

THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 5354-21

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO EXECUTE AN EXTENSION TO A LEASE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND INSITE WIRELESS GROUP ON CERTAIN LANDS OWNED BY THE TOWN OF NIAGARA-ON-THE-LAKE (745 WARNER ROAD)

WHEREAS the Town is the owner of the lands more particularly described in Exhibit "A" attached hereto, (hereinafter called the "Premises"); and,

WHEREAS at the Niagara-on-the-Lake Council meeting held on the 27th day of July, 2015, report CDS-15-052, was approved authorizing the entering into of this Option and Lease, for part of the Premises, shown on Exhibit "B".

NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. **THAT** the lease agreement dated the 30th day of August, 2021, attached hereto and forming part of this by-law, between the Corporation of The Town of Niagara-on-the-Lake and the InSite Wireless Group be and is hereby authorized.
2. **THAT** the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal thereto; and
3. **THAT** this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 30TH DAY OF AUGUST, 2021

LORD MAYOR BETTY DISERO ACTING TOWN CLERK COLLEEN HUTT

THIS AGREEMENT made this 30th day of August, 2021

**BETWEEN: THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**
Hereinafter called the "Town"

OF THE FIRST PART

-and-

INSITE WIRELESS GROUP
Hereinafter called "Lessee"

OF THE SECOND PART

WHEREAS the Town is the owner of the lands more particularly described in Exhibit "A" attached hereto, (hereinafter called the "Premises"); and,

WHEREAS at the Niagara-on-the-Lake Council meeting held on the 27th day of July, 2015, report CDS-15-052, was approved authorizing the entering into of this Option and Lease with the LESSEE of that part of the Premises, shown on Exhibit "B" attached hereto, (hereinafter called the "Leased Space") for the purposes and upon the conditions described herein.

NOW THEREFORE IN CONSIDERATION of the Leased Space and the mutual covenants, terms and conditions herein set forth, the parties agree as follows:

1. The Option

- a. For the sum of one dollar (\$1.00) (the "Option Fee"), to be paid to the Town by the LESSEE upon execution of this Lease and other good and valuable consideration, the Town hereby grants to the LESSEE the exclusive and irrevocable option for one (1) year from the date hereof (the "Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). LESSEE may, on providing writing notice to the Grantor at least thirty (30) days prior to the expiration of the Option Period, extend the Option Period for an additional one (1) year. Any such extension shall be deemed to be included in the term "Option Period" for the purposes of this option.
- b. During the Option Period, the LESSEE shall have the right to enter the Town's property to conduct tests and studies, at the LESSEE'S expense, to determine the suitability of the Leased Space for the LESSEE'S intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.
- c. The LESSEE may exercise the Option by delivery of written notice to the Town in accordance with the Notice provision specified herein. Upon the LESSEE'S exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises

- a. Upon the LESSEE'S exercise of the Option, the Town shall lease, and hereby leases, to the LESSEE **(15m x 15m) 225** square meters of space as depicted in Exhibit "B" attached hereto (the "Leased Space") within the property commonly known as 745 Warner Road, Niagara-on-the-Lake, PIN 46391-0002 (LT) (the "Premises") with the legal description set forth in Exhibit "A" attached

hereto. The Town also hereby grants to the LESSEE the right to survey the Leased Space at the LESSEE'S cost. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a monopole communications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose required to maintain, support and operate a wireless communication facility upon obtaining the Town's prior written consent which shall not be unreasonably withheld, conditioned or delayed but which may be subject to approval by Town Council.

- b. That the siting of the proposed telecommunications tower be confirmed with the Town, to the satisfaction of the Town's Director of Community and Development Services.
- c. That the bollards shown on the final site plan be located at least 0.5 metres from the edge of asphalt, and that fencing not encroach on the asphalt area.

3. **Term**

The initial term of this Lease will be five (5) years from the "Commencement Date" specified below ("Initial Term") (in no event shall this date be earlier than the date on which the LESSEE exercised the Option) and shall automatically renew for up to eight (8) additional terms of five (5) years each ("Renewal Term(s)") unless the LESSEE notifies the Town of its intention not to renew prior to commencement of the succeeding Renewal Term. This Lease and all the terms, covenants, grants, easements and agreements contained herein shall be conditional upon compliance with the applicable subdivision control legislation of the jurisdiction in which the Premises are located. Unless and until any required consents are obtained under the aforesaid subdivision control legislation (if applicable), the maximum term of this Lease, including any possible renewals or extension terms, shall be one (1) day less than the maximum term permitted under the aforesaid subdivision control legislation.

4. **Rent**

- a. The rent for the first five (5) years of the Lease will be Fifteen Thousand Canadian Dollars (**CAD \$15,000**) plus applicable taxes (Provincial Sales Tax, Goods and Services Tax and/or Harmonized Sales Tax) per year (the "Rent"), paid in advance on or before the 1st day of January of each year of the term, which the LESSEE will pay to the Town at 1593 Four Mile Creek Road, PO Box 100, Virgil ON L0S 1T0, Attention: Town Clerk. If the Initial Term or any Renewal Term does not begin on the first day of January, the Rent for that partial year will be prorated by multiplying the annual Rent by a fraction, the numerator of which is the number of days of the partial year included in the Initial Term and the denominator of which is the total number of days in the full calendar year. The then current annual rental fee will be increased by twelve percent (12%) every fifth year during the Term or Consumer Price Index, over five years, whichever is greater, for any renewal or extensions.
- b. In addition to the Rent, the Town shall receive an additional Three Hundred and Fifty Canadian Dollars (CAD \$350) per month (plus applicable taxes (Provincial Sales Tax, Goods and Services Tax and/or Harmonized Sales Tax) revenue sharing beginning with the second (2nd) carrier for each broadband telephone sublessee, including but not limited to, PCS providers such as Rogers, Telus, Shaw, Mobilicity or Public Mobile, using the Leased Space. Notwithstanding the foregoing, all Rent contained herein shall be payable one month in arrears upon the LESSEE'S receipt of rental payment from its sublessee. The LESSEE shall provide the Town with a summary report listing the sublessees on the Equipment with the Town's monthly Rent

cheque. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee who collocated on the Leased Space will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section.

5. Ingress and Egress

The Town hereby grants to the LESSEE an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space attached hereto, for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of:

- a. Expiration of the Initial Term or Renewal Term; or,
- b. Removal by the LESSEE of all of its property from the Leased Space after expiration of the Initial Term or a Renewal Term.

The location and configuration of the Easement will be shown on the survey prepared by the LESSEE and be approved by the Town prior to the LESSEE'S exercise of the Option, or the LESSEE'S approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at the LESSEE'S request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which the Town and the LESSEE agree to execute and which the LESSEE will, upon receiving the Town's approval as to the form and content of the Easement Agreement, register on title at the LESSEE'S expense on the Premises. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

The LESSEE agrees that the fire station parking lot will not be used for the storage of construction material or equipment, and will remain available for use at all times by firefighters, and that construction not take place from the asphalt portion of the property.

