

16. Landlord's Work: Landlord shall complete at its own expense all work outlined on **Schedule "C"** within sixty (60) days of Tenant notifying the Landlord that it has satisfied its Tenant's conditions as set out in the Lease. In addition, the Landlord shall pay all (except development charges for the Tenant's building), fees, letters of credit, etc. associated with the development of the Lands as detailed in the municipal site plan agreement. The Tenant's only fee or charge will be for its Building, Sign Permits and Development Charges and the costs of producing the drawings required for such permits.

In the event that the Landlord's Work is not completed on or before September 1st, 2025, the Tenant shall have the option to (i) delay its acceptance of the Premises until April 1st, 2026, in order to avoid opening its restaurant for business during winter months; and (ii) accept payment from the Landlord of an amount, not as a penalty, but representing the Tenant's liquidated damages for the delayed opening of its restaurant, equal to one (1) days Rent for every day that the work is delayed beyond [insert date].

Construction: The Tenant anticipates constructing a building and improvements to its own specifications on the Demised Premises all in a good and workmanlike manner and in accordance with plans and specifications to be provided by the Tenant to the Landlord and as set out in Schedule "C". The Tenant at all times throughout the Term shall keep the building(s) and improvements in a good state of repair and shall be responsible to make all necessary repairs and replacements to same, including without limitation, capital and structural repairs and replacements (including those to the heating and ventilating equipment)

The Landlord and Tenant shall equally split the costs for the common wall (Tenant's south wall) including but not limited to, footings, foundations, structural steel, studding,

etc., and shall be constructed by whomever is ready to proceed first. Once wall is complete either party shall pay their share within 30 days on invoicing.

17. Signage:

- (a) Tenant shall be entitled to a common pylon location in proportion to the Tenant's area, on each common pylon approved for the Landlord's Lands. The Tenant shall pay a monthly fee of \$225/pylon and for its proportionate share of the costs of maintenance of such signage.
- (b) Tenant shall be entitled to install directional/**enter/exit signs** upon the Landlord's Lands in the areas shown on Schedule "A-1" and its usual drive-thru signage (including the Tenant's digital reader board) as required in and around its Premises, building and drive thru area.
- (c) Tenant shall be entitled to install signage on all elevations of the Building including logo arches on a tower portion of the Building.
- (d) Tenant shall be entitled to install temporary promotional signage on the parking lot light standards.
- (e) In addition, the Tenant shall be entitled to install temporary "McDonald's Opening/Coming Soon" and/or "McDonald's Now Hiring" signage in various areas on the Landlord's Lands (for clarity, in no event will there be any charges to the Tenant to display such signage as noted herein), all as to be agree upon between the parties, acting reasonably, subject to obtaining any permits as required.

As part of the Landlord's site plan approval, the Landlord will obtain necessary approvals for Landlord's common pylon sign as referred to above.

**LANDLORD'S WORK FOR McDONALD'S FREESTANDING RESTAURANT
INCLUDING MALL PAD
(McDonald's Constructs Building - Ground Lease)**

SCHEDULE "C"

Site Location: Highbury & Fanshawe, London, Ontario

LANDLORD'S WORK

The engineering and construction of the following items are to be to McDonald's, hereinafter referred to as the "Tenant," requirements as outlined in the drawings and specifications, unless otherwise specified, and must meet all applicable local, provincial, federal codes, CSA, OGA. All items noted below shall be provided in good and workmanlike manner and shall be constructed by the landlord at their sole cost and expense.

Landlord Deliveries:

Landlord at its Cost and Expense is to provide the following:

CONSTRUCTION DOCUMENTS

Lease +30 days	Preliminary Plans	Landlord shall provide to the Tenant for review and approval prior to submitting to the municipality: site plan, electrical plan, photo-metric data, landscape drawings, mechanical site plans, grading and site service drawings as required by the Tenant to complete building construction drawings.	SPA has been submitted twice already and 3rd round by the end of June
Lease +30 days	Reports	Completed soils tests and compaction tests, Environmental Phase 1 Report/Assessment, Environmental Phase 2 Report/Assessment (If required) (Tenant to identify 2 bore hole locations within their building footprint, minimum 6 bore hole locations to be done, with respect to all the aforementioned tests and Phase 2 Report), and Storm Water Management Reports to the Tenant to satisfy itself with respect to the contents thereof.	This is a big site, we cannot do 8 BH's just for MCD's
Lease +30 days	SWM	Landlord to provide complete Storm Water Mgt plan, and surface flow parking lot drainage system to McDonald's approval, inclusive of any required Underground retainage systems or subdrainage requirements as may be necessary to satisfy local or Regional Codes. Parking lot grades not to exceed 3% and must be a minimum of 2% for drainage patterns.	We do have some grading challenges
Opening +30 days	AsBuilt	Upon completion of the project the Landlord is to provide "as built" drawings of all Landlord work described above on both paper and CD as required for the Tenant.	
*	Permits, Certification	All site work must be certified and professionally sealed by the appropriate architect, or soil engineering employed by the Landlord. The Landlord shall obtain permits for site work and McDonald's shall obtain permits for its building.	

