

Site (legally described on Schedule "A"): **(no civic address) Sauble Falls Parkway**Location Code: **C8062 – Sauble Beach North**THIS AGREEMENT made this _____ day of **December, 2019**.

1. IN CONSIDERATION of \$2.00, the receipt of which Landlord acknowledges, Landlord leases to Tenant the premises shown on Schedule "B" at the Site described above, including the following:
(check appropriate box(es))

- Land comprised of approximately **225 square metres**
 Building interior space of approximately _____ square _____
 Building exterior space for attachment of antennas
 Building interior space for attachment of antennas
 Space required for cables and wires
 Rooftop space
 Access road to be constructed by Tenant
 Space for generator and/or connector boxes
 Other

together with the non-exclusive right of unrestricted use of the rest of the Site for purposes of access, staging, construction, installation, removal and repair of telecommunications facilities, and connections to the appropriate utilities, fibre optic and telephone facilities ("access and utility rights").

2. TERM of 5 years beginning on **March 1, 2020** ("Commencement Date").

3. RENT shall be paid monthly in advance in the amount of **Eight Hundred Dollars (\$800.00)** plus HST, if applicable, starting on the first day of the month following the beginning of construction. **In the event Tenant licences a portion of the Premises to an unrelated, third-party wireless communications company, the monthly rent herein shall be increased by the sum of Two Hundred and Fifty Dollars (\$250.00) per month plus HST, if applicable, payable from the first of the month following the date of installation until the termination of such third-party license, with Tenant providing 30 days' notice to Landlord of entering into or termination of licence. Tenant shall also ensure that such third party has insurance and WSIB coverage as required under this agreement.** Landlord confirms that its HST Number is **13097 3662 RT0001**, and acknowledges that payment of rent is contingent upon such number being accurate and correct. Commercial realty taxes attributed directly to the premises shall be payable by the Tenant.

4. EXTENSION of the initial term of this agreement is hereby granted to Tenant for 3 additional 5 year extension periods unless Tenant provides Landlord written notice of its intention not to extend at least 60 days prior to the expiration of the then current term. Rent for each extension term shall be rent payable during the preceding term increased by 10%.

5. USE of the premises and access and utility rights by Tenant shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment for the provision of telecommunication services. Where applicable, Tenant may connect its equipment and provide telecommunication services by wireless, cables and/or wires to the equipment of other occupants at the Site.

6. UTILITIES required for the operation of the telecommunications facilities shall be the sole responsibility of Tenant, and electrical consumption shall be determined by: (check appropriate box(es))

- included in rent or not applicable
 separate meter with direct invoices from local utility, if available
 check meter installed by Tenant, with invoices from Landlord based on meter readings and Tenant's share of Landlord's electrical bill

7. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts shall remain the personal property of Tenant and shall be removed by Tenant upon expiration or termination of this agreement and the premises shall be restored to its original condition **including the planting of vegetation**, reasonable wear and tear excepted. Tenant shall not be required to remove **underground conduits but will be required to remove concrete foundations above 0.5m below grade or roof piers** at the end of the term.

8. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or facsimile number of the party set forth below.

9. ASSIGNMENT of this agreement by Tenant may be made to any corporate affiliate(s), principal lenders or a purchaser of part or all of Tenant's assets. Assignment or transfer of this Agreement or an interest therein by the Landlord may be made to its principal lenders or a purchaser of the Site. All other assignments require the other party's consent, at its sole discretion. ~~Tenant may permit use of all or any portion of the premises and access and utility rights by others for telecommunications purposes.~~

10. TERMINATION of this agreement may be exercised by Tenant at any time on 30 days' notice without further liability if Tenant cannot obtain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility on conditions satisfactory to Tenant, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason (e.g., interference with Tenant's signals, damage or destruction, site decommissioning) Tenant determines, in its discretion, that it will no longer use the premises or access rights for its intended purpose. Upon termination, all prepaid rent shall be adjusted to the date of termination. If Tenant defaults under this agreement and such default is not being diligently remedied within 30 days after notice (*force majeure* excepted), Landlord may terminate this agreement on 30 days' written notice.

