



GROUND SITE AGREEMENT

Site Name: Mirror AB4261

THIS AGREEMENT dated the 1st day of April, 2021,

B E T W E E N:

Lacombe County
(Hereinafter referred to as the “**Licensor**”)

- and -

XPLORNET COMMUNICATIONS INC.
(Hereinafter referred to as the “**Licensee**”)

WHEREAS the Licensor is the owner or lessee of the real property described in Schedule A (the “**Premises**”) or is the duly authorized agent of such owner or lessee;

AND WHEREAS the Licensee wishes to license from the Licensor, and the Licensor wishes to license to the Licensee, a portion of the Premises, being the area(s) described in Schedule B (the “**Site**”);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

1. **License.** The Licensor hereby grants to the Licensee (a) the exclusive right to use the Site for the purpose of constructing, installing, operating, maintaining, occupying, using, repairing, replacing and reconfiguring such equipment, devices, towers, shelters and facilities (collectively, the “**Equipment**”) as may be necessary or useful from time to time for the purpose of carrying on the telecommunications business of the Licensee and (b) access to the Site and Equipment on a 24/7 basis, on over and through the Premises, with personnel, vehicles and equipment as required in the sole judgment of the Licensee. The Licensee shall register such easements, servitudes and right of ways as are necessary to give effect hereto.
2. **Term.** The term of this Agreement shall commence on the date the Licensee notifies the Licensor that installation of the Equipment at the Site is complete and commercial operation of the Site has begun (the “**Commencement Date**”) and shall continue for a period of five (5) years (the “**Initial Term**”). The term of this Agreement shall automatically renew at the end of the Initial Term for three (3) additional terms of five (5) years each (each, a “**Renewal Term**”). Collectively, the Initial Term and any Renewal Terms shall hereinafter be referred to as the “**Term**”. Each Renewal Term shall commence automatically unless the Licensee provides prior written notice to the Licensor of its intention not to renew the Agreement.
3. **Fees.** In consideration for the rights granted by the Licensor to the Licensee hereunder, the Licensee shall, during the Term, pay to the Licensor the amounts set out in Schedule C plus any applicable provincial sales, goods and services or harmonized sales taxes (the “**Fees**”). The Fees shall be paid by the Licensee within six weeks of the Commencement Date and thereafter within thirty (30) days of each anniversary of the Commencement Date at the address set out in section 22 or at such other address as the Licensor may specify to the Licensee in writing.

4. **Site Approval Process.** the Licensor acknowledges that:

(a) the Site is one of several locations that are under consideration by the Licensee for use as a telecommunications site;

(b) the Licensor has discussed and agreed with the Licensee upon the proposed location on the Site for a telecommunications tower, the height and physical base structure of such tower and the factors in determining tower painting and lighting requirements;

(c) The Licensee may have to undertake a public consultation process in accordance with applicable local land-use authority or Industry Canada procedures that may include providing notifications to property owners or in the local newspaper identifying the location of the Site. At the end of such public consultation process, the local land-use authority will review any concerns raised; and

(d) IF THE LOCAL LAND-USE AUTHORITY DOES NOT APPROVE THE SITE, OR IF THE LICENSEE IN ITS SOLE DISCRETION DOES NOT SELECT THE SITE FOR ITS TELECOMMUNICATIONS TOWER, THE LICENSEE MAY EXERCISE ITS TERMINATION RIGHT UNDER SECTION 12 AND NEITHER THE LICENSEE NOR THE LOCAL LAND-USE AUTHORITY SHALL HAVE ANY OBLIGATION TO PAY ANY FEES OR COMPENSATE THE LICENSOR FOR ANY REASON UNDER THIS AGREEMENT.

5. **Covenants of the Licensor.**

(a) The Licensor covenants that the Licensee shall peaceably and quietly hold and enjoy the Site, subject to the terms and conditions of this Agreement. The Licensor shall not make any change to the Premises that could adversely affect access to or use of the Site by the Licensee at any time throughout the Term without the prior written consent of the Licensee, which may not be unreasonably withheld.

(b) The Licensor shall provide to the Licensee and its authorized representatives and agents such additional rights of access as are necessary to construct, install, operate, maintain, use, repair, replace or reconfigure the Equipment, including but not limited to the right to connect the Equipment to local utilities, to install underground or overhead telephone or power lines and to install conduits for fibre or telephone cabling, as agreed to from time to time.

(c) The Licensee shall have the right to install, operate and maintain an emergency power generator and such voltage regulating equipment as may be required to ensure proper regulation of electrical voltage to the Equipment at the Site..

