

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2021 – 13**

**Being a By-law to authorize Spectrum Telecom Group Ltd. (Spectrum Group) to erect three self-support communication tower structures in the Ahmic Lake area.**

**WHEREAS** the Council of the Corporation of the Municipality of Magnetawan held a Public Consultation Meeting regarding the Proposed Ahmic Internet Tower Project on March 17, 2021 to solicit public input;

**AND WHEREAS**, the Council of the Corporation of the Municipality of Magnetawan deems it is in the best interest of the inhabitants of the community to authorize the use of unopened municipal road allowance for the erection of three self-support communication tower structures on sections of unopened road allowances listed below:

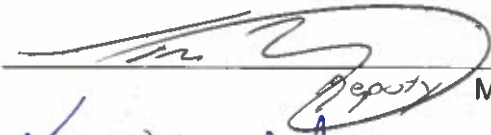
1. Ahmic Harbour: Lat 45.6578, Long -79.7732, height 184 foot  
Description Unopened road allowance section between Lot 23 Concession 8 and Lot 23 Concession 9, PIN52086-0319
2. Cedar Croft: Lat 45.6358, Long -79.7091, height 184 foot  
Description Unopened road allowance section between Lot 14 Concession 4 and Lot 14 Concession 5, PIN52084-0341
3. Rosskopf Site: Lat 45.6235, Long -79.6110, height 110 foot  
Description Unopened road allowance section between Lot 81 Concession B and Lot 84 Concession B, PIN52080-0571


**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. That the Mayor and Clerk be authorized to execute any agreement for this project that may be necessary on behalf of the Municipal Corporation.
2. That the Clerk is authorized to execute the letter of concurrence on behalf of the Municipality.
3. That this By-law takes effect once adopted.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 17th day of March 2021.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

  
Deputy Mayor

  
CAO/Clerk

**THIS AGREEMENT** made in duplicate this 29<sup>th</sup> day of March, 2021

**BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**  
(hereinafter referred to as the "Licensor").

**OF THE FIRST PART**

**AND: SPECTRUM TELECOM GROUP LTD.**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART**

**TELECOMMUNICATIONS LICENSE SITE AGREEMENT**

**Site: STG071, Rosskopf**  
Nipissing Road South at Rosskopf Road  
Municipality of Magnetawan  
District of Parry Sound

**WHEREAS** the Licensee wishes to provide its "**NETSPECTRUM**" wireless broadband Internet service to the general public and its business clients located in the southern portion of Ahmic Lake and surrounding areas within the Municipality of Magnetawan.

**AND WHEREAS** the Licensor agrees to grant rights to the Licensee to allow the construction and ongoing operation of a self-support tower structure, with associated radio communication system, to be established on a municipally owned, unopened road allowance located near Nipissing Road South and Rosskopf Road in the Township of Chapman, Municipality of Magnetawan.

**AND WHEREAS** the Licensor agrees to grant additional rights to the Licensee to allow the installation of an associated telecommunications equipment shelter on the same property.

**NOW THEREFORE**, in consideration of good and valuable compensation, the receipt of which the Licensor acknowledges, and the mutual covenants set out below, the Licensor and Licensee (collectively referred to herein as the **Parties**) agree as follows:

1. **LICENSED SITE:** The Licensor hereby grants the Licensee the right to install and operate a telecommunications tower, an equipment shelter, various radio communication systems, and associated materials on the Licensor's property located on a **portion of unopened road allowance between Lot 84,**

**Concession B, Chapman (in the Municipality of Magnetawan), and Lot 81, Concession B, Ryerson (referred to hereinafter as the Site).**

Land comprised of a cleared area of approximately 244 square metres (800 square feet) on the property, as described on Schedule A, to accommodate the installation of a 33.5 meter (110-foot), self-support telecommunications tower located on the property, a profile of which is shown on Schedule B, together with the non-exclusive rights of unrestricted access thereto. Equipment and other materials associated with the delivery of various Internet telecommunication services will be installed on the tower as well as inside the shelter.

2. **COMPENSATION** for the Licensee's use of the land will be in the form of one (1) complementary wireless Internet service connection to be extended to the Municipal Fire Hall located at 81 Albert Street in the Community of Magnetawan. The associated subscriber service equipment required to receive the above service will be provided and installed by the Licensee at no cost to the Licensors in a manner agreed upon by the Parties (subject to the conditions set forth in Article 16).
3. **HYDRO** energy required for the operation of the telecommunications facilities shall be the sole responsibility of the Licensee with electrical consumption determined by a separate meter with direct invoices from the local utility as applicable. The cost of extending a hydro line to the Site shall be borne by the Licensee.
4. **SITE ACCESS:** The Licensee shall, in the area so designated on the attached Schedule "A", have 24-hour, 7 day a week access to the Site and is permitted to use the road allowance for access to the Site. The access road (or driveway) to the Site shelter or equipment cabinets will be constructed by the Licensee within the boundaries of the road allowance and be maintained by the Licensee to allow unrestricted access to the Site. Also included are the non-exclusive rights of unrestricted access for the connection (aerial or underground) to the appropriate hydro, fibre optic, and telephone facilities.
5. **TERM:** An initial Term of 10 years, beginning on the "Commencement Date", shall apply.
6. **Commencement Date:** For the initial Term, a Commencement Date of June 1<sup>st</sup>, 2021 shall apply.
7. **EXTENSION** of the initial Term of this Agreement may be granted to the Licensee for two (2) additional five-year extension periods. Unless notified in

9

writing to the contrary by either party, the agreement will automatically renew after the initial or any subsequent term.

8. **SITE USE:** Use of the Site and access rights by the Licensee shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, and operating, at its sole expense, telecommunications tower, equipment-shelter facilities, and associated equipment for the provision of telecommunication service. Where applicable, the Licensee may connect its equipment and provide telecommunications service by cables and wires to the equipment of other occupants at the Site. Under the terms of this Agreement, other activities and uses of the Site that are not consistent with the construction, maintenance, and ongoing operation of the tower and shelter facility are not permitted including, but not limited to, camping, hunting, and the use of firearms.
9. **EQUIPMENT,** towers, shelter, cabinets, pedestals, antennas, and mounts shall remain the property of the Licensee and shall be removed by the Licensee upon expiration or termination of this agreement and the Site will be restored to its original condition, reasonable wear and tear excepted.
10. **NOTICES** shall be in writing and sent by mail, postage prepaid, deemed received 5 days after mailing or by email or facsimile transmission, deemed received on the date transmitted, to the address or telecopy number of the party set forth below.
11. **ASSIGNMENT** of this Agreement or subletting of all or part of the Site by the Licensee may be made to any corporate affiliate or principal lenders of a purchaser of part or all of the Licensee's assets. Upon obtaining permission from the Licensor, the Licensee may permit use of all or any portion of the tower or shelter by other entities consistent with the uses permitted herein. Permission to allow the tower to be used by other entities shall not be unreasonably withheld by the Licensor.
12. **TERMINATION:** After the Site has been fully constructed, termination of this Agreement may be exercised by the Licensee at any time on twelve (12) months' notice without further liability if the Licensee cannot obtain all necessary rights and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility or, if any such right or approval is cancelled, expires or is terminated, or if for any other bona fide reason (e.g. interference with the Licensee's signals, damage or destruction, Site decommissioning) the Licensee determines that it will be unable to use the Site for its intended purpose. If the Licensee defaults under this Agreement, and such default is not being diligently remedied within 90 days after notice (force majeure



excepted), the Licensor may terminate this agreement upon twelve (12) months' written notice.

