footprint of less than 5,000 square feet); or (ii) 10 spaces for every 1,000 square feet of rentable area for any restaurant, cafeteria or entertainment use less than 5,000 square feet, or (iii) 5 spaces per 1,000 square feet of building space for any other use, provided that in calculating whether Canadian Tire complies with the parking ratio thirty three (33) additional notional parking spaces shall be added to the total number of parking spaces which Canadian Tire has in place on the Canadian Tire Lands;

(ix) if Canadian Tire constructs its store during or after Wal-Mart opens for business, then the following shall apply. Canadian Tire covenants and agrees that it will carry out, and will cause its employees, servants, agents, contractors and subcontractors to carry out, the construction activities on the Canadian Tire Lands utilizing the construction access route, the construction staging area and the construction employee parking area as set out in Schedule "C" hereto.

ARTICLE VIII
NO BUILD AREAS

27. First Railside shall not construct or permit to be constructed any building, structure or improvements within the hatched area on the Site Plan. First Railside shall maintain this area as a paved driveway.

28. Canadian Tire shall not construct or permit to be constructed any building within the hatched area on the Site Plan in its main parking field, notwithstanding that this covenant shall in no way restrict Canadian Tire's right to erect structures for the purpose of cart corrals, temporary outdoor seasonal compounds, a windshield repair kiosk and other minor structures which serve the primary business of Canadian Tire. Nor shall this "No Build Area" restrict Canadian Tire from undertaking modifications, alterations, structural changes or expansion to its building.

29. In the area cross-hatched on the Site Plan and designated as a gas bar/carwash ("the gas bar lands"), Canadian Tire shall be permitted at any time to construct a gas bar, a carwash, and a convenience store (including an ATM machine) ancillary to the operation of a gas bar provided that the convenience store area does not exceed 1,500 square feet. At any time following the expiration of five years from the closing date, Canadian Tire may utilize "the gas bar lands" for the purpose of a retail use permitted under this Agreement and under the zoning by-law for the First Railside and Canadian Tire Lands, provided that the maximum building area permitted shall not be greater than 3,500 square feet. First Railside shall not object to any proposed use of 3,500 square feet or less that is consistent with the zoned and permitted uses on the First Railside and Canadian Tire Lands.

ARTICLE IX
PYLON SIGNS

30. Canadian Tire, at its option, may maintain its signage on one multi-tenant pylon sign located on the Talbot Street frontage of the First Railside Lands, with the Canadian Tire sign panels to have dimensions of not less than the Wal-Mart signage and to be in third position from the top below only the Wal-Mart signage. Canadian Tire will pay its pro rata share (being a fraction having as its numerator the area of the Canadian Tire sign faces on all pylons upon which Canadian Tire appears and as its denominator the total area of all sign faces on pylon signs on which Canadian Tire appears) of the cost of initial construction, operating, maintaining and repairing said pylon signs.

First Railside acknowledges that Canadian Tire proposes to erect a free standing pylon sign on the Canadian Tire Lands in the approximate location marked on Schedule "C". First Railside agrees it will not erect, or permit the erection of, a free standing pylon sign which would materially interfere with the visibility of the Canadian Tire pylon sign. In the event that Canadian Tire is not permitted by the City of St. Thomas to erect a sign on the Canadian Tire Lands then Canadian Tire shall be entitled to erect a free standing pylon sign on the First Railside Lands in a location to be agreed upon with a sign face of a design and size acceptable to Canadian Tire in its sole discretion.

ARTICLE X
RIGHT OF FIRST REFUSAL

31. Canadian Tire agrees that if it receives a bona fide Offer to Purchase the Canadian Tire Lands which Canadian Tire is prepared to accept, Canadian Tire shall so advise First Railside by notice in writing with the Offer attached (the **"First Refusal Notice"**) and First Railside shall have the right exercisable by an Offer in writing to Canadian Tire given within ten (10) business days after the receipt by it of the First Refusal Notice to purchase the Canadian Tire Lands on the same terms and conditions as in the First Refusal Notice.

If First Railside fails to exercise its right under this paragraph, First Railside shall be deemed to have waived its right of first refusal with respect to the Offer attached to the First Refusal Notice and Canadian Tire shall be free to sell the Canadian Tire Lands on substantially the same terms as set out in the First Refusal Notice.

Notwithstanding the above, this right of first refusal shall not apply in respect of a sale of the Canadian Tire Lands to an affiliated or related company of Canadian Tire or in the event of a sale of the Canadian Tire Lands pursuant to a sale of

a number of Canadian Tire locations to a third party who proposes a similar retail use for the Canadian Tire Lands.

This right of first refusal may be exercised by First Railside, its successors and assigns, save and except that if First Railside sells, conveys or transfers a portion of the First Railside Lands to an arm's length third party (the "Purchaser"), the Purchaser shall not acquire any right to exercise this right of first refusal.

ARTICLE XI
DEFAULTS

32. If, at any time, any of the Owners (the **"Defaulting Party"**):

(a) shall fail to pay any amount payable by it pursuant to this Agreement to the other party or to a third party, as the case may be, and such default is not cured within ten (10) days following receipt of notice of such default from the other party; or

(b) shall default in any material respect in any of its obligations pursuant to this Agreement other than payment of money, and fails to correct such default within five (5) days following receipt of notice of such default from the other party or, if such default is incapable of being remedied within such period, the Defaulting Party fails to commence to remedy such default within such five (5) day period and to diligently proceed to remedy such default thereafter;

then the other party in addition to any right or remedy at law or in equity available to it or them, shall have the remedies set forth in this Article XI.

33. Any party having given a notice of default pursuant to Section 32 may, but shall not be obliged to, take all reasonable steps to cure the default, including without limitation, the payment on behalf of the Defaulting Party of any monies due and payable by the Defaulting Party, the purchase of insurance, the performance of maintenance, repair or replacement work, the hiring of contractors, the entering onto the Project of the Defaulting Party, the exercise of any right of entry of the Defaulting Party, payment of any sums secured by lien and/or the filing of a bond to discharge such lien (in accordance with Sections 12 and 15). The Defaulting Party shall, upon demand, reimburse the party making such payments or taking such steps for all monies, and costs and expenses incurred, including a reasonable administration fee in connection therewith, paid or incurred in the exercise of such rights, together with interest thereon as hereinafter provided.

34. All unpaid sums shall bear interest at the prime rate of interest of the Canadian Imperial Bank of Commerce plus five percent (5%) and shall accrue from the date the monies are due and payable.

ARTICLE XII
CONSTRUCTION LIENS

35. First Railside and Canadian Tire each covenant and agree to remove any claims for construction liens pursuant to the *Construction Lien Act*, and amendments thereto, registered against or arising out of work done or materials furnished to its Project, within ninety (90) days of written request by the party whose Project is so affected.

36. Notice is hereby given to all parties who may be affected that none of the parties to this Agreement assumes liability or responsibility for construction liens, trust fund claims or any other claims with respect to work, materials, equipment rental or other things provided for the development of any other party's lands.

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ARTICLE XIII
FORCE MAJEURE

37. If, because of a circumstance beyond the control of a party hereto, such party is delayed in performing or observing a covenant or in complying with a condition under the terms of this Agreement that it is required to do by a certain date or within a specified period of time or with all due diligence, and if the circumstance is neither caused by the default or act of commission or omission of such party nor avoidable by the exercise of reasonable effort or foresight by such party, the date or period of time by or within which it is to perform, observe or comply will be extended by a period of time equal to the duration of the delay; provided that nothing herein excuses a delay caused by lack of funds or other financial circumstances, or excuses a party from payment of any amount payable hereunder when clue.

38. The provisions of Section 37 shall not affect any of the obligations the parties may have to each other under any document other than this Agreement.

ARTICLE XIV
CERTIFICATE OF COMPLIANCE

39. Any person having an interest in, or about to acquire an interest in, the Lands may request a certificate pursuant to this Section 39 in connection with the sale, leasing or mortgaging of a Project, First Railside and Canadian Tire at any time and from time to time during the term of this agreement, within ten (10) days after receipt of a written request by such a person for such purpose, and the payment of a reasonable fee, shall execute, acknowledge and deliver to the requesting party a certificate, prepared by the requesting party, stating, where applicable, that to the best of such party's information and belief:

(a) that this Agreement is unmodified and in full force and effect, or if there has been any modification that this Agreement is in full force and effect, as modified, and describing the modification:

(b) whether or not it has any claim against another party arising out of any default under this agreement by any party and if there is any such claim, specifying, the nature and extent thereof;

(c) whether or not the party has performed or caused to be performed or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its Project, the cost of which the party is or will be entitled to charge in whole or in part to the other party but has not yet so charged and if there be any such maintenance or other work, specifying the nature and extent thereof: and

(d) the current addresses to which notices given to the party are required to be delivered under Section 46 of this Agreement.

ARTICLE XV
ASSIGNMENTS

40. All of the obligations of a party hereto shall be binding on and enure to the benefit of such party and the successors, successors in title and assigns of such party. Upon transfer or assignment of such party's interest the transferor shall only be released of the obligations arising, hereunder to the extent of and from the date that the assignee of such interests agrees to be bound in writing. First Railside and Canadian Tire, as the case may be, shall contemporaneously with such transfer or assignment of its respective interest in the Lands have executed by the assignee or transferee (collectively, the **"Assignee"**) and delivered to the other party an agreement (the form of which is set out in Schedule "D") in order that the Assignee shall be bound by and entitled to the benefits of the provisions of this Agreement.

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ARTICLE XVI
CHARGEES AND ENCUMBRANCERS

41. Each party hereto agrees to obtain from any existing chargee or chargees of their respective interest in the Lands an executed acknowledgement of and postponement to this Agreement to such charge or charges in favour of the other party and any existing chargee or chargees of such either party's lands (the form of which is set out in Schedule "E").

42. Each of First Railside and Canadian Tire covenants and agrees that it shall only mortgage, charge or encumber its respective interest in the Lands or any part thereof, upon the following terms and conditions:

(a) a charge or any other form of encumbrance to the nature of the granting of security of the chargor's interest in such lands is made contemporaneously and in conjunction with the charge of the chargor's rights under this Agreement and the party receiving the mortgage of rights under this Agreement is the same party receiving the charge; and

(b) the chargee or encumbrancer shall contemporaneously with the taking of such charge or encumbrance execute and deliver to the chargor and the other parties hereto an agreement substantially in the form annexed hereto as Schedule "F" in favour of the other party and any existing chargee or chargees of such other party's lands.

43. Each of First Railside and Canadian Tire acknowledge and agree that the Assignee and chargee, as the case may be, shall:

(a) upon delivery of the assignee acknowledgement (set out in Schedule "D" hereto) or the existing mortgagee acknowledgement (set out in Schedule "E" hereto) or the future mortgagee acknowledgement (set out in Schedule "F" hereto) (collectively, the **"Acknowledgement"**) automatically be entitled to the rights and benefits of Canadian Tire or First Railside, as the case may be, under this Agreement subject to the terms of the appropriate Acknowledgement; and

(b) upon request contemporaneously and in conjunction with acquiring their respective interest in the First Railside Lands or the Canadian Tire Lands and complying with this Article XVI, be entitled to an express acknowledgement from the owners of the Canadian Tire Lands or the First Railside Lands that the Assignee or chargee, as the case may be, shall be entitled to the rights and benefits of First Railside and Canadian Tire as the case may be, under this Agreement subject to the terms of the appropriate Acknowledgement.

ARTICLE XVII
INDEMNITIES

44. Each of First Railside and Canadian Tire covenants to indemnify and save the other harmless from any and all claims, liabilities, damages, costs, expenses, suits or actions resulting from:

(a) any breach, violation or non-performance of any covenant, obligation or agreement by it contained in this Agreement;

(b) subject to the provisions of Article XI, any contract, lien, privilege, mortgage, charge or encumbrance on the other party's Project arising from or occasioned by the act, default or negligence of it or those for whom it is in law responsible.

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ARTICLE XVIII
MISCELLANEOUS

45. The provisions of this Agreement are hereby constituted as mutual and reciprocal restrictive covenants benefitting and encumbering the First Railside Lands and the Canadian Tire Lands, and shall enure to the benefit of and be binding upon each owner from time to time of the respective lands and any mortgagee while in possession of any part or all of such lands. First Railside and Canadian Tire covenant and agree that nothing in this Agreement shall have the effect of creating a charge or lien on either the Canadian Tire Lands or the First Railside Lands.

46. Any notice, demand or request which any party shall give to any other party shall be sufficiently given if served personally or mailed by prepaid registered post (return receipt requested) or telefaxed, in the case of First Railside, at:

First Railside Developments Limited
259 Yorkland Road
Suite 300
Toronto ON M2J 5B2

Attention: The President

FAX: 1 (416) 493-1515

and in the case of Canadian Tire, at

Canadian Tire Real Estate Limited
P.O. Box 770, Station "K"
2180 Yonge Street, 15th Floor
Toronto, Ontario, M4P 2V8

Attention: The President

FAX: 1 (416) 480-3990

47. The date of the receipt of any such notice given by mailing aforesaid shall be deemed to be the date of delivery by postal authorities, and given by personal service on the date of delivery, and if telefaxed, on the first business day following the date of transmission. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the address herein specified shall be deemed to be the address of such party for the giving of such notices herein.

48. This Agreement is entered into subject to the express condition that the provisions herein, if any, which are subject to Section 50 of the *Planning Act* of Ontario are severable from the rest of this Agreement, and are to be effective only upon compliance with the provisions of said Section 50 and amendments thereto. Failing receipt of *Planning Act* consent, if required, the term of this agreement shall be for twenty-one (21) years less one day.

49. This Agreement shall be registered on closing against the title to the First Railside Lands and the Canadian Tire Lands in priority to any other interest in the First Railside Lands or the Canadian Tire Lands and each party covenants, within thirty (30) days of request of the other parties to deliver an acknowledgement of such priority from any mortgagee or similar party claiming a financial interest.

50. Nothing herein contained shall be deemed or construed by the parties hereto or by any other party as creating the relationship of partnership or joint venture between the parties hereto.

51. Disputes as to the implementation hereof or as to the reasonableness of any disapproval or refusal to give consent, shall be resolved by a single arbitrator appointed and proceeding under the *Arbitrations Act* of Ontario whose decision shall be final and binding upon the parties.

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52. This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

53. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused their respective Corporate Seals to be affixed hereto duly attested to by the signatures of their respective proper signing officers in that behalf.

FIRST RAILSIDE SHOPPING CENTRES LIMITED

Per: _____
Name: John Berrington
Title: President

Per: _____
Name: Mitchell Goldhar
Title: Vice-President

I/We have the authority to bind the corporation.

CANADIAN TIRE REAL ESTATE LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

52. This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

53. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused their respective Corporate Seals to be affixed hereto duly attested to by the signatures of their respective proper signing officers in that behalf.

FIRST RAILSIDE SHOPPING CENTRES LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

CANADIAN TIRE REAL ESTATE LIMITED

Per: _____
Name: Gordon A. Driedger
Title: Vice-President, Real Estate

Per: _____
Name: HUW THOMAS
Title: EXEC. V.P. & CHIEF FINANCIAL OFFICER

I/We have the authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF FIRST RAILSIDE LANDS

Part of Lot 6, Concession 9, being designated as Parts 1 to 4, inclusive and Parts 7 to 19, and Part 27, inclusive, on Plan 11R-7558, City of St. Thomas (formerly Geographic Township of Yarmouth), County of Elgin.

20.

SCHEDULE "B"

LEGAL DESCRIPTION OF CANADIAN TIRE LANDS

Part of Lot 6, Concession 9, designated as Part 5 and Part 26, Plan 11R-7558
City of St. Thomas (formerly Geographic Township of Yarmouth), County of Elgin

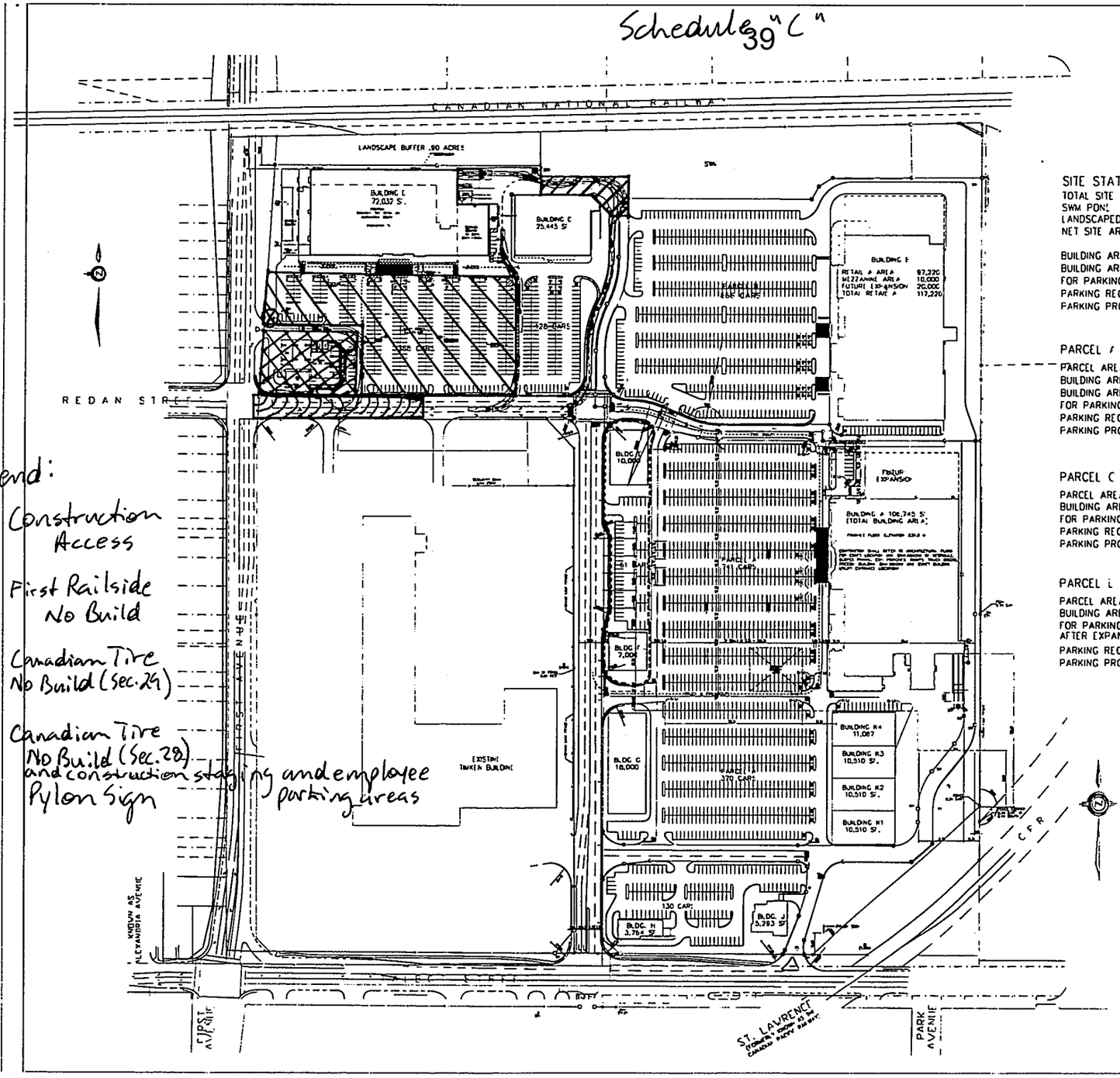
SCHEDULE "C"

Site Plan

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E411841

Schedule "C"



Legend:

- Construction Access
- First Railside No Build
- Canadian Tire No Build (Sec. 29)
- Canadian Tire No Build (Sec. 28) and construction staging and employee parking areas
- Pylon Sign

SITE STATISTICS

TOTAL SITE AREA	2,111,079 SF = 48.4604 ACRES
SWM POND	112,175 SF = 2.575 ACRES
LANDSCAPED BUFFER	41,428 SF = 0.951 ACRES
NET SITE AREA	1,957,476 SF = 44.9344 ACRES
BUILDING AREA	388,116 SF
BUILDING AREA FOR PARKING CALCULATION	388,116 SF
PARKING REQUIRED	2,135 CARS (5.50/1000 SF)
PARKING PROVIDED	2,464 CARS (6.35/1000 SF)

PARCEL A

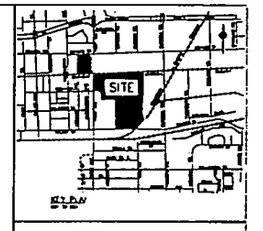
PARCEL AREA	470,203 SF (10.79 ACRES)
BUILDING AREA	106,745 SF
BUILDING AREA FOR PARKING CALCULATION	106,745 SF
PARKING REQUIRED	641 CARS (6.00/1000 SF)
PARKING PROVIDED	741 CARS (6.94/1000 SF)

PARCEL C

PARCEL AREA	455,575 SF (10.458 ACRES)
BUILDING AREA FOR PARKING CALCULATION	97,220 SF
PARKING REQUIRED	535 CARS (5.50/1000 SF)
PARKING PROVIDED	666 CARS (6.85/1000 SF)

PARCEL E

PARCEL AREA	292,133 SF (6.706 ACRES)
BUILDING AREA FOR PARKING CALCULATION AFTER EXPANSION	72,032 SF
PARKING REQUIRED	397 CARS (5.50/1000 SF)
PARKING PROVIDED	368 CARS (5.11/1000 SF)



Reciprocal Easement and Operating Agreement

SD-63

CONCEPT PLAN

COMMERCIAL DEVELOPMENT
TALBOT ST. & FIRST AVE.
ST. THOMAS ONTARIO
FIRST PROFESSIONAL MANAGEMENT

Petroff Partnership Architects

99144

SD-63

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SCHEDULE "D"

ASSIGNEE ACKNOWLEDGMENT

TO: The Non-Assigning parties to the Operating Agreement and the Assignor (collectively the **"Addressees"**)

WHEREAS:

(A) First Railside and Canadian Tire Real Estate Limited have entered into an agreement dated as of the • day of •,•, and registered in the Land Registry Office for the Land Titles Division of • (the **"Land Titles Office"**) against title to the lands more particularly described in Schedule I hereto (the **"Lands"**) and other lands on the • day of •, • as Instrument No. • (the **"Operating Agreement"**) setting forth certain reciprocal rights and obligations to govern the development and operation of the commercial project located on the Lands and other lands;

(B) By a transfer (the **"Assignment"**) from • (the **"Assignor"**) to • (the **"Assignee")** registered in the Land Titles Office against the Lands on the • day of •, •, as Instrument No. • , the Assignor transferred to the Assignee all of the Assignor's right, title and interest in and to, *inter alia*, the Lands and has assigned to the Assignee all the Assignor's right, title and interest in and to, *inter alia*, the Operating Agreement (collectively, the **"Assigned Interest"**):

(C) Pursuant to the Operating Agreement, the parties to the Operating Agreement have requested that the Assignee enter into this Acknowledgement; and

(D) All capitalized terms which are not defined herein have the respective meanings ascribed thereto under the Operating Agreement.

NOW THEREFORE for good and valuable consideration the Assignee covenants, acknowledges and agrees with the Addressees as follows:

1. Operating Agreement: The Assignee acknowledges receipt of a true copy of the Operating Agreement.

2. Assumption of Obligations: From and after the effective date of the Assignment, the Assignee shall be bound by all the covenants, agreements and obligations of the Assignor under the Operating Agreement.

3. Assignment and Charging: The Assignee agrees that it will not sell, convey, assign, transfer, charge, encumber or mortgage the Assigned Interest or any part thereof other than in accordance with Articles • and • of the Operating Agreement.

4. Notice: Any notice or other communications to be given by any party hereunder to any other party shall be given in writing and shall be sufficiently given by delivering the same by hand to the party to whom the notice is directed, in the case of any of the parties to the Operating Agreement, addressed to them at their respective addresses as set out in Section • of the Operating Agreement, and in the case of the Assignee, addressed to it at or to such address as may from time to time be designated by notice given as aforesaid.

5. Registration: Any of the Addressees shall be entitled to register this Acknowledgement against the title to the Lands.

6. Successors and-Assigns: This Acknowledgement shall enure to the benefit of each of the Addressees and each of their respective successors and assigns, and shall be binding upon the Assignee and its successors and assigns.

IN WITNESS WHEREOF the Assignee has executed this Acknowledgment as of this • day of •, •.

[NAME OF ASSIGNEE]

By:_____ c/s

Name: •

Title: •

By:_____

Name: •

Title: •

We have authority to bind the Corporation.

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SCHEDULE "E"

PRESENT MORTGAGEE ACKNOWLEDGMENT AND POSTPONEMENT

TO: [•] (collectively the **"Addressees"**)

WHEREAS:

(A) First Railside and Canadian Tire Real Estate Limited have entered into an agreement dated as of the • day of • , 1999, and registered in the Land Registry Office for the Land Titles Division of • (the **"Land Titles Office"**) against title to the lands more particularly described in Schedule I hereto (the **"Lands"**) and other lands on the • day of •, • as Instrument No. • (the **"Operating Agreement"**) setting forth certain reciprocal rights and obligations to govern the development and operation of the commercial project located on the Lands and other lands;

(B) By a mortgage or charge granted or created by • in its capacity as • (the **"Mortgagor"**) to • (the **"Mortgagee"**) registered in the Land Titles Office against the Lands on the • day of •, •, as Instrument No. • (which mortgage or charge, together with any other security given in connection therewith, all as amended from time to time, is hereinafter referred to as the **"Mortgage"**), the Mortgagor charged to and in favour of the Mortgagee all of the Mortgagor's right, title and interest in and to, *inter alia*, the Lands (the **"Mortgaged Interest"**) as security for the Mortgagor's obligations under the Mortgage;

(C) Pursuant to the Operating Agreement, the parties to the Operating Agreement have requested that the Mortgagee enter into this Acknowledgment; and

(D) All capitalized terms which are not defined herein have the respective meanings ascribed thereto under the Operating Agreement.

NOW THEREFORE for good and valuable consideration the Mortgagee covenants, acknowledges and agrees with the Addressees as follows:

1. Operating Agreement: The Mortgagee acknowledges receipt of a true copy of the Operating Agreement.

2. Assumption of Obligations: In the event and for so long as the Mortgagee shall be in ownership, possession or control (whether directly or by way of a receiver or receiver and manager or in any other way) of the Mortgaged Interest it shall perform and observe all the covenants and obligations of the Mortgagor under the Operating Agreement.

3. Sale: The Mortgagee agrees that it will not (whether directly, by way of a receiver or receiver and manager, by way of private contract, pursuant to court order or in any other way) sell, convey, assign, or otherwise transfer the Lands charged by the Mortgage or any part thereof other than in accordance with the provisions of Article • of the Operating Agreement and for the purposes of Section • thereof, the Mortgagee shall be deemed to be an assignor and the person to whom the Mortgagee is selling, conveying, assigning or otherwise transferring such Lands shall be deemed to be an Assignee.

4. Assignment: The Mortgagee agrees that it will not convey, assign, mortgage or otherwise encumber the Mortgaged Interest (including, without limitation, any interest in the Mortgage) or any part thereof to any person (a **"Transferee"**) unless the Transferee enters into an agreement with the Addressees agreeing to be bound by the provisions of this Acknowledgement as if it were the Mortgagee originally named herein and unless such transaction is otherwise in accordance with Articles • and • of the Operating Agreement.

5. Postponement: The Mortgagee agrees that the Operating Agreement (save and except Section 26 thereof) shall be an encumbrance on the Lands prior to the Mortgage and therefore the Mortgagee agrees with the addressees that the Operating Agreement

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shall be an encumbrance on the Lands prior to the Mortgage in the same manner and to the same effect as if the Operating (save and except Section 26 thereof) was executed, delivered and registered prior to the Mortgage.

6. Charge: Subject to the provisions of Section 2 hereof, the Mortgagor hereby assigns, transfers, sets over, mortgages and charges to the Mortgagee, as continuing collateral security for the payment and performance of the obligations of the Mortgagor to the Mortgagee contained in the Mortgage, all of the right, title and interest of the Mortgagor in and to and arising out of the Operating Agreement.

7. Discharge: A discharge of the Mortgage shall operate as a reassignment to the Mortgagor of the right, title and interest assigned, transferred, set over, mortgaged or charged to the Mortgagee pursuant to Section 6 hereof and immediately upon the registration of such discharge against title to the Lands this Acknowledgement will terminate and shall no longer be of any force or effect.

8. Notice: Any notice or other communications to be given by any party hereunder to any other party shall be given in writing and shall be sufficiently given by delivering the same by hand to the party to whom the notice is directed, in the case of any of the parties to the Operating Agreement, addressed to them at their respective addresses as set out in Section • of the Operating Agreement, and in the case of the Mortgagee, addressed to it • at or to such address as may from time to time be designated by notice given as aforesaid.

9. Registration: Any of the Addressees shall be entitled to register this Acknowledgment against the title to the Lands.

10. Successors and Assigns: This Acknowledgment shall enure to the benefit of each of the Addressees and each of their respective successors and assigns, and shall be binding upon the Mortgagor, the Mortgagee and their respective successors and assigns.

IN WITNESS WHEREOF each of the Mortgagor and the Mortgagee has executed this Acknowledgment as of this • day of •, 1999.

Mortgagor: **[NAME OF MORTGAGOR]**

By:_____ c/s

Name:•
Title: •

By:_____

Name:•
Title: •

We have authority to bind the Corporation.

Mortgagee: **[NAME OF MORTGAGEE]**

By:_____ c/s

Name:•
Title: •

By:_____

Name: •
Title: •
We have authority to bind the Corporation.

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SCHEDULE "F"

FUTURE MORTGAGEE ACKNOWLEDGMENT

TO: The Non-Assigning parties to the Operating Agreement and the Mortgagor (collectively the **"Addressees"**)

WHEREAS:

(A) First Railside and Canadian Tire Real Estate Limited have entered into an agreement dated as of the • day of •, •, and registered in the Land Registry Office for the Land Titles Division of • (the **"Land Titles Office"**) against title to the lands more particularly described in Schedule I hereto (the **"Lands"**) and other lands on the • day of •, • as Instrument No. • (the **"Operating Agreement"**) setting forth certain reciprocal rights and obligations to govern the development and operation of the commercial project located on the Lands and other lands;

(B) By a mortgage or charge granted or created by • in its capacity as • (the **"Mortgagor"**) to • (the **"Mortgagee"**) registered in the Land Titles Office against the Lands on the • day of •, 1999, as Instrument No. • (which mortgage or charge, together with any other security given in connection therewith, all as amended from time to time, is hereinafter referred to as the **"Mortgage"**), the Mortgagor charged to and in favour of the Mortgagee all of the Mortgagor's right, title and interest in and to, *inter alia*, the Lands (the **"Mortgaged Interest"**) as security for the Mortgagor's obligations under the Mortgage;

(C) Pursuant to the Operating Agreement, the parties to the Operating Agreement have requested that the Mortgagee enter into this Acknowledgment; and

(D) All capitalized terms which are not defined herein have the respective meanings ascribed thereto under the Operating Agreement.

