

Properties

PIN 55056 - 0244 LT
Description FIRSTLY: PT LTS 20 & 21 CON 3 MILITARY TRACT HALLOWELL BEING PT 1 PL 47R8984; COUNTY OF PRINCE EDWARD SECONDLY: PT LTS 20 & 21 CON 3, MILITARY TRACT HALLOWELL BEING PT 4 ON PL 47R-8984; COUNTY OF PRINCE EDWARD
Address PRINCE EDWARD

PIN 55056 - 0243 LT
Description FIRSTLY: PT LT 21 CON 3 MILITARY TRACT HALLOWELL BEING PT 3 ON PL 47R8984; COUNTY OF PRINCE EDWARD SECONDLY: PT LT 21 CON 3 MILITARY TRACT HALLOWELL BEING PT 6 ON PL 47R8984; COUNTY OF PRINCE EDWARD
Address PRINCE EDWARD

Consideration

Consideration \$1.00

Party From(s)

Name PICTON PROPERTIES INC.
Address for Service
 I, Gerald Asa, Co-President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)*Capacity**Share*

Name SOBEYS CAPITAL INCORPORATED
Address for Service 4980 Tahoe Blvd.
 Mississauga, ON L4V 0C7
 Attention: Director, Legal Services, Sobeys Ontario

Statements

The applicant is prepared to produce the document for inspection within fourteen (14) days of the request and the applicant consents to the cancellation of the document on presentation of proof satisfactory to the Land Registrar that the document was not produced upon request.

Term : Twenty (20) years. Expiry Date: Twenty (20) years following the Commencement Date that is the earlier of the following dates: (a) the date on which the Tenant opens the Premises for business to the public; and (b) 210 days after the Possession Date.

Right or option to purchase, None

Provision for renewal or extension, five (5) additional terms of five years each and one (1) further additional term at five years less 1 day

The registered owner(s) is a party to the Lease or consents to the registration of the Notice of Lease.

Schedule: See Schedules

Signed By

Bram Stanley Potechin 300-1565 Carling Avenue acting for Signed 2020 03 25
 Ottawa Party From(s)
 K1Z 8R1

Tel 613-563-7544

Fax 613-563-4577

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

MEROVITZ POTECHIN LLP 300-1565 Carling Avenue 2020 03 26
 Ottawa
 K1Z 8R1

Tel 613-563-7544

Fax 613-563-4577

Fees/Taxes/Payment

Statutory Registration Fee \$65.05
Provincial Land Transfer Tax \$0.00
Total Paid \$65.05

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 55056 - 0244 FIRSTLY: PT LTS 20 & 21 CON 3 MILITARY TRACT HALLOWELL BEING PT 1 PL 47R8984; COUNTY OF PRINCE EDWARD SECONDLY: PT LTS 20 & 21 CON 3, MILITARY TRACT HALLOWELL BEING PT 4 ON PL 47R-8984; COUNTY OF PRINCE EDWARD
55056 - 0243 FIRSTLY: PT LT 21 CON 3 MILITARY TRACT HALLOWELL BEING PT 3 ON PL 47R8984; COUNTY OF PRINCE EDWARD SECONDLY: PT LT 21 CON 3 MILITARY TRACT HALLOWELL BEING PT 6 ON PL 47R8984; COUNTY OF PRINCE EDWARD

BY: PICTON PROPERTIES INC.
TO: SOBEYS CAPITAL INCORPORATED

1. BRAM POTECHIN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for SOBEYS CAPITAL INCORPORATED described in paragraph(s) (c) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$1.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$1.00

4.

Explanation for nominal considerations:
r) lease term of which including any renewals cannot exceed 50 years

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (a) This is not a conveyance of land that is located within the "specified region".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Notice Of Lease
LRO 47 Registration No. EC57115 Date: 2020/03/26

B. Property(s): PIN 55056 - 0244 Address PRINCE EDWARD Assessment -
Roll No
PIN 55056 - 0243 Address PRINCE EDWARD Assessment -
Roll No

C. Address for Service: 4980 Tahoe Blvd.
Mississauga, ON L4V 0C7
Attention: Director, Legal Services, Sobeys Ontario

D. (i) Last Conveyance(s): PIN 55056 - 0244 Registration No. EC52470
PIN 55056 - 0243 Registration No. EC52470

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

LAND TRANSFER TAX STATEMENTS

E. Tax Statements Prepared By: Bram Stanley Potechin
300-1565 Carling Avenue
Ottawa K1Z 8R1

Schedule

This instrument has been registered solely for the purpose of giving notice on title of the Centre Lease, as amended, (the "Lease"). The failure to mention any other terms or obligations in this instrument shall not affect the parties' rights and obligations pursuant to the Lease, as the same may be amended from time to time. In the event of a contradiction or inconsistency between the terms of this instrument and the terms of the Lease, the terms of the Lease, as the same may be amended from time to time, shall prevail.

