



Appendix B
to
Report RS2021-013
File No. L17-20-RS047

November 23rd, 2015

The Corporation of the City of Kawartha Lakes

26 Francis Street, PO Box 9000

Lindsay, ON

K9V 5R8

RE: Lease Agreement with Xplornet Communications Inc.
Exercise Second Option to Extend

To whom it may concern,

Please be informed that, per the Lease Agreement between the Corporation of the City of Kawartha Lakes ("the Landlord") and Xplornet Communications Inc. ("the Tenant") (formerly known as Barrett Xplore Inc.) dated March 03, 2008, it is our express intention to Exercise Second Option to Extend the terms of the agreement as noted below. This pertains to the broadcast towers located on city properties at the Dalrymple Community Centre, the Burnt River Works Yard, the Kirkfield Tower Road Property and the Coboconk Fire Department. The Xplornet site names listed below.

Dalrymple
Burnt River
Kirkfield
Coboconk PoP

Per Clause 4. "Option to Extend" and "Exhibit "C"- Rental Payment Schedule" of the agreement, section (c) Second Option to Extend, we request the terms of the agreement be extended from May 1st, 2016 to April 30th, 2020. The Annual Rent shall increase to Nine Thousand Dollars (\$9000), payable monthly in advance.

Please issue the required approval documentation/confirmation necessary for this renewal request. If you have any questions or concerns, please feel free to contact me. The preferred return contact method is e-mail correspondence. A copy of the Original Agreement enclosed.

Best Regards

Site Acquisition Technician

Phone: (506)-328-1209

jud.delong@corp.xplornet.com

LEASE AGREEMENT

THIS AGREEMENT made effective as of the 3rd day of March, 2008

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES
26 Francis Street P.O. Box 9000 LINDSAY, ONTARIO K9V
5R8**

(the "Landlord") OF THE
FIRST PART

- and -

**BARRETT XPLORE INC.
300 Lockhart Mill Road
PO Box 9060
Woodstock, NB, E7M5C3**

(the "Tenant") OF THE
SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the properties commonly known as the Dalrymple Community Centre, the Burnt River Works Yard, the Kirkfield Tower Road Property and the Coboconk Fire Department, which are more particularly described in Exhibit "A" (collectively the "Properties") attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of each of the Properties which are more particularly shown on the plans attached hereto and forming a part hereof as Exhibit "B" (each a "Leased Premises") to construct several communication towers and to locate the related equipment inside or attached to the towers or in separate equipment enclosure on the Leased Premises for the non-exclusive use of the Tenant, its agents, employees, contractors, assignees and/or subleases to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related

BARRETT XPLORE INC.



equipment attachments required for wireless telecommunications, together with utility easement and, if as required, an access road to each of the Leased Premises;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use a portion of the Properties identified as the Leased Premises as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant exclusive use of the Leased Premises shown on Exhibit "B" for the purpose of erecting a communications tower, to install and maintain associated electronic equipment on the Leased Premises and all necessary cabling, antennas, antenna mounts and any other related equipment attachments (the "Equipment"); and permission to install, reconfigure, attach, operate, maintain and replace all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant is granted a right of access to the Leased Premises at such times as in the sole judgment of the Tenant are necessary to maintain, repair and replace the Equipment from time to time, and to the extent reasonably necessary for purposes of the Lease herein granted. The Tenant shall be permitted, during the construction phase, to occupy an area outside the Leased Premises for the purpose of installing all necessary equipment, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Landlord, through the granting of the Lease, represents to the Tenant that the Tenant is the sole fixed broadband communications entity permitted by the Landlord to access the Leased Premises. No other fixed broadband communications entity may co-locate on the Leased Premises without first obtaining prior written consent from the Tenant that shall not be unreasonably withheld.

2. TERM

The term of this Lease shall be four (4) years commencing on May 1st, 2008 being the first day of construction and ending on April 30th, 2012 or when equipment installation commences (the "Term").

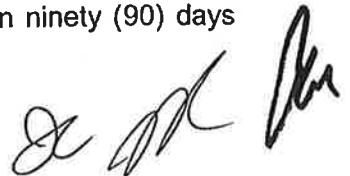
3. RENT

The Tenant shall pay to the Landlord, its successors and assigns, rent as set forth in Exhibit "C" (the "Rent"), attached hereto and forming a part hereof, for the use of and access to the Leased Premises as granted by the Landlord herein. In addition, the Tenant shall pay to the Landlord any goods and services tax which it is required to pay by law provided that the Landlord shall inform the Tenant of the applicable registration number.

4. OPTION TO EXTEND

Provided the Tenant is not in breach of the Lease up to and including at the expiry of the Term, the Tenant may apply to the Landlord for an extension of the lease (the "Option to Extend") for three (3) further terms of four (4) year periods. The same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days

BARRETT XPLORE INC.



prior to the date of expiry of the then current Term. The Landlord will respond within thirty (30) days of receipt of the request.

5. ASSIGNMENT

The Tenant shall not be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sub lessee 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.

6. TENANT'S WORK

(a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the Properties by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the Tenant's Equipment.

(b) The Tenant and any Assignee may not make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion of existing, or the addition of new towers, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee.

(c) 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 or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted, this will encompass a complete removal up to and including three feet below grade. Failure by the Tenant to remove the Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Equipment at the reasonable expense of the Tenant.

7. ACCESS

(a) The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to each and every Property, and such other rights as are reasonably necessary to enable the Tenant, its agents, employees, contractors or any Assignee to install, reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public telephone and utility networks, pursuant to the public telephone and utility's requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "B", provided that such access is made upon notice to the Landlord of not less than six (6) hours and undertaken at the Tenant's sole risk. Access keys shall be provided by the Landlord to the Tenant if and when keys are

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requested by the Tenant.

(b) Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the non-exclusive use of and access to any existing access driveway and a twenty-four (24) hour parking space located on the Property. If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services. Unless previously approved in writing by the Landlord, the Tenant shall not hinder the use of or access to any existing access driveway or parking space by any other party at any time.

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 hereof, 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 no later than eighteen (18) months following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is eighteen (18) months following the Taxes Due Date, 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.

9. ELECTRICITY

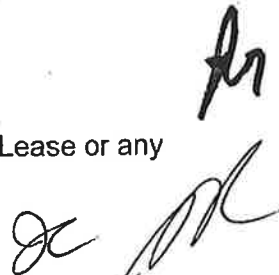
The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on each and every of the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro sub service; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

10. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Tenant shall have a reasonable time to cure such default.

