BY-LAW NUMBER 20-42

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-law to authorize the entering into a Lease Agreement between Signum Wireless Corporation and The Corporation of the Township of Clearview for 5825 27/28 Sideroad, Stayner.

WHEREAS Section 9 of the Municipal Act, R.S.O. 2001 provides that a municipality has the capacity, rights, power and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed necessary to enter into a lease agreement with Signum Wireless Corporation for lands located at 5825 27/28 Sideroad for the purpose of a telecommunications tower;

NOW THEREFORE the Council of the Corporation of the Township of Clearview HEREBY ENACTS as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute a Lease Agreement with Signum Wireless Corporation, in the form attached hereto as Schedule "A" and Schedule "A" forms part of this By-law.

2. This By-law shall come into force and take effect on the date of its passing.

By-law Number 20-42 read a first, second and third time and finally passed this 22nd day of June 2020.

_____

Doug Measures, MAYOR

_____

Pamela Fettes, DIRECTOR OF LEGISLATIVE SERVICES/CLERK

THIS AGREEMENT made effective as of the 1st day of August, 2020 (the "**Effective Date**")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW
Hereinafter called the "Township"
OF THE FIRST PART

-and-

SIGNUM WIRELESS CORPORATION
Hereinafter called "LESSEE"
OF THE SECOND PART

WHEREAS THAT:

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

WHEREAS at the Council meeting held on July 29, 2019, Report CS-050-2019 was passed by the Council of the Township of Clearview authorizing the entering into of this Lease with the LESSEE of part of the Premises as more fully defined herein, (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. Leased Space and Premises

In consideration of all of the covenants, warrants, representations and rights and obligations contained herein, the Township shall lease, and hereby leases, to the LESSEE that part of the Premises, comprising an area of 15.00 m x 15.00 m square meters of space as depicted in Exhibit "B" attached hereto (the "**Leased Space**") The Township also hereby grants to the LESSEE the right to survey the Leased Space at the LESSEE'S cost.

2. Use

The LESSEE may use the Leased Space for the purposes of constructing, supporting and operating a wireless communications facility, including a monopole communications tower, antennas, cables, and related structures and improvements (collectively the "**Structures**"), as described in Section 11 of this Agreement, and for any other purpose required to maintain, support and operate a wireless communication facility upon obtaining the Township's prior written consent which shall not be unreasonably withheld, conditioned or delayed but which may be subject to approval by Township Council (the "**Use**").

3. Term

a. The term of this lease shall commence on the Effective Date, and shall expire on that date which is five (5) years following the Effective Date (the "**Initial Term**").

b. The parties agree that during the Initial Term, the Lessee shall have an "**Interim Period**" during which it may be constructing Structures and readying the Leased Premises for the Use. The Interim Period shall run from the Effective Date to the "**Commencement Date**" which shall be the day that Signum completes construction of the Structures, or is able to being using the Leased Premises for the purposes of supporting wireless communication services.

c. In the event that the Commencement Date has not occurred within two (2) years of the Effective Date, the Township shall have the option to terminate this Agreement.

d. Provided that this Lease has not been terminated for any other reason, the term of this Lease shall be automatically extended for additional terms of five (5) years each (each five-year period a "**Renewal Term**") eight times, unless the Lessee notifies the Township of its intention not to renew prior at least one month prior to the expiration of the then current Term or Renewal Term. Throughout the Initial Term and any 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. In the event consent from the applicable subdivision controlling body is required, all such costs of obtaining such consent shall be the liability of the Lessee.