11. INDEMNITY: Tenant ~~and Landlord~~ shall indemnify and hold the ~~Landlord~~ ~~other~~ harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the premises by such indemnifying party. Tenant, **and any licensee of Tenant who licences a portion of the Premises**, shall maintain during the term and any extensions, public liability and property damage insurance coverage of not less than ~~\$5,000,000~~ ~~2,000,000~~ and upon notice Landlord shall be added as an additional insured and provided with evidence of coverage. **Tenant and its contractors shall also hold valid WSIB certificates prior to any entry onto the Site.**

12. HAZARDOUS SUBSTANCES: Landlord represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation. Landlord shall be responsible for any pre-existing contamination of the Site. Landlord and Tenant shall not introduce or use any such substance on the Site in violation of any applicable law.

13. MISCELLANEOUS:

(a) Tenant upon paying the rent shall have quiet possession of the premises. Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Tenant from the Site. Landlord shall ensure that other carriers granted space on the Site coordinate site access and antenna placement with Tenant through Tenant's standard collocation procedures and conditions to ensure there is no interference or impairment and Tenant's quiet possession of the premises is protected. Tenant shall have 24 hours a day, 7 days a week access to the premises subject to Landlord's reasonable security requirements and access cards and/or keys provided by Landlord at Tenant's expense.

(b) Prior to initial installation, Tenant shall supply Landlord with plans and/or surveys as applicable (collectively the "plans"), which plans shall become schedules and form part of this agreement. Tenant's plans for changes to the telecommunications facilities shall also become schedules and form part of this agreement. Landlord shall, at Tenant's expense, assist and co-operate with Tenant in obtaining governmental approvals for Tenant's permitted uses. Landlord shall maintain and Tenant shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.

(c) Landlord and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind Landlord accordingly.

(d) This agreement contains all agreements, promises and understandings between Landlord and Tenant. All future plans shall become schedules and form part of this agreement.

(e) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant.

(f) Landlord shall permit Tenant or its contractors full access to the Site and premises, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the premises, provided Tenant shall repair any damage caused by any tests or inspections.

(g) If Tenant remains in possession at end of term(s), Tenant shall be a monthly tenant at the then current rent.

(h) This agreement shall be governed by the laws of the province in which the Site is located. Invalid provisions are severable and do not impair the validity of the balance of this agreement. Landlord agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.

(i) A short form lease or notice of lease may be registered on title at Tenant's expense.

~~(j) If a matrimonial home is located at the Site, Landlord's spouse hereby consents to the agreement.~~

14. ADDITIONAL PROVISIONS: See Schedule C and D attached, if applicable.

Landlord

The Municipal Corporation of the County of Bruce

30 Park Street

Walkerton, Ontario

N0G 2V0

Facsimile No. (519) 881-2400

Attention:

Per: _____ Per: _____

Name: Mitch Twolan

Name: Donna Van Wyck

Title: Warden

Title: Clerk

I/We have authority to bind the Corporation.

Tenant

Rogers Communications Inc.

c/o Cushman Wakefield

One Mount Pleasant Rd., 2nd Floor

Toronto, Ontario

M4Y 2Y5

Facsimile No. (416) 935-7799

Attention: Manager, Lease Administration

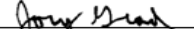
Per: _____ **OWENS, WRIGHT LLP**

Name:

DATE APPROVED: 12/4/19

Title:

I have authority to bind the Corporation.

BY: 

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDLORD'S LANDS ("SITE")

Property Identifier: 33155-0577 (LT)

Part Lots 32-33 Concession D Amabel As In AM11524 and AM11550 E of Suable Falls Parkway AKA County Rd #21; South Bruce Peninsula; Land Registry Office for the Land Titles Division of Bruce (No. 03)

SCHEDULE "C"

ADDITIONAL PROVISIONS

The Tenant agrees to license space on the tower to be located within the premises to the Landlord for the purpose of installing and maintaining radio frequency transmission and reception equipment for Landlord's uses (the "Landlord's Equipment") at its own expense, but at no rent charge by Tenant, and Tenant shall provide space on the tower for the Landlord's Equipment of an amount agreeable between the parties acting reasonably, all in accordance with the site sharing agreement in the form attached hereto as Schedule "D" and in accordance with applicable laws, including "CPC-2-0-17 — Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements". Schedule "4" of the form attached hereto as Schedule "D" shall be replaced at the time that Landlord locates its equipment on Tenant's tower, and the content and location of such equipment shall be negotiated by the parties and shall be acceptable to Tenant, acting reasonably.