11. OVERHOLDING

If the Tenant overholds any of the Leased Premises beyond the Term of this Lease or any
BARRETT XPLORE INC.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a large, stylized signature, and two smaller, more scribbled marks below it.

extension provided herein, 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. Such over holding period shall not extend beyond 60 days of expiration of this Lease.

12. TERMINATION

It is agreed and understood that the Tenant or Landlord may terminate this Lease at any time, for any reason whatsoever, by twelve (12) months prior written notice to the Landlord or Tenant and the Tenant shall be entitled to remove the Tower and all other Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund *pro-rata* the portion of 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.

13. INTERFERENCE

The Tenant agrees to undertake such works as may be necessary to prevent any interference with other installations on the Leased Premises and remedy the interference.

14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for non-exclusive 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

The Tenant shall, during the Term hereof, keep in full force and effect, with respect to each of the Leased Premises and the Properties:

(a) A policy of insurance, in which the limit of Comprehensive General Liability insurance shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence or accident and shall include the Landlord as an Additional insured with respect to the Tenant's operations, acts and omissions relating to its obligations under this Lease, such policy to include, but not be limited to, bodily injury, including death; non-owned automobile liability; liquor liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. This policy shall not be invalidated as respects the interests of the Landlord by reason of any breach or violation on any warranties, representations, declarations or conditions;

(b) Tenant's Legal Liability insurance equal to the replacement cost of each of the Leased Premises, including any loss of use thereof;

(c) Property Insurance on All Risk basis for property of every description owned by the Tenant, or for which the Tenant is legally liable or installed by or on behalf of the Tenant and which is located within the Premises, for the full replacement cost thereof, as well as Business Interruption insurance in such amount as will reimburse the Tenant for direct or indirect loss of revenue attributable to an insured peril. This insurance shall contain a waiver of any subrogation rights, which the Tenant's insurers may have against the Landlord or those for whom the Landlord is in law responsible;

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(d) Any other form of insurance as the Landlord, acting reasonably, may require from time to time in form, in amounts and for insurance risks against which a prudent Tenant would insure;

(e) The Tenant shall provide annually and prior to the inception of this lease, Certificates of Insurance, or copies of the insurance policies if required by the Landlord, with provision for thirty (30) days' prior notice by registered mail to the Landlord in the event of cancellation or material change, which reduces or restricts the insurance as required under (a), (b), (c), or (d) under Section 15 Insurance;

(f) The Tenant agrees that if it fails to take out or keep in force any such insurance referred to in this Paragraph, or should any such insurance not be approved by the Landlord, and should the Tenant not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by the Landlord, the Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant. The Landlord shall be reimbursed as set out under the terms of this Lease.

16. INDEMNITY

(a) The Landlord and the Tenant covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Tenant, or any employee, agent or invitee of the Tenant, or any other person(s) who may be upon the Leased Premises or for any loss, theft, damage or injury to any property upon the Leased Premises however caused.

(b) The Tenant waives, releases, discharges and indemnifies the Landlord from and against all rights, claims, demands or actions of whatsoever kind or nature, direct or indirect, of any person whether in respect of damage to person or property arising out of or occasioned by the construction, maintenance, use or occupancy of the Properties from any cause whatsoever. The Tenant agrees to look solely to its insurers in the event of loss whether the insurance coverage is sufficient to fully reimburse the Tenant for the loss or not.

(c) With the exception of claims arising as a result of the Landlord's negligence or arising as a result of the Landlord's failure to fulfill its obligations set out in this Lease, the Tenant covenants to indemnify the Landlord against all claims including construction lien claims by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the Leased Premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the Tenant, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

(d) The Tenant further covenants to indemnify and save harmless the Landlord with respect to any encumbrance on or damage to the Properties or the Corporation of the City of Kawartha Lakes occasioned by or arising from the act, omission, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or Tenants.

(e) The foregoing indemnities shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.

17. ENVIRONMENTAL

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The Landlord makes no representation, warranties or guarantees as to the suitability of the Properties for the purposes of the Tenant. The Leased Premises are provided on an "as is" basis. All works necessary to make the Leased Premises suitable for the Tenants purposes shall be the responsibility of the Tenant and it shall bear the cost of doing so.

18. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES 26
FRANCIS STREET P.O. BOX 9000 LINDSAY, ONTARIO K9V
5R8**

**Attention: Clerk's Office
Facsimile: (705) 324-8110**

and in the case of the Tenant to:

**BARRETT XPLORE INC.
300 Lockhart Mill Road
PO Box 9060
Woodstock, NB, E7M5C3**

**Attention: Annette Cannam
Phone: 506-328-1348**

Facsimile 506-328-1243

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

20. BINDING AGREEMENT

The Landlord covenants that it 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. EXECUTION

BARRETT XPLORE INC.

Three handwritten signatures in black ink are located in the bottom right corner of the page. The first signature is a stylized 'P' or 'B'. The second is a cursive 'J' or 'Z'. The third is a cursive 'M'.

This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

22. CONDITIONAL PERIOD

This Lease referred to herein shall be conditional until December 31, 2008, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Properties are both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then the Tenant may terminate this Lease and the Rent and any other payments made hereunder shall be refunded *pro rata*, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived or extended only by the Tenant at its sole option.

23. CONFIDENTIALITY

The terms of this Lease and all information issued, disclosed or developed in connection with this agreement are to be held in strict confidence between the parties hereto subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* and such disclosure as may be required in furtherance of Ontario Ministry of Agriculture, Food and Rural Affairs Rural Connections..The Ontario Municipal Rural Broadband Partnership Program. 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.

24. 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.

[SIGNATURE PAGE TO FOLLOW]

Handwritten signatures of two individuals, likely representing the parties to the lease.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below.

DATED at Woodstock, NB, this ____ day of _____, 20 ____.

BARRETT XPLORE INC


Per: 
Sam Roozendaal, V.P. Operations & Build

I have authority to bind the Corporation

Seal

DATED at Lindsay, Ontario this 8th day of January, 20 10.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES.**

Per: 
Mayor: Ric McGee

Per: 
Clerk: Judy Cumins

Seal

I/We have the authority to bind the Corporation

BARRETT XPLORE INC.

EXHIBIT "A"

The Leased Premises are located on the following four Properties owned by the Landlord:

1. Carden Recreation Centre: 258 Lake Dalrymple Rd., Sebright, ON
2. Burnt River Works Yard: 90 County Road 44, Burnt River, ON
3. Kirkfield Tower Road Property: 50 Tower Road, Kirkfield, ON
4. Coboconk Fire Department: 47 Grandy Rd., Coboconk, ON

Three handwritten signatures in black ink are located in the bottom right corner of the page. The signatures are stylized and appear to be initials or names.