4. <u>Rent</u>

a. During the Interim Period the Lessee shall pay Rent to the Township the amount of One Thousand Dollars ($1,000.00) plus applicable harmonized sales tax per annum;

b. Commencing on the Commencement Date, the Lessee shall pay Rent to the Township in the amount of **<u>Fourteen Thousand Dollars ($14,000.00)</u>** plus any applicable harmonized sales tax per annum;

c. All Rent payable for the Interim Period, and during the Initial Term and any Renewal Term shall be paid by the Lessee in annual installments in advance on or before the 1st day of June of each calendar year. The Lessee will pay Rent to the Township at 217 Gideon Street, Stayner ON, L0M 1S0 Attention: Township Clerk.

d. Any Rent for the Interim Period which accrues prior to June 1, 2020 shall be payable upon the execution of this agreement, on a prorated basis. In the event that the Commencement Date occurs prior to June 1st of any calendar year, the Rent then owing for that partial year period 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 and any Rent pre-paid as Rent for the Interim Period shall be offset against the amount of Rent owing for the Initial Term.

e. Throughout the Initial Term and any Renewal Term, the Rent payable by the Lessee shall increase by ten percent (10%) every fifth year, commencing on the Commencement Date

f. In addition to Rent payable hereunder, the Township shall receive an additional Two Hundred Canadian Dollars (**CAD $200.00**) (plus applicable taxes (Provincial Sales Tax, Goods and Services Tax and/or Harmonized Sales Tax) per month in revenue sharing, beginning with the second (2^{nd}) carrier, for each broadband telephony carrier sublessee, including but not limited to, PCS providers such as Rogers, Telus, Shaw, Mobilicity or Public Mobile, which the Lessee authorizes to use the Leased Space, or authorizes to install any equipment or make use of any equipment located on the Leased Space (the "**Profit Sharing Amount**"). The LESSEE shall provide the Township with a summary report listing the sublessees on the Leased Space or the Equipment in each month of the year for immediately preceding year at the same time that the Lessee submits to the Township the annual Rent cheque for the forthcoming year. The Profit Sharing Amount for the immediately preceding year shall also be remitted to the Township at the same time that the Rent for the immediately forthcoming year is provided and such Profit Sharing Amount shall be deemed to be Rent for the purposes of this Lease. In the event the first (1^{st}) sublessee is no longer a sub-tenant or sub-licensee on the Leased Space, the second (2^{nd}) sublessee who collocated on the Leased Space will take the place of the first (1^{st}) sublessee for purposes of being excluded from the revenue sharing provisions of this section.

5. Ingress and Egress

The Township grants to the LESSEE, commencing on the Commencement Date, and during the Initial Term and any Renewal Term, 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 the Commencement Date and will continue until the expiration of the Initial Term and any Renewal Term.

The location and configuration of the Easement will be shown on the survey prepared by the Lessee and be approved by the Township prior to Commencement Date. 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 Township and the LESSEE agree to execute and which the LESSEE will, upon receiving the Township'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, provided however that upon the expiration of the Initial Term and any Renewal Term, that the Lessee shall delete and discharge the registered Easement Agreement from title to the Premises within fifteen (15) business days.

The LESSEE agrees that the Township may require the relocation of the Easement 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.

In the event that the Township relocates the Easements, all costs of the relocation shall be borne by the LESSEE.

6. Title and Quiet Possession

The Township 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 Township represents and covenants that the Township owns the Leased Space in fee simple.

The Township 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 Township represents and warrants to the LESSEE that the Township 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 Township 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 within ten (10) business days of any request to do so from the Township, provided only 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 that a 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 shall be provided to the LESSEE within thirty (30) business days of the LESSEE providing an executed, written attornment or postponement agreement attorning to any mortgagee, trustee, or beneficiary.

b. The LESSEE may not, at any time grant any other entity (hereinafter the "**Lenders**") a lien on and security interest in the LESSEE'S interest in the Lease or on any assets or personal property of the LESSEE located on the Leased Space (the "**Personal Property").**

8. Governmental Approvals and Compliance

During the Initial Term and any 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 Township 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 Township 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 Township'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 Township's consent, and (b) assign or transfer this Lease in whole or in part with the Township's consent, which the Township 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 Township, but without the Township'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 Township to be bound by all terms and conditions of the Lease instead of the LESSEE.

The Township 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 Township hereby grants to the LESSEE a temporary

construction easement over such portion of the Premises approved by the Township 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 Township's Director Operations or designate.