SCHEDULE "D"

Form of Site Sharing Agreement

[insert on following pages]

Licensee Site Name: ●
Licensee Site Code: ●

Licensor Site Name: Sauble Beach North
Licensor Location Code: C8206

SITE SHARING AGREEMENT

Dated:

LICENSOR

Licensor Name: **Rogers Communications Inc.** (“Licensor”)
Address for Notice and Payment: One Mount Pleasant Road
Toronto, Ontario, M4Y 2Y5
Attention: Real Estate Department
Tel. (416) 935-1100
Fax. (416) 935-7799
24 Hour Emergency Number: Tel. (416) 935-5600

LICENSEE

Licensee Name: **The Municipal Corporation of the County of Bruce** (“Licensee”)
Address for Notice: 30 Park Street
Walkerton, Ontario
N0G 2V0
Fax. (705) 682-6601
Attention: Miguel Pelletier, Director
Tel.: (519) 881-2400
Fax.: (519) 507-3030
24 Hour Emergency Number: Tel.: ()
Licensee DUN’S Number: n/a
Licensee’s HST Registration Numbers: 13097 3662 RT0001
Information required by Licensee on Invoices: N/A
Billing Address (if different): same

Licensee Site Name: ●
Licensee Site Code: ●

Licensor Site Name: Sauble Beach North
Licensor Location Code: C8206

BASIC TERMS

Address of Owner's Lands ("Site"):

Uses Permitted: In-house radio equipment

Fees: See Schedule "2"

Commencement Date: _____

Term: TWENTY (20) YEARS

Licensee Space on:

Tower

Licensee Power:

Separate Meter (Direct from Utility Co.) X, Check Meter

Schedules which form part of this License:

Basic Terms and Conditions - see Schedule "1"

Equipment List, License Fees and Additional Costs - see Schedule

"2" Legal Description of Site - see Schedule "3"

Licensed Area - see Schedule "4"

Rogers Communications Inc.

Per: _____ **A.S.O.**

Name:

Title:

**The Municipal Corporation of the County of
Bruce**

Per: _____ **A.S.O.**

Name:

Title:

Per: _____ **A.S.O.**

Name:

Title:

I/We have authority to bind the corporation.

Licensee Site Name: ●
Licensee Site Code: ●

Licensor Site Name: Sauble Beach North
Licensor Location Code: C8206

SCHEDULE "1"
BASIC TERMS AND CONDITIONS

Licensee Site Name: ●
Licensee Site Code: ●

Licensor Site Name: Sauble Beach North
Licensor Location Code: C8206

1. IN CONSIDERATION of the agreements contained herein, Licensor hereby grants a license to Licensee to install, repair, operate and maintain, transmitting and receiving equipment, apparatus and housing ("Equipment") in locations designated by Licensor ("Licensed Area") and in accordance with plans submitted to and approved by Licensor ("Approved Plans").

2. THIS AGREEMENT shall not constitute a lease between Licensor and Licensee

3. ACCESS by Licensee shall be permitted as follows:

(a) Licensee access is restricted to gain access to Licensed Area only;

(b) access by Licensee for the purpose of installing the Equipment (the "Work") shall be permitted only after the submission to Licensor of full particulars of the Work to be carried out and upon written approval of said Work by Licensor, whereupon Licensor may:

i specify the contractors who are permitted to carry out the Work; and/or

ii have the Work, other than maintenance, carried out by Licensor's employees or contractors; and/or

iii require that Licensor's employees or authorized agents be present to supervise the Work, including maintenance at Licensee's sole cost.

(c) notwithstanding anything contained in this agreement, Licensee's access is subject to any restrictions contained in the agreement(s) by which Licensor derives its rights to the Site ("Head Agreement"), subject to the conditions set out in the Offer to Share and subject to reasonable rules and regulations issued by Licensor which govern conduct and general and emergency access procedures.

(d) subject to Section 3 (c), Licensee may access its own equipment housing to do maintenance and repairs inside it, if constructed with separate access from Licensor's equipment housing, 24 hours a day, 7 days a week.

4. ANY COSTS with respect to the Work incurred by Licensor shall be borne by Licensee including Licensor's approval of the Work, supervisory, maintenance or construction work carried out by Licensor. Any capital costs expended by Licensee associated with the Work shall be the sole responsibility of Licensee and shall not be refunded by Licensor.

5. NON-COMPLIANCE by Licensee with the Approved Plans or failure to deliver "as-built" drawings of the Work completed in accordance with the Approved Plans within 60 days of the completion of the installation by Licensee the Licensor shall have the right without notice to remove and/or disconnect and/or relocate the Equipment at Licensee's expense and Licensor shall not be liable for any loss caused by Licensor's actions with respect to the removal and/or disconnection and/or relocation. This clause shall apply to any subsequent modification and/or additional equipment.