NOW THEREFORE for good and valuable consideration the Mortgagee covenants, acknowledges and agrees with the Addressees as follows:

1. Operating Agreement: The Mortgagee acknowledges receipt of a true copy of the Operating Agreement.

2. Assumption of Obligations: In the event and for so long as the Mortgagee shall be in ownership, possession or control (whether directly or by way of a receiver or receiver and manager or in any other way) of the Mortgaged Interest it shall perform and observe all the covenants and obligations of the Mortgagor under the Operating Agreement.

3. Sale: The Mortgagee agrees that it will not (whether directly, by way of a receiver or receiver and manager, by way of private contract, pursuant to court order or in any other way) sell, convey, assign, or otherwise transfer the Lands charged by the Mortgage or any part thereof other than in accordance with the provisions of Article • of the Operating Agreement and for the purposes of Section • thereof, the Mortgagee shall be deemed to be an assignor and the person to whom the Mortgagee is selling, conveying, assigning or otherwise transferring such Lands shall be deemed to be an Assignee.

4. Assignment: The Mortgagee agrees that it will not convey, assign, mortgage or otherwise encumber the Mortgaged Interest (including, without limitation, any interest in the Mortgage) or any part thereof to any person (a **"Transferee"**) unless the Transferee enters into an agreement with the Addressees agreeing to be bound by the provisions of this Acknowledgement as if it were the Mortgagee originally named herein and unless such transaction is otherwise in accordance with Articles • and • of the Operating Agreement.

5. Notice: Any notice or other communications to be given by any party hereunder to any other party shall be given in writing and shall be sufficiently given by delivering

the same by hand to the party to whom the notice is directed, in the case of any of the parties to the Operating Agreement, addressed to them at their respective addresses as set out in Section • of the Operating Agreement, and in the case of the Mortgagee, addressed to it • at or to such address as may from time to time be designated by notice given as aforesaid.

6. Registration: Any of the Addressees shall be entitled to register this Acknowledgment against the title to the Lands.

7. Successors and Assigns: This Acknowledgment shall enure to the benefit of each of the Addressees and each of their respective successors and assigns, and shall be binding upon the Mortgagor, the Mortgagee and their respective successors and assigns.

IN WITNESS WHEREOF the Assignee has executed this Acknowledgment as of this • day of •,•.

Mortgagee: **[NAME OF MORTGAGEE]**

By:_____ c/s

Name:•
Title: •

By:_____

Name:•
Title: •

We have authority to bind the Corporation.

LEASE

between

CT REIT LIMITED PARTNERSHIP
(the "Landlord")

and

CANADIAN TIRE CORPORATION, LIMITED
(the "Tenant")

Dated as of the 22nd day of October, 2013

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LEASE

LEASE dated as of the 22nd day of October, 2013 between **CT REIT LIMITED PARTNERSHIP** (the "**Landlord**") and **CANADIAN TIRE CORPORATION, LIMITED** (the "**Tenant**").

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

Section 1.1 Defined Terms

In this Lease the following words or expressions, when capitalized, shall have the meaning hereinafter set forth.

"**Additional Rent**" means all moneys, charges and other amounts which the Tenant is required to pay under this Lease (other than Basic Rent), whether or not they are designated "Additional Rent" and whether they are payable to the Landlord or to third parties, but excluding Sales Taxes.

"**Affiliate**" has the meaning given to that term in National Instrument 45 106 – *Prospectus and Registration Exemptions*.

"**Basic Rent**" has the meaning ascribed thereto in Section 2.4 hereof.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the province where the Premises is situated.

"**CTC Banner**" means a name or trademark owned by Canadian Tire Corporation, Limited (together with its Affiliates) including, among others, the Canadian Tire® name and trademark.

"**CTREL Lease**" has the meaning set out in Section 5.9.

"**Commencement Date**" has the meaning ascribed thereto in Schedule "A" hereto.

"**Competitor**" means a person who carries on business, or any person who controls or is controlled by such person, in one or more of the following categories: hardware, automotive, sporting goods, apparel and housewares.

"**Complex**" means the Lands and all buildings and improvements located thereon from time to time but excludes the Premises.

"**CPI**" means the consumer price index (all items) for the province in which the Premises is located (2002 = 100), as published by Statistics Canada, provided that if Statistics Canada ceases to publish such consumer price index for the province in which the Premises is located, or materially changes the method by which such consumer

price index is calculated, the parties shall, acting reasonably, choose a publication evaluating like information theretofore used in determining such consumer price index; if the parties are unable to agree on a different publication, the matter shall be resolved by arbitration pursuant to Article 17 hereof.

"**DBRS**" means DBRS Limited and its successors.

"**Emergency**" means a condition or circumstance occurring in or about the Premises which if not remedied immediately would result, with reasonable certainty, in material damage to the Premises or material damage to other property or in physical injury or death.

"**Environmental Laws**" means all applicable federal, provincial, municipal and local laws, including all statutes, by-laws and regulations and all orders and decisions rendered by, and guidelines and similar guidance of, any ministry, department or administrative or regulatory agency in each case which have the force of law and relating to the protection of the natural environment, or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substances, in each case, from time to time in force.

"**Extension Term**" has the meaning ascribed thereto in Schedule "A" hereof.

"**Event of Default**" has the meaning ascribed thereto in Section 14.1 hereof.

"**First Post Assignment Extension Term**" has the meaning ascribed thereto in Section 10.4(2)(ii).

"**Hazardous Substance**" means any pollutants, contaminants, chemicals, solvents, deleterious substances, and includes any substance declared to be or defined as hazardous or toxic under any Environmental Laws.

"**Initial Term**" has the meaning ascribed thereto in Schedule "A" hereof.

"**Investment Grade**" means a rating for senior unsecured indebtedness of "BBB-" or better, as such rating definition is currently established by S & P or "BBB (low)" or better, as such rating definition is currently established by DBRS, each of which may change from time to time but in any event no less than "BBB-" using the same criteria as that used by S & P as of the date hereof, and no less than "BBB (low)" using the same criteria as that used by DBRS as of the date hereof.

"**Landlord**" shall be deemed to include any beneficial owner of the Premises.

"**Lands**" means the land legally and municipally described in Schedule "A" hereto and shown outlined in brown on Schedule A-1 and including all buildings and

improvements located thereon or thereunder save for buildings and improvements owned by tenants or other third parties.

"**Laws**" means all statutes, regulations, by-laws, orders and rules of all federal, provincial, municipal and other governmental or quasi-governmental or regulatory authorities having jurisdiction, from time to time in force, and include Environmental Laws; for greater certainty, "Laws" as they relate to any environmental matters, remediation standards or any Hazardous Substances means those statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or public authorities having jurisdiction that relate to the use of the Premises for commercial purposes, as opposed to any other use which may result in more stringent remediation obligations.

"**Lease**" means this agreement as may from time to time be supplemented or amended, together with all Schedules and other attachments, as from time to time supplemented or amended.

"**Leasehold Improvements**" means fixtures, improvements, installations, alterations and additions from time to time made, erected or installed on (including those made, erected or installed prior to the date hereof), in or about the Premises, but does not include Trade Fixtures. Without limiting the generality of the foregoing, Leasehold Improvements include (i) all buildings, structures and equipment on or under the Premises; (ii) all mechanical, electrical and utility installations, (iii) base-building heating, ventilating, air-conditioning and humidity control equipment, (iv) built-in lighting fixtures; and (v) wiring and cabling (including, without limitation, cabling for computer hardware and optic cables).

"**Material Adverse Effect**" means a material and adverse effect on the value of the Premises or on the Landlord.

"**Mortgage**", "**Mortgages**" and "**Mortgagee**" have the meaning ascribed hereto in Section 8.2.

"**Permitted Encumbrances**" means the encumbrances and other matters affecting title to the Premises, as set out in Schedule "a-1".

"**Person**" or "**person**" means an individual, partnership, firm, corporation, syndicate, trust or unincorporated organization, and includes a government or agency or political subdivision thereof.

"**Petroleum Agent**" means the third party that acts as the agent of the Tenant for the operation of the gas bar situated on the Premises and, where applicable, who leases a portion of the Premises from the Tenant for the purposes of operating a car wash, a retail store and/or fast lube services.

"**Premises**" means that part of the Lands shown outlined in blue on the site plan attached hereto as Schedule "A-1".

"**Prime Rate**" means the commercial lending rate of interest, expressed as an annual rate, which The Royal Bank of Canada or any successor thereto quotes from time to time at its principal office in Toronto, Canada as the reference rate of interest commonly known as its "prime rate".

"**Prohibited Use**" means any of the following uses: (i) a cinema or theatre; (ii) a bowling alley; (iii) a billiard or pool parlour; (iv) a bingo hall; (v) a flea market; (vi) an entertainment centre or video game arcade or any other place of recreation or amusement; (vii) a night club; (viii) an off-track betting establishment; (ix) the sale of second hand goods, insurance salvage stock, fire sale stock, or bankruptcy stock; (x) an auction, bulk sale, liquidation sale, "going out of business" or bankruptcy sale, provided that such prohibition shall not apply to any realization by the Tenant's lenders in accordance with Section 10.3; (xi) payday advance services; (xii) a house of worship; (xiii) an adult entertainment centre, strip club or adult book store; (xiv) a massage parlour; (xv) any other use which creates strong, unusual or offensive odours, fumes, dust or vapours, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or creates fires, explosive or other hazards; (xvi) dry cleaning; and (xvii) any other use prohibited by the Permitted Encumbrances.

"**Realty Taxes**" means all general or special property taxes, rates, duties, fees, charges, assessments, impositions and levies whatsoever, including, without any limitation, local improvement taxes and school taxes, which may be levied, assessed, charged or imposed by any federal, provincial, metropolitan, municipal or inter-municipal government, agency, commission or other lawful taxing authority against or in respect of the Premises or any part thereof or any fixtures, equipment or building thereon or forming part thereof or against the Landlord or the owner of the Premises in respect of any of the same, to include, but not be limited to, municipal, school, local improvement, water and garbage taxes or levies, provided however that Realty Taxes shall exclude any corporate, income, profits, revenue, excess profits or other taxes assessed upon the income of the Landlord or any of its unit holders and all capital, large corporations or similar taxes assessed upon the Landlord or any of its unit holders or any franchise, estate, inheritance, succession or transfer tax of the Landlord (collectively "**Excluded Taxes**"). Notwithstanding the foregoing, Realty Taxes shall also include any and all taxes, including business taxes, if applicable, rates, duties, fees, charges, assessments, impositions or levies (and Excluded Taxes if applicable), whether within the contemplation of the parties or not, which may be imposed in lieu of, or in addition to, Realty Taxes as hereinbefore defined.

"**Record of Site Condition**" means a valid site specific risk assessment (or its equivalent) approved and accepted by the applicable governmental authority.

"**Rent**" means the Basic Rent and Additional Rent payable by the Tenant under this Lease.

"**Required Standard**" mean a standard of maintenance, upkeep, repair and replacement consistent with the standard in existence as at the date hereof at other properties of a similar nature owned or occupied by the Tenant, an Affiliate thereof, or any franchisee of the Tenant, having regard to the age, size, use and character of the Premises, subject to reasonable wear and tear.

"**Restoration Obligations**" means the Tenant's obligations pursuant to Section 12.2.

"**ROFO Agreement**" means the ROFO Agreement dated as of the date hereof among the Tenant, CT Real Estate Investment Trust and the Landlord.

"**S & P**" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc.

"**Tenant Improvements**" has the meaning ascribed thereto in Section 6.2.

"**Term**" means the Initial Term and includes any applicable Extension Term where, at the relevant time, the option to extend in respect thereof has been duly exercised, unless sooner terminated pursuant to the provisions of this Lease.

"**Trade Fixtures**" means fixtures, facilities, systems and equipment that are installed or placed on or under the Premises for use in connection with carrying on business on the Premises, whether or not such items are deemed at law to be fixtures.

"**Voting Units**" means, collectively, the trust units in the capital of CT Real Estate Investment Trust and the special voting units of CT Real Estate Investment Trust.

Section 1.2 Schedules

The following Schedules are attached to and form part of this Agreement.

Schedule "A"	Property Specific Term Sheet
Schedule "A-1"	Site Plan
Schedule "B"	Permitted Encumbrances

Section 1.3 Covenants

The Landlord and the Tenant agree that each expression in this Lease of an obligation of one of them is considered to be a covenant of the one obligated made with the other to perform the obligation.

Section 1.4 References

All references in this Lease to schedules, articles, Sections and other subdivisions refer to the corresponding schedules, articles, Sections and other subdivisions of this Lease, and the words "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to a particular article, Section or subdivision of this Lease.

Section 1.5 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the leasing of the Premises by the Tenant from the Landlord, and there are no covenants, warranties, representations, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease will be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

Section 1.6 Interpretation

(a) The captions, headings, section numbers, article numbers and table of contents appearing in this Lease are inserted only as a matter of convenience for reference only, and in no way define, limit, enlarge, construe or describe the scope, meaning or intent of the articles or sections of this Lease or any of its provisions, nor in any way affect this Lease or any of its provisions.

(b) The words "including" or "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within its broadest possible scope.

(c) A reference to an entity includes a successor to that entity.

(d) A reference to a time or date is to the local time or date at Toronto, Ontario.

Section 1.7 Governing Law

This Lease will be interpreted and governed by the laws of the province in which the Premises are situated and the laws of Canada applicable therein. Each of the Landlord and the Tenant irrevocably attorns and submits to the non-exclusive

jurisdiction of the courts of the province in which the Premises are situated with respect to all matters relating to this Lease.

Section 1.8 Partial Invalidity

If an immaterial term, covenant or condition of this Lease, or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Lease, or the application of the term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant and condition of this Lease will be valid and enforced to the fullest extent permitted by law.

Section 1.9 Time of the Essence

Time is of the essence of this Lease and of every part of this Lease. When calculating the period of time within which any act is to be done or step taken pursuant to this Lease, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next following Business Day.

Section 1.10 Net Lease

Except as provided in this Section 1.10 or otherwise in this Lease, the Tenant acknowledges that it is intended and agrees that this Lease is a completely carefree triple net Lease for the Landlord without compensation, diminution, abatement, set-off or deductions of any kind (except as expressly set out herein to the contrary); that, except as provided in this Section 1.10 or otherwise in this Lease, the Landlord is not responsible during the Term for any costs, charges, expenses or outlays of any nature whatsoever relating to the Premises, or the use and occupancy thereof, or the business carried on thereon, or the contents thereof and that, except as provided in this Section 1.10 or otherwise in this Lease, the Tenant will pay all charges, taxes, impositions, costs and expenses of every kind relative to the Premises, and the Tenant covenants with the Landlord accordingly.

Notwithstanding the foregoing, the Landlord shall be responsible for and the Tenant shall have no obligation to pay:

(a) rents or other amounts payable by the Landlord pursuant to any ground leases with respect to all or any part of the Lands, except to the extent such other amounts (other than rent) are chargeable to, or payable by, the Tenant pursuant to a specific provision of this Lease;

(b) compensation, wages, benefits, workers' compensation insurance premiums and payroll taxes for employees of the Landlord or for officers, directors, trustees or partners of the Landlord;

(c) any payments under or costs relating to any mortgage or other financing by the Landlord of all or any part of the Premises or secured by the Landlord's interest in the Premises, or any part thereof;

(d) corporate, income, profits, revenue, excess profits or other taxes assessed upon the income of the Landlord or any of its unitholders or any capital, large corporations or similar taxes assessed upon the Landlord or any of its unitholders or any franchise, estate, inheritance, succession or transfer tax of the Landlord; and

(e) those matters, the cost of which, are expressly the responsibility of the Landlord pursuant to the terms of this Lease.

Section 1.11 GST and Sales Taxes

The Tenant shall pay to the Landlord in accordance with prevailing legislation all goods and services taxes or harmonized sales taxes ("**GST**") and other sales taxes, value added taxes, business transfer taxes, or any other taxes imposed on the Tenant with respect to amounts payable by the Tenant to the Landlord under this Lease (herein called "**Sales Taxes**"), or in respect of the rental of space under this Lease, whether characterized as a GST, sale tax, value added tax, business transfer tax, or otherwise. However, despite any other section or clause in this Lease, the amount payable by the Tenant on account of Sales Taxes shall not be included in Rent, but the Landlord shall have all of the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

Section 1.12 Approval and Consent

Unless it is specifically provided herein that a consent, approval or satisfaction is in the sole discretion of the Landlord or the Tenant, as the case may be, no consent, approval or satisfaction of the Landlord or the Tenant shall be unreasonably withheld or delayed.

Section 1.13 Residency of the Landlord

The Landlord hereby represents and warrants that it is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada). The Landlord shall advise the Tenant forthwith in writing if it ceases to be a resident of Canada.

The Landlord acknowledges and agrees that if the Tenant is required by applicable Law (including, without limitation, as a result of the Landlord becoming a non-resident of Canada), the Tenant shall be entitled to withhold from all payments hereunder any and all amounts required to be withheld pursuant to applicable Law.

ARTICLE 2
DEMISE, TERM, RENT AND EXTENSIONS

Section 2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord leases to the Tenant the Premises, together with the benefit and burden, as the case may be, of any and all servitudes, easements, appurtenances, rights and privileges now or hereafter belonging or appurtenant thereto. The use and occupation by the Tenant of the Premises shall entitle the Tenant to the non-exclusive use of all parking areas, roadways, means of ingress and egress and sidewalks situate upon the Lands (and, where applicable, and to the extent necessary for the use by the Tenant of the Premises, upon lands adjacent to the Lands which are owned by the Landlord or over which the Landlord has rights of use), save for such portions of the Lands (or, where applicable, other Lands) as are subject to the exclusive use of another tenant or occupant.

Section 2.2 Tenant's Acknowledgement

(1) The Tenant, having been the owner or an Affiliate of the owner of the Premises prior to the commencement of the Term, acknowledges that it is leasing the Premises hereunder on an "as is, where is" basis and without any representation or warranty by the Landlord of any kind whatsoever. Without limiting the generality of the foregoing, there is no condition, representation or warranty of any kind whatsoever with respect to title, description, encumbrances, physical or environmental condition, size, marketability, zoning, compliance with law, fitness for any particular purpose or any other matter whatsoever concerning the Premises. For greater certainty, the obligations of the Tenant hereunder shall not be affected by any defects or lack of title to the Premises held by the Landlord or any other condition in respect of the Premises, in each case existing as of the Commencement Date.

(2) The Landlord shall not be responsible for any maintenance, repairs, replacements, alterations or improvements in respect of the Premises. Notwithstanding the foregoing, the Landlord shall be responsible for ensuring that it does not do anything or omit to do anything as the owner of the Lands which would interfere with or deprive the Tenant of its use and occupation of the Premises (including, without limitation, any rezoning of the Premises) or which would result in a default under any encumbrance or instrument affecting title, to the extent same is not within the responsibility or control of the Tenant hereunder.

(3) Notwithstanding any other term of this Lease, the Tenant acknowledges and agrees that the Landlord shall not be liable for anything done by a tenant of the

Lands pursuant to its rights under a lease that was in place as of the Commencement Date or anything done by the Landlord pursuant to any such lease in order to comply with the Landlord's obligations thereunder.

Section 2.3 Term

To have and to hold the Premises for and during the Term as more particularly set out in Schedule "A" hereof, subject to the payment of Rent and the observance and performance of the terms, covenants and conditions in this Lease.

Section 2.4 Basic Rent



Section 2.5 Additional Rent and Charges





Section 2.6 General Provisions

All amounts payable by the Tenant under this Lease, except Sales Taxes, shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided, and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of Rent.

Section 2.7 Options to Extend Term



[redacted]

[redacted]

[redacted]

ARTICLE 3
TAXES

Section 3.1 Realty Taxes Payable by the Tenant

(1) The Tenant shall at all times throughout the Term pay as Additional Rent all Realty Taxes levied, charged, rated or assessed against the Premises as installments are due (including, for clarity, Realty Taxes which are payable over a period of years even where initially imposed prior to the commencement of the Term), provided the tax bills and assessments are delivered to the Tenant (which, unless the Tenant receives same directly, the Landlord agrees to provide as soon as reasonably possible following receipt thereof by it). To the extent that any Realty Taxes are permitted by the taxing authorities to be paid in instalments, the Tenant may pay same in instalments as so permitted. Upon written request from time to time of the Landlord to the Tenant, the Tenant will provide receipts for payment of Realty Taxes for the previous year. If the relevant taxing authority does not issue a separate bill or bills for the Premises then the Tenant's obligation in respect thereof shall be computed by applying the relevant tax rate to the assessment of the Premises, if the Premises have been separately assessed by the relevant taxing authority. If there is neither a separate bill or bills for Realty Taxes charged against the Premises nor a separate assessment of the Premises for any period of time within the Term, then the amount of Realty Taxes payable by the Tenant shall be determined in accordance with Section 3.1(2).

(2) For the purposes of establishing the Realty Taxes payable by the Tenant pursuant to Section 3.1(1) hereof or Section 2.5(d)(ii) hereof, the parties recognize and acknowledge that it is necessary to establish the assessments upon which such Realty Taxes are based, being the assessment in the first case of the Premises or the common areas of the Complex, as applicable, in each case including the buildings, improvements, fixtures and equipment thereon and in the second case, the assessment of the balance of the Lands, including the buildings, improvements, fixtures and equipment thereon. If such separate assessments or any of them are not made by the municipal or other governmental authorities responsible for the determination of assessments upon which Realty Taxes are based, the Tenant shall use its continuing and diligent efforts (with the assistance of the Landlord if the Landlord or the Tenant considers such assistance necessary or desirable) to have such separate assessments made or, failing that, to obtain sufficient official information to determine such separate assessments.

In the event and to the extent that such separate assessments or such official information cannot be obtained from such municipal or other governmental authorities, the Landlord and the Tenant shall allocate the total assessment of the Lands and the improvements thereon in a manner which is equitable and consistent with the basis of assessment in use by the municipal or other governmental authorities having jurisdiction in the municipal area in which the Lands is situate so as to arrive at such separate assessments. In so doing the parties shall have regard, as far as possible, to the method of assessment and applicable elements utilized in arriving at the assessment of the whole of the Lands by the municipal or other governmental authorities having jurisdiction. If the Landlord and the Tenant cannot agree as to the required allocation of assessments, the allocation shall be determined by arbitration pursuant to the provisions of this Lease, but having regard to the basis of determination set out in this Section 3.1(2). The allocation which is either agreed to or determined by arbitration shall, until such time as there is a change in assessments or methods of assessment or allocation of such assessments, be binding upon the parties and the separate assessments so arrived at shall be applied to determine the respective obligations of the parties with respect to Realty Taxes. If any Realty Taxes or installments thereof become due before such determination has been made, the Landlord may make a reasonable estimate of the allocation which shall not bind the parties but shall nevertheless be adopted for the basis of the interim payment of Realty Taxes respectively payable by them, and when the allocation of assessments has been finally determined and the Realty Taxes respectively payable by them finally computed, the parties shalt promptly make the appropriate readjustment and additional payment by the Tenant or repayment to the Tenant, as the case may be.

(3) Notwithstanding anything contained herein, the Tenant shall not be responsible for the payment of any increases in Realty Taxes resulting from any rezoning, variance or official plan amendment in respect of the Premises which were initiated or permitted by the Landlord, except in each case where the same was requested by the Tenant or was required by applicable Laws.

(4) Any amounts payable by the Tenant on account of Realty Taxes shall be adjusted on a per diem basis in respect of any period not falling wholly within the Term for which Realty Taxes are payable.

(5) The Landlord shall provide the Tenant with a copy of all assessments and tax bills affecting the Premises, forthwith upon receipt by it and in any event at least thirty (30) days prior to the expiry of any period for appeal or other contesting thereof. On written request from the Tenant, the Landlord shall promptly provide to the taxing and assessing authorities such written authorizations as are necessary to enable the Tenant to obtain from the taxing and assessing authorities such information as the Tenant requires for the purposes of determining the Realty Taxes and assessment applicable to the Premises. The

Landlord shall be solely responsible for any penalties, interest or fees resulting from its failure to comply with the foregoing.

(6) The Tenant shall have the right to appeal or otherwise contest by appropriate legal proceedings or, at the Tenant's option, to act as the Landlord's agent in such contestation, the validity or amount of any Realty Taxes imposed in respect of the Premises or the Tenant's business at the Premises, and the assessment on which such Realty Taxes or business taxes are based. If the payment of any such Realty Taxes may legally be held in abeyance without subjecting the Landlord or the Tenant to any liability of whatsoever nature for failure to so pay, the Tenant may postpone such payment until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with due diligence and dispatch. The Landlord shall co-operate with the Tenant, to the extent reasonably necessary, in any such proceedings commenced by the Tenant, including, without limitation, the execution of such authorizations and other documents as may be reasonably requested by the Tenant. In the event that Realty Taxes are reduced as a result of any contestation thereof, the Landlord shall promptly reimburse the Tenant to the extent that all or any portion of such reduction was previously paid by the Tenant and which reimbursement is made to the Landlord by the taxing authority. The Landlord shall execute all powers of attorney and other documents or proceedings necessary or useful in order to permit the Tenant to contest, at Tenant's own expense in its own name or in the Landlord's name, the validity of any Realty Taxes.

(7) If the Tenant makes any instalment payment or payments to the applicable taxing authorities or to the Landlord pursuant to this Lease, and thereafter it is determined that the Tenant is entitled to a reduction, refund and/or credit on account of any overpayment by the Tenant, the Landlord shall forthwith pay to the Tenant such refund and/or credit which it receives from the taxing authority or which it would have received had the Landlord diligently pursued any such refund and/or credit, failing which the Tenant, without prejudice to any other rights and remedies it may have, may deduct such amount from the next payment or payments of Rent falling due hereunder. This obligation shall survive the expiration or termination of this Lease.

Section 3.2 Separate School Taxes

If the Tenant elects to be assessed as a separate school supporter, the Tenant will pay, in addition to any amounts owing pursuant to Section 3.1 hereof, the excess, if any, of the separate school taxes over public school taxes resulting from such election.

Section 3.3 Business Taxes and Other Taxes Payable by the Tenant

In each calendar year during the Term, the Tenant will pay and discharge or cause to be paid or discharged when they become due and payable, all taxes, rates, duties and assessments, license fees and other charges that may be levied, rated, charged or assessed in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant and by any and every sublessee, licensee, concessionaire and all other persons conducting business upon or from the Premises, to the extent that such are not included in Realty Taxes paid by the Tenant, whether the taxes, rates, duties, assessments and licence fees are charged by a municipal, parliamentary, school or other body during the Term.

ARTICLE 4
RENT

Section 4.1 Covenant to Pay Rent

The Tenant covenants to pay Rent and all other costs and charges as herein provided and to observe and perform all of the covenants and provisions of this Lease on its part to be observed and performed.

ARTICLE 5
USE OF PREMISES

Section 5.1 Use of Premises

Subject to compliance with applicable Laws and the Permitted Encumbrances, The Tenant may use the Premises for a CTC Banner gas bar which use may include, but shall not be limited to, the sale at retail of gasoline and petroleum related products (including propane), a fuel or recharging station or facility, an instant lubrication centre, car wash, automated banking machine and convenience store selling those items typically sold in a convenience store/gas bar.

The Tenant gives no covenant to operate or, upon commencing to operate, to continue to operate. Subject to Section 5.7 (Compliance with Laws), including, without limitation, compliance with all Laws in connection with the cessation and/or closing of operations at or on the Premises (including the decommissioning of fuel handling and storage equipment), the Tenant may, at any time, or from time to time, during the Term, for any or no reason, cease business operations on the Premises and, may remove all Tenant Improvements, buildings, equipment, inventory, Trade Fixtures and other property from the Premises. In the event that Tenant ceases to carry on business in the Premises for a period of more than one-hundred and eighty (180) days (other than by reason of major repairs to the Premises, renovations, upgrading, force majeure or strike or lockout), the Landlord shall have the right to deliver a notice to the Tenant electing to terminate this Lease (the "**Termination Notice**") and: (i) if the Tenant within thirty (30) days next following receipt of the Termination Notice provides

written notice to the Landlord of its intention to resume carrying on business on the Premises (a "**Tenant Resumption Notice**") and does so within one-hundred and twenty (120) days thereafter, the Termination Notice shall be deemed void and of no force or effect whatsoever; (b) if a Tenant Resumption Notice is not delivered within thirty (30) days next following receipt of the Termination Notice, this Lease shall terminate on the 31st day after delivery of the Termination Notice; or (c) if a Tenant Resumption Notice is delivered within thirty (30) days next following receipt of the Termination Notice, but the Tenant does not resume carrying on business on the Premises within one-hundred and twenty (120) days thereafter, this Lease shall terminate on the 121st day next following delivery of the Tenant Resumption Notice

The Premises shall at all times be subject to the exclusive control, management and operation of the Tenant, subject to the rights of other occupants of the Lands. The Tenant has the right with respect to such control, management and operation in its absolute discretion to:

(a) subject to the requirements of the Permitted Encumbrances, obstruct or close off all or any part of the Premises for the purpose of maintenance, repair or construction or otherwise;

(b) employ all personnel necessary for the operation and management of the Premises, either directly or through third parties; and

(c) In furtherance of the foregoing, the Landlord agrees to execute and deliver all such documents, including amendments to Permitted Encumbrances, as may be requested by the Tenant from time to time, provided same do not materially reduce the value of the Premises and provided the Tenant has covenanted to perform all obligations thereunder.

Section 5.2 Permitted Encumbrances

(a) Subject to Section 2.2(2), the Tenant shall comply in all material respects with all Permitted Encumbrances and shall perform in all material respect all of the Landlord's obligations under the Permitted Encumbrances relating to the Premises existing as of the Commencement Date, and in any event so as to ensure that a Material Adverse Effect will not occur by virtue of any non-compliance under any Permitted Encumbrance.

(b) The Tenant agrees that notwithstanding that the Tenant may only be required under this Lease to comply in all material respects with any Permitted Encumbrance or any applicable Law (provided such non-compliance does not result in a Material Adverse Effect), the Tenant shall nonetheless indemnify and save harmless the Landlord for any costs, losses or damages incurred by the Landlord by virtue of the Tenant's non-compliance with any such Permitted Encumbrance or applicable Law (regardless of the materiality thereof).