The following are some of the terms and conditions of the Lease:

Section 6.01 Covenants by Landlord

(a) The Landlord shall continuously, actively and diligently operate and maintain (including the making of all necessary repairs and replacements thereto) the Centre, including, without limitation, the Common Areas and Facilities, in accordance with first class shopping centre practices, as would a prudent owner of a similar centre, having regard to the size and location of the Centre. The Landlord shall use its commercially reasonable efforts (1) to lease all of the Rentable Area of the Centre and (2) to the extent the Landlord is legally required to do so, to ensure that all tenants of the Retail Premises are open to the public for business during at least the business hours established from time to time by the Landlord, having regard to the nature of the Landlord's obligations pursuant to this Section 6.01 and pursuant to its other covenants, obligations or agreements contained in this Lease, and without limiting the generality thereof, the Landlord shall:

(vii) provide free and uninterrupted access to and from the Truck Receiving Area (shown on Schedule "B-2"). Without limiting the generality of the foregoing, the Landlord acknowledges that all trucks delivering merchandise to the Premises shall at all times have the right of passage over the Truck Receiving Area, together with all approaches thereto over the relevant portions of the Common Areas and Facilities from adjoining public highways and that the Landlord shall not allow any parking in such approaches or in the Truck Receiving Area or alter the width thereof from that in existence on the Commencement Date without the prior written consent of the Tenant;

Section 8.01 Tenant's Exclusive Rights

The Tenant at any time and from time to time, at its option, and without payment to the Landlord, shall have the irrevocable right and licence to install, use or replace the following portions of the Common Area and Facilities in the Centre:

- (a) the exclusive right to use the Truck Receiving Area, shown on Schedule "B-2" attached.
- (b) the exclusive use during such periods as may from time to time be selected by the Tenant of the Outdoor Selling Area shown on Schedule "B-2" attached, which the Tenant may use for any selling activity which is permitted by Section 9.01 hereof. In connection with such use, the Tenant may construct and erect at its sole cost and expense on the Outdoor Selling Area a perimeter fence and such structures and other improvements as the Tenant considers appropriate in its sole discretion to provide sales facilities and the storage and display of merchandise. Notwithstanding the above, if the

Tenant shall be responsible for all costs whatsoever including but not limited to development fees etc. relating to same.

- (c) the exclusive use of the area in the back of the Premises shown on Schedule "B-2" attached, for the use of any garbage compactor or bin serving the Premises. The Tenant shall arrange for the removal of its garbage from such garbage compactor or bin at its sole cost and expense, and shall not be required to contribute towards the Landlord's costs of garbage removal from other tenants in the Centre so long as the Tenant is responsible for the removal of its garbage from such garbage compactor or bin;
- (d) the exclusive use of the area shown on Schedule "B-2" attached, for the storage of shopping carts;
- (e) the exclusive use of the area in the back of the Premises shown on Schedule "B-2" attached, for outdoor storage;
- (f) the exclusive use of the sidewalk area for product dispensing machines or similar retail uses provided such uses are not in breach of any restrictions previously granted to other tenants currently operating in the Centre shown on Schedule "B-2" attached;
- (g) subject to compliance with all lawful requirements of governmental bodies having jurisdiction, the Tenant shall have the right during the Term to install receiving and transmitting devices, as well as temporary promotional balloons and similar temporary advertising features upon the roof of the Building.

Section 9.02 Prohibited Activities

- (a) Centre Restriction: To the intent that this covenant shall run with the Lands and any enlargement thereof or additions thereto, which now or may hereafter be owned or controlled by the Landlord or any Person under the Landlord's control, or associated or affiliated with the Landlord, whether or not such enlargement or addition are separated from the Premises by any lane, road, street or highway or otherwise, throughout the Term the Landlord covenants and agrees that it or any such Person shall not occupy or use, nor suffer or permit to be occupied or used, any of the aforesaid lands (other than the Premises) in whole or in part, for or with respect to or in connection with carrying on the business of the sale of any food and/or food products or non-alcoholic beverages, without first obtaining the written consent of the Tenant, which may be unreasonably or arbitrarily withheld notwithstanding any law, statutory or otherwise, to the contrary. Further no premises owned or controlled by the Landlord or any Person under the Landlord's control, or associated or affiliated with the Landlord within 3 kilometers of the Centre may be used as a food supermarket.

Notwithstanding the foregoing, the following uses are permitted in the Centre and on Parcel B combined:

- (i) a) Two (2) restaurant(s), sit down or take out, not to exceed a total aggregate area of 6,000 square feet which may not be located in the No Restaurant Zone outlined in heavy dashed line on the plan attached as Schedule "B-4 on the Centre lands; b)

Subject to Municipal approval, there are no restrictions on the number of restaurants, sit down or take out, that shall be permitted on the Parcel B lands.