The LESSEE shall permit the Township to install one (1) antenna and one (1) line and equipment ("**Township Equipment**"), (which Township Equipment will be specifically depicted further in the ASA defined below) on the LESSEE'S communication tower in the future only at a location lower than the reserved location of the LESSEE sublessees, at no charge and provided that the Township's use does not interfere with The LESSEE'S existing or future operations on the Leased Space. In addition, the height of the Township's antenna on the tower will be mutually agreed upon by both the Township and the LESSEE at a later date. However, the Township and the LESSEE agree that the Township's antenna and Township Equipment shall be at a one height level. In the event, the Township requires ground space in order to install a shelter or pad, Township agrees that it shall be located outside of the LESSEE'S Leased Space. Prior to installation of any Township Equipment, the Township agrees to execute an Antenna Site Agreement ("ASA"), substantially similar to the one attached hereto as Exhibit "C". The Township, at it' sole cost and expense, shall be responsible for the installation of its antennas and equipment on the tower.

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 Township: Township of Clearview
217 Gideon Street
Stayner, ON.,
L0M 1S0
Attention: Township Clerk
Phone #: 705-428.6230
Fax #: 705.428.0288

Rent Payable to: Township of Clearview
217 Gideon Street
Stayner, ON.,
L0M 1S0
Attention: Treasurer

To the LESSEE: SIGNUM Wireless Corporation
70 East Beaver Creek, Unit 22
Richmond Hill, ON
L4B 3B2
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 Township shall deliver a copy of such notice to Lender at an address to be provided by the LESSEE.

11. LESSEE Improvements

The LESSEE has the right, at its sole expense, and limited only by the provisions contained herein, 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 Township, or designate of the Township.

All leasehold improvements shall be subject to the LESSEE complying with the Township's procedures for development and/or redevelopment of telecommunication towers, including the filing of an application for those installations not excluded from consultation. The LESSEE acknowledges and agrees that the erection of Equipment and any other leasehold improvements may be hindered by the presence of sewer mains, electrical conduits and other utility infrastructure located on or near the Leased Space. The Tenant acknowledges and agrees that prior to the construction of any Equipment on the Leased Space, it shall obtain the consent of the Township in writing. The LESSEE shall provided to the Tenant for review, notice of its intention to erect any equipment or infrastructure and provides detailed specifications as to the location and construction plans for any such equipment and infrastructure. In the event that the Township believes, acting reasonably, that such Equipment may interfere with existing infrastructure or utilities located on or near the Leased Space, the Township may refuse the LESSEE the right to erect such Equipment.

Immediately following construction of the Structures, and throughout the Initial Term and any Renewal Terms, the LESSEE shall repair, restore and maintain 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.

The LESSEE shall dispose of all surplus excavated materials outside the Leased Space and Premises at a disposal site of its choice, at its sole cost and expense. Upon completion of the disposal operation, the LESSEE shall submit to the Township 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 Agreement maintain in full force a General Liability Insurance policy covering all of its operations, activities, liabilities and obligations having limits of not less than Five Million Dollars ($5,000,000) per occurrence with a deductible of no more than $10,000 or as mutually agreed to by the Township 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 Township 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 execution of this Agreement, provide the Township 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 Township;

ii) All policies shall be endorsed to provide the Township 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 Township 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 Township on demand;

v) The LESSEE may be required to provide any other form of insurance as the Township, 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 Township.

b. The LESSEE agrees to protect, indemnify, keep indemnified and save harmless the Township and its employees, directors, officers, members of council, servants and agents, and persons for whom the Township 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.

c. 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. The Lessee shall be solely responsible for the cost of installing any infrastructure necessary for the purposes of obtaining any public utilities required at the Leased Space. **Prior to the installation of any infrastructure for the provision of public utilities, the Lessee shall provide detailed plans regarding the location of the installation of such utilities to the Township for review and acceptance. The Township reserves the right to require the Lessee re-design its public utility pathways to ensure they do not interfere with existing or planned Township infrastructure.**

14. Taxes

The LESSEE will pay any municipal property taxes assessed on, or any portion of the taxes attributable to the Leased Space or 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 Leased Space.

