

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2013-27

Being a by-law to authorize the Reeve and
CAO/Administrator to enter into an Agreement
between AP Wireless Investments ULC and the
Township of Prince

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement with AP Wireless Investments ULC, which Agreement is attached hereto as Schedule "A".
2. Schedule "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 13th day of August,
2013.



Reeve Ken Lamming



CAO/Administrator Peggy Greco

HEAD LEASE AND ASSIGNMENT OF LEASE

THIS AGREEMENT made effective as of _____, 2013

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PRINCE

(the "Landlord")

- and -

AP WIRELESS INVESTMENTS ULC

(the "Tenant")

WHEREAS the Landlord is the registered and beneficial owner of the real property more fully described in Schedule "A" (the "**Property**");

AND WHEREAS the Landlord has agreed to grant to the Tenant a lease (the "**Head Lease**") of part of the Property shown on a sketch attached as Schedule "B" (the "**Premises**");

AND WHEREAS pursuant to a lease, dated May 28, 1996 as amended 12th day of October 2000 and 14 April 2009 and attached hereto as Schedule "C" (collectively the "**Sublease**") the Landlord has leased part of the Premises (the "**Subleased Premises**") to Bell Mobility Inc. (the "**Subtenant**");

AND WHEREAS the Landlord has agreed to assign the Sublease to the Tenant, and the Tenant has agreed to accept such assignment without recourse;

NOW THEREFORE in consideration of the Prepaid Rent and in consideration of the premises set out in this Agreement, the parties hereto agree as follows:

1. TERM

1.1 Subject to the provisions of paragraph 21.1 hereof, the Landlord hereby leases the Premises to the Tenant for a term of twenty-one years less a day commencing on the date hereof (the "**Term**").

2. ASSIGNMENT OF SUBLEASE

2.1 Contemporaneously with the granting of the Head Lease, the Landlord hereby assigns the Sublease to the Tenant, with full power and authority and responsibility to demand, collect, sue for, recover, receive and give receipts for the rents payable under the Sublease (the "**Rents**") and to enforce payment of the Rents and performance of the obligations of the Subtenant, indemnitors and guarantors under the Sublease with respect

to the Rents in the name of the Landlord or the owner from time to time of the Premises for the Term.

- 2.2 Notwithstanding the assignment of the Sublease, the expiry or other termination of the Sublease, or anything to the contrary in this Agreement, the Landlord shall continue to pay, fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of the Landlord with respect to the Premises under the Sublease or by applicable law (collectively, the "**Landlord's Obligations**") whether arising prior to, on or after the date hereof and shall not do or omit to be done anything which can directly or indirectly result in a default under the Sublease or any other agreements relating to the Premises or which could otherwise interfere with the Tenant's or any subtenant's business. The terms of the Sublease imposing upon the Landlord the Landlord's Obligations are incorporated herein by reference thereto as covenants of the Landlord in favour of the Tenant.
- 2.3 The Landlord agrees that the Premises (exclusive of any fixtures, structures, or chattels installed by or on behalf of the Subtenant or existing on the Premises) are now and shall remain in compliance with all laws, by-laws and regulations of public authorities and insurance rating bureaus having jurisdiction (including, without limitation, zoning and compulsory building codes). Notwithstanding anything to the contrary herein, the Tenant accepts the Premises as is without any other representation or warranty as to condition or fitness for the purpose of the Landlord.

3. **RENT**

- 3.1 The Tenant shall pay to the Landlord rent in the amount of \$26,500.00 (the "**Prepaid Rent**") within ten business days after execution of this Agreement by both parties hereto in full payment of the rights granted by the Landlord to the Tenant and, except as otherwise provided in this Agreement, the Landlord shall not be entitled to any other compensation or payments of any kind under this Agreement or otherwise in connection with any rights granted to the Tenant under this Agreement or under any other documents executed in connection herewith.
- 3.2 In addition to the Prepaid Rent, the Tenant agrees to use commercially reasonable efforts to renegotiate the Rents due under the Sublease, through amendment, extension, renegotiation, or other modification of the Sublease, or in the event the Tenant replaces the current Subtenant with a New Subtenant, or otherwise continue the operations of the Subtenant by itself or through an agent, operator or subtenant, the Tenant covenants and agrees to:
- (a) to pay to the Landlord, in each and every year of the Term, percentage rent in an amount equal to 60% of any rent actually received that is greater than the Rents scheduled to be received pursuant to the terms of the Sublease, less (i) any out-of-pocket costs and expenses incurred by the Tenant due to the failure of the Landlord to comply with its obligations under this Agreement and any amounts due to the Tenant (including, without limitation, any reimbursement or offset) under this Agreement, and (ii) 50% of out-of-pocket collection costs, legal fees

