

DUNDALK DT

SITE #: W3858

THIS LEASE made this 1st day of February, 2012.

1. **DEMISE.** The Landlord, who is the party signing this Lease as Landlord below, is the registered owner of the property municipally known as 85 Dundalk Street, Dundalk, Ontario, which is more particularly described in Schedule "A" (the "Property") attached hereto, and leases to the Tenant a portion of the Property which is outlined in heavy black ink on the plan attached hereto as Schedule "B" (the "Leased Premises") for the use described herein and for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees in consideration of \$2.00 (the receipt and sufficiency of which is hereby acknowledged) and the rents, covenants and agreements herein contained and hereby assumed.

2. **USE OF LEASED PREMISES.** The Tenant is permitted to use and maintain on the Leased Premises a tower and all necessary cabling, antennas, antenna mounts and any other related equipment or attachments (collectively, the "Equipment"), and to install, reconfigure, attach, operate, maintain and replace all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, until the Construction Completion Date (as defined below), installation, reconfiguration, attachment and replacement of the Equipment, to occupy the parking lot immediately adjacent to the Leased Premises outside the Leased Premises for such purposes, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required, which access road will form part of the Leased Premises.

The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee (as defined herein), all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property and, where available, a twenty-four (24) hour parking space located at the Property (including parking access cards and provision of notice to any security personnel and contracted towing/tagging services). Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

3. **TERM.** The term of this Lease (the "Term") shall commence on the date indicated on the first page hereof (the "Commencement Date") and shall expire on that date which is the earlier of five (5) years following the date upon which the tower is fully operational (the "Construction Completion Date") or July 1, 2012.

4. **RENT.** The Tenant shall pay to the Landlord rent as set forth in Schedule "C" (the "Rent"), attached hereto. In addition, the Tenant shall pay to the Landlord any goods and services tax or harmonized sales tax which it is required to pay by law. The Landlord's GST/HST number is 876419173
RT0001

5. **OPTION TO EXTEND.** Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least six (6) months prior to the expiration of the Term or Extended Term (as defined herein), this Lease shall automatically extend for three (3) successive five (5) year terms (each of such terms being referred to as an "Extended Term") on the same terms and conditions herein except for the Rent which shall be as shown on Schedule "C" attached hereto.

6. **ASSIGNMENT.** The Tenant shall only be permitted to assign, sublet or license the whole or any part of the Equipment or Leased Premises and rights of access with the consent of the Landlord, such consent not to be unreasonably withheld, to any assignee, sublessee or licensee (the "Assignee") provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.

7. **TENANT'S WORK.**

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term, Extended Term (if applicable) or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant and any Assignee may make any alterations and/or improvements to the Equipment or the Leased

Premises during the Term or Extended Term (if applicable) without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other Equipment required by the Tenant or any Assignee, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such alterations and/or improvements, reasonable wear and tear excepted.

8. **ADDITIONAL TAXES.** The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Landlord agrees that the Tenant shall have the right, at the Tenant's sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease.

9. **ELECTRICITY.** The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. In circumstances where the local hydro utility will not provide a separate billing for a hydro subservice sharing the same municipal address with the primary hydro service, the Tenant shall have the right to install at its expense a hydro check meter. Upon the earlier of the Construction Completion date or December 1, 2011, the Tenant shall make monthly instalments to the Landlord of Three Hundred and Fifty Dollars (\$350.00), in advance. The Tenant shall periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on this reading, the Landlord and the Tenant shall adjust the monthly hydro instalments, determine a revised rate and the Tenant shall begin paying that rate monthly in advance for the subsequent period. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment.

10. **TERMINATION.** Notwithstanding any other provisions of this Lease, the Tenant may, in its sole discretion, terminate this Lease by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Equipment, save and except the Tower, at the Landlord's discretion, from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. **TERMINATION UPON REDEVELOPMENT.** If at any time after June 30, 2022, the Landlord wishes to develop the Property or a substantial portion thereof of which the Leased Premises forms a part, the Tenant shall upon receiving twenty four (24) months written notice, surrender this Lease and all the remainder of the unexpired Term as and from the date stated in such notice and shall, subject to the provisions contained herein, vacate the Leased Premises and yield up to the Landlord peaceable and vacant possession thereof. It is understood and agreed that the said twenty four (24) month notice need not expire at the end of any year or at the end of any month and in the event that the Lease expires on a day other than the last day of April, the Rent for such year shall be apportioned.

12. **INTERFERENCE.** The Landlord shall not cause interference or permit others onto the Leased Premises in order to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Leased Premises. To verify that no interference is caused by the Landlord, the Landlord shall provide to the Tenant a full set of plans and specifications for any subsequent proposed telecommunications installation at the Property by a third party for review and approval, such approval not to be unreasonably withheld or delayed. Should interference occur at any time during the Term or Extended Term (if applicable), upon notice by the Tenant, the Landlord shall cause such interference to cease immediately and all costs associated with the resolution of the interference shall be borne by the Landlord.

13. **OVERHOLDING.** If the Tenant overholds the Leased Premises beyond the Term or Extended Term (if applicable), the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

14. **QUIET ENJOYMENT.** The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

15. **INSURANCE AND INDEMNITY.** The Tenant shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law. Notwithstanding anything else contained herein to the contrary, in no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

16. **ENVIRONMENTAL.** The Landlord warrants, to the best of his knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants are discovered by the Tenant during the Term or Extended Term (if applicable), the Landlord shall remove the Contaminants at its expense, or, at its option, indemnify and hold the Tenant harmless from any liability arising from the presence of the Contaminants on the Leased Premises.

17. **REGISTRATION AND NON-DISTURBANCE.** The Tenant may register a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.

18. **NOTICE.** Any notice to be given under the terms of this Lease shall be sufficiently given if delivered (by hand or courier) to the party for whom it is intended, or if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are as follows:

In the case of the Landlord to:

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
185667 GREY ROAD 9, R.R. 1
DUNDALK, ONTARIO
N0C 1B0

Attention: Clerk's Office
Facsimile: 519-923-9262

and in the case of the Tenant to:

BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2

Attention: Real Estate Services
Facsimile: (905) 625-0730

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

Although not constituting formal notice, Bell Mobility's Call Centre can be reached 24 hours a day at 1-866-670-6622 to report power outages or other hazardous conditions occurring at the Leased Premises.

19. **PLANNING ACT.** It is an express condition of this Lease that the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.

20. **BINDING AGREEMENT.** The Landlord covenants that the Landlord has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

21. **FORCE MAJEURE.** Notwithstanding anything to the contrary in this Lease contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; an inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; or act of God; which are not the fault of the party delayed in performing the work or doing the act required under the terms of this Lease, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

22. **CONFIDENTIALITY.** The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the parties hereto. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.

23. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date first above written.

BELL MOBILITY INC. (Tenant)

Per:

Name: Colin Lavery
Title: National Manager
Site Acquisition & Government
Relations

I have authority to bind the corporation.

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE (Landlord)

Per:

Name: Brian Milne
Title: Mayor

Per:

Name: Carol Watson
Title: Clerk

I/We have authority to bind the corporation.