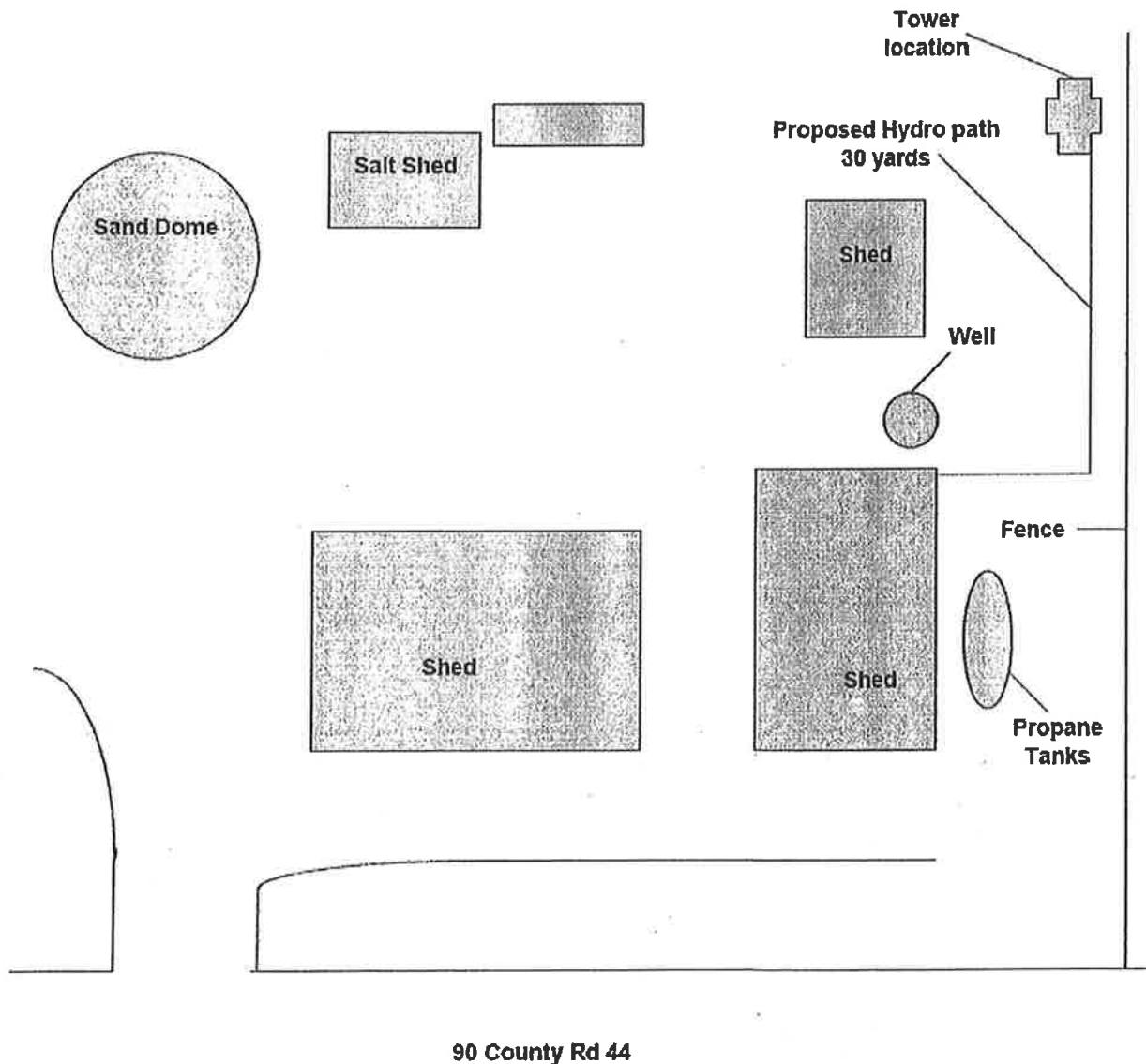
EXHIBIT "B"

PLAN OF LEASED PREMISIS

Burnt River Works Yard
90 County Road 44, Burnt River, ON

To be provided after initial pre-construction site surveys are completed.

Tower to be located at the rear of the property as detailed below.



Per
X *MC*

EXHIBIT "B"

PLAN OF LEASED PREMISIS

Coboconk Fire Department
47 Grandy Rd., Coboconk, ON

To be provided after initial pre-construction site surveys are completed.

Tower to be located next to existing building as per below.

