

THIS AGREEMENT made in duplicate this _____ day of _____, 20__

BETWEEN: SPECTRUM TELECOM GROUP LTD.

(hereinafter referred to as the " Licensor ")

OF THE FIRST PART

AND: THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

(hereinafter referred to as the " Licensee ")

OF THE SECOND PART

TELECOMMUNICATIONS TOWER and SHELTER AGREEMENT

Site: Astorville Tower (STG027)

Located near 1409 Village Road in the community of Astorville

Latitude 46.18701° N Longitude -79.27882° W

WHEREAS the Licensor owns and operates a tower and shelter facility located near 1409 Village Road in the community of Astorville, Latitude 46.18701° N, Longitude -79.27882° W (as described above) referred to hereinafter as the **Site**.

AND WHEREAS the Licensor agrees to grant the Licensee rights to occupy its indoor space, as well as attach an antenna to the Licensor's tower, both of which are required to install and operate a VHF two-way radio system at the Site.

AND WHEREAS the Licensor also agrees to provide the AC power necessary for the operation of the VHF two-way radio repeater system.

THEREFORE, IN CONSIDERATION OF the mutual covenants set out below, the parties agree as follows:

1. **Licensed Facilities:** The Licensor hereby grants the Licensee the right to install one (1) Licensee owned four-element, stacked dipole antenna on the tower. In addition, the Licensor agrees to allow the Licensee space to install and maintain one (1) equipment rack inside the Licensor equipment shelter. This equipment rack shall support the Licensee radio communication equipment associated with the aforementioned antenna. The above indoor and outdoor described areas are collectively referred to as (the "**Licensed Facilities**").
2. **Term:** The Term of this Agreement shall be **five (5)** years beginning on the "Commencement Date". This Agreement will renew automatically at the end of this or any subsequent Term unless a notice of termination is given in writing by either party.

3. **Commencement Date:** The Commencement date for the Agreement shall be **January 1st, 2025.**
4. **License Fee:** In consideration of the rights granted by the Licensor to the Licensee, an annual License Fee plus applicable tax, which is indexed on an annual basis, as stipulated in Schedule A, in lawful money of Canada, is payable in advance and will be invoiced by the Licensor (to the Licensee) on or about the first day of the month and will be indexed at 3.0 percent annually on January 1st.

Any future requirements for ground, shelter, tower mounted equipment, or hydro energy that may be requested by the Licensee, will be negotiated when requested. The Licensor will consider antenna size, tower loading complications, available space, hydro capacity, and any other factors it considers prudent before granting it approval and setting the applicable monthly License Fee.
5. **Access:** The Licensee, or its contracted agents shall have escorted access, with four (4) hours prior notice, during business hours, to its indoor equipment at all times during the Term for the purpose of installing, checking, maintaining, and repairing its Equipment. Emergency escorted access requested by the Licensee after regular business hours will be dealt with in priority sequence, provided by the Licensor's on-call personnel on a best-effort over-time basis. Unless the parties enter into a separate agreement with the Licensor that covers the maintenance of the Licensee's equipment, any services provided by the Licensor to the Licensee for installation and/or maintenance of the Licensee's equipment will be billed on a time-and-materials basis. When applicable, escorted access to the Site for non-Spectrum Group employees will be billed to the Licensee at the Licensor's then posted prevailing rates.
6. **Connections for Hydro Energy and Telecommunication Services:** The Licensee, at its cost, has the right to access and connect its equipment to telecommunications facilities that serve the Site. Hydro energy used by the Licensee to power the equipment referenced in Schedule A shall be supplied by the Licensor. The power feed supplied by the Licensor shall be in the form of one (1) unprotected 110/220 VAC, 15 ampere circuit. The Licensor is not responsible for protecting or providing back-up protection of the Utility's supply of Hydro Energy to the Licensee's equipment. For clarity, if a back-up power feed is required, the Licensee shall provide its own source of back-up power in the form of a DC battery that is installed in its repeater equipment rack.
7. **Abandonment of Site:** Should the Licensor decommission, abandon the Site, or remove the tower from the property for whatever reason, the Licensor shall provide the Licensee with 180 days' prior written notice to terminate the Agreement and the Licensee covenants and agrees to remove its equipment.
8. **Termination of Agreement:** This Agreement may be terminated by either party after the initial five-year Term and upon giving a ninety (90) days' prior written notice before the end of the then current Term.