(c) In the event that the Landlord is or becomes the owner of any lands which have the benefit or burden of covenants contained in a Permitted Encumbrance(s) such that such Permitted Encumbrance(s) would, by operation of law or otherwise, merge, the parties will forthwith enter into an agreement or agreements, as the case may be, on the same terms and conditions as such Permitted Encumbrances in order to provide that same benefits and burdens to the Tenant, in its capacity as tenant hereunder, and to the Landlord, in its capacity as the owner of such other lands. Subject to the express terms of any Permitted Encumbrance to the contrary, nothing in this Section 5.2(c) will have the effect of extending the benefit or burden of any covenants contained in any Permitted Encumbrance to any lands acquired by the Landlord if such lands were not benefitted or burdened by such Permitted Encumbrance before the Landlord became the owner of such lands.

Section 5.3 Trade Fixtures

The Tenant may install and maintain or cause or permit to be installed and maintained Trade Fixtures on the Premises or forming part of the Tenant Improvements at all times during the Term that in its absolute discretion are required, desirable or otherwise appropriate for the business to be conducted on the Premises. Subject to Section 12.2 (Removal of Trade Fixtures), at any time and from time to time throughout the Term the Trade Fixtures, or any portion thereof, may be removed, whether or not such items are deemed in law to be fixtures.

Section 5.4 Signs

The Tenant may erect one or more signs on or about the Premises and change existing signs on or about the Premises from time to time, provided that:

(a) the Tenant shall be solely responsible for the cost of installation of the signs and the supervision of such installation;

(b) all aspects of the installation of the signs shall be in material compliance with all applicable Laws and Permitted Encumbrances;

(c) the Tenant shall be responsible for the costs of maintaining, repairing and replacing the signs and shall maintain the signs in good order and condition; and

(d) the signs panels may at any time and from time to time during the Term, be removed by the Tenant.

The Landlord will cooperate with the Tenant and will execute and deliver promptly upon request any applications, consents or other documents which may be required by the Tenant to obtain permits or approvals for the Tenant's signs.

The Tenant shall have the right, at its option, to participate in any pylon sign(s) for the Lands in which event the Tenant shall contribute to the on-going utility and maintenance costs thereof based on the proportion of the area of the Tenant's signage to the area of all other signage on the pylon sign.

Section 5.5 Waste Removal

The Tenant shall not allow refuse, garbage or loose, objectionable material to accumulate in, on or about the Premises in any material respect and will keep the Premises, or will cause the Premises to be kept, in a clean and neat condition. Until removed from the Premises all waste from the Premises shall be kept in appropriate containers.

Section 5.6 Pest Control

The Tenant shall be responsible for pest extermination in respect of the Premises and shall engage, or shall cause to be engaged, for such purpose, such contractors at such intervals as may reasonably be required.

Section 5.7 Compliance with Laws

The Tenant shall be responsible for obtaining or causing to be obtained from all authorities having jurisdiction all necessary permits, licences and approvals as may be necessary to permit the Tenant, its Petroleum Agents, subtenants, licensees, concessionaires and sub-licensees to occupy the Premises and conduct business thereon, as required by applicable Laws. Subject to Section 11.1 and except as to the Landlord's obligations pursuant to Section 5.8, the Tenant shall be responsible for and shall comply or cause to be complied at its expense in all material respects with all applicable Laws and in any event so as to ensure that a Material Adverse Effect will not occur by virtue of any such non-compliance respecting the use, condition and occupation of the Premises and the contents thereof and shall promptly, at its expense perform, or cause to be performed, all necessary repairs, alterations, changes and improvements to the Premises and the business, use, or occupancy thereof in order to comply with all such Laws in all material respects and in any event so as to ensure that a Material Adverse Effect will not occur by virtue of any such non-compliance.

The Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord, the validity of such applicable Laws and if by the terms of any such applicable Laws compliance therewith may legally be held in abeyance without subjecting the Landlord to any liability of whatsoever nature for failure so to comply therewith, the Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch.

The Landlord shall be responsible for and shall comply at its expense in all material respects with all applicable Laws respecting its ownership of the Lands and

the Complex and the condition of the Lands and of the Complex to the extent that the Landlord is responsible for the same pursuant to the terms of this Lease and, to such extent, shall promptly perform, or cause to be performed, all necessary repairs, changes and improvements to the Lands and to the Complex in order to comply with such Laws in all material respects.

Section 5.8 Environmental Provisions

(1) The Tenant covenants and agrees that, at all times throughout the Term, it shall comply in all material respects with, and cause its Petroleum Agents, sublessees, licensees, franchisees, servants, agents, employees, suppliers and invitees and any other persons for whom the Tenant is in law responsible to comply in all material respects with all Environmental Laws. Without limiting the generality of the foregoing, the Tenant covenants and agrees that it shall not cause or permit any Hazardous Substance to be brought upon, stored, kept or used in or about the Premises or any part thereof other than any Hazardous Substance that is or has been used in the ordinary course of the business carried on at the Premises and which is stored, kept and used in material compliance with Environmental Laws pertaining thereto.

(2) If any governmental authorities shall require the clean-up of any Hazardous Substances held, released, spilled, abandoned or placed upon the Premises or released into the environment (whether during the Term or prior thereto) by the Tenant, its Petroleum Agents, sublessees, licensees, agents, employees or any person for whom the Tenant is responsible at law during the Term (or any period prior thereto) or as a result of the use of the Premises by the Tenant, its Petroleum Agents, sublessees, licensees, servants, agents, employees or any person for whom the Tenant is responsible at law then the Tenant shall, at its own expense, prepare all necessary studies and plans for submission to the relevant regulatory authorities and forthwith carry out and complete the work required, all materially in accordance with Environmental Laws and the standard applicable to comparable commercial properties and the use thereof in the Province where the Premises are located. All Hazardous Substances held, released, spilled, abandoned or placed upon the Premises or released into the environment by the Tenant, shall be and remain the property of the Tenant and not the Landlord, regardless of any affixation of such Hazardous Substances to the Premises.

(3) The Tenant hereby indemnifies the Landlord and its officers, directors, employees, agents and other persons for whom the Landlord is responsible for at law and agrees to hold each of them harmless from and against any and all fines, orders, losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever (including, without limitation: (i) the costs of defending and/or counterclaiming or cross-demanding or claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out

of a settlement of any action entered into by the Landlord with the consent of the Tenant), which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to or as a result of, the presence on or under, or the escape, seepage, discharge, emission or release at or from, the Premises of any Hazardous Substance caused by the Tenant, its Petroleum Agents, sublessees, licensees, servants, agents, employees, suppliers and invitees or by any person permitted to be on the Premises by the Tenant or any person for whom the Tenant is in law responsible. This indemnity applies with respect to events occurring before the Commencement Date or during the currency of this Lease (including any period of overholding pursuant to Section 12.2(2) of this Lease or otherwise), but does not apply with respect to events occurring after delivery of the Premises to the Landlord on the later of the expiration of the Term or period of overholding as aforesaid, or the sooner termination of this Lease. Notwithstanding the foregoing or anything to the contrary contained herein, where there is a Record of Site Condition in respect of the Premises which is in place at the Commencement Date, the Tenant will not be required to remediate or to indemnify the Landlord or any of its officers, directors, employees, agents or other persons for whom the Landlord is responsible at law in respect of the Hazardous Substances identified in such Record of Site Condition to the extent of the level of contamination identified in the Record of Site Condition and provided that no order to do so is issued by any governmental authority.

(4) Notwithstanding anything contained in this Lease, the Landlord will be liable for all clean-up costs imposed by any Environmental Laws relating to the treatment, escape, seepage, discharge, emission or release, storage, disposal or transportation of Hazardous Substances on or from the Premises where same migrated from any other property after the Commencement Date, save and except where the property from which such Hazardous Substances migrated is under the care and control of the Tenant, its Affiliates or those for whom the Tenant is responsible at law. The Landlord shall perform all environmental clean-up, monitoring, treatment and remediation in respect of the Premises for which the Landlord is responsible hereunder and shall do so in accordance with Environmental Laws and to the standard then applicable to comparable commercial properties in the province where the Premises are located.

(5) The Landlord shall indemnify the Tenant and its officers, directors, employees, Petroleum Agents, sublessees, licensees and agents and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever, which at any time or from time to time may be paid, incurred or asserted against any of them as a result of Landlord's failure to perform its covenants contained in Section 5.8(4) above.

(6) Upon the expiry or earlier termination of the Term, the Tenant shall, if so requested by the Landlord or otherwise required by Law, at its own expense, perform all decommissioning of fuel handling and storage equipment and all environmental clean-up, monitoring, treatment and remediation in respect of the Premises for which the Tenant is responsible hereunder and shall do so in accordance with Environmental Laws and to the standard then applicable to comparable commercial properties and the use thereof in the province where the Premises are located. Notwithstanding the foregoing or anything to the contrary contained herein, where there is a Record of Site Condition in respect of the Premises which is in place at the Commencement Date, the Tenant will not be required to perform any environmental clean-up, monitoring, treatment or remediation in respect of the Hazardous Substances identified in such Record of Site Condition to the extent of the level of contamination identified in the Record of Site Condition and provided that no order to do so is issued by any governmental authority and there is no change in conditions that warrants remediation.

(7) Notwithstanding anything else contained in this Section 5.8, if during the Term the Tenant discovers the presence of Hazardous Substances on or under the Premises (a) which could reasonably result in a risk to the health and safety of any person occupying or visiting the Premises or any employee of the Tenant, or (b) which, pursuant to Environmental Laws, requires action (including investigation, monitoring or remediation), the Tenant shall promptly provide notice of same together with any environmental reports in the Tenant's possession relating to such Hazardous Substances to the Landlord and shall take any action reasonably necessary to comply with Environmental Laws.

(8) Subject to Section 10.4, the covenants and indemnification by the Tenant contained in this Section 5.8 shall survive as follows: (a) for Premises at which, prior to the end of the Term associated with the Premises in question, CTC decommissioned the fuel handling and storage equipment (if any) at the Premises and remediated the Lands, if required: (12) months after the end of the Term; (b) for other Premises with fuel handling and storage equipment: 12 months after the later of the date upon which CTC completes the decommissioning of that equipment (if any) at the Premises and the remediation of the Lands, if required, and the end of the Term associated with the Premises in question; and (c) for all other Premises: (12) months after the end of the Term associated with the Premises in question.

(9) The covenants and indemnification by the Landlord contained in this Section 5.8 shall survive the expiration or earlier termination of this Lease notwithstanding anything herein contained to the contrary.

(10) The Landlord and the Tenant shall, both acting reasonably, agree on the scope of the environmental report to be provided in connection therewith.

(11) To the extent that the performance of the Tenant's obligations hereunder requires access to or entry upon the Premises subsequent to the expiry or earlier termination of this Lease, the Tenant is hereby granted such rights of entry and access at such times and upon such terms and conditions as the Landlord, acting reasonably, may from time to time specify.

Section 5.9 Exclusive Use and Restrictions on Use

The Landlord covenants and agrees, to the extent that these covenants shall run with and burden the Lands and shall be for the benefit of the Premises, that, so long as there is no Event of Default which is continuing, until the later of (a) the end of the term and any extension of the term of the lease of even date herewith (the "**CTREL Lease**") of a portion of the Lands in favour of Canadian Tire Real Estate Limited, and until the tenth (10th) anniversary of the expiration thereof, (provided that in the event of an assignment of the CTREL Lease pursuant to Section 10.4(2)(ii) thereof the end of the term of the CTREL Lease shall be deemed to be the expiry of the First Post Assignment Extension Term (as defined in the CTREL Lease)) and (b) the expiration of the Term (including any exercised Extension Term):

(a) the Landlord will not without the Tenant's consent, which consent may be withheld in the Tenant's sole discretion, lease nor permit the use of any portion of the Lands or the Complex (other than by the Tenant, its Affiliates or its Petroleum Agents, sublessees, licensees, agents, or its or their employees) for the purpose of:

(i) a store selling automotive parts or supplies;

(ii) an automobile service station, car wash, a gas bar or an energy dispensing station (such as, by way of example but without limitation, a fuel or recharging station or facility);

(iii) a sporting goods store;

(iv) a home improvement or hardware store, such as but not limited to Home Depot, Lowes, RONA, Home Hardware, ACE, True Value, Pro Hardware or variations of any of the foregoing;

(v) a plumbing supply store;

(vi) an electrical lighting or supply store;

(vii) a paint and wallpaper store;

(viii) a horticultural nursery or garden centre supply store facility;

(ix) an automobile rental agency;

(x) a store having as its principal business, the sale of industrial work wear apparel, work boots, uniforms, and safety footwear, or any of the foregoing;

(xi) the sale or provision of any merchandise, products or services usually sold or provided at any of the establishments described in items (i) through (x) above, including without limitation, any automotive parts or supplies, sporting goods and/or sportswear ancillary thereto, hardware, plumbing supplies, electrical or lighting supplies, building supplies, paint and wallpaper, gardening supplies, plants and other items typically sold at a horticultural nursery or garden centre, automobile rentals, and any work wear apparel, work boots, uniforms, and safety footwear; and

(b) so long as a portion of the Lands continues to be occupied by a CTC Banner store, the Landlord will not lease or permit the use of any portion of the Lands for the purposes of a Prohibited Use.

ARTICLE 6
MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.1 Maintenance and Repairs of Premises

At all times throughout the Term, the Tenant, at its expense, shall perform or cause to be performed to the Required Standard such maintenance, repairs and replacements to keep the Premises, the Trade Fixtures and the Tenant Improvements forming part thereof or located thereon at all times in a reasonable condition and in a state of repair meeting the Required Standard, excepting only reasonable wear and tear to the extent same does not constitute a state of disrepair and is not inconsistent with the Required Standard.

Section 6.2 Tenant Improvements

(1) Provided Canadian Tire Corporation, Limited or an Affiliate thereof is the Tenant, the Tenant shall have the right at any time and from time to time, at its own expense, to make, construct and install buildings, Leasehold Improvements and other improvements to an upon the Premises, and to make or cause or permit to be made changes, modifications, demolitions, additions, improvements, expansions or alterations thereto (collectively, including those made, built or installed prior to the date hereof, hereinafter referred to as "**Tenant Improvements**") without the Landlord's consent, provided that:

(a) the Tenant has given the Landlord prior notice of the Tenant Improvement;

(b) no such Tenant Improvement may be made if an Event of Default has occurred and is continuing, except to the extent necessary to comply with Law, an insurance requirement or to perform an obligation of the Tenant under this Lease;

(c) such Tenant Improvements do not create an unsafe or illegal condition;

(d) such Tenant Improvements comply with all applicable Permitted Encumbrances and all applicable third party leases; and

(e) a separate permanent building may not be constructed unless such building has been approved by the Landlord, such approval not to be unreasonably withheld, or such building is to be occupied exclusively by a CTC Banner gas bar; and

(f) if such Tenant Improvements include structural changes, plans and specifications shall have been provided to the Landlord for its approval, not to be unreasonably withheld or delayed, and the Landlord shall have approved such plans and specifications, all at the Landlord's cost; provided however that the Landlord may not disapprove of the Tenant's plans and specifications if they provide for a Tenant Improvement which is (i) consistent with the Tenant's then typical gas bars; and (ii) complies with Section 6.2(1)(c) and (d) above.

(2) All Tenant Improvements shall be planned and completed in compliance with all Laws and the Tenant shall, prior to commencing any Tenant Improvements, obtain, at its expense, all necessary approvals, permits and licences in respect of the performance and installation of the Tenant Improvements. The Landlord will co-operate with the Tenant and will execute and deliver promptly upon request any applications, authorizations, consents, municipal agreements or other documents requested by the Tenant to obtain permits or approvals or otherwise carry out any Tenant Improvements, provided the Landlord shall incur no obligations or liability, financial or otherwise unless the Tenant has agreed to indemnify and save harmless the Landlord with respect thereto.

(3) The Tenant shall at all times retain ownership of all Tenant Improvements and Trade Fixtures, and may, in its sole discretion and shall, if so required pursuant to Section 12.2, remove or cause to be removed any and all Tenant Improvements and Trade Fixtures, chattels and other personal property on the Premises from time to time, whether or not same are or are deemed at law to be fixtures, during the Term. If the Tenant removes any Tenant Improvements, Trade Fixtures or other improvements or equipment located beneath the surface of the Premises, the Tenant will be responsible to backfill any excavation or hole with clean fill and compact the area adequately. All Tenant Improvements made by the Tenant or any other Person on or to the Premises paid for by the Tenant or such other

Person shall at all times, subject to any agreement between the Tenant and such other Person, remain the property of the Tenant or such other Person for the purposes of depreciation, amortization or capital cost allowance under the *Income Tax Act* (Canada) or other Laws.

(4) If any Tenant Improvement desired to be made by the Tenant includes a requirement for a rezoning or change to the official plan or a variance of a zoning by-law in respect to the Premises or the Lands, the Tenant shall be entitled to make any applications in respect thereto provided that no such amendment shall adversely affect the value of the Lands or the Premises and no such amendment shall result in a use of the Premises which is a Prohibited Use or does not permit the use of the Premises for retail uses (and the Landlord will promptly co-operate to the extent necessary or desirable), provided the Landlord shall incur no obligations or liability, financial or otherwise unless the Tenant has agreed to indemnify and save harmless the Landlord with respect thereto. The Tenant shall be responsible for all expenses related to any such rezoning or official plan amendment(s). At the request of the Tenant, the Landlord shall provide a blanket approval, power of attorney or other document as may be necessary to eliminate the need for the Landlord to execute separate documents in connection with variances of zoning by-laws from time to time.

(5) All Tenant Improvements shall be performed at the Tenant's expense, promptly and in a good and workmanlike manner using new materials and equipment, and by competent contractors or workmen. In making the Tenant Improvements, the Tenant may salvage any material or equipment which is removed or replaced during the making of such Tenant Improvements.

(6) Basic Rent shall not be increased or decreased as a result of any Tenant Improvements.

(7) The Landlord shall, within thirty (30) days following receipt of notice of or a request for consent to a Tenant Improvement, advise the Tenant of the terms upon which the Landlord would be willing to fund the cost of the Tenant Improvement and lease the Tenant Improvement to the Tenant, including, without limitation, the Basic Rent payable by the Tenant for the lease of the Tenant Improvement. The Tenant shall, within thirty (30) days following the Landlord's proposal, be entitled to accept or reject any such proposal, in its sole and unfettered discretion.

(8) If the Tenant wishes to proceed with the Tenant Improvement, but chooses to pay for the Tenant Improvement at its sole cost, additional Basic Rent shall not be required to be paid as a result.

(9) The Tenant shall be responsible for all expense increases resulting from or attributable to any Tenant Improvement, if any (including, without limitation, Realty Taxes, increased Landlord insurance premiums and utilities charges).

Section 6.3 Alterations by Landlord

Without limiting the generality of Section 11.1 and subject to the Tenant's other rights set out herein, during the Term the Landlord shall not be entitled to make any changes, modifications, demolitions or other alterations to the Premises or amend, modify, terminate or create any Permitted Encumbrance or make any changes to the Premises (including, without limitation, changes to roads or access) or to the title to the Premises and shall not be entitled to seek any rezoning, variance or official plan amendment in respect of the Premises, in each case, without the prior written approval of the Tenant, which may, subject to as hereinafter set forth, be withheld by the Tenant in its sole, absolute unfettered discretion. Notwithstanding the preceding sentence, if there are eighteen (18) months or less remaining in the Term (including any extension period where, at the relevant time, the Tenant's option to extend in respect thereof has been duly exercised) and the Tenant does not have or has not exercised any option it may have to further extend the Term, then the Tenant will not unreasonably or arbitrarily withhold or delay its approval and provided that the requested rezoning, variance or official plan amendment will not detrimentally impact on the Tenant's use and enjoyment of the Premises. The Tenant will cooperate and assist the Landlord to facilitate any of the foregoing by the Landlord. For greater certainty, in no event shall the Landlord be entitled to commence any physical work relating to any such rezoning, variance or official plan amendment prior to the expiry of the Term or the applicable Extension Term. The Landlord shall be entitled to make Alterations to the Lands outside the Premises, provided, subject to Section 2.2(3), such Alterations do not reduce or diminish the access to, or visibility of, or the Tenant's quiet enjoyment of, the Premises and the Parties hereby agree that the Landlord shall be entitled to construct a single storey building on the Lands outside the Premises, provided such single storey building complies with the other terms of this Lease and has its own parking facilities.

[redacted]

Section 6.5 Construction Liens

(1) The Tenant shall make all such payments and take all such steps as may be necessary to ensure that no construction liens or other lien or other charge or claim therefor or certificate of action or lawsuit in respect thereof is registered against the Lands or any portion thereof or against either the Landlord's or the Tenant's interest therein as a result of any work done for or services or material supplied to the Tenant or its Petroleum Agents, sublessees, licensees, sublicensees, franchisees, concessionaires, servants, agents, employees, suppliers and invitees and any other persons for whom the Tenant is in law responsible in respect of the Lands. The Tenant shall cause any such registrations to be discharged or vacated within ten (10) Business Days after written notice from the Landlord. The Tenant shall indemnify and save harmless the Landlord, its officers, directors, employees and agents from and against any liabilities, claims, liens, damages, costs, expenses, including reasonable legal expenses (on a substantial indemnity basis), arising in connection with any work done for or services or materials supplied to the Tenant in respect of the Lands. If the Tenant permits any such lien registration or fails to cause any such registration to be discharged or vacated as aforesaid then, in addition to any other rights of the Landlord, the Landlord may, but shall not be obliged to, discharge or vacate the same by paying the amount claimed to be due together with any other required amounts into court, and the amounts so paid and all costs incurred by the Landlord, in thus arranging for the discharging or vacating of any such lien shall be paid by the Tenant to the Landlord forthwith upon demand, together with interest on such costs calculated at the Prime Rate plus three percent (3%) per annum.

(2) The Landlord shall make all such payments and take all such steps as may be necessary to ensure that no construction liens or other lien or other charge or claim therefor or certificate of action or lawsuit in respect thereof is registered against the Lands or any portion thereof or against either the Tenant's or the Landlord's interest therein as a result of any work done or services or material supplied to the Landlord or to its servants, agents, employees, suppliers and invitees and any other persons for whom the Landlord is in law responsible. The Landlord shall cause any such registrations to be discharged or vacated within ten (10) Business Days after written notice from the Tenant. The Landlord shall indemnify and save harmless the Tenant, its officers, directors, employees, Petroleum Agents, agents, contractors, sublessees, licensees, sub licensees, concessionaires and franchisees from and against any liabilities, claims, liens, damages, costs, expenses, including reasonable legal expenses (on a substantial indemnity basis), arising in connection with any work done for or services or materials supplied to the Landlord in respect of the Premises unless undertaken by the Landlord in respect of work which it is the Tenant's responsibility to perform under this Lease. If the Landlord permits any such lien registration or fails to cause any such registration to be discharged or vacated as aforesaid then,

in addition to any other rights of the Tenant, the Tenant may, but shall not be obliged to, discharge or vacate the same by paying the amount claimed to be due together with any other required amounts into court, and the amounts so paid and all costs incurred by the Tenant in thus arranging for the discharging or vacating of any such lien shall be paid by the Landlord to the Tenant forthwith upon demand, together with interest on such costs calculated at the Prime rate plus three percent (3%) per annum.

ARTICLE 7
UTILITIES AND SERVICES

Section 7.1 Utilities and Services

The Tenant shall be solely responsible for and shall promptly pay or cause to be paid to the appropriate authority or supplier, all costs and charges for supplying electric current, gas, water, fuel, telephone and other utilities used on or in connection with the Premises, including, without limitation, the cost of utilities consumed in or with respect to the Premises, and the maintenance, repair and operation of heating, ventilation and air-conditioning equipment serving the Premises. If the Tenant fails to pay any such amounts and if the failure to do so would result in a charge, hypothec, lien or encumbrance attaching to the Landlord's interest in and to the Lands or the Premises, or any portion thereof, the Landlord may, after providing the Tenant five (5) Business Days prior notice of its intention to do so (and provided the Tenant does not then provide evidence to the Landlord of such payment within such five (5) Business Day period), the Landlord make such payment and the Tenant shall forthwith repay such amounts to the Landlord as Additional Rent with interest calculated at the Prime Rate plus three percent (3%) per annum.

Section 7.2 Tenant not to Overload Utility and Service Facilities

The Tenant will not install equipment that will exceed or overload the capacity or any utility facilities serving the Premises and agrees that if equipment installed by the Tenant requires additional utility facilities, they will be installed at the Tenant's expense.

Section 7.3 Non-Liability of the Landlord

The Landlord shall not be liable for any damages, direct or indirect, resulting from or contributed to by any interruption or cessation in supply of any utilities, provided that the Landlord shall be liable for any direct damage suffered by the Tenant, its officers, directors, employees, Petroleum Agents or franchisees, agents, contractors, sublessees, licensees, concessionaires and sub licensees which was caused by the negligence or wilful misconduct of the Landlord or those for whom the Landlord is in law responsible.

ARTICLE 8
STATUS AND SUBORDINATION OF LEASE

Section 8.1 Status Statement

The Tenant and the Landlord shall, within ten (10) Business Days after receipt of written request from the other party, execute an acknowledgement or certificate in favour of any actual or prospective purchaser, mortgagee or encumbrancer, or subtenant or licensee, acknowledging or certifying as to the status of this Lease, as to any modifications thereof, as to any breaches of covenant known to the party and as to the state of the Rent account, and such other matters as may be reasonably requested by the requesting party, with the intent that any such acknowledgement or certificate may be relied upon by the person to whom it is addressed.

Section 8.2 Subordination and Attornment

(1) Any and all mortgages, trust deeds and charges (any of which are herein called "**Mortgage**" or "**Mortgages**") on or in any way affecting the Lands or any part thereof now or in the future shall expressly be subject and subordinate to this Lease and the rights of the Tenant hereunder, including all renewals hereof. The Landlord shall at any time on notice from the Tenant cause the holder of any such mortgage, trust deed or charge (the "**Mortgagee**") to execute promptly on request by the Tenant any certificates, agreements or instruments of postponement as reasonably requested from time to time to postpone or subordinate such mortgage, trust deed or charge to this Lease and all of the Tenant's rights hereunder and to agree to permit the Tenant to continue in quiet possession of the Premises in accordance with the terms and conditions of this Lease so long as the Tenant is not in default hereunder. Subject as aforesaid, the Tenant agrees to attorn to and become the tenant of any assignee from the Landlord of the Landlord's interest under this Lease (including the holder of any such mortgage, trust deed or charge) upon the same terms and conditions as are set forth in this Lease and shall execute promptly on request any agreements or instruments of attornment to give effect to such attornment as shall be reasonably requested by the Landlord at any time and from time to time.

(2) Notwithstanding any other term of this Lease, a Mortgagee: (i) shall not be bound by any prepayments of Rent (except as expressly provided in this Lease) or any material amendments (except those amendments made prior to the date of the Mortgage), early termination or surrender of the Lease unless expressly provided for in this Lease or if the Mortgagee consents thereto; (ii) shall not be liable for any default of the Landlord under this Lease arising prior to the Mortgagee becoming a mortgagee in possession of the Premises or succeeding to the Landlord's interest in this Lease, except for defaults of a continuous nature; (iii) shall be responsible for the Landlord's obligations under this Lease only so long as the Mortgagee realizes on its security by entering into ownership,

possession or control of the Premises; and (iv) shall be provided by the Tenant, simultaneously with delivery to the Landlord, a copy of any notice to the Landlord alleging default by the Landlord of its obligations under this Lease.

ARTICLE 9
INSURANCE AND INDEMNITY

Section 9.1 Tenant's Right to Self-Insure

(1) During any period in which the Tenant (or an indemnifier pursuant to an indemnity agreement entered into by such indemnifier with the Landlord, so long as such indemnity agreement remains in full force and effect) has a credit rating of Investment Grade, the Tenant may, at its option, elect not to place any or all of the insurance otherwise required by this Article 9, and to self-insure in respect of the risks to which such insurance would otherwise pertain, provided that:

(a) the absence of insurance proceeds in any particular circumstance where, but for such right, the Tenant would have insured and proceeds would have been available shall not excuse the Tenant from or otherwise affect any of the other covenants or obligations of the Tenant under this Lease; and

(b) if the Tenant does insure, such insurance shall comply with the requirements of this Article 9.

(2) In this Lease, "self-insurance" shall mean that the Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and the Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease.

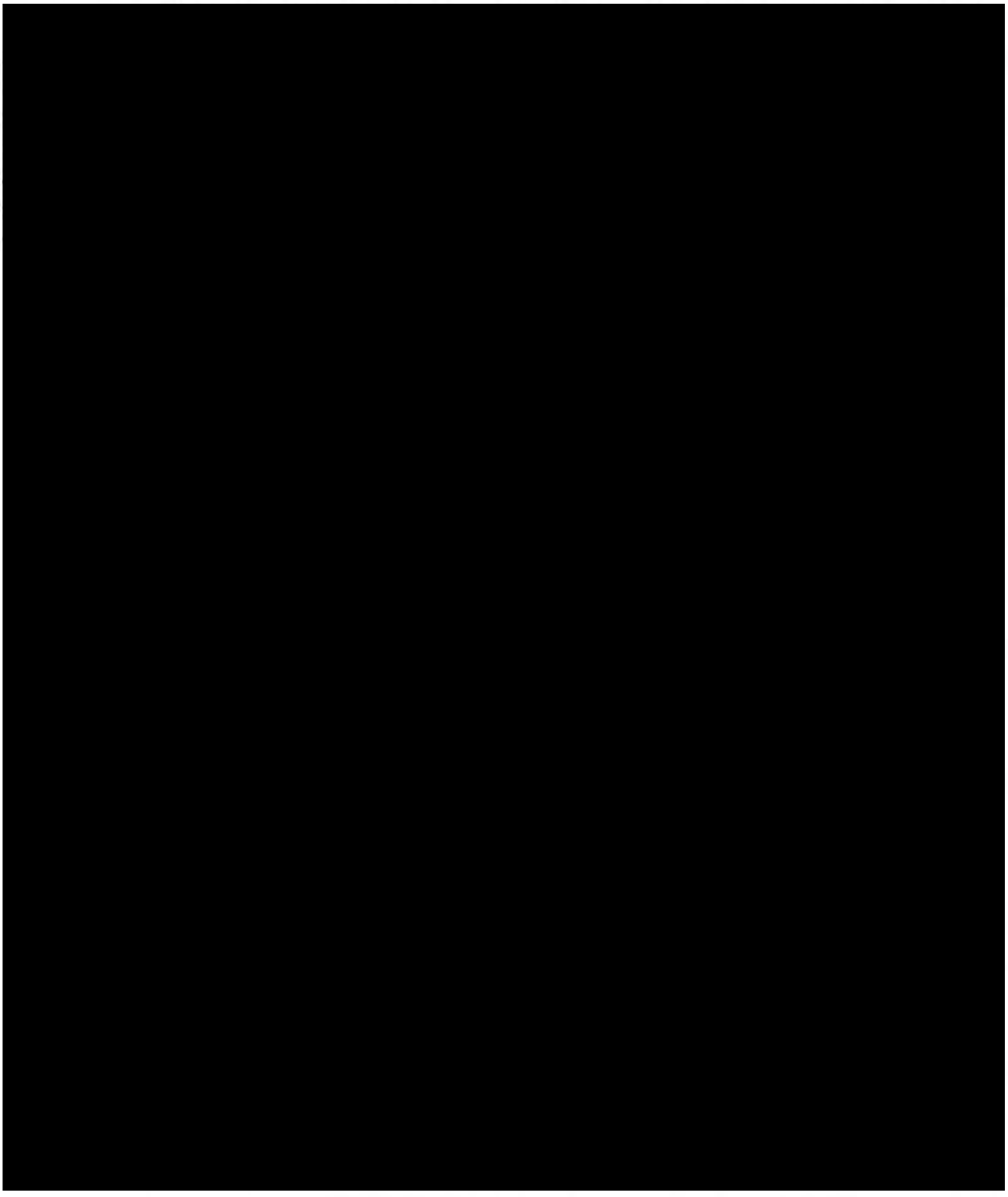
(3) All amounts which the Tenant pays or is required to pay and all loss or damage resulting from risks for which the Tenant has elected to self-insure shall be subject to the waiver of subrogation provision in Section 9.3 hereof and shall not limit the Tenant's indemnification obligations hereunder.