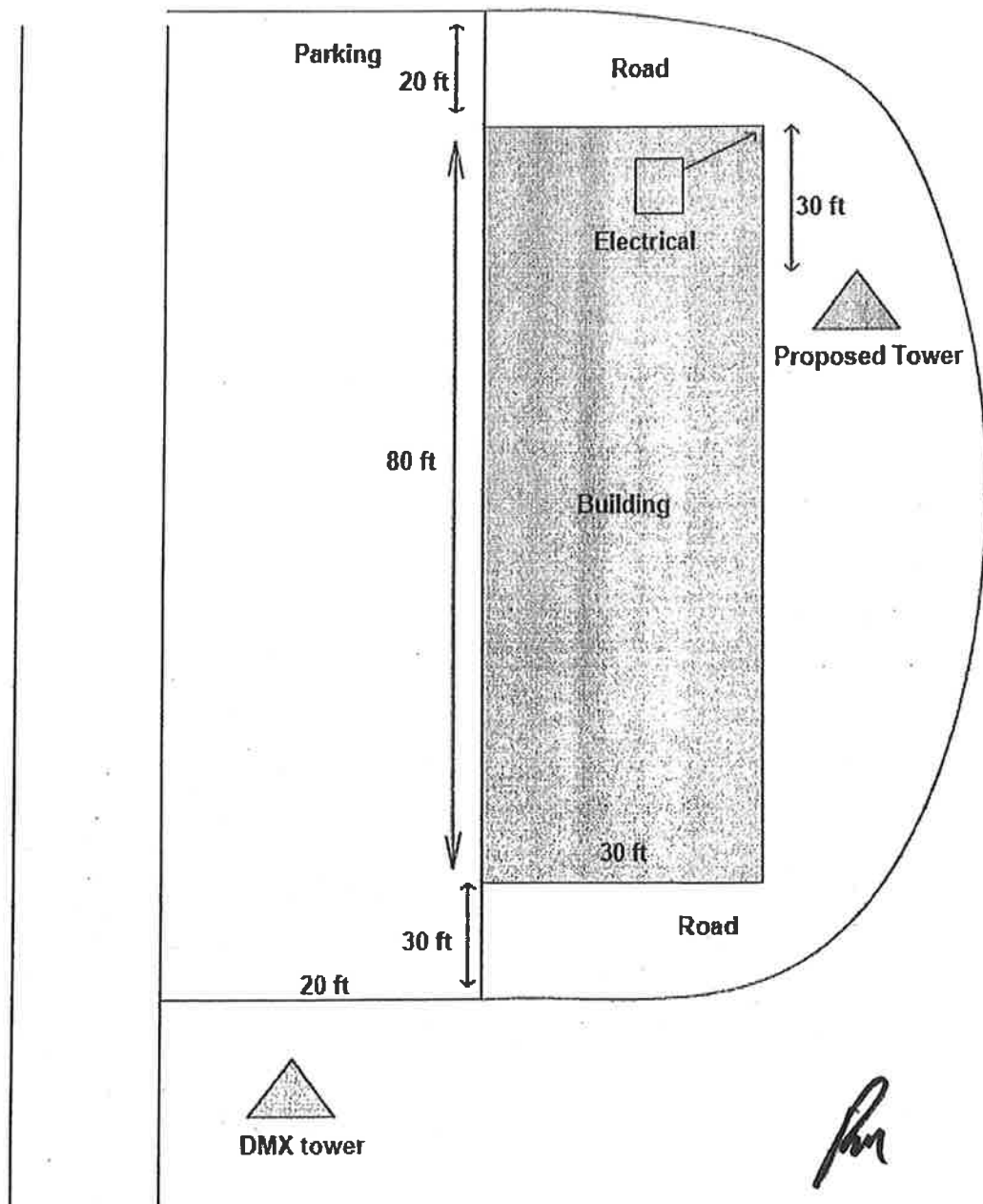


EXHIBIT "C"

RENTAL PAYMENT SCHEDULE

The Tenant shall pay Rent to the Landlord as follows:

- (a) During the period commencing on **the later of May 1st, 2008 or the first day of construction** and ending **April 30, 2012** the Tenant shall pay to the Landlord **annual** rent in the amount of Seven Thousand Dollars (\$7,000.00), payable **monthly** in advance.
- (b) Provided that the Tenant shall have exercised its first (1st) Option to Extend, during the period commencing **May 1, 2012** and ending **April 30th, 2016** the Tenant shall pay to the Landlord **annual** rent in the amount of Eight Thousand Dollars (\$8000.00), payable **monthly** in advance.
- (c) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, during the period commencing **May 1st, 2016** and ending **April 30th, 2020**, the Tenant shall pay to the Landlord **annual** rent in the amount of Nine Thousand Dollars (\$9000.00), payable **monthly** in advance.
- (d) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, during the period commencing **May 1st, 2020** and ending **April 30th, 2024**, the Tenant shall pay to the Landlord **annual** rent in the amount of Ten Thousand Dollars (\$10,000.00), payable **monthly** in advance.

Three handwritten signatures in black ink are located in the bottom right corner of the page. The signatures are stylized and appear to be initials or names.

LEASE AGREEMENT

THIS AGREEMENT made effective as of the 3rd day of March, 2008

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES
26 Francis Street P.O. Box 9000 LINDSAY, ONTARIO K9V
5R8**

(the "Landlord") OF THE
FIRST PART

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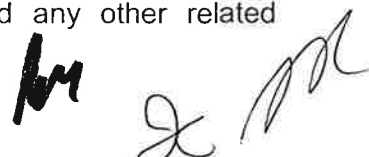
**BARRETT XPLORE INC.
300 Lockhart Mill Road
PO Box 9060
Woodstock, NB, E7M5C3**

(the "Tenant") OF THE
SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the properties commonly known as the Dalrymple Community Centre, the Burnt River Works Yard, the Kirkfield Tower Road Property and the Coboconk Fire Department, which are more particularly described in Exhibit "A" (collectively the "Properties") attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of each of the Properties which are more particularly shown on the plans attached hereto and forming a part hereof as Exhibit "B" (each a "Leased Premises") to construct several communication towers and to locate the related equipment inside or attached to the towers or in separate equipment enclosure on the Leased Premises for the non-exclusive use of the Tenant, its agents, employees, contractors, assignees and/or subleases to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related

BARRETT XPLORE INC.

Handwritten signatures of the parties, including a signature for Barrett Xplore Inc. and a signature for the City of Kawartha Lakes.

equipment attachments required for wireless telecommunications, together with utility easement and, if as required, an access road to each of the Leased Premises;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use a portion of the Properties identified as the Leased Premises as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant exclusive use of the Leased Premises shown on Exhibit "B" for the purpose of erecting a communications tower, to install and maintain associated electronic equipment on the Leased Premises and all necessary cabling, antennas, antenna mounts and any other related equipment attachments (the "Equipment"); and permission to install, reconfigure, attach, operate, maintain and replace all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant is granted a right of access to the Leased Premises at such times as in the sole judgment of the Tenant are necessary to maintain, repair and replace the Equipment from time to time, and to the extent reasonably necessary for purposes of the Lease herein granted. The Tenant shall be permitted, during the construction phase, to occupy an area outside the Leased Premises for the purpose of installing all necessary equipment, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Landlord, through the granting of the Lease, represents to the Tenant that the Tenant is the sole fixed broadband communications entity permitted by the Landlord to access the Leased Premises. No other fixed broadband communications entity may co-locate on the Leased Premises without first obtaining prior written consent from the Tenant that shall not be unreasonably withheld.

2. TERM

The term of this Lease shall be four (4) years commencing on May 1st, 2008 being the first day of construction and ending on April 30th, 2012 or when equipment installation commences (the "Term").

3. RENT

The Tenant shall pay to the Landlord, its successors and assigns, rent as set forth in Exhibit "C" (the "Rent"), attached hereto and forming a part hereof, for the use of and access to the Leased Premises as granted by the Landlord herein. In addition, the Tenant shall pay to the Landlord any goods and services tax which it is required to pay by law provided that the Landlord shall inform the Tenant of the applicable registration number.