- (ii) One (1) pet food store;
- (iii) One (1) ice cream store;
- (iv) one weight loss clinic selling its own branded food to its clients;
- (v) a) No more than three (3) fast food or take out (which for clarity shall include coffee shops), not to exceed a total aggregate area of 6,000 square feet which may not be located in the No Restaurant Zone outlined in heavy dashed line on the plan attached as Schedule "B-4 on the Centre lands; b) Subject only to municipal approval, there shall be no restrictions on the number of fast food or take out (which for clarity shall include coffee shops) that shall be permitted on the Parcel B lands.
- (vi) A retail drugstore and pharmaceutical dispensary (the "Drugstore"), which shall be a permitted use subject to the following conditions:
 - 1. the Drugstore shall have a maximum floor area of 18,500 square feet, and if the store area is smaller the sale of food products shall be reduced proportionately;
 - 2. The sale of food and food products from the Drugstore shall be permitted (including without limitation the sale of frozen food, dairy products and pre-packaged baked goods) but shall be limited to a maximum floor area of 1,600 square feet. Notwithstanding the foregoing, no fresh produce, fresh meat, fresh poultry, fresh fish, fresh seafood or fresh on-site baked goods shall be offered for sale from the Drugstore.
 - 3. There shall be no restrictions on the sale of the following items by the Drugstore which for greater certainty shall not be considered food and food products for the purposes of the calculation of the 1,600 square feet maximum floor area referred to above:
 - (a) confectionary products and snack foods (such as chocolate bars, chips, gum, popcorn, pretzels, cookies, crackers, biscuits, puddings and granola bars, and similar items);
 - (b) soft drinks and other non-dairy beverages such as water and fruit juices;
 - (c) pet food;
 - (d) infant formula, baby food and dietary supplement products.
- (vii) one retail "dollar" store selling a variety of discount general merchandise priced at One Dollar (\$1.00) to Two Dollars (\$2.00), more or less, but not to exceed Ten Dollars (\$10.00), inclusive of some food items and confections, as exist in other

The Landlord covenants that the above-noted restrictions shall form part of the Drugstore's lease.

Dollarama dollar stores, subject to the following restrictions. Landlord shall ensure that the dollar store tenant agrees that no one category will become the principal product of the tenant's retail business.

The dollar store tenant will not use any portion of its premises as a retail drug store or pharmacy requiring the supervision of a licensed pharmacist. The dollar store tenant shall not be permitted to use any portion of the Premises for the operation of a food supermarket or wholesale or retail store which carries on directly or indirectly the business of a grocer or a retailer in fresh or frozen meats, fruits, vegetables, fish, poultry, bakery, pre-packaged bread, delicatessen, bulk food or dairy products whether such goods are sold or given away ("Prohibited Items"). Notwithstanding the foregoing, the restriction against the sale of Prohibited Items shall not prohibit the dollar store from selling non-perishable food items such as, by way of example but without in any way restricting the generality of the foregoing, canned foods, including canned fish and pre-packaged cookies, cakes and pastries not prepared on the dollar store premises (the "Permitted Items") provided that the maximum rentable area used for the sale or display of Permitted Items shall be in an area or no more than the lesser of: (a) 800 square feet of rentable area within the dollar store premises; or (b) 10% of the rentable area of the dollar store premises (the "Permitted Area"). The dollar store may sell brand name non-perishable food items, as but not limited to, Coke, Evian and Kraft (the "National Brands"), in 20% of the Permitted Area subject to the dollar store tenant not promoting the National Brands as loss leaders (as this expression is used in the retail industry) in the normal course of its business. In the event that the dollar store tenant's lease which provides that the tenant shall lose the right to sell National Brands from its premises if it violates this provision. For clarity, it is understood and agreed that the dollar store tenant may sell confectionary items, such as candy, chocolate bars, pre-packaged, single-serving ice-cream, soft drinks, chips and gum and the area used for the sale of such confectionary items shall not be included in the calculation set out above for the sale of Permitted Items. The Landlord covenants that the above-noted restrictions shall form part of the dollar store tenant's lease.

- (b) Radius Restriction: To the intent that this covenant shall run with any lands within a radius of three (3) kilometres from the Premises which now or may hereafter be owned or controlled by the Landlord or any Person under the Landlord's control, or affiliated with the Landlord, throughout the Term the Landlord covenants and agrees that it or any such Person shall not occupy or use, nor suffer or permit to be occupied or used, any of the aforesaid lands (other than the Premises) and excluding any lands with an existing food store as of the date of execution of this Lease, in whole or in part, for or with respect to or in connection with carrying on the business of a food supermarket, (provided any such existing food store does not expand its premises) without first obtaining the written consent of the Tenant, which may be unreasonably or arbitrarily withheld notwithstanding any law, statutory or otherwise, to the contrary.
- (c) Noxious Use Restrictions: The Landlord further covenants and agrees, with the intent that this covenant shall run with and bind those lands upon which the Centre is located, that it shall not for the Term or any extension directly or indirectly or through the medium of any person, firm or corporation, lease or permit any part of the Centre, to be used for any of the following purposes or any combination thereof, without obtaining the prior written consent of the Tenant (which the Tenant may withhold in its sole discretion):

