

LICENSE AGREEMENT

THIS LICENSE made in duplicate this () day of , 2003.

BETWEEN:

BELL CANADA

A communication company having a registered office at 1050 Beaver Hall Hill, Montreal, Quebec H2Z 1S3, through its agent NEXACOR Realty Management Inc. located at 300 The East Mall, Suite 600, Toronto, Ontario, M9B 6B7 (hereinafter referred to as the "Licensor")

AND:

CITY OF KAWARTHA LAKES

(hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the owner of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, Ontario (hereinafter referred to as the "Site").

AND WHEREAS the Licensor has constructed a building on the Site (hereinafter referred to as the "Building")

AND WHEREAS the Licensor has erected a communications tower on the Site (hereinafter referred to as the "Tower").

AND WHEREAS the Licensee maintains or will obtain prior to the Commencement Date (as herein defined) a license pursuant to an agreement with the Department of Industry and/or the Canadian Radio-television and Telecommunications Commission to install, operate or occupy on the Licensor's Site, Building or Tower, as the case may be, for broadcasting or transmission purposes, the Attachments (as herein defined).

AND WHEREAS the Licensor reserves the right to make modifications to the Site, Building and Tower and to reconfigure, relocate or multiplex from time to time in its discretion the antennas and equipment located there, including the Attachments as herein defined, in whole or in part, in accordance with the terms of this License.

THIS LICENSE WITNESSETH that in consideration of the covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

LICENSE

1. The Licensor grants to the Licensee a license to install, maintain and operate the antennas and equipment listed in Schedule "A" at the Site, on the Tower or in the Building, as the case may be (such antennas and equipment being referred to as the "Attachments") and to use that space within the Building as identified in Schedule "A" for the purpose of telecommunications, as defined in the *Telecommunications Act* (Canada) and the *Broadcasting Act* (Canada). Any additional use by the Licensee in relation to the Site, Building or Tower is prohibited without the prior written consent of the Licensor, such consent not to be unreasonably withheld.

TERM

2. This License is for a term of five (5) years (the "Term"), commencing on the latest of (i) the first day of the first full month following the date on which the Attachments are installed by the Licensee; or (ii) September 1, 2003 (the "Commencement Date").
3. Intentionally Deleted.

LICENSE FEE

4. In consideration of the License granted, and without prior demand, the Licensee shall pay to the Licensor during:
 - a) the first year of the Term an annual license fee ("License Fee") of four thousand five hundred dollars (\$4,500.00); and

- b) the second to fifth years of the Term a License Fee of six thousand six hundred dollars (\$6,600.00).

The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance on the Commencement Date and on each subsequent anniversary thereof in each and every year during the Term.

5. The Licensee shall pay all taxes, rates, fees, licenses and assessments of every description, which may at any time be charged or imposed during the Term by an authority in respect of the License granted. Where said taxes, rates, fees, licenses and assessments are paid by the Licensor, the Licensee shall reimburse to the Licensor the amount paid in respect thereof. Notwithstanding the above, the Licensee shall not be responsible to pay for any municipal taxes or school taxes or levies which may be charged or imposed during the Term by an authority in respect of the License granted, nor shall the Licensee be responsible for any costs of electricity related to the Attachments..

ASSIGNMENT

6. The Licensee shall not assign, transfer, sub-license or otherwise dispose of, or encumber this license granted herein in whole or in part without obtaining the prior written consent of the Licensor, which consent may be arbitrarily withheld. Any assignment, transfer, sub-license or other disposition or encumbrance to this license consented to by the Licensor shall require an amendment to this License which shall set out any changes to the Attachments.

ACCESS

7. The Licensor grants to the Licensee, its agents, employees or contractors, subject to the security requirements of the Licensor, all rights of access, twenty-four (24) hours a day, seven (7) days a week to the Site, and such other rights as are necessary to enable the Licensee to install, maintain and operate the Attachments. The Licensor shall provide to the Licensee a separate door code to ensure access to the Site. In any event where the Licensee anticipates entering or exiting the Site, the Licensee shall provide prior notice to Nexacor Realty Management, as directed.
8. The aforesaid right of access shall be exercised at the sole risk of the Licensee herein. Particularly, the Licensor shall bear no responsibility or liability for loss or damage to persons or property of the Licensee relating to use of the access road to the Site.
9. At the commencement of the term the Licensee shall provide the Licensor with a list of names of persons who will be attending on the Site on its behalf, whether as officer, agent, employee or contractor, and shall advise the Licensor in writing of any amendments that should, from time to time, be made to the said list.

