

LEASE

Made the 1st day of December, 2019.

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Landlord")

- and -

Vianet
(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant (in this Lease the Landlord and the Tenant are sometimes collectively referred to as the "Parties") have agreed to enter into a Lease of a portion of space on the Landlord's water tower (the "Space on the Tower") located in the Town of Fort Frances, District of Rainy River, which Space on the Tower is shown outlined in red on sketch attached to and forming part of this Lease as Schedule "A".

1. GRANT OF LEASE

- (1) Subject to the conditions and in accordance with the covenants, obligations and agreements herein, the Landlord leases the Space on the Tower to the Tenant:
 - (a) at the Rent set forth in Section 2; and
 - (b) for the Term set forth in Section 3.
- (2) It is acknowledged by the Parties that:
 - (a) the Space on the Tower is leased to the Tenant pursuant to this Lease on an "as is" basis, without warranty or representation as to fitness or suitability for the Tenant's purposes or otherwise; and
 - (2) there are others utilizing space on the Tower pursuant to arrangements with the Landlord. The Tenant shall ensure that its use of the Space on the Tower in such a manner so as not to disrupt the use and enjoyment of such others are making of the space such others are utilizing pursuant to such arrangements. For example, but without limitation:
 - (i) the Amateur Radio Club have certain electronic and broadcasting and other equipment on the Tower;
 - (ii) the Tenant shall ensure that its use of the Space on the Tower shall not in any way cause disruption of the broadcasting and/or the sending or receiving of communications and/or any equipment of the Amateur Radio Club, or otherwise.

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and shall be deemed to include, without limitation, Additional Rent.

- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
- (a) the Tenant shall pay to the Landlord for the next five (5) years of the Term, the sum of \$3,498.45 (and in addition the Tenant shall pay to the Landlord Harmonized Sales Tax ("HST") thereon) per annum, payable monthly in advance in equal installments of \$291.54 (and in addition the Tenant shall at the same time monthly pay the Landlord HST thereon) on the 1st day of each and every month during the Term, the first payment to be made on the 1st day of December.
- (3) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Space on the Tower whatsoever other than charges of a kind personal to the Landlord:
- (a) and to effect the said intention of the parties, the Tenant shall pay, without limitation, the following expenses (all of which shall be invoiced to and paid by the Tenant directly) related to the Space on the Tower as Additional Rent:
- (i) any business taxes and licenses;
- (ii) services supplied to the Space on the Tower, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
- (iii) Tenant's insurance premiums; and
- (iv) any taxes imposed on the Tenant or the Landlord respecting the Rent or required to be charged by the Landlord to the Tenant on or with respect to the Rent or otherwise, including, without limitation, HST thereon.
- (b) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses, costs, impositions, and charges payable by the Tenant as provided for herein.
- (4) All payments to be made by the Tenant to the Landlord pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 11 or to such other place as the Landlord may from time to time direct in writing.
- (5) All Rent in arrears and all sums paid by the Landlord for costs or charges incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime rate ("Prime Rate") of the Landlord's bank (the "Bank") plus two (2) per cent per annum. "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.
- (6) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made by the Tenant without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of amounts owing and shall not prejudice the Landlord's right to recover any Rent owing, or any other rights the Landlord may have whether pursuant to the terms of the Lease, by statute, or otherwise.

3. TERM AND POSSESSION

- (a) The Tenant shall, except as otherwise provided in this Lease and in particular, but without limitation, Section 3(b) thereof, have possession of the Space on the Tower for a period (the "Term") of five (5) years, commencing on the 1st day of December, 2019 and ending on the 30th day of November 2024.

It is acknowledged and agreed by the Parties that they contemplate that the Lease will be extended and one option the Parties have discussed in this regard would be, for example, to renew the Lease for a further period of one year. On any such renewal, it is contemplated that there would be a negotiated increase in the Rent.

- (b) Notwithstanding anything contained in this Lease to the contrary, either Party may, at any time during the Term, terminate this Lease upon giving the other Party 90 days written notice of its intention to do so.