9. **Indemnification:** Each party (an "indemnifying party") covenants and agrees to indemnify and save harmless the other party from any costs, damages, or loss whatsoever suffered by the other party by reason of the negligence of the indemnifying party. The Licensee further covenants and agrees to be responsible for and pay for any damage to persons or property caused by the erection or maintenance of the said equipment. Notwithstanding any of the foregoing, neither party shall be liable for damage to persons or property caused by the negligence of the other party or those for whom the other party is responsible in law. If required, the Licensee agrees to give the Licensor a copy of its liability insurance certificate.
10. **Maintenance of Site:** The Licensor shall keep the premises in good repair.
11. **Removal of Licensee's Equipment:** The antenna and indoor equipment shall be and remains the property of the Licensee and must be removed upon termination of the Agreement unless alternate arrangements agreeable to both parties have been made.
12. **Compliance with Applicable Law:** The Licensee covenants and agrees that the installation of the said equipment, and the maintenance thereof will be done in compliance with all applicable lawful by-laws, rules, and regulations of the jurisdiction and municipality in which the tower is located or any other competent authority and further covenants and agrees to save harmless the Licensor from any costs, charges or damage to which the Licensor may be put or suffer by reason of the Licensee's breach of any such applicable by-laws, rules and regulations.
13. **Confidentiality:** During the course of this Agreement, the Parties may, acquire certain proprietary information from the other Party that relates to its business operations, services, site locations, equipment used on the Site, its customers, and products. The Parties agree to use such information only in the performance of its obligations hereunder and agrees to retain all such information in confidence and will not disclose it during or after the Term of this Agreement except to its employees, agents, or consultants on a need-to-know basis. However, nothing in this Agreement will prevent disclosure of such information that is generally available to the public in printed form or through the media. The provisions of this Article shall survive and remain in effect following any termination of this Agreement.
14. **Termination of Prior Tower Site Rental Agreement:** Subject to conditions specified herein, execution of this agreement shall supersede and terminate the prior Tower Site Rental Agreement for Space and Power at the Site that was in force between the Licensor and Licensee and dated September 24th, 2013.
15. **No Agency, Partnership, or Rights Created:** Nothing contained herein shall be deemed or construed by the parties as creating the relationship of principal and agent, a partnership, or 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 parties other than that of Licensor and Licensee.

16. **Successors and Assigns:** The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the Licensor and Licensee.
17. **Notices:** Notices shall be in writing and sent by mail, postage prepaid, deemed received five (5) days after mailing or by facsimile transmission, deemed received on date transmitted, to the Contact address or facsimile number of the parties set forth below. The Licensee or Licensor may, from time to time, designate another address or contact to which notices are to be sent.

18. **Contacts:**

The Licensee (Notices):

Municipality of East Ferris
Attention: Chief Administrative Officer
25 Taillefer Road
Corbeil, ON P0H 1K0

Telephone No. (705) 752-2740 ext. 226

Email: municipality@eastferris.ca

The Licensee (Rental Invoices):

Municipality of East Ferris
Attention: Accounts Payable
25 Taillefer Road
Corbeil, ON P0H 1K0

Email: municipality@eastferris.ca

The Licensor:

Spectrum Telecom Group Ltd.
Attn: President & CEO
505 Froid Road
Sudbury Ontario, P3C 5A2

Telephone No. (705) 673-6661

Facsimile No. (705) 673-0957

(HST Number: 84426 5298 RT0001)

IN WITNESS WHEREOF the parties have executed the Agreement as follows,

Licensee:

By **The Corporation of the Municipality of East Ferris** on the ____ day of ____,
20__

By: _____

Name: Pauline Rochefort

Title: Mayor

Witness: (to the signature of P. Rochefort)

Name:

By: _____

Name: Kari Hanselman

Title: Municipal Clerk

Witness: (to the signature of K. Hanselman)

Name:

We have authority to bind the corporation.

Licensor:

By the **Spectrum Telecom Group Ltd.** on the ____ day of _____, 20__

By: _____

Name: Darren Schankula

Title: Vice President Corporate Operations

I have authority to bind the corporation.

Witness: (to the signature of D. Schankula)

Clayton Rochon

Name:

(Schedule "A" attached)

Schedule A

Municipality of East Ferris License Fee Payment Schedule for the Astorville Site							
(Indexed 3.0 percent annually on January 1st)							
13-Jan-25							
Item No.	Description	Quantity	Annual Payment 2025	Annual Payment 2026	Annual Payment 2027	Annual Payment 2028	Annual Payment 2029
1	Equipment attachment (Antenna)	1	\$3,600.00	\$3,708.00	\$3,819.24	\$3,933.82	\$4,051.83
2	Floor space (Rack)	1	\$2,560.00	\$2,636.80	\$2,715.90	\$2,797.38	\$2,881.30
Total Annual Rental Fees			\$6,160.00	\$6,344.80	\$6,535.14	\$6,731.20	\$6,933.13