RULES AND REGULATIONS

10. The Licensee shall comply with any rules and regulations that may, from time to time, be drawn up and promulgated by the Licensor to govern the use of the Site.

OBLIGATIONS OF THE LICENSEE

11. The Licensee shall have specifications for all work to be carried out under this License pre-approved by the Licensor's Radio Design group and the Licensor's applicable Real Estate Project Manager – Towers.
12. Save as otherwise provided in this License, the Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments on the Site, Building or Tower. Any modifications required by the Licensee's installation, maintenance and operation of Attachments on the Site, Building or Tower shall be carried out at the Licensee's expense, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor. On the Commencement Date, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments.

Notwithstanding the foregoing, the Licensor expressly waives the necessity of any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments.

13. The Licensee shall obtain all necessary permits, licenses and consents from any applicable authority, including, but not limited to the Canadian Radio-television and Telecommunications Commission and Industry Canada, required to carry out the installation, maintenance and operation of the Attachments on the Site, Building or Tower and shall pay all fees required to obtain same.
14. Intentionally Deleted.
15. The Licensee shall maintain its Attachments in a good and safe state of repair and in a clean and orderly condition.
16. The Licensee shall notify the Licensor promptly of, and shall repair and make good at its expense promptly upon demand by the Licensor, any damage whatsoever caused to the Licensor's property or that of any other licensee if caused by the Licensee's act or omission or that of any of its officers, employees, agents, contractors or invitees or reasonably attributable to the Attachments.
17. The Licensee shall not permit any lien to be filed against the Site or any improvements thereon by reason of work, labour, services or materials, supplied or claimed to have been supplied to the Licensee or anyone holding any interest in any part of, through or under the Licensee.
18. The Licensee 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.
19. The Licensee shall under no circumstances climb or cause the Tower to be climbed without first obtaining the prior written approval of the Licensor's Engineer. Such approval shall only be given in respect of qualified Tower riggers and may require the Licensee, its employees or its contractors to produce satisfactory evidence of workers' compensation coverage or any additional comprehensive general liability insurance that may reasonably be required by the Licensor. Notwithstanding the approval of the Licensor's Engineer, the Licensor shall not be liable, and the Licensee undertakes to indemnify the Licensor, for any loss, damage or injury including death that may be suffered by the Licensee, its employees or its contractors in this regard.
20. For the purpose of this License the following terms shall have the following meanings:
 - "Hazardous Substance" shall mean any Contaminant (as defined below) and includes any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any Environment Law, Regulation or Order (as defined below);
 - "Contaminant" shall mean any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any them resulting directly or indirectly from activities that may affect the quality of the natural environment (including air, soils, water and groundwater) or any use that can be made of it, or that may cause injury, impairment or material discomfort to any person;
 - "Environmental Law" shall mean any applicable federal, provincial, municipal or local law, statute, ordinance, by-law or doctrine of the common law in effect on the date hereof relating to the environment, occupational health and safety, product liability or transportation, including, without limitation the Canadian Environmental Protection Act, the Environmental Protection Act (Ontario), Ontario Water Resources Act and the Occupational Health and Safety Act (Ontario);
 - "Regulation" shall mean any rule, regulation or the like promulgated under or pursuant to any Environmental Law;

“Order” shall mean any order, direction, decision, or the like rendered by any government authority or administrative or regulatory agency, pursuant to any Environmental Law;

The Licensee shall not bring or permit to be brought onto the Site any Hazardous Substance, unless such substance is, in the opinion of the Licensor, essential to the continuation of this License. The Licensee shall obtain the prior written approval of the Licensor to bring any such Hazardous Substance deemed to be essential to the continuation of this License on to the Site. The Licensee shall remove at its own expense any such Hazardous Substance from the Site at the termination of this License. All transportation, storage, handling and use of such Hazardous Substances, to, from and on the Site, shall be in compliance with all the applicable laws, by-laws and regulations for the transportation, handling and use of such Hazardous Substances.