5

SITE

*	Objectionable Soils	Landlord shall assume (i) Costs of removal of any and all hazardous Substances or underground storage tanks incorporated into or located on the Demised Premises or the Landlord's Lands; (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Demised Premises into the air, the soil, any body of water, any other public area or any surrounding areas, (iii) costs incurred to comply, in connection with all or any portion of the Demised Premises, with all Environmental Laws with respect to Hazardous Materials, and (iv) claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage arising from or out of any occurrence or matter described in (i) to (iii) above, not occasioned by the activities of Tenant or the Landlord, as the case may be.
*	Grading / FFE	Landlord to provide lot grading for Finished Floor Elevations, subject to the reasonable approval of the Tenant, together with any required retaining walls, as per the approved grading plans
*	Drainage	Landlord to provide lot grading to accommodate McDonald's approved site plan complete with surface flow parking lot drainage system
*	Compaction	Ground to be compacted to a 98% standard Proctor Density in conjunction with Geotechnical Report with heavy duty paving specifications at drive-thru, receiving area and fire routes and it is verified by a Professional Engineer licensed to practice in the Province of Ontario, and with the required expertise in soil engineering.
*	Compaction	The allowable soil bearing pressure for a McDonald's standard footing design is 3000 psf located at frost depth (a minimum of 4'6") below proposed finished grade. The incremental cost of any special footing requirements, including the design fees, shall be paid for by the Landlord; including but without limitation, piles, incremental spread footings caused by lower than 3000 psf specifications.
*	Compaction	Landlord shall backfill all excavations with engineered fill and the Landlord will grade the entire site to within 12" of finished grade. The site fill shall be compacted to 98% standard proctor density and verified by a Professional Engineer licensed to practice in the Province of Ontario, and with the required expertise in soil engineering.

*	Pad	Landlord to provide building pad to 11" below finished floor elevation compacted to 98% standard Proctor Density. Landlord to provide for a finished floor elevations being 6" – 12" above the lot grade and verified by a Professional Engineer licensed to practice in the Province of Ontario, and with the required expertise in soil engineering.
***	Sidewalks, Asphalt, Curbs	Landlord to provide all asphalt paving, concrete pads, concrete walkways, sidewalks, patios and curbing including, without limitation, the curbs outlined in heavy black on Schedule "E-1", all asphalt paving (as per Geotech report) and concrete pads in both the Tenants drive thru area and any parking areas adjacent to and or surrounding the Tenant's building area and all concrete walkways, sidewalks, patios, curbs adjacent to and or surrounding the Tenant's building.
Info	Site	No other tenant services shall run under or through the Tenant's premise.

5

GARBAGE AREA FOR MCDONALD'S USE ONLY IF ALLOWED OUTSIDE OF ENCLOSED BUILDING

**	In Ground Garbage	Landlord shall provide at its cost an outside Garbage area (as shown on site plan) for McDonald's exclusive use 3 in-ground front loading Garbage systems in accordance with McDonald's specifications, plus associated concrete pad areas, landscape screening as may be required to meet local code or site plan approval requirements.
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**LANDLORD'S WORK FOR MCDONALD'S FREESTANDING RESTAURANT
INCLUDING MALL PAD
(McDonald's Constructs Building - Ground Lease)**

SCHEDULE "C"

rd to Tenant

*	Temporary Services	Supply temporary electrical service (minimum 100 amp, 120/208V) to the McDonald's building for use by McDonald's contractor during construction period as required on the McDonald's site. Tenant shall pay only for its consumption of power; it is Landlord's cost to provide for the availability of the temporary power to the Tenant.
**	Main Electrical Service	Electrical service of 400A, 600V, 3 Phase, 4 Wire, (Or if no natural gas service available - service of 600A, 600V, 3P 4W,) located within the McDonald's building as indicated on McDonald's approved layout drawings.(with service feeds being run underground through a sleeve into the building to the point of connection with 10 feet coiled). In the event this is not provided the Landlord shall provide a generator suitable to meet Tenant's requirements together with sufficient fuel and maintenance at the Landlord's expense
**	Transformer	If a Transformer and pad is required within the Tenant's demised premises, equipment to be located outside the building outline without interfering with receiving area, drive thru and customer traffic/parking facilities. Location to be approved by Tenant.
**	ESA	Provide ESA Certificate for Landlord's electrical work.