13. **INDEMNITY:** The Licensee shall indemnify and hold the Licensor harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Site by the Licensee. The Licensee shall maintain during the Term and any extensions, public liability, and property damage insurance coverage of not less than \$5,000,000.

Upon request of the Licensor, and thereafter upon renewal of the insurance policy, the Licensee shall provide to the Licensor evidence of such insurance having been obtained and maintained in the form of a certificate of insurance with the Licensor listed as additional insured.

Notwithstanding anything to the contrary herein, the Licensor shall have no liability or responsibility whatsoever for any loss or damage to the Licensee's personal property maintained on the Site that is caused by third parties, and the Licensee indemnifies and holds the Licensor harmless from and against any claims, costs, liabilities, and damages whatsoever, or howsoever caused in respect of any personal injuries (including death) suffered or incurred by the Licensee's employees or contractors while on the Licensor's property.

14. **HAZARDOUS SUBSTANCES:** The Licensor represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic, or dangerous in any applicable federal, provincial, or local law or regulation. The Licensee shall not introduce or use any such substance on the tower Site in violation of any applicable law, or which may contribute to contamination of surface or subsurface ground water.

15. **MISCELLANEOUS:**

a) The Licensee, upon providing service specified as compensation, shall have quiet possession of the Site. The Licensor shall not cause or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Licensee from the Site. The Licensee shall have 24-hour, 7 day a week access to the Site subject to the Licensor's reasonable security requirements.

b) The Licensor shall assist and co-operate with the Licensee in obtaining local authority approvals for the Licensee's permitted uses. This Agreement will be considered valid and in full force and effect if the Licensee can obtain the concurrence (for the Site's intended use) from the designated Land Use Authority for the area.

The Licensor shall maintain, and the Licensee shall use the Site in compliance with all applicable laws, by-laws, rules, and regulations of the appropriate jurisdictions pertaining to the environment, health welfare, and occupational safety.

②

- c) If the Licenser wishes to have any of the Licensee's infrastructure that is installed on the Site (under the terms of the agreement herein) moved, altered, or relocated for whatever reason, then the Licenser must obtain the consent of the Licensee and the Licenser shall cover the cost and expense of the approved change. The Licenser will not be held responsible for the cost of any infrastructure modification initiated by the Licensee or a third party that may be necessary to accommodate any future requirements or to comply with any applicable laws, by-laws, rules, or regulations.
- d) The Licensee shall have exclusive right to operate a telecommunications facility at the Site during the Term and all extensions.
- e) The Licenser and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind the Licenser accordingly.
- f) This agreement contains all agreements, promises, and understandings between the Licenser and the Licensee. All future plans shall become schedules and form part of this agreement.
- g) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the Licenser and the Licensee.
- h) The Licenser shall permit the Licensee or its contractor's full access to the Site, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the Site, provided the Licensee shall repair any damage caused by any tests or inspections.
- i) This agreement shall be governed by the laws of the Province of Ontario. Invalid provisions are severable and do not impair the validity of the balance of this agreement. The Licenser agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.
- j) A Short Form Lease, Notice of Lease, or caveat may be registered on title at Licensee's expense.
- k) For anti-climb security, the tower shall be surrounded by a chain-link style security fence, or by some other form of anti-climb device that is acceptable to the Parties, to help to prevent unauthorized access to the tower structure.

**16. ADDITIONAL PROVISIONS:**

- a) The location the Licenser designates to receive the Internet service connection, as referenced in Article 2, must be approved by the Licensee and be within the established wireless coverage footprint established by the Licensee, (using one or more established service distribution sites) within the Municipality. The service will be made available to the Licenser on or about the time service is turned up and generally made available to the public. These services do not include the cost of any support masts or



towers that may be required to acquire the wireless service. The Licensor shall bear the cost of any such mast or tower.

- b) Notwithstanding the terms of clause 16 a), if the Licensor chooses to receive the Internet service at the location identified in Article 2, no such mast or tower will likely be required, and any support mast or structure (if necessary) will be provided at the Licensee's expense.
- c) Upon installation of the Internet services provided under the terms of the Agreement herein, the Licensor will be required to comply with terms and conditions as set forth in the NetSpectrum published "Acceptable Use Policy" which can be found at NetSpectrum's web site: <http://www.netspectrum.ca>. The purpose of this AUP is to encourage fair and responsible use of the Internet resources provided and to discourage activities that may tend to degrade the overall usability of network resources and infrastructure.

17. **Contacts:**

The Licensor:

Corporation of the Municipality of Magnetawan

4304 Highway #520

P.O. Box 70

Magnetawan, ON P0A 1P0

Telephone No. (705) 387-3947

Email: [info@magnetawan.com](mailto:info@magnetawan.com)

The Licensee:

Spectrum Telecom Group Limited

Attn: President & CEO

505 Froid Road

Sudbury Ontario P3C 5A2

Telephone No. (705) 673-6661

Facsimile No. (705) 673-0957

Email: [ghatton@spectrumtelecom.ca](mailto:ghatton@spectrumtelecom.ca)

(HST Number: 84426 5298 RT0001)

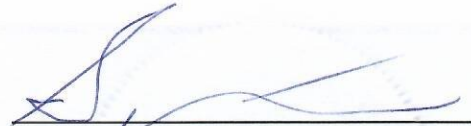
**SIGNATURES ON THE FOLLOWING PAGE:**



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

*Licensor:*

**The Corporation of the Municipality of Magnetawan**

  
Sam Dunnett - Mayor


  
Kerstin Vroom - CAO/Clerk

Dated this 29<sup>th</sup> day of March 2021.

We have authority to bind the corporation.