21. In the event that the Site is contaminated or polluted by any action or omission of the Licensee, its employees, agents, contractors or invitees, the Licensee shall immediately notify the Licensor and any governmental department or agency as may be required in law, of such pollution or contamination. The Licensee shall immediately undertake at its own expense any work that is required to contain the contamination or pollution. The Licensee shall forthwith conduct or have conducted at its own expense any environmental audit that may be required by the Licensor and any appropriate government department or agency, which shall include an estimate of the scope of the work required to eliminate the contamination or pollution caused by the Licensee, its employees, agents, contractors or invitees. Upon acceptance of the said environmental audit by the Licensor and any appropriate government department or agency, the Licensee shall immediately undertake the work that may be required to eliminate the said contamination or pollution, at its own expense, to the satisfaction of the Licensor and the appropriate government department or agency.

MUTUAL COVENANTS

The Licensor and the Licensee further agree as follows:

22. The Licensor may require the Licensee to relocate all or some of the Attachments or the space located in the Building during the Term at the Licensee's cost unless the Licensor determines otherwise.
23. The Licensee and the Licensor shall co-operate with each other and with any and all other licensees of the Site, Building or Tower in testing and carrying out any modification that may be necessary to insure proper functioning of all services using the Site, Building or Tower, as the case may be, and the covenant of the Licensee hereunder shall be deemed to enure not only to the benefit of the Licensor but also to the benefit of all other present or future licensees of the Site, Building or Tower from time to time. The Licensor in contracting with any other party who seeks to participate in the use of the Site, Buildings and the Tower shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant shall be expressly stated to be for the benefit of all the other licensees of the Site, Buildings and the Tower at such time and from time to time thereafter.

RECOVERY OF COSTS OF COMPLIANCE WITH LAW OR STANDARD

24. As used in the following paragraphs, “standard” means any standard, guideline, or norm relating to facilities such as the Site, Building and Tower, or use of same, and issuing from the Canadian Standards Association or any other governmental or private source generally recognized by the Licensor as authoritative.
25. In the event that the replacement or modification of all or part of the equipment on the Site belonging to the Licensor becomes necessary in order for the Site, Building or Tower to comply with a statute, regulation or standard coming into effect after the date of this License, the Licensee shall pay to the Licensor its portion of the cost of such necessary work, as reasonably determined by the Licensor.
26. Any amount payable under the above paragraph is due immediately on receipt by the Licensee of:

- a) a copy of the law, regulation or standard in question;
- b) notice that the necessary work has been carried out; and
- c) a detailed invoice setting out the cost of the necessary work.

PROTECTION OF WORKERS

27. In the event that the Licensor requires any employee or agent to perform any work on the Site within a 3 meter (10 foot) radius of or otherwise in an area near or above the Attachments, then the Licensor may give to the Licensee 48 hours prior notice to, in the Licensor's discretion, either shut off or reduce the power to its Attachments until the Licensor has completed the work and has so notified the Licensee that the work has been completed.
28. Notice of any such work referred to above shall be given to the Licensee at the telephone number which the Licensee directs in writing to the Licensor. The Licensee shall make all possible efforts to keep the telephone number listing as current as possible. In the event that the Licensor is unable to contact the Licensee by the listed telephone number then the Licensor shall give three (3) days prior written notice and in the event of an emergency the Licensor may give notice after the event.

INTERFERENCE

29. In the event that the Licensee's use of the Site, Building or Tower causes any transmission problem to the Licensor or to any customer of the Licensor, then such transmission problem shall be resolved to the satisfaction of the Licensor by the Licensee at its own expense as soon as possible. In the event that such transmission problem is not so resolved by the Licensee within eight (8) hours and if the Licensee is not able to provide a solution to the satisfaction of the Licensor, then the Licensor may disconnect the Licensee's Attachments at the expense of the Licensee and this License shall come to an end and neither party shall have any continuing rights or obligations to each other save and except for the Licensee's obligation to remove and repair set forth in section 37 of this License. The Licensee shall only be permitted to reconnect such Attachments when the Licensor is satisfied that such Attachments will not cause any such transmission problem.

