

BELL CANADA

THIRD LICENSE RENEWAL AND AMENDING AGREEMENT

Site Name: Z1413- Bethany
Site Coordinates: 115 Beers Rd, Bethany, ON,
L9P 1E5, CANADA
Other Site Identifiers: 20626

THIS AGREEMENT is made this 21st day of September 2018.

BETWEEN:

BELL CANADA INC.

(the "Licensor")

AND

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(the "Licensee")

BACKGROUND TO THIS THIRD LICENSE RENEWAL 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. By a second License Confirming and Amending Agreement dated January 29th, 2014, the Licensor and the Licensee have agreed to extend the Term of the License for a further period of five (5) years, commencing September 1st, 2013 up to an including August 31st, 2018 on the term as set out therein;

NOW, THEREFORE, that in the 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 Agreement as it is being amended and extended as described above, is referred to in this Third License Renewal and Amending Agreement as the "License Agreement".
- 2. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 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 1st, 2018** up to and including **August 31st, 2023** (the "Renewal Term").
- 4. The Licensor and the Licensee confirm and agree that the annual **License Fee** payable for the first year of the Renewal Term shall be **Six Thousand Dollars (\$6,000.00)** 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 2018**. The License Fee shall be increased by **2%** on each 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 1st, 2018 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.



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6. The Licensor and the Licensee confirm that the Attachments at the Site described herein are as follows (and detailed in the Schedule "A" attached herein):
 - a) One (1) SRL210-C@58.00m; and
 - b) Two (2) bay spaces within the Licensor's compound to host eight (8) canisters and Licensee's paging system.
7. 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.
8. 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.
9. 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.
- ~~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 Extended 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 2018, if applicable, is approximately Five Thousand Seven Hundred and Ninety Dollars (\$5,790.00). 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. *Paragraph 41* of the License with respect to notice to the Licensor and the Licensee shall be replaced with the following:

To the **Licensor**:

Bell Canada (c/o Bell Mobility Inc.)
Attention: Manager National Co-location
200 Bouchard BLV (SCS)
Dorval (Québec) H9S 5X5
Tel.: 1 (800) 707-6485
Fax: (514) 420-8302
E-mail: colocation@bell.ca



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With Payment address:
Bell Canada
Special Billing Department
5115 Creekbank Rd.,
(E2-M2) 2nd Floor West Tower
Mississauga, Ontario, L4W 5R1

To the Licensee:

Kawartha Lakes Fire Rescue Service
Attention: Fire Chief
9 Cambridge Street North
Lindsay, ON, K9V 4C4
Fax: (705) 878-3463

12. The Licensee agrees that it shall not register this Third License Renewal and Amending Agreement.
13. Except where inconsistent with the foregoing provisions of this Third License Renewal and Amending Agreement, all of the provisions of the License Agreement shall apply, mutatis mutandis, to this Third License Renewal and Amending Agreement. The parties hereto acknowledge, confirm and agree that, in all other respects, the terms of the License Agreement as amended by two (2) subsequent Agreements (attached hereby as *Schedule "B"*) remain in full force and effect, unchanged and unmodified.
14. Except as specifically stated in this Third License Renewal and Amending Agreement, any term which is defined in the License Agreement, shall, unless the context otherwise requires, have the same meaning when used in this Third License Renewal and Amending Agreement.
15. 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 Third License Renewal and Amending Agreement.
16. This Third License Renewal and Amending 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.
17. It is an express condition of this Third License Renewal and Amending Agreement that the provisions of section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.
18. This Third License Renewal and Amending Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
19. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
20. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
21. The invalidity or unenforceability of any provision of this Third License Renewal and Amending Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

[signature page follows]



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

BELL CANADA INC.
I/We have authority to bind the Corporation

Per: _____
Name: **Annie Lombart**
Title: National Co-location Manager
Bell Mobilité – Real Estate Services
Bell Canada Tower Portfolio Management

