THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 06-08-308

BEING A BY-LAW TO ENTER INTO A LEASE WITH NORTH RENFREW TELEPHONE COMPANY LIMITED o/a NRTC COMMUNICATIONS

WHEREAS the Municipal Council of The Corporation of the Township of Laurentian Valley deems it appropriate to enter into a lease of lands owned by the municipality;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY ENACTS AS FOLLOWS:

1. That the Reeve and Chief Administrative Officer be authorized to enter into a lease agreement in the form attached hereto as Schedule “A” for the real property legally described as Part 1, Registered Plan 49R-10130, Part Lot 10 Concession 1, geographic Township of Pembroke, County of Renfrew and having approximate dimensions of 309 feet x 301 feet.

2. This by-law shall come into force and take effect upon the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 22nd DAY OF AUGUST, 2006

[Signatures]

Chief Administrative Officer  
Reeve

REREAD A THIRD TIME AND PASSED THIS 22ND DAY OF AUGUST 2006

[Signatures]

Chief Administrative Officer  
Reeve
Schedule 'A' to by-law Number 06-08-308

THIS INDENTURE made as of the 22nd day of August, 2006 in pursuance of the Short Forms of Leases Act.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY,  
460 Witt Road  
Pembroke, Ontario  
K8A 6W5

(hereinafter called the "Landlord")

-AND-

NORTH RENFREW TELEPHONE COMPANY LIMITED,  
o/a NRTC COMMUNICATIONS,  
P.O. Box 70,  
4 Stewart Street,  
Beachburg, Ontario  
K0J 1C0.

(hereinafter called the "Tenant")

OF THE FIRST PART

OF THE SECOND PART

IN CONSIDERATION of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the parties hereto agree for themselves, their personal representatives, heirs, and successors and permitted assigns, as follows:

1. Leased Site

The Landlord hereby leases to the Tenant the land legally described as, "Part 1, Registered Plan 49R-10130, Part Lot 10 Concession 1, geographic Township of Pembroke, County of Renfrew". This property is located on Wilson Road and has approximate dimensions of 309 feet x 301 feet. The said lands are outlined in red on a copy of the Plan of Survey dated July 12, 1990 attached hereto as Schedule "A" and are herein called the "Leased Site".

2. Term

To have and to hold the Leased Site for a period of twenty (20) years, commencing on September 1, 2006 and expiring on August 31, 2026 (the
3. Rent

The Tenant shall pay to the Landlord each year during the Term an annual rental in the amount of Three Thousand Dollars ($3,000) per annum in Canadian money in advance on the first day of September in each and every year during the Term.

The annual rental shall be adjusted every five (5) years by the Consumer Price Index (CPI) for the preceding five (5) year period. For greater clarity the dates of such adjustments shall be September 1, 2011; September 1, 2016; and September 1, 2021, with the CPI calculation date being August 1, 2006; August 1, 2011; August 1, 2016 and August 1, 2021.

4. Use

The Leased Site shall be used by the Tenant as a site for a communications tower and building and related equipment only.

5. Installations

The Tenant shall have the right to install, operate, maintain, modify and/or replace its equipment in connection with its use of the Leased Site, including without limitation the right to install, operate, maintain, modify and/or replace the following:

(a) the communications tower and building and related equipment on the Leased Site;

(b) a concrete support pad on the Leased Site;

(c) trench lines and/or pole lines from the tower on the Leased Site to Wilson and Drive-in Road;

(d) guy wires, anchored at points, and not beyond the Leased Site;

(e) fencing around the perimeter of the Leased Site and any other security systems or installations which the Tenant deems advisable on the Leased Site;
The Tenant shall have the option, but not the obligation, to remove any of the foregoing installations at any time during the Term and may at its option or shall if required by the Landlord to do so at the end of the Term, remove such installations, except for (b) above, which the Tenant may but shall not be obliged to remove.

6. Tenant's Obligations

The Tenant shall be responsible for all of the following:

(a) maintenance of the Leased Site and all equipment and structures erected by the Tenant thereon in a state of repair;

(b) the supply to the Leased Site of any utilities required for the Tenant's use, including, at the option of the Tenant, the installation of facilities for the supply of hydro;

(c) payment of realty taxes in respect of the Leased Site;

(d) payment of legal fees incurred by the Landlord in respect to finalizing this Lease;

(e) application for an entrance permit to the Leased Site.

7. Insurance and Indemnification

The Tenant agrees to maintain, with respect to the Leased Site and all property of the Tenant located thereon, such reasonable insurance coverage, including without limitation public liability coverage, as the Tenant deems necessary. The Landlord shall not be responsible for, and the Tenant shall hold the Landlord harmless and indemnified from any personal injury (including death) or property damage sustained by the Tenant or any employee, agent, contractor, invitee or licensee of the Tenant incurred upon the Leased Site, except for injury or damage which results from the fault of the Landlord or others for whom the Landlord is in law responsible.

8. Assignment, Subletting or Licensing by the Tenant

The Tenant shall be entitled to assign this lease or to sublet the Leased Site or to grant any license in respect thereof, without the Landlord's consent but on notice to the Landlord, provided any assignee, subtenant or licensee agrees in writing with the Landlord to comply with all the Tenant's obligations hereunder.
The Landlord shall have the right to sell, transfer, lease or otherwise dispose of the Lands, including the reversion in the Leased Site, subject to the rights of the Tenant under the Lease.

9. **Landlord's Remedies**

Proviso for re-entry by the Landlord on non-payment of rent or non-observance of covenants.

10. **Quiet Enjoyment**

The Landlord covenants with the Tenant for quiet enjoyment.

11. **No Interference with Transmissions**

If at any time during the Term, there arises any continuing interference, in the opinion of the Tenant's engineer, with the transmissions to or from the tower, which interference originates outside the Leased Site, the Tenant may terminate this Lease on six month's written notice.

12. **Overholding**

Should the Tenant hold over after the end of the Term and the Landlord thereafter accepts rent for the Leased Site, the Tenant shall hold the Leased Site as a monthly tenant only, but subject in all other respects to the terms and conditions of this lease.

13. **Right of Termination**

The Tenant and the Landlord shall each have the right, at any time during the Term or any renewal or extension thereof, to terminate this lease upon not less than six (6) months prior written notice to the other party.

14. **Notice**

Any notice provided for in this lease shall be effectively given by personal delivery or by prepaid registered mail to the following addresses:

To the Landlord:
Township of Laurentian Valley, 
460 Witt Road, 
Pembroke, Ontario 
K8A 6W5. 
Attn: C.A.O.

To the Tenant: 
North Renfrew Telephone Company Limited o/a NRTC Communications, 
P.O. Box 70, 
4 Stewart Street, 
Beachburg, Ontario 
K0J 1C0. 
Attention: President

Or at such other address as either party may from time to time designate in writing to the other. Every such notice shall be deemed to have been given upon the fifth (5th) day following the date on which it was so mailed (excluding Saturdays, Sundays, holidays and days on which regular postal service is suspended or interrupted for any reason) or on the day on which it was delivered.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

Per: ______________________________
Name: Jack Wilson, Reeve,

Per: ______________________________
Name: Darrel Ryan, C.A.O.

NORTH RENFREW TELEPHONE COMPANY LIMITED 
o/a NRTC COMMUNICATIONS

Per: ______________________________
Name: ____________________________
Title: ____________________________

A.S.O.