RELEASE OF LIABILITY AND INDEMNIFICATION

30. The Licensee agrees with the Licensor that the Licensor shall not be responsible for any injury to any person (including death) or for any loss of or damage to any property or equipment belonging to or used by the Licensee or to employees or invitees of the Licensee while such property is in or about the Site, Tower, Building, and access road, unless such loss or damage is caused by the gross negligence or misconduct of the Licensor and the Licensee hereby so releases the Licensor from all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Licensor might otherwise be liable for in that regard. The Licensee shall make good immediately upon demand by the Licensor any damage whatsoever caused to the Site, Building or Tower, including any equipment thereon, by the negligence, intentional acts or omissions of the Licensee or of any of its agents, contractors, employees, servants, licensees, concessionaires or invitees, or reasonably attributable to the Attachments.
31. The Licensee shall indemnify and save harmless the Licensor, its agents, contractors, employees, servants, licensees, concessionaires or invitees from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever arising out of:
 - a) Any breach, violation or non-performance of any covenants, condition or agreement in this License set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed;
 - b) Any damage to the Site, Building or Tower, including any equipment thereon occasioned by the Licensee's use thereof as permitted herein;

- c) Any injury to any person or persons, including death, resulting at any time from the negligence of the Licensee, its officers, employees, agents, contractors or invitees occurring in or about Site, Building or Tower or any areas adjacent thereto;
- d) Any damage to property or injury to any person or persons, including death, occasioned by the Licensee doing or suffering to be done on the Site, Building or Tower anything under its control that may be a nuisance at law, provided that nothing herein contained shall be construed, interpreted or deemed to be an authorization by the Licensor for the Licensee doing or suffering to be done on the Site, Building or Tower anything that may be a nuisance at law; and
- e) Any pollution or contamination of the Site caused by any act or omission of the Licensee its officers, employees, agents, contractors or invitees.

In case the Licensor, without actual fault on its part, is made a party to any litigation commenced by or against the Licensee, the Licensee shall protect and hold the Licensor harmless, from, and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in respect of such litigation. Such indemnification is in respect of all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever to which the Licensor might otherwise be liable for in that regard.

- 32. Any and all releases of liability and indemnifications in this License made by the Licensee shall survive the expiration or earlier termination of this License, anything to the contrary in this License notwithstanding.

INSURANCE

- 33. The Licensee shall take out and keep in force during the term of this license, property damage and general liability insurance in such amount or amounts as may be determined from time to time by the Licensor, and in form satisfactory to the Licensor, and with insurers acceptable to the Licensor which insurance shall include the Licensor as a named insured. The public and general liability insurance in no event shall be for an amount less than Three Million Dollars (\$3,000,000.00) per occurrence or less than the Licensor may from time to time specify. Certificates for each insurance policy shall forthwith upon execution of this license be delivered to the Licensor. Each certificate aforesaid shall contain the insurers undertaking to notify the Licensor in writing at least ten (10) days prior to any cancellation or modification of insurance.
- 34. Licensee agrees that if the Licensee fails to take out or to keep in force such insurance, the Licensor may do so and pay the premium therefore and in such event the Licensee shall repay on demand to the Licensor the amount paid as premium, plus an administrative charge of Fifteen per cent (15%) of the amount paid as premium.

INTERRUPTION

- 35. Save and except the obligation of the Licensee to pay, failure by either party to perform or observe any covenant, undertaking, obligation or condition herein stipulated on such party's part to be performed or observed shall not give the other party any claim against such party, or be deemed a breach of this License, insofar as such failure arises from Force Majeure, "Force Majeure" means any act of God; inevitable accident; fire; lockout, strike or other labour dispute; riot or civil commotion; political controversy; act of public enemy; law enactment, regulation, rule, order or act of government or governmental instrumentality (whether federal, provincial, local, foreign or other); failure of technical facilities; or other cause of a similar or different nature beyond the Licensee's or the Licensor's control or that of any major supplier of facilities or services to either party.

DESTRUCTION

- 36. Should any of the Site, Building or Tower be damaged in whole or in part by whatever cause, the Licensor shall determine whether (i) the Site, Building or Tower can continue to be used by the Licensee for the purposes contemplated by this License, in which case the Licensee will continue to use the Site, Building or Tower for those same purposes, or (ii) the Site, Building or Tower would require repair prior to the Licensee resuming use

thereof. If the Licensor determines that repair would be required, the Licensor may elect to either (i) repair the Site, Building or Tower or (ii) terminate this License.