*Licensee:*

**Spectrum Telecom Group Ltd.**

  
Jason Bionda  
Vice President Broadband Division

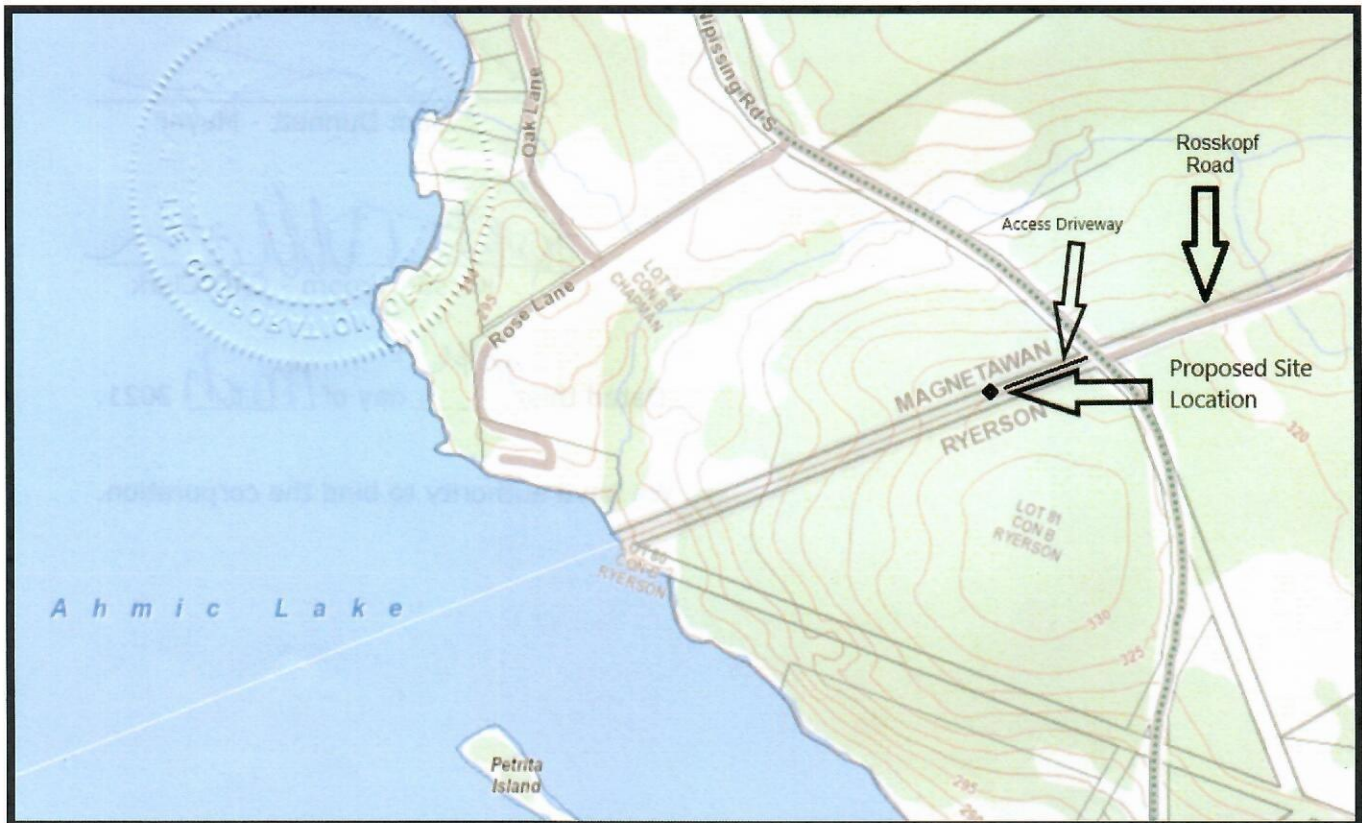
Dated this 7 day of APRIL, 2021.

I have authority to bind the corporation.

  
Witness: (to the signature of J. Bionda)

(Schedules "A" and "B" attached)

**Rosskopf Road Tower Site Location**



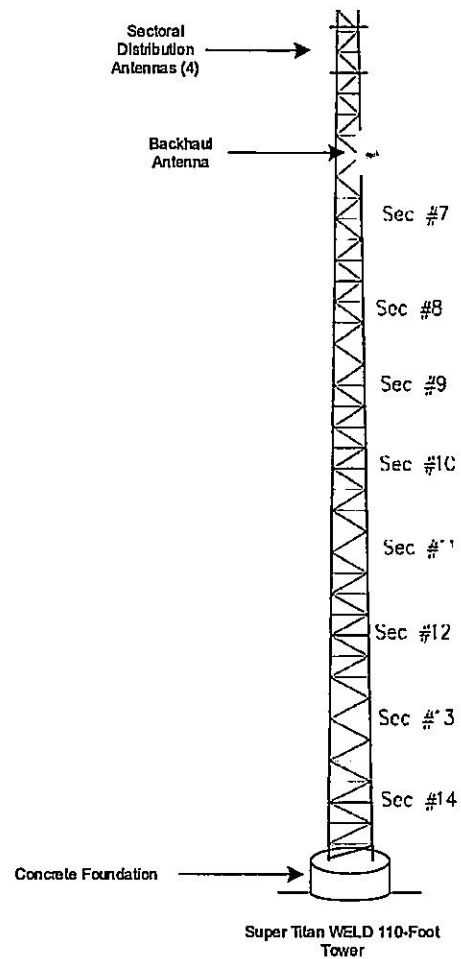
**Site coordinates: Lat 45.6235 °; Long. -79.6110°**

**Elevation: 1,066 feet (325 metres) AMSL (approximate)**

**Tower Height: 110 feet (33.5 metres) AGL**

**Property Identifier: PIN 52080-0571**

Profile for  
Rosskopf Tower



Note: The configuration and mounting of antennas on the tower mast may not be exactly as shown.

Not to scale



TITLE	Proposed Tower Profile	DRAWN BY	WPL	DATE	12/15/20
DESCRIPTION	Rosskopf Super Titan Tower Profile				



**THIS AGREEMENT** made in duplicate this 29<sup>th</sup> day of March, 2021

**BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**  
(hereinafter referred to as the "Licensor").

**OF THE FIRST PART**

**AND: SPECTRUM TELECOM GROUP LTD.**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART**

**TELECOMMUNICATIONS LICENSE SITE AGREEMENT**

**Site: STG070, Cedar Croft**  
Side Road 15 & 16 N  
Municipality of Magnetawan  
District of Parry Sound

**WHEREAS** the Licensee wishes to provide its "**NETSPECTRUM**" wireless broadband Internet service to the general public and its business clients located in the Cedar Croft area of Ahmic Lake in the Municipality of Magnetawan.

**AND WHEREAS** the Licensor agrees to grant rights to the Licensee to allow the construction and ongoing operation of a self-support tower structure, with associated radio communication system, to be established on a municipally owned unopened road allowance located near Side Road 15 & 16 North in the Township of Croft, Municipality of Magnetawan.

**AND WHEREAS** the Licensor agrees to grant additional rights to the Licensee to allow the installation of an associated telecommunications equipment shelter on the same property.