(d) The Licensor shall provide not less than thirty (30) days prior written notice to the Licensee of any repairs, additions or maintenance (collectively the “**Work**”) to take place at the Premises which may affect operation or use of the Equipment. The Licensor further agrees to meet on-site with the Licensee and to make available the contractor(s) involved in the Work not less than fifteen (15) days prior to the commencement of the Work to review the Work and the related impact on the Equipment, except in the case of an emergency situation requiring immediate intervention to preserve the structural integrity of the Premises. The Licensor shall inform the Licensee as soon as possible of an emergency situation that may have an adverse effect on the Equipment.

(e) Licensor may at any time grant rights to third parties to install other or additional telecommunications transmission equipment on the Premises, provided that the operation of such other or additional equipment does not interfere with the Licensee’s operations. The Licensor shall provide Licensee with sixty (60) days prior written notice of the proposed new installation and Licensee shall thereafter work with installer and operator of

the new equipment to ensure that the proposed new installation does not interfere with the Licensee's operations on the premises.

6. **Covenants of the Licensee.**

(a) The Licensee shall ensure that the installation, operation and maintenance of the Equipment complies with all applicable federal and provincial laws and regulations.

(b) The Licensee shall provide and pay for the costs of electricity consumption attributable to the operation of the Equipment at the Site by having installed a separately metered electrical service. In the event that this is not possible due to the remote location of the Site, the Licensor shall authorize the installation of a check meter (at the sole cost of the Licensee) and the costs of electricity consumption shall be added to and be payable as part of the Fees. It shall be the sole responsibility of the Licensor to read the check meter, if installed, and provide invoices for payment. The Licensor shall provide such documentation as the Licensee may reasonably request from time to time in support of such invoices.

(c) The Licensee shall maintain during the Term public liability and property damage insurance coverage in an amount not less than five million (\$5,000,000) dollars.

(d) The Licensee shall remove the Equipment from the Site within ninety (90) days after the expiration or earlier termination of this Agreement and restore the Site to its original condition, allowing for reasonable wear and tear.

7. **Ownership of the Premises.** The Licensor represents and warrants that it is the owner or lessee of the Premises or is the duly authorized agent of such owner or lessee and has the authority to enter into this Agreement.

8. **Ownership of Equipment.** The Equipment shall remain at all times the personal and moveable property of the Licensee and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment to the Site. The Licensee shall have the right to make alterations, replacements, additions or improvements to the Equipment at the Site at any time and from time to time during the Term.

9. **Environmental.** The Licensor represents and warrants that there is not contained, within, on or under the Premises any substance, material or waste that is regulated, listed or prohibited (collectively, "**Hazardous Substances**") under all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws, regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any government, governmental or regulatory authority or agency, tribunal, court or any other body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature relating to the protection of human health, natural resources or the environment (collectively, "**Environmental Laws**"). The Licensor shall indemnify and hold the Licensee, its directors, officers, employees and agents harmless from and against any and all claims, demands, proceedings, fines, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties, judgments and amounts paid in settlement) suffered or incurred as a result of or arising directly or indirectly out of or in connection with (a) any event occurring or existing conditions at or prior to the date hereof relating to the Premises which constitute a violation of, or gives rise to liability under Environmental Laws and (b) any generation, manufacture, processing, distribution, use, presence, treatment, storage, disposal, release, transport or handling of any Hazardous Substance within, on, under or from the Building or the Premises, whether by the Lessor or any tenant or any other person prior to the date hereof. The Licensee shall have the right to conduct environmental testing at the Site at any time and to terminate the Agreement immediately without liability should any Hazardous Substances be present at the Site.

10. **Liability.**

(a) The Licensee shall indemnify the Licensor for any damage caused to the Site by virtue of the negligent installation, maintenance, operation or removal of the Equipment and shall repair such damage forthwith upon notice thereof.

(b) The Licensor shall take reasonable precautions to guard the Equipment against damage, theft or loss. If any damage, theft or loss is observed by the Licensor, it shall be reported to the Licensee as soon as possible. Notwithstanding the foregoing, the Licensor shall not be liable for any damage, theft or loss of the Equipment, save for the gross negligence or wrongful acts or omissions of the Licensor.

(c) Except for the gross negligence or wrongful acts or omissions of the Licensee, the Licensee shall not be liable to the Licensor for any costs incurred or losses or damages or injury suffered by the Licensor.

(d) Notwithstanding anything to the contrary in this Agreement, in no event will either party or their respective directors, officers, employees, affiliates, agents or contractors be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to this Agreement however caused, regardless of the theory of liability (contract, tort or otherwise).