TERMINATION

37. The Licensor agrees that the Attachments will not become fixtures during the Term. Upon the expiry or sooner termination of this License the Licensee shall remove all its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licensor's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licensor. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing any such damage as reasonably determined by the Licensor. Any such removal shall be carried out under the supervision of representatives of the Licensor and in such a manner so as not to interrupt the services of the Licensor or other licensees of the Site. Any property of the Licensee remaining on the Site Ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licensor or, at the Licensor's discretion, shall be removed from the Site at the Licensee's expense.
38. In the event that during the Term the Licensee ceases to hold the required approval from the Department of Communications and/or the Canadian Radio-television and Telecommunications Commission to operate at the Site, the Licensee shall cease transmitting forthwith and remove its equipment immediately from the Site at its own cost and this License shall terminate as of the date of removal of the last of the Licensee's installations and equipment from the Site.
39. In the event that during the Term (i) the Licensor ceases its own operations at the site; (ii) the Site, Building or Tower become, in the sole opinion of the Licensor, structurally or technologically unsafe, unsound or redundant; or (iii) the Licensor requires the Site for its own use, such that the Attachments cannot be reasonably relocated anywhere on the Site, then the Licensor may terminate the License on three (3) months prior written notice to the Licensee.
40. In the event that during the Term all or a substantial portion of the Site is taken by any lawful power or authority by expropriation, the Licensor may terminate this License in its entirety or only insofar as it affects the expropriated part of the Site.

DEFAULT

41. In the event that the Licensee shall fail to perform any of the covenants or its obligations under or in respect of this License having been given fifteen (15) days written notice of such default, then the Licensor, may do any one or a combination of the following:
 - a) terminate this License without further notice;
 - b) prevent the Licensee from using the Site, Building or Tower for the purposes of transmitting, broadcasting or otherwise providing its services; or
 - c) perform or cause to be performed any of such covenants or obligations or any part thereof at the Licensee's expense, the amount of which expense shall be deemed to be the cost incurred by the Licensor plus an administrative charge of Fifteen per cent (15%) of that cost.
42. Should this License or any of the rights deriving from it, or any of the Attachments be seized in execution or attachment and which has not been discharged within Thirty (30) days or should the Licensee make any assignment for the benefit of creditors or any bulk sale, or should the Licensee become bankrupt or allow any steps to be taken or suffer any order to be made for its liquidation or the winding-up of its corporate existence, then in any such event the Licensor may choose to terminate this License by notice in writing of such termination and thereupon, full payment of the license fee payable for the current month and the next ensuing Three (3) months shall immediately become due and be paid by the Licensee, and the Licensee shall immediately remove the installation and all of its equipment from the Tower, Building and Site.

NO TENANCY, AGENCY, PARTNERSHIP OR RIGHTS CREATED

43. Nothing contained herein shall be deemed or construed by the parties as creating the relationship of principal and agent, lessor and lessee, or of partnership or of joint venture between the parties, it being understood and agreed that none of the provisions contained herein, nor any acts of the parties shall create any relationship between the parties other than that of licensor and licensee.

NOTICE

44. Any notice which is required to be given under the terms of this License may be effectively given by the parties hereto if personally delivered to the Licensor at NEXACOR Realty Management Inc. at 87 Ontario Street West, 2nd Floor, Montreal, PQ H2X 1Y8, fax: (514) 840-8404, attn: Director, Realty Transactions and Director, Lease Administration, with a copy to BELL CANADA, Real Estate Services, 87 Ontario Street West, 2nd Floor, Montreal, PQ H2X 1Y8, fax: (514) 391-3990, attn: General Manager – Asset and Account Management and to the Licensee at 180 Kent Street West, P.O. Box 630, Lindsay, Ontario, K9V 2Y6, fax: 705-878-3463, attn: Don Mitchell, Assistant Chief. Any notice shall be deemed to be effectively given on the date of personal delivery or on expiration of the Fifth (5th) day following the day on which such mailing was effected, except in the case of postal interruption when personal service only shall be effective.

SUCCESSORS

45. This License and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and shall be binding upon the Licensee, its successors and permitted assigns.


GENERAL PROVISIONS

46. This License may only be amended in writing executed by both parties hereto and attached as an Addendum to an executed copy of this License.
47. Any condoning, excusing or overlooking by the Licensor of any default, breach or non-observance of any covenant, proviso or condition of this License does not operate as a waiver of the Licensor's rights hereunder in respect of any subsequent defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Licensor herein in respect of any subsequent defaults, breaches or non-observances.
48. There will be no tacit renewal of this License. If the Licensee does not remove all of the Attachments from the Site, Building or Tower, as the case may be, prior to the termination of the Term without the execution and delivery of a new license or a written exercise of the option to renew, the Licensee will be subject to a month to month license at a monthly license fee payable in advance on the first day of each month equal to one-sixth of the rental payment for the year immediately preceding and shall be subject to all terms and conditions of this License, except that the License shall be from month to month without any right of renewal.
49. The Licensee agrees that it shall not register this License.
50. The parties acknowledge that this License does not grant any interest, whether legal or equitable, to the Licensee in or to any real or personal property of the Licensor.
51. All agreements, covenants and indemnifications in this License made by the Licensee shall survive the expiration or earlier termination of this License, anything to the contrary notwithstanding.
52. The parties acknowledge that the headings throughout this License form no part of the License itself, and are wholly without legal significance.
53. This License shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have duly caused this License to be executed.