and court costs incurred by the Tenant in enforcing or otherwise litigating the terms of any sublease (the "Percentage Rent"). In computing the Percentage Rent, the Sublease is deemed to remain in full force and effect throughout the stated term of this Agreement.

- (b) Percentage Rent shall become due and be paid monthly not later than 15 days after the last day of each month in each year of the Term.

4. USE

- 4.1 The Tenant shall use the Premises or allow the Premises under the terms of any sublease to be used only for the purposes of the supply of telecommunications or internet and uses ancillary thereto but for no other purpose.

5. LANDLORD COVENANTS

- 5.1 The Landlord hereby covenants and agrees that:

- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Sublease, for payment of rent for the last month of the term);
- (b) it will, as and when requested by the Tenant use commercially reasonable efforts to enforce the terms of the Sublease on behalf of the Tenant and cause the Subtenant to fulfill or perform any condition, covenant and obligation of the Sublease to be fulfilled or performed by the Subtenant, including, but not limited to the payment of Rent directly to (or otherwise at the direction of) the Tenant;
- (c) it shall not transfer, pledge, convey, hypothecate, create or allow to be created a security interest or lien upon the Premises or the Sublease which in any way is superior to or that jeopardizes in any manner or respect the Tenant's rights or interests conveyed under this Agreement;
- (d) it shall promptly forward to the Tenant any written notice or communication by, to or from the Landlord and any tenant, government authority, taxing authority, service provider, lender, Mortgagee or otherwise which may affect the Lease, Sublease or any existing or future lease or other agreement at or upon the Premises or which notice may affect or relate to the Premises or the operation or function thereof in any manner or respect;
- (e) Landlord shall pay and perform in a timely manner all of its obligations under any Mortgage forming a lien against the Premises;
- (f) it shall permit the Tenant and the Tenant's employees, agents and invitees to have legal and practical access 24 hour, seven days per week subject only to the Landlord's reasonable security requirements, to the Premises and the common areas of the building (if applicable), including, *inter alia*, the use of the driveway,

main entrance and the stairways, corridors, elevators, escalators, or other mechanical means of access, if any, leading to the Premises;

- (g) it shall permit the Tenant, any subtenant or any agent or operator of the Tenant to connect its equipment to all utilities including telephone, fibre and hydro and, where applicable, to Landlord's electrical grounding system, interior wiring, cabling and the equipment of other tenants in and on the Property; and
- (h) if any public utility is unable or unwilling to use the easement, right of way or other access to the Premises and Property provided to the Tenant by the Landlord then the Landlord agrees to, at no additional cost to the Tenant, grant such additional easement(s), right(s) of way or other access to the Tenant and/or to the public utility for the purpose of providing the public utility with access as it requires.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Landlord hereby represents and warrants to the Tenant, as of the date hereof, that:

- (a) the Sublease, this Agreement and all other documents executed by the Landlord in connection therewith (collectively the "**Documents**") constitute the legal, valid and binding obligation of the Landlord, enforceable against the Landlord in accordance with their terms;
- (b) there has been no default of a material nature which has not been remedied under the existing Sublease by any of the parties thereto;
- (c) the Documents executed by the Landlord constitute legal, valid and binding obligation of the Landlord, enforceable against the Landlord in accordance with their terms and it will observe and perform all of the Landlord's obligations under the Documents;
- (d) the Subtenant has no existing defenses, offsets, credits, charges, liens or claims under the Lease or otherwise against the Landlord or any other party in connection with the Premises;
- (e) the execution, delivery and performance by the Landlord of the Documents executed by the Landlord in connection therewith does not and will not violate or conflict with any provision of the Landlord's organizational documents (if the Landlord is an organization) or of any agreement to which the Landlord is a party or by which the Landlord or the Premises is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which the Landlord is subject;
- (f) any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with the Landlord's execution, delivery or performance of the Documents executed by the Landlord in connection therewith have been obtained and are and will remain in full force and effect;