The LESSEE agrees that the Town may, at the Town's expense, relocate the above described easements to another comparable location on the Premises provided that:

- a. The LESSEE receives no less than sixty (60) days prior written notice thereof;
- b. The LESSEE approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed;
- c. The LESSEE'S access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and,
- d. The utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession

The Town is not aware of any lien, easement or other encumbrance that would render the Leased Space unsuitable for the LESSEE'S intended use and the Town represents and covenants that the Town owns the Leased Space in fee simple.

The Town represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy

thereof in accordance with the terms and conditions of the Lease. The Town represents and warrants to the LESSEE that the Town has the full right to make this Lease and that the LESSEE will have quiet and peaceful possession of the Leased Space throughout the Initial Term and Renewal Term(s). The Town represents, warrants and declares that the Premises, being located in Ontario, are not a family residence within the meaning of the *Family Law Act* (Ontario).

7. Subordination, Non-disturbance and Attornment

- a. The LESSEE agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that the LESSEE'S possession of the Leased Space will not be disturbed so long as the LESSEE will continue to perform its duties and obligations under this Lease and the LESSEE'S obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. The LESSEE agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, the LESSEE'S possession of the Leased Space will not be disturbed so long as the LESSEE will continue to perform its duties and obligations under this Lease. The LESSEE'S obligations hereunder are conditioned upon receipt by the LESSEE, within ten (10) business days after the LESSEE'S notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to the LESSEE, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.
- b. The LESSEE may from time to time grant to certain lenders selected by the LESSEE and its affiliates (the "Lenders") a lien on and security interest in the LESSEE'S interest in the Lease and all assets and personal property of the LESSEE located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. The LESSEE hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, the Town may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of the Town's assets. Should the Lenders exercise any rights of the LESSEE under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, the Town agrees to accept such exercise of rights by the Lender as if same had been exercised by the LESSEE, and the LESSEE, by signing below, confirms its agreement with this provision. If there shall be a monetary default by the LESSEE under the Lease, the LESSEE shall accept the cure thereof by the Lenders within fifteen (15) days after the expiration of any grace period provided to the LESSEE under the Lease to cure such default, prior to terminating the Lease.

If there shall be a non-monetary default by the LESSEE under the Lease, the Town shall accept the cure thereof by the Lenders within thirty (30) days after the expiration of any grace period provided to the LESSEE under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on the Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of the Lenders. If

the Lease is terminated as a result of a default by the LESSEE or is rejected in any bankruptcy proceeding, the Town will enter into a new lease with the Lenders or their designee on the same terms as the Lease within fifteen (15) days of the Lenders' request made within thirty (30) days of notice of such termination or rejection, provided the Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event the Town gives the LESSEE any notice of default under the terms of the Lease, the Town shall simultaneously give a copy of such notice to the Lenders at an address to be supplied by the LESSEE. The LESSEE shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance

During the Initial Term and Renewal Term(s), the LESSEE shall comply with all applicable laws affecting the LESSEE'S use or occupancy of the Leased Space. The LESSEE will not commit, or suffer to be committed, any waste on the Leased Space. In accordance with applicable law, the Town agrees to fully cooperate with the LESSEE in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessee to the tower or Leased Space), including, but not limited to, processing any zoning approvals/permits and building permits. The Town agrees not to take any action that may adversely affect the LESSEE'S ability to obtain all of the necessary permits required for construction of the Structures. The LESSEE will obtain any necessary governmental licences or authorizations required for the construction and use of the LESSEE'S intended Structures on the Leased Space and will furnish copies of same to the Town's Director of Community and Development Services, or designate as same are issued.

9. Assignment and Subleasing

Provided that the LESSEE is not in breach of any of its obligations as contained herein, it may; (a) sublet all or part of the Leased Space without the Town's consent, and (b) assign or transfer this Lease in whole or in part with the Town's consent, which the Town shall not unreasonably withhold, save and except that the LESSEE may assign or transfer this Lease to an affiliated company of the LESSEE with notice to the Town, but without the Town's consent. If the LESSEE assigns or transfers the Lease in whole to a third party, upon such assignment, the LESSEE shall be relieved of all rights, liabilities and obligations under this Lease provided that the assignee first executes an agreement with the Town to be bound by all terms and conditions of the Lease instead of the LESSEE.

The Town may not assign this Lease or any rights thereunder, except in connection with conveyance of fee simple title to the Premises.

In the event that the LESSEE from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by the LESSEE to erect or maintain the Structures within the Leased Space, the Town hereby grants to the LESSEE a temporary construction easement over such portion of the Premises approved by the Town in writing, not to be unreasonably withheld or delayed, as is reasonably necessary for such work. Following the completion of such work, the LESSEE shall, at the LESSEE'S sole cost and expense, promptly repair any damage to the temporary easement area arising from the LESSEE'S use thereof to the reasonable satisfaction of the Town's Director Operations or designate.

It is agreed and understood by both parties that the Lessee shall work cooperatively with the Town to provide for the installation of the Town's antenna in the design and capacity of the Tower. The Town will be responsible for supplying, installing and

maintaining its own equipment shelter and all required cabling, antenna, antenna mount and any other related equipment or attachments (collectively, the "Town's Equipment"). The Lessee agrees to permit the Town's Fire Services and related emergency services agencies to occupy the Tower and Equipment shelter at a mutually agreed upon height at no charge throughout the term of the Agreement or any extension thereto. The Lessee and the Town shall furthermore enter into a CLSA (the "Cell Site License Agreement"), substantially similar to the one attached hereto as Exhibit "C" that will outline the obligations and rights of all parties.

10. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission, and addressed as follows:

To the Town: The Corporation of the
 Town of Niagara-on-the-Lake
 1593 Four Mile Creek Road
 PO Box 100
 Virgil ON, L0S 1T0
 Attention: Town Clerk
 Phone #: 905-468-3266
 Fax #: 905-468-2959

Rent Payable to: The Corporation of the
 Town of Niagara-on-the-Lake
 1593 Four Mile Creek Road
 PO Box 100
 Virgil ON, L0S 1T0
 Attention: Treasurer

To the LESSEE: SIGNUM WIRELESS CORPORATION
 7-8362 Woodbine Avenue, Suite 360
 Unionville, ON L3R 2M6
 Attention: Robert H. Lane
 Phone # 647-777-8440
 Fax # 855-631-0140

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as provided above. Simultaneously with any notice of default given to the LESSEE under the terms of this Lease, the Town shall deliver a copy of such notice to Lender at an address to be provided by the LESSEE.

11. LESSEE Improvements

The LESSEE agrees to submit a landscaping plan, and landscape the site in accordance with the plan, to the satisfaction of the Town's Director of Community and Development Services.

The LESSEE is responsible for contacting the Niagara Peninsula Conservation Authority (NPCA) and obtains written confirmation that any environmental impacts regulated by the NPCA to or resulting from the proposed telecommunications tower are mitigated. If the NPCA requires any work permits for the proposed telecommunications tower or site works, such permits are the responsibility of the LESSEE and shall be obtained at no expense to the Town.

The LESSEE has the right, at its sole expense, to make improvements on the Leased Space for any improvements it may deem necessary for the construction and operation of the Structures. The LESSEE will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All the LESSEE'S improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of the LESSEE. The Structures shall only be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, the LESSEE shall restore the Leased Space to its original condition at the commencement of this Lease to a level of two (2) feet below grade, except for ordinary wear and tear and damages by the elements or damages over which the LESSEE had no control to the reasonable satisfaction of the Town's Director of Operations, or designate.