6. TERM shall be reduced if Licensor's Head Agreement expires or is terminated for any reason during the term of this agreement, in which event this agreement shall be deemed to expire on the same date.

7. FEES plus applicable taxes shall be paid without deduction, abatement or set-off beginning on the 1st day of _____, (the "Commencement Date"). The Fees shall escalate annually by 3% on the anniversary date. Late payments bear interest at 1% per month (i.e. 12% per annum compounded monthly). For greater certainty, if Licensee requests permission to install additional equipment on the Site other than that listed in Schedule "2", the Licensee must follow the Licensor's standard approval process for equipment augments, and if Licensor permits the installation of such additional equipment, Licensee shall pay additional fees in accordance with Licensor's current standard rates ("Rates"). Licensee shall pay an equitable share of all realty, business, equipment and other taxes, levies and charges charged or assessed against the Site, Fees and Equipment as determined by Licensor acting reasonably.

8. Intentionally Deleted.

9. ADDITIONAL EXPENSES payable by Licensee, if applicable, will include, without limitation:

(a) charges with respect to work performed by Licensor related to the Equipment;

(b) additional fees or rents payable to owner or head landlord as a result of Licensee's use or occupancy of Licensed Area;

(c) proportionate share of operating costs and property taxes as determined by Licensor; and

(d) charges with respect to non-recurring or extraordinary operating costs or non-recurring capital costs or repairs as determined by Licensor, acting reasonably.

10. UTILITIES required for the operation of the Equipment shall be the sole responsibility of Licensee. Licensee shall be responsible for any upgrade costs to Licensor's service(s) to meet Licensee's requirements. Licensee shall install a meter according to Licensor's specifications, at Licensee's expense if it draws power from Licensor's AC electrical service.

11. SAFETY AND MAINTENANCE: Licensee shall install, operate, ground and maintain the Equipment in a good and workmanlike manner in accordance with sound engineering standards, the Approved Plans and to the satisfaction of Licensor. The power output of transmitters shall be reduced or turned off in order to comply with government safety regulations, on reasonable notice.

12. LICENSEE INDEMNIFIES and saves Licensor harmless against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

(a) any breach, violation or non-performance of the terms, covenants and obligations on the part of Licensee set out in this agreement;

(b) any damage, including environmental contamination to the Site or property of Licensor occasioned by the use of the Site, Licensed Area or Equipment by Licensee, its servants, agents, employees or contractors or as a result of a failure of the Equipment;

(c) any injury to or death of any person resulting from the use of any or all of the Site or Equipment by Licensee, its servants, agents, employees or contractors or the failure of the Equipment; and

Licensee Site Name: ●
Licensee Site Code: ●

Licensor Site Name: Sauble Beach North
Licensor Location Code: C8206

(d) any costs, loss of profits or revenue suffered by Licensor as
as result of Licensee's presence on the Site

specifying the nature of the breach has been given by
Licensor; or

This indemnity shall survive expiration or other termination of this
agreement.

(d) if Licensee has not complied with obligations in Section 5 or
20 within 24 hours of notice from Licensor; or

13. LICENSOR SHALL NOT BE LIABLE for any direct,
indirect or consequential damages or losses suffered by Licensee
for any reason and howsoever caused, nor for damage to the
Equipment caused by Licensor whether or not caused by Licensor's
negligence and Licensee hereby indemnifies and saves harmless
Licensor from any damages or losses of any kind suffered by
Licensee..

(e) if Licensee effects or purports to effect an assignment of
sublicense without strict compliance with Section 22;

then Licensor may, in addition to any other remedies available at
law or in equity, at Licensee's expense;

14. GOVERNMENT REGULATION: Licensee covenant
and agree that at its own expense and at all times Licensee will
ensure that:

i. perform such covenant or cure such breach on behalf
of Licensee;

ii. terminate this agreement forthwith provided the
outstanding obligations of Licensee and the rights of
Licensor shall survive such termination; and/or

iii. remove and/or disconnect and/or relocate the
Equipment.