(4) In the event that the Tenant elects to self-insure and an event or claim occurs for which a defence and/or coverage would have been available from the insurance company had insurance been purchased, the Tenant shall:

(a) undertake the defence of any such claim, including a defence of the Landlord, at its sole cost and expense, and

(b) use its own funds to pay any claim or replace any equipment or other physical property or otherwise provide the funding which would have been available from insurance proceeds but for such election by the Tenant to self-insure.

Section 9.2 Maintenance of Insurance





Section 9.3 Conditions of Insurance

(1) Each of the Tenant's insurance policies, if any, shall name each of the Landlord and its mortgagee as an additional insured and/or loss payee (as appropriate) and shall be carried with reputable companies licensed to do business in the province in which the Premises is located. Without limiting the generality of the foregoing, each of the Tenant's insurance policies shall contain:

(a) the standard mortgage clause as may be required by any mortgagee, debenture holder or other secured creditor of the Landlord;

(b) a waiver by the insurer of any rights of subrogation or indemnity, or any other claim over, to which such insurer might otherwise be entitled against the Landlord or any person for whom the Landlord is in law responsible with respect to loss, damage and destruction to property;

(c) an undertaking by the insurer that no material change adverse to the Tenant and the Landlord or any mortgagee, debenture holder or other secured creditor of the Landlord will be made and the policy will not be

cancelled, except after not less than thirty (30) days' written notice to the Tenant and the Landlord and to any mortgagee, debenture holder or other secured creditor of the Landlord of the intended change, lapse or cancellation;

(d) a provision stating that the insurance policy shall be primary and shall not call into contribution any other insurance available to the Landlord;

(e) a joint loss endorsement or agreement, where applicable;

(f) a severability of interests clause and a cross-liability clause; and

(g) a waiver, in respect of the interests of the Landlord and any mortgagee, debenture holder or other secured creditor of the Landlord, of any provision in any such insurance policies with respect to any breach of any warranties, representations, declarations or conditions contained in the said policies.

(2) Subject to the provisions of Section 9.1, the Tenant shall, upon request by the Landlord, provide the Landlord with certificates of insurance evidencing the insurance required to be maintained by the Tenant hereunder.

(3) Notwithstanding anything to the contrary contained herein, the Landlord covenants with the Tenant that, unless this Lease is terminated pursuant to Section 13.3 hereof, all proceeds of such insurance payable in the event of loss, damage or destruction to the insured property shall be made available for the repair or rebuilding of the insured property, and if any of such proceeds are to be payable to a mortgagee, the Landlord covenants with the Tenant to require such mortgagee to agree in writing, or to be bound by the terms of its mortgage, to make all such proceeds available for such repair or rebuilding regardless of the existence of any mortgage default.

(4) The Landlord acknowledges and agrees that the insurance required to be maintained by the Tenant pursuant to this Article may be carried under a blanket policy, in which case the Tenant shall cause its insurers to furnish evidence, reasonably satisfactory to the Landlord, confirming that the insurance is in fact being carried and setting out relevant particulars of such insurance, it being acknowledged that in such case, the Landlord would not be a named insured but would be an additional insured and/or loss payee, as its interest may appear. Notwithstanding anything herein to the contrary, so long as the Tenant carries its insurance under a blanket policy, the Tenant will be deemed to be in compliance with Section 9.2 as long as such blanket policy provides insurance coverage which is not less than the insurance coverage required by Section 9.2.

Section 9.4 Tenant's Effect on Other Insurance

The Tenant shall not do or permit or omit to be done anything anywhere on the Premises which if the Tenant is then required to carry insurance pursuant to the terms hereof, might result in an actual or threatened cancellation of or adverse change in any insurance policy on the Premises.

Section 9.5 Landlord's Non-Liability

Except as otherwise specifically provided in this Lease, the Tenant agrees that the Landlord shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time in, on or about the Premises or any property owned by or being the responsibility of the Tenant or any of its servants, agents, customers, contractors or persons for whom the Tenant is in law responsible in, on or about the Premises, except to the extent that such death or injury or damage to property results from the wilful act or negligence of the Landlord, its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible. Without limiting the generality of the foregoing, the Landlord shall not be liable or responsible for any such injury, death, loss or damage to any persons or property caused or contributed to by any of the following: fire, explosion, steam, water, rain, snow, leakage, electricity or gas or by dampness or leaks from any pipes, appliances, plumbing works, roof, exterior walls or any other source whatsoever, and the Landlord shall not be liable or responsible in any way for any injury, death, loss or damage to any person or property caused by any occupants of any adjoining property or by the public or by the construction of any public, quasi-public or private works or utilities, except to the extent that such death or injury or damage to property results from the wilful act or negligence of the Landlord, its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible.

Section 9.6 Indemnity of the Landlord

To the extent not released pursuant to Section 9.10, the Tenant shall indemnify the Landlord and all of its servants, agents, beneficiaries, shareholders, officers, directors, trustees, unitholders, employees and persons for whom the Landlord is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, fines, suits, actions, damages, losses, costs, or expenses, including all reasonable legal fees and disbursements, arising from or to the extent contributed to by: (i) the use and operation of the Premises, (ii) any breach by the Tenant of any of the provisions of this Lease; (iii) any act or omission of the Tenant or any of its servants, agents, employees, invitees, contractors or persons for whom the Tenant is in law responsible on or about the Premises; (iv) any injury or death of persons, or any loss or damage to property of the Tenant or any of its servants, agents, employees, invitees or persons for whom the Tenant is in law responsible or any other persons in or on the Premises unless such injury or death, loss or damage results from the wilful act or negligence of the Landlord or any person for whom the Landlord is in

law responsible; or (v) any damage, destruction or need of repair to any part of the Premises caused by any act or omission of the Tenant or its servants, agents, employees, invitees or persons for whom the Tenant is in law responsible. Notwithstanding anything else herein, this indemnity shall survive the expiry or earlier termination of this Lease in respect of any event occurring during the Term. The indemnity contained in this Section 9.6 shall not extend to indemnify the Landlord in respect of loss or reduction of tax deductions, benefits, claims or exemptions incurred by the Landlord nor to any loss or reduction benefits otherwise receivable by the Landlord as a result of the incorrect characterization of this Lease by the Landlord for income tax, accounting or other purposes. Notwithstanding anything else herein, this indemnity shall survive the expiry or earlier termination of this Lease in respect of any event occurring during the Term.

Section 9.7 Indemnity of the Tenant

To the extent not released pursuant to Section 9.10, the Landlord shall indemnify the Tenant and its Affiliates and all of its servants, agents, beneficiaries, shareholders, officers, directors, employees, Petroleum Agents, subtenants, licensees, sublicensees, concessionaires, agents of the Tenant, contractors and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses or expenses, including all reasonable legal fees and disbursements, arising from or to the extent contributed to by (i) any breach by the Landlord of any of the provisions of this Lease or (ii) any act or omission of the Landlord or any of its servants, agents, employees, invitees, licensees, contractors and those for whom it is in law responsible, including without limitation, any act or omission of any person on the Premises at the request of the Landlord. Notwithstanding anything else herein, this indemnity shall survive the expiry or earlier termination of this Lease in respect of any event occurring during the Term. The indemnity contained in this Section 9.7 shall not extend to indemnify the Tenant in respect of loss or reduction of tax deductions, benefits, claims or exemptions incurred by the Tenant nor to any loss or reduction benefits otherwise receivable by the Tenant as a result of the incorrect characterization of this Lease by the Tenant for income tax, accounting or other purposes.

Section 9.8 Employees and Agents

Every indemnity, exclusion or release of liability and waiver of subrogation contained in this Lease for the benefit of either party hereto shall extend to and benefit all of its servants, agents, trustees, unitholders, employees, Petroleum Agents, subtenants, licensees, sublicensees, agents and others for whom it is in law responsible. Solely for such purpose, and to the extent that such party expressly chooses to enforce the benefits of this Section 9.8 for the foregoing persons, it is agreed that such party is the agent or trustee for such persons.

Section 9.9 Insurance

The parties hereby acknowledge and agree that insurance proceeds recovered from an insurer shall be used in the payment of claims arising pursuant to this Article 9 before any claim by one party against the other relating to any damage or loss that was caused or contributed to by the fault or negligence of such other party.

Section 9.10 Mutual Release

(1) The Landlord and the Tenant each hereby release and forever discharge the other from all actions, causes of action, claims, suits and obligations which it has or may hereafter have against the other for or concerning or by reason of, or in any way connected with or arising out of, or in consequence of, an occurrence in respect of which the releasing party is required by this Lease to have, or otherwise has, insurance or has elected to self-insure. For greater certainty, it is hereby stipulated that the within release shall apply whether or not the claim being released was a result of the negligence of the released party or of any person for whom it is responsible in law.

(2) Notwithstanding anything else herein contained, the benefit of the release contained in Section 9.10(1) cannot be claimed by any party which has not maintained the insurance that it is required to maintain in force pursuant to this Lease, and the release shall not, in any circumstance, apply to the excess of any claim above and beyond the limits of insurance that the releasing party maintained or is required by this Lease to maintain in force. For greater certainty, it is hereby stipulated that the release referred to Section 9.10(1) shall apply to the deductible paid by the releasing party pursuant to any policy of insurance held pursuant to the terms of this Lease.

(3) Nothing contained in this Section 9.10 shall affect the liability of the Landlord and the Tenant to a third party and each of the Landlord and the Tenant shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence respecting a claim brought by a third party against it.

ARTICLE 10
ASSIGNMENT AND SUBLETTING

Section 10.1 No Consent Required

So long as no Event of Default has occurred which is continuing, the Tenant may assign this Lease (including any remaining Options to Extend), may sublet or part with or share possession of all or any part of the Premises and may grant concessions, franchises, licenses or other rights to others to use all or any portion of the Premises (all of the foregoing being hereinafter referred to as a "Transfer"; a party making a Transfer is referred to as a "Transferor"; and a party taking a Transfer is referred to as a "**Transferee**") without the consent of the Landlord, provided that:

(a) the Landlord shall have been given written notice of the Transfer (in the case of an assignment or a sublease); it being acknowledged that the Tenant, will upon request by the Landlord provide the names of its Transferees, if any;

(b) subject to Section 10.4, the Tenant shall not thereby be released from any of their obligations hereunder but shall remain bound by all such obligations pursuant to this Lease for the balance of the Term nor shall the collection or acceptance of Rent from any assignee, subtenant or occupant constitute a waiver or release of the Tenant from any of its obligations or liabilities under this Lease;

(c) the term of any Transfer may not continue beyond the Term and any subtenant shall enter into an agreement with the Landlord agreeing to comply with the terms of this Lease and waiving any common law rights or statutory rights to retain the unexpired Term of the Lease, or any portion thereof or obtain any right to enter into any lease or other agreement directly with Landlord for the Premises or any portion thereof, or otherwise remain in possession of any portion of the Premises; and

(d) in the case of an assignment of this Lease, the Transferee shall enter into an agreement with the Landlord in writing to be bound by all of the Tenant's obligations under this Lease.

Section 10.2 Assignment by Landlord

(1) Subject to the provisions of Article 16, the Landlord shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the Premises and to assign this Lease and any interest of the Landlord pursuant to this Lease without any restriction, other than that the Landlord shall not be entitled to mortgage or otherwise encumber the Premises and/or assign this Lease as security except pursuant to a bona fide financing with an institutional lender and provided that the Landlord shall not be entitled to sell, lease, convey or otherwise dispose of the Premises or any portion therein except if it has complied with Article 16 and provided that any and all rights obtained as a result of such sale, lease, conveyance, mortgage, assignment or other disposition of the Lease, the Premises or the Landlord's interest therein shall be subject to the rights of the Tenant pursuant to this Lease.

(2) No mortgage shall be registered (a) before this Lease or a short form thereof or caveat in respect thereof is registered against title to the Lands or (b) the mortgagee, lender or such other secured party has entered into a non-disturbance agreement in the form required pursuant to Section 10.2(4), and in this regard, Tenant covenants, subject to applicable Laws, and where permitted

by the applicable land registry system, to register a short form, notice or caveat of this Lease forthwith after execution hereof.

(3) If there is a sale or other disposition by the Landlord of the Premises or any part thereof, or interest therein, or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, to the extent the assignee or purchaser agrees with the Tenant to assume, in writing, the obligations of the Landlord hereunder, thereupon and without further agreement, the Landlord shall be relieved of all further liability with respect to its covenants and obligations so assumed, provided the Landlord shall not be released from any defaults or liabilities which pre-date the relevant sale or disposition. If the Landlord absolutely disposes of its entire interest in the Premises, the Landlord shall cause the assignee or purchaser to assume, in writing all of the obligations of the Landlord as of the effective date of the assignment or purchase of the Premises.

(4) The Landlord shall not mortgage or otherwise encumber the Premises where such mortgage or encumbrance has priority over the Lease, without having obtained from the mortgagee, lender or such other secured party an undertaking and agreement in form satisfactory to the Tenant, acting reasonably, to observe and perform any and all of the obligations of the Landlord pursuant to the terms of this Lease when and if it takes possession of or otherwise realizes on its security, provided that any such mortgagee, lender or other secured party: (i) shall not be bound by any prepayments of Rent (except as expressly provided in this Lease) or any material amendments (except those amendments made prior to the date of such mortgage or encumbrance), early termination or surrender of the Lease unless expressly provided for in this Lease or if the mortgagee, lender or other secured party consents thereto; (ii) shall not be liable for any default of the Landlord under this Lease arising prior to the mortgagee, lender or other secured party becoming a mortgagee in possession of the Premises or succeeding to the Landlord's interest in this Lease, except for defaults of a continuous nature; (iii) shall be responsible for the Landlord's obligations under this Lease only so long as the mortgagee, lender or other secured party realizes on its security by entering into ownership, possession or control of the Premises; and (iv) shall be provided by the Tenant, simultaneously with delivery to the Landlord, a copy of any notice to the Landlord alleging default by the Landlord of its obligations under this Lease.

Section 10.3 Mortgaging of Leasehold Interest

The Tenant shall be entitled at any time and from time to time to grant leasehold mortgages, charges and debentures (floating or otherwise) or other similar liens or encumbrances of its interest in this Lease and in the Premises by way of assignment, sub-lease or otherwise, without having to obtain the Landlord's consent. Written notice of any such leasehold mortgage shall be delivered to the Landlord. In

such event, the Landlord hereby agrees for the benefit of such secured party or parties from time to time:

(a) That the Landlord will give to the secured party simultaneously with service on the Tenant a duplicate of any and all notices or demands given by the Landlord to the Tenant from time to time. Such notice shall be given in the manner and subject to the notice provisions of this Lease;

(b) Such secured party shall have the privilege of performing any of the Tenant's covenants in this Lease or of curing any default by the Tenant within the time specified in this Lease or of exercising any election, option or privilege conferred upon the Tenant by the terms of this Lease;

(c) The Landlord shall not terminate this Lease or the Tenant's right of possession for any default of the Tenant if within the period of time within which the Tenant might cure said default, said default is cured or caused to be cured by such secured party, or within the period of time within which the Tenant might commence to eliminate the cause of such default, such secured party commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch;

(d) No liability for the payment of Rent or performance of other obligations of the Tenant hereunder shall attach to or be imposed upon any such secured party, unless the secured party enters into possession of the Premises; and

(e) That in the event of the bankruptcy or insolvency of the Tenant, the said secured party shall be entitled (if the default is not remedied by the Tenant as provided for in the Lease), on written notice to the Landlord given within ten (10) days following termination of this Lease by the Landlord or trustee in bankruptcy to assume all obligations and rights of the Tenant under this Lease (which are not personal to Canadian Tire Corporation, Limited and any Affiliate of Canadian Tire Corporation, Limited) pursuant to an agreement with the Landlord in a form satisfactory to both parties acting reasonably.

If the holder of any such leasehold mortgage is entitled pursuant to its terms to enter into possession of the Premises, as a condition to such holder being entitled to such possession for a period in excess of sixty (60) days, it must pay all arrears of Rent and cure any other Events of Default, and in connection with any such possession (including for a term which is less than sixty (60) days), the holder must agree with the Landlord in writing that from and after the date of possession of the Premises by the holder, such holder will observe and perform all of the covenants and obligations of the Tenant contained in this Lease in accordance with the terms of this Lease, including the payment of all Rent due and payable in accordance with the terms hereof until possession is returned to the Tenant or the Landlord.

If this Lease is terminated as a result of a default under Section 14.1(1)(e) or (f), the said secured party shall be entitled, on written notice to the Landlord given within ten (10) days following termination of this Lease by the Landlord, to revive or require the Landlord to (and the Landlord shall, provided the secured party pays all arrears of Rent and cures any other Events of Default) grant a new lease to the secured party on the same terms and conditions as this Lease (including any Extension Terms if the secured party has a reasonably similar or better financial covenant than Canadian Tire Corporation, Limited as at the Commencement Date) and the secured party shall assume and be bound by all obligations and rights of the Tenant hereunder.

The Landlord will, if required by such secured party, execute and deliver an agreement in favour of such secured party to the foregoing general effect and in a form acceptable to the Landlord, acting reasonably.

Upon request of the Tenant, the Landlord shall execute and deliver a Landlord's waiver and/or access agreement to the Tenant lender whereby *inter alia* the Landlord agrees to subordinate or postpone its interest or rights in any of the Tenant's Trade Fixtures and chattels located on the Premises to such lender.

Section 10.4 Release of Tenant

(1) Notwithstanding anything to the contrary herein contained, the Tenant shall be released from its obligations and liabilities under this Lease in the event that the Tenant assigns this Lease to an assignee that then has a reasonably similar or better financial covenant than Canadian Tire Corporation, Limited had at the Commencement Date (hereinafter referred to as a "**Qualified Assignee**").

(2) If the Tenant wishes to assign this Lease to an assignee that is not a Qualified Assignee, the Tenant may do so provided that:

(i) the Tenant shall not be released from its obligations and liabilities under this Lease; or

(ii) provided that the assignee has forfeited all Options to Extend other than the first Extension Term after the then current Term (the "**First Post Assignment Extension Term**"), the Tenant shall be released from its obligations and liabilities under this Lease in respect of any Extension Term after the then current Term, other than with respect to (A) its obligations under Section 5.8 (which shall expire in accordance with **Error! Reference source not found.**, provided that the phrase "end of the Term" in **Error! Reference source not found.** shall be read to mean the "end of the First Post Assignment Extension Term") and (B) any of its Restoration Obligations.

(3) Notwithstanding anything to the contrary herein contained, the Tenant shall be immediately released from its obligations and liabilities under this Lease in the

event that the Tenant assigns this Lease and the Landlord and the assignee agree to an amendment of this Lease following such assignment. Following any assignment of this Lease, the Landlord shall be deemed to have acted reasonably in refusing to amend this Lease if such amendment shall result in the release of any Person of obligations in respect of this Lease.

(4) For clarity and notwithstanding anything to the contrary herein, in no event shall the Tenant be released from its obligations and liabilities under this Lease in respect of the period prior to the effective date of the assignment of the Lease.

ARTICLE 11
QUIET ENJOYMENT

Section 11.1 Quiet Enjoyment

The Landlord covenants, warrants and represents that it has full right and power to execute this Lease and to perform the covenants hereof on its part to be performed, and covenants that the Tenant shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, restrictive covenants, appurtenances and privileges belonging or in any way pertaining thereto in accordance with this Lease during the Term without any interruption or disturbance from the Landlord, or any person or persons lawfully claiming by, from or under the Landlord. The Landlord further represents, warrants, covenants and agrees with the Tenant as follows:

(a) to observe and perform all the covenants and obligations of the Landlord under this Lease;

(b) subject to the terms of any Permitted Encumbrance, to do nothing (or permit anything to be done) which would impede or have a detrimental impact on the Tenant's current access to the Premises during the Term; it being acknowledged, for greater certainty, that the foregoing is not intended to limit any of the Landlord's existing rights as an owner of any lands or premises other than the Premises;

(c) to promptly pay and discharge, on or before the times and in such manner as may be necessary to prevent any default which would give rise to any remedy which would result in interference with the interests of the Tenant in the Premises, all payments required to be paid pursuant to any contract, construction lien, lien, mortgage, charge or other similar encumbrance affecting the Premises (other than payments which are required to be paid by the Tenant pursuant to the terms of this Lease); and

(d) the Landlord is leasing all of its beneficial interest in the Premises, free and clear of any liens or encumbrances (other than the Permitted Encumbrances existing as at the Commencement Date and any other encumbrances or matters affecting the Premises as at the Commencement

Date) which derogate from the rights granted to the Tenant pursuant to this Lease.

Section 11.2 Default by Landlord

If the Landlord shall breach any warranty or fail to perform any covenant, agreement or obligation required to be performed by the Landlord under the terms of this Lease and such breach or failure shall continue for a period of fifteen (15) days after receipt by the Landlord of written notice thereof from the Tenant (except in the case of an Emergency when no notice or such shorter period of notice as is reasonable in the circumstances shall be sufficient) or if the Landlord shall fail to pay any sums due the Tenant hereunder, and such failure shall continue for a period of fifteen (15) days after receipt by the Landlord of written notice thereof from the Tenant, then the Tenant may, in addition to any of the Tenant's other rights set forth in this Lease cure any default or breach of warranty of the Landlord hereunder, and perform any covenant, agreement or obligation which the Landlord has failed to perform. Any sums expended by the Tenant in curing such default or breach of warranty and performing such covenant shall be paid by the Landlord to the Tenant upon fifteen (15) days written notice, together with interest thereon at the Prime Rate plus three percent (3%) from the date incurred by the Tenant until repaid by the Landlord provided that if the default or contingency cannot be cured with due diligence within such fifteen (15) day period and the Landlord has commenced to cure such default or contingency and proceeds diligently to cure such default with reasonable dispatch, then the Landlord shall be entitled to such longer period as may be necessary to cure such default or contingency.

ARTICLE 12
END OF TERM

Section 12.1 Vacating of Possession

Forthwith upon the expiry or earlier termination of the Term, the Tenant shall peaceably deliver to the Landlord vacant possession of the Premises in such condition in which the Tenant is required to maintain and keep the Premises during the Term pursuant hereto.

Section 12.2 Removal of Tenant Improvements, Trade Fixtures, Etc.

(1) At the expiry or earlier termination of the Term, the Tenant shall, (a) remove equipment (including fuel handling and storage equipment located on, above or below ground) relating to the gas bar, and decommission such equipment and the Premises, and remediate the Premises in accordance with all applicable Laws or remediation plans previously approved by the Landlord (and backfill excavations in accordance with Section 6.2(3)); and (b) if required by the Landlord, remove any Tenant Improvements and/or Trade Fixtures forming part thereof or located therein and in either case, it shall repair or cause to be repaired all damage or injury caused to the Premises resulting from such

removal and decommissioning. The Tenant may also, if not so required by the Landlord, remove such Tenant Improvements and Trade Fixtures as it chooses in its sole and absolute, discretion, and in such case, it shall repair or cause to be repaired all damage or injury caused to the Premises resulting from such removal. If at the expiry or earlier termination of the Term, the Landlord does not require the Tenant to remove any Tenant Improvements or Trade Fixtures, as aforesaid, and the Tenant does not determine to remove the same in its sole and absolute discretion, as aforesaid, the Landlord shall have no obligation in respect of any such Tenant Improvements, Trade Fixtures or any other property and may sell or destroy the same or have them removed or dispose of them in any other manner whatsoever as may be determined by the Landlord without incurring any liability to the Tenant or other Person; at the option of the Landlord, such Tenant Improvements, Trade Fixtures or any other property not removed at the expiry or earlier termination of the Term shall become the absolute property of the Landlord, without payment of any compensation therefor to the Tenant, and the Tenant shall transfer ownership of such Tenant Improvements, Trade Fixtures and other property to the Landlord, and such Tenant Improvements, Trade Fixtures and other property may thereafter be dealt with by the Landlord in such manner as it determines.

(2) If the Tenant is required under this Lease to restore or remediate the Premises or any portion thereof after the expiration of the Term, the Landlord shall permit the Tenant to continue to have access to the Property to the extent necessary, and during such period of access the Tenant shall continue to pay Rent and otherwise comply with the terms of this Lease.

Section 12.3 Overholding by Tenant

If Tenant remains in possession of all or any part of the Premises after the expiration of the Term with the consent of the Landlord (other than for the purposes of Section 12.2(2)) and without any further written agreement, or without the consent of the Landlord, this Lease shall not be deemed thereby to have been renewed, tacitly or otherwise, and the Tenant shall be deemed conclusively to be occupying the Premises as a monthly tenant if the Landlord did consent to the Tenant remaining in possession, or as a tenant at will if the Landlord did not consent to the Tenant remaining in possession, in either case on the same terms as set forth in this Lease so far as they are applicable to a monthly tenancy (except that annual Basic Rent shall be one hundred and twenty-five percent (125%) of that payable immediately prior to such expiration), until termination by either party by notice designating the date of termination, provided that said notice shall be given not less than ninety (90) days before said date of termination.

ARTICLE 13
DAMAGE AND EXPROPRIATION

Section 13.1 Damage to Tenant Improvements

(1) If there is damage to or destruction of the Tenant Improvements caused by fire, lightning, tempest or any other casualty whatsoever and this Lease is not terminated pursuant to Section 13.3 hereof, then, the following provisions of this Section 13.1 shall apply. The Tenant shall provide the Landlord with prompt written notice of any such material damage that shall have occurred.

(2) The Tenant shall forthwith commence with all reasonable diligence to reconstruct, rebuild or repair the Tenant Improvements and Trade Fixtures, as the case may be, to the same standards and extent to and for which it is responsible to construct and maintain the Premises and the Tenant Improvements under the terms of this Lease whether or not applicable insurance proceeds are sufficient to pay the expense thereof. The Landlord shall execute whatever documents may be required by the Tenant in order that all proceeds of insurance relating to the Premises shall be released to the Tenant to facilitate the reconstruction, rebuilding or repair of the Tenant Improvements and Trade Fixtures. If the amount of the applicable insurance proceeds exceeds the cost of the reconstruction, rebuilding or repair work, the excess shall be paid to the Tenant. All reconstruction, rebuilding or repair work shall be substantially completed or substantially performed (within the meaning of the applicable lien legislation in force in the province where the Premises is situated), subject to force majeure, within two (2) years after the date of the occurrence of the damage or destruction. There shall in no event be any abatement of Rent as a consequence of any damage or destruction, except to the extent that insurance proceeds with respect to rental payments by the Tenant pursuant to insurance carried by the Tenant are available and received by the Landlord to cover any such abated Rent.

Section 13.2 Restoration of Premises

If there is partial damage or destruction to or partial condemnation or expropriation of the Premises and/or Tenant Improvements, as applicable, and this Lease is not terminated pursuant to Section 13.3 hereof, the Tenant, in performing its repairs to the Premises and/or Tenant Improvements as required hereby, shall not be obliged to repair or rebuild in accordance with the plans or specifications for the Tenant Improvements as they existed prior to such damage or destruction, but shall repair or rebuild the same in accordance with plans and specifications prepared on behalf of the Tenant, and at its sole cost, and approved by the Landlord acting reasonably. In the event the Tenant requests the Landlord to confirm that the plans and specifications for the repair satisfy such requirements, the Landlord shall respond to such request, acting reasonably, within 10 Business Days or such longer period as may be reasonable under

the circumstances, failing which it will be deemed to have so confirmed. The Landlord shall be deemed to be acting unreasonably where it refuses to provide its approval to the Tenant's plans and specifications which are consistent with the plans and specifications for the Premises and/or Tenant Improvements as they existed prior to such damage or destruction or those for one of the Tenant's then prototypical gas bars. The Tenant shall be entitled to require an arbitration of the matter should the Landlord not so confirm.

Section 13.3 Option to Terminate

Notwithstanding anything to the contrary herein contained, if:

(a) during the last three (3) years of the Term; or

(b) during the last three (3) years of any Extension Term then in effect,

there is damage or destruction to or of the Premises or Tenant Improvements, which damage or destruction was not caused by the willful misconduct or negligence of the Tenant, such that, in the reasonable opinion of the Landlord and the Tenant, (1) the total area of the Tenant Improvements is damaged by 25% or more, or (2) customer access to the Premises is materially impeded for a period of 120 days or more and a reasonably acceptable alternate means of access cannot be provided, then the Tenant may, at its option, by written notice to the Landlord within sixty (60) days after the relevant determination, elect to terminate this Lease, whereupon (i) the Tenant shall, within 120 days from the Tenant's notice or such shorter period of time as may be specified in the Tenant's notice, surrender possession of the Premises, and (ii) all Rent and all other payments for which the Tenant is liable pursuant hereto shall be apportioned to the effective date of such termination.