- i. a movie theatre or cinema unless said use is located a minimum 250 feet from the front door of the Premises;
- ii. a gym/fitness centre or pub unless said use is located a minimum 150 feet from the front door of the Premises in such circumstances only one (1) gym fitness centre and one (1) pub shall be allowed on the Centre lands. Notwithstanding the foregoing, there shall be no restrictions on the number of gym/fitness or pubs located on the Parcel B lands.
- iii. any entertainment or recreational facility which shall include, but shall not be limited to, a therapeutic massage parlour, skating rink, bowling alley, pool hall, billiard room, game parlour tavern, dance hall or other place of public or private amusement; Notwithstanding the foregoing, there shall be no restrictions on the number of gym/fitness or pubs located on the Parcel B lands.
- iv. a store used principally or in part for the sale of second hand goods, war surplus articles, insurance salvage stock, fire sale stock or for the sale of merchandise damaged by fire or purporting to be damaged by fire except merchandise damaged by a fire taking place in any premises; Notwithstanding the foregoing, any of the foregoing uses described in 9.02 c iv herein shall be permitted on the Parcel B lands subject to municipal approval.
- v. a private or public auction or a fire, bulk, "going out of business" or bankruptcy sale;
- vi. a pawn shop;
- vii. a funeral home or warehouse;
- viii. x-rated, adult only book or product store, x-rated adult only video store, x-rated adult only entertainment establishment or any store carrying illegal drug paraphernalia;
- ix. an off track betting shop;
- x. a casino;
- xi. a medical clinic unless said use is located a minimum 150 feet from the Premises;
- xii. any purpose that contravenes applicable laws.

The prohibitions set out above in Section 9.02(c) subsections (v) to (xii) shall also apply to Parcel B.

Section 13.03 Tenant's Right to Lease

If this Lease is terminated pursuant to this Article XIII and the Landlord thereafter within two years of such termination intends to commence or in fact commences the construction of a Centre or such other complex or development in which the Landlord intends to lease space in whole or in part for the purposes set out in the first sentence of Section 9.01 hereof, in whole or

in part of the Lands presently comprising the Centre, the Tenant shall have the first right to lease premises in the rebuilt Centre, such right to be exercisable within 90 days from the later of (i) receipt of written notice from the Landlord to the Tenant that the Landlord intends to commence such construction, and (ii) receipt by the Tenant of such other materials as the Tenant reasonably requires to make such decision. Such lease shall be on the same terms and conditions as are contained in this Lease and which would have prevailed during the balance of the Term of this Lease if the damage or destruction had not occurred. The term of such lease shall be equivalent, at least, to the period remaining of the Original Term or of any exercised Extension Term, at the date of the damage or destruction to the Centre, together with any unexercised Extension Term. If the Landlord intends to commence construction of a Centre or such other complex or development in which the Landlord intends to lease space in whole or in part for the purposes set out in the first sentence of Section 9.01 hereof, in whole or in part, on the Lands presently comprising the Centre, after the expiration of two years but before the expiration of three years from the date of such damage or destruction, the Tenant shall have first right of refusal in connection with such premises, such first right to be exercised within ninety days of receipt of written notice from the Landlord to the Tenant that the Landlord intends to commence such construction. If the Tenant does not elect to exercise such first right of refusal, the Landlord shall not, in any event, lease such premises to any other Person on any better terms and conditions than those contained in the notice previously given to the Tenant, without first giving the Tenant a new proposal containing any such better terms and conditions and granting to the Tenant the right to lease such premises on such better terms and conditions within the time and in the manner hereinbefore stated.

Section 16.01 Alteration of the Centre by Landlord

(a) The Landlord shall not cause, suffer or permit any construction (including kiosks), alteration, addition or change of any nature or kind whatsoever to be made in the Centre within the area shown outlined in heavy dashed line on Schedule "B-3" attached, or construct any leasable premises above any Retail Premises or above the Premises, without first obtaining the prior written consent of the Tenant to the size and location of such construction, alteration, addition or change, and the revised layout of the Parking Facilities, which consent may be unreasonably or arbitrarily withheld, notwithstanding any statutory provision or provisions to the contrary.

Section 18.02 Pylon Signs

The Landlord represents that it has erected or will erect, at its sole cost and expense, one illuminated pylon sign on the Centre of the size and in the location(s) shown on Schedule G, together with foundation and underground wiring connected to the Landlord's electrical panel, which complies with the requirements of all Laws. The Tenant's sign shall occupy the top position on such pylon and, subject to municipal approval, shall be larger than any other tenant's representation on the pylon. In no event shall the percentage which the area of the Tenant's sign space on such pylon sign bears to the area of the entire sign space of such pylon sign be less than the Tenant's Proportionate Share. In addition, subject to the Landlord obtaining the appropriate municipal approvals and construction of the first pylon sign, the Tenant shall have the option to erect its own exclusive pylon sign at its cost, in a location approved in writing by the Landlord, acting reasonably.