All leasehold improvements shall be subject to the LESSEE complying with the Town's procedures for development and/or redevelopment of telecommunication towers, including the filing of an application for those installations not excluded from consultation.

Following construction of the Structures, the LESSEE shall repair and restore the Leased Space and Premises to a condition equivalent to that existing prior to commencing construction, including without limitation, restore all earth, topsoil and sod and do all requested or necessary grading.

That any damage or disruption to the current asphalted area be immediately repaired by the proponent, to the satisfaction of the Town's Fire Chief and the Town's Director of Operations.

That if the storm water pipe on the subject property is damaged, the pipe shall be repaired immediately, by the proponent, to the satisfaction of the Town's Director of Operations.

That any damage or disruption to the park area be immediately repaired by the proponent, to the satisfaction of the Town's Director of Operations.

That if any trees on the public right-of-way are required to be removed, they are to be relocated or replaced to a suitable location in the vicinity, to the satisfaction of the Town's Director of Operations.

If any changes to grading are to occur on the property, the Owner shall submit grading plans to the Town's Director of Operations, prepared by Ontario Land Surveyor or Professional Engineer, showing in detail all existing and final proposed grades for the site. Such specifications and design shall be approved by the Town's Director of Operations.

That the existing sanitary manhole on the property will not be covered over, and will be raised to the new grade if necessary, to the satisfaction of the Town's Director of Operations.

The LESSEE agrees that construction shall occur from the service road access to the storm water management pond on the site.

The LESSEE shall dispose of all surplus excavated materials outside the Leased Space and Premises at a disposal site of its choice. Upon completion of the disposal operation, the LESSEE shall submit to the Town a letter of release from the owner of the disposal site.

12. **Insurance**

- a. The LESSEE shall, at all times during the term(s) of this Lease maintain in full force a General Liability Insurance policy covering all of its operations, activities, liabilities and obligations having limits of not less than Two Million Dollars (\$2,000,000) per occurrence with a deductible of no more than \$10,000 or as mutually agreed to by the Town and the LESSEE. Coverage shall include but not be limited to bodily injury including death, personal injury, property damage including loss of use thereof, products and completed operations, blanket contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, tenants legal liability and non-owned automobile and contain cross liability and severability of interests clauses. The Town shall be named as an additional insured but only with respect to the Leased Space. Any insurance required to be provided by the LESSEE may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by the LESSEE provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

With respect to the above:

- i) The LESSEE shall on or before the commencement date of the Lease, provide the Town with a certificate of insurance evidencing that such insurance and coverage therewith is in effect. The LESSEE shall deliver annually prior to the expiry date and within ten (10) business days of written request, a renewal certificate to the Town;
 - ii) All policies shall be endorsed to provide the Town with not less than 30 days written notice of cancellation, non-renewal, amendment restricting coverage, or termination;
 - iii) All policies shall be with insurers licenced to underwrite insurance in the Province of Ontario, except for any portion of the coverage which may be covered by a blanket insurance policy;
 - iv) If the LESSEE fails to maintain insurance as required by this Lease, the Town shall have the right to provide and maintain such insurance and give evidence to the LESSEE. The LESSEE shall pay the cost thereof to the Town on demand;
 - v) The LESSEE may be required to provide any other form of insurance as the Town, acting reasonably, may require from time to time in form, in amounts and for insurance risks against which a prudent The LESSEE would insure;
 - vi) All applicable deductibles under the above required insurance policies are at the sole expense of the LESSEE; and,
 - vii) All policies taken out by the LESSEE, shall be primary, non-contributing with and not excess of any other insurance available to the Town.
- b. The Town shall, at all times during the term(s) of this Lease maintain in full force a General Liability Insurance policy covering all of its operations, activities, liabilities and obligations having limits not less than Two Million Dollars (\$2,000,000) per occurrence. On or before the Commencement Date, the Town shall give a certificate of insurance evidencing that such insurance is in effect and annually thereafter if requested by the LESSEE. The insurance policy shall be issued by an insurance company authorized to

do business in the Province of Ontario.

- c. The LESSEE agrees to protect, indemnify, keep indemnified and save harmless the Town and its employees, directors, officers, members of council, servants and agents, and persons for whom the Town is in law responsible, from and against all claims, demands, costs, actions, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of: (i) the LESSEE'S use and occupancy of the Leased Space and/or the Premises; and (ii) any act, negligence, neglect, error or omission of the LESSEE or any employee(s) or subcontractors of the LESSEE in connection with any and all operations associated with said Lease.
- d. The LESSEE shall ensure that carriers to whom the LESSEE has sublet the Leased Space maintain in full force such insurance policies as shall comply with the insurance obligations of the LESSEE under this Lease

13. Operating Expense

The LESSEE will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by the LESSEE throughout the Initial Term or Renewal Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes

The LESSEE will pay any municipal property taxes assessed on, or any portion of the taxes attributable to the Structures. The LESSEE will pay, when due, all municipal property taxes and all other fees and assessments attributable to the LESSEE'S improvements located on the Premises.

15. Maintenance

The LESSEE shall maintain the Leased Space in good condition and state of repair. Except insofar as the LESSEE is made responsible by this Lease, the Town will maintain the Premises surrounding the Leased Space according to its usual practices.

16. Hold Harmless

- a. The Town will be held harmless by the LESSEE from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Leased Space at the LESSEE'S invitation, or for damages to any person or property resulting from the actions of the LESSEE (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of the Town or any of the Town's agents, servants, employees, licensees or invitees.

Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by the LESSEE will be so installed, kept, stored or maintained at the risk of the LESSEE.

The Town will not be responsible for any loss or damage to equipment owned

by the LESSEE and which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, the Town will be responsible for, and agrees to hold the LESSEE harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of the Town or any of the Town's agents, servants, employees, licensees or invitees.

Except for willful misconduct, neither the Town nor the LESSEE will in any event be liable in damages to each other's property including business loss or business interruption, regardless of the cause of the property damages, and each party expressly waives all claims against each other for such damages.

17. Termination Rights

- a. The LESSEE may terminate this Lease, at its option, after giving the Town no less than sixty (60) days prior written notice to cure, if:
 - i. Any governmental agency denies a request by the LESSEE for a permit, licence or approval which is required for the LESSEE to construct or operate the Structures on the Leased Space or any such permit is revoked;
 - ii. The LESSEE determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, problems which cannot reasonably be corrected, impair or restrict the LESSEE from using the Leased Space for the LESSEE'S intended purpose;
 - iii. The LESSEE determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space;
 - iv. The Town does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease;
 - v. Utilities necessary for the LESSEE'S contemplated use of the Leased Space are not available;
 - vi. The Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with the LESSEE'S use of the Leased Space or the LESSEE'S equipment and attachments thereto;
 - vii. The Premises now or hereafter contains a Hazardous Material not caused by the LESSEE which would prohibit or materially interfere with the LESSEE'S use of the Leased Space or would damage the LESSEE'S equipment or Structures and attachments thereto
 - viii. A material default by the Town occurs;
 - ix. The Town fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue;
 - x. The Leased Space is the subject of a condemnation or expropriation proceeding or taking by a governmental authority, or

quasi-governmental authority with the power of condemnation or expropriation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking);

- xi. If the LESSEE determines, in its sole discretion, that it will not be viable to use the site for its intended purpose; or,
- xiii. If the LESSEE determines, in its sole discretion, that it will be unable to use the site for any reason.