Section 13.4 Expropriation of Premises

[redacted]

[redacted]

[redacted]

ARTICLE 14
DEFAULT OF THE TENANT

Section 14.1 Default and Remedies

(1) If any of the following shall occur (each an "**Event of Default**"):

(a) the Tenant fails, for any reason, to make any payment of Basic Rent as and when the same is due to be paid hereunder and such default continues for five (5) Business Days after written notice is given to the Tenant;

(b) the Tenant fails to make any other payments pursuant to the Lease (including Additional Rent), as and when the same is due to be paid and such default continues for fifteen (15) days after written notice is given to the Tenant;

(c) the Tenant fails, for any reason, to observe or perform any material obligation of the Tenant pursuant to this Lease (which will be deemed to include any obligations hereunder, the failure of which to observe or perform would result in a Material Adverse Effect) other than the payment of any Rent or other payments, and such default continues for twenty (20) Business Days after written notice thereof to the Tenant describing such failure in reasonable detail, or such longer period as is reasonably required to cure such default provided that the Tenant has commenced to cure such default within such period and is proceeding diligently to cure such default. The foregoing is without derogation to the Landlord's right to make a claim against the Tenant pursuant to Section 9.6 in connection with any such breach;

(d) the Tenant fails to maintain any required insurance, having regard in particular to Article 9 hereof and such default continues for three (3) Business Days after written notice is given to the Tenant;

(e) the Tenant makes an assignment for the benefit of creditors or becomes bankrupt or makes an application for relief from creditors or otherwise takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal or arrangement with creditors, or the Tenant shall admit in writing its inability to pay its debts as they mature, or steps are taken for the dissolution, winding up or other termination of the Tenant's existence or liquidation of its assets, unless such dissolution, winding up, termination or liquidation arises in connection with a corporate reorganization or amalgamation between the Tenant and another of the Tenant's Affiliates where this Lease is transferred to such other Affiliate, as the case may be;

(f) a trustee, receiver, receiver-manager, or similar person is appointed in respect of the assets or business of the Tenant, which is not discharged within ninety (90) days thereafter; or

(g) this Lease or any substantial portion of the property of the Tenant is at any time seized or taken in execution or by other process of law or is subject to any attachment by any creditor or claimants against the Tenant which remains unsatisfied for a period of thirty-five (35) days or more,

then, the then current and the next three (3) months' Rent (and applicable Sales Taxes) shall be forthwith due and payable and, in addition to any other rights or remedies to which the Landlord is entitled hereunder or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative, namely:

(a) to terminate this Lease by written notice to the Tenant;

(b) to enter the Premises as agent of the Tenant and as such agent of the Tenant to re-let the Premises for whatever term (which may be for a term extending beyond the Term) and on whatever terms and conditions as the Landlord may determine and without additional demand or notice and to receive the rent therefor and, as agent of the Tenant, to take possession of the Premises, and to make alterations or improvements to the Premises to facilitate their re-letting. Upon each such reletting, all Rent received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than Rent and applicable Sales Taxes due; second, to the payment of any reasonable costs and expenses of such reletting, including brokerage fees, legal fees and the costs of such alterations and repairs; third, to the payment of Rent and applicable Sales Taxes due and unpaid; and the residue, if any, shall be held by the Landlord and applied in payment of future Rent and applicable Sales Taxes as they become due and payable. If Rent and applicable Sales Taxes received from the reletting during any month is less than that to have been paid by the Tenant during the month, the Tenant shall pay the deficiency, which shall be calculated and paid monthly in advance on or before the first day of each and every month. Nothing done by the Landlord shall be construed as an election to terminate this Lease unless written notice of such termination is given by the Landlord to the Tenant and no notice given by the Landlord will constitute an election by the Landlord to terminate this Lease unless such notice specifically states so. If the Tenant fails to remove its inventory, Trade Fixtures and other property the Landlord may remove them and store same at the expense and risk of the Tenant and if the Tenant fails to pay the Landlord's costs of removal and storage within thirty (30) days after written notice specifying those costs, the Tenant will be considered to have abandoned its property and the

Landlord will be entitled to retain it or to sell or dispose of the Tenant's property for the Landlord's own benefit, without prejudice to Landlord's rights to pursue the Tenant for the recovery of all such costs incurred by the Landlord. If the Landlord relets without terminating, the Landlord may, at any time thereafter, elect to terminate this Lease for the previous Event of Default.

(c) to remedy any default of the Tenant in performing any repairs, work or other obligations of the Tenant hereunder, and in so doing, to make any payments due or claimed to be due by the Tenant to third parties and to enter upon the Premises, without any liability to the Tenant therefor and without constituting a re-entry of the Premises or termination of this Lease, and without constituting an actual or constructive eviction, in whole or in part, of the Tenant and without being in breach of any of the Landlord's covenants hereunder and without thereby being deemed to infringe upon any of the Tenant's rights pursuant hereto or imposing any liability on the Landlord or its representatives by reason of inconvenience to the Tenant or injury or interruption to the Tenant's business or otherwise, and, in such case, the Tenant shall pay to the Landlord forthwith upon demand all reasonable costs of the Landlord in remedying or attempting to remedy any such default plus ten percent (10%) of the amount of such costs for the Landlord's inspection, supervision and overhead. The Landlord shall give not less than seven (7) days' notice to the Tenant of its intention to enter for such purpose but may enter upon a shorter period of notice or without notice where in the Landlord's reasonable judgment there is real or apprehended Emergency or danger to persons or property; and

(d) to obtain damages from the Tenant including, without limitation, if this Lease is terminated, all deficiencies between all amounts which would have been payable by the Tenant for what would have been the balance of the Term, but for such termination, and all net amounts actually received by the Landlord for such period (all as damages for loss of bargain and not as a penalty).

(2) Any notice of a default given by the Landlord shall contain reasonable particulars of the default being alleged by the Landlord.

(3) No termination of this Lease by the Landlord as a result of the Event of Default shall be effective if the Tenant contests the existence of an Event of Default until such time as a final judgment is rendered by a court of competent jurisdiction (or an arbitration panel as the case may be) confirming the existence of such Event of Default, provided that the Tenant shall continue to observe and perform all of its covenants and obligations under this Lease, and shall pay Rent as it falls due, pending such final judgement.

(4) Nothing herein shall imply any obligation on the part of the Landlord to make any payment or perform any act required, and the exercise of the right to do so shall not constitute a release of any obligations or a waiver of any default.

(5) Whenever the Landlord re-enters the Premises, whether or not it terminates this Lease, it shall use its best commercial efforts to mitigate its damages.

[redacted]

Section 14.3 Costs

The Tenant shall pay to the Landlord forthwith upon demand all costs reasonably incurred by the Landlord, including, without limitation, legal expenses (on a substantial indemnity basis) and reasonable compensation for all out of pocket costs incurred by the Landlord, arising as a result of any default in the Tenant's obligations under this Lease.

Section 14.4 Distress and Tenant's Property

The Landlord hereby waives and relinquishes its right to distrain or to seize in any manner any goods or chattels on the Premises.

Section 14.5 Remedies Not Exclusive

Notwithstanding anything to the contrary herein contained, in lieu of or in addition to any of the foregoing remedies and damages, the Landlord may exercise any remedies and collect any damages available to it at law or in equity. If the Landlord is unable to obtain full satisfaction pursuant to the exercise of any remedy, it may pursue any other remedy which it has hereunder or at law or in equity.

Section 14.6 Refusal to Comply

If the Tenant is relying upon a provision of this Lease or at law in refusing to comply with any of its covenants herein contained (save and except for those covenants relating to the payment of Rent or compliance with the Tenant's environmental obligations hereunder) and the Landlord is subsequently successful in obtaining an order from a court or an arbitrator to the effect that the Tenant was not entitled to refuse to comply with such covenant, then the Tenant shall not be considered to have committed an Event of Default in refusing to comply therewith, unless the Tenant fails to diligently proceed to comply with same upon such order being obtained and being provided to it.

ARTICLE 15
ACCESS BY THE LANDLORD

Section 15.1 Access to Premises

(1) The Landlord shall have the right, but not the obligation (other than in connection with the performance by the Landlord of its obligations under Section 5.8(4)), to enter upon the Premises at any time during normal business hours and upon reasonable prior notice and accompanied by a representative of the Tenant (or at any time and without prior notice in the case of an Emergency) for any of the following purposes:

(a) to examine the Premises;

(b) to perform, at its own expense, but subject to the Tenant's prior right to approve, acting reasonably, the scope and other material terms thereof, all audits, assessments, evaluations, and reports respecting environmental performance and activities at the Premises, as may be reasonably necessary to enable Landlord to form a competent opinion on the level of compliance of the Tenant with respect to Environmental Laws and its obligations under this Lease in the event that the Landlord has a valid reason to suspect, acting reasonably, that there has been a material non-compliance with Environmental Laws. The Tenant shall be entitled to review and comment upon the results of any such audits, assessments, evaluations, and reports in their draft forms;

(c) during the last eighteen (18) months of the Term (provided the next Extension Term has not been exercised by the Tenant) to show the Premises to bona fide prospective tenants;

(d) at any time during the Term, to show the Premises to bona fide prospective purchasers, mortgagees or lenders; and

(e) to exercise any of the rights available to or perform any of the obligations of the Landlord pursuant to this Lease.

(2) Provided the Tenant receives reasonable notice as required herein, the Tenant agrees to make one of its representatives available to accompany the Landlord on the Premises during the exercise of its rights under Section 15.1.

(3) In exercising its rights under this Section 15.1, the Landlord shall use its best efforts to minimize any interference with the use and enjoyment of the Premises by the Tenant, its subtenants, licensees, concessionaires, sub licensees and Petroleum Agents.

(4) Notwithstanding anything to the contrary herein contained, when exercising its rights under this Lease to enter upon the Premises, the Landlord shall take all precautions reasonably required by the Tenant to protect the Premises, the contents thereof and the Tenant's business interests, having regard to the nature of the Tenant's business and shall not enter upon the Premises more often than is reasonably required. The Landlord acknowledges that the Tenant's business operations require special security and confidentiality arrangements and that the Landlord and its employees, agents and invitees will not have access without making arrangements with the Tenant reasonably satisfactory to the Tenant to address its concerns regarding security and confidentiality issues, provided that in the event of an Emergency, the Landlord may, if reasonable efforts to obtain authorized access to the Premises are unsuccessful, gain access, if necessary, to the Premises, and shall in any event, dependent upon the nature and circumstances of the Emergency, take all commercially reasonable security and confidentiality precautions having regard to the nature of the Tenant's business.

ARTICLE 16
RIGHT OF FIRST OFFER/RIGHT OF FIRST REFUSAL

Section 16.1 Right of First Offer

[redacted]

[redacted]

Section 16.2 Right of First Refusal

[redacted]





[redacted]

Section 16.3 Burden of Covenants

The burden of the covenants contained in Article 16 shall run with the Lands for the benefit of the Tenant's interest in this Lease and shall be binding upon the Lands and any Person who may from time to time acquire the Landlord's interest in any part of the Lands. Notwithstanding the foregoing or any other provision of this Lease, it is acknowledged and agreed that the benefit of the covenants contained in this Article 16 shall be subject to any pre-existing rights of first offer or refusal or other conflicting rights and shall be personal to Canadian Tire Corporation, Limited and any Affiliate of Canadian Tire Corporation, Limited to which it may assign all of its right, title and interest under this Lease, and the benefits of such covenants shall not extend or be assignable to or capable of being exercised by any other Person, including without limitation any mortgagee or other secured party described in Section 10.3. For clarity, the burden of the covenants contained in this Article 16 shall continue to run with the Lands for the benefit of the Tenant following an assignment of the Lease pursuant to Section 10.4(1) or Section 10.4(2)(i) hereof.

[redacted]



ARTICLE 17
ARBITRATION

Section 17.1 Arbitration

(1) Where a party is permitted pursuant to the provisions of this Lease to refer a matter to arbitration for determination, after a party gives notice that it is referring such matter to arbitration, the provisions of subsection (3) below shall apply.

(2) In the event of a dispute between the parties as to the interpretation of any provision of this Lease or the application of any provision hereof to any particular circumstances, either party shall be entitled to give to the other party notice (the "**First Notice**") that it wishes to refer such dispute to arbitration. Within fifteen (15) days of receipt of the First Notice, the other party shall give notice in writing either that it agrees or does not agree to refer the dispute to arbitration. If that party fails to give said notice within the said fifteen (15) days, it shall be deemed to have agreed to refer the dispute to arbitration. If, following the giving of the First Notice by one party, the other party agrees or is deemed to have agreed to refer a dispute to arbitration, in accordance with the foregoing, the provisions of subsection (3) below shall apply, and the parties covenant that any disputes referred to arbitration shall be so decided by arbitration alone and not by recourse to any Court or by any other action.

(3) If a matter or dispute is to be referred to arbitration pursuant to the foregoing provision of this Section, the parties shall negotiate in good faith to agree upon a single arbitrator to arbitrate the matter in dispute. If the parties are unable to agree upon the arbitrator within ten (10) Business Days following the date of the

notice, then either party may make application to a Judge of a Court in the jurisdiction where the Premises is located, or such other official as may have jurisdiction from time to time under the applicable arbitration legislation in force in the province where the Premises is located, in accordance with the provisions of such legislation, for the appointment of the arbitrator. The applicable arbitration legislation in force in the province where the Premises is located shall govern the appointment of the arbitrator. Within fifteen (15) days of the appointment of the arbitrator, the party who delivered the First Notice (the "**Initiator**"), shall deliver to the other party and to the arbitrator a statement (the "**Statement of Claim**") describing the facts supporting its position, the points at issue and the relief sought. The responding party shall deliver to the Initiator and to the arbitrator a responding statement within fifteen (15) days from the receipt of the Statement of Claim. The costs or arbitration shall be apportioned between the parties hereto as the arbitrator may decide. The language to be used in the arbitration proceedings shall be English. Neither party shall be deemed to be in default in respect of the dispute which is the subject of the arbitration so long as the arbitration is proceeding. The arbitrator shall be instructed to render his decision as quickly as possible. The decision of the arbitrator shall be final and binding upon the parties and the parties agree not to appeal or challenge the decision of the arbitrator. All documents and proceedings with respect to the arbitration are to be kept confidential by each of the parties.

ARTICLE 18
MASTER LEASE

Section 18.1 Master Lease

(1) Where the Landlord holds its interest in the Premises by way of a lease (hereinafter referred to as a "**Master Lease**"), the Landlord shall provide the Tenant with a copy of the Master Lease and the Tenant acknowledges and agrees that notwithstanding anything herein to the contrary:

(a) the Tenant's use and occupation of the Premises shall in all respects be subject to the applicable terms and conditions of the Master Lease;

(b) the Tenant shall not do, omit to do or permit to be done any act or thing upon the Premises which would cause a breach of any of the Landlord's obligations under the Master Lease; and

(c) the Tenant shall perform or cause to be performed with respect to the Premises all of the covenants of the Landlord as tenant under the Master Lease, except as otherwise expressly provided herein.

(2) The Landlord covenants with the Tenant:

(a) to pay all rent reserved under the Master Lease, except to the extent that the Landlord directs the Tenant to pay Rent directly to the landlord under the Master Lease;

(b) to perform and observe all of the obligations of the Landlord as tenant under the Master Lease, except to the extent that the Tenant is responsible for the performance and observance of such obligations pursuant to this Lease;

(c) to enforce for the benefit of the Tenant and other lawful occupants of Premises the obligations of the landlord under the Master Lease, with the intent that the benefit of such covenants shall extend to the Premises and be enjoyed by the Tenant and its permitted successors and assigns and subtenants and other occupants of the Premises; and

(d) not to terminate the Master Lease before the expiration of the Term without the prior written consent of the Tenant, which consent may be arbitrarily withheld.

(3) Notwithstanding the above and except as otherwise set out herein, the Landlord does not assume or agree to perform for the benefit of the Tenant or for any of its permitted successors or assigns or subtenants or other occupants of the Premises any of the duties of the landlord under the Master Lease. If the Tenant desires to enforce the duties of the landlord under the Master Lease, the sole obligation of the Landlord shall be to use its best efforts to cause the landlord under the Master Lease to perform such duties.

ARTICLE 19
MISCELLANEOUS

Section 19.1 Waiver

The waiver by either party of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. No covenant, term or condition of this Lease will be deemed to have been waived by a party unless the waiver is in writing signed by such party.

Section 19.2 No Partnership

The Landlord does not, in any way, or for any purpose, become a partner of the Tenant in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with the Tenant. No acts of the parties hereto shall create a relationship between the parties other than that of landlord and the tenant.

Section 19.3 Force Majeure

If, from and after the Commencement Date, either party is bona fide delayed or hindered in, or prevented from, the performance of an act or compliance with a covenant or satisfying a condition required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of the act will be excused for the period of the delay and the period for the performance of the act will be extended for a period equivalent to the period of the delay. However, the provisions of this Section 19.3 do not cancel, postpone or delay the due date of a payment to be made by the Tenant hereunder, or operate to excuse the Tenant from prompt payment of Basic Rent, Additional Rent or other payments required by the terms of this Lease.

Section 19.4 Arbitrary Action

Whenever this Lease contemplates the Landlord or the Tenant being able to act arbitrarily or in its discretion in any matter whatsoever, the Landlord or the Tenant shall be entitled to take into account and base its actions upon whatever reasons the Landlord or the Tenant determines to be appropriate in the circumstances, which reasons may not meet the standard of objective reasonableness.

Section 19.5 Confidentiality

Subject to the balance of this Section, the Landlord hereby agrees that the terms of this Agreement and all information referable to the private internal affairs of the Tenant and the Premises received by or on behalf of the Landlord, or any one of its officers, directors, servants, agents, shareholders or partners, shall be considered to have been received on an absolutely confidential basis, and shall not be disclosed, exploited or made accessible to any other persons whatsoever, or used for its own benefit or for the benefit of its officers, directors, servants, agents, shareholders or partners and either while this Lease is in force or at any time thereafter.

Nothing in this section shall preclude disclosure of information on a confidential basis:

(a) subject to reasonable notice to the Tenant, in pleadings or in evidence in the course of any legal or administrative proceedings under circumstances whereby such person is obliged to disclose such information; or

(b) as may be required by law or by any governmental authority having jurisdiction over such person and being entitled in law to receive such information.

The Landlord agrees to instruct its agents, employees, advisers and consultants to comply with the provisions of this Section 19.5.

If the Landlord is requested pursuant to any legal process to disclose any of such information, the Landlord will provide the Tenant notice to such effect and at the request of the Tenant will co-operate with the Tenant in seeking injunctive relief against the disclosure of such information.

The Landlord acknowledges and agrees that any breach of this Section 19.5 would result in irreparable harm to the Tenant and that damages would be an inadequate remedy. In the event of a breach or threatened breach of this Section 19.5, the Tenant shall be entitled to an injunction restraining any such breach, in addition to any other rights or remedies it may have and the Landlord agrees not to oppose such injunction application.

Notwithstanding the foregoing and for clarity, nothing herein shall preclude the Landlord from disclosing any of the terms of this Lease, any other agreements solely between the Landlord and the Tenant or of any assumption agreements which have been entered into pursuant to the terms hereof: (i) if required by law; or (ii) to any of Landlord's agents, representatives, directors, officers and employees, solicitors, accountants, and other professional advisors (including auditors, real estate advisors, appraisers and the like), actual and potential lenders, purchasers and investors and each of their professional advisors or (iii) in any standard public disclosure document of a publicly traded trust or corporation.

Section 19.6 Notice

Any notice, demand, request, consent or other instrument required or permitted to be given under this Lease (in this Section 19.6 called a "**notice**") shall be in writing and delivered by courier or communicated by telecopier to the Address for Service of Notice on the Landlord if to the Landlord, or to the Address for Service of Notice on the Tenant if to the Tenant, all as provided in Schedule "A" hereof. Any notice shall be deemed to have been received upon the Business Day of delivery or upon the Business Day of transmission by telecopier unless such notice is delivered or transmitted after 4:00 p.m. on a Business Day, in which event the notice shall be deemed to have been received on the next Business Day. A party may at any time give notice in writing to the other party of a change in the Address for Service of Notice on it. For greater certainty, notice given by the Landlord to the Premises shall not constitute notice for the purposes hereof.

Section 19.7 Registration

Neither party shall register this Lease. Upon the request of either party hereto the other party will join, and where applicable the Landlord will cause its nominee to join, in the execution of a notice or short form or a caveat respectively of this Lease and/or of the Tenant's right of first refusal and right of first offer in Article

16, along with affidavits of execution where required, solely for the purpose of registration in the proper land registry or land titles office. Such notice, caveat or short form of this Lease will be approved as to form by each party, acting reasonably, and will set out only the parties, the Premises, the Term, the rights of renewal or extension of the Term and the Tenant's right of first offer and right of first refusal and other rights in Article 16, unless the parties otherwise agree or the applicable law requires. All costs related to such registration are to be paid by the party requesting registration. In the event of any conflict between the terms of this Lease and the terms of such notice, caveat or short form, the terms of this Lease shall prevail.

Section 19.8 Tenant/Landlord Liability

If there shall be more than one party comprising the Tenant or the Landlord, they shall all be bound jointly and severally by all of the terms, covenants and agreements contained in this Lease.

Section 19.9 Successors and Assigns

All rights and liabilities herein given to, or imposed upon, the respective parties hereto extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the parties.

Section 19.10 Amendments

The Lease shall not be modified without the prior written approval of the Landlord and the Tenant.

Section 19.11 Canadian Funds

All rents and other amounts payable under this Lease by the Tenant shall be payable in lawful money of Canada.

Section 19.12 Survival

The covenants, agreements, obligations and liabilities of each of the Landlord and the Tenant contained in this Lease shall to the extent expressly set out herein survive the expiration or earlier termination of this Lease and shall continue in full force and effect thereafter.

Section 19.13 Planning Act

This Lease is entered into subject to compliance with the applicable provisions of the subdivision control legislation in the province where the Premises is located. If any consent or approval is required to be obtained from any governmental authority to effect compliance with such legislation, then until such consent or approval is obtained, the Term of this Lease shall be limited to such reduced period as may be

required in the applicable province to permit this Lease to be in compliance with such legislation.

Section 19.14 Premises Located in Quebec

For Premises situated in the Province of Quebec, the Tenant hereby waives any right which it might have or sign at any time pursuant to Article 1854 (second paragraph) and 1883 of the *Civil Code of Quebec* or any replacement legislation, except as provided in Section 10.4.

Section 19.15 Counterparts and Execution

This Lease may be executed in any number of counterparts with the same effect as if the parties of this Lease had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Lease may be executed by facsimile transmittal facilities.

Section 19.16 Limitation of Liability

If Landlord or any assignee of the beneficial rights of Landlord is ever a Real Estate Investment Trust (a "**REIT**"), then Tenant acknowledges and confirms that the obligations of Landlord hereunder are not and will not be binding on a trustee of the REIT, any registered or beneficial holder of one or more units of a REIT ("**Unitholder**") or any annuitant under a plan of which such a Unitholder acts as trustee or carrier, or any officers, employees or agents of the REIT and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing but recourse shall be had against the assets of the REIT only. Any obligation of the REIT set out in this Lease shall to the extent necessary to give effect to such obligation be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT only.

Section 19.17 Non-Recourse

If the beneficial owner of the Premises is a Person other than the registered owner of the Lands, the Tenant's recourse to such beneficial owner hereunder shall be limited only to such beneficial owner's right, title and interest in and to the Premises and all rights appurtenant thereto and all proceeds resulting therefrom.

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SCHEDULE A
PROPERTY SPECIFIC TERM SHEET

The following is a summary of the property specific terms of this Lease. For details of the terms referred to below, reference should be had to the balance of this Lease. If a conflict occurs between the provisions of this Schedule A and any other provisions of this Lease, the terms of [this Schedule A] shall govern.

Municipal Address of the Building: 25 - 1063 Talbot Street, St. Thomas, ON

Legal Description of the Lands:

PIN 35188-0019 (LT)

PT LT 6 CON 9 YARMOUTH PT 5, 26 11R7558 T/W & S/T E411826; ST. THOMAS

Initial Term: **12** Years, **7** Months, **12** Days

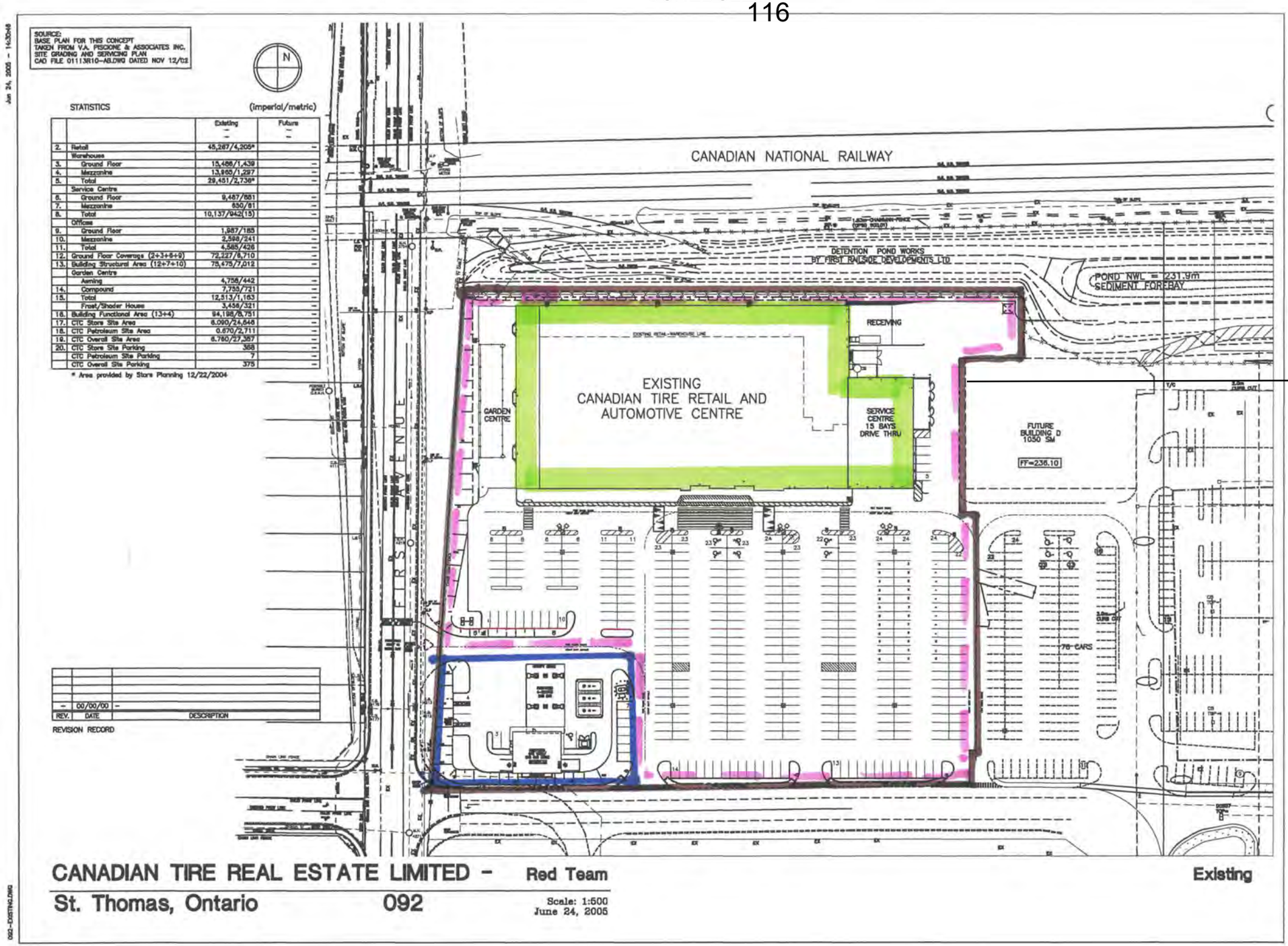
Commencement Date: October 22, 2013

Extension Term: **7** consecutive **5** year periods and **1** period of **1** years, **4** months, **19** days.



Address for Service of Notice to the Tenant:
Canadian Tire Real Estate Limited
2180 Yonge Street
15 Floor S
P.O. Box 770
Station K
Toronto, ON M4P 2V8
Attention: President
Fax: 416-480-3990
Phone: 416-480-8044

Address for Service of Notice to the Landlord:
CT REIT Limited Partnership
c/o CT REIT GP Corp.
2180 Yonge Street
15 Floor S
Toronto, ON M4P 2V8
Attention: Chief Executive Officer
Fax: 416-480-3990
Phone: 1-855-770-7348



outline of Lands indicated in brown

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date and year first above written.

CANADIAN TIRE CORPORATION, LIMITED

Per: _____
Name: Kenneth Silver
Title: *Authorized Signing Officer*

Per: _____
Name: Eleni Damianakis
Title: *Authorized Signing Officer*

We have the authority to bind the corporation

CT REIT LIMITED PARTNERSHIP, by its general partner CT REIT GP CORP.

Per: _____
Name: Kenneth Silver
Title: *Authorized Signing Officer*

Per: _____
Name: Louis Forbes
Title: *Senior Vice-President, Finance*

We have the authority to bind the corporation

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including (without limitation) subdivision agreements, development agreements and similar agreements.

2. Registered easements for the supply of utilities or telephone services to the Lands and for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto not registered on title to the properties, including without limitation, agreements, easements, licences, rights-of-way and interests in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas, steam and water mains or electric light and power, or telephone telegraphic conduits, poles, wires and cables.

3. Registered easements or rights-of-way for the passage, ingress and egress of persons and vehicles over parts of the Lands, provided same do not materially and adversely impair the use of the Lands for the purpose for which it is presently held or used or the value or marketability thereof.

4. Any easements or rights of way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner, provided same do not materially and adversely impair the use of the Lands for the purpose for which it is presently held or used or the value or marketability thereof.

5. Any liens for realty taxes or public utility rates or charges or any undetermined or inchoate liens for realty taxes or public utility rates or charges which have accrued but are not yet due and any undetermined or inchoate liens incidental to current construction or operations which have not yet been registered against the Lands in accordance with applicable law or of which written notice has not at this time been duly given in accordance with applicable law or which relate to obligations not yet due or delinquent.

6. Minor encroachments and illegal views by the Lands over neighbouring lands, provided same do not materially and adversely impair the use of the Lands for the purpose for which it is presently held or used or the value or marketability thereof.

7. Title defects or irregularities which are of a minor nature, provided same do not materially and adversely impair the use of the Lands for the purpose for which it is presently held or used or the value or marketability thereof.

8. Any minor title defects, irregularities or encroachments, rights of way or other discrepancies in title or possession relating to the Lands, as would be disclosed by any up-to-date plan of survey of the Lands and the improvements noted thereon.

9. Any rights of expropriation, access or user or any other similar rights conferred or reserved by or in any statutes of Canada or the Province or Territory where the Lands are located.

10. Unregistered liens, charges, adverse claims, security interests or other encumbrances of any nature claimed or held by Her Majesty the Queen in Right of Canada or any Province or Territory where the Lands are located or by any municipality or other governmental department, agency or political subdivision thereof.

11. The reservations, limitations, provisos, conditions, restrictions and exceptions (including, without limitation, royalties, reservation of mines, mineral rights, access to navigable waters and similar rights) expressed in the letters patent or grant from the Crown, as varied by statute, of the Lands and any statutory limitations, exceptions, reservations and qualifications.