**NOW THEREFORE**, in consideration of good and valuable compensation, the receipt of which the Licensor acknowledges, and the mutual covenants set out below, the Licensor and Licensee (collectively referred to herein as the **Parties**) agree as follows:

1. **LICENSED SITE:** The Licensor hereby grants the Licensee the right to install and operate a telecommunications tower, an equipment shelter, various radio communication systems, and associated materials on the Licensor's property located on **part of unopened road allowance between Lot 14, Concession**





**4, Croft and Lot 14, Concession 5, Croft**, in the Municipality of Magnetawan (referred to hereinafter as the **Site**).

Land comprised of a cleared area of approximately 553 square metres (1,815 square feet) on the property as described on Schedule A to accommodate the installation of a 56.1 meter (184-foot), self-support telecommunications tower located on the property, a profile of which is shown on Schedule B, together with the non-exclusive rights of unrestricted access thereto. Equipment and other materials associated with the delivery of various Internet telecommunication services will be installed on the tower as well as inside the shelter.

2. **COMPENSATION** for the Licensee's use of the land will be in the form of one (1) complementary wireless Internet service connection to be extended to the community's municipal office located at 4304 Highway #520 in the Municipality of Magnetawan. The associated subscriber service equipment required to receive the above service will be provided and installed by the Licensee at no cost to the Licensor in a manner agreed upon by the Parties (subject to the conditions set forth in Article 16).
3. **HYDRO** energy required for the operation of the telecommunications facilities shall be the sole responsibility of the Licensee with electrical consumption determined by a separate meter with direct invoices from the local utility as applicable. The cost of extending a hydro line to the Site shall be borne by the Licensee.
4. **SITE ACCESS:** The Licensee shall, in the area so designated on the attached Schedule "A", have 24-hour, 7 day a week access to the Site and is permitted to use the road allowance for access to the Site. The access road (or driveway) to the Site shelter or equipment cabinets will be constructed by the Licensee within the boundaries of the road allowance and be maintained by the Licensee to allow unrestricted access to the Site. Also included are the non-exclusive rights of unrestricted access for the connection (aerial or underground) to the appropriate hydro, fibre optic, and telephone facilities.
5. **TERM:** An Initial Term of 10 years, beginning on the "Commencement Date", shall apply.
6. **Commencement Date:** For the initial Term, a Commencement Date of June 1<sup>st</sup>, 2021 shall apply.
7. **EXTENSION** of the initial Term of this Agreement may be granted to the Licensee for two (2) additional five-year extension periods. Unless notified in



writing to the contrary by either party, the agreement will automatically renew after the initial or any subsequent term.

8. **SITE USE:** Use of the Site and access rights by the Licensee shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, and operating, at its sole expense, telecommunications tower, equipment-shelter facilities, and associated equipment for the provision of telecommunication service. Where applicable, the Licensee may connect its equipment and provide telecommunications service by cables and wires to the equipment of other occupants at the Site. Under the terms of this Agreement, other activities and uses of the Site that are not consistent with the construction, maintenance, and ongoing operation of the tower and shelter facility are not permitted including, but not limited to, camping, hunting, and the use of firearms.
9. **EQUIPMENT,** towers, shelter, cabinets, pedestals, antennas and mounts shall remain the property of the Licensee and shall be removed by the Licensee upon expiration or termination of this agreement and the Site will be restored to its original condition, reasonable wear and tear excepted.
10. **NOTICES** shall be in writing and sent by mail, postage prepaid, deemed received 5 days after mailing or by email or facsimile transmission, deemed received on the date transmitted, to the address or telecopy number of the party set forth below.
11. **ASSIGNMENT** of this Agreement or subletting of all or part of the Site by the Licensee may be made to any corporate affiliate or principal lenders of a purchaser of part or all of the Licensee's assets. Upon obtaining permission from the Licensor, the Licensee may permit use of all or any portion of the tower or shelter by other entities consistent with the uses permitted herein. Permission to allow the tower to be used by other entities shall not be unreasonably withheld by the Licensor.
12. **TERMINATION:** After the Site has been fully constructed, termination of this Agreement may be exercised by the Licensee at any time on twelve (12) months' notice without further liability if the Licensee cannot obtain all necessary rights and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility or, if any such right or approval is cancelled, expires or is terminated, or if for any other bona fide reason (e.g. interference with the Licensee's signals, damage or destruction, Site decommissioning) the Licensee determines that it will be unable to use the Site for its intended purpose. If the Licensee defaults under this Agreement, and such default is not being diligently remedied within 90 days after notice (force majeure



excepted), the Licensors may terminate this agreement upon twelve (12) months' written notice.

13. **INDEMNITY:** The Licensee shall indemnify and hold the Licensors harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Site by the Licensee. The Licensee shall maintain during the Term and any extensions, public liability, and property damage insurance coverage of not less than \$5,000,000.

Upon request of the Licensors, and thereafter upon renewal of the insurance policy, the Licensee shall provide to the Licensors evidence of such insurance having been obtained and maintained in the form of a certificate of insurance with the Licensors listed as additional insured.

Notwithstanding anything to the contrary herein, the Licensors shall have no liability or responsibility whatsoever for any loss or damage to the Licensee's personal property maintained on the Site that is caused by third parties, and the Licensee indemnifies and holds the Licensors harmless from and against any claims, costs, liabilities, and damages whatsoever, or howsoever caused in respect of any personal injuries (including death) suffered or incurred by the Licensee's employees or contractors while on the Licensors' property.

14. **HAZARDOUS SUBSTANCES:** The Licensors represent that it has no knowledge of any substance on the Site that is identified as hazardous, toxic, or dangerous in any applicable federal, provincial, or local law or regulation. The Licensee shall not introduce or use any such substance on the Site in violation of any applicable law, or which may contribute to contamination of surface or subsurface ground water.

15. **MISCELLANEOUS:**

a) The Licensee, upon providing service specified as compensation, shall have quiet possession of the Site. The Licensors shall not cause or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Licensee from the Site. The Licensee shall have 24 hour, 7 day a week access to the Site subject to the Licensors' reasonable security requirements.

b) The Licensors shall assist and co-operate with the Licensee in obtaining local authority approvals for the Licensee's permitted uses. This Agreement will be considered valid and in full force and effect if the Licensee can obtain the concurrence (for the Site's intended use) from the designated Land Use Authority for the area.

The Licensors shall maintain, and the Licensee shall use the Site in compliance with all applicable laws, by-laws, rules, and regulations of the appropriate jurisdictions pertaining to the environment, health welfare, and occupational safety.