4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease, or any interest in it, or sublet the whole or any part of the Space on the Tower, or part with possession with all or any part of the Space on the Tower, unless it first obtains the consent of the Landlord in writing, which consent may not be unreasonably withheld.

The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario or otherwise which would allow the Tenant to assign this Lease or sublet the Space on the Tower without the Landlord's consent.

- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.
- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Space on the Tower shall not relieve the Tenant from its obligations under this Lease, including, without limitation, the obligation to pay Rent and Additional Rent as provided for herein.
- (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation, then:
- (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 8(2) of this Lease and any other remedies available in law; and
 - (c) the Tenant shall make available to the Landlord or its authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE**(1) During the Term of this Lease:**

- (a)** the Space on the Tower shall not, without the express consent of the Landlord given in writing, be used for any purpose other than for the placement of an antenna and other equipment (hereinafter sometimes referred to as the "Tenant's Equipment") described in **Schedule "B"** attached to and forming part of this Lease, for the purpose of acting as a link for an internet service provider and other purposes as may be related thereto.

It is acknowledged and agreed by the Parties that the method of installation of the Tenant's Equipment is and shall be as set out in **Schedule "C"** attached to and forming part of this Lease. Any deviation therefrom must be, prior to such deviation being carried out, approved by the Landlord in writing.

- (b)** the Lessee shall comply with the provisions of any federal, provincial, or municipal, laws, regulations, by-laws, orders or otherwise at any time or from time to time during the Term affecting, the Space on the Tower or any part thereof and/or the business being carried on by the Tenant.
- (c)** the Tenant covenants to indemnify, keep indemnified and save harmless, the Landlord and its agents, heirs, executors, administrators, estate trustees, successors, assigns, employees and other representatives, or any of them, (hereinafter in this Section 5(1)(c) collectively sometimes referred to as the AOwner), from and against all claims, demands, costs, suits, actions or proceedings, causes of action, loss, damage, expense or injury, including death, of any nature or kind whatsoever, resulting from, caused by, or in any manner connected with the Tenant's use or occupation of the Space on the Tower or the exercise by the Tenant of any right granted herein, or which would not have happened but for the existence of this Lease, and the Tenant does hereby waive, release and forever discharge the Owner from all claims, demands, costs, suits, actions or proceedings, causes of action, loss, damage, expense, or injury, including death, of any nature or kind whatsoever which the Tenant has or hereafter shall or may have, resulting from, caused by, or in any manner connected with the Tenant's use or occupation of the Space on the Tower or the exercise by the Tenant of any right granted herein, or which would not have happened but for the existence of this Lease, provided that the indemnity and release herein shall not apply if a Court of competent jurisdiction has ruled that such claims, demands, costs, suits, actions, or proceedings, causes of action, loss, damage, expense or injury, including death, of any nature or kind whatsoever are attributable to acts of the Owner in deliberate or reckless disregard for the rights granted herein.

(2) The Tenant shall not do or permit to be done at the Space on the Tower anything, which may:

- (a)** constitute a nuisance;
- (b)** cause damage to the Tower;
- (c)** cause injury or annoyance to other occupants of the Tower and/or any space therein or thereon;
- (d)** make void or voidable any insurance upon the Tower; or
- (e)** constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other authority having jurisdiction.

(3) The Tenant shall immediately given written notice to the Landlord of any damage that occurs to the Space on the Tower from any cause.