In the event of termination by the LESSEE pursuant to this provision, the LESSEE will be relieved of all further liability hereunder, except restoration of the Leased Space pursuant to Section 11 hereof. Any rental fees paid prior to the termination date will be retained by the Town. In the event the Town fails to perform its obligations under this Lease for any reason other than the LESSEE'S breach, the LESSEE may pursue all remedies available at law and in equity.

In the event the Town fails to comply with the terms of this Lease, the LESSEE may, after giving the Town no less than sixty (60) days written notice to cure the default, in its sole and absolute discretion, cure any such default, and to the extent the LESSEE incurs any expenses in connection with such cure the Town agrees to promptly reimburse the LESSEE for such expenses incurred and hereby grants the LESSEE a security interest and lien on the Premises, to secure the Town's obligation to repay such amounts to the LESSEE. In addition, the LESSEE may offset the amount of any such expenses incurred against any rent payable hereunder.

- b. The Town may terminate this Lease, at its option, if:
 - i. The Town has given the LESSEE sixty (60) days prior written notice to cure a material default. No such failure to cure a material default, however, will be deemed to exist if the LESSEE has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence in accordance with a binding timeline provided to the Town. Delay in curing a material default will be excused only if due to causes beyond the reasonable control of the LESSEE; and,
 - ii. The LESSEE fails to pay Rent when due, which default or failure is not cured within fifteen (15) business days after the LESSEE'S receipt of written notice of such default or failure.

18. Exclusivity

- a. During the Initial Term or Renewal Term(s), neither the Town, nor its successors or its assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Premises for the uses permitted herein.
- b. Concerning any adjacent parcel of land now or hereafter owned, leased or managed by the Town, its successors or assigns, the Town shall give reasonable consideration to the limited exclusivity granted to the LESSEE in Article 18 a. and make its own determination about whether a proposed use on an adjacent parcel of land poses a reasonable risk of interfering with the LESSEE'S, or with any sublessee of the LESSEE'S reasonable use and enjoyment of the Leased Space.
- c. The LESSEE acknowledges that the Town might reasonably permit within or upon an adjacent parcel of land, the establishment of structures to be used

for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals for reasons of public safety, including police, fire and ambulance service communications.

19. Binding on Successors

The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises

The LESSEE shall have, at all times during the Initial Term or Renewal Term(s), the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. Notwithstanding the foregoing, the LESSEE shall comply with all applicable Town by-laws, including the Town's Noise By-law, when exercising its right of access.

21. Governing Law

The parties intend that this Lease and the relationship of the parties will be governed by the laws of the province in which the Leased Space is located.

22. Entire Lease

All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or, a duly authorized agent of that party, empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing

The LESSEE will have the right during the Initial Term or Renewal Term(s) of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are: (i) suitable for construction and operation of the Structures and (ii) free of all Hazardous Materials. If the LESSEE, prior to completion of the Structures, determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to the Town prior to completion of the Structures, will become null and void; provided that at the LESSEE'S sole expense the Leased Space will be promptly restored to the extent contemplated by the "LESSEE Improvements", Section 11 above and provided further that the LESSEE will deliver copies of all soil tests and investigation reports to the Town's Director of Operations or designate.

24. Oil, Gas and Mineral Rights

The Town shall not grant, lease, let or demise any rights to drill or explore for oil, gas and other minerals in, on or under the Leased Space. The Town covenants that it shall not permit drilling or other activity to be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals.

25. Hazardous Waste

- a. The term “Hazardous Materials” will mean any substance, material, waste, gas or particulate matter which is regulated by the Provincial governmental authority where the Leased Space is located or the federal governments, including, but not limited to, any material or substance which is:
 - i. Defined as “hazardous waste,” “hazardous material,” “hazardous substance,” or is otherwise regulated or controlled under any provision of environmental Laws;
 - ii. Petroleum;
 - iii. Asbestos;
 - iv. Polychlorinated biphenyl; or,
 - v. Radioactive material.

The term “Environmental Laws” will mean all statutes specifically described in the foregoing sentence and all applicable federal, provincial and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with the environment, public health, occupational health and safety or Hazardous Materials.

- b. The Town represents and warrants that, to the best of the Town’s knowledge:
 - i. The Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste;
 - ii. Neither the Leased Space nor any part thereof is in breach of any Environmental Laws;
 - iii. There are no underground storage tanks located on or under the Leased Space; and,
 - iv. The Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability to an extent which would prohibit or materially interfere with the LESSEE’S use of the Leased Space or would damage the LESSEE’S equipment or Structures and attachments thereto.
- c. During the Option Period, the Town grants to the LESSEE the right to satisfy itself that the Leased Space is not in a condition that: (i) would prohibit or materially interfere with the LESSEE’S intended use of the Leased Space or would damage the LESSEE’S equipment or Structures and attachments thereto; or (ii) pose a significant cause for concern for anyone’s health or well-being.
- d. The LESSEE’S exercise of the Option shall be deemed to be the LESSEE’S representation and warranty that it has satisfied itself that the Leased Space is suitable for the LESSEE’S intended use and that the LESSEE has satisfied itself that the Leased Space does not pose a significant cause for concern for anyone’s health or well-being.
- e. The LESSEE covenants and agrees that it shall not use or permit the use of any part of the Leased Space for storage, discharge, release or disposal of

hazardous waste.

26. Mechanic's and Lessor's Liens

The LESSEE will not cause any construction, mechanic's, materialman's or other similar lien to be placed on the Leased Space or the Premises and the LESSEE agrees to indemnify, defend and hold harmless the Town from any such lien from a party claiming by, through or under the LESSEE.

27. Headings

The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence

Time is of the essence of the Town's and the LESSEE'S obligations under this Lease.

29. Severability

If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances, other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Further Assurances

Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If the Town agrees to provide documentation required by this Lease it will use its best efforts to do so within thirty (30) calendar days of the LESSEE'S request for same. For greater certainty, the Town shall provide a Non-Disturbance Agreement required in this Lease.

31. Right to Register

The Town consents to the registration of a Notice of this Lease against the title to the Leased Space in the local Land Registry Office, at the LESSEE'S sole expense, and in a form acceptable to the Town and if requested by the LESSEE, agrees to execute an Acknowledgment and Direction Form in the form approved by the Law Society of Upper Canada. The Town agrees and authorizes the LESSEE to attach and/or insert a legal description of the Leased Space in such Notice, and once approved by the Town, to register such Notice in the local Land Registry Office.