4. OPTION TO EXTEND

Provided the Tenant is not in breach of the Lease up to and including at the expiry of the Term, the Tenant may apply to the Landlord for an extension of the lease (the "Option to Extend") for three (3) further terms of four (4) year periods. The same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days

BARRETT XPLORE INC.



prior to the date of expiry of the then current Term. The Landlord will respond within thirty (30) days of receipt of the request.

5. ASSIGNMENT

The Tenant shall not be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sub lessee 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.

6. TENANT'S WORK

(a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the Properties by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the Tenant's Equipment.

(b) The Tenant and any Assignee may not make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion of existing, or the addition of new towers, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee.

(c) 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 or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted, this will encompass a complete removal up to and including three feet below grade. Failure by the Tenant to remove the Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Equipment at the reasonable expense of the Tenant.

7. ACCESS

(a) The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to each and every Property, and such other rights as are reasonably necessary to enable the Tenant, its agents, employees, contractors or any Assignee to install, reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public telephone and utility networks, pursuant to the public telephone and utility's requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "B", provided that such access is made upon notice to the Landlord of not less than six (6) hours and undertaken at the Tenant's sole risk. Access keys shall be provided by the Landlord to the Tenant if and when keys are

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A handwritten signature in black ink, appearing to be "KJ" followed by a stylized flourish.

requested by the Tenant.

(b) Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the non-exclusive use of and access to any existing access driveway and a twenty-four (24) hour parking space located on the Property. If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services. Unless previously approved in writing by the Landlord, the Tenant shall not hinder the use of or access to any existing access driveway or parking space by any other party at any time.

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 hereof, 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 no later than eighteen (18) months following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is eighteen (18) months following the Taxes Due Date, 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.

9. ELECTRICITY

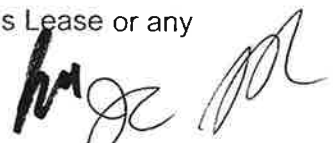
The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on each and every of the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro sub service; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

10. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Tenant shall have a reasonable time to cure such default.

11. OVERHOLDING

If the Tenant overholds any of the Leased Premises beyond the Term of this Lease or any
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extension provided herein, 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. Such over holding period shall not extend beyond 60 days of expiration of this Lease.

12. TERMINATION

It is agreed and understood that the Tenant or Landlord may terminate this Lease at any time, for any reason whatsoever, by twelve (12) months prior written notice to the Landlord or Tenant and the Tenant shall be entitled to remove the Tower and all other Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund *pro-rata* the portion of 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.

13. INTERFERENCE

The Tenant agrees to undertake such works as may be necessary to prevent any interference with other installations on the Leased Premises and remedy the interference.

14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for non-exclusive 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

The Tenant shall, during the Term hereof, keep in full force and effect, with respect to each of the Leased Premises and the Properties:

(a) A policy of insurance, in which the limit of Comprehensive General Liability insurance shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence or accident and shall include the Landlord as an Additional insured with respect to the Tenant's operations, acts and omissions relating to its obligations under this Lease, such policy to include, but not be limited to, bodily injury, including death; non-owned automobile liability; liquor liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. This policy shall not be invalidated as respects the interests of the Landlord by reason of any breach or violation on any warranties, representations, declarations or conditions;

(b) Tenant's Legal Liability insurance equal to the replacement cost of each of the Leased Premises, including any loss of use thereof;

(c) Property Insurance on All Risk basis for property of every description owned by the Tenant, or for which the Tenant is legally liable or installed by or on behalf of the Tenant and which is located within the Premises, for the full replacement cost thereof, as well as Business Interruption insurance in such amount as will reimburse the Tenant for direct or indirect loss of revenue attributable to an insured peril. This insurance shall contain a waiver of any subrogation rights, which the Tenant's insurers may have against the Landlord or those for whom the Landlord is in law responsible;

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(d) Any other form of insurance as the Landlord, acting reasonably, may require from time to time in form, in amounts and for insurance risks against which a prudent Tenant would insure;

(e) The Tenant shall provide annually and prior to the inception of this lease, Certificates of Insurance, or copies of the insurance policies if required by the Landlord, with provision for thirty (30) days' prior notice by registered mail to the Landlord in the event of cancellation or material change, which reduces or restricts the insurance as required under (a), (b), (c), or (d) under Section 15 Insurance;

(f) The Tenant agrees that if it fails to take out or keep in force any such insurance referred to in this Paragraph, or should any such insurance not be approved by the Landlord, and should the Tenant not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by the Landlord, the Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant. The Landlord shall be reimbursed as set out under the terms of this Lease.

16. INDEMNITY

(a) The Landlord and the Tenant covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Tenant, or any employee, agent or invitee of the Tenant, or any other person(s) who may be upon the Leased Premises or for any loss, theft, damage or injury to any property upon the Leased Premises however caused.

(b) The Tenant waives, releases, discharges and indemnifies the Landlord from and against all rights, claims, demands or actions of whatsoever kind or nature, direct or indirect, of any person whether in respect of damage to person or property arising out of or occasioned by the construction, maintenance, use or occupancy of the Properties from any cause whatsoever. The Tenant agrees to look solely to its insurers in the event of loss whether the insurance coverage is sufficient to fully reimburse the Tenant for the loss or not.

(c) With the exception of claims arising as a result of the Landlord's negligence or arising as a result of the Landlord's failure to fulfill its obligations set out in this Lease, the Tenant covenants to indemnify the Landlord against all claims including construction lien claims by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the Leased Premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the Tenant, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

(d) The Tenant further covenants to indemnify and save harmless the Landlord with respect to any encumbrance on or damage to the Properties or the Corporation of the City of Kawartha Lakes occasioned by or arising from the act, omission, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or Tenants.

(e) The foregoing indemnities shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.

17. ENVIRONMENTAL

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The Landlord makes no representation, warranties or guarantees as to the suitability of the Properties for the purposes of the Tenant. The Leased Premises are provided on an "as is" basis. All works necessary to make the Leased Premises suitable for the Tenants purposes shall be the responsibility of the Tenant and it shall bear the cost of doing so.

18. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES 26
FRANCIS STREET P.O. BOX 9000 LINDSAY, ONTARIO K9V
5R8**

**Attention: Clerk's Office
Facsimile: (705) 324-8110**

and in the case of the Tenant to:

**BARRETT XPLORE INC.
300 Lockhart Mill Road
PO Box 9060
Woodstock, NB, E7M5C3**

**Attention: Annette Cannam
Phone: 506-328-1348**

Facsimile 506-328-1243

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

20. BINDING AGREEMENT

The Landlord covenants that it 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. EXECUTION

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This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

22. CONDITIONAL PERIOD

This Lease referred to herein shall be conditional until December 31, 2008, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Properties are both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then the Tenant may terminate this Lease and the Rent and any other payments made hereunder shall be refunded *pro rata*, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived or extended only by the Tenant at its sole option.