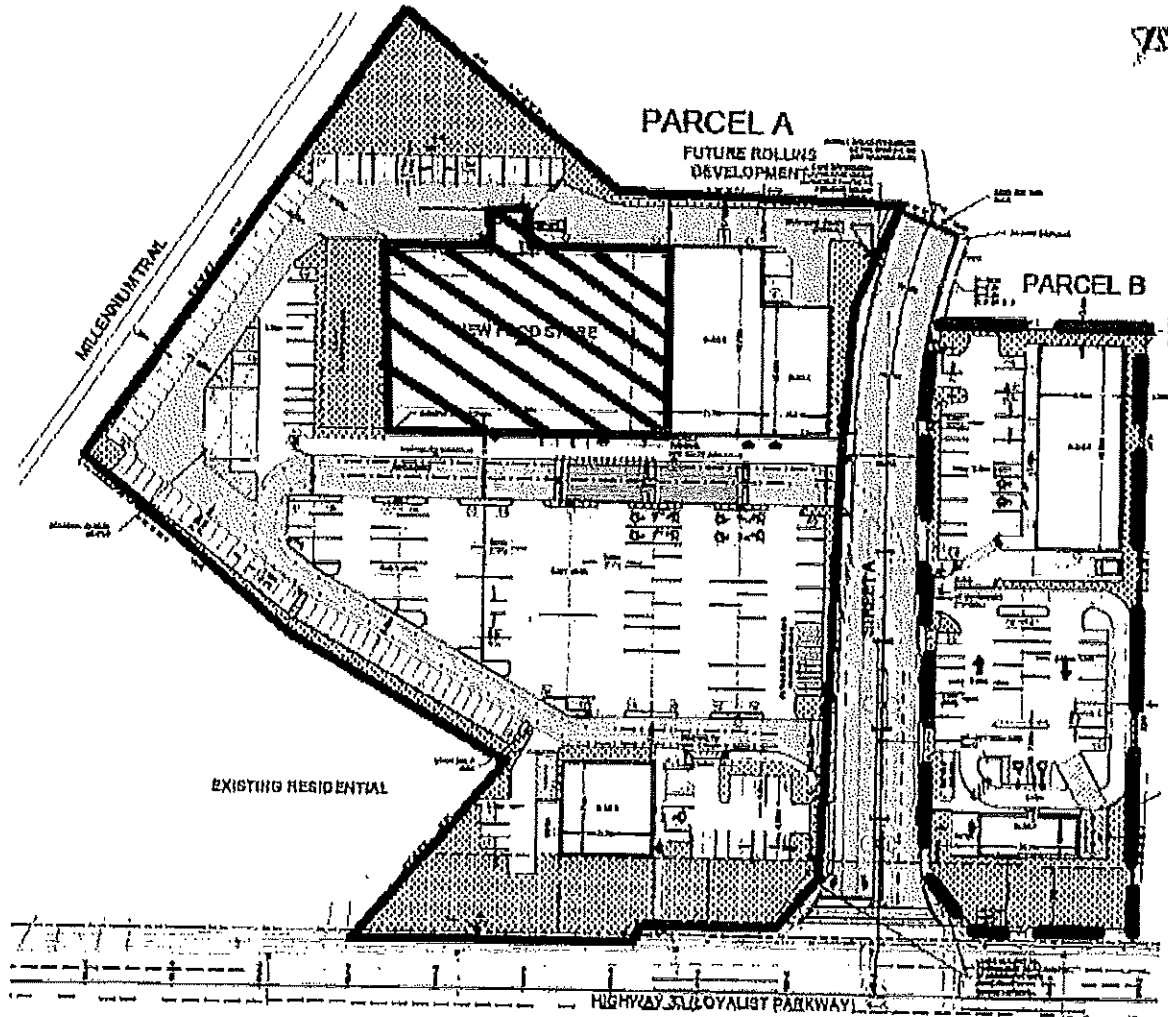
Save for the pylon sign erected by the Landlord pursuant to this Section 18.02, the Landlord shall not erect or permit to be erected any other pylon sign in the Centre without first obtaining the Tenant's written consent, which may be unreasonably withheld.