- (g) there is no pending or threatened action, suit or proceeding that, if determined against the Landlord, would adversely affect the Landlord's ability to enter into the Documents or to perform its obligations hereunder or thereunder;
- (h) a true, correct, and complete copy of the Sublease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each notice of lease, caveat re lease, memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by the Landlord or the Subtenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Schedule "C";
- (i) the Landlord is the legal and beneficial owner of the Property, and has good and marketable title thereto, subject only to the encumbrances, if any, listed in Schedule "D". The Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Sublease, the Property or the Premises to any other individual, entity, trust or association, including by way of right or option to purchase the Property or any part thereof;
- (j) if the Landlord is not a corporation, that as of the date of this Lease, the Landlord is: (i) at least eighteen (18) years of age; and (ii) the Property is not homestead property (as such term is defined in *The Homesteads Act*, C.C.S.M., c.H80; or (iii) the Property is homestead property and my spouse or common law-partner is a party to this Agreement and a registered owner of the Property; or (iv) the Property is homestead property and my spouse or common law partner has consented to this Agreement in writing as evidenced by their signature on the "Homestead Consent and Release" attached hereto as Schedule "F" (if applicable);
- (k) the Landlord has received no indication, written or otherwise, from the Subtenant or any other party that such Subtenant intends to terminate the Sublease prior to the expiration of the Sublease term; and
- (l) the current annual rent is \$5,731.38 and is being paid by Bell Mobility Inc.

7. DEPOSITS

- 7.1 If and to the extent that any security deposit or other deposit (whether in the form of cash, letter of credit or other security) has been made by the Subtenant (collectively, the "**Deposits**"), the Landlord hereby assigns all of its right, title and interest in the Deposits to the Tenant. The Landlord shall cause such Deposits to be promptly transferred to the Tenant who shall hold and apply such Deposits during the Term in accordance with the Lease. The Tenant shall transfer any remaining Deposits back to the Landlord upon the expiration or earlier termination of the Sublease.

8. TENANTS RIGHT TO PERFORM LANDLORD'S COVENANTS

8.1 The Tenant shall not be under any obligation to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Sublease or any of them. If the Landlord has failed, after reasonable notice and opportunity to perform any of the Landlord's Obligations, the Tenant may, but shall not be obliged to, from time to time and at any time, without releasing the Landlord from any obligation herein or under the Sublease, perform such Landlord's Obligation and the Landlord shall, within 30 days of receipt of an invoice therefor, reimburse the Tenant all reasonable costs and expenses incurred by the Tenant in connection therewith, including legal fees on a solicitor and his own client basis and an administrative fee, in an amount not less than \$250, as reasonably determined by the Tenant. In addition to its other rights and remedies under this Agreement and applicable law, the Tenant may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by the Landlord that monetary damages may not be an adequate remedy for the harm caused to the Tenant by a breach or default by the Landlord under this Agreement.

9. INFORMATION AND DOCUMENTS

9.1 From time to time hereafter, the Landlord shall:

- (a) promptly furnish to the Tenant such information (including documents and records in the Landlord's possession or control) regarding the Premises, the Sublease and/or the Subtenant as the Tenant reasonably requests; and
- (b) promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Premises, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by the Tenant, any governmental authority or the Tenant, its shareholders, members, partners, affiliates.