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5

TELEPHONE/INTERNET

**	Phone Conduit	Provide Two - Four inch (4") diameter conduit and fish wire for telephone and high speed internet service, run from common telecommunication room, or extended from nearest street pedestal or Ground level Box, into McDonald's building and terminated as per location indicated on McDonald's approved layout drawing.
***	Internet Data	The Landlord will work with the telecommunications provider to ensure the fastest internet connection provider in the trade area, at the time of construction of the site, is used. McDonald's to arrange for the service to be brought into the building using the Landlord provided conduits
****	Wifi	McDonald's and/or its service provider will have the right to connect networking equipment (at its discretion) on its premises to enable WAN network services capable of unlimited internet services for its business purposes and provide unlimited internet services to its customers (free or at a cost).

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GAS/PROPANE

**	Gas Service	Natural gas service (1850 CFH 7" w.c) or if not available propane service, capacity per McDonald's engineered drawings, to building at the location indicated on McDonald's approved layout drawings.
**	Coordination / Temp Propane	Landlord to co-ordinate/arrange with gas company supply and installation of gas line. In the event natural gas is not provided, please see Remedy clause below.
**	Meter	McDonald's to co-ordinate gas meter sizing and installation
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WATER

*	Temporary Services	Landlord to provide temporary water, as required for construction. Tenant shall pay only for its consumption of water.
*	Water	Capped 2" water supply line to McDonald's building at the location indicated on McDonald's approved layout drawings to a valve and box connection 3'0" from face of building exterior, minimum 6'0" below finish grade to location indicated on McDonald's drawings. Minimum pressure and minimum capacity as available by the local utility supplier at McDonald's building.
*	Water	Capped ends of water service shall be clearly staked and identified on site to Tenant's representative when building construction commences. Water meter to be provided by the Tenant.
**	Inspection	Landlord to provide copy of Municipal/Regional Water inspection reports for waterlines into McDonald's building
**	Fire Line	If a sprinkler system is required, Landlord to install separate 6" water supply to provide sprinkler coverage, to a location approved by the Tenant at Landlord's expense.

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SANITARY

*	Sanitary	Six inch sanitary drain connection(s) to McDonald's building at location and elevation(s) within 3'-0" from face of McDonald's foundation wall as indicated on approved Tenant's layout drawings. A sanitary inspection manhole shall be installed in compliance with local codes.
*	Sanitary	Capped ends of sanitary service shall be clearly staked and identified on site to Tenant's representative when building construction commences.
**	Testing	Landlord to carry-out ball test to confirm proper connections.

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STORM

*	Storm	Landlord to provide a minimum 6" storm drain connection to within 3'0" from face of McDonald's foundation wall at location indicated on approved drawings at a minimum depth of 5'0" from finish grade.
*	Storm	Capped ends of storm service shall be clearly staked and identified on site to Tenant's representative when building construction commences.
**	Testing	Landlord to carry-out ball test to confirm proper connections.
Info	No Storage	Landlord shall not assume storm water storage on McDonald's roof, if possible.

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SITE ACCESS DURING CONSTRUCTION

*	Site Access During Construction	Landlord to provide suitable granular site access for construction materials, equipment, etc. during regular working hours. Costs of providing graded access as outlined Schedule "E-1" to be paid for by the Landlord.
*	Site Access During Construction	Landlord to provide adequate staging area for the Tenant to complete its construction. Location and size of staging area shall be as crosshatched and shown on Schedule "E-1".
****	Site Access During Construction	Landlord to provide pressure washing and clean-up of all Landlord's work one (1) week prior to restaurant opening as coordinated with Tenant.

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GENERAL PARKING AREA

**	Lot Lights, Bollards, curbs	Landlord shall provide LED lot lights, bases, conduit and wiring back to common electrical room. Provide all bollards, concrete curbs, roll over curbs per Site plan.
***	Parking spaces	Parking spaces to be minimum of 9'0" wide x 18'(2.75m x 5.5m) long with aisles 22' wide. Provide dedicated McD Mobile Order and Reserved Parking spaces hatched.
***	Striping	All line striping, HVC symbols and signs, McD directional painting per Tenant's specifications.
***	Asphalt	Landlord to provide all asphalt surfaces + designated Heavy Duty asphalt specification as per Geotechnical Report for receiving area and all fire routes.
***	Fire Route/ Rcvg Area	Provide hatched area for Receiving area, Fire Route + signage.