12. Zoning, land use and building restrictions, bylaws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities, including, without limitation, municipal by-laws and regulations and airport zoning regulations, provided same have been complied with.

13. Subject to Section 44(1), 6, 7, 8, 9, 10 and 12 of the *Land Titles Act* (Ontario), Section 23(1) of the *Land Title Act* (British Columbia), Sections 73(1) inclusive of the *Land Registration Act* (Nova Scotia) and equivalent provisions in the other Provinces where the Premises are situated.

14. Leases and registrations, notices, memorials or caveats with respect to this Lease and leasehold mortgages, hypothecs or security interests relating to any tenant of the Lands secured by such tenant's interest in its lease.

15. Lease registrations, notices, memorials or caveats with respect to expired or terminated leases.

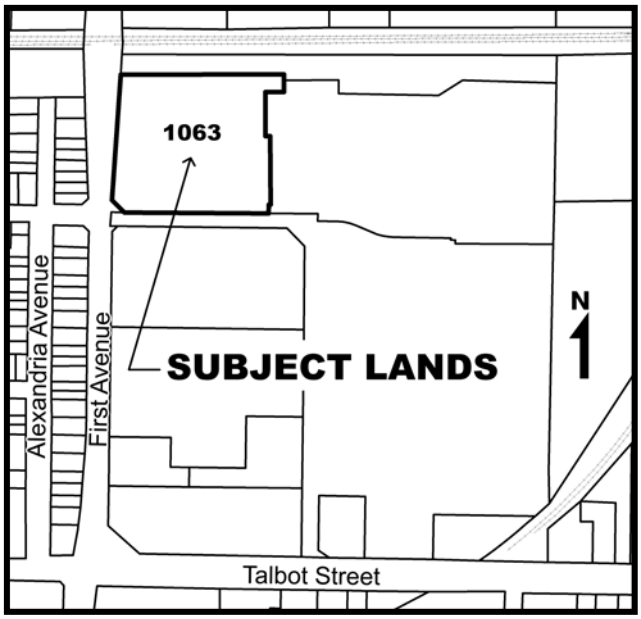
16. Encumbrances in any personal or moveable property granted by the Tenant in the ordinary course of business in connection with the Lease, placement or purchase of such personal or moveable property.

17. All encumbrances and other matters existing as of the Commencement Date.

ST. THOMAS THE RAILWAY CITY	**Report No.:** B05/2025
Directed to: Members of the Committee of Adjustment	**Meeting Date:** 01/22/2026
Department: Planning & Building Services Department **Prepared by:** Steve Craig, Senior Planning Technician	**Attachment:** Location Plan and 2020 Aerial Photograph
Location: 1063 Talbot Street (Concession 9, Yarmouth, Part Lot 6, RP11R-7558, Parts 5 and 26)	
Applicant: Canadian Tire Properties Inc.	
Subject: Request for a consent pursuant to Section 53 of the Planning Act, R.S.O, as amended	
Recommendation: That: Report B05/2025 relating to an application for a consent at 1063 Talbot Street be received for information.	

Proposal:

Canadian Tire Properties Inc. is requesting consent to enter into a lease agreement for more than twenty-one years, pursuant to Section 50(3) of the Planning Act. The limits of the area subject to the lease agreement are shown as, Part 1 on the Draft R-Plan, prepared by AGM, dated October 17, 2025, and accompanying the application.



Provincial Planning Statement, 2024 (PPS):

- The Provincial Planning Statement provides directions on matters of Provincial interest related to land use planning and development. Decisions by planning authorities (i.e. Committee of Adjustment) that require approval under the Planning Act must be consistent with the PPS.
- The requested consent is consistent with policies of the PPS in respect to:
  - ✓ Settlement areas shall be the focus of growth and development (Policy 2.3.1 (1.)).
  - ✓ Land use patterns within settlement areas should be based on densities and a mix of land uses which: efficiently use land and resources (2.3.1(2)(a)).
- The requested consent is consistent with the Provincial Planning Statement.

Planning Act, R.S.O. 1990, As Amended:

- The requested consent has regard to the criteria for considering a draft plan of subdivision, under Section 51(24) of the Planning Act, including matters of provincial and public interest ((a)(b)), conformity with the official plan (c), suitability of the land for the purposes for which it is to be subdivided (d) and adequacy of highways, utilities and municipal services ((e)(i)).

St. Thomas Official Plan:

- The subject lands are within the Power Centre designation, as shown on Schedule A (Land Use Plan) to the Official Plan, City of St. Thomas.
- A power centre comprises a collection of detached, free-standing buildings and structures on a large site with controlled access/circulation and ample shared parking on-site. The power centre may include a combination of single user and multi-user buildings (5.5.3.1 Power Centre Commercial).
- Permitted uses in a power centre include department store type merchandise facilities, specialty department store type merchandise facilities, home and auto supply store, food store, office supply and computer store, home improvement and related merchandise store and other service commercial uses i.e., banks, restaurants, other services, etc. (5.5.3.1 Power Centre Commercial).
- On-site parking and access/circulation facilities will be shared by the uses on the power centre site. Access to the power centre site will be controlled and designed to minimize the danger to vehicular and pedestrian traffic. Points of ingress and egress for a gas bar forming part of the power centre will be limited in number and designed with a suitable landscaped area between the gas bar and the adjacent street (5.5.3.5 and 5.5.3.6 Power Centre Commercial).
- Consents will be granted only if it is apparent to the Committee of Adjustment that a plan of subdivision is unnecessary and the land in question can be serviced adequately (10.4.1 Consents). The proposed consent to enter a lease agreement for more than twenty-one years for the existing Canadian Tire gas bar area does not requires a plan of subdivision and existing services are adequate for the continued use of the subject lands.
- The requested consent conforms with the City of St. Thomas Official Plan.

St. Thomas Zoning By-Law 50-88:

- The subject lands are in the Power Centre Zone (C10-1), as shown on Zoning Map 11 to the City of St. Thomas Zoning By-Law 50-88, as amended. Permitted uses of the C10-1 zone include a retail store, home and auto supply store, retail food store, restaurant, drive-in restaurant, theatre, gas bar, automobile service business, business office, clinic, drug store, personal service shop, tavern, entertainment centre and uses accessory to the foregoing (15A.2).
- The C10-1 zone may consist of lots that are owned by one or more persons. Where the development of the land is approved under Section 41 (Site Plan Control) of the Planning Act and, pursuant to a consent subsequently given under Section 53 (Consents) of the Planning Act or pursuant to an approval or exemption subsequently given under Section 50 of the Condominium Act, any part of the land is conveyed or otherwise dealt with, the provisions of Section 15A (Power Centre Zone) and any other regulations of By-law 50-88 (St. Thomas Zoning By-law) are hereby deemed to apply to the land as a whole and to any building or structure thereon in the same manner and to the same extent as if the consent, approval or exemption was not given, so long as the land and building or structure thereon are used and continue to be used for the purpose for which the development was approved (15A.5.10).
- The requested consent conforms with the City of St. Thomas Zoning By-law.



Comments:

- The purpose of limiting lease agreements to 21 years is to prevent permanent divisions or interests in land indirectly with the use of long-term lease agreements, circumventing the planning process.
- Canadian Tire Properties Inc. are requesting consent from the Committee of Adjustment to enter into a lease agreement for more than twenty-one years, in support of the continued use of the existing gas bar located on the subject lands. The limits (Part 1, Draft R-Plan) of the lease agreement are identified with a black dashed line, on the 2020 aerial photograph accompanying the planning report.
- In support of the lease agreement the applicant obtained the services of a qualified professional (Torys LLP.) to provide a legal opinion that the gas bar tenant holds a contractual right of ingress and egress over common areas over the remaining portion of the subject lands sufficient to provide access to the gas bar premises via existing driveways and roadways. Based on Torys (LLP) legal opinion staff are satisfied that that the gas bar will have legal and secure access for the duration of the lease agreement.
- In staff's opinion Consent Application B05-2025 is consistent with the Provincial Planning Statement (PPS) and conforms with the City of St. Thomas Official Plan, Zoning By-law and satisfies the criteria of Section 51(24) of the Planning Act, R.S.O, as amended. Therefore, approval of the application is supportable, should the Committee of Adjustment approve Consent Application B05-2025 staff recommends the following condition:
  1) That the City of St. Thomas be provided with a copy of the Reference Plan.

Respectfully submitted,
Steve Craig,
Sr. Planning Technician

PLANNING & BUILDING SERVICES DEPARTMENT
t. (519) 633.2560 f. (519) 633.6581
9 Mondamin Street
St. Thomas, Ontario, N5P 2T9

CONFIRMATION OF AN APPLICATION FOR MINOR VARIANCE

December 19, 2025

Secretary-Treasurer, Committee of Adjustment
Attention: Sherry Steadman

Pursuant to By-Law 30-2015, a consultation meeting was held on November 4, 2025, with city staff and the applicant.

An application for a minor variance, regarding 3 Regent Street, was filed on December 19, 2025, and the required fee under Section 69 of the Planning Act has been provided.

Please contact the Planning & Building Services Department if you have any questions.

Yours truly,

Michelle Knieriem, MCIP, RPP
Manager of Planning Services

Clear Form

CORPORATION OF THE CITY OF ST THOMAS

COMMITTEE OF ADJUSTMENT

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

(Section 45 of the Planning Act, RSO, 1990, as amended)

OFFICE USE:	Date Application Received: Dec 19/25	Consultation Date: Nov 4/25
	Date Application Deemed Complete: Dec 19/25	

Application #: A01-26

APPLICATION IS HEREBY MADE TO:

City of St. Thomas **Committee of Adjustment Meeting Jan 22/26**
545 Talbot Street
St. Thomas ON N5P 3V7
Tel: (519) 631-1680 ext 4138 Fax: (519) 633-9019
Email: ssteadman@stthomas.ca

Please note that in accordance with By-Law 30-2015, consultation with the Planning and Building Services Department must take place prior to the submission of an application. After consultation, the application will be filed with the Assistant Secretary-Treasurer, together with the sketch referred to in Note 1 and $900 made payable to the City of St. Thomas. All information and materials submitted for the application shall be made available to the public, as indicated by Section 1.0.1 of the Planning Act, R.S.O. 1990.

Personal information contained on this form is collected under the authority of the Planning Act, R.S.O. 1990, as amended, and Ontario Regulation 200/96 and will be used for the purpose of processing this application.

1. Name of Owner(s) Beachglassholdinginc

   Address 242 Maple street , Port stanley , Ontario

   Postal Code N5L 1A5 Tel: 519-495-9295 e-mail: dallasposthumus@gmail.com

2. Name of Authorized Agent (if any) Baines Contracting Inc (MD Construction)

   Address 4978 East Rd, Port Stanley, ON

   Postal Code N5L 1J1 Tel: 519-631-9790 e-mail: info@mcconstruction1987.com

Note: Please specify to whom all communications should be sent: Owner ☐ Agent ☑

3. Nature and extent of relief from the Zoning By-law applied for:

   See Attached .

4. Reason why the proposed use cannot comply with the provisions of the Zoning By-law:

   address the residential driveway, deck and stairs.

5. Location of Land:

Concession No. _____ Lot(s) _____ Registered Plan No. 196 Lot(s) 12,13

Reference Plan No. _____ Part(s) _____

Geographic/Former Township St Thomas

Name of Street Regent Street No. 3

6. Dimensions of land affected:

Frontage See AGM Sketch Depth

Area Width of Street

7. Access to the subject land is by:

- ☐ a Regional Road
- ☐ a private road
- ☑ a Municipal road that is maintained all year
- ☐ a Municipal road that is maintained seasonally

8. Particulars of all buildings and structures on or proposed for the subject land (Specify ground floor area, gross floor area, number of storeys, width, length, height). Please specify use of existing structures.

Existing:

Residential

USE Residential

Proposed:

Multi Family - Triplex

9. Location of all buildings and structures on or proposed for the subject land (Specify distance from side, rear and front lot lines). Please specify use of proposed structure.

Existing:

Two dwelling units (Duplex), as shown on AGM sketch.

Proposed:

Three dwelling units (Converted Dwelling), as shown on AGM Sketch.

USE

10. Date of acquisition of subject land: 2025

11. Date of construction of all buildings and structures on subject land: 1905

12. Existing uses of the subject land:

Residential, Duplex Dwelling

13. Existing uses of abutting lands:

North: residential East: residential

South: residential West: residential

14. Length of time the existing uses of the subject land have continued:

1905

15. Services available (check appropriate space or spaces):

Water:

☑ Municipally owned and operated piped water system Other (Specify) _____

Sewage Disposal:

☑ Municipally owned and operated sanitary sewer system Other (Specify)_____

Storm Drainage

☐ Storm sewers Other (Specify)_____

16. Present Official Plan designation of the subject land:

Residential

17. Present Zoning of the subject land:

Third Residential Zone (R3)

18. Has the owner previously applied for relief (minor variance) under Section 45 of the Act in respect of the subject property?

yes ☐ no ☑

If the answer is yes, describe briefly (and if known, quote Application #)

_____

19. Is the subject property the subject of a current application for a consent under Section 53 or a plan of subdivision under Section 51 of the Planning Act, 1990?

yes ☐ no ☑ If so, state Application # and status_____

APPLICANT DECLARATION

By making this application, permission is hereby granted to any Municipal staff members and Municipal Planning Consultant to enter upon the premises described in this application at a reasonable time for the purpose of inspecting the property in relation to the proposed application and for distributing information concerning the same. This information is being collected pursuant to the Planning Act, Municipal Act, and Freedom of Information Act. The information contained herein will be distributed to bodies and agencies prescribed by legislation and regulation and also to interested parties.

If this application is signed by an agent or solicitor on behalf of an applicant, the owner's written authorization must accompany the application **(Appendix A)**. If the applicant is a corporation acting without an agent or solicitor, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Application information is collected under the authority of the Planning Act, R.S.O. 1990, c.P.13. In accordance with that Act, it is the policy of the City of St. Thomas to provide public access to all Planning Act applications and supporting documentation submitted to the City.

I Tom Baines, the Owner or Authorized Agent, hereby agree and acknowledge
(Print name of Owner or Authorized Agent)
that the information contained in this application and any documentation, including reports, studies and drawings, provided in support of the application, by myself, my agents, consultants and solicitors, constitutes public information and will become part of the public record. As such, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy* Act, R.S.O. 1990, c.M. 56, I hereby consent to the City of St. Thomas making this application and its supporting documentation available to the general public, including copying and disclosing the application and its supporting documentation to any third party upon their request.

Collection of Personal Information:
Personal information on this form is collected under the authority of Section 41 of the *Planning Act*, R.S.O. 1990 and Sections 8 (1) and 10 of the *Municipal Act*, 2001, as amended, and will be used to contact the owner, applicant and/or agent regarding the Committee of Adjustment Application. Questions about this collection should be directed to the City Clerk, 545 Talbot Street, St. Thomas, Ontario, N5P 2T9 (519) 631-1680.

AFFIDAVIT OR SWORN DECLARATION

I, [signature] of Port Stanley in the province of ON,
name of applicant — City
make oath and say (or solemnly declare) that the information required under Schedule 1 of Ontario Regulation 545/06 and provided by the applicant in this application is accurate, and that the information contained in the documents that accompany this application is accurate.
Sworn (or declared) before me at the St. Thomas on this 19 day of 12, 2025.
City — Day — Month — Year

[signature]
Signature of Owner or Authorized Agent

Dec 19/25
Date

[signature]
Signature of Commissioner of Oaths, etc.
Crystal Marie [illegible]
Province of Ontario, for the
Corporation of the City of St. Thomas.
Expires September 22, 2028.

Dec 19/25
Date

APPENDIX A – AUTHORIZATION OF OWNER

If the applicant is not the owner of the subject lands, please complete the owner authorization concerning personal information as set out below.

I, Dallas Posthumus, am the owner of the subject lands, and I authorize Baines Contracting, to act on our behalf as the agent for the submissions required for all matters relating to the subject lands, and to provide any of my personal information that will be included in this application or collected during the planning process.

11/17/2025
Date

Dallas Posthumus
Signature of Owner

APPENDIX B – ACKNOWLEDGEMENT OF LEGAL AND PLANNING FEES

In addition to the application fees listed in this application package, please note that where the City requires assistance from its solicitors or other technical or professional consultants in the processing of this application, the applicant shall be responsible for reimbursing all fees incurred by the City.

***Please note, Appendix B must be completed by the owner, not the authorized agent.**

I, Dallas Posthumus, am the **owner** of the subject lands, and I understand that further fees may be incurred by the City throughout the planning process and that I am responsible for reimbursing all fees.

11/17/2025
Date

Dallas Posthumus
Signature of Owner

NOTES:

1. Each copy of this application must be accompanied by a Sketch. The Sketch need not necessarily be to scale, but dimensions must be accurate, and showing the following:

   (a) The boundaries and dimensions of the subject land;

   (b) The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line and the side yard lot lines;

   (c) The approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include buildings, driveways, swimming pools, roads, railways, drainage ditches, wells, septic tank and tile bed, and trees;

   (d) The current uses on land that is adjacent to the subject land;

   (e) The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right-of-way;

   (f) If access to the subject land is by water only, the location of the parking and docking facilities to be used;

   (g) The location and nature of any restrictive covenant or easement affecting the subject land;

2. The Committee of Adjustment may require that a preliminary drawing be prepared, signed and dated by an Ontario Land Surveyor.

3. If this application is signed by an agent or solicitor on behalf of an applicant, the owner's written authorization must accompany the application. If the applicant is a corporation acting without agent or solicitor, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.

Section 3.Nature and extent of relief from the Zoning By-law applied for:

i.) To permit a residential driveway with a maximum width of 11.13m, whereas the Zoning By-law permits 6m.

ii.) To permit a residential driveway and parking spaces to be located within a front yard with a maximum area of 52%, whereas the Zoning By-law permits 50%.

iii.) To permit a deck on the south side of the dwelling, as shown on the SKETCH prepared by AGM, dated December 17, 2025, whereas the Zoning By-law requires a deck to be setback a minimum 6.5m from the rear lot line and exterior stairs to be setback a minimum of 7.5m from the rear lot line.

iv.) To permit exterior stairs on the south side of the dwelling, as shown on the SKETCH prepared by AGM, dated December 17, 2025, whereas the Zoning By-law requires exterior stairs to be setback a minimum of 1m from an interior side lot line.

SKETCH
(SHOWING PROPOSED ADDITIONS)

PART A

PLAN
OF PART OF
LOTS 12 AND 13
REGISTERED PLAN No. 196

MUNICIPAL NUMBER 3
IN THE
CITY OF ST. THOMAS
COUNTY OF ELGIN

SCALE 1:100

2 1 0 2 4 6

SCALE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:100

2025
ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS

NOTES & LEGEND

■	DENOTES MONUMENT FOUND
SIB	DENOTES STANDARD IRON BAR
IB	DENOTES IRON BAR
RIB	DENOTES ROUND IRON BAR
CC	DENOTES CUT CROSS
CP	DENOTES CONCRETE PIN
RBR	DENOTES REBAR
PK	DENOTES POINT KNOWN (NAIL)
SU	DENOTES SOURCE UNKNOWN
AGM	DENOTES ARCHIBALD, GRAY & McKAY LTD., O.L.S.'s
(1130)	DENOTES J.G RUPERT O.L.S
P1	DENOTES J.G RUPERT'S FILE 70-F-216-t-41S-A DATED DECEMBER 2, 1970
P2	DENOTES D.I HOUGHTON'S FILE L10P196S DATED MARCH 27, 1996

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID NAD83 (CSRS), DERIVED FROM G.N.S.S. OBSERVATIONS AND THE LEICA SMARTNET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

DISTANCES SHOWN ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99957310181

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM G.N.S.S. OBSERVSTIONS USING REAL TIME NETWORK (RTN). U.T.M. ZONE 17, NAD83 (CSRS). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 1	4735343.7330	483758.7899
ORP 2	4735355.6782	483773.7220

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

FOR BEARING COMPARISONS, A ROTATION OF 00°3'20" CLOCKWISE WAS APPLIED TO BEARINGS ON P1

FOR BEARING COMPARISONS, A ROTATION OF 0°7'10" CLOCKWISE WAS APPLIED TO BEARINGS ON P2

FRONT YARD AREA= 96.269 SQ.M
PROPOSED PARKING AREA= 23.598 SQ.M
EXISTING PARKING AREA= 77.554 SQ.M
PARKING FRONTAGE = 11.131 METERS.

ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca
PLAN • SURVEY • ENGINEER

THIS REPORT WAS PREPARED FOR BAINES CONTRACTING INC.

DRAWN BY: MIG	DIGITAL FILE: ST2515 C AREAS.dwg	PLAN No:
CHECKED BY: JDZ	COGO FILE: .COG	
Plot date: Dec 17, 2025	FILE No: ST-0196-01-1	

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SURVEYOR'S REAL PROPERTY REPORT
(SHOWING PROPOSED ADDITIONS)

PART A

PLAN
OF PART OF
LOTS 12 AND 13
REGISTERED PLAN No. 196

MUNICIPAL NUMBER 3
IN THE
CITY OF ST. THOMAS
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SCALE 1:100

2 1 0 2 4 6
SCALE IN METRES

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2025
ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS

NOTES & LEGEND

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RIB	DENOTES ROUND IRON BAR
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ORP 1	4735343.7330	483758.7899
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FOR BEARING COMPARISONS, A ROTATION OF 00°3'20" CLOCKWISE WAS APPLIED TO BEARINGS ON P1

FOR BEARING COMPARISONS, A ROTATION OF 0°7'10" CLOCKWISE WAS APPLIED TO BEARINGS ON P2

REGENT STREET
P.I.N. 35230-0122 (WIDTH VARIES)
(ESTABLISHED BY REGISTERED PLAN No. 196)

N88°27'10"W (P1 & MEAS) 5.791 (P1 & SET) 21.743 (MEAS)

CITY OF ST. THOMAS
COUNTY OF ELGIN

REGENT STREET
P.I.N. 35230-0122 (WIDTH VARIES)
(ESTABLISHED BY REGISTERED PLAN No. 196)

N48°56'15"E (N48°49'05"E P1) 24.856 (P1 & MEAS)

ASPHALT EDGE, SIDEWALK, RBR(SU), RBR(SU) 0.04 SOUTH, IB(SU), STREET LINE, P.I.N. 35232-0003, ASPHALT PARKING, GRASS AREA, BPED, COVERED AREA, OVERHEAD WIRE, CURB, BOARD FENCE 0.13 EAST, 0.36 EAVES, 0.14, 3.21, LOT LIMIT

LOT 13 REGISTERED PLAN No. 196

EXISTING 1.5 STOREY BRICK BUILDING MUN. No. 3

1.5 STOREY BRICK BUILDING MUN. No. 5
P.I.N. 35232-0004

N1°27'50"E (P1 & SET) 22.403 (P1 & SET)

PROPOSED PARKING 1, PROPOSED PARKING 2, PROPOSED PARKING 3, PROPOSED CONCRETE STAIRS (BY OTHERS), HMR (M), PROPOSED DECK ABOVE, PROPOSED STAIRS (BY OTHERS), WOOD SHED, FENCE GATE, BOARD FENCE, A/C

PIN LIMIT, CP, LOT LIMIT, CC, P.I.N. 35232-0003, 13.58, CURB, N88°27'10"W (P1,P2 & MEAS) 14.630 (P1,P2 & MEAS), N88°31'00"W, ORP1 RIB(1130), STREET LINE, EXISTING ASPHALT PARKING, P.I.N. 35232-0005, BOARD FENCE: 0.11 NORTH, 0.56 WEST, IB, N88°27'10"W (P1 & MEAS 9.449, 0.19

LOT 12 REGISTERED PLAN No. 196

1.5 STOREY BRICK BUILDING MUN. No. 8

DEVONSHIRE PLACE
(FORMERLY ST.CHARLES STREET)
(ESTABLISHED BY REGISTERED PLAN No. 196)
P.I.N. 35230-0001 (WIDTH VARIES)

N1°27'50"E (P1 & SET) 3.094
N1°27'50"E (P1 & SET) 12.344
N1°27'50"E (P2 & SET) 23.850
N1°27'50"E (P2 & MEAS) 11.506
N1°27'50"E (P2 & MEAS)

SIDEWALK, ASPHALT EDGE, 4.24 (P2 & MEAS)

LOT 12

ORP1
PK(SU) IN ASPHALT
LOT LIMIT
LOT CORNER.

LOT 11

4.24 (P2 & MEAS)

1.5 STOREY BRICK BUILDING MUN. No. 10

LOT 11

LOT LIMIT
IB(1130)

LOT 10

METRIC:

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE 12th DAY OF JUNE, 2025.

DECEMBER 3, 2025

JUAN D. ZAPATA
ONTARIO LAND SURVEYOR

© COPYRIGHT 2025

ASSOCIATION OF ONTARIO LAND SURVEYORS
PLAN SUBMISSION FORM

THIS PLAN IS NOT VALID UNLESS IT IS AN EMBOSSED ORIGINAL COPY ISSUED BY THE SURVEYOR
In accordance with Regulation 1026 Section 29(3)

PART B

SURVEY REPORT

DATE: DECEMBER 3, 2025

1. THE PARCEL IS COMPRISED OF PART OF LOT 12 AND 13, REGISTERED PLAN No. 196
2. THERE ARE NO LISTED EASEMENTS ON THE PARCEL REGISTER FOUND IN THE LAND REGISTRY OFFICE RECORDS.
3. THERE IS A BOARD FENCE OBSERVED ALONG SOUTH EAST SIDE OF THE PARCEL LIMIT.
4. THIS REPORT DOES NOT CERTIFY ZONING COMPLIANCE.
5. SITUATE ON THE PARCEL IS A CONCRETE FOUNDATION.

ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca
PLAN • SURVEY • ENGINEER

THIS REPORT WAS PREPARED FOR BAINES CONTRACTING INC.

DRAWN BY: MIG	DIGITAL FILE: ST2515 C ADD.dwg	PLAN No:
CHECKED BY: JDZ	COGO FILE: .COG	
Plot date: Dec 03, 2025	FILE No: ST-0196-01-1	

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FURNACE TO SUPPLY MAIN & UPPER FLR'S. ONLY

CEILING FIRE SEPARATION TO BE CONTINUOUS. LOAD BEARING BEAM & COLUMNS TO HAVE SAME FIRE RATING AS CEILING.
• ENSURE NON-LOAD BEARING PARTITIONS DO NOT INTERUPT/PENETRATION CEILING FIRE SEPARATION.

PROVIDE DUCT TYPE SMOKE DETECTOR. INSTALL IN THE SUPPLY OR RETURN AIR DUCT SYSTEM TO TURN OFF THE FUEL SUPPLY & ELECTRICAL POWER TO THE HEATING SYSTEM. - PROVIDE SPRINKLER TO BE CONNECTED TO DOMESTIC WATER SUPPLY. FIRE RATED CEILING INSULATED w/ SAFE AND SOUND INSULATION.

REMOVE EXIST. 3622 WINDOW - INSTALL NEW 3624 SLIDER WINDOW c/w 2 - 2" x 8" FLUSH HEADER w/ NEW 3 1/2" x 3 1/2" x 14" STEEL ANGLE FOR BRICK LOAD OVER

VENT TO EXTERIOR w/ NON COMBUSTABLE PIPING

RETURN AIR DUCT

DRYER EXHAUST TO BE VENTED TO EXTERIOR w/ NON-COMBUSTABLE PIPING. PLUMBING ROUGH-IN FOR LAUNDRY REQUIRED TO BE INSTALLED.

EXISTING WINDOW OPENING TO REMAIN UNDISTURBED

EXISTING 3'-0" x 1'-10"

(4.81 sq. ft. glass area)

34'-3"

6'-7" | 21'-1" | 6'-7"

BEDRm. 2
(86.3 sq. ft. AREA)
9'-2½"

BATH
9'-3"

SERVICE
FURNACE
H.W.T.
DRYER
WASHER

PORCH
EXIST. 4" SOIL STACK
6'-10"
8" CONC. BLK. FDTN. c/w CONC. FTG'S.
3'-5"
4'-4½"
3'-9"

77 1/2" CLEARANCE UNDER DUCT RUNS

REMOVE EX. CONCRETE BLK. PIER - INSTALL NEW 2-2X6 POST OR 3" STL. POST RATED 18kip FACTORED ON 16" UNDER BEAM 32" SQ. x 14" P. CONC. PAD

78 1/2" CLEARANCE

REMOVE EXISTING STAIRS & FILL - IN TO SUIT
EX. 4 - 2" x 8" D.F. BEAM
FEED AIR DUCT

87" C.H.

EXISTING 4" REIN. P. CONC. SLAB OVER 36" WIDE x 30" HIGH ACCESS OPENING

6" x 6" min. P.T. POSTS ON 12" DIA. SONO TUBES BELLED OUT TO 14" min. 48" BELOW GRADE

GAS METER
WATER METER

DINETTE

CRAWL SPACE

REMOVE EXIST. 36"x24" WINDOW - INSTALL NEW R 20 INSULATED HATCH DOOR

CONCRETE BLOCK PIER

3/4" PLANK BOARDS ON 2" x 8" D. FIR JOISTS @ 16" o.c. OVER

KITCHEN 20'-4"
32'-7"

REMOVE EXIST. 36"x24" WINDOW - INSTALL NEW EXTERIOR TYPE DOOR & FRAME

2 - 2" x 8" FLUSH HEADER OVER

BEDRm. 1
(117.1 sq. ft. AREA)

LIVING Rm.
(258.9 sq. ft. COMBINED)

VENT TO EXTERIOR w/ NON COMBUSTABLE PIPING

REMOVE EXIST. 36"x22" WINDOW - FILL IN TO SUIT

45min. F.R.R.

HYDRO PANEL

(5.92 sq. ft. glass area)

(8.88 sq. ft. glass area)

(8.82 sq. ft. glass area)

10" DRAIN

INSTALL NEW L 3 1\2" x 3 1/2" x 1/4" STL. ANGLE FOR BRICK SUPPORT 6" min. END BEARING

STEEL GUARD RAILS TO BE PROVIDED BY OTHERS

4" x 4" min. P.T. POSTS ON 10" DIA. SONO TUBES BELLED OUT TO 12" min. 48" BELOW GRADE

10'-2"

3'-6" x 2'-0"

INSTALL NEW 4224 SLIDER WINDOW c/w 2 - 2" x 8" FLUSH HEADER w/ NEW 3 1/2" x 3 1/2" x 14" STEEL ANGLE FOR BRICK LOAD OVER

INSTALL NEW 4732 SLIDER WINDOW c/w 2 - 2" x 8" FLUSH HEADER w/ NEW 3 1/2" x 3 1/2" x 14" STEEL ANGLE FOR BRICK LOAD OVER

3'-11" x 2'-8"

HYDRO METER

6'-10" | 15'-11½" | 10'-8½"

34'-3"

GALV. WINDOW WELL c/w 4" DRAIN & STONE

4'-8"

NEW STAIRS TO UPPER FLOOR

NEW 9" P. CONC. FDTN. WALL ON 6" x 18" min. P. CONC. FOOTING min. 48" BELOW GRADE. DO NOT UNDERPIN EXIST. FOOTINGS.