32. Interpretation

Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. Condemnation/Expropriation

- a. The Town shall fully advise the LESSEE in a timely manner of all condemnation or expropriation proceedings or prospective condemnation or expropriation proceedings in order that the LESSEE may fully protect and prosecute its rights and claims relating to the Leased Space.
- b. If the whole of the Leased Space shall be taken or condemned or expropriated by, or transferred in lieu of condemnation or expropriation to, any governmental or quasi-governmental authority or agency with the power of condemnation or expropriation during the Option Period or Initial Term or Renewal Term(s) of this Lease, the LESSEE shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all the LESSEE'S improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of the LESSEE'S other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event that only a portion of the Premises, such portion which does not include the whole of the Leased Space, shall be taken or condemned or expropriation by, or transferred in lieu of condemnation or expropriation to any governmental or quasi-governmental authority or agency with the power of condemnation or expropriation during the Option Period or Initial Term or Renewal Term(s) of this Lease, the LESSEE shall have the option to either:
 - i. Terminate this Lease; or,
 - ii. Continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned, expropriated or transferred in lieu of condemnation or expropriation.

In either event, the LESSEE shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, expropriated, taken or transferred in lieu of condemnation or expropriation, along with the value of all the LESSEE'S improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of the LESSEE'S other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit the LESSEE from making its own claims against any condemning or expropriating authority for any losses or damages the LESSEE shall incur as a result of a condemnation or expropriation, or sale in lieu of condemnation or expropriation, of the whole or any portion of the Premises.

34. Right of First Refusal

If at any time during the Initial Term or Renewal Term(s) of this Lease, the Town receives a bona fide written offer from a third person or company who is in telecommunications or is a lease consolidator ("Offer") to sell, assign, convey, lease or otherwise transfer its interest in the Leased Space, or any portion thereof, which the Town desires to accept, the Town shall first give the LESSEE written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. The LESSEE shall have a period of thirty (30) days after receipt of the Town's notice and terms to accept the Offer and exercise the LESSEE'S right of first refusal by notifying the Town in writing. If the LESSEE has not accepted the

Offer in writing to the Town within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, the Town shall not, at any time during the Initial Term or Renewal Term(s) of this Lease, grant any interest in any portion of the Leased Space (other than the conveyance of fee simple title to the entire Premises) to any third party or company who is in telecommunications or is a lease consolidator without the prior written consent of the LESSEE, which shall not be unreasonably withheld.

35. Date of Lease

The parties acknowledge that certain obligations of the Town and the LESSEE are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease", or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by the Town and the LESSEE, whichever is the later, to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that the LESSEE exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

**THE CORPORATION OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

Per:

INSITE WIRELESS GROUP

Per:

By: _____
Print Name: Betty Disero

Title: Lord Mayor

Date: _____

By: _____
Print Name:

Title:

Date: _____

By: _____
Print Name: Colleen Hutt
Title: Acting Town Clerk

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

PIN 46373-0124 (LT)

Part of Township Lot 90 Niagara Part 1 and 2 on Plan 30R-1838,
Town of Niagara-on-the-Lake, Regional Municipality of Niagara

745 Warner Road, St. Davids Firehall, Niagara-on-the-Lake

EXHIBIT "B"

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of **(15m x 15m) 225** square meters ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

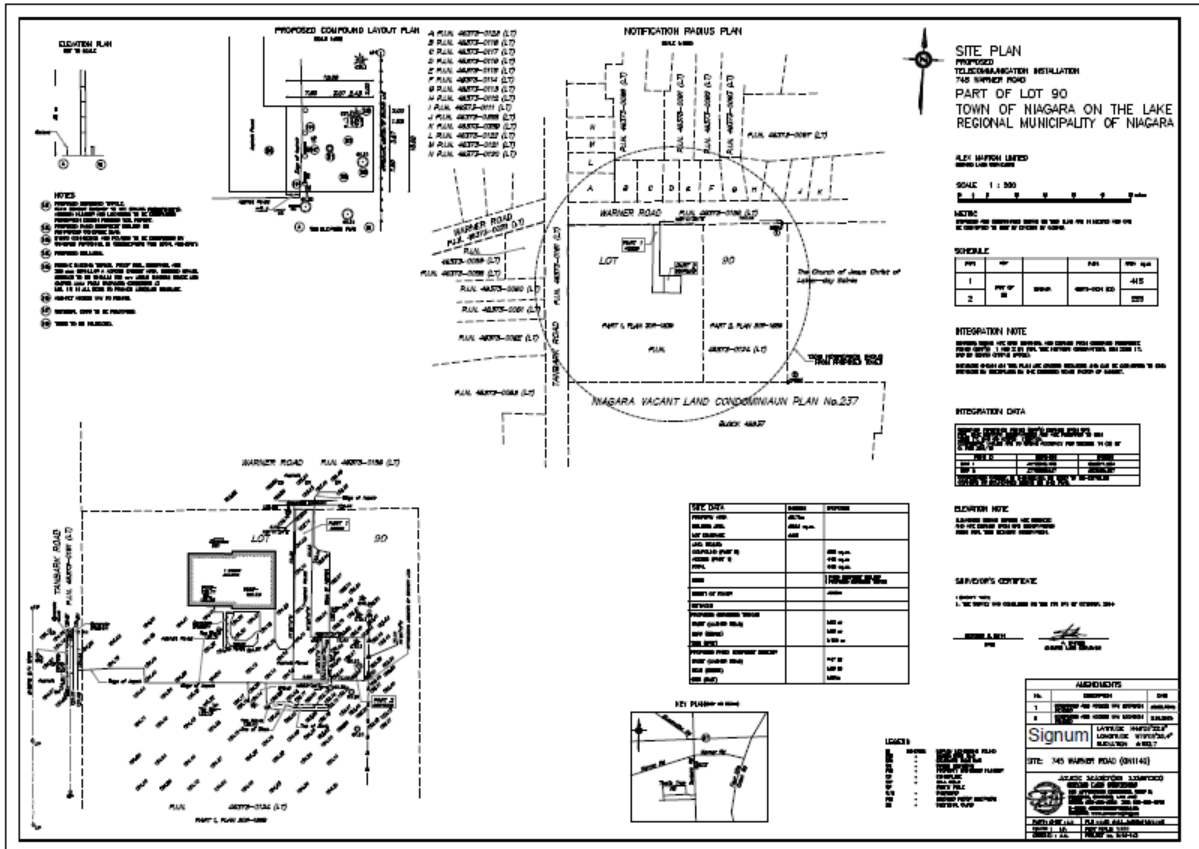


EXHIBIT "C"

LICENSE TO USE TOWER FACILITY

THIS AGREEMENT is made the 1st day of _____, 2015

BETWEEN:

SIGNUM WIRELESS CORPORATION

("Signum")

AND:

(the "Customer")

WHEREAS:

- A. Signum, as lessee, has entered into a lease agreement with the owner of those lands legally described as _____ **ON** (the "**Lease Agreement**") with respect to the area commonly referred to as _____ (the "**Site**");
- B. Signum maintains and operates communications tower(s), antennas, equipment and/or building(s) at the Site (the "**Tower Facility**");
- C. The Customer desires to make use of the Tower Facility; and
- D. Signum is willing to grant to the Customer a non-exclusive license to use the Tower Facility (the "**License**") for the purpose of installing, using and maintaining the equipment described in Schedule A to this Agreement (the "**Equipment**"), subject to and upon the terms and conditions hereinafter set forth.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties agree as follows:

1. **Grant** – Signum hereby grants to the Customer the non-exclusive License to use the Tower Facility for the purpose of installing, using and maintaining the Equipment.
2. **Term** – The term (the "**Term**") of this Agreement shall be for five (5) years.