FOR THE LICENSOR

BELL CANADA

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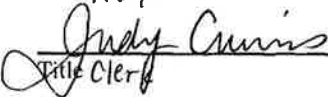
Title DOUGLAS C. BLACK
Regional Manager - Asset Planning

Title

We have authority to bind the corporation.

FOR THE LICENSEE

CITY OF KAWARTHA LAKES

_____
Title Mayor
_____
Title Clerk

We have authority to bind the corporation.

::ODMA\PCDOCS\CCT\4490162

SCHEDULE "A"
ATTACHMENTS

1. One (1) SRL210C-4 antenna;
2. One (1) AC fuse to be assigned.

BUILDING SPACE

1. Two (2) bay spaces within the Building

LICENSE CONFIRMING AND AMENDING AGREEMENT

Township of Manvers, City of Kawartha Lakes, Ontario, L.C. NBC332014

THIS AGREEMENT is made as of the ^{22nd} ~~21st~~ day of ^{March 2011} ~~May~~, 2009.



BETWEEN:

BELL CANADA

(the "Licensor")

- and -

CITY OF KAWARTHA LAKES

(the "Licensee")

BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT

- A. By a license agreement dated in 2003 between Bell Canada and the Licensee (the "License") in respect of a certain antennas and equipment (the "Attachments") located at a certain site, building and tower located at Part of Lot 16, Concession 8, Township of Manvers, Province of Ontario, as more particularly described therein, the Licensor provided to the Licensee a license to install, maintain and operate the Attachments at such site, building and tower.
- B. The Licensee has requested to extend the term of the License for a further term of five (5) years from September 1, 2008 up to and including August 31, 2013 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

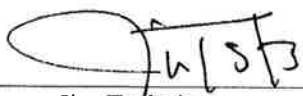
- 1. The License, as it is being amended and extended as described above, is referred to in this License Confirming and Amending Agreement as the "License".
- 2. The Term of the License has been extended for five (5) years for the period commencing September 1, 2008 up to and including August 31, 2013 (the "Renewal Term").

3. The Licensee shall pay to the Licensor during the Renewal Term an annual license fee (the "License Fee") of Five Thousand, Eight Hundred Dollars (\$5,800.00). The License Fee and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be paid annually in advance commencing on the 1st day of September, 2008, and, thereafter, on each and every anniversary thereof during the Renewal Term.
4. The Licensor and the Licensee confirm that the Attachments at the Site include:
 - (a) One (1) SRL210-C; and
 - (b) Two (2) bay spaces within the Licensor's compound to host 8 canisters and the Licensee's paging system.
5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum and any applicable taxes including the Goods and Services Tax and any provincial sales taxes shall be payable annually, in advance, commencing on the 1st day of September, 2008, and, thereafter, on each and every anniversary thereof during the Renewal Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.
6. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, other than as specifically listed above, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licensor, as determined by the Licensor in its sole discretion, and any applicable taxes including the Goods and Services Tax and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the commencement date, notwithstanding the actual date that such additional Attachments were installed. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
7. Except as specifically amended by the terms, covenants and agreements of this License Confirming and Amending Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this License Confirming and Amending Agreement.

8. The remaining terms and conditions of the License shall remain in full force and effect, unamended.
9. This License Confirming and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

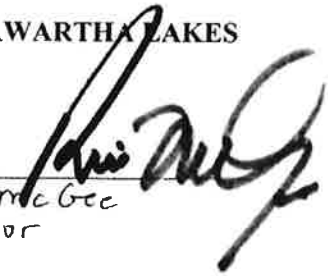
The Licensor and the Licensee have executed this Agreement.