23. CONFIDENTIALITY

The terms of this Lease and all information issued, disclosed or developed in connection with this agreement are to be held in strict confidence between the parties hereto subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* and such disclosure as may be required in furtherance of Ontario Ministry of Agriculture, Food and Rural Affairs Rural Connections..The Ontario Municipal Rural Broadband Partnership Program. 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.

24. 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.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below.

DATED at Woodstock, NB, this ____ day of _____, 20 ____.

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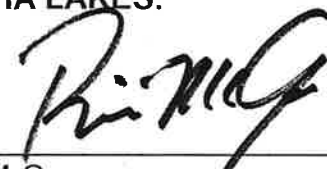
Per: 
Sam Roozendaal, V.P. Operations & Build

I have authority to bind the Corporation

Seal

DATED at Lindsay, Ontario this 8th day of January, 20 10.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES.**

Per: 
Mayor: Ric McGee

Per: 
Clerk: Judy Curran

Seal

I/We have the authority to bind the Corporation

BARRETT XPLORE INC.

EXHIBIT "A"

The Leased Premises are located on the following four Properties owned by the Landlord:

1. Carden Recreation Centre: 258 Lake Dalrymple Rd., Sebright, ON
2. Burnt River Works Yard: 90 County Road 44, Burnt River, ON
3. Kirkfield Tower Road Property: 50 Tower Road, Kirkfield, ON
4. Coboconk Fire Department: 47 Grandy Rd., Coboconk, ON



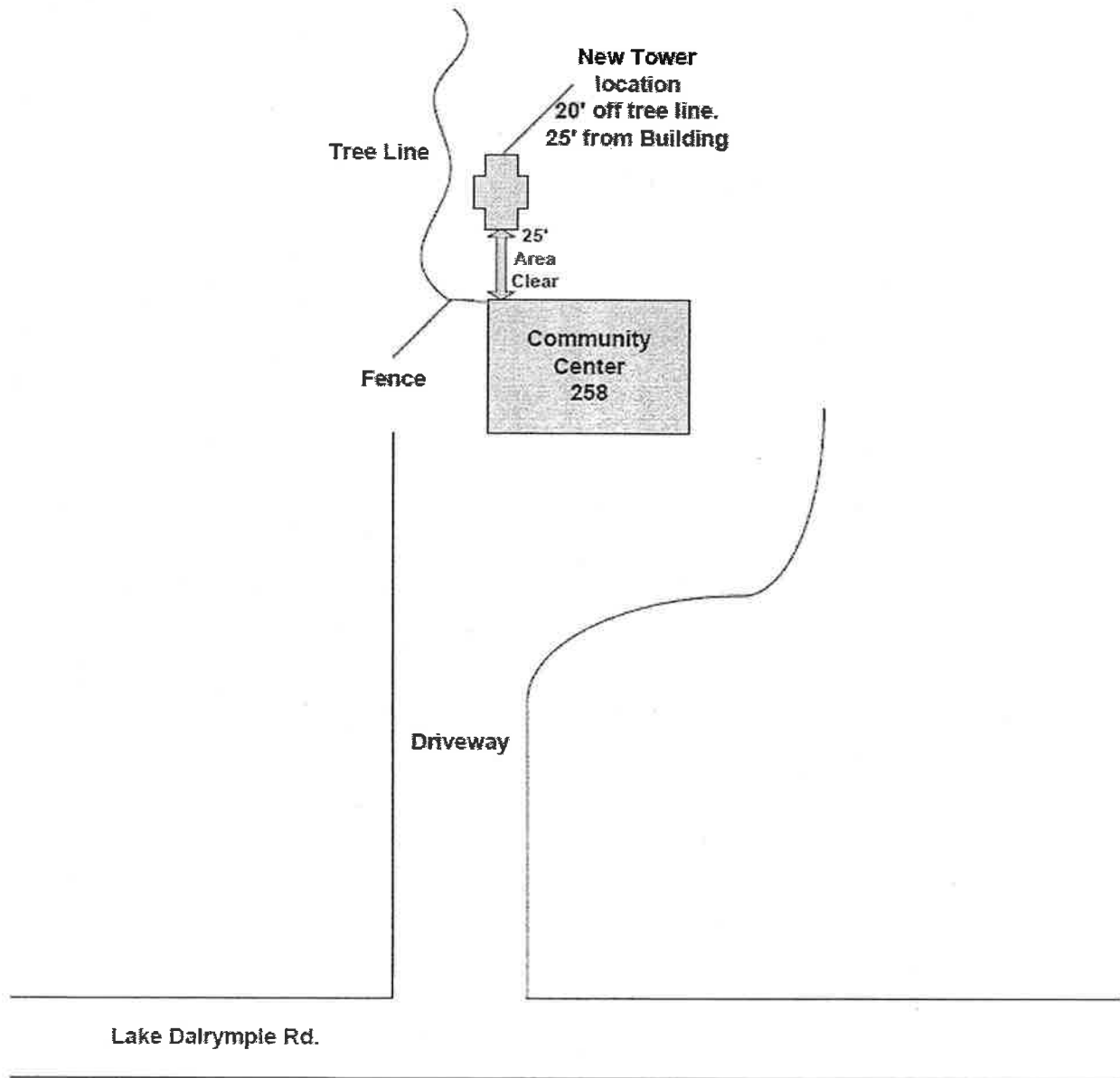
EXHIBIT "B"

PLAN OF LEASED PREMISIS

258 Lake Dalrymple Rd. Sebright, ON

To be provided after initial pre-construction site surveys are completed.