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SCHEDULE "C"

to Tenant

Lease +30 days	Photo Metric	Landlord to provide Photo Metric data
***	Lighting Levels	Light levels as per the municipally approved photometric plan. Light levels to be provided to Tenant, with Tenant able to augment, at Tenant's own cost, the output of the light heads to achieve minimum light.

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5

DRIVE-THRU ACCESS FIRE ROUTE RECEIVING AREA

***	D/T - Truck Access Fire Route/ Rcvg Area	Landlord to provide heavy duty asphalt specification as per Geotechnical Report.
***	D/T - Truck Access Fire Route/ Rcvg Area	Landlord to install four (4) vehicle detection loops as supplied by McDonald's and three (3) concrete pads as per Tenant specifications. The three (3) concrete pad areas shall be located as shown on Schedule "E-1" and concrete shall be laid continuous from the Drive-Thru order point to the third window.

LANDSCAPING

***	Landscaping	Landlord at its cost and expense is to provide all landscaping for the site, including all landscaping within the McDonald's demised premises area, all in accordance with Landlord's drawings. Tenant shall review and approve all Landlord's landscape drawings prior to municipal review and approval.
***	Irrigation	Landlord to supply and install, maintain and operate an irrigation system c/w BFP servicing all of the common area landscaping outside McDonald's demised premises. McDonald's may at its option install, maintain and operate an irrigation system serving its demised premises.
****	Site Cleaning	Landlord to power wash sidewalks and parking lot upon completion of Landscaping
****	Site Protection	All Landlord's temporary construction fencing, silt fencing and construction materials and rentals to be removed from the Tenant's Demised Premises and surrounding pad area.

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McD SIGNS AND BASES

Lease +30 days	Pylon	Provide concrete base engineered for dedicated McD Pylon Sign or if common pylon, for McD review and approval, prior to municipal review.
***	McD Concrete Bases	Landlord will provide the McDonald's specified concrete bases only for the McDonald's pylon sign(s) drive-thru directional signs, directional signs and enter/exit signs, flag pole, height restrictor, pre-sell boards, menu board(s) and speaker post(s) and NP6 Camera Pole. All engineered drawings, permit, anchor bolts and templates provided by Tenant
***	Wiring	The Landlord shall provide all conduit (c/w fish wire) and wiring for McDonald's pylon sign(s), for all entrance and exit signs, for the drive-thru directional signs, for the directional signs, for the pre-sell boards and menu board(s) and speaker post(s), drive thru loops and NP6 Camera Pole.
***	Coordination	All the preceding work to be coordinated w McDonald's Project Mgr, and per McDonald's approved layout drawings.

MISCELLANEOUS

*	OHSA	Landlord to follow and have in place Ministry of Labour current Health and Safety measures and the OHSA Requirements for all workplaces under the Occupational Health and Safety Act (incl but not limited to protection for COVID-19)
****	Site Cleaning	Landlord to power wash all sidewalks, patio, Drive Thru and parking lot one week prior to Opening of Restaurant
****	Admin	No administration fee is to be charged re: Landlord's work on Tenant's behalf.

It is understood and agreed that the Landlord and Tenant shall review the current status of Landlord's Work on or about (insert date that is 30 days prior to planned opening). Should certain Landlord's Work items/work not be in a current state so as to be fully completed by (insert date of planned opening) (subject to the paving and landscaping provisions as in item 19.02 (b) of the Lease), it is agreed that the Tenant shall be entitled to initiate and complete such works/items and such costs shall be reimbursed to the Tenant by the Landlord.

Remedy

Remedy:

Should the Landlord not be able to provide the Tenant with utilities and services as outlined above, the Landlord shall provide the necessary infrastructure to remedy until such time as the above requirements can be fulfilled. For clarity: a generator to provide hydro service including but not limited to all hook ups, fuel, maintenance fees and ESA inspections, propane serviced to temporarily replace natural gas service including but not limited to all site, pad preparations, tank placement, Inspection fees (incl TSSA), RTU and Kitchen conversion kits to propane service and back to natural gas service, and potable water via truck shall all be considered to be acceptable interim solutions until permanent supplies are connect. The entire cost to remedy, for any or all of the above scenarios, shall be borne solely by the Landlord.