10. SUBTENANT NOTIFICATION

10.1 The Landlord shall execute and furnish to the Subtenant a notice (the "**Subtenant Notification Letter**") in the form of Schedule "E" attached hereto. Within three calendar days after the date hereof, the Landlord shall deliver an original or copy of the Subtenant Notification Letter to the Tenant. The Landlord shall be responsible for taking such other action as is necessary or appropriate to give the Subtenant actual notice of the assignment of the Sublease, and to cause the Subtenant to commence payment and delivery of Rent directly to the Tenant. The Tenant may elect also to deliver an original or copy of the Subtenant Notification Letter to the Subtenant at such time or times after the date hereof that the Tenant deems appropriate. After the date hereof, the Landlord shall notify the Tenant by fax (or e-mail) within fifteen (15) business days after the Landlord's receipt of any payment in respect of Rent, and the Landlord shall forward such payment to the Tenant within one business day (a) by reputable overnight courier service which provides package tracking services (if such payment was received by the Landlord by cheque or other negotiable instrument; provided the Landlord shall endorse such negotiable instrument in favor of the Tenant prior to forwarding it to the Tenant) or (b) by

wire transfer (if such payment was received by the Landlord in any other form). If the Landlord fails or refuses to forward any such payment to the Tenant within the time and in the manner provided herein, then, in addition to its other rights and remedies hereunder, the Tenant shall be entitled to receive a processing fee equal to the greater of \$500 and 15% of such payment.

11. HAZARDOUS SUBSTANCES

- 11.1 The Landlord represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "**Substance**") located on, under or about the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or municipal law or regulation. Neither the Landlord nor the Tenant will introduce or use any such Substance on, under or about the Premises in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Lands, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Premises by the Landlord or, to the Landlord's knowledge, by any prior owner or user of the Premises. The Landlord and the Tenant shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Premises caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

12. INDEMNITY

- 12.1 In addition to the environmental indemnity set forth above, the Landlord and the Tenant shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable legal fees and disbursements) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Premises by the indemnifying party. This indemnity shall not apply to any claims to the extent they arise from the gross negligence or intentional misconduct of the indemnified party.

13. OPTIONS ON TERMINATION OF SUBLEASE

- 13.1 Upon the expiry or sooner termination of the term of the Sublease (including without limitation any expiry resulting from an election by the Subtenant not to exercise a right to renew or extend the Sublease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Sublease for any reason whatsoever, including without limitation any termination resulting from (a) a default or breach by the Subtenant, (b) a repudiation of the Sublease under the *Bankruptcy and Insolvency Act* or any other legislation for the benefit of insolvent debtors, the Tenant may, without first obtaining the consent of the Landlord, sublease the Premises or any part thereof to one or

more other wireless carriers (each a "New Subtenant") or otherwise continue the operations of the Subtenant by itself or through an agent, operator or subtenant.

13.2 In any such event:

- (a) the Landlord shall continue to perform all of the Landlord's Obligations but no obligations shall be imposed on the Landlord other than the Landlord's Obligations;
- (b) the Tenant shall have the right, but not the obligation, to use and enjoy any improvements or equipment installed or constructed by the Subtenant upon the Premises;
- (c) notwithstanding the payment of any rent or consideration to the Tenant, the Tenant shall have no obligation to pay rent of any kind or nature to the Landlord during, for or with respect to any period prior to the last day of the Term other than the Prepaid Rent;
- (d) neither the Tenant nor any occupant of the Premises shall have any obligation to cure any defaults of the Subtenant and the Landlord shall waive any defaults arising from facts and circumstances then existing;
- (e) all equipment installed by the Tenant, the Subtenant or a New Subtenant shall remain the personal and moveable property of the Tenant, the Subtenant or the New Subtenant, as applicable and not become fixtures notwithstanding attachment to any degree; and
- (f) the Tenant, any New Subtenant or any agent or operator of the Tenant shall have a license to enter upon the Premises for the purpose of laying down existing improvements and erecting new ones, and for staging of construction materials.

13.3 Upon request by the Landlord from time to time, the Tenant shall advise the Landlord of the name of any New Subtenant, operator or agent of the Tenant.