Section 30.01 Expansion

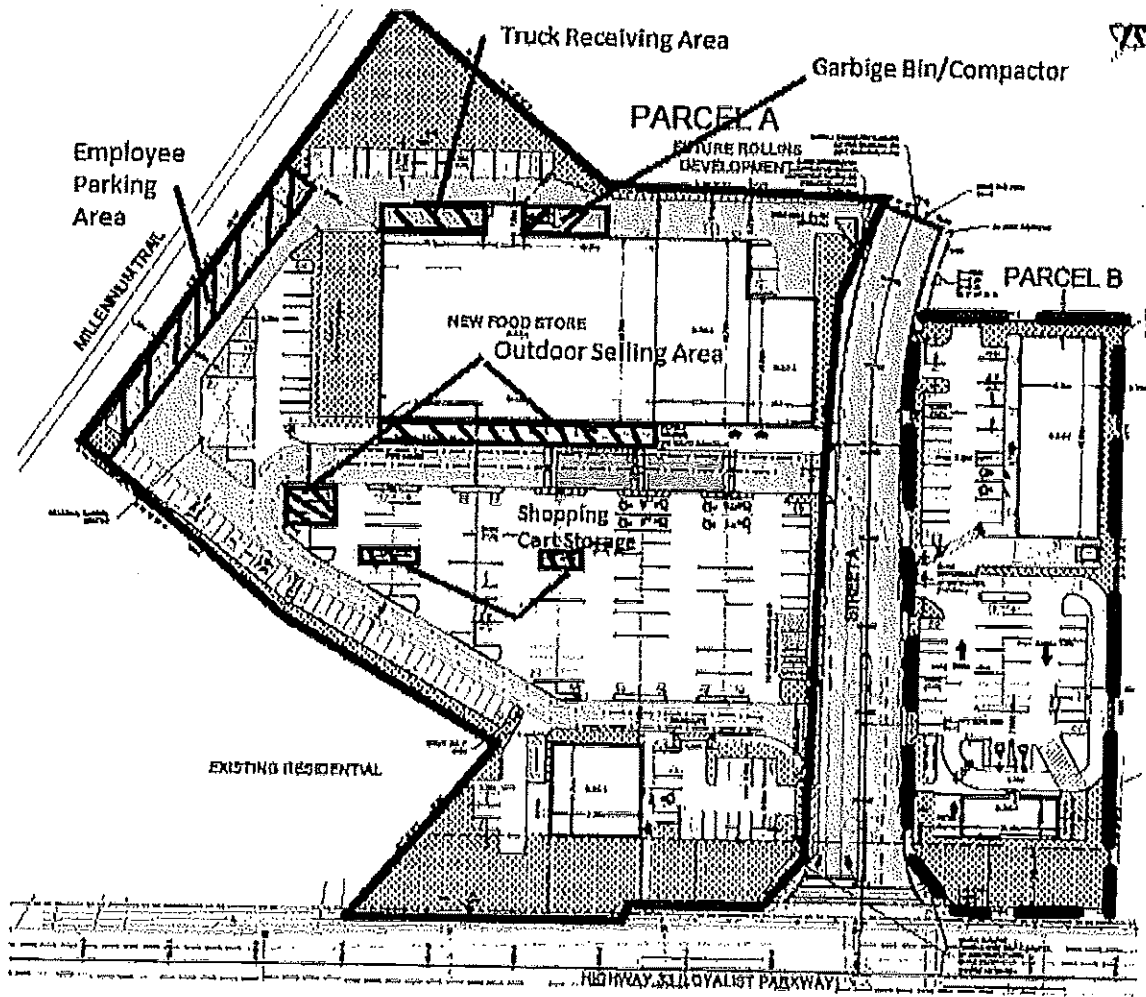
Upon receiving the approval of the Landlord (not to be unreasonably withheld or delayed) and, if applicable, the rezoning of the Centre, the Tenant shall have the right to expand the Premises by a maximum of 10,000 square feet, upon the following terms:

- a) rent for the expansion premises shall be as agreed in writing between the parties having regard to fair market rates for similar space in similar markets;
- b) The Landlord will perform any site work, pay development charges, and prepare pad for Sobeys' construction. The provisions of the Landlord's Work set out in Schedule "F" shall apply to the expansion of the Premises, mutatis mutandis. If the parties cannot agree on the financial terms of such expansion, such dispute may be referred to arbitration in accordance Article XXII of this Lease.
- c) The Landlord shall pay the Tenant at tenant allowance which will be the same allowance as originally paid for the Premises in accordance with Section 27.01 of this Lease, subject to the same percentage escalation between the simple average rent during the Original term and the rent during the new term.
- d) Commencing on the commencement date of the expansion premises, the Landlord and the Tenant will confirm a new fifteen (15) term for the whole of the Premises (which for clarity includes the expansion premises) and the tenant will have five (5) additional options to extend the term of the lease for the whole Premises, (which for clarity includes the expansion premises) for five (5) years (for clarity this is in addition to the Tenant's existing options to extend the Lease as set out in Section 3.04 of this Lease).
- e) the expansion will be located within the area outlined on the plan attached hereto as Schedule "B6".