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 Township will maintain the Premises surrounding the Leased Space according to its usual practices.

16. Hold Harmless

a. The Township 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 Township or any of the Township'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 Township 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 Township 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 Township or any of the Township's agents, servants, employees, licensees or invitees.

The LESSEE shall indemnify and hold harmless the Township from any cost, damage, liability, third party claims, law suit, court claim, including lawyer client costs, which may occur as a result of the use of the Leased Space by the LESSEE.

17. Termination Rights

a. The LESSEE may terminate the Lease, at its option, after giving the Township no less than one (1) years 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 Township 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 Township occurs;

ix. The Township 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 Township. In the event the Township 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 Township fails to comply with the terms of this Lease, the LESSEE may, after giving the Township 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 Township 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 Township'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 Township may terminate this Lease, at its option, if:

i. The Township 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 Township. 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 Township, 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. The LESSEE acknowledges that the Township 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 Township by-laws, including the Township's Noise By-law, when exercising its right of access. The Lessee acknowledges and agrees that the Township shall not be responsible for maintaining, at all times, the paths of ingress and egress to the Leased Space.

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. <u>Survey and Testing</u>

The LESSEE will have the right, at its sole cost and expense, during the Initial Term or Renewal Term(s) of this Lease 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 Township 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 Township's Director of Operations or designate.

24. <u>Oil, Gas and Mineral Rights</u>

The Township 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 Township 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. <u>Hazardous Waste</u>

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 Township represents and warrants that, to the best of the Township's knowledge:

i. The Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste. The Lessee acknowledges, however, the existence of a sewer main and hydro corridor on the Premises, located adjacent to the Leased Space;

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. The Township grants to the LESSEE the right to satisfy itself, Prior to the Commencement Date, 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 shall have the option, prior to the Commencement Date, to terminate this Lease. Payment of Rent on the Commencement Date 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. In the event the LESSEE does not pay the full amount of Rent due and payable following the Commencement Date, the Township shall have the right to terminate this Lease Agreement.

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 Township from any such lien from a party claiming by, through or under the LESSEE, and to pay into court any sum necessary to discharge any such lien placed upon the Leased Space within ten (10) days of receiving notice of such lien.

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 Township'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 Township 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 Township shall provide a Non-Disturbance Agreement required in this Lease.

31. Right to Register

The Township 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 Township 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 Township 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 Township, 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 Township 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 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 prior to the Commencement Date, or during the Initial Term or any 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 Township 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, which the Township desires to accept, the Township 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 Township's notice and terms to accept the Offer and exercise the LESSEE'S right of first refusal by notifying the Township in writing. If the LESSEE has not accepted the Offer in writing to the Township within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, the Township 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 Township 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 Township 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.

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

THE TOWNSHIP:
The Corporation of the
Township of Clearview

By: _____
Print Name:
Title: Clerk

By: _____
Print Name:
Title:
We have authority to bind the corporation.

Date:_____

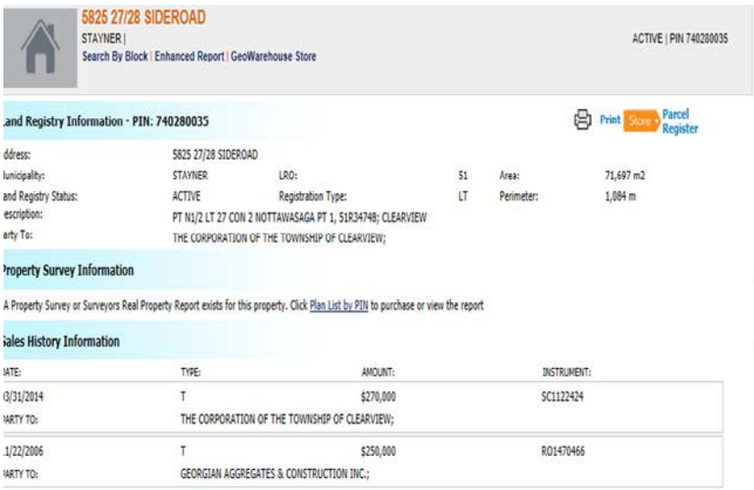
THE LESSEE:
SIGNUM Wireless
Corporation

By: _____
Print Name: **Robert H. Lane**
Title: President
I have authority to bind the corporation.