(a) its respective equipment and the maintenance thereof
complies with the laws, directions, rules and regulations of
Industry Canada, the Canadian Radio-television and
Telecommunications Commission ("CRTC"), its successors
and all other governmental authorities having jurisdiction;

17. CONTROL OF SITE, TOWER EXPANSION,
RECONFIGURATION AND/OR RELOCATION:

a) If Licensor requires more space at the Site for its own operations
and in order to accommodate the continued presence of Licensee at
the Site, the tower has to be reinforced, extended or replaced,
Licensor shall forward a reconfiguration and/or relocation notice
("Notice") and Licensee may elect in writing, within 15 days of
receipt of notice, to indemnify Licensor for all costs associated
with the reinforcement, extension or replacement of the tower or
terminate this agreement within 90 days of the date of receipt of
Notice. If Licensee does not elect to indemnify Licensor as
aforesaid, Licensee shall be deemed to have elected to terminate
this agreement 90 days after the date the Notice was received by
Licensee.

(b) no Work is commenced within the Licensed Area unless all
requisite governmental consents, approvals and permits have
been obtained and all fees paid;

(c) it is solely responsible for the health and safety of all of its
employees and workers and ensure their conduct does not
constitute a nuisance at law;

(d) it shall require all of its workers and employees to comply
with the provisions of all federal, provincial and local laws,
statutes, rules, regulations, guidelines, notices, orders and
amendments respecting occupational health and safety, the
environment and workers' compensation; and

b) If Licensor requires all or part of Licensed Area or requires
Licensee to multi-couple its antennas, and reinforcement, extension
or replacement of the tower is not required in Licensor's sole
opinion, Licensor shall forward a reconfiguration and/or relocation
notice ("Notice") to Licensee requiring the reconfiguration and/or
relocation work to be completed within 90 days' of the receipt of
the Notice and the parties shall co-operate with each other in the
scheduling of any such work.

(e) it will comply at all times with environmental laws, policies,
guidelines and permits ("Regulations") and not bring or allow
hazardous substances to be brought onto the Site or Licensed
Area.

c) If Licensee's operations when combined with Licensor's and/or
other pre-existing carrier's operations at the Site, results in
aggregated effective radiated power of all carriers and users
exceeding Safety Code 6, Licensor may require Licensee to reduce
or turn off its equipment.

15. INSURANCE: Licensee will at all times maintain an
insurance policy covering all of its undertaking pursuant to this
agreement and a general liability and property damage insurance
policy in an amount not less than \$5,000,000.00 per occurrence or
such higher limits as Licensor may reasonably require from time to
time and shall add Licensor as an additional insured. Before
commencing the Work, Licensee will deliver a certificate of
insurance acceptable to Licensor's insurance consultants. If
Licensee fails to maintain insurance as required or fails to furnish
satisfactory evidence thereof, Licensor may forthwith terminate
this agreement or, in its discretion, may effect such insurance and
any premium paid by Licensor shall be recoverable from Licensee
on demand together with a 15% administration fee.

18. EMERGENCY RELOCATION OR
DISCONNECTION of the Equipment by Licensor is permitted if
Licensor reasonably apprehends an imminent threat or danger to
the public, person, property or the environment. Where practical,
Licensor will notify Licensee prior to performing such emergency
procedures and costs for same shall be borne by the party
responsible for the threat or danger.

16. DEFAULT shall occur if and whenever:

19. TERMINATION: In the event that,

(a) the Fee, Additional Expenses or any other amount due under
this agreement remains unpaid for 30 days' following notice;
or

(b) Licensee has not complied with Notice delivered under
Section 17 within 90 days' of delivery of Notice; or

(a) all or part of the Site, Licensed Area, Licensee's Equipment
or Licensor's equipment is destroyed or damaged, neither
party shall be required to rebuild or repair and at either
party's option, this agreement may be terminated upon notice;
or

(c) in the case of any continuing breach other than a breach
under Section 16 (a), (b) or (d) where at least 30 days' notice

Licensee Site Name: ●
Licensee Site Code: ●

Licensor Site Name: Sauble Beach North
Licensor Location Code: C8206

- (b) Licensor wishes to sell its interest(s) in the Site to a purchaser which requires vacant possession or the Head Agreement is partially terminated, this agreement, at the option of Licensor, shall be terminated in its entirety; or
- (c) any right to operate within the Licensed Area is cancelled, expires or is terminated by any governmental authority having jurisdiction or for any other bona fide reason (e.g. interference with Licensor's or Licensee's signals, damage or destruction, commercial impracticality), either party may terminate this agreement upon 30 days' notice; or
- (d) the Site is wholly or partially taken by any lawful power or authority by expropriation, Licensor may terminate this agreement in its entirety or only insofar as it affects that part of the Site,

and in every case,

- i. Licensee shall immediately surrender all or part of the Licensed Area and remove the Equipment as required;
- ii. Fees, Additional Expenses and taxes shall be adjusted to the date of termination; and
- iii. should Licensee fail to remove the Equipment as required, Licensor may do so at Licensee's expense.