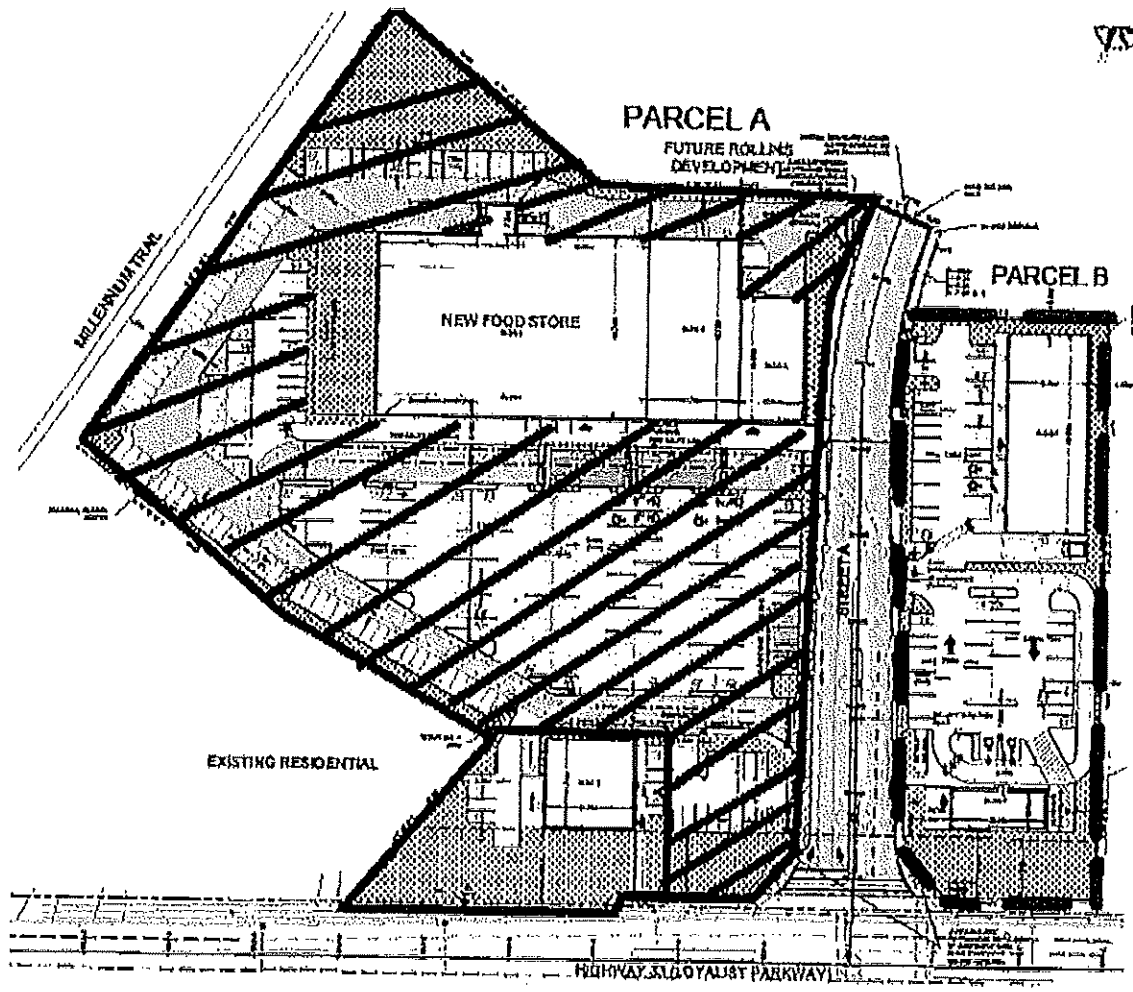
SCHEDULE "B-1"
LANDS; CENTRE; PREMISES PARKING FACILITIES;
RETAIL PREMISES



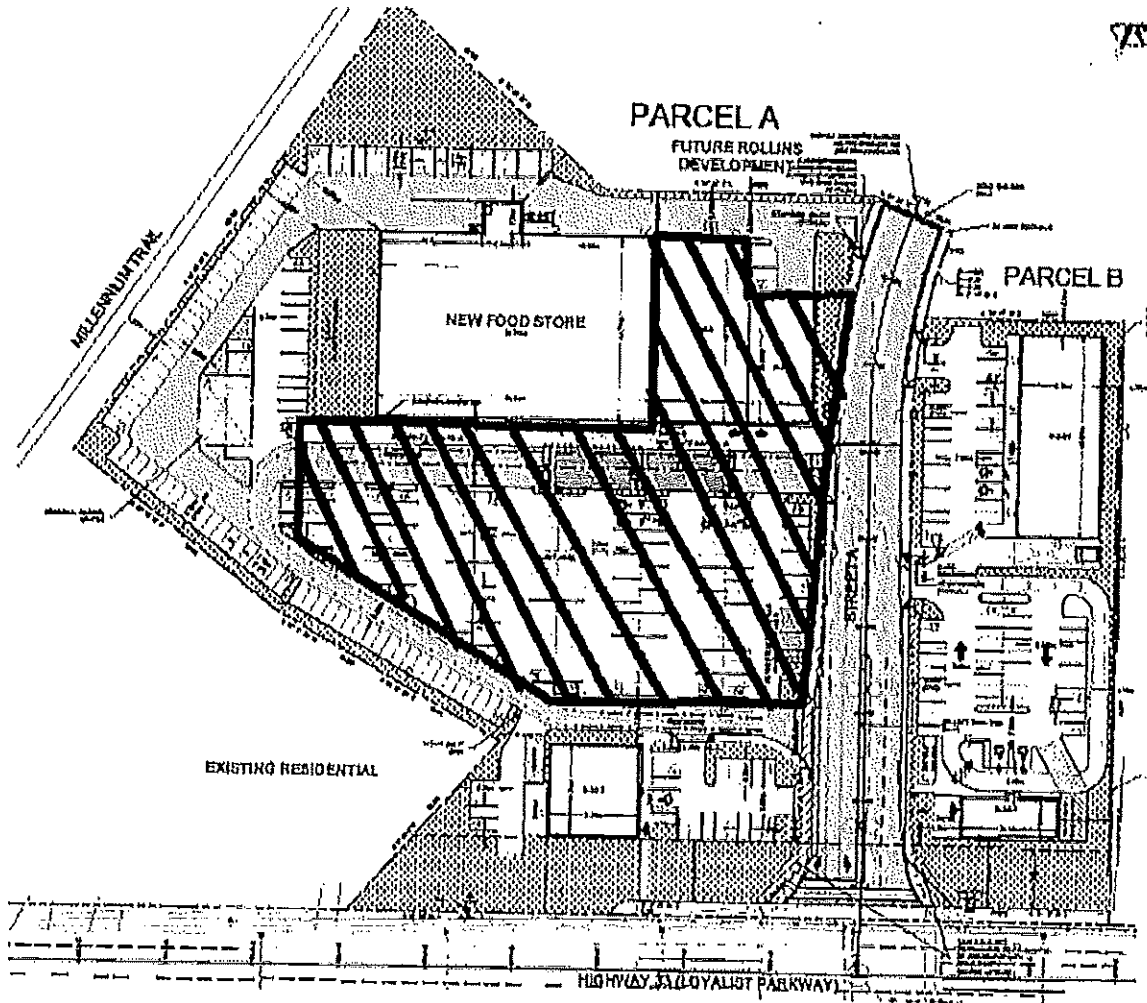
SCHEDULE "B-2"
EMPLOYEE PARKING AREA; TRUCK RECEIVING AREA;
OUTDOOR SELLING AREA; GARBAGE COMPACTOR/BIN;
SHOPPING CART STORAGE; OUTDOOR STORAGE; and SIDEWALK AREA