Tower to be located close to the 25 feet from the rear of the community center as per below.



hu

JR

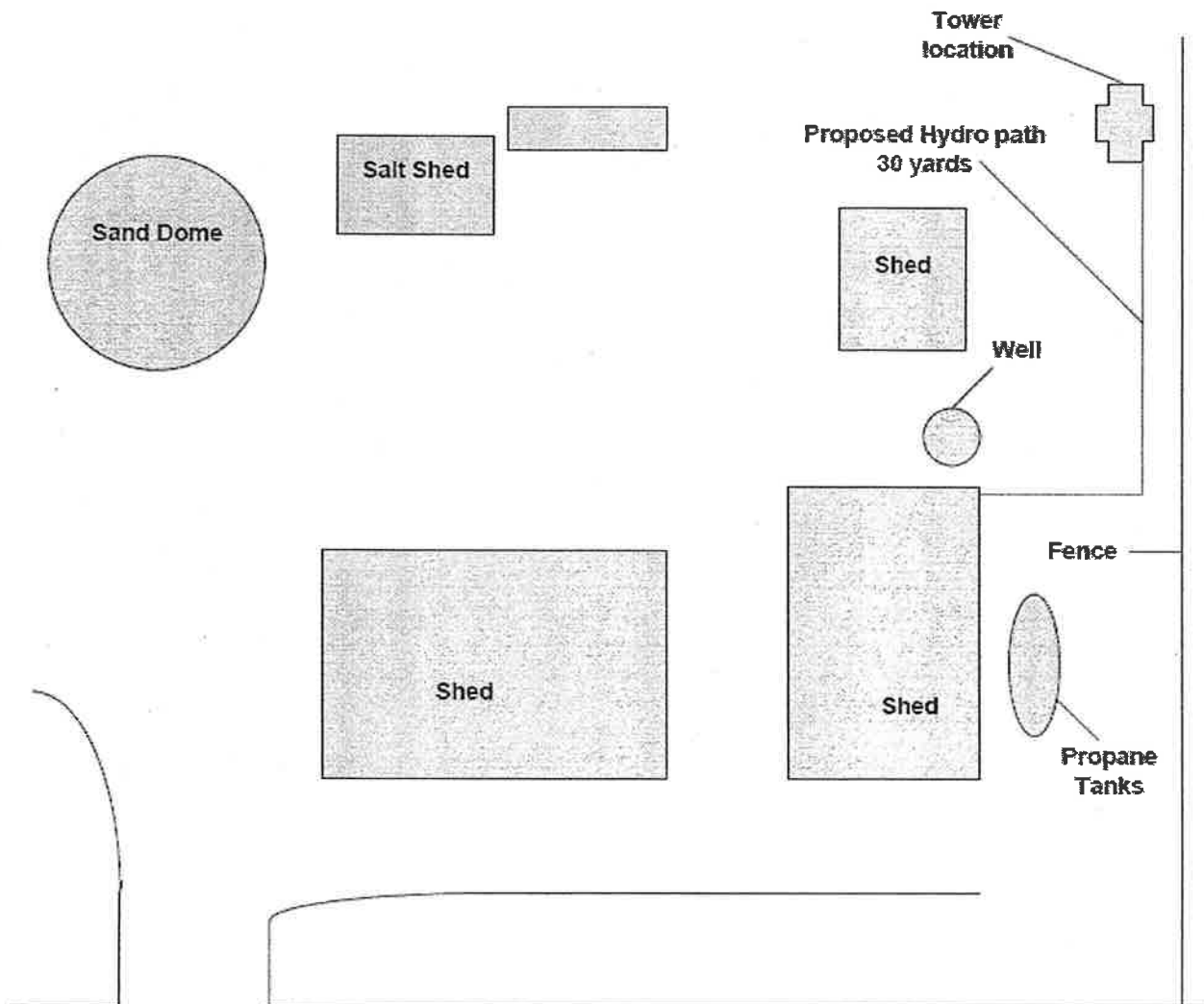
EXHIBIT "B"

PLAN OF LEASED PREMISIS

Burnt River Works Yard
90 County Road 44, Burnt River, ON

To be provided after initial pre-construction site surveys are completed.

Tower to be located at the rear of the property as detailed below.



90 County Rd 44

[Handwritten signatures]

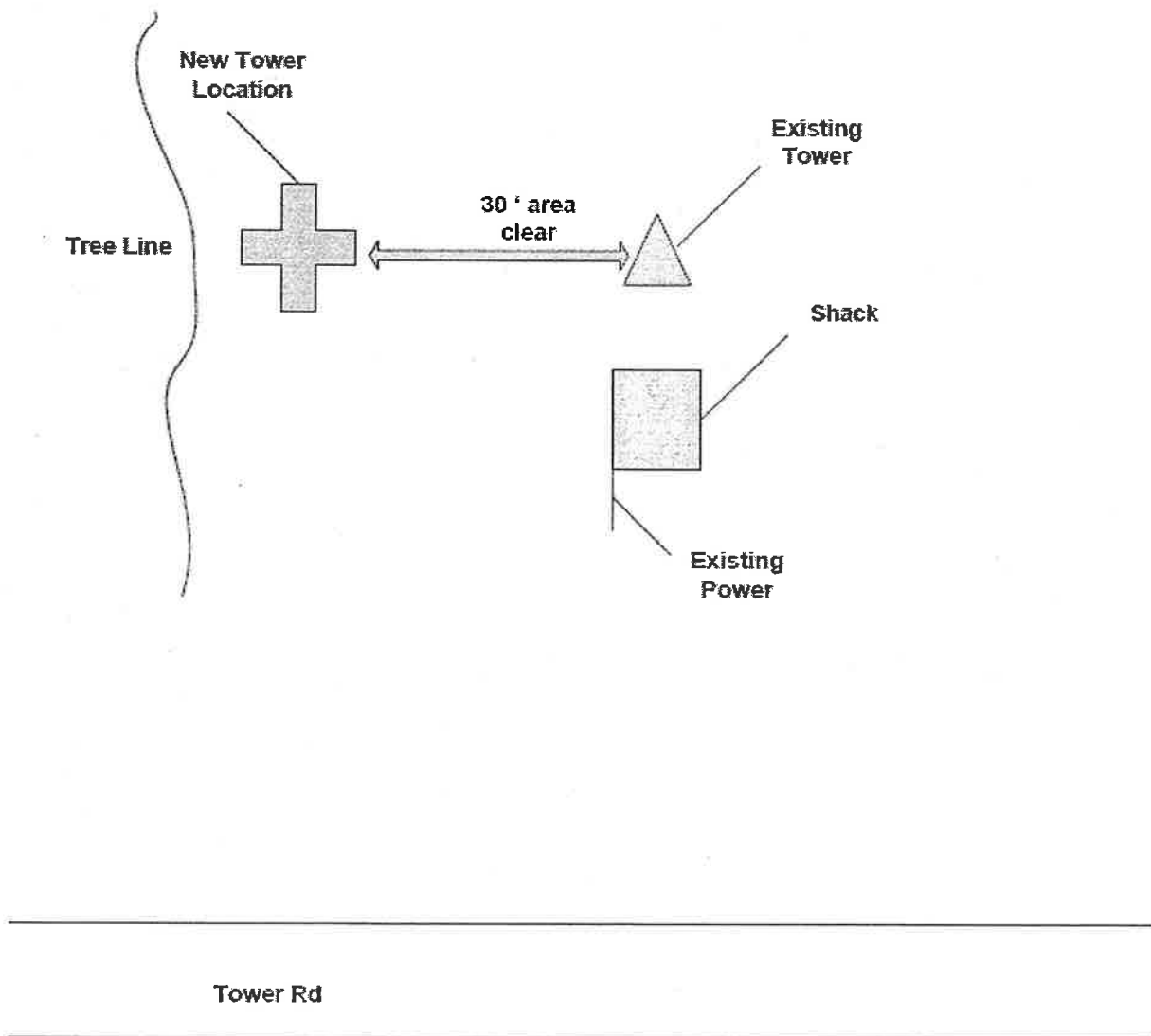
EXHIBIT "B"