- (4) (a) In the event that the Tenant's Equipment and/or operation thereof interferes with any existing and/or future equipment installed by the Landlord as verified in accordance with Section 5(4)(b) of this Lease, the Landlord may elect to have some or all of the Tenant's operations suspended until the Tenant, at the Tenant's sole expense, rectifies the interference to the satisfaction of the Landlord, failing which the Landlord may, in its sole discretion, require the Tenant to remove the offending Tenant's Equipment until such time as such problem is rectified to the satisfaction of the Landlord.
 - (b) If the Tenant's Equipment becomes a suspected source of interference with any existing or future equipment or operation of the Landlord, the Tenant shall forthwith attempt to determine the source of the interference and provide its full co-operation to the Landlord in this regard. If the source of interference is found to be caused by the Tenant's Equipment and/or operation of the Tenant's Equipment, the Landlord may take all action in accordance with Section 5(4)(a) preceding.
 - (c) It may be that, at some time in the future, others may wish to rent space on the Tower. What must be achieved between all who rent space on the Tower is to ensure that their equipment or actions or operations (herein such equipment or actions or operations is collectively sometimes referred to as "Operations") of one do not cause problems for the others. In keeping with this objective, all who rent space on the Tower, including the Tenant, must co-operate to ensure that any problems are resolved as soon as they arise. Therefore, others who may rent space on the Tower in the future, if any, must ensure that their Operations do not cause problems for the Tenant; once the Operations of such others are in place, the Tenant must, as well, ensure that any changes it may make to its Equipment or Operations does not thereafter cause problems for such others. The Parties agree that if problems arise, they shall work at all reasonable haste to identify the cause of such problems and resolve it as quickly as absolutely possible
- (5) At times and from time to time the Tenant may need to (for various reasons such as, for example, installation or repair of the Tenant's Equipment) attend, with or without employees and/or others (hereinafter such employees and/or others are collectively sometimes referred to as the "Tenant's Representatives"), at the Space on the Tower. Whenever the Tenant and/or the Tenant's Representatives wish or need to attend at the Space on the Tower, the following procedure and requirements shall be followed unless otherwise agreed by the Landlord in writing:
 - (a) except in the case of emergency, the Tenant shall give, to the Landlord and others utilizing space on the Tower pursuant to arrangements with the Landlord, 24 hours notice of the Tenant and/or the Tenant's Representatives wish or need to attend at the Space on the Tower;
 - (b) the Tenant shall not, in any event, seek to attend on the Space on the Tower, nor to in any manner climb the Tower to reach the Space on the Tower, without the Landlord and/or a Landlord's employee and/or other representative being present at all times;
 - (c) the Tenant shall pay to the Landlord the following amounts for the services described in Section 5(5)(b) above:
 - (i) no charge for the initial installation (which initial installation is anticipated to take approximately a day or two or thereabouts), nor for the first 6 hours per year during normal working hours (7:30 a.m. to 4:00 p.m. Monday through Friday and excepting holidays as per union agreement), no charge;

- (ii) for any time after such first 6 hours per year during normal working hours that the Landlord and/or a Landlord's employee and/or other representative is present at the Tower and/or the Space on the Tower pursuant to this Section 5(5) of this Lease, the union rate for such Landlord employee as per fee schedule.
 - (iii) for any time outside of normal working hours (outside of normal working hours being any time other than 7:30 a.m. to 4:00 p.m. Monday through Friday and excepting holidays as per union agreement) that the Landlord and/or a Landlord's employee and/or other representative is present at the Tower and/or the Space on the Tower pursuant to this Section 5(5) of this Lease, the union rate for such Landlord employee at overtime rates as per union agreement; and
- (d) such others utilizing space on the Tower pursuant to arrangements with the Landlord are entitled to attend at the Space on the Tower during any such time if the Landlord permits it.
- (6) The Landlord agrees (except in the case of emergency) to require of others utilizing space on the Tower pursuant to arrangements with the Landlord, that such others give, to the Tenant, 24 hours notice of such other's, and/or such other's employees' and/or representatives', wish or need to attend on the Tower and the Tenant shall be entitled to attend at the Space on the Tower during any such time with the permission of the Landlord, which permission shall not be unreasonably withheld.
- (7) Safety harnesses are needed to climb to the Space on the Tower. The Landlord only has 2 such safety harnesses. One of these, at least, will be needed for the purposes of the Landlord and the Landlord's employee and/or other representative for, among other things, Section 5(5)(b) of this Lease. The other harness can be used (providing it is then available), by the Tenant and/or the Tenant's Representatives at the Tenant's sole risk, to attend at the Space on the Tower. If more harnesses than the Landlord has available for use are, for whatever reason, required by the Tenant or others for the purposes of the Tenant or others, the Landlord shall not be obligated to supply extra harnesses; the Tenant and/or others shall be required to obtain any such extra harnesses or otherwise on their own at their own cost.

6. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Space on the Tower the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
 - (a) before undertaking any alteration or addition the Tenant shall advise the Landlord in writing of the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has consented in writing to such alterations or additions (which approval shall not be unreasonably withheld); and
 - (b) any and all alterations or additions to the Space on the Tower made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Space on the Tower are located, and with all other statutes, laws, orders or regulations of any other authority having jurisdiction.
- (2) All alterations and additions to the Space on the Tower made by or on behalf of the Tenant, unless otherwise agreed by the Parties in writing, shall immediately become the property of the Landlord without compensation to the Tenant.

execution by any of its creditors; or

- (d) the Tenant is placed in receivership or makes an assignment for the benefit of its creditors or, becoming bankrupt or insolvent, takes the benefit of, becomes subject to or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or becomes subject to actual or potential winding-up, dissolution or liquidation; or
 - (e) any insurance policy insuring the Space on the Tower is cancelled, revoked or refused by reason of the Tenant's use or occupation of the Space on the Tower; or
 - (f) the control of the Tenant in any way changes at any time during the Term without the prior written consent of the Landlord; or
 - (g) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Space on the Tower; or
 - (h) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Space on the Tower, or by reason of non-payment of premiums; or
 - (i) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current month's rent together with the next three months' rent shall become due and payable immediately; and
 - (b) the Landlord shall, in addition to and without prejudice to any other remedy available to the Landlord in law or equity, have the right to terminate this Lease and to re-enter the Space on the Tower and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Space on the Tower prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease to the Landlord.
- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario or otherwise, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears:
- (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the

Landlord's right to levy distress against the Tenant's property.

- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Space on the Tower, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs and any expenses, legal or otherwise, incurred by the Landlord in so doing, as Rent.
- (6) If, when an Act of Default has, occurred, the Landlord chooses to waive its right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent its exercising its remedies with respect to a subsequent Act of Default. Further, no covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

9. TERMINATION UPON NOTICE AND AT END OF TERM

If the Tenant remains in possession of the Space on the Tower after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Space on the Tower from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

10. ENCUMBRANCES

The Tenant shall not mortgage or otherwise encumber or permit to be encumbered the whole or any part of the Space on the Tower or the Tenant's interest therein without the approval of the Landlord, which approval may be unreasonably withheld.

11. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given:

To the Landlord at:

320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Clerk

To the Tenant at:

240 First Street East
Fort Frances, Ontario
P9A 1K5

Attention: John Ducharme

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

17. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the Space on the Tower forms a part without the prior written consent of the Landlord.

18. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) This Lease shall enure to and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.
- (4) It is agreed that there are no representations, warranties, collateral agreements or conditions affecting this Lease other than as expressed herein in writing.
- (5) All of the terms of this Agreement are severable from each other and shall survive the invalidity and/or unenforceability of any other term of this Lease.
- (6) If any provision of any statute, law, or otherwise of any jurisdiction invalidates or voids this Lease, or any part thereof, it is the intention of the parties that each such provision of this Lease shall be construed as a separate contract under ordinary contract law and enforceable as such.

IN WITNESS WHEREOF the Parties have executed this Lease.

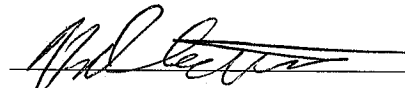
The Corporation of the Town of Fort Frances

Per: _____
Mayor

Per: _____
Clerk

I/WE HAVE AUTHORITY TO BIND THE CORPORATION.


Witness


Per: WILL GASTEIGER

I/WE HAVE AUTHORITY TO BIND THE CORPORATION.