14. RIGHT OF FIRST REFUSAL

14.1 The Landlord shall, prior to granting or transferring any license, lease or real property interest in all or any part of the Property for the purpose of locating communications towers, antennae or equipment thereon, notify the Tenant of the price and terms offered by or to a third party with a copy of the offer by or to the third party (the "Notice Of Offer"). The Tenant shall have the right of first refusal to acquire the license, lease or real property interest being transferred by the Landlord on the same terms and conditions (or cash equivalent terms, if a property exchange or vendor take-back mortgage is proposed). The Tenant shall give the Landlord notice of its intention to acquire the same within 20 days of receipt of the Notice of Offer. If the Tenant gives no such notice of its intention to acquire the rights, the Landlord may transfer the rights to the third party on the terms and conditions set out in the Notice of Offer, as long as such grant or transfer is made subject to the terms of this Agreement. Upon the grant or transfer of the Property,

or any portion thereof, to a third party the Landlord shall immediately notify the Tenant in writing of such grant or transfer, with the name and address of the purchaser. The right of first refusal granted herein is a continuing right in favor of the Tenant over the entire Property, and shall not be extinguished by the Tenant's exercise or non-exercise of such right on one or more occasions

15. OVERHOLDING

15.1 Provided the deeming provisions of paragraph 21.1 have been effected, and should the Tenant continue to occupy the Premises after the termination of the Deemed Term (as that term is defined in paragraph 21.1), then, without any further written agreement, the Tenant will be a year-to-year tenant at and upon the same and subject always to all of the other provisions of this Agreement insofar as same are applicable.

15.2 In the event the Tenant continues to occupy the Premises after the termination of the Term or any overholding term referred to in paragraph 15.1, then, without any further written agreement, the Tenant will be a month-to-month tenant at \$100.00 subject always to all of the other provisions of this Agreement insofar as the same are applicable to a month-to-month tenancy and notwithstanding any of the other provisions herein, a tenancy from year to year will not be created by implication of law.

16. VACATE PREMISES

16.1 The Tenant shall have the right to vacate the Premises at any time or from time to time without terminating the Head Lease.

17. TERMINATION

17.1 The Tenant shall have the right to surrender the Premises and terminate all of its obligations theretofore or thereafter arising under the Head Lease or any sublease by executing and delivering a surrender of lease and assignment of sublease (if applicable) therefor at any time, which surrender and assignment (if applicable) shall be effective as of the date stated therein.

18. EXPROPRIATION

18.1 The Landlord shall contest by all lawful means any proposed expropriation, taking or purchase by any governmental authority of any part of the Premises if reasonable grounds exist to contest such taking and will, in any event, provide notice to the Tenant of any such proposal as soon as reasonably practicable. Upon such taking or purchase, the Landlord shall be entitled to receive and retain the entire award or consideration for its ownership of the fee, the affected lands and improvements and the Tenant shall be entitled to receive and retain the entire award or consideration for the value of its trade fixtures, improvements and property, its leasehold estate, the unexpired Term, its costs of removal or relocation, its business interruption expense and any other damages arising out of such taking or purchase. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefor to the other.

19. SUBORDINATION AND NON-DISTURBANCE

19.1 Upon the request of any Landlord's mortgagee or holder of a mortgage, charge, debenture or trust deed (each such party a "**Mortgagee**" and each such instrument a "**Mortgage**"), and subject to the balance of this Section 19.1, the Tenant shall postpone and subordinate its interest in the Premises and this Lease to any such Mortgage. Prior to any such postponement and subordination, the Landlord shall deliver to the Tenant an agreement between each Mortgagee and the Tenant in substance and form reasonably acceptable to the Tenant, the Mortgagee and the Landlord (the "**Non-Disturbance Agreement**") providing that the use and occupancy by the Tenant of the Premises shall not be disturbed and all of the Tenant's other rights under this Lease shall be recognized unless and until the Tenant shall breach any provision hereof or is in default under this Lease beyond any applicable notice and cure period or the Tenant's right to possession hereunder shall have been terminated in accordance with the provisions of this Lease and in the event of any enforcement by the Mortgagee of its security including by way of power of sale, foreclosure or other suit, public or private sale, the Mortgagee shall recognize the Tenant's rights under this Lease.

20. NO DEALING

20.1 The Landlord covenants and agrees that it shall not, directly or indirectly, divert or solicit the business of any of the Tenant's customers or subtenants on behalf of itself or on behalf of any third party. The Landlord shall not permit another service provider to lease or occupy space on the Property if said service provider's frequencies and/or equipment may interfere with Tenant's equipment or system and or the ability to provide services.