The Term will commence _____ (the "**Commencement Date**"). If the Lease Agreement is terminated for any reason prior to the end of the Term, this Agreement and the License shall terminate concurrently with the Lease Agreement and the Customer shall not be entitled to any claim whatsoever against Signum for such early termination. The Customer will be entitled to extend the Term pursuant to the right outlined in Schedule B to this Agreement.

3. **Telephone** – The Customer shall pay for all line costs and installation costs with respect to telephone service serving the Equipment.
4. **Electricity** – The Customer shall be responsible for its electrical power consumption at the Site. Signum shall charge a flat monthly rate based on the estimated consumption of the most current list of the Customer's Equipment at the Site. This monthly flat rate is outlined in Schedule B to this Agreement and is subject to change from time to time. If Signum installs equipment to meter the Customer's use of the electrical power used by the Customer in respect of its

Equipment, Signum shall be entitled to invoice the Customer for the cost of the electrical power consumed by it (such cost to be determined by Signum on a reasonable basis and on the basis of the Customer's metered usage of electrical power), plus administrative costs and all applicable taxes. The Customer shall pay the amount shown on any such invoice to Signum within 30 days of receipt of such invoice. In no event shall Signum be liable to the Customer for any loss or damage due to the interruption of electrical power service.

5. **Payment**

- (a) The Customer shall pay to Signum a fee as outlined in Schedule B to this Agreement commencing with a first payment due on the Commencement Date and thereafter with payments payable monthly, in advance, on the 1st of each month during the Term. All payments will be invoiced to the Customer and paid by the Customer to Signum. Such fee shall increase on each anniversary of the Commencement Date throughout the Term as outlined in Schedule B to this Agreement. In addition to such fee, the Customer shall pay to Signum, at the same time as each instalment of the fee is payable to Signum, all taxes applicable to such instalment including, without limitation, any goods and services tax or harmonized sales tax. Such fee shall accrue from day to day and, if for any reason it shall become necessary to calculate such fee for irregular periods of less than one month an appropriate pro-rata adjustment shall be made on a daily basis.
- (b) Notwithstanding sub clause 5(a) above, if Signum incurs unexpected increases in the costs of operating the Tower Facility (for example, unexpected increases in taxes or the cost of utilities), then Signum shall be entitled to increase the fee payable by the Customer pursuant to sub clause 5(a) to include a share of such increased costs (as determined by Signum on a reasonable and equitable basis). If Signum exercises such right and if, as a result thereof, the fee payable in any year of the Term increases by more than 20%, then the Customer shall be entitled, within one (1) month of receiving notice of such fee increase, to terminate this Agreement on three (3) months' prior written notice to Signum.

6. **Security Deposit** – On or before the Commencement Date, the Customer shall pay to Signum the security deposit set out in Schedule B to this Agreement (the “**Security Deposit**”). Signum shall hold the Security Deposit during the Term as security for the payment by the Customer of all amounts payable hereunder and for the performance of the Customer's other obligations hereunder. In the event of a default by the Customer in the payment of any amount payable hereunder or in the event that Signum incurs costs or expenses in performing any obligation of the Customer hereunder, then in each such case Signum shall be entitled to take and apply all or any part of the Security Deposit to pay such amount or amounts on behalf of the Customer and thereafter, upon demand from Signum, the Customer shall forthwith replace such amount by paying the same to Signum, who shall continue to hold the same as the Security Deposit.

7. **Default** – If the Customer fails to pay Signum any fee or other amount provided for hereunder within five (5) days of the due date, then Signum, in addition to any other remedy it may have under this Agreement or elsewhere, may charge the Customer interest on the outstanding amount at a rate of 18% per annum, calculated and compounded monthly on the last day of each month.

8. **Non-interference**

- (a) The Customer shall install, operate and maintain the Equipment at the Tower Facility in accordance with all applicable laws and regulations and industry standards. The Customer agrees that the Equipment must not cause interference to the equipment of Signum or the other licensees on the Site. In the event the Equipment causes such interference, at its sole cost and expense, the Customer shall take all steps necessary to correct

and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed two business days) from the Customer's receipt of notice of such interference, the Customer agrees to immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event the Customer cannot eliminate such interference within such two business day period after using its best efforts to do so, Signum may examine the Equipment, its operation and maintenance and direct the Customer to carry out such repairs and changes to the Equipment as may be commercially reasonable in the circumstances or alternatively Signum may terminate this Agreement.

- (b) Signum agrees that should any interference to the Equipment be encountered by the Customer as a result of any equipment of Signum or another licensee on the Site, Signum shall use all reasonable efforts to eliminate such interference within a reasonable length of time. Signum will also use all reasonable efforts to require the party causing the interference to cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference). The provisions of the immediately preceding two (2) sentences apply only to that equipment which is:
 - (i) owned by Signum; or
 - (ii) owned by a party and situated on the Tower Facility under the terms of an agreement with Signum.

9. **Modifications and Alterations** – The Customer shall, at its own cost and expense, provide any and all design modifications to the Tower Facility necessary to accommodate the Equipment. The Customer shall make no alterations or modifications to the Tower Facility without the prior written permission of Signum. The Customer shall not add to or change the Equipment unless authorized by Signum. Signum shall be entitled, at the Customer's cost, to remove any unauthorized changes from the Site.

10. **Clear Construction Liens** – The Customer shall not suffer or permit any construction lien to be registered against the Site by reason of work, labour, services or material supplied or claimed to have been supplied to the Customer in connection with the Site; if any such lien shall at any time be registered against the Site, the Customer shall cause the lien to be vacated or otherwise discharge within 30 days after the registration of the lien has come to the notice of the Customer.

11. **Access**

- (c) Signum shall permit the Customer and its servants, agents, contractors, subcontractors and employees to enter the Tower Facility for the purpose of installing the Equipment and for the further purpose of carrying out any inspections, repairs, additions, modifications or replacements to the Equipment at all such times as Signum is entitled to access the Site. If requested by Signum, the Customer must submit to Signum the plans and specifications for any work which the Customer wishes to carry out on the Site and must receive Signum's written approval thereof (not to be unreasonably withheld) before beginning such work. All work on Site must be done under Signum's supervision or that of an authorized agent on behalf of Signum and in accordance with the directions of Signum or such authorized agent. The Customer must fill out the log book kept at the Site after each visit by the Customer or any of its agents to the Site. All terms and arrangements for any Site visit are to be made by the Customer with the Service Department, Signum; Phone (647) 777-8440.
- (d) Notwithstanding sub clause 11(a) above, the Customer shall not allow any of its servants, agents, contractors, sub-contractors or employees to access

the Site or the Tower Facility unless and until that party has entered into a Release and Indemnity Agreement in the form attached hereto as Schedule C (the "Release").