20. INTERFERENCE: Should Licensee's operations or Equipment cause interference with Licensor's or another party's operations, Licensor shall provide Licensee with notice to eliminate such interference within 24 hours and, failing such elimination, Licensee shall immediately suspend its operations and/or remove and/or relocate the Equipment sufficiently to eliminate same. If Licensor's operations interfere with Licensee's operations, upon notice Licensor shall co-operate in determining the cause of such interference and correcting same but shall be under no obligation to do so if costs are not nominal in Licensor's sole opinion. Licensee shall have the option of paying such costs to correct the interference or terminating this agreement upon the provision of 30 days' notice. In no event shall Licensor be obligated to modify its equipment if, in its opinion, such modifications will adversely affect its operations.

21. NOTICES shall be sent by (a) mail, postage prepaid deemed received 3 days after mailing, (b) facsimile transmission or email deemed received on date transmitted or (c) personal delivery to the address of the party set out above deemed received the following business day.

22. ASSIGNMENT or sublicensing of this agreement or any of its rights or obligations by Licensee is not permitted without the prior written consent of Licensor and in strict compliance with the Head Agreement. A change in control of the Licensee will be considered to be an assignment requiring consent for the purposes of this Section. Licensee shall provide Licensor at least thirty (30) days prior written notice of any proposed or impending assignment of this agreement or a change or acquisition of control of Licensee. In the event there is a change in control or acquisition of control of Licensee or Licensee assigns or sublicenses this agreement other than in accordance with this Section, Licensor shall be entitled to terminate this agreement upon thirty (30) days notice to Licensee. Licensor may assign this agreement without consent, whereupon Licensor shall be relieved of all liability hereunder.

23. MISCELLANEOUS:

- (a) This agreement contains all agreements, promises and understandings between Licensor and Licensee and may not be amended or modified except in writing.
- (b) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of Licensor and Licensee.
- (c) If Licensee remains in possession at end of term(s), this agreement shall have a monthly term and Licensee shall pay the then current Fees and Additional Expenses plus 100% and such monthly license shall be terminable on 30 days' notice by either party.
- (d) This agreement shall be governed by the laws of the province in which the Site is located and all federal regulations and requirements including those of the CRTC and Industry Canada. Invalid provisions are severable and do not impair the validity of the balance of this agreement.
- (e) Neither this agreement nor notice or caveat thereof, may be registered on title to the Site
- (f) Wherever a party to this agreement shall be unable to fulfil, or is delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfilment of such obligation for the period such condition exists.
- (g) This agreement is subordinate to all present and future interests affecting the Site, Licensor or the owner of the Site.
- (h) The parties acknowledge having specifically requested that this agreement as well as other documents relating thereto be drawn up in the English language only. Les parties reconnaissent avoir spécifiquement exigé que ce contrat de meme que tous les documents s'y rattachant soient rédigés uniquement en langue anglaise.

SCHEDULE "2"

Equipment List, License Fees and Additional Costs

License Fee – Nil

SCHEDULE "3"

Legal Description of Site

**PT LT 32-33 CON D AMABEL AS IN AM11524 AND AM11550 E OF SAUBLE FALLS PARKWAY AKA
COUNTY RD #21; SOUTH BRUCE PENINSULA**

PIN: 33155-0577

SCHEDULE "4"

Licensed Area

(this schedule should include:

a sketch which indicates the dimensions and locations of access and utilities easements, rights of way and routes to the Site;

where Equipment will be installed on Licensor's towers or support structures, a tower profile sketch which indicates the dimensions and locations of those portions of the towers or support structures in which the Licensee will be permitted to install Equipment and identifies numbers, types and elevations of Equipment including antennas and cables;

where Equipment will be installed in areas other than on Licensor's towers or support structures, a sketch on a survey or site plan which indicates the dimensions and locations of those portions of the Site in which the Licensee will be permitted to install Equipment including location and dimensions of a Shelter or Cabinet(s,) and identifies numbers and types of Equipment;

Add additional pages if necessary.