11. **Default.** Either party may at its option and without further liability to the other party terminate the Agreement (a) upon the material default by such other party in the performance of its obligations under this Agreement if such default is not remedied within thirty (30) days of the defaulting party receiving written notice of such default, or within such longer period as is reasonable in the circumstances as long as the defaulting party is diligently working to implement remedial action or (b) if (i) such other party commits any act of bankruptcy, becomes insolvent or admits its insolvency (as defined or provided for in any applicable statute), (ii) such other party ceases to do business as a going concern, (iii) any proceeding, voluntary or involuntary, is commenced respecting such other party pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution, (iv) such other party passes any resolution for its liquidation, winding up or dissolution, or (v) any receiver, manager, receiver and manager, trustee, sequestor, custodian or liquidator or person with similar powers is appointed judicially or extra judicially for such other party or for any of its property.

12. **Termination.** This Agreement may be terminated by the Licensee at any time on at least ninety (90) days' prior notice to the Licensor. Upon termination of the Agreement both parties shall be released from all further obligations and liabilities, save for such obligations and liabilities that arose during the Term. **THE PARTIES ACKNOWLEDGE AND AGREE THAT IF THE AGREEMENT IS TERMINATED PRIOR TO THE COMMENCEMENT DATE, THE LICENSOR SHALL NOT BE PAID ANY FEES AND THE LICENSEE SHALL NOT BE LIABLE TO THE LICENSOR IN RESPECT OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.** Should this Agreement be terminated by the Licensee prior to the end of the Term, adjustment will be made to the Fees on a *pro rata* basis to the date of termination.

13. **Relocation.**

(a) In the event that during the Term or any extensions thereof the Licensor intends to redevelop the Premises, and only after providing the Licensee three hundred sixty-five (365) days written notice, then Licensor and Licensee will cooperate to locate a suitable alternative location on the Premises on which to relocate the Site, including but limited to all towers, shelters, fencing and ancillary cabling. Notice will not be considered duly tendered unless accompanied by surveyed plans, stamped by an accredited surveyor licensed in the Province of Alberta, detailing the proposed redevelopment of the Premises. Licensee shall have the option of first constructing the replacement site before shutting down and removing the existing Site. All other terms and conditions contained in this Agreement shall remain in effect and the intent and application of all terms and conditions

of this Agreement shall in no way be affected or compromised. Licensor will pay all costs associated with the relocation of the Site.

- (b) In the event Licensee, in its sole discretion determines that an alternative location at the Premises that is fully suitable to Licensee's requirements has not been made available for Licensee's use, Licensee may choose to terminate this agreement. In the event of termination, the Licensor shall refund to the Licensee any rent paid in advance by Licensee for any period of time subsequent to the effective date of termination.

14. **Registration:** This Agreement relates to and attaches to the Premises. The Licensee may register a notice, caveat or other appropriate instrument in the land registry office of the province or territory in which the Premises are situated and the Licensor shall execute any documents required to effect such registration. Such registration may be effected on behalf of the Licensee by an affiliated corporation, partnership, or other person as bare nominee for registration purposes only, at the Licensee's expense. Upon the expiration or earlier termination of this Agreement, Licensee shall discharge such registration at Licensee's expense. The Licensor also agrees to obtain a non-disturbance agreement at the Licensee's expense from any mortgagee on the Premises in such form as the Licensee may reasonable require. If the Licensor sells, assigns or transfers any interest in the Premises, the Licensor shall (a) give the Licensee at least sixty (60) days prior written notice of such sale, assignment or transfer, (b) assign this Agreement to the transferee and (c) provide the Licensee with written notice of the identity of the transferee and the address at which the Fees shall be tendered and notices given pursuant to this Agreement.

15. **Encumbrances.** The Licensee may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interest of the Licensee under this Agreement, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Premises or that affect the Premises in any way, in which event the Licensee shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the Fees or any other amounts owing to the Licensor to the repayment of any arrears so paid or discharged.

16. **Financing Arrangements.** The Licensor acknowledges that the Licensee has or may enter into financing arrangements which may require an assignment, mortgage, pledge, lien, hypothecation, deed of trust, security interest, deemed trust, charge, statutory lien, privilege or other encumbrance of any kind or nature (a "Lien") in respect of the Licensee's rights and obligations under this Agreement or the personal or moveable property of the Licensee located at the Premises, including without limitation the Equipment. The Licensor hereby consents to any such Lien and to any transfers occurring on the enforcement of the same. The Licensor shall, at the request of the Licensee, acknowledge in writing the foregoing in such form as the relevant financier may require. For the purposes of this section, the Licensee is executing this Agreement for itself and as agent for the financiers for whom the Licensee may be entering into financing arrangements from time to time as acknowledged herein.