Date: _____

**THE CORPORATION OF THE
CITY OF KAWARTHA LAKES**
I/We have authority to bind the Corporation

Per: _____
Name: _____
Title: _____

Date: _____

Per: _____
Name: _____
Title: _____

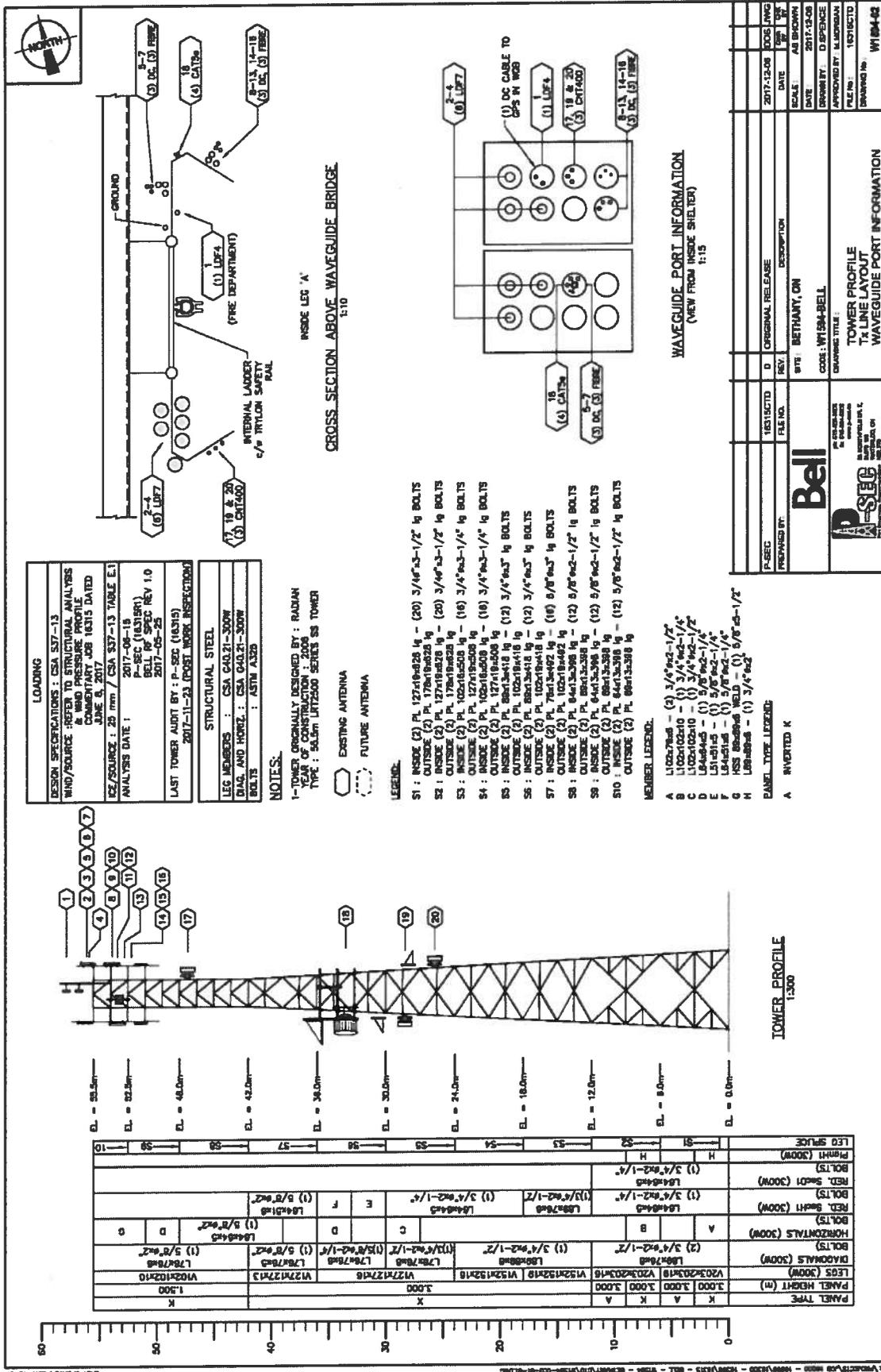
Date: _____



SCHEDULE "A"

Site Plan, Tower Profile and Antenna List
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Date: Sept 21st, 2018



SCHEDULE "A"