SCHEDULE "B-3 NO BUILD AREA

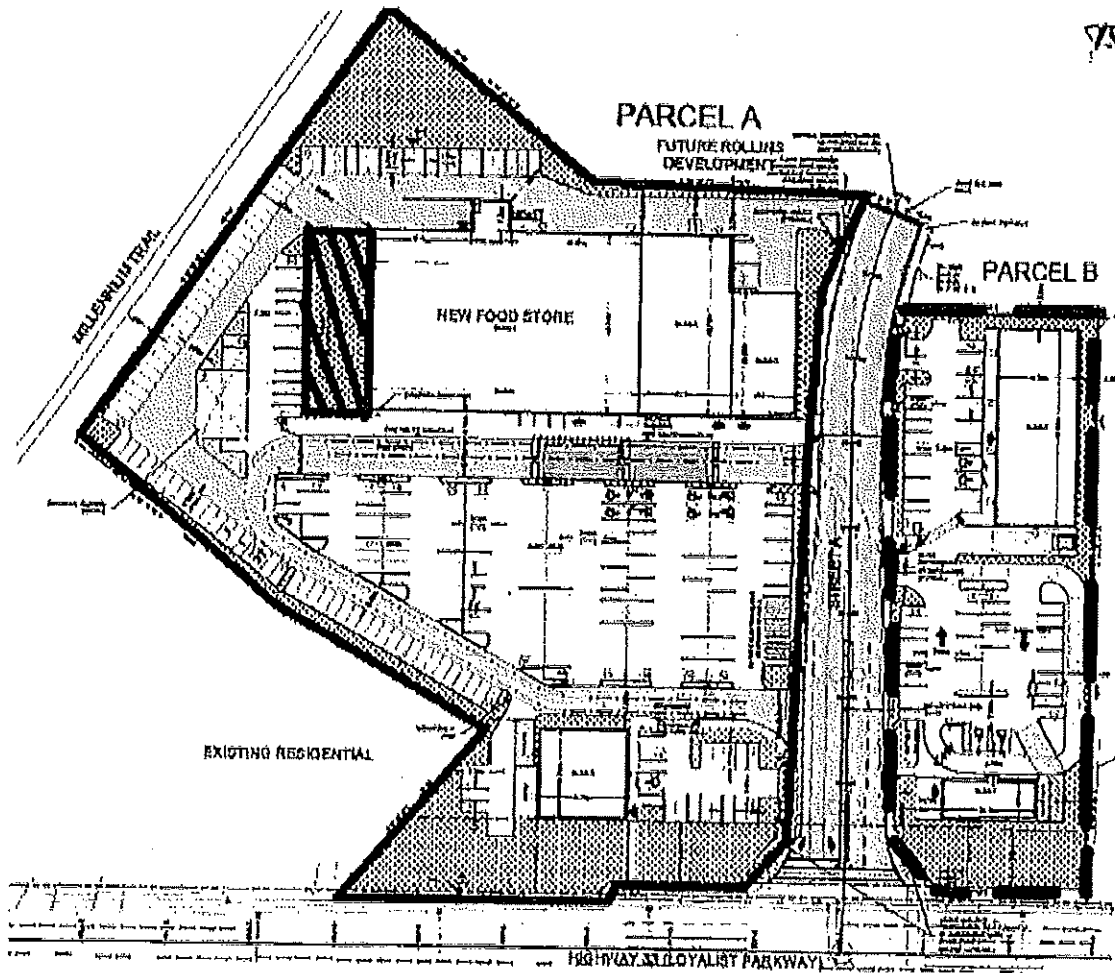


SCHEDULE "B-4" NO RESTAURANT ZONE



SCHEDULE "B6" EXPANSION

7/3



SCHEDULE "B-7" NEW ROAD