21. PROVISIONS OF THE PLANNING ACT

21.1 The parties hereto agree that the Landlord, as a municipality, is exempt from the provisions and regulations of the Planning Act R.S.O. 1990, CHAPTER P.13, pursuant to 50(3)(c) contained therein. Notwithstanding, in the unlikely event that it is determined that this Agreement contravenes any provisions of the Planning Act in respect of the limitation of its term, this Agreement shall be deemed to be limited to a term of 21 years less 1 day (the "Deemed Term").

22. NOTICES

22.1 All notices, requests or demands to or upon the parties hereto shall be in writing and shall be sufficiently given if delivered personally or transmitted by fax or e-mail to the following respective addresses:

The Tenant: AP WIRELESS INVESTMENTS ULC
2 Bloor Street West, Suite 700
Toronto, Ontario M4W 3R1

Attention: Eric M. Overman
Fax No.: +1-858-999-3100
E-Mail: eoverman@apwip.com

The Landlord: THE CORPORATION OF THE TOWNSHIP OF PRINCE
3042 Second Line West
Prince Township, Ontario P6A 6K4

Attention: Peggy Greco
Fax No.: 705-779-2725
E-Mail: pgreco@twp.prince.on.ca

Any such notice, request or demand or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address. Any notice transmitted by fax or e-mail shall be deemed to have been given and received on the date of its transmission provided that if such day is not a business day or if it is received after the end of normal business hours on the date of its transmission, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first business day next following the transmission thereof. Either party may designate a new address for receipt of notices, requests or demands on not less than 10 days written notice to the other party.

23. ASSIGNMENT

- 23.1 As long as the Tenant is not in default pursuant to the terms of this Agreement, the Tenant may sell, assign, transfer, mortgage, charge, encumber or otherwise deal with its interest in this Agreement (each, a "**Transfer**") upon notice to Landlord. The Tenant will provide to the Landlord notice of any Transfer of the Agreement. Provided that the transferee assumes and can discharge the covenants and obligations of the Tenant under the Agreement, the Tenant shall be discharged, released and relieved of liability under the said covenants and obligations without further written agreement and the Landlord agrees to look solely to the transferee for performance under this Agreement. Where the Tenant has granted debentures and other security (together with any replacements, amendments, supplements, extensions, restatements and substitutions from time to time, collectively, the "**Security**") in favour of a lender (the "**Secured Parties**") pursuant to which the Secured Party has been or will be granted charges, mortgages, assignments and security interests in all of the property, undertaking, assets, interests, rights and benefits of the Tenant, including, without limitation, such rights and interests in the Premises, this Agreement, and all improvements, equipment, structures, chattels, personal property and appurtenances thereto in, on, under or appurtenant to the Premises. The Landlord agrees to notify the Tenant and the Secured Parties simultaneously of any default by the Tenant and give the Tenant and Secured Parties the same right to cure and cure period for any default as granted to Landlord. If a termination, disaffirmation or rejection of this Agreement by the Tenant shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if the Landlord shall terminate this Agreement for any reason, the Landlord will notify the Secured Parties promptly and the Landlord shall enter into a new agreement with any such Secured Parties upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to the Tenant's interest under this Agreement, such Secured Party shall have no liability for any

defaults of the Tenant accruing prior to the date that such Secured Party succeeds to such interest. The Landlord will enter into modifications of this Agreement reasonably requested by any Secured Party.

In the event of the sale by the Landlord of the Lands, the Landlord shall be freed and relieved of any liability under this Agreement to the extent that the Landlord's purchaser delivers to the Tenant an agreement, in a form satisfactory to the Tenant acting reasonably, agreeing to assume the obligations of the Landlord under this Agreement and to be bound by its terms and the Tenant shall immediately and automatically attorn to such Purchaser.

24. REGISTRATION

24.1 This Agreement or any notice thereof may be registered by the Tenant, provided a copy of the registered document is given to the Landlord.