- c) If the Licenser wishes to have any of the Licensee's infrastructure that is installed on the Site (under the terms of the agreement herein) moved, altered, or relocated for whatever reason, then the Licenser must obtain the consent of the Licensee and the Licenser shall cover the cost and expense of the approved change. The Licenser will not be held responsible for the cost of any infrastructure modification initiated by the Licensee or a third party that may be necessary to accommodate any future requirements or to comply with any applicable laws, by-laws, rules, or regulations.
- d) The Licensee shall have exclusive right to operate a telecommunications facility at the Site during the Term and all extensions.
- e) The Licenser and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind the Licenser accordingly.
- f) This agreement contains all agreements, promises, and understandings between the Licenser and the Licensee. All future plans shall become schedules and form part of this agreement.
- g) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the Licenser and the Licensee.
- h) The Licenser shall permit the Licensee or its contractor's full access to the Site, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the Site, provided the Licensee shall repair any damage caused by any tests or inspections.
- i) This agreement shall be governed by the laws of the Province of Ontario. Invalid provisions are severable and do not impair the validity of the balance of this agreement. The Licenser agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.
- j) A Short Form Lease, Notice of Lease, or caveat may be registered on title at Licensee's expense.
- k) For anti-climb security, the tower shall be surrounded by a chain-link style security fence, or by some other form of anti-climb device that is acceptable to the Parties, to help to prevent unauthorized access to the tower structure.

16. **ADDITIONAL PROVISIONS:**

- a) The location the Licenser designates to receive the Internet service connection, as referenced in Article 2, must be approved by the Licensee and be within the established wireless coverage footprint established by the Licensee, (using one or more established service distribution sites) within the Municipality. The service will be made available to the Licenser on or about the time service is turned up and generally made available to the public. These services do not include the cost of any support masts or

towers that may be required to acquire the wireless service. The Licensor shall bear the cost of any such mast or tower.

- b) Notwithstanding the terms of clause 16 a), if the Licensor chooses to receive the Internet service at the location identified in Article 2, no such mast or tower will likely be required, and any support mast or structure (if necessary) will be provided at the Licensee's expense.
- c) Upon installation of the Internet services provided under the terms of the Agreement herein, the Licensor will be required to comply with terms and conditions as set forth in the NetSpectrum published "Acceptable Use Policy" which can be found at NetSpectrum's web site: <http://www.netspectrum.ca>. The purpose of this AUP is to encourage fair and responsible use of the Internet resources provided and to discourage activities that may tend to degrade the overall usability of network resources and infrastructure.

17. **Contacts:**

The Licensor:

Corporation of the Municipality of Magnetawan  
4304 Highway #520

P.O. Box 70

Magnetawan, ON P0A 1P0

Telephone No. (705) 387-3947

Email: [info@magnetawan.com](mailto:info@magnetawan.com)

The Licensee:

Spectrum Telecom Group Limited

Attn: President & CEO

505 Froid Road

Sudbury Ontario P3C 5A2

Telephone No. (705) 673-6661

Facsimile No. (705) 673-0957


Email: [ghatton@spectrumtelecom.ca](mailto:ghatton@spectrumtelecom.ca)  
(HST Number: 84426 5298 RT0001)

**SIGNATURES ON THE FOLLOWING PAGE:**

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

*Licensors:*

**The Corporation of the Municipality of Magnetawan**

  
Sam Dunnett - Mayor

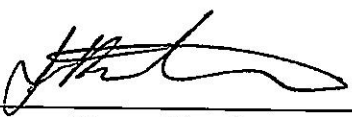
  
Kerstin Vroom - CAO/Clerk

Dated this 21<sup>st</sup> day of March, 2021.

We have authority to bind the corporation.

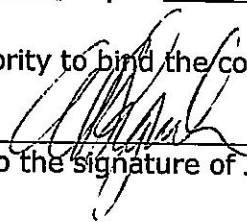
*Licensee:*

**Spectrum Telecom Group Ltd.**

  
Jason Bionda  
Vice President Broadband Division

Dated this 7 day of APRIL, 2021.

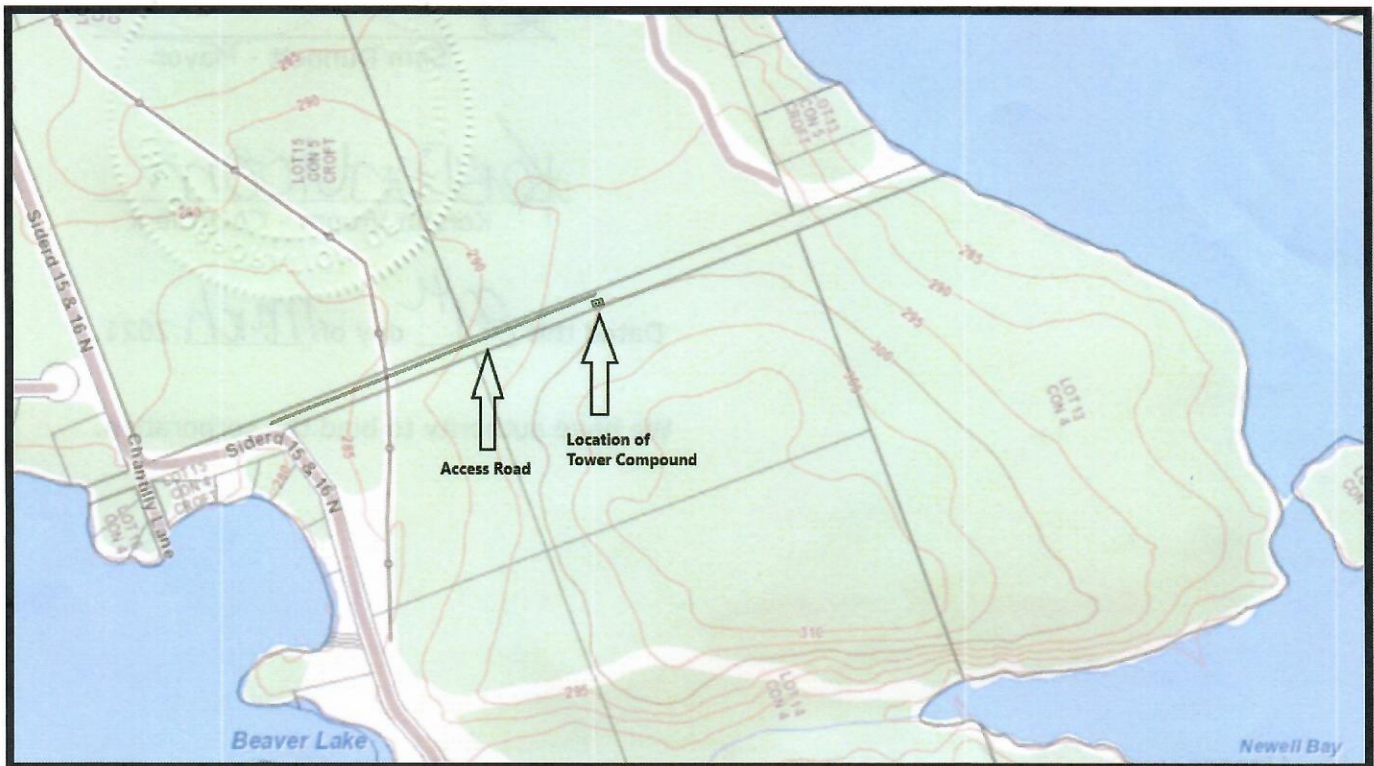
I have authority to bind the corporation.