Date:_____

EXHIBIT "A"

PT N1/2 LT 27 CON 2 NOTTAWASAGA PT 1, 51R34748; CLEARVIEW
PIN: 740280035



5825 27/28 SIDEROAD
STAYNER |
Search By Block | Enhanced Report | GeoWarehouse Store

ACTIVE | PIN 740280035

.and Registry Information - PIN: 740280035

Print Store Parcel Register

ddress:	5825 27/28 SIDEROAD				
lunicipality:	STAYNER	LRO:	51	Area:	71,697 m2
and Registry Status:	ACTIVE	Registration Type:	LT	Perimeter:	1,084 m
escription:	PT N1/2 LT 27 CON 2 NOTTAWASAGA PT 1, 51R34748; CLEARVIEW				
erty To:	THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW;				

Property Survey Information

A Property Survey or Surveyors Real Property Report exists for this property. Click Plan List by PIN to purchase or view the report

Sales History Information

ATE:	TYPE:	AMOUNT:	INSTRUMENT:
03/31/2014	T	$270,000	SC1122424
ARTY TO:	THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW;		
.1/22/2006	T	$250,000	RO1470466
ARTY TO:	GEORGIAN AGGREGATES & CONSTRUCTION INC.;		



EXHIBIT "B"

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of **(15.00 m x 15.00 m)** 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:

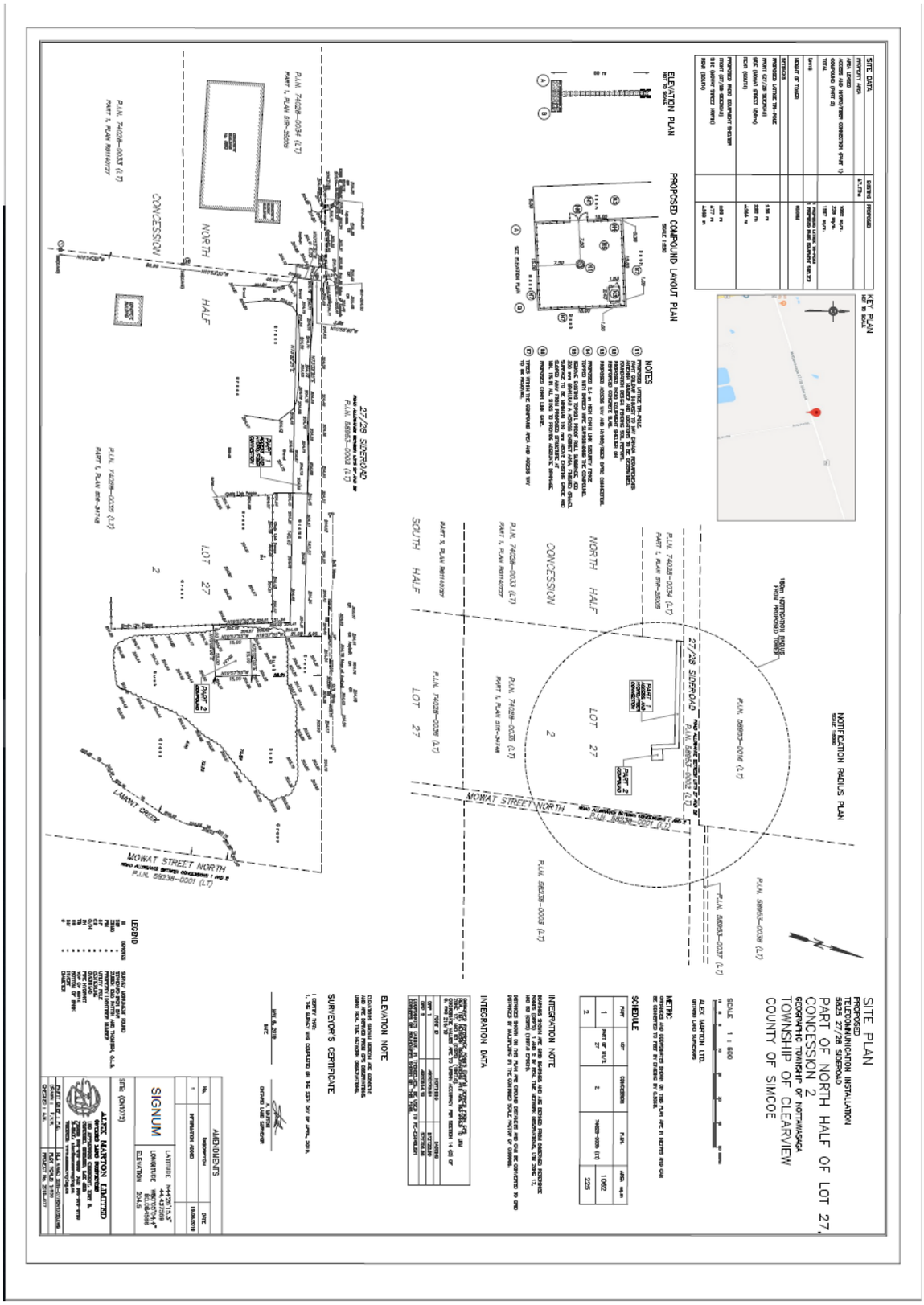


EXHIBIT "C"

ANTENNA SITE AGREEMENT (ASA)

LICENSE TO USE TOWER FACILITY

THIS AGREEMENT is made the ___ day of **[month]**, 2018

BETWEEN:

SIGNUM WIRELESS CORPORATION

("**Signum**")

AND:

[insert customer legal name]

(the "**Customer**")

WHEREAS:

A. Signum, as lessee, has entered into a lease agreement with the owner of those lands legally described as **5825 27/28 Sideroad, Stayner** (the "**Lease Agreement**") with respect to the area commonly referred to as the **[Stayner]** (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 **[insert effective start date of the agreement]** (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 monthly/yearly 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/yearly, in advance, on the 1st of each month/year 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 Customers 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 Customer 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**

(a) 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.

(b) 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").

(c) 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 Customers 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:

    (a) 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

    (b) 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**

    (a) 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.

    (b) 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
70 East Beaver Creek, Unit 22
Richmond Hill, ON
L4B 3B2
Attention: Real Estate Department

and to

[insert customer name and address]

Attention: **[insert contact name]**

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** - Signum acknowledges that Customer has entered into, or may enter into, certain financing arrangements which may require an assignment or hypothecation of Customer'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 Customer located at the Site. Signum acknowledges that Customer 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 Customer's possession is undisturbed, and Signum agrees that it will confirm the foregoing to Customer's lender upon the reasonable request by Customer.

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 **[insert month]**, 2018.

SIGNUM WIRELESS CORPORATION	**[insert customer legal name]**
_____	_____
Robert H. Lane	
(Authorized Signatory)	(Authorized Signatory)

[redacted]

CUSTOMER EQUIPMENT LIST

SCHEDULE B

B-1 License Fee Payment Schedule

Year 1 - **_____** per **month/year**, in advance

Year 2 - **_____** per **month/year**, in advance

Year 3 - **_____** per **month/year**, in advance

Year 4 - **_____** per **month/year**, in advance

Year 5 - **_____** per **month/year**, in advance

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 4% and will be increased by 4% 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 **_____**

B-4 Security Deposit 3 months' rent

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 **Stayner Tower 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:

   (a) 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

   (b) 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:

   (a) 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

   (b) 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: _____

_____

(Authorized Signatory)

SIGNUM WIRELESS CORPORATION

_____
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.

10) Notwithstanding anything stated above, the Customer shall at all times adhere to the Signum Site Rules and Regulations.