- (e) The Customer agrees that if any of the Customer's servants, agents, contractors, sub-contractors or employees fail to observe and perform the terms, covenants and conditions of the Release, Signum may immediately terminate the License and this Agreement.
- 12. **Removal of Equipment** – If the Customer removes the Equipment or any portion of the Equipment from the Tower Facility for any reason whatsoever and, in connection therewith, causes any injury or damage to the Tower Facility (including any equipment owned by the other licensees on the Site) or the lands referred to in recital A hereto, such damage is to be repaired by the Customer at the Customer's expense. Upon termination of this Agreement, the Customer shall at its own cost and expense arrange with Signum to dismantle and remove the Equipment from the Tower Facility within a reasonable period of time (and, in no event, more than seven (7) days).
- 13. **Rules and Regulations** – The Customer and its agents shall abide by all rules and regulations established by Signum from time to time in regard to the Tower Facility, including but not limited to the rules and regulations outlined in Schedule D to this Agreement.
- 14. **Compliance with Law** – The Customer shall comply with all statutes, rules, orders, ordinances and regulations of all government authorities and quasi-governmental authorities in any way related to its occupation and use of the Tower Facility pursuant to this Agreement.
- 15. **Limitation of Liability** – Unless caused by the negligence of Signum or its agents, Signum shall not be liable to the Customer for any damages, injuries, losses or costs, whether direct or indirect or consequential, notwithstanding Signum's notice of same. In any event, Signum shall not be liable for business or economical loss howsoever caused.
- 16. **Condition of Tower Facility** – Signum shall furnish the Tower Facility to the Customer in operating condition. At all times during the Term, Signum shall maintain, at its expense, the Tower Facility in operating condition and shall ensure at all times that the same comply with all applicable laws, all in a manner which will not interfere with the Customer's reasonable use of the Tower Facility for the purposes set out in this Agreement.
- 17. **Release** – The Customer covenants and agrees to release and forever discharge Signum, its directors, officers, employees and agents (collectively, the "Releasees") from any and all actions, causes of action, liabilities, claims, costs, expenses and demands that have arisen or that may arise at any time in the future in respect of injury, loss or damage to person or property, including death, arising out of or resulting from or in connection with the use of the Site or the Tower Facility by the Customer or its servants, agents, contractors, sub-contractors or employees.
- 18. **Indemnity** – The Customer covenants and agrees to assume all risk of loss or damage of any kind whatsoever caused to the Tower Facility by the Customer's use of the Tower Facility, and the Customer further covenants and agrees to indemnify and save harmless the Releasees from all claims, demands, damages, losses and liabilities of whatsoever kind which may be made against the Releasees in respect of damage to property, or injury to or death of any person or persons which may be directly or indirectly caused by, result from, or be attributable to the use of the Site or the Tower Facility by the Customer or its servants, agents, contractors, sub-contractors or employees, including any or all loss or damage which would not have happened had the Customer not been granted the right to access and use the Site and the Tower Facility.

19. **Insurance** – The Customer will, without limiting its obligations or liability under this Agreement, provide, maintain and pay for at its own expense the following insurance (the “Insurance”), which Insurance will be in the names of the Customer and Signum and shall include cross-liability and severability of interest clauses:

- (f) comprehensive general liability insurance, in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage which may arise directly or indirectly out of the operations of the Customer or its servants, agents, contractors, sub-contractors or employees, including coverage for liability arising out of products, whether manufactured or supplied by the Customer, contingent employer’s liability and contractual liability; and
- (g) motor vehicle insurance, in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage.

The Customer will place the Insurance with such insurance company or companies as may be deemed acceptable by Signum in its sole discretion and the Customer will provide Signum with a certificate of such policies evidencing that the Insurance is in force.

20. **Confidentiality** – Except as otherwise provided herein, each of Signum and the Customer agrees that all information communicated to it by the other, whether before, during or after the Term of this Agreement, shall be and was received in strict confidence and shall be used only for the purposes of this Agreement unless otherwise required or directed to be disclosed based on law, rule or regulation.

21. **Damage and Destruction**

- (h) In the event of any damage to or destruction of the Tower Facility which interrupts the continued operation of the Equipment, the fee payable hereunder shall abate from the time of such damage and/or destruction until Signum has completed necessary repairs and again makes available to the Customer the use of the Tower Facility unless such damage and/or destruction was caused by the Customer or any of its employees, agents, contractors or other persons for whom it is at law responsible, in which case the fee shall not abate during any period that the Tower Facility is unavailable for use by the Customer. The abatement of the fee provided for herein shall be the only compensation to the Customer as a result of any damage to or destruction of the Tower Facility.
- (i) If, following any damage or destruction to or of the Tower Facility or any part thereof, Signum in its sole discretion elects not to repair the Tower Facility then Signum shall give notice to the Customer of its election not to repair the Tower Facility or part thereof and, instead, to terminate this Agreement and the License hereby granted in respect of the Tower Facility and, upon delivery of such notice to the Customer, this Agreement shall terminate and the Customer shall thereafter within ten (10) business days remove all of the Equipment from the Tower Facility.

22. **Termination** – The License and this Agreement may be terminated by Signum upon ten (10) days written notice to the Customer for non-payment of the fee or any other amount payable under this Agreement or for any breach of any other term, condition or provision of this Agreement (other than a breach of any financial term) unless the Customer remedies such breach within the said ten (10) day period.

23. **No Tacit Renewal or Extension** – If the Customer continues to use the Site after the end of the Term without the execution of a new license agreement, and Signum accepts payments from the Customer in respect of its use of the Site there shall be no tacit renewal or extension of this Agreement, and the Customer shall be

deemed to be entitled to use the Site on a month to month basis at a monthly fee equal to 150% of the monthly fee paid by the Customer during the last year of the Term, and otherwise upon the same terms and conditions as are set forth in this Agreement, so far as applicable to a monthly license arrangement.

24. **Taxes** – In the event that any additional levies, taxes or other costs are imposed by any lawful authority upon the Site and Tower Facility by reason of any acts or activities done or carried on by the Customer on or with respect to the Site or Tower Facility or the Equipment, the Customer shall indemnify and save harmless Signum from and against any such additional levies, taxes or costs, and it is agreed and understood that any such amounts are to be paid by the Customer to Signum over and above and in addition to the fee hereinbefore provided for.
25. **Expropriation** – If during the Term the Site, or any part thereof, is acquired or condemned by expropriation for any public or quasi public use, then Signum and the Customer may separately claim, receive and retain awards of compensation for the loss of their respective interests, but neither Signum nor the Customer shall have any claim against the other in respect of such loss or the unexpired Term.
26. **Notice** – Any notice required by any provision of this Agreement shall be given or made in writing, addressed to:

Signum Wireless Corporation
7-8362 Woodbine Ave., Suite 360
Unionville, Ontario
L3R 2M6

Attention: Real Estate Department

and to

NOTL

Attention:

27. **Recitals** – The recitals to this Agreement are true and form an integral part of this Agreement.
28. **Resolution of Disputes** – If there is any dispute between the Customer and Signum with respect to or arising out of this Agreement, Signum and the Customer agree that any such dispute shall be settled by a single arbitrator under the commercial arbitration act or arbitration act of the Province in which the Site is located, whose decision shall be final and binding upon the parties hereto.
29. **Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
30. **Governing Law** – This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
31. **Financing** - Licensor acknowledges that Licensee has entered into, or may enter into, certain financing arrangements which may require an assignment or hypothecation of Licensee’s rights and obligations under this Agreement as well as the granting of a security interest in the rights and obligations under this Agreement, and the personal, moveable or other property of Licensee located at the Site. Licensor acknowledges that Licensee will from time to time request consent to such assignment, hypothecation or granting of a security interest and to any transfers occurring on the enforcement of same, provided the Licensee’s

possession is undisturbed, and Licensor agrees that it will confirm the foregoing to Licensee's lender upon the reasonable request by Licensee.

32. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and replaces any prior agreements or understandings between the parties including without limitation any prior license agreement between the parties in respect of the Site, which is hereby terminated. There are no covenants, representations or warranties of either party granted to the other in connection with the subject matter of this Agreement that are not contained in this written Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of ____ day of _____, 2015.

SIGNUM WIRELESS CORPORATION

Robert H. Lane

(Authorized Signatory)

(Authorized Signatory)

Schedule A
CUSTOMER EQUIPMENT LIST

1	

SCHEDULE B

B-1 License Fee Payment Schedule

Zero rent for equipment list in Schedule "A"

B-2 Right to Extend

- (a) This Agreement shall automatically extend for one (1) further and subsequent Extension Term of five (5) years, provided that the Customer is not in material default under this Agreement. Such Extension Term will be on the same terms and conditions as in this Agreement with the exception that the Customer will not be entitled to any further right to extend the Term and that the monthly fee payable pursuant to subclause 5(a) of this Agreement during Year 1 of the Extension Term will be the monthly rent paid in year 5 increased by 2.5% and will be increased by 2.5% on each anniversary of the commencement date of the Extension Term during the Extension Term.
- (b) In the event the Customer does not wish to extend the Term, the Customer must give written notice to Signum in writing no later than six (6) months prior to the end of the initial Term. If the Customer does not give Signum such notice within such time period, then the Extension Term shall be enforced pursuant to Schedule B, subclause 1 (a) above.
- (c) Upon the exercise by the Customer of its right to extend the initial Term, all references in the main body of this Agreement (for greater certainty, excluding this Schedule B) to "Term" shall be read and construed as including the Extension Term.
- (d) For greater certainty, if the initial Term of this Agreement is for less than five (5) years, the Customer shall have no rights whatsoever under this section.

B-3 Electrical Consumption Monthly Flat Rate Payment per antenna (to be adjusted based on Schedule A's equipment requirements) : \$25.00

B-4 Security Deposit N/A

B-5 Site Administration Fee (one-time) N/A

SCHEDULE C

RELEASE AND INDEMNITY AGREEMENT

THIS AGREEMENT is made effective this ____ day of _____, 2014 between Signum Wireless Corporation (“**Signum**”) and _____ (the “**Contractor**”)

In consideration of the Contractor being granted access to the area commonly referred to as the _____ Site (the “**Site**”) and the communication tower(s), antennas, equipment and/or building at the Site (the “**Tower Facility**”) in connection with the installation, operation, maintenance, inspection, repair, addition, modification or replacement of the equipment at the Site and the Tower Facility (collectively, the “**Work**”), THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **Risk** – The Contractor will have access to the Site and the Tower Facility at the Contractor’s own risk solely for the purpose of performing the Work.
2. **Release** – The Contractor covenants and agrees to release and forever discharge Signum, its directors, officers, employees and agents (collectively, the “**Releasees**”) from any and all actions, causes of action, liabilities, claims, costs, expenses and demands that have arisen or that may arise at any time in the future in respect of injury, loss or damage to person or property, including death, arising out of or resulting from or in connection with the Work.
3. **Indemnity** – The Contractor covenants and agrees to indemnify and save harmless the Releasees from all claims, demands, damages, losses and liabilities of whatsoever kind which may be made against the Releasees in respect of damage to property, or injury to or death of any person or persons which may be directly or indirectly caused by, result from, or be attributable to the Work, including any or all loss or damage which would not have happened had the Contractor not been granted the right to access and use the Site and the Tower Facility.
4. **Insurance** – The Contractor will, without limiting its obligations or liability under this Agreement, provide, maintain and pay for at its own expense the following insurance (the “**Insurance**”), which Insurance will be in the names of the Contractor and Signum and shall include cross-liability and severability of interest clauses:
 - (e) comprehensive general liability insurance, in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage which may arise directly or indirectly out of the operations of the Contractor or its servants, agents, contractors, sub-contractors or employees, including coverage for liability arising out of products, whether manufactured or supplied by the Contractor, contingent employer’s liability and contractual liability; and

- (f) motor vehicle insurance, in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage.

The Contractor will place the Insurance with such insurance company or companies as may be deemed acceptable by Signum in its sole discretion, and the Contractor will provide Signum with a certificate of such policies evidencing that the Insurance is in force.

- 5. **Rules and Regulations** – The Contractor will at all times comply with:
 - (g) the rules, regulations and practices required by the applicable construction, health and safety legislation, including, but not limited to the Canada Occupational Health and Safety Regulations; and
 - (h) the rules and regulations set out in Schedule D to this Agreement.
- 6. **Damage** – If, in the opinion of Signum in its sole discretion, the Contractor causes unacceptable damage (the “**Damage**”) to the Site or the Tower Facility, the Contractor will, upon receiving notification of the Damage from Signum, cease the Work and immediately repair the Damage at the Contractor’s expense and then leave the Site.
- 7. **Timely Information** – The Contractor will provide Signum with timely information and updates with respect to the Work.
- 8. **Termination** – The Contractor acknowledges that Signum may immediately terminate the Contractor’s access to the Site and the Tower Facility if Signum, in its sole discretion, determines that the Contractor has failed to observe or perform any of the terms, covenants or conditions of this Agreement.
- 9. **No Assignment or Transfer** – The Contractor will not assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement or any agreement of the Contractor relating to access to the Site or the Tower Facility.
- 10. **Applicable Law** – This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11. **Binding Effect** – This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal personal representatives, successors and assigns of the Contractor and Signum, respectively.

The Contractor has read this Agreement and understands it. The Contractor has been given the right to seek and has sought independent legal advice with respect to this Agreement. The Contractor has not been forced in any way to agree to or sign this

document and the Contractor is doing so because it is willing to accept all risk associated with the Work.

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

Contractor: _____
CORPORATION

SIGNUM WIRELESS

(Authorized Signatory)

Robert H. Lane

(Authorized Signatory)

SCHEDULE D

RULES AND REGULATIONS

- 1) If a Signum employee is required to attend the Site on behalf of the Customer, the employee's time will be charged back to the Customer at Signum's current rate/hour per technician, plus any additional costs to Signum including but not limited to overtime, per diem, and miscellaneous expenses.
- 2) Any batteries installed at the Site must be installed in a manner approved by Signum.
- 3) The Customer is responsible for posting current copies of Industry Canada Radio Licenses for all Equipment operating at the Site.
- 4) The Customer is responsible for maintaining current contact information at the Site and filling out the visitor log book.
- 5) All Equipment installed at the Tower Facility must be clearly labelled for easy identification.
- 6) The Customer shall keep the Tower Facility in a good state of cleanliness at all times.
- 7) The Customer shall cause its agents, employees and contractors to abide by a "no-smoking" regulation at all times at the Tower Facility.
- 8) Signum shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be useful for the safety, care and cleanliness of the Tower Facility and for the preservation of good order therein and the Customer, its contractors and employees shall keep the same.
- 9) The Customer is responsible for the proper care of any keys or access codes provided by Signum. In the event a key is lost, or an access code is divulged to a third party, the Customer will be responsible for the cost of re-keying the entire Site.