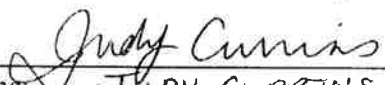
BELL CANADA

Per: 
Name: Jim Tsaknis
Title: Regional Director,
Strategic Asset Planning

I have authority to bind the Corporation

CITY OF KAWARTHA LAKES

Per: 
Name: Ric McGee
Title: Mayor

Per: 
Name: JUDY CURKINS
Title: CITY CLERK.

I/We have authority to bind the Corporation

LICENSE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 29th day of January, 2014.

BETWEEN:

BELL CANADA

(the "Licensor")

- and -

CITY OF KAWARTHA LAKES

(the "Licensee")

BACKGROUND TO THIS LICENSE CONFIRMING AND AMENDING AGREEMENT

- A. By an agreement dated October 7, 2003 between the Licensor and the Licensee (the "License") in respect of a certain parcel of land described as Part of Lot 16, Concession 8, Township of Manvers, in the Province of Ontario, and as more particularly described therein (the "Site"), the Licensee was granted a license to install, maintain and operate the Attachments at the Site as more particularly set out in the License and on the terms set out therein for a term expiring on August 31, 2008.
- B. By a License Confirming and Amending Agreement dated March 22, 2011 between the Licensor and the Licensee the term of the License was extended for a further period of five (5) years, commencing September 1, 2008 up to and including August 31, 2013 on the term as set out therein.
- C. The Licensee has requested to extend the term of the License for five (5) years commencing September 1, 2013 up to and including August 31, 2018 and the Licensor and the Licensee have agreed upon the license fee payable and other terms respecting such extension.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration now paid by each party to the other, the receipt and sufficiency of which are acknowledged, the Licensor and the Licensee agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The License as it is being amended and extended as described above, is referred to in this Agreement as the License.
3. The Licensor and the Licensee hereby acknowledge and agree that the term of the License has been extended for five (5) years, commencing September 1, 2013 up to and including August 31, 2018 (the "Renewal Term").
4. The Licensor and the Licensee confirm and agree that the annual License Fee payable for the Renewal Term shall be Six Thousand, Three Hundred Dollars (\$6,300.00) together with any applicable taxes, including the HST and any provincial sales taxes, to be payable annually, in advance, commencing on the 1st day of September 2013 and on the anniversary date thereof during the remainder of the Renewal Term.
5. The Licensor grants to the Licensee the right to obtain electrical power services from the Licensor's panel required for the Attachments or any other purpose in connection with the Licensee's use of the Site, Building or Tower at the rate of Five Hundred Dollars (\$500.00) per annum, which sum together with any applicable taxes including the HST and any provincial sales taxes shall be payable annually, in advance, commencing on the September 1, 2013 and on the anniversary date thereof during the remainder of the Term. The Licensor shall have the right, but not the obligation, to revise the electrical power rate from time to time to compensate for increases in energy costs and the Licensee shall pay such increased rate.
6. The Licensee shall bear all costs related to the installation, maintenance and operation of the Attachments at the Site, Building and Tower. Any modifications, additions or deletions required by the Licensee's installation, maintenance and operation of the Attachments at the Site, Building or Tower shall be carried out at the Licensee's expense, in accordance with the terms of this License, subject to the supervision of the Licensor and using contractors and engineers chosen by, or, alternatively, approved by the Licensor (as per the Licensor's current policy, subject to change from time to time), plus the Licensor's administration fee of 17%. During the term and at any time thereafter as required from time to time, the Licensee will reimburse the Licensor for any amount paid by the Licensor in respect of the installation, maintenance and operation of the Attachments, including but not limited to any structure analysis performed on the Site, Building or Tower in anticipation of the installation of the Attachments. The antenna heights stipulated (if any) are approximate, and this License shall not obligate the Licensor to install the antennas at the specified heights, if such installation would interfere with the Licensor's network, or any other existing installation.
7. In the event that the Licensee installs any additional Attachments at the Site or on the Tower, without the prior written approval of the Licensor as required by this License, in addition to any other rights the Licensor shall have pursuant to this License or at law including, without limitation, the right to cause the Licensee to immediately remove such

Attachments and restore the Site or Tower, at the Licensee's sole cost, the Licensee shall be responsible for any additional License Fee charged by the Licensor plus the Licensor's administration fee of 17%, as determined by the Licensor in its sole discretion, and any applicable taxes including the Harmonized Sales Tax (HST) and any provincial sales tax with respect to any such additional Attachments installed at the Site, from and including the Commencement Date, notwithstanding the actual date that such additional Attachments were installed.