25. DISPUTE RESOLUTION

25.1 In the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (a) upon a party's written notice of dispute to the other party, an authorized representative of the Landlord and the Tenant shall, through a good faith negotiation, attempt to settle a written resolution within 30 days and (b) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the *Arbitration Act* (Ontario). In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees on a solicitor and his own client basis, and each party shall pay one-half of all arbitrator professional fees.

26. GENERAL

26.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

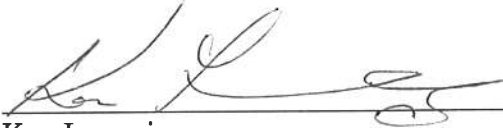
26.2 If any term, covenant or condition of this Agreement or application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

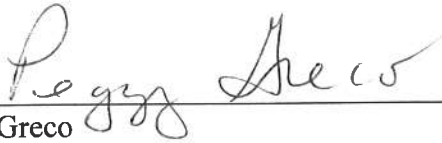
- 26.3 If no additional extension terms are negotiated at the end of the last extension period, the Landlord agrees to allow the Tenant to remain in possession at the rent last paid for a further 12 months to allow the Tenant to relocate its equipment.
- 26.4 Each party, upon the reasonable request of the other, will execute, do or cause to be done or executed all further and other lawful acts, deeds, documents, instruments and assurances for the better or more perfect and absolute performance of the terms of this Agreement.
- 26.5 This Agreement shall be governed by and construed in accordance with the laws of the Province in which the Premises are located and the laws of Canada applicable therein.
- 26.6 This Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument.

Signature page to follow

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

THE CORPORATION OF THE TOWNSHIP OF PRINCE

Per: 
Name: Ken Lamming
Title: Reeve

Per: 
Name: Peggy Greco
Title: CAO/Administrator

I/We have the authority to bind the Corporation.

AP WIRELESS INVESTMENTS ULC

Per: _____
Name: Eric M. Overman
Title: CEO

I/We have the authority to bind the Corporation.

SCHEDULE "A"