  
Witness: (to the signature of J. Bionda)

(Schedules "A" and "B" attached)



**Cedar Croft Tower Site Location**



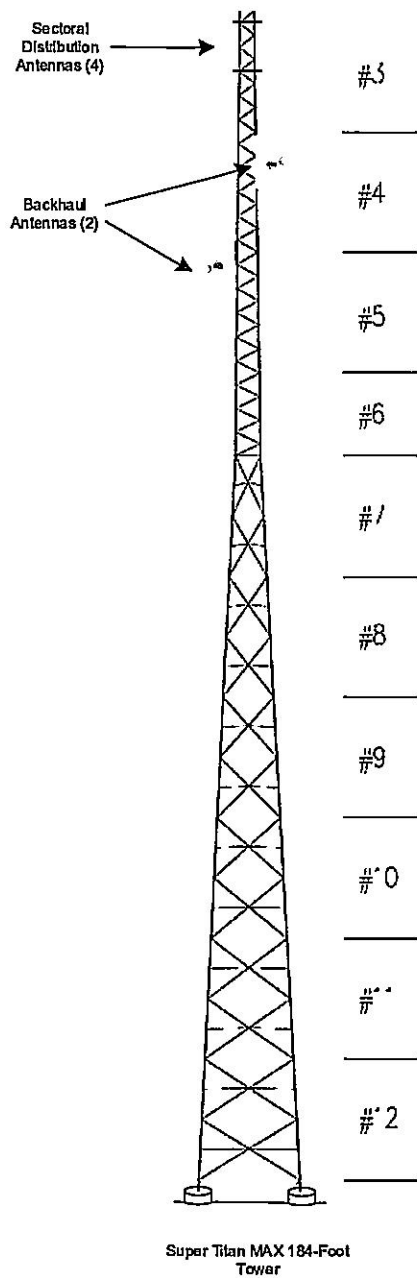
**Site coordinates: Lat 45.63535 °; Long. -79.71144°**

**Elevation: 984 feet (300 metres) AMSL (approximate)**

**Tower Height: 184 feet (56.1 metres) AGL**



Profile of  
Cedar Croft Tower



Note: The configuration and mounting of antennas on the tower mast may not be exactly as shown.

Not to scale

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TITLE	Proposed Tower Profile	DRAWN BY	WPL	DATE	12/15/20
DESCRIPTION	Cedar Croft 184-Foot Super Titan Tower Profile				

**THIS AGREEMENT** made in duplicate this 20<sup>th</sup> day of March, 2021

**BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**  
(hereinafter referred to as the "Licensor").

**OF THE FIRST PART**

**AND: SPECTRUM TELECOM GROUP LTD.**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART**

**TELECOMMUNICATIONS LICENSE SITE AGREEMENT**

**Site: STG069, Ahmic Harbour**  
Ahmic Lake Road  
Municipality of Magnetawan  
District of Parry Sound

**WHEREAS** the Licensee wishes to provide its "**NETSPECTRUM**" wireless broadband Internet service to the general public and its business clients located in the Ahmic Harbour area in the Municipality of Magnetawan.

**AND WHEREAS** the Licensor agrees to grant rights to the Licensee to allow the construction and ongoing operation of a self-support tower structure, with associated radio communication system, to be established on a municipally owned, unopened road allowance located near Ahmic Lake Road and Bayview Road in the Township of Croft, Municipality of Magnetawan.

**AND WHEREAS** the Licensor agrees to grant additional rights to the Licensee to allow the installation of an associated telecommunications equipment shelter on the same property.

**NOW THEREFORE**, in consideration of good and valuable compensation, the receipt of which the Licensor acknowledges, and the mutual covenants set out below, the Licensor and Licensee (collectively referred to herein as the **Parties**) agree as follows:

1. **LICENSED SITE:** The Licensor hereby grants the Licensee the right to install and operate a telecommunications tower, an equipment shelter, various radio communication systems, and associated materials on the Licensor's property located on a **part of unopened road allowance between Lot 23,**

**Concession 8, Croft and Lot 23, Concession 9, Croft**, in the Municipality of Magnetawan (referred to hereinafter as the **Site**).

Land comprised of a cleared area of approximately 553 square metres (1,815 square feet) on the property as described on Schedule A to accommodate the installation of a 56.1 meter (184-foot), self-support telecommunications tower located on the property, a profile of which is shown on Schedule B, together with the non-exclusive rights of unrestricted access thereto. Equipment and other materials associated with the delivery of various Internet telecommunication services will be installed on the tower as well as inside the shelter.

2. **COMPENSATION** for the Licensee's use of the land will be in the form of one (1) complementary wireless Internet service connection to be extended to the Community Centre and Fire Hall located at 60 Ahmic Street, Ahmic Harbour in the Municipality of Magnetawan. The associated subscriber service equipment required to receive the above service will be provided and installed by the Licensee at no cost to the Licenser in a manner agreed upon by the Parties (subject to the conditions set forth in Article 16).
3. **HYDRO** energy required for the operation of the telecommunications facilities shall be the sole responsibility of the Licensee with electrical consumption determined by a separate meter with direct invoices from the local utility as applicable. The cost of extending a hydro line to the Site shall be borne by the Licensee.
4. **SITE ACCESS:** The Licensee shall, in the area so designated on the attached Schedule "A", have 24-hour, 7 day a week access to the Site and is permitted to use the road allowance for access to the Site. The access road (or driveway) to the Site shelter or equipment cabinets will be constructed by the Licensee within the boundaries of the road allowance and be maintained by the Licensee to allow unrestricted access to the Site. Also included are the non-exclusive rights of unrestricted access for the connection (aerial or underground) to the appropriate hydro, fibre optic, and telephone facilities.
5. **TERM:** An initial Term of 10 years, beginning on the "Commencement Date", shall apply.
6. **Commencement Date:** For the initial Term, a Commencement Date of June 1<sup>st</sup>, 2021 shall apply.
7. **EXTENSION** of the initial Term of this Agreement may be granted to the Licensee for two (2) additional five-year extension periods. Unless notified in



writing to the contrary by either party, the agreement will automatically renew after the initial or any subsequent term.

