

FIRST LEASE CONFIRMING AND AMENDING AGREEMENT

THIS AGREEMENT is made as of the 6th day of October, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the “Landlord”)

OF THE FIRST PART

- and -

BELL MOBILITY INC.

(hereinafter called the “Tenant”)

OF THE SECOND PART

RECITALS

- A. By a Telecommunications Facility Lease Agreement dated December 1, 2015 (the “Original Lease”) between the Landlord and the Tenant in respect of certain space located in the property municipally known as **193 Centreline Road, Omemee, Kawartha Lakes, Ontario**, and as more particularly described in the Lease.
- B. The Original Lease, this First Lease Amendment shall hereinafter be referred to collectively as the “Lease”;
- C. The parties hereto have agreed to amend the terms of this Lease in the manner hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

- 1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
- 2. From and after execution of this agreement, the Lease shall be amended as follows:
  - (a) Schedule “B” (“Approved Site Plan”), attached herein and shall replace Schedule “B” of the Lease;
- 3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the Original Lease shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the Original Lease remain in full force and effect, unchanged and unmodified (including, without limitation, except in accordance with this Agreement.
- 4. Except as specifically stated in this Agreement, any term which is defined in the Lease, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.

5. 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.
6. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and their permitted assigns.
7. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
8. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
9. 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.

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

THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC.

Per:  \_\_\_\_\_  
Name: Brock Enderton  
Title: Senior Manager  
Real Estate & Government Relations

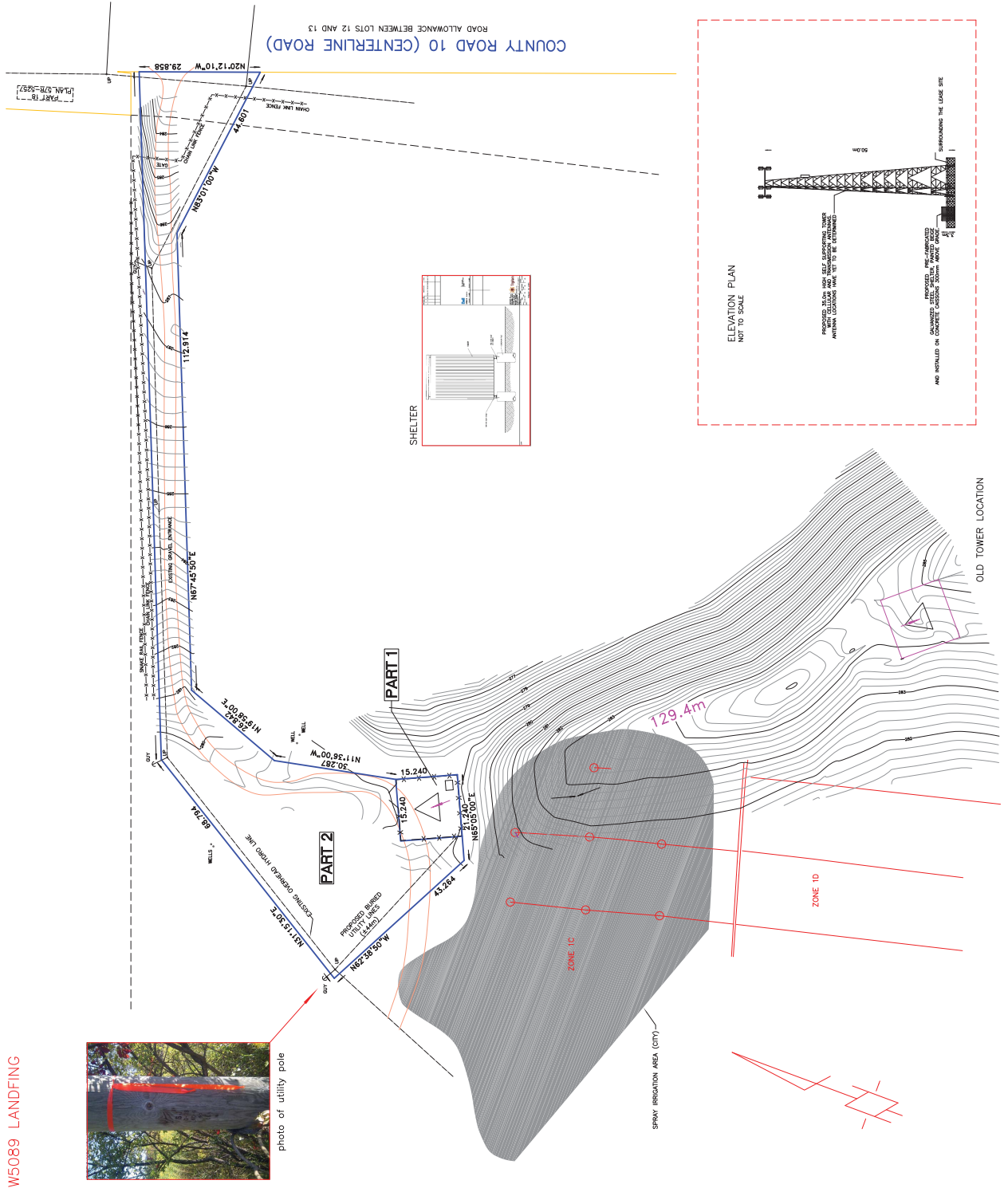
I have authority to bind the corporation.

**SCHEDULE “B”**  
APPROVED SITE PLAN  
(W5089 – Sketch prepared by Lanthier & Gilmore Surveying Ltd)

W5089 LANDING



photo of utility pole



SKETCH OF  
PROPOSED TELECOMMUNICATION INSTALLATION  
PART OF THE SOUTH HALF OF LOT 12  
CONCESSION 8  
TOWNSHIP OF EMILY  
COUNTY OF VICTORIA



BEARING NOTE

BEARINGS ARE GIVEN HEREIN FROM SIMULTANEOUS GPS OBSERVATIONS FROM MONUMENTS UP1 TO UP2, SHOWN HEREON, REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (67 WEST LONGITUDE NAD 83 (CSRS) (1997).

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTE

DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID COORDINATES BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 1.000022.

SITE DATA

AREA REQUIREMENTS	EXISTING	PROPOSED
COMPOUND		232.2 sq.m.
ACCESS, UTILITIES		3980 sq.m.
COMPOUND & ACCESS		4212.2 sq.m.
PROPOSED UNITS		1 TOWER 1 SHELTER
HEIGHT OF TOWER		24 m
SETBACKS (PROPOSED TOWER)		
NORTH		8.74 m.
EAST		810.3 m.
SETBACKS (PROPOSED SHELTER)		
NORTH		8.74 m.
EAST		810.3 m.
PROPOSED TOWER CENTRE COORDINATES		
		N 45° 32' 42.7" W 79° 32' 42.7"
		GRID ELEV. 279.0

OLD TOWER LOCATION