

TO: Hillside Media Communications Ltd.
P.O. Box 356
Station 'A'
Toronto, Ontario
M5W 1C2

RE: Display of topiarian corporate logo between Dowling and Roncesvalles Avenues,
City of Toronto, adjacent to the Frederick G. Gardiner Expressway.

The undersigned Advertiser hereby agrees with Hillside to have displayed a
topiarian panel on the above lands on its behalf as detailed in Schedule "A"
hereto attached.

SUMMARY:

Panels contracted for herein: One

Production Cost: Not to exceed \$25,000.00 plus H.S.T.
Payment is due on signing of contract.
Advertiser to choose Logo A, B or C four
weeks prior to commencement of
production.

Duration of Contract: 3 years – Commencement date and Logo
placement based on next availability.

Annual Rental: \$109,000.00 Annually plus H.S.T.
Payment is due in advance prior to the 1st
day of each year of the term.

The General Terms and Conditions and Schedule "A" hereto are part of this
Agreement and binding upon the parties hereto.

DATED at Toronto, Ontario this day of 2012.

Advertiser:
Metrolinx – An agency of the Government of Ontario

Authorized Signing Officer

HILLSIDE COMMUNICATIONS LTD.

Per: _____

GENERAL TERMS AND CONDITIONS

1. The panel of each Advertiser shall be installed and maintained throughout the contract period by Hillside.

"Maintenance" shall include watering, replacing, pruning, cutting, fertilizing, seeding, clean-up and general housekeeping duties to maintain each panel in accordance with the standards determined by the landscaper to create and maintain a first-class topiarian display to the satisfaction of the Advertiser. If Hillside is in default of its maintenance obligations, the Advertiser shall provide Hillside with written notice of its default. If Hillside fails to rectify such default within ten (10) business days, the Advertiser shall be entitled to immediately terminate this Agreement. Upon such termination no other amounts shall be due or payable to Hillside.

2. Each logo or letter unit shall be installed to appear equidistant, balanced and level when viewed from the Gardiner Expressway and the railway tracks adjacent thereto.
3. The payments referred to in page 1 herein shall be due and payable as therein set forth. Interest on overdue accounts shall be charged at 1 % per month (12% per annum) calculated and payable monthly.
4. The Advertiser shall be at liberty to change its panel at any time during the contract period subject always to Hillside's written approval and acceptance as to design and additional cost, which approval and acceptance shall not be unreasonably withheld.
5. Notwithstanding any other provision of this agreement, the Advertiser may, without consent, assign its rights and obligations under this agreement to a person that directly or indirectly controls, is controlled by or under common control with the Advertiser and to a purchaser of all or substantially all of the Advertiser's assets. A change of control of the Advertiser shall not be considered an assignment of this agreement.
6. All costs, charges, and expenses for the installation and maintenance of all illumination equipment and all electrical energy charges shall be the responsibility of and be paid for by Hillside. The Advertiser's panel will be provided with illumination.
7. All plantings and electrical installations within the panel are the property of and belong to Hillside.
8. The Advertiser shall indemnify and save harmless Hillside from all claims, demands, awards, loss, damages, costs, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with the subject matter, logo or design of the Advertiser incorporated into the panel.
9. Hillside shall indemnify and save harmless the Advertiser from all costs and expenses and from all claims, demands, awards, loss, damages, costs, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the erection, use, maintenance, presence or removal of the Advertiser's panel covered under the terms of this Agreement, save and except for any matter arising out of the subject matter, logo, or design of the Advertiser incorporated into the panel.

10. Hillside may, by fifteen (15) clear days notice in writing, terminate this Agreement if the Advertiser is in default of any monthly payment, or if the Advertiser becomes insolvent or bankrupt, or if the Advertiser's business is placed into the hands of a receiver or trustee for the benefit of its creditors provided that the advertiser shall be entitled 10 business days to rectify such default. Upon such termination, all amounts owing or accruing to Hillside shall immediately become due and payable to Hillside. Hillside shall be at liberty to remove the Advertiser's panel on such termination.
11. If Hillside or its landscaper is bona fide delayed or hindered in, or prevented from the performance or any term or act herein by reason of strikes, labor troubles, power failure, riots, insurrection, war, act of God, or other reasons which are not Hillside's fault, then the performance of such term or act is excused for the period of the delay and Hillside shall be entitled to complete such term or act within the appropriate time period after the expiration of the period of such delay.
12. Upon giving Hillside one hundred and eighty (180) days notice in writing prior to the expiration of the original term the advertiser has the option to renew this Agreement for one additional term of three years with the same terms, rental rate and conditions.
13. If the panel is damaged or destroyed as a result of fire, the elements, accident, vandalism, or other perils as are insured against by Hillside, from time to time, and the cost of restoring exceeds twenty-five percent (25%) or more of the original production cost, or, if in the opinion of Hillside's landscaper, the panel cannot be repaired or replaced with reasonable diligence within thirty (30) days of the happening of such damage or destruction (which cost amounts and repair timing will promptly be communicated to Advertiser in writing by Hillside) the Advertiser may, at its option, terminate this Agreement by fifteen (15) days notice in writing to Hillside, and all payments hereunder shall be apportioned and paid in full only to the date of such destruction or damage. It is understood and agreed that Advertiser shall not pay or be liable for the rental monthly installments for the period from the day of such destruction or damage to the day that the panel is restored to its original condition.
14. Hillside shall comply with all laws, by-laws, rules and regulations of any governing body respecting the installation and use of the outdoor topiarian landscaping erected and maintained under the terms of this Agreement.
15. Upon the expiration of this Agreement, or any renewal hereof, Hillside shall be at liberty, at its expense, to remove the panel of the Advertiser without notice.
16. Hillside reserves the right at all times to refuse or accept, acting reasonably, any advertisement or logo which, in the opinion of Hillside, is of an offensive nature. Both Hillside and the Advertiser acknowledge that the topiarian panel shall not depict, advertise or lend recognition to any organization promoting or selling tobacco products, or the said products themselves or their brand names in any way whatsoever.
17. The Advertiser shall have the right to represent or depict its panel in other media advertising without the consent of Hillside. Nothing in this contract shall be interpreted as granting Hillside any exclusivity rights in regards to Advertiser's advertising rights or right to use any other third party for its advertising or marketing.

18. Nothing herein shall constitute Hillside an agent of the Advertiser.
19. Hillside agrees not to assign this Agreement or any portion thereof to any other company or person without the written permission of the Advertiser.
20. Hillside shall not rent, sale, lease, install, offer to display or make available in any form any such panel to any other third party carrying on business in direct competition with the Advertisers core business without the prior written approval of Advertiser.

-END-

SCHEDULE "A"

Schedule "A" to be comprised of an artist examples of the Agropur rendering of the topiarian display.

Logo A – Option 1



Logo B – Option 2



Logo C – Option 3