8. **SITE USE:** Use of the Site and access rights by the Licensee shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, and operating, at its sole expense, telecommunications tower, equipment-shelter facilities, and associated equipment for the provision of telecommunication service. Where applicable, the Licensee may connect its equipment and provide telecommunications service by cables and wires to the equipment of other occupants at the Site. Under the terms of this Agreement, other activities and uses of the Site that are not consistent with the construction, maintenance, and ongoing operation of the tower and shelter facility are not permitted including, but not limited to, camping, hunting, and the use of firearms.
9. **EQUIPMENT,** towers, shelter, cabinets, pedestals, antennas, and mounts shall remain the property of the Licensee and shall be removed by the Licensee upon expiration or termination of this agreement and the Site will be restored to its original condition, reasonable wear and tear excepted.
10. **NOTICES** shall be in writing and sent by mail, postage prepaid, deemed received 5 days after mailing or by email or facsimile transmission, deemed received on the date transmitted, to the address or telecopy number of the party set forth below.
11. **ASSIGNMENT** of this Agreement or subletting of all or part of the Site by the Licensee may be made to any corporate affiliate or principal lenders of a purchaser of part or all of the Licensee's assets. Upon obtaining permission from the Licensor, the Licensee may permit use of all or any portion of the tower or shelter by other entities consistent with the uses permitted herein. Permission to allow the tower to be used by other entities shall not be unreasonably withheld by the Licensor.
12. **TERMINATION:** After the Site has been fully constructed, termination of this Agreement may be exercised by the Licensee at any time on twelve (12) months' notice without further liability if the Licensee cannot obtain all necessary rights and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility or, if any such right or approval is cancelled, expires or is terminated, or if for any other bona fide reason (e.g. interference with the Licensee's signals, damage or destruction, Site decommissioning) the Licensee determines that it will be unable to use the Site for its intended purpose. If the Licensee defaults under this Agreement, and such default is not being diligently remedied within 90 days after notice (force majeure

excepted), the Licensor may terminate this agreement upon twelve (12) months' written notice.

13. **INDEMNITY:** The Licensee shall indemnify and hold the Licensor harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Site by the Licensee. The Licensee shall maintain during the Term and any extensions, public liability, and property damage insurance coverage of not less than \$5,000,000.

Upon request of the Licensor, and thereafter upon renewal of the insurance policy, the Licensee shall provide to the Licensor evidence of such insurance having been obtained and maintained in the form of a certificate of insurance with the Licensor listed as additional insured.

Notwithstanding anything to the contrary herein, the Licensor shall have no liability or responsibility whatsoever for any loss or damage to the Licensee's personal property maintained on the Site that is caused by third parties, and the Licensee indemnifies and holds the Licensor harmless from and against any claims, costs, liabilities, and damages whatsoever, or howsoever caused in respect of any personal injuries (including death) suffered or incurred by the Licensee's employees or contractors while on the Licensor's property.

14. **HAZARDOUS SUBSTANCES:** The Licensor represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic, or dangerous in any applicable federal, provincial, or local law or regulation. The Licensee shall not introduce or use any such substance on the tower Site in violation of any applicable law, or which may contribute to contamination of surface or subsurface ground water.

15. **MISCELLANEOUS:**

a) The Licensee, upon providing service specified as compensation, shall have quiet possession of the Site. The Licensor shall not cause or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Licensee from the Site. The Licensee shall have 24-hour, 7 day a week access to the Site subject to the Licensor's reasonable security requirements.

b) The Licensor shall assist and co-operate with the Licensee in obtaining local authority approvals for the Licensee's permitted uses. This Agreement will be considered valid and in full force and effect if the Licensee can obtain the concurrence (for the Site's intended use) from the designated Land Use Authority for the area.

The Licensor shall maintain, and the Licensee shall use the Site in compliance with all applicable laws, by-laws, rules, and regulations of the appropriate jurisdictions pertaining to the environment, health welfare, and occupational safety.



- c) If the Licenser wishes to have any of the Licensee's infrastructure that is installed on the Site (under the terms of the agreement herein) moved, altered, or relocated for whatever reason, then the Licenser must obtain the consent of the Licensee and the Licenser shall cover the cost and expense of the approved change. The Licenser will not be held responsible for the cost of any infrastructure modification initiated by the Licensee or a third party that may be necessary to accommodate any future requirements or to comply with any applicable laws, by-laws, rules, or regulations.
- d) The Licensee shall have exclusive right to operate a telecommunications facility at the Site during the Term and all extensions.
- e) The Licenser and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind the Licenser accordingly.
- f) This agreement contains all agreements, promises, and understandings between the Licenser and the Licensee. All future plans shall become schedules and form part of this agreement.
- g) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the Licenser and the Licensee.
- h) The Licenser shall permit the Licensee or its contractor's full access to the Site, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the Site, provided the Licensee shall repair any damage caused by any tests or inspections.
- i) This agreement shall be governed by the laws of the Province of Ontario. Invalid provisions are severable and do not impair the validity of the balance of this agreement. The Licenser agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.
- j) A Short Form Lease, Notice of Lease, or caveat may be registered on title at Licensee's expense.
- k) For anti-climb security, the tower shall be surrounded by a chain-link style security fence, or by some other form of anti-climb device that is acceptable to the Parties, to help to prevent unauthorized access to the tower structure.

**16. ADDITIONAL PROVISIONS:**

- a) The location the Licenser designates to receive the Internet service connection, as referenced in Article 2, must be approved by the Licensee and be within the established wireless coverage footprint established by the Licensee, (using one or more established service distribution sites) within the Municipality. The service will be made available to the Licenser on or about the time service is turned up and generally made available to the public. These services do not include the cost of any support masts or

towers that may be required to acquire the wireless service. The Licensor shall bear the cost of any such mast or tower.

- b) Notwithstanding the terms of clause 16 a), if the Licensor chooses to receive the Internet service at the location identified in Article 2, no such mast or tower will likely be required, and any support mast or structure (if necessary) will be provided at the Licensee's expense.
- c) Upon installation of the Internet services provided under the terms of the Agreement herein, the Licensor will be required to comply with terms and conditions as set forth in the NetSpectrum published "Acceptable Use Policy" which can be found at NetSpectrum's web site: <http://www.netspectrum.ca>. The purpose of this AUP is to encourage fair and responsible use of the Internet resources provided and to discourage activities that may tend to degrade the overall usability of network resources and infrastructure.