Site Plan, Tower Profile and Antenna List

Date: Sept 21st, 2018

ANTENNA LIST									
ANTENNA No.	ANTENNA TYPE	ELEVATION (m)	ADJUTH (°)	FACING	MAIN TX-LINE	EQUIPMENT AT ANTENNA ELEVATION LEVEL	ANTENNA OWNER	ANTENNA IDENTIFIER	STATUS
1	41JAVE1 > 41JAVE1-11-AW2	56.0	285	-	(1) LDF4	(2) TMA	FM DEPART.	-	EXISTING
2	41JAVE1 > 41JAVE1-11-AW2	56.1	10	-	(2) LDF7	-	BM	600/701	EXISTING
3	41JAVE1 > 41JAVE1-11-AW2	56.1	85	-	(2) LDF7	-	BM	610/811	EXISTING
8	41JAVE1 > 41JAVE1-11-AW2	56.1	10	-	(3) DC	(6) HSPA1000 RRU ON (3) QUAD-PACK BRACKETS	BM	411/412/413/414	EXISTING
6	41JAVE1 > 41JAVE1-11-AW2	56.1	85	-	(3) FIBRE	-	BM	421/422/423/424	EXISTING
7	41JAVE1 > 41JAVE1-11-AW2	56.1	235	-	(2) LDF7	-	BM	431/432/433/434	EXISTING
4	41JAVE1 > 41JAVE1-11-AW2	55.8	235	-	(2) LDF7	-	BM	820/821	EXISTING
8	41JAVE1 > 41JAVE1-11-AW2	55.8	15	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	311/312/711	EXISTING
9	41JAVE1 > 41JAVE1-11-AW2	55.8	85	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	321/322/721	EXISTING
10	41JAVE1 > 41JAVE1-11-AW2	55.8	235	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	331/332/731	EXISTING
11	41JAVE1 > 41JAVE1-11-AW2	52.8	85	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	323/324/722	EXISTING
12	41JAVE1 > 41JAVE1-11-AW2	52.8	235	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	333/334/732	EXISTING
13	41JAVE1 > 41JAVE1-11-AW2	52.2	15	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	313/314/712	EXISTING
14	41JAVE1 > 41JAVE1-11-AW2	51.6	80	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	813/814/815/816 817/818/819/810	EXISTING
15	41JAVE1 > 41JAVE1-11-AW2	51.6	200	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	823/824/825/826 827/828/829/820	EXISTING
16	41JAVE1 > 41JAVE1-11-AW2	51.6	340	-	(3) DC	(3) HSPA850 RRU & (3) LTE700 RRU (3) QUAD-PACK BRACKETS	BM	833/834/835/836 837/838/839/830	EXISTING
17	41JAVE1 > 41JAVE1-11-AW2	47.3	80	W2543	(1) ODU	(1) ODU	BM	-	EXISTING
18	41JAVE1 > 41JAVE1-11-AW2	33.5	333.5	W3978	(4) CAT5e	(4) CAT5e	BM	-	EXISTING
19	41JAVE1 > 41JAVE1-11-AW2	28.3	13	W9131	(1) ODU	(1) ODU	BM	-	EXISTING
20	41JAVE1 > 41JAVE1-11-AW2	25.7	298	W1148	(1) ODU	(1) ODU	BM	-	EXISTING

NOTES:
1--THE ELEVATIONS OF THE ANTENNAS ARE GIVEN WITH RESPECT TO ELEVATION 0.0 m ON THE TOWER.
BM = BELL MOBILITY

PREPARED BY:	TESTED BY:	DATE:	SCALE:
Bell	D	2017/12/08	AS SHOWN
PROJECT:	DESCRIPTION:	DATE:	DATE:
2017/12/08	ORIGINAL RELEASE	2017/12/08	2017/12/08
PROJECT TITLE:	PROJECT NO.:	PROJECT DATE:	PROJECT DATE:
ANTENNA LIST	W1094-BELL	2017/12/08	2017/12/08
PROJECT NO.:	PROJECT NO.:	PROJECT NO.:	PROJECT NO.:
W1094-BELL	W1094-BELL	W1094-BELL	W1094-BELL

BELL CANADA

SCHEDULE "B"

Other Terms and Conditions

Date: Sept 21st, 2018

Copies of previous Agreements:

- 1. Z1413 - Kawartha Lakes@BellCanada - License – 20071003**
- 2. Z1413 - Kawartha Lakes@BellCanada - Lease Renewal Amending – 20110322**
- 3. Z1413 - Kawartha Lakes@BellCanada - License Renewal Amending – 20140129**

