

Offer to Lease Proposal

Please see terms and conditions which (CTM Media Group Ltd.) ("Tenant") is prepared to consider advertising at the Toronto Coach Terminal with GACCTO Limited ("Landlord") as the Landlord.

Landlord: GACCTO Limited.

Tenant: CTM Media Group Ltd., subject to credit approval. The Tenant shall submit financial information to the Landlord and permit a credit check within five (5) days of acceptance by the Landlord.

Guarantor: subject to a satisfactory credit approval of the tenant.

Premises: 610 Bay Street, Toronto, Ontario
Shall consist of 1 ExploreBoard and 2 Brochure Displays on the Main Level (as shown, in an approximate location on the attached schedule "A")

Term: The Term of the Lease will be two (2) years. The Lease will expire on October of 1st, 2018.

Commencement Date: October of 1st, 2016

Renewal Option: The Tenant will be provided with an option to renew the Lease for an additional two (2) years with possible revenue percentage sharing to be negotiated depending on statistics provided by Tenant. The renewal term of the Lease will expire on July 7th, 2021.

Total Gross Rent: **Year 1: \$1,000 per annum plus HST**
Year 2: \$1,250 per annum plus HST

Periodic Reports: The Tenant agrees to submit monthly periodic reports to the Landlord for the purpose of market research and future possible revenue sharing propositions.

Landlord's Work: The Landlord shall provide a place(s) for installation, electricity and internet.

Tenants Work: The Tenant is responsible for the cost of the removal of payphones in selected Location 1 (as shown, in an approximate location on the attached schedule "A")

The Tenant will be responsible for the construct, installation, use, repair, upgrade, operation, adding and removing such equipment, devices, utility and communications cabling, facilities, vertical and/or horizontal cable pathways and conduits, as required from time to time by the Tenant, (collectively the “**Equipment**”), and such enclosed structures and interior spaces as required from time to time for the purpose of housing the Equipment or any part thereof (the “**Equipment Space**”) and make other alterations and improvements at the Site as deemed necessary by the Tenant. The Tenant will provide the Landlord with a plan showing the locations selected by the Tenant for initial installation of the Tenant’s Technology.

The Tenant will provide a complimentary banner ad and profile to the Landlord.

The Tenant shall not proceed with any alternations to the Premise without the Landlord’s prior written approval. The Tenant will not permit any liens to be placed against the property.

Equipment: The Tenant is responsible for supplying, stocking, cleaning and maintenance of all stands and electronic devices.

The Equipment and any related housing structures shall remain at all times the personal and moveable property of the Tenant, and shall not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment or such housing structures to the Premises. Within ninety (90) days after the expiration or termination of this Agreement the Tenant shall remove its Equipment from the Premises.

Fixturing Period: The Tenant shall have a period (the “Fixturing Period”) of up to _____ () days from the Commencement Date during which time no Gross Rent is payable.

Tenants Use: The Tenant will be responsible for supplying only appropriate tourism and visitor information for Canadian and American destinations serviced by the Toronto Coach Terminal.

Exclusions: The Tenant shall not post any advertisements in the building whose primary business activity conflicts with that of Coach Canada and

Greyhound (the "Carriers") and/or promotes activities that conflicts with the Carriers code of ethics.

Prohibited business includes but not limited to, airlines, railways, car rentals, personal ads, recreational drugs and marital aids. All potential advertises will be subject to the Landlord's approval. The Tenant agrees to submit to the Landlord an update a list of advertisers, partners and affiliates.

Deposit: The amount of \$500 to be held as security for remainder of term. (Subject to credit approval). Upon Acceptance of this offer the Tenant shall pay the agreed upon deposit, to be held in trust as security for the faithful performance of the agreed upon terms. The Tenant will have **Five (5)** business days to provide The Landlord with the certified deposit cheque.

Insurance: The Lease shall contain a clause requiring the Tenant to obtain insurance, at the expense of the Tenant, as required by the Landlord and which may include insurance on the property and operations of the Tenant, including insurance for fire and such additional perils as are normally insured against, liability insurance and any other insurance as may be reasonably required by the Landlord.

Lease: Landlord's standard form, to be executed within **thirty (30)** days of execution of this letter, subject to reasonable revisions required by the tenant as to all non-financial terms, covenants and provisions.

Financial Information: Upon Acceptance of this Offer by the Landlord, the Tenant shall provide to the Landlord such information as to its financial standing, business organization and credit worthiness as the Landlord requires, failing which the Landlord may terminate the Agreement resulting from this Offer. The Tenant hereby consents to the Landlord making personal enquiries and investigations as to the Tenant's financial standing, business organization and creditworthiness as the Landlord deems necessary, including the obtaining of credit reports from reporting agencies.

Confidentiality: The Tenant acknowledges that disclosure of any of the terms of this proposal may prejudice the Landlord's relations with existing or proposed tenants. The Tenant undertakes not to disclose any terms or conditions hereof to any third party other than their employees and consultants. The provisions of this section are binding on the Tenant and survive the termination of this proposal.

Landlord Condition: Upon execution of this proposal the Landlord will provide the Tenant a credit application form to perform a credit investigation that will be conducted by the Landlord on the existing company signing the Lease. Unless the Landlord delivers a waiver in writing within **seven (7)** days of execution of this agreement that they are satisfied in their sole discretion with the creditworthiness of the tenant. This Offer shall become void and all deposit monies shall be returned to the Tenant.

This offer is subject to and conditional upon the Landlord's Board of Directors approving the terms of the deal within **thirty (30)** days of execution of this agreement. The Landlord must give notice to the Tenant that the Board of Directors has approved the terms of the deal within the thirty days or else this offer becomes null and void and all deposit monies are to be returned to the Tenant.

Tenant Condition: For a period of **ten (10)** business days from the date of execution of this Agreement by the Landlord and the Tenant, the Tenant shall satisfy itself in its sole and absolute discretion as to the zoning and permitted uses allowed on site. The condition to be deemed satisfied after the expiry of the conditional period unless otherwise notified by the tenant.

General: It is understood and agreed by the Tenant that it will not be given occupancy of the Premises until such time as it has provided the Landlord

With the following:

- 1) Executed Offer to Lease
- 2) Copy of Tenants Articles of Incorporation or Ontario Business Registration
- 3) Certificate of Tenant's Insurance Coverage
- 4) Security Deposit

This proposal is binding. If the Terms herein are acceptable, the Tenant will be required to enter into a binding Lease prepared on the Landlord's standard form, which will be subject to reasonable non-financial negotiations between both parties.

Irrevocable: This Offer is open for acceptance by the **Tenant**, until **5:00pm** on the _____ day of _____ **2016**, after which, if not accepted, shall be at an end.

Acceptance

The foregoing terms and conditions are hereby accepted and agreed upon this 9th day of September, 2016.

Tenant:


_____ **CTM Media**

September 9th, 2016

_____ **Date**

The foregoing terms and conditions are hereby accepted and agreed upon this _____ day of _____, 2016.

Landlord:

_____ **GACCTO Limited**

_____ **Date**

“SCHEDULE A”

Premises



Location 1: South side of the Staircase

Location 2: South side of Platform 2 doors