17. **Contacts:**

The Licensor:

Corporation of the Municipality of Magnetawan

4304 Highway #520

P.O. Box 70

Magnetawan, ON P0A 1P0

Telephone No. (705) 387-3947

Email: [info@magnetawan.com](mailto:info@magnetawan.com)

The Licensee:

Spectrum Telecom Group Limited

Attn: President & CEO

505 Frood Road

Sudbury Ontario P3C 5A2

Telephone No. (705) 673-6661

Facsimile No. (705) 673-0957

Email: [ghatton@spectrumtelecom.ca](mailto:ghatton@spectrumtelecom.ca)

(HST Number: 84426 5298 RT0001)

**SIGNATURES ON THE FOLLOWING PAGE:**






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

*Licensor:*

**The Corporation of the Municipality of Magnetawan**

  
\_\_\_\_\_  
Sam Dunnett - Mayor

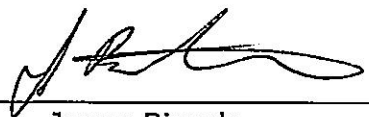
  
\_\_\_\_\_  
Kerstin Vroom - CAO/Clerk

Dated this 29<sup>th</sup> day of March, 2021.

We have authority to bind the corporation.

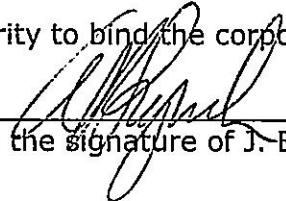
*Licensee:*

**Spectrum Telecom Group Ltd.**

  
\_\_\_\_\_  
Jason Bionda  
Vice President Broadband Division

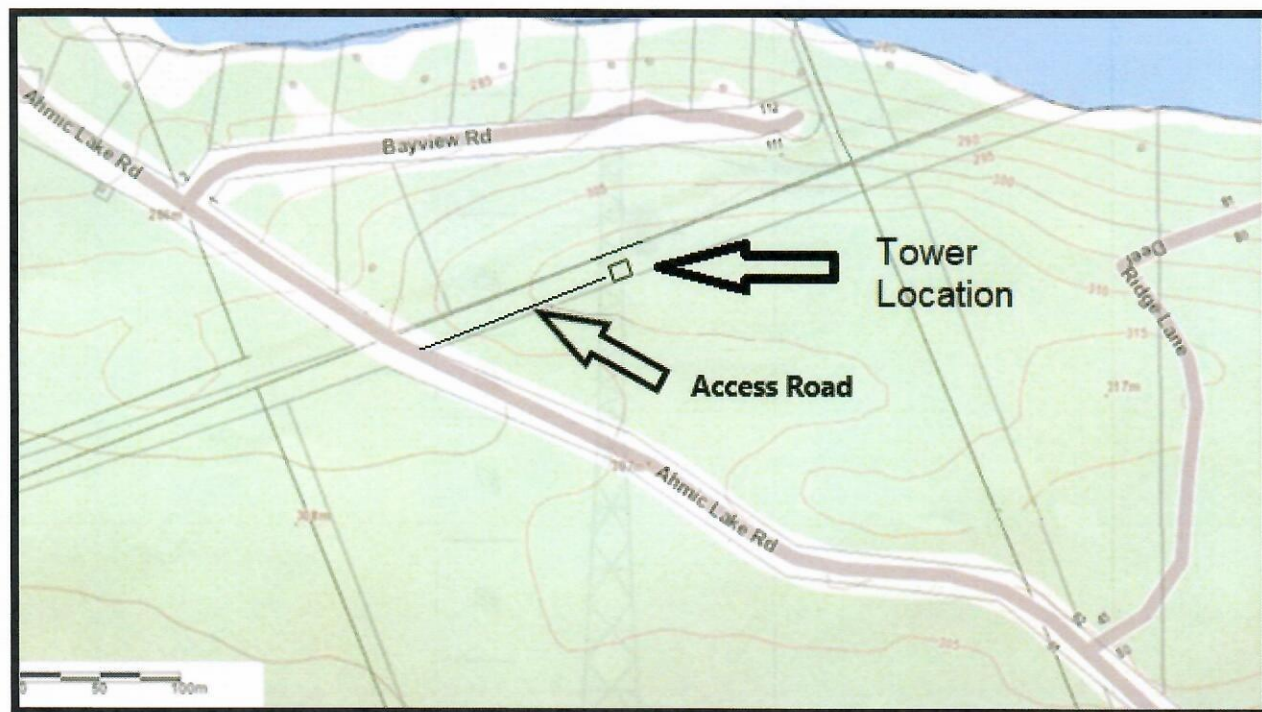
Dated this 7 day of APRIL, 2021.

I have authority to bind the corporation.

  
\_\_\_\_\_  
Witness: (to the signature of J. Bionda)

(Schedules "A" and "B" attached)

**Ahmic Harbour Proposed Tower Site Location**



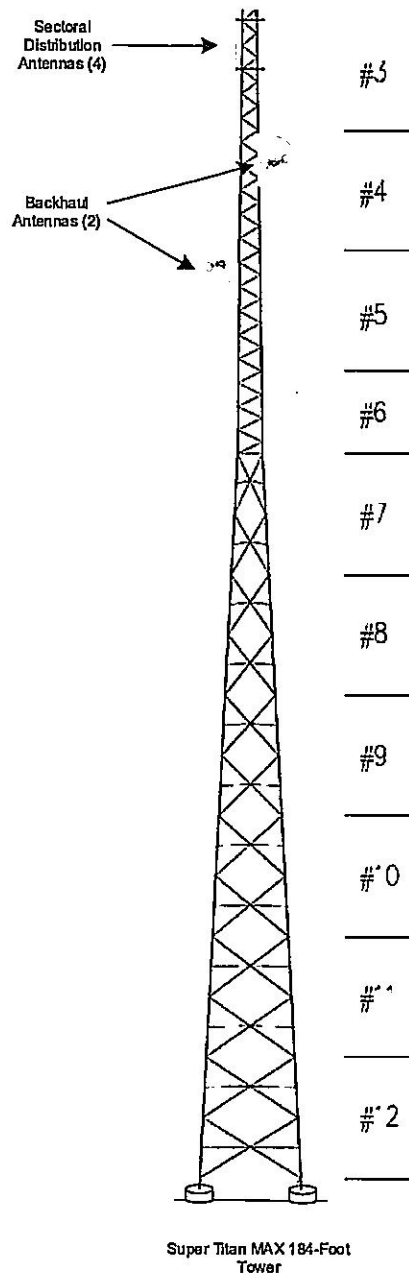
**Site coordinates: Lat 45.6578 °; Long. -79.7732°**

**Elevation: 1,017 feet (310 metres) AMSL (approximate)**

**Tower Height: 184 feet (56.1 metres) AGL**

**Property Identifier: PIN 52087-0319**

Profile for  
Ahmic Harbour Tower



Note: The configuration and mounting of antennas on the tower mast may not be exactly as shown.

Not to scale



TITLE	DRAWN BY	DATE
Proposed Tower Profile	WPL	12/15/20
DESCRIPTION		
Ahmic Harbour 184-Foot Super Titan Tower Profile		