8. Notwithstanding anything else contained in this License to the contrary, the Licensor agrees that the Attachments will not become fixtures during the term of this License or any renewal thereof. Upon the expiry or sooner termination of this License, the Licensee shall remove all of its Attachments from the Site. The Licensee shall conduct such removal at its own cost without damaging the Licensor's property or the property of other licensees and shall leave the Site in a condition acceptable to the Licensor. If any such property should be damaged by the Licensee, the Licensee shall be responsible for the cost of repairing such damage as reasonably determined by the Licensor, plus the Licensor's administration fee of 17%. Any such removal shall be carried out under the supervision of representatives of the Licensor and in such a manner so as not to interrupt the services of the Licensor or other licensees of the Site. Any property of the Licensee remaining on the Site ten (10) days after the expiry or sooner termination of this License shall be deemed to have been abandoned by the Licensee, and shall become the property of the Licensor or, at the Licensor's discretion, shall be removed from the Site at the Licensee's expense.
9. Paragraph 41 of the License with respect to notice to the Licensor shall be deleted and replaced with the following:

Every notice required or permitted to be given hereunder shall, save as otherwise hereinbefore specifically provided, be in writing to the party for whom it is intended, delivered personally or by prepaid registered mail or by telecopier with a copy sent by mail at the following addresses:

to the Licensee: Kawartha Lakes Fire Rescue
 9 Cambridge Street North
 Lindsay, ON K9V 4C4

Attention: Fire Chief

Telecopier: (705) 878-3463

to the Licensor: c/o Nexacor Realty Management Inc.
 87 Ontario Street West, Suite 200
 Montreal, QC H2X 0A7

Attention: Director, Realty Transactions; and
 Director, Lease Administration

Telecopier: (514) 840-8404

With a copy to:

Bell Canada
Real Estate Services
1 Carrefour Alexander-Graham-Bell
Building E, Ground Floor
Verdun, Quebec
H3E 3B3

Attention: Senior Asset Manager – Bell Real Estate Services

Telecopier: (514) 840-8404

The date of receipt of any such notice shall, if delivered personally or by messenger, be the date of delivery or if sent by telecopier, the first (1st) business day after sending thereof. Any party may from time to time change its address, telecopier number and/or the name of the person indicated as addressee by notice to the other party given as hereinabove set forth.

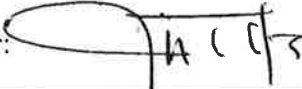
10. In the event that the Site is owned by the Ministry of Natural Resources and the Licensor is a ground tenant of the Site, the Licensee shall pay during the term or any extension thereof, in addition to the License Fee set out above, an annual co-location fee (“MNR Co-location Fee”) to the Licensor or, upon direction from the Licensor, directly to the Ministry of Natural Resources. The annual MNR Co-location Fee for the calendar year 2014, if applicable, is approximately Five Thousand, One Hundred and Forty Dollars (\$5,140.00). The MNR Co-location Fee shall increase annually and shall be in an amount equal to one hundred and three percent (103%) of the MNR Co-location Fee prevailing in the immediately preceding year
11. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed.
12. Except as specifically stated in this Agreement, any term which is defined in the License, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.
13. The Licensee agrees that it shall not register this Agreement.
14. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.

15. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
16. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
17. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
18. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
19. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

[signature page follows]

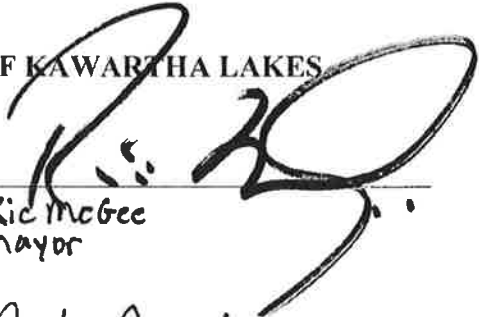
IN WITNESS WHEREOF the parties have duly executed this License Confirming and Amending Agreement as of the date first above written.

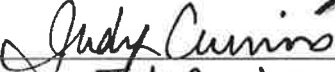
BELL CANADA

Per: 
Name: JIM TSAKNIS
Title: Director, Strategic Asset Planning

I have authority to bind the Corporation.

CITY OF KAWARTHA LAKES

Per: 
Name: Ric McGee
Title: Mayor

Per: 
Name: Judy Currins
Title: City Clerk

I/We have authority to bind the Corporation