Schedule E

SITE INSTALLATION STANDARDS

This Schedule "E" hereby forms part of the Agreement between Signum and the Customer.

1. Installations will be completed in a neat, clean, and professional manner.
2. All work at the Site will be in compliance with prevailing Signum, Industry Canada and Health Canada standards.
3. 'Site Specific' instructions may apply in addition to these general Signum Minimum Site Standards.
4. Non-compliant installations shall be resolved at the Customer's expense within thirty days of notification.
5. All Equipment shall be installed only in the locations assigned by Signum as stated in the Site License Agreement.
6. All Equipment shall be licensed and operated in full compliance with all Industry Canada rules and regulations, as applicable.
7. Customer must notify Signum for approval of any significant changes to the Equipment referenced including, but not limited to, any addition or change in operating frequency(s), change in transmitter power levels or addition or removal of equipment.
8. Customer's name, phone number, and frequencies shall be clearly marked on the Equipment.
9. Equipment shall be grounded to the Site grounding system.
10. The Equipment must be operated with all shields attached, cabinet doors closed and side panels installed.
11. Ground kits shall be used on all coax runs at the antenna, at the building entrance, and at the point where the coax leaves the Tower.
12. All ancillary equipment such as modems, duplexers, cavity filters, etc., will be racked or enclosed within the station or a suitable metal cabinet housing, as outlined and approved in the Site License Agreement.
13. Transmission lines shall be labelled with Customer's name and antenna location.
14. If applicable, all antenna lines entering the Site shall have a Polyphaser® or equivalent surge suppressor installed within two feet of the cable entry port. This surge suppressor shall be bonded to the Site ground system.
15. All metal parts and antenna mounts used on the Towers shall be stainless steel or hot-dip galvanized steel. Cold galvanizing or plating is not permitted.
16. Cadwelding to the Tower or drilling holes in any Tower member is NOT permitted.
17. Tower riggers must be listed on the Signum approved Tower rigger list.
18. Only heliax or similar LDF-style coax may be used on the towers or Hybrid cable (fiber and DC). RG-style coax and superflex are not permitted on the towers. Hybrid cable (fiber and DC) shall be properly hung to the tower using proper retaining devices. Surge/lightening protection must be installed at the termination of the tower on the DC line (contained in the hybrid cable).
19. Coax runs in the buildings shall have 100% shield.
20. Interior cable runs shall be made in a neat and professional manner. Loosely hung or excessively coiled cables are not permitted.
21. Unsealed batteries (lead acid, maintenance free lead / acid) are not permitted in Signum Sites. All sealed batteries must be properly mounted and installed according to the manufacturers' specifications including proper containment.
22. Appropriate cable cushions shall be used on each tower. When the use of cable cushions is not possible, black nylon tie-wraps or other insulated clamps or strapping shall be used. The use of copper ties or similar metal strapping is not permitted.
23. Spray-in foam filler is not permitted for filling conduit holes in wall feed-throughs.
24. Entry boots appropriate for each building shall be used. Microflect boots shall be used on those buildings with Microflect entry panels.
25. All transmitters shall include a harmonic filter, either low-pass or band-pass, as equipped from the manufacturer.
26. Customer must comply with any applicable instructions regarding any Site security system. Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
27. This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.

28. To reduce the possibility of interference, the standards below are minimums required by the Customer. Additional protective equipment may be required by Signum in the event of interference.

(a)

(b)

(a) ***(c) Minimum Transmitter Protection Standards***

Frequency Range	Minimum of reverse isolation required (isolator)	Bandpass cavity minimum attenuation (1 MHz from TX Frequency)
25-54 MHz	20 dB	30 dB
66-88 MHz	25 dB	20 dB
88-108 MHz	25 dB	25 dB
130-225 MHz	50 dB	25 dB
400-512 MHz	50 dB	15 dB
806-960 MHz	50 dB	15 dB

Hybrid transmitter combining will have a band pass filter installed on the output with the following attenuation at 1 MHz from the transmit frequency: UHF/800/900 MHz- 15 dB. Multi-frequency transmitter filtering must be approved by engineering