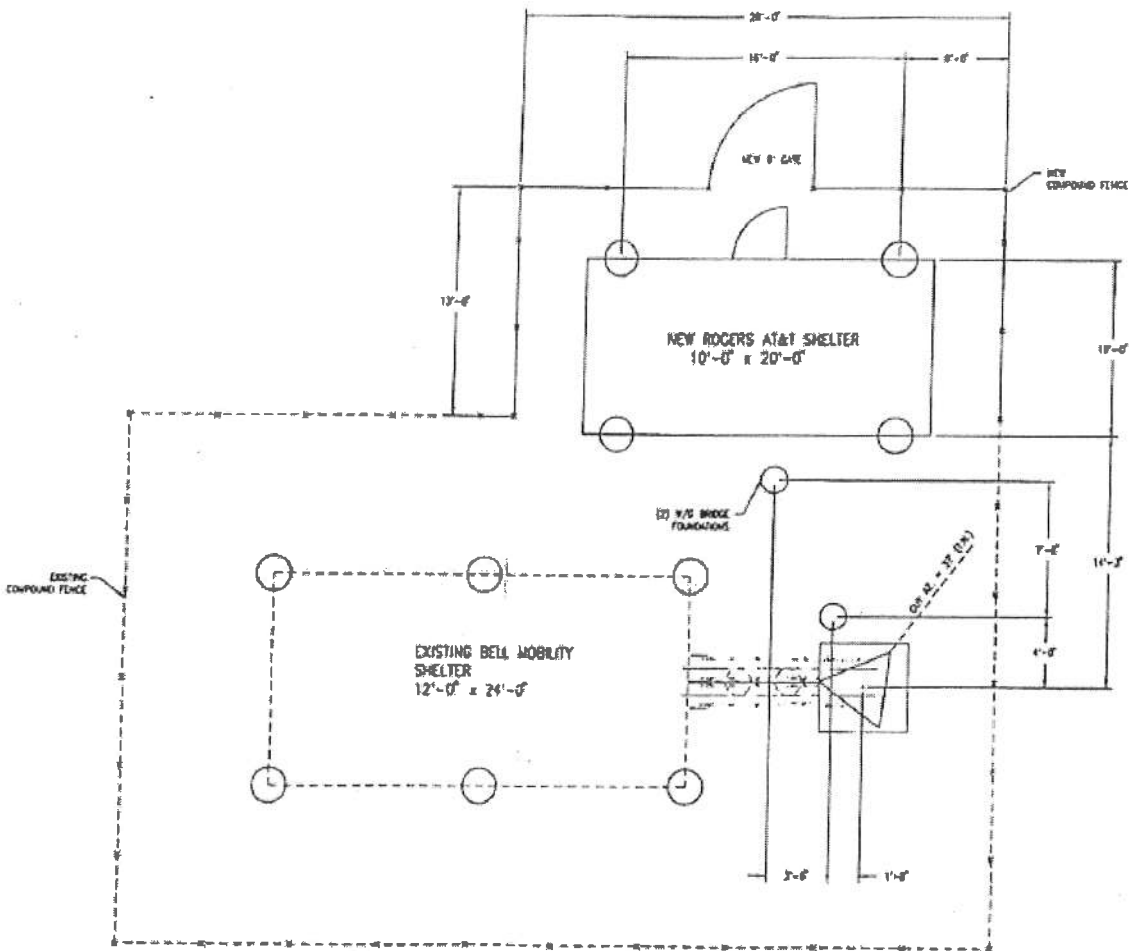
LEGAL DESCRIPTION OF THE PROPERTY

PT SEC 26 PRINCE PT 1, 1R6540 & AS IN T61931 EXCEPT PT 29, 1R2495; PRINCE
EXCEPT FORFEITED MINING RIGHTS, IF ANY

SCHEDULE "B"

DESCRIPTION OF THE PREMISES

The Head Lease will cover the area of the Property currently leased to Subtenant together with the portions of Property occupied by Subtenant as of the Effective Date.



SCHEDULE "C"

SUBLEASE

[See Attached]

SCHEDULE "D"

PERMITTED ENCUMBRANCES

| | | |
|---------|------------|---|
| T61931 | 1964/03/26 | TRANSFER \$100 THE CORPORATION OF THE TOWNSHIP OF PRINCE REMARKS: SKETCH ATTACHED |
| 1R6540 | 1986/05/06 | PLAN REFERENCE |
| T266051 | 1986/05/15 | TRANSFER \$59,500 THE CORPORATION OF THE TOWNSHIP OF PRINCE |
| T390141 | 1997/09/29 | NOTICE OF LEASE THE CORPORATION OF THE TOWNSHIP OF PRINCE REMARKS: T266051 |
| T459376 | 2005/07/13 | NO CHNG ADDR INST REMARKS: T390141 |

SCHEDULE "E"
TENANT NOTIFICATION LETTER

Bell Mobility Inc.
5099 Creekbank Road, 6N
Mississauga, Ontario L4W 5N2
Attention: Real Estate Services

Re: Lease Agreement between Township of Prince and Bell Mobility Cellular Inc. dated May 28, 1996 with respect to a portion of the property municipally known as 3042 Second Line West, Prince Township, Ontario, P6A 6K4 ("Lease").

Dear Sir/Madam:

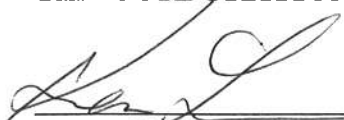
Effective as of _____, 2013 all rights of the undersigned in and to the Rents under the Lease were sold and assigned by the undersigned to AP WIRELESS INVESTMENTS ULC ("AP Wireless"). The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease.

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you under the Lease should be made payable to "AP WIRELESS INVESTMENTS ULC" subject to any further instructions you may hereafter receive from AP Wireless, and should be delivered to AP Wireless at 2 Bloor Street West, Suite 700, Toronto, Ontario, M4W 3R1. AP Wireless' GST registration number is 84701 0139 RT0001. Payments in respect of real property taxes and assessments should, to the extent payable by you under the Lease, be paid by you to the undersigned.

Any future communications regarding the Lease should be made as directed by AP Wireless. If you have any questions about the foregoing, please contact Ryan McGee at (858) 362-6003.

Sincerely,

THE CORPORATION OF THE TOWNSHIP OF PRINCE


Name: Ken Lamming
Reeve


Name: Peggy Greco
CAO/Administrator