ENSURE MIN. 3' x 3' CLEAR LANDING SPACE AT TOP OF STAIRS

10" dia. PIERS BELOW STAIR STRINGERS FOUNDED min. 4' BELOW FINISHED GRADE ON NATIVE UNDISTURBED SOIL.

CONNECT THE NEW FDTN. WALL TO THE EXISTING FDTN. WALL w/ 16" LONG 15m BARS @ 24" o.c. VERTICAL SET BARS 4" min. INTO EXISTING FDTN. AND ATTACH TO WALL w/ HILTIHIT HY 150 EPOXY OR EQUIVALENT. SEAL DRY JOINT w/ EPOXY TO ENSURE WATERTIGHT CONNECTION. PROVIDE ROLL TYPE SELF ADHESIVE WATERPROOFING.

STEEL GUARD RAILS TO BE PROVIDED BY OTHERS

NOTE: UNDERPINNING OF THE EXISTING FOOTINGS IS NOT REQUIRED IF A GEOTECHNICAL ENGINEER PROVIDES A SEALED INSULATION DETAIL TO PROVIDE SUFFICIENT FROST PROTECTION FOR NEW & EXISTING FOOTINGS AT WALOUT STAIRS.
• SEE ATTACHED ENGINEERING

NOTE: EXISTING SANITARY SEWER SERVICING TO BUILDING IS BELOW FINISHED BASEMENT FLOOR LEVEL

BASEMENT PLAN

659 sq. ft. FINISHED AREA

NEW WOOD STUD WALL

EXISTING WOOD WALLS TO BE REMOVED

A — 2" x 4" STUD WALL w/ @ 16" o.c. 1/2" DRYWALL EACH SIDE

B — EXISTING 2 x 4 WOOD STUDS @ 16" o.c. w/ 1 LAYER 5/8" TYPE 'X' GYPSUM BRD. EACH SIDE
45 min. FRR AS PER O.B.C. SB-2
TABLES 2.3.4.C & 2.3.4.E

C — EXISTING FOUNDATION WALL - 10" BLOCK THICKNESS ASSUMED.
TYVEK WRAP - TAPED
2" x 4" STUDS @ 24" o.c.
R 20 BATT INSULATION
6 mil POLY V.B.
½" BOARD GYPSUM
4 hr. FRR AS PER O.B.C. SB-2

D — EXISTING FOUNDATION WALL - 9" P. CONCRETE WALL
6" x 16" min. P. CONC. FTG'S.
COMPACT GRAN. FILL

E — EXISTING EXTERIOR INSUL. WALLS
4" BRICK
2" x 4" D.F. STUDS @ 16" o.c.
3/4" LATH & PLASTER

45 min. F.R.R.
.....CEILING OVER SUITE SEPARATION ONLY.....
EXISTING 2 x 8 D.F. JOISTS @ 16" o.c.
3/4" OSB SHEATHING OR 5/8" PLY'D
ADD R 12 MIN. BATT INSULATION
ADD RESILIENT CHANNELS @ 24" o.c. w/ 5/8" F.C. DRYWALL
SB-3 • FSd (1hr. F.R.R.) STC 50

PROVIDE DUCT TYPE SMOKE DETECTOR. INSTALL IN THE SUPPLY OR RETURN AIR DUCT SYSTEM TO TURN OFF THE FUEL SUPPLY & ELECTRICAL POWER TO THE HEATING SYSTEM. CEILING INSULATED w/ SAFE & SOUND INSULATION.

SA — SMOKE ALARM w/ VISUAL SIGNALLING COMPONENT AS PER O.B.C. - 9.10.19.1

CMD — CARBON MONOXIDE DETECTOR TO COMPLY w/ O.B.C. - 9.33.4

BEDROOM WINDOW GLASS SIZE TO BE 5% OF THE FLOOR AREA OF THE BEDROOM (NOT INCLUDING CLOSETS) LIVING ROOM WINDOW GLASS SIZE TO BE 10% OF THE FLOOR AREA OF THE ROOM IT SERVES CAN BE REDUCED BY 50 % AS PER C110

REVISED AS PER MARKUP JULY 4, 2025

DIVISION B — ONTARIO BUILDING CODE 2024 — 11.5.1.1.

Table 11.5.1.1.C.(cont'd)

Item	Col. 1	Column 2	Column 3
	NUMBER	PART 9 REQUIREMENTS	PART 11 COMPLIANCE ALTERNATIVE
105.	C105	9.5.3.1	Except for secondary suites in a dwelling unit, (a) minimum room height shall not be less than 1 950 mm over the required floor area and in any location that would normally be used as a means of egress, or (b) minimum room height shall not be less than 2 030 mm over at least 50%of the required floor area, provided that any part of theﬂ oor having a clear height of less than 1 400 mm shall not be considered in computing the required floor area.1.85m min. under beams & ducts

I have reviewed and taken responsibility for the design activities as required by Div.C Part 3 - 3.2.4 of the O.B.C.

Individual BCIN: 21236
Dan Doneff
Firm BCIN: 44223
Eden Hall
25.07.07

FILE # 25025
ALL REVISION AFTER THIS DATE TO BE SUBMITED TO EDENHALL

GENERAL NOTES

⊠ -DENOTES SOLID SUPPORT TO FOUNDATION.
⊕ -DENOTES SMOKE DETECTOR (INTERCONNECT ALL UNITS IN THE HOME)
(F) -DENOTES EXHAUST FAN (VENT TO EXTERIOR WITH A MIN. HORIZONTAL RUN OF 3 TO 4 FT.)

-ALL CONSTRUCTION TO CONFORM TO 2020 O.B.C.
-FLOOR LEVELS CONTAINING BEDROOMS TO HAVE ONE OPENING WINDOW WITH AN UNOBSTRUCTED AREA OF 3.8 sq.ft. (MIN.) WITH NO DIMENSION LESS THAN 15".
-STAIRS: UNIFORM RISE & RUN
RISE =7.875" MAX. - 4.875" MIN.
RUN =10" MIN. - 14" MAX.
TREAD =9.25" MIN. - 14" MAX.
NOSING = 1" MIN.
HEADROOM =6'-5" MIN.
WIDTH =2'-10" MIN.
HANDRAILS =32" MIN. TO 38" MAX.
GUARDS = 35" MIN. TO 42" MAX.
-LIGHTING AND ELECTRICAL FACILITIES AS PER 9.34
-EXTERIOR WALLS TO HAVE MIN. R-24 INSULATION.
-ALL VAPOUR BARRIERS TO BE 6 MIL (CGSB - 51.34)
-AIR AND VAPOUR BARRIERS TO BE SEALED AS/OBC
-ATTIC HATCHES TO HAVE INSULATED COVERS AND WEATHERSTRIPPING.
-ALL FLOORS EXPOSED TO UNHEATED SPACES TO HAVE MIN. R-31 INSULATION.
-DOORS AND WINDOWS TO COMPLY TO FORCED ENTRY REQUIREMENTS (9.6.8 OF O.B.C.)
-SUPPORT OF NON-BEARING PARTITIONS TO COMPLY WITH 9.23.9.9 OF O.B.C.
-PROVIDE BLOCKING FOR GRAB BARS ADJACENT TO TOILETS, TUBS BASED ON BARRIER FREE O.B.C. REQUIREMENTS.
-ALL SMOKE ALARMS SHALL HAVE A VISUAL SIGNALLING COMPONENT CONFORMING TO THE REQUIREMENTS IN 18.5.3 (light, colorpulse characteristics) OF NFPA 72, NATIONAL FIRE ALARM AND SIGNALLING CODE.
-PENETRATIONS THOUGH FIRE RATED FLOOR / CEILINGS OR WALLS WILL REQUIRE FIRE STOPPING AS PER ULC REQUIREMENTS.
-ALL HEAT DUCT VENTS PENETRATING FIRE SEPARATIONS TO HAVE 45min. FIRE RATED DAMPERS.
-ALL PLUMBING SUPPLY LINES & DRAIN PIPES TO BE NON-COMBUSTABLE.
- FIRE RETARDANT SPRAY TO PROVIDE MINIMUM 45 min. F.R.R. (BY OTHERS)

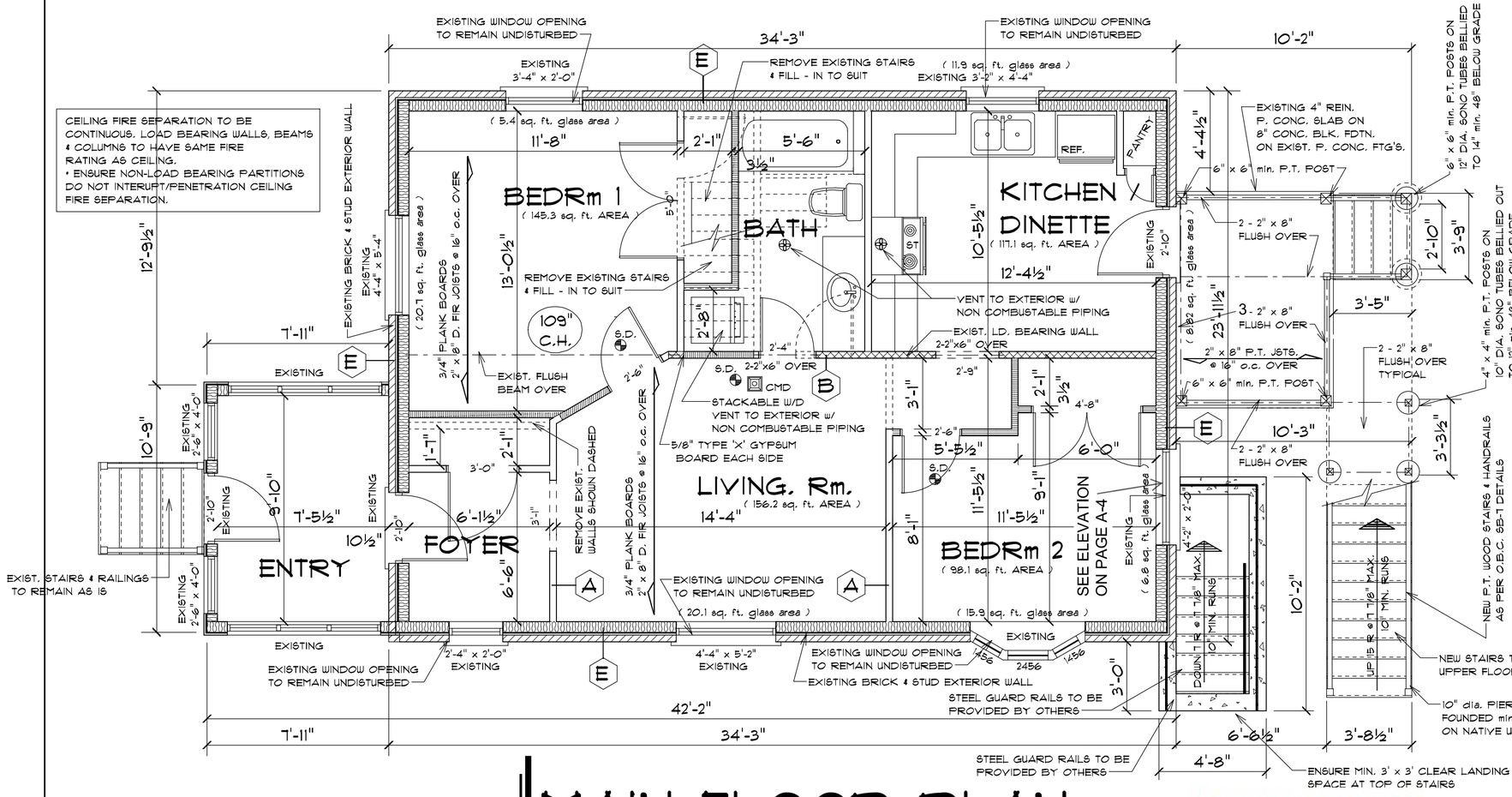
IF FOAMED PLASTIC INSULATION IS USED, IT SHALL BE PROTECTED WITH A THERMAL BARRIER AS PER O.B.C. 9.10.17.10 EITHER WITH APP'D. FIRE RETARDENT SPRAY OR EXTERIOR GRADE 7/16" OSB ON STRAPPING @ 24" o.c. MAX.

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LINEWORKS DESIGN GROUP
29 HARVEST COURT
ST. THOMAS, ONTARIO 631-4351
COMPANY BCIN: 30581

Client: TRIPLEX CONVERSION
Project: 3 REGENT STREET ST. THOMAS, ONT.
Drawing: FLOOR PLAN

Date:	Scale:	Job No:
JUNE 13/25	N.T.S.	1538
Drawn:	BCIN:	Sheet No:
R. WALPOLE	23257	A 1



DIVISION B ONTARIOBUILDING CODE 2024 11.5.1.1.

Table 11.5.1.1.C.(cont'd)		
Item	Col. 1	Column 2
	NUMBER	PART 9 REQUIREMENTS
105.	C105	9.5.3.1

Column 3

PART 11 COMPLIANCE ALTERNATIVE

Except for secondary suites in a dwelling unit,

(a) minimum room height shall not be less than 1 950 mm over the required floor area and in any location that would normally be used as a means of egress, or

(b) minimum room height shall not be less than 2 030 mm over at least 50%of the required floor area, provided that any part of theft oor having a clear height of less than 1 400 mm shall not be considered in computing the required floor area. 1.85m min. under beams & ducts

GENERAL NOTES

⊠ -DENOTES SOLID SUPPORT TO FOUNDATION.

⊕ -DENOTES SMOKE DETECTOR (INTERCONNECT ALL UNITS IN THE HOME)

(F) -DENOTES EXHAUST FAN (VENT TO EXTERIOR WITH A MIN. HORIZONTAL RUN OF 3 TO 4 FT.)

-ALL CONSTRUCTION TO CONFORM TO 2020 O.B.C.

-FLOOR LEVELS CONTAINING BEDROOMS TO HAVE ONE OPENING WINDOW WITH AN UNOBSTRUCTED AREA OF 3.8 sq.ft. (MIN.) WITH NO DIMENSION LESS THAN 15".

-STAIRS: UNIFORM RISE & RUN

RISE =7.875" MAX. - 4.875" MIN.
RUN =10" MIN. - 14" MAX.
TREAD =9.25" MIN. - 14" MAX.
NOSING = 1" MIN.
HEADROOM =6'-5" MIN.
WIDTH =2'-10" MIN.
HANDRAILS =32" MIN. TO 38" MAX.
GUARDS = 35" MIN. TO 42" MAX.

-LIGHTING AND ELECTRICAL FACILITIES AS PER 9.34

-EXTERIOR WALLS TO HAVE MIN. R-24 INSULATION.

-ALL VAPOUR BARRIERS TO BE 6 MIL (CGSB - 51.34)

-AIR AND VAPOUR BARRIERS TO BE SEALED AS/OBC

-ATTIC HATCHES TO HAVE INSULATED COVERS AND WEATHERSTRIPPING.

-ALL FLOORS EXPOSED TO UNHEATED SPACES TO HAVE MIN. R-31 INSULATION.

-DOORS AND WINDOWS TO COMPLY TO FORCED ENTRY REQUIREMENTS (9.6.8 OF O.B.C.)

-SUPPORT OF NON-BEARING PARTITIONS TO COMPLY WITH 9.23.9.9 OF O.B.C.

-PROVIDE BLOCKING FOR GRAB BARS ADJACENT TO TOILETS, TUBS BASED ON BARRIER FREE O.B.C. REQUIREMENTS.

-ALL SMOKE ALARMS SHALL HAVE A VISUAL SIGNALLING COMPONENT CONFORMING TO THE REQUIREMENTS IN 18.5.3 (light, colorpulse characteristics) OF NFPA 72, NATIONAL FIRE ALARM AND SIGNALLING CODE.

-PENETRATIONS THOUGH FIRE RATED FLOOR / CEILINGS OR WALLS WILL REQUIRE FIRE STOPPING AS PER ULC REQUIREMENTS.

-ALL HEAT DUCT VENTS PENETRATING FIRE SEPARATIONS TO HAVE 45min. FIRE RATED DAMPERS.

-ALL PLUMBING SUPPLY LINES & DRAIN PIPES TO BE NON-COMBUSTABLE.

- FIRE RETARDANT SPRAY TO PROVIDE MINIMUM 45 min. F.R.R. (BY OTHERS)

IF FOAMED PLASTIC INSULATION IS USED, IT SHALL BE PROTECTED WITH A THERMAL BARRIER AS PER O.B.C. 9.10.17.10 EITHER WITH APP'D. FIRE RETARDENT SPRAY OR EXTERIOR GRADE 7/16" OSB ON STRAPPING @ 24" o.c. MAX.

MAIN FLOOR PLAN

905.8 sq. ft. FINISHED AREA

NOTE: IF LOAD BEARING WALLS ARE BEING STRIPPED, THEN A F.R.R. RATING WILL NEED TO BE APPLIED AS BELOW:

EXISTING 2 x 4 WOOD STUDS @ 16" o.c. w/
1 LAYER 5/8" TYPE 'X' GYPSUM BRD. EACH SIDE
45 min. FRR AS PER O.B.C. 9B-2
30 min. FRR IS ACCEPTABLE AS PER C156

NOTE: EXISTING SANITARY SEWER SERVICING TO BUILDING IS BELOW FINISHED BASEMENT FLOOR LEVEL

NEW WOOD STUD WALL

EXISTING WOOD WALLS TO BE REMOVED

A — 2" x 4" STUD WALL w/ @ 16" o.c. 1/2" DRYWALL EACH SIDE

B — EXISTING 2 x 4 WOOD STUDS @ 16" o.c. w/ 1 LAYER 5/8" TYPE 'X' GYPSUM BRD. EACH SIDE 45 min. FRR AS PER O.B.C. 9B-2 TABLES 2.3.4.C & 2.3.4.E

C — EXISTING FOUNDATION WALL - 10" BLOCK THICKNESS ASSUMED, TYVEK WRAP - TAPED 2" x 4" STUDS @ 24" o.c. R 20 BATT INSULATION 6 mil POLY V.B. ½" BOARD GYPSUM 4 hr. FRR AS PER O.B.C. 9B-2

D — EXISTING FOUNDATION WALL - 9" P. CONCRETE WALL 6" x 16" min. P. CONC. FTG'S. COMPACT GRAN. FILL

E — EXISTING EXTERIOR INSUL. WALLS 4" BRICK 2" x 4" D.F. STUDS @ 16" o.c. 3/4" LATH & PLASTER

45 min. F.R.R. .....CEILING OVER SUITE SEPARATION ONLY..... EXISTING 2 x 8 D.F. JOISTS @ 16" o.c. 3/4" OSB SHEATHING OR 5/8" PLY'W'D

ADD R 12 MIN. BATT INSULATION
ADD RESILIENT CHANNELS @ 24" o.c. w/ 5/8" F.C. DRYWALL
9B-3 • F9d(1hr. F.R.R.) STC 54

PROVIDE DUCT TYPE SMOKE DETECTOR. INSTALL IN THE SUPPLY OR RETURN AIR DUCT SYSTEM TO TURN OFF THE FUEL SUPPLY & ELECTRICAL POWER TO THE HEATING SYSTEM. CEILING INSULATED w/ SAFE & SOUND INSULATION.

SA — SMOKE ALARM w/ VISUAL SIGNALLING COMPONENT AS PER O.B.C. - 9.10.19.1

CMD — CARBON MONOXIDE DETECTOR TO COMPLY w/ O.B.C. - 9.33.4

BEDROOM WINDOW GLASS SIZE TO BE 5% OF THE FLOOR AREA OF THE BEDROOM (NOT INCLUDING CLOSETS) LIVING ROOM WINDOW GLASS SIZE TO BE 10% OF THE FLOOR AREA OF THE ROOM IT SERVES CAN BE REDUCED BY 50 % AS PER C110

I have reviewed and taken responsibility for the design activities as required by Div.C Part 3 - 3.2.4 of the O.B.C.

Individual BCIN: 21236
Dan Doneff
Firm BCIN: 44223
Eden Hall
25.07.07

FILE # 25025
ALL REVISION AFTER THIS DATE TO BE SUBMITED TO EDENHALL

REVISED AS PER MARKUP JULY 4, 2025

-DO NOT SCALE DRAWINGS, WORK TO DIMENSIONS.
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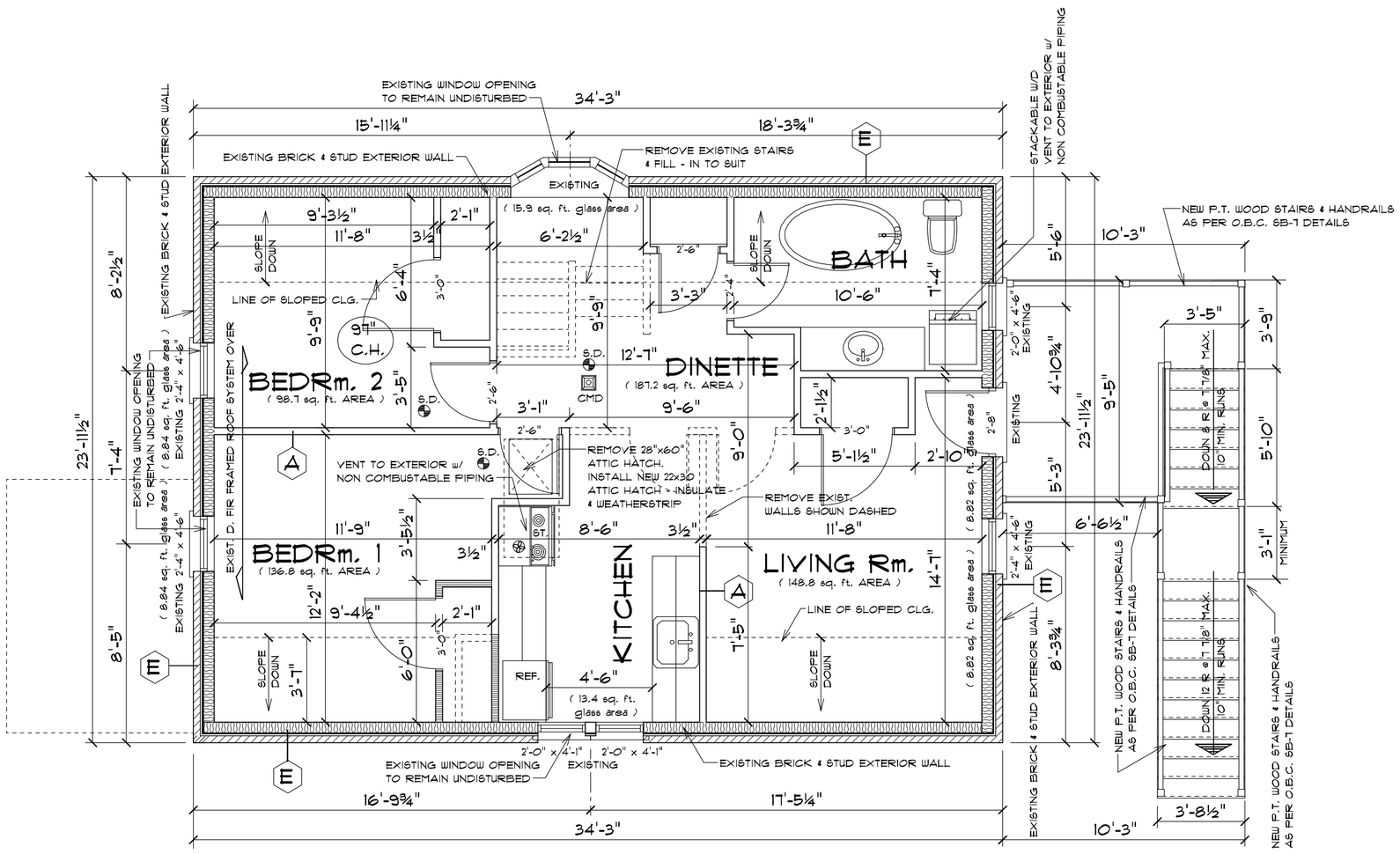
LINEWORKS DESIGN GROUP
29 HARVEST COURT
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COMPANY BCIN: 30581

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JUNE 13/25	N.T.S.	1538
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R. WALPOLE	23257	A 2



UPPER FLOOR PLAN

820.6 sq. ft. FINISHED AREA

NOTE: EXISTING SANITARY SEWER SERVICING TO BUILDING IS BELOW FINISHED BASEMENT FLOOR LEVEL

NEW WOOD STUD WALL

EXISTING WOOD WALLS TO BE REMOVED

A — 2" x 4" STUD WALL w/ @ 16" o.c. 1/2" DRYWALL EACH SIDE

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REVISED AS PER MARKUP JULY 4, 2025

DIVISION B — ONTARIO BUILDING CODE 2024 — 11.5.1.1.

Table 11.5.1.1.C.(cont'd)			
Item	Col. 1	Column 2	Column 3
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Individual BCIN: 21236
Dan Doneff
Firm BCIN: 44223
Eden Hall
25.07.07

FILE # 25025
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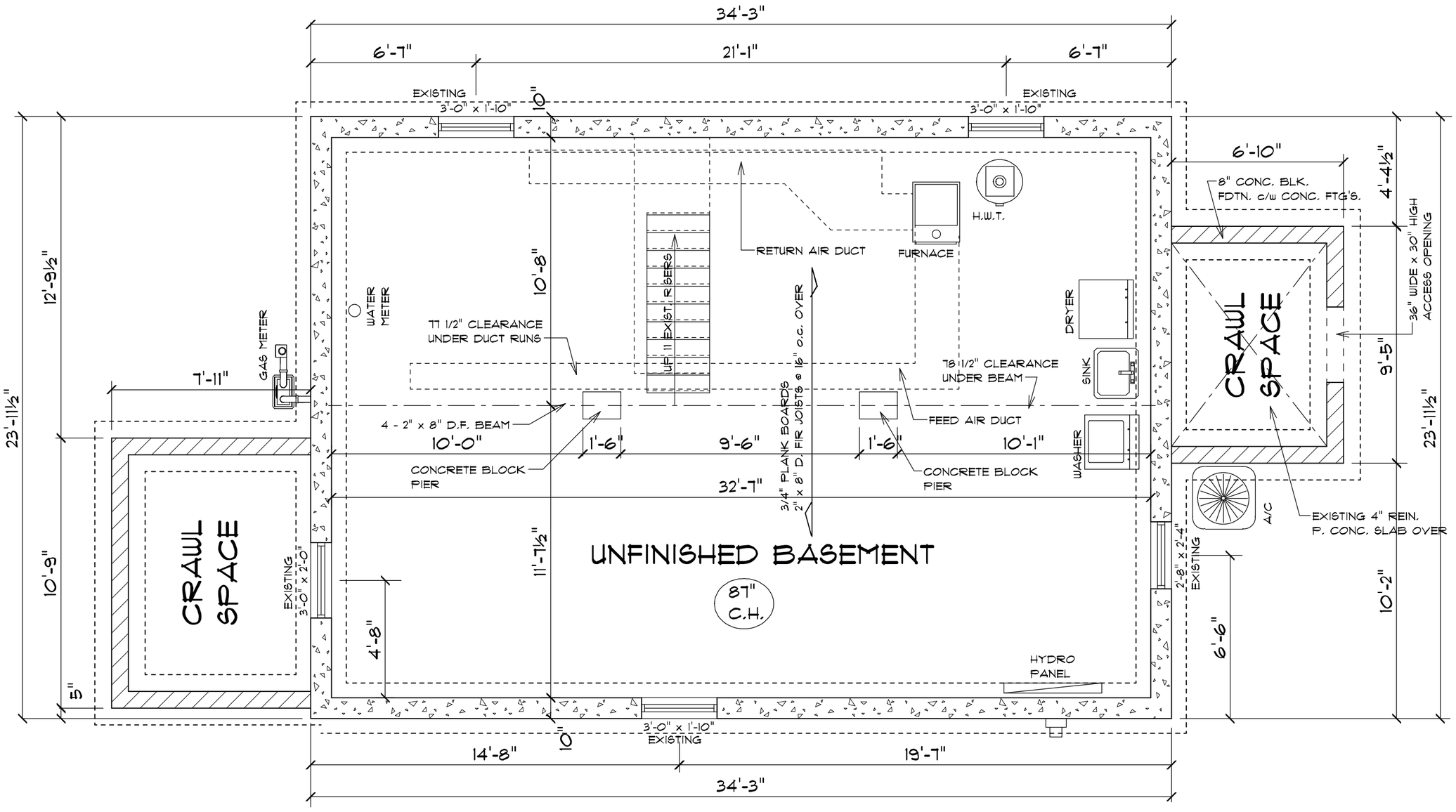
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29 HARVEST COURT
ST. THOMAS, ONTARIO 631-4351
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Drawing: FLOOR PLAN

Date:	Scale:	Job No:
JUNE 13/25	N.T.S.	1538
Drawn:	BCIN:	Sheet No:
R. WALPOLE	23257	A 3



BASEMENT PLAN

EXISTING

I have reviewed and taken responsibility for the design activities as required by Div.C Part 3 - 3.2.4 of the O.B.C.