PLAN OF LEASED PREMISIS

50 Tower Road, Kirkfield, ON

To be provided after initial pre-construction site surveys are completed.

Tower to be located close to the Existing Fire Communications tower. To be determined during facilities locates.



[Handwritten signatures]

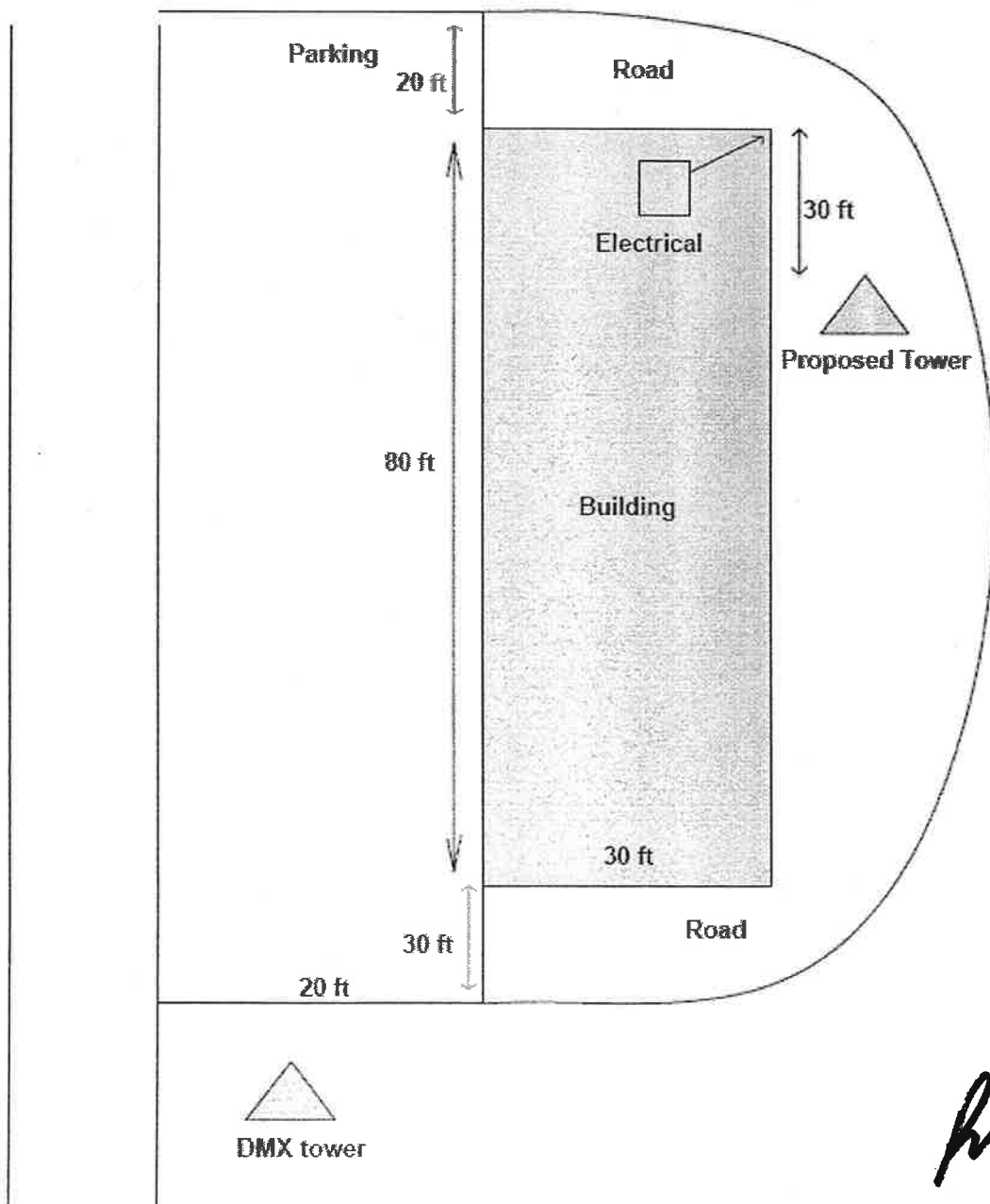
EXHIBIT "B"

PLAN OF LEASED PREMISIS

**Coboconk Fire Department
47 Grandy Rd., Coboconk, ON**

To be provided after initial pre-construction site surveys are completed.

Tower to be located next to existing building as per below.



[Handwritten signatures]

EXHIBIT "C"

RENTAL PAYMENT SCHEDULE

The Tenant shall pay Rent to the Landlord as follows:

- (a) During the period commencing on **the later of May 1st, 2008 or the first day of construction** and ending **April 30, 2012** the Tenant shall pay to the Landlord **annual** rent in the amount of Seven Thousand Dollars (\$7,000.00), payable **monthly** in advance.
- (b) Provided that the Tenant shall have exercised its first (1st) Option to Extend, during the period commencing **May 1, 2012** and ending April 30th, **2016** the Tenant shall pay to the Landlord **annual** rent in the amount of Eight Thousand Dollars (\$8000.00), payable **monthly** in advance.
- (c) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, during the period commencing **May 1st, 2016** and ending **April 30th, 2020**, the Tenant shall pay to the Landlord **annual** rent in the amount of Nine Thousand Dollars (\$9000.00), payable **monthly** in advance.
- (d) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, during the period commencing **May 1st, 2020** and ending April 30th, **2024**, the Tenant shall pay to the Landlord **annual** rent in the amount of Ten Thousand Dollars (\$10,000.00), payable **monthly** in advance.

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