Individual BCIN: 21236
Dan Doneff
Firm BCIN: 44223
Eden Hall
25.07.07

FILE # 25025
ALL REVISION AFTER THIS DATE TO BE SUBMITED TO EDENHALL

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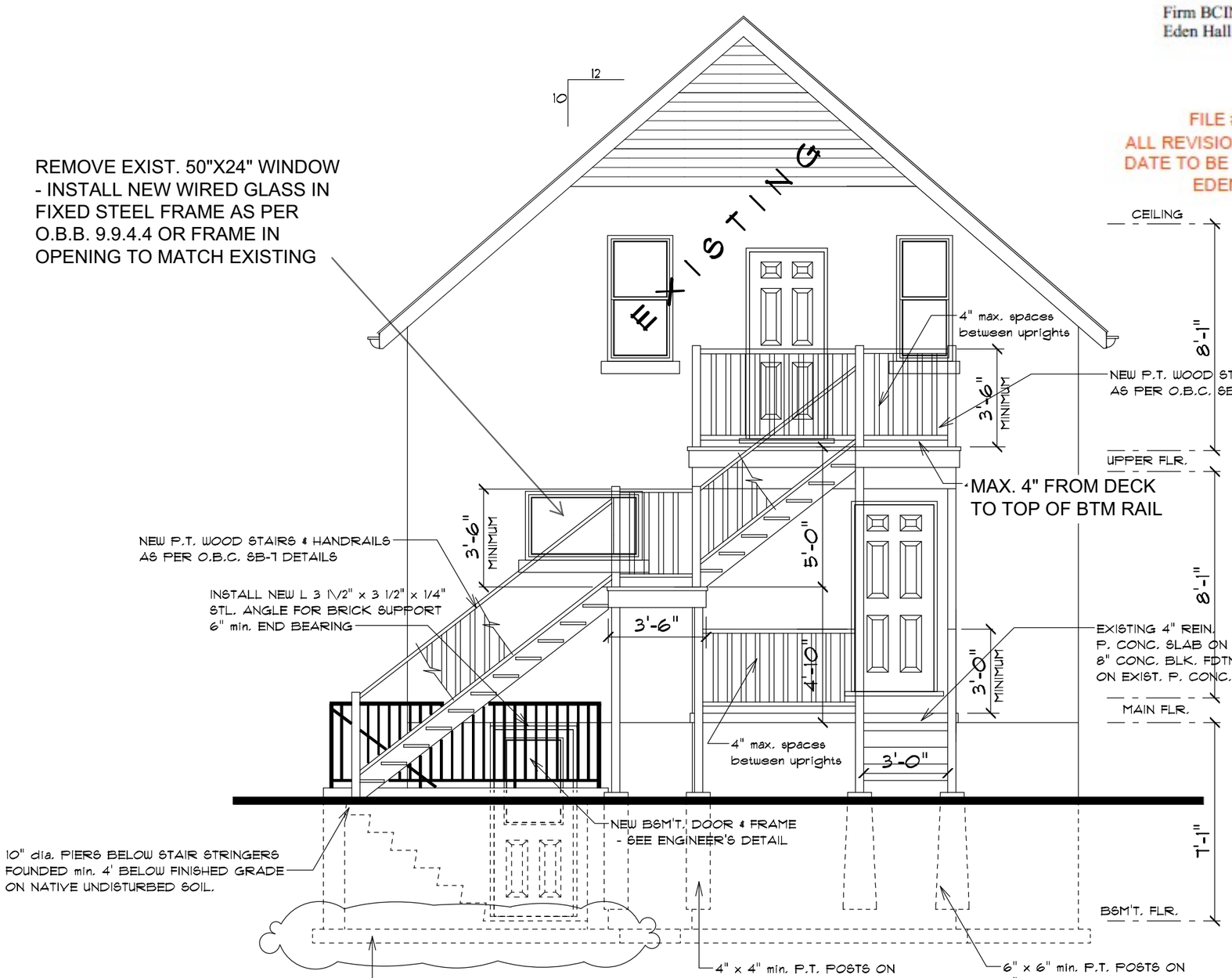
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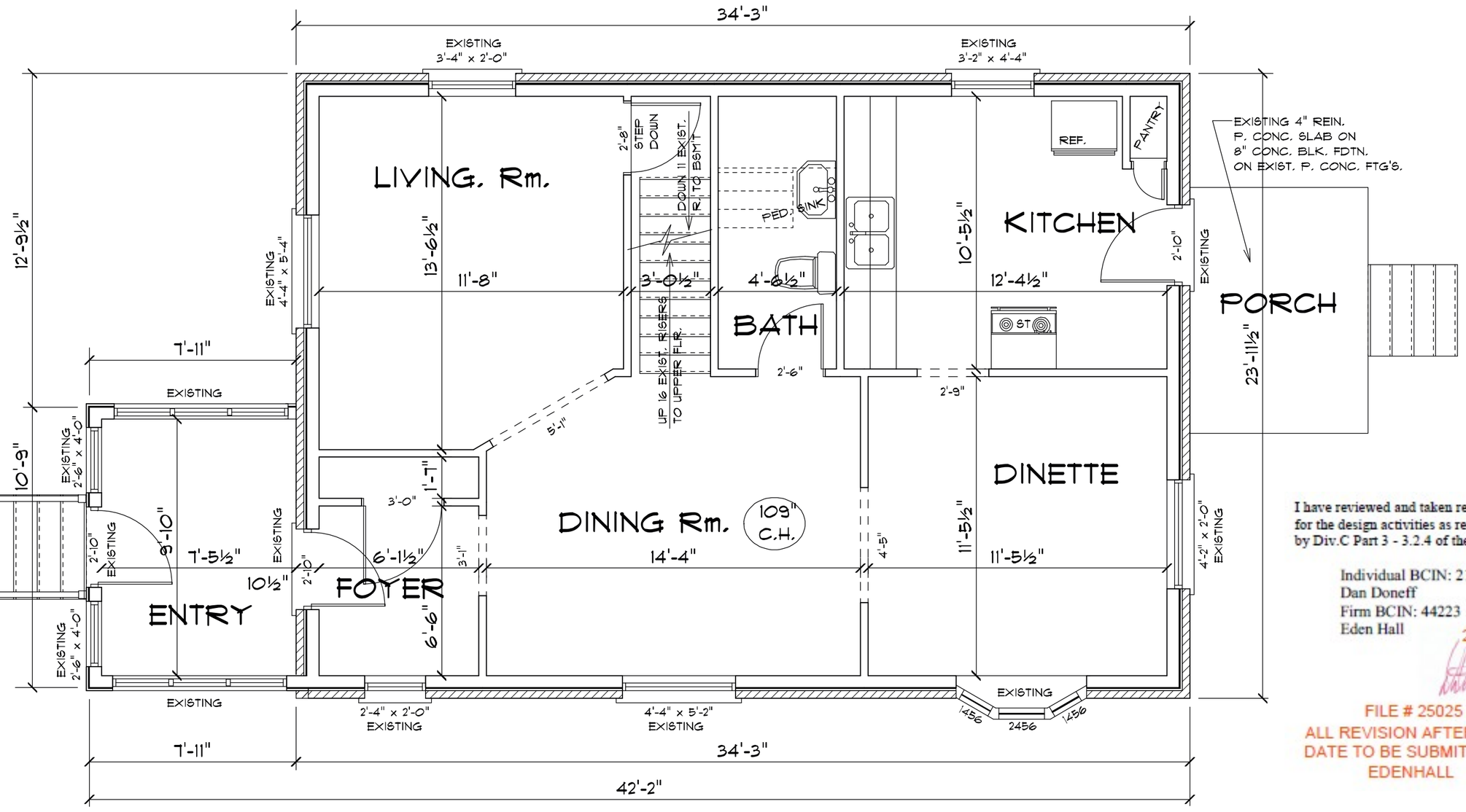
LINEWORKS DESIGN GROUP
29 HARVEST COURT
ST. THOMAS, ONTARIO 631-4351
COMPANY BCIN: 30581

Client: TRIPLEX CONVERSION

Project: 3 REGENT STREET ST. THOMAS, ONT.

Drawing: FLOOR PLANS

Date:	Scale:	Job No:
JUNE 13/25	N.T.S.	1082
Drawn:	BCIN:	Sheet No:
R. WALPOLE	23257	A 4



I have reviewed and taken responsibility for the design activities as required by Div.C Part 3 - 3.2.4 of the O.B.C.

Individual BCIN: 21236
Dan Doneff
Firm BCIN: 44223
Eden Hall

25.07.07

FILE # 25025
ALL REVISION AFTER THIS DATE TO BE SUBMITED TO EDENHALL

MAIN FLOOR PLAN

905.8 sq. ft.

EXISTING

GENERAL NOTES

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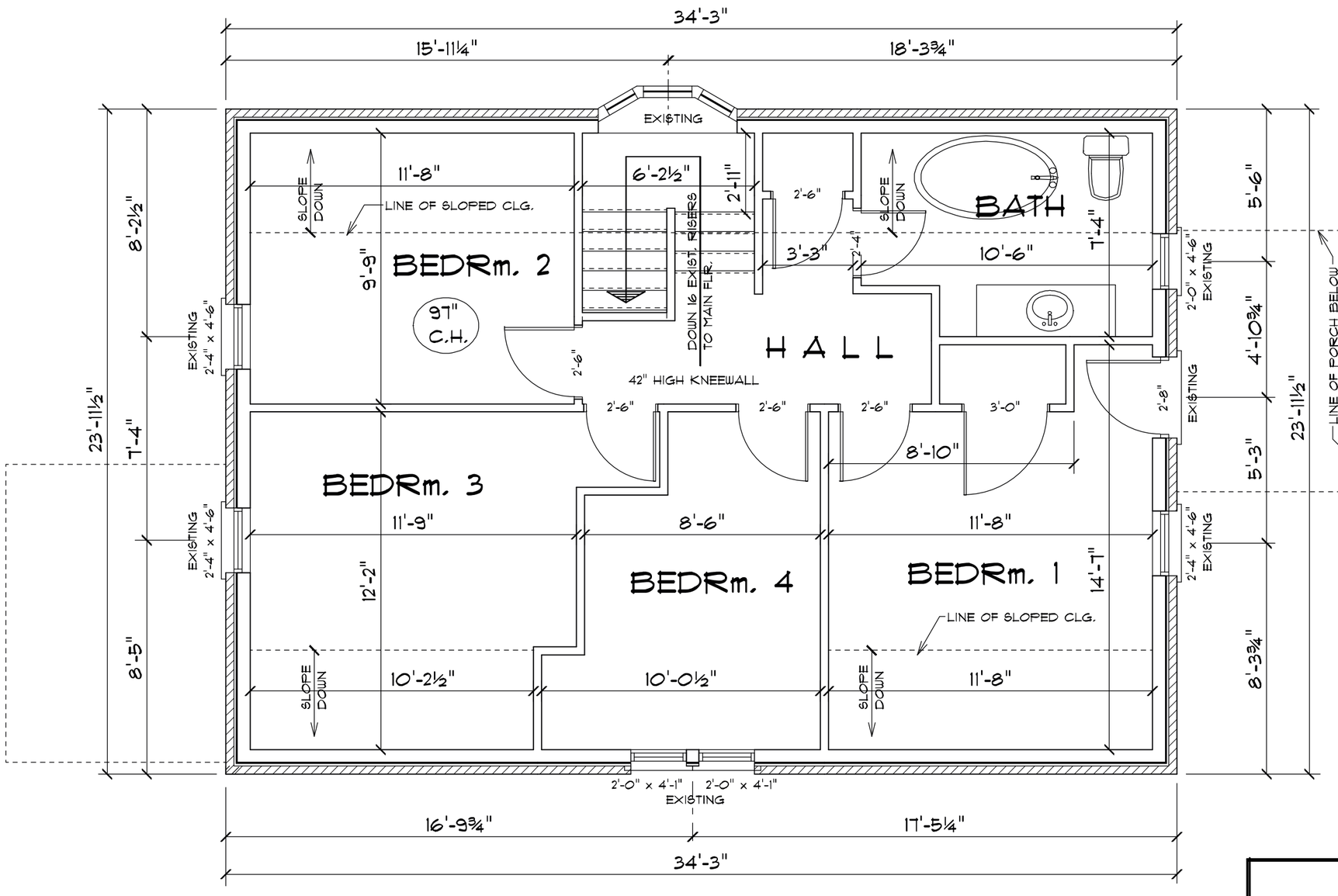
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UPPER FLOOR PLAN

820.6 sq. ft.

EXISTING

-DO NOT SCALE DRAWINGS. WORK TO DIMENSIONS.
-THE CONTRACTOR AND ALL SUB-TRADES MUST CHECK THEIR DIMENSIONS AND DETAILS PRIOR TO STARTING THEIR WORK.
-REPORT ANY ERRORS TO CONTRACTOR.
-DIMENSIONS MAY VARY SLIGHTLY DURING WORK.

LINEWORKS DESIGN GROUP
29 HARVEST COURT
ST. THOMAS, ONTARIO 631-4351
COMPANY BCIN: 30581

Client: TRIPLEX CONVERSION

Project: 3 REGENT STREET ST. THOMAS, ONT.

Drawing: FLOOR PLANS

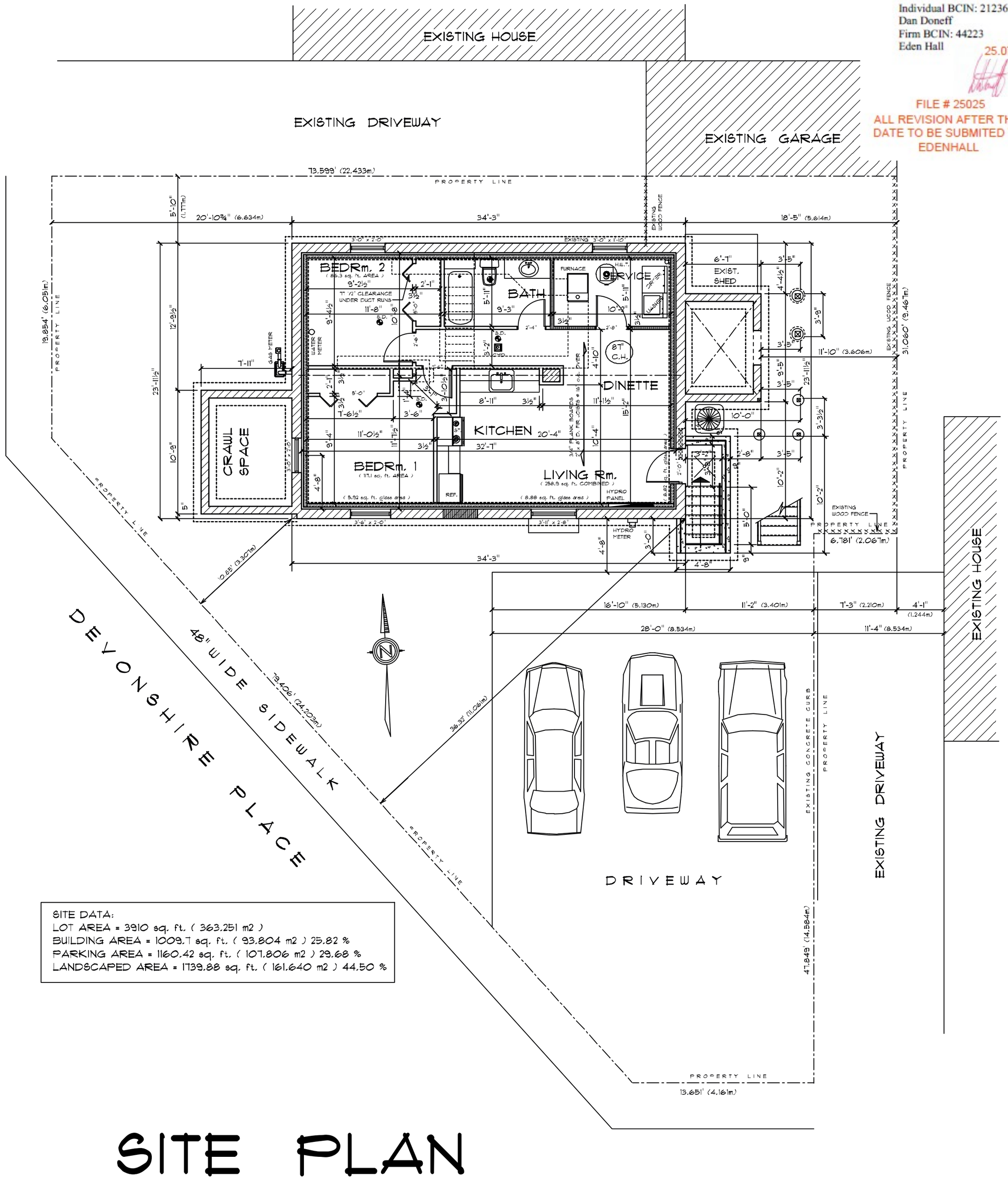
Date:	Scale:	Job No:
JUNE 13/25	N.T.S.	1082
Drawn:	BCIN:	Sheet No:
R. WALPOLE	23257	A 5

I have reviewed and taken responsibility for the design activities as required by Div.C Part 3 - 3.2.4 of the O.B.C.

Individual BCIN: 21236
Dan Doneff
Firm BCIN: 44223
Eden Hall

25.07.07

FILE # 25025
ALL REVISION AFTER THIS DATE TO BE SUBMITED TO EDENHALL



SITE DATA:
LOT AREA = 3910 sq. ft. (363.251 m2)
BUILDING AREA = 1009.7 sq. ft. (93.804 m2) 25.82 %
PARKING AREA = 1160.42 sq. ft. (107.806 m2) 29.68 %
LANDSCAPED AREA = 1739.88 sq. ft. (161.640 m2) 44.50 %

SITE PLAN

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Drawing: SITE PLAN

Date:	Scale:	Job No:
JUNE 13/25	N.T.S.	1082
Drawn:	BCIN:	Sheet No:
R. WALPOLE	23257	A 6

ST. THOMAS THE RAILWAY CITY	**Report No.:** COA1-2026
Directed to: Members of the Committee of Adjustment	**Meeting Date:** 01/22/2026
Department: Planning & Building Services Department **Prepared by:** Steve Craig, Senior Planning Technician	**Attachment:** Location Plan, Aerial Photograph (2020) and Figure 1.
Location: 3 Regent Street, City of St. Thomas	

Applicant: Dallas Posthumus

Subject: Request for a minor variance pursuant to Section 45(1) of the Planning Act, R.S.O.

Recommendation:
That: Report COA1-2026 relating to an application for a minor variance at 3 Regent Street be received for information.

Background:
Minor Variance Application COA1-2026 has been filed for the purpose of facilitating the conversion of the existing building located on the subject lands to accommodate a total of three (3) two-bedroom dwelling units, as shown on the comprehensive plans accompanying the application.

Requested Variance(s):

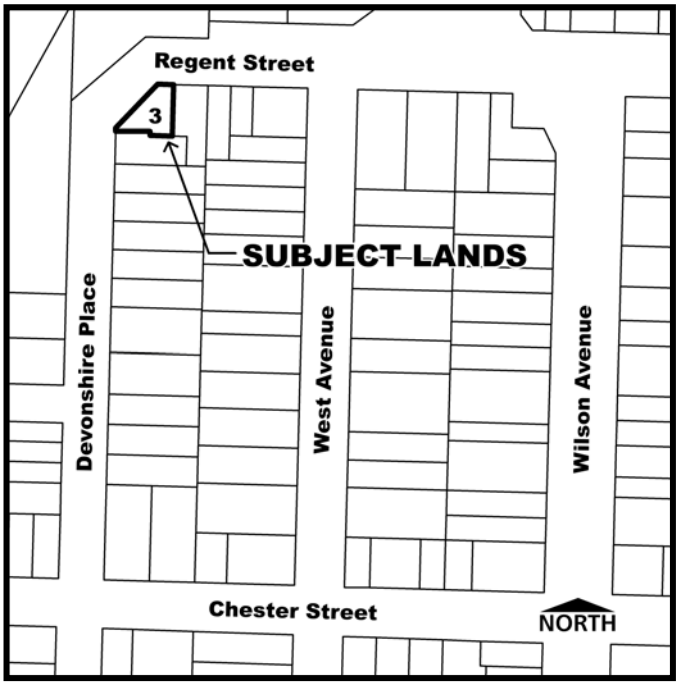
(i) To permit a residential driveway with a width of 11.13m, whereas the Zoning By-law defines a residential driveway as the uncovered portion of a lot in a residential zone which is not greater than 6m in width (1.99(iii)).

(ii) To permit a residential driveway and parking spaces to be located within a front yard with a maximum area of 52%, whereas the Zoning By-law provides that no parking lot, parking space or residential driveway shall be located or used within a front yard if the area of all driveways, parking spaces and parking lots in such yard exceeds 50% of the area of such yard (4.2.6.3(c)).

(iii) To permit a deck and exterior stairs on the south side of the dwelling, as shown on the SKETCH prepared by AGM, dated December 17, 2025, whereas the Zoning By-law requires a deck to be setback a minimum 6.5m from the rear lot line and exterior stairs to be setback a minimum of 7.5m from the rear lot line. (Table 1 to Subsection 7.4, Column No. (9), Item No. 10 of the Zoning By-law requires a minimum rear yard depth of 9m, a deck can project into a required rear yard a maximum of 2.5m and an exterior staircase can project into a required rear yard up to a maximum of 1.5m (4.2.2)).

(iv) To permit exterior stairs on the south side of the dwelling, as shown on the SKETCH prepared by AGM, dated December 17, 2025, whereas the Zoning By-law requires exterior stairs to be setback a minimum of 1m from an interior side lot line. (Table 1 to Subsection 7.4, Column No. (9), Item No. 11(a)).

Provincial Planning Statement, 2024 (PPS):



- The Provincial Planning Statement (PPS 2024) provides directions on matters of Provincial interest related to land use planning and development.
- Decisions by planning authorities (i.e., Committee of Adjustment) that require approval under the Planning Act must be consistent with the PPS.
- The proposed development is consistent with the policies of the PPS with respect to:
  - ✓ Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by permitting and facilitating all types of residential intensification (2.2 Housing). Intensification means the development of a property, site or area at a higher density than currently exists through the expansion or conversion of existing buildings (8 Definitions).
  - ✓ Settlement areas shall be the focus of growth and development, and land use patterns should be based on densities and a mix of land uses which: efficiently use land and resources (2.3.1 General Policies for Settlement Areas).
- The requested variances are consistent with the Provincial Planning Statement (PPS 2024).

St. Thomas Official Plan:

- The subject lands are within the Residential designation as shown on Schedule A (Land Use Plan) to the Official Plan for the City of St. Thomas.
- The Residential designation goals include (5.1.2 Goals Residential):
  - ✓ to encourage the provision of housing that is affordable to moderate- and lower-income households on a City-wide basis (5.1.2(v)).
  - ✓ to encourage residential intensification, infill and redevelopment activity in the City to provide appropriate housing for families, seniors and other special needs groups (5.1.2(viii)).
- The Residential designation means the predominant use of land shall be for low, medium, and high-density residential use (5.1.3.1 Residential).
- Within a low-density residential area, the main permitted uses shall include single detached, semi-detached, duplex and triplex residential dwellings.
- Infilling and intensification of low-density residential areas shall be encouraged where deemed appropriate (Low Density Residential 5.1.3.2).
- Council shall encourage the development of new residential units through intensification of low-density residential dwellings as a means of contributing to the Provincial objective of providing housing that is affordable to moderate- and lower income households in the municipality (Low Density Residential 5.1.3.2).
- The development of new residential units through the conversion of existing dwelling units is permitted subject to the following policies (Conversion 5.1.3.7):
  - (i) adequate minimum dwelling unit areas must be maintained within the converted dwelling. *(Conforms, all three (3) of the two-bedroom dwelling units conform with the Zoning By-law's minimum floor area requirement of 56sqm (Basement 61.22sqm, Main Floor 84.15sqm and Upper Floor 76.23sqm)*;

(ii) any addition of a dwelling must provide adequate front, side and rear yards to protect neighbouring residences. *(Not applicable, no additions to the existing dwelling are proposed, all three (3) of the dwelling units will be contained within the existing building)*;

(iii) adequate off-street parking for residents and guests must be provided; however, off-street parking in the front yard located between the dwelling and the street line will be restricted through the implementing restricted area Zoning By-law *(Conforms, all three (3) dwelling units will be provided with one (1) parking space, in accordance with the Zoning By-law for a converted dwelling. In addition, there is sufficient area on the driveway to accommodate two (2) additional tandem/stacked parking spaces within the limits of the lot);*

(iv) the proposed residential use must be compatible with the density and character of adjacent residential development. *(Conforms with the Zoning By-law, the R3 zone permits a maximum of (4) dwelling units per lot).*

(v) adequate municipal services, including storm and sanitary sewers are required. *(The Environmental Services Department reviewed the proposal through the City's consultation process and no concerns with municipal services were noted)*;

(vi) any increase in traffic movements to and from the site is consistent with existing traffic movements on adjoining streets and the roads are capable of handling the increase in traffic. *(The Environmental Services Department reviewed the proposal through the City's consultation process and no concerns with traffic movement were noted)*.

- The requested variances are in conformity with the general intent and purpose of the Official Plan.



St. Thomas Zoning By-Law 50-88:

- The subject lands are within the Third Residential Zone (R3), as shown on Zoning Map 19, pursuant to the City of St. Thomas Zoning By-Law No. 50-88, as amended.
- Permitted uses of the R3 zone include a converted dwelling (7.1(h)). Converted dwelling means a building in which the number of dwelling units has been increased or decreased since the passing of this by-law with or without a change in the floor area of the building and where each dwelling unit has an independent entrance or entrances through a common vestibule or hall (1.24).
- No additions to the existing dwelling are proposed, all three (3) of the dwelling units will be contained within the existing building. The applicable zoning regulations for a converted dwelling include (Table 1 to Subsection 7.4, Column No. (9)):
  - ✓ Maximum number of dwelling units - 4 per lot (*Conforms, proposed 3 dwelling units*).
  - ✓ Minimum dwelling unit floor area two-bedroom - 56sqm (*Conforms, basement unit 61.22sqm, main floor unit 84.15sqm and upper floor unit 76.23sqm*).
  - ✓ Minimum number of parking spaces - 1 per dwelling unit (*Conforms, proposed 1 per dwelling unit*).
- The requested variances are in conformity with the general intent and purpose of the Zoning By-law.

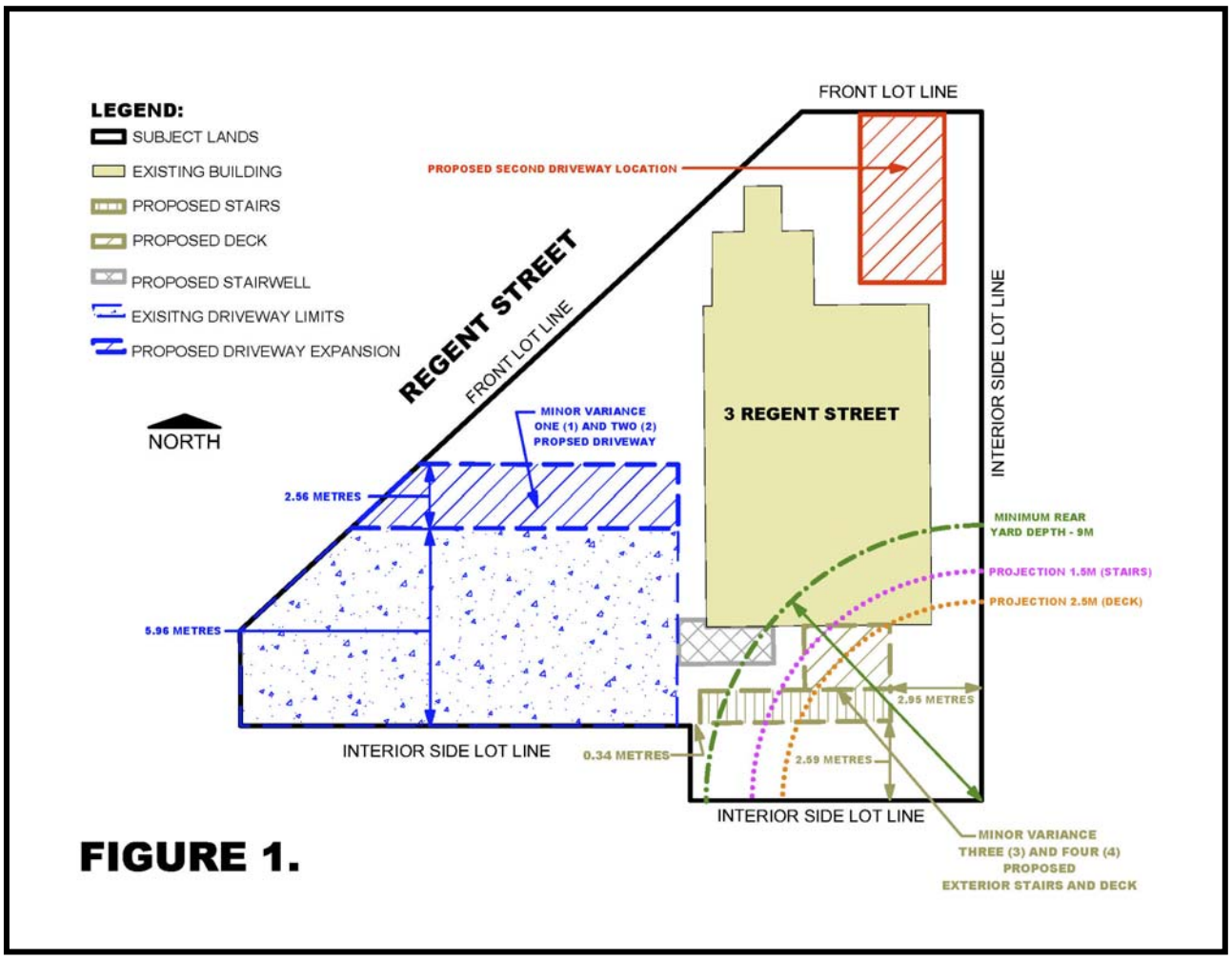


FIGURE 1.

Legislative Framework for a Minor Variance (Four (4) Tests):

In considering this application, the Committee shall have regard to the following criteria and determine whether the:

1) general intent and purpose of the Official Plan will be maintained;
2) general intent and purpose of the Zoning By-law will be maintained;
3) variance is desirable for the appropriate development or use of the land, building or structure; and
4) the requested variance is minor in nature.

Comments:

- The existing building located on the subject land is currently used as a single detached dwelling.
- The applicant is in the process of converting the building to accommodate a total of three two-bedroom dwelling units.
- The variances requested are for the purpose of accommodating three parking spaces on the lot and exterior stairs and an upper deck in the rear yard.
- Originally the applicant inquired about constructing a second driveway on the north side of the dwelling (See Figure 1.) to accommodate a third parking space, which would not require approval from the Committee of Adjustment, i.e. minor variances.
- Through the City's consultation process the Manager of Development and Compliance, Environmental Services Department, raised safety concerns with a second driveway on the lot, therefore staff's preference is to expand the driveway to the north to accommodate a third parking space.
- Due to the irregular shape of the lot and location of the existing building it is not possible to accommodate exterior stairs and a deck in the rear yard in accordance with the Zoning By-law.
- The lot and building were established in 1905, which predates the City of St. Thomas Zoning By-law's and are legal non-complying. The exterior stairs and deck are permitted accessory structures to a converted dwelling and will provide access to a second storey dwelling unit.
- In Staff's opinion the requested variances meet the general intent and purpose of the Official Plan, Zoning By-law, are minor in nature, and are desirable and appropriate for the use of the lands, thereby satisfying the four tests, as set out in Section 45 of the Planning Act.
- Planning staff recommend that Minor Variance application COA1/2026 be approved. Should the Committee of Adjustment approve the application, the decision should reflect that the Committee approves the variances in accordance with the plans accompanying the application.

Respectfully submitted,
Steve Craig,
Sr. Planning Technician