17. **Authorization.** The Licensor hereby authorizes the Licensee to obtain any information from any person with respect to the Premises that the Licensee may require for the purposes of exercising its rights under this Agreement and the Licensor agrees to execute written authorizations in the form provided by the Licensee to confirm the foregoing.

18. **Confidentiality.** The Licensor shall ensure that the terms and conditions of this Agreement, including without limitation the amount of the Fees, remain strictly confidential and shall not be disclosed to any third party without the Licensee's prior written consent.

19. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the Licensee may, without the consent of the Licensor (a) assign its rights or obligations under this Agreement to an affiliate or an entity acquiring all or substantially all of the assets of the Licensee, (b) license all or any portion of the Site to an affiliate and (c)

license all or any portion of the Site or the Equipment to a third party for use as a telecommunications site. Whenever the Licensor's consent is required by virtue of this section, such consent is deemed granted if the Licensor does not respond within fifteen (15) days to the written request of the Licensee for such consent.

20. **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors, personal representatives and permitted assigns and no assignee or successor of the Licensor shall challenge the validity or enforceability of any provision of this Agreement and every assignee or successor of the Licensor shall be bound by the obligations of the Licensor hereunder.

21. **Expropriation.** If during the Term, the whole or any part of the Premises is expropriated, the Licensor shall not accept any award for compensation without the Licensee's prior written consent. The Licensee shall be entitled to receive such part of the award as compensates for loss of its interest in the Site.

22. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, by commercial courier service, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) If to the Licensor:

**RR 3
Lacombe, AB T4L 2N3
ATTN: County Manager
Phone: 403-782-6601 Ext 203
Fax: 403-782-3820**

(b) If to the Licensee:

Xplornet Communications Inc.
625 Cochrane Drive
Markham, Ontario, L3R 9R9
Attn: President
Xplornet.Legal@corp.xplornet.com

With a copy to:

Xplornet Communications Inc.
300 Lockhart Mill Rd.
Woodstock, NB, E7M 5C3
Attn: Site Acquisition and Management
VRE@corp.xplornet.com
Fax: 506-324-6676

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this section 22.

23. **Entire Agreement and Legal Review.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein. **EACH PARTY ACKNOWLEDGES HAVING OBTAINED ADEQUATE EXPLANATION OF THE NATURE AND SCOPE OF EACH OF THE SECTIONS OF THIS AGREEMENT AND HAVING HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT THERETO.**

24. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

25. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Each of the parties irrevocably and unconditionally (a) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

26. **Interpretation.** The use of sections and the insertion of headings are for reference purposes only and are not to affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section refers to the specified section to this Agreement. In this Agreement, words importing the singular number will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trust, unincorporated organizations, governmental bodies and other legal or business entities. All monetary amounts in this Agreement are expressed in Canadian funds unless expressly otherwise indicated.

27. **Time.** When calculating the period of time under this Agreement, the date that is the reference date in calculating such period is to be excluded. If the last day of any period is not a business day, the period will end on the next business day. If any payment or calculation is to be made or any action taken on a day that is not a business day, it will be made or taken on or as of the next day that is a business day.

28. **Amendment and Waiver.** No amendment or waiver of any provision of this Agreement shall be binding on the Licensee unless consented to in writing by an authorized signing officer of the Licensee. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

29. **English Language Contract.** Each party agrees that the English language will be the language of this Agreement and all documents in connection with this Agreement, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations. Il est de la volonté expresse des parties que le présent contrat et tous les documents qui s'y rattachent soient rédigés en langue anglaise.

30. **Counterparts.** This Agreement may be executed in any number of counterparts, by electronic signature and by facsimile or scanned computer image file (such as PDF), each of which shall be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart, facsimile or scanned computer image. In the event this Agreement is executed by a party by facsimile or scanned computer image, such party will as soon as reasonable possible deliver to the other parties an original of this Agreement executed by such party.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

LACOMBE COUNTY

by

Name:

Title:

XPLORNET COMMUNICATIONS INC.

by

Name: CJ Prudham

Title: Executive Vice President,
General Counsel

**SCHEDULE A
DESCRIPTION OF PREMISES**

Real property located in Lacombe County, in the Province of Alberta, known municipally as and with the following legal description:

Plan 7159AI
Block 9
Lots 11, 12, 15 to 17 inclusive and 32 to 34 inclusive
Excepting thereout all mines and minerals

ATS Reference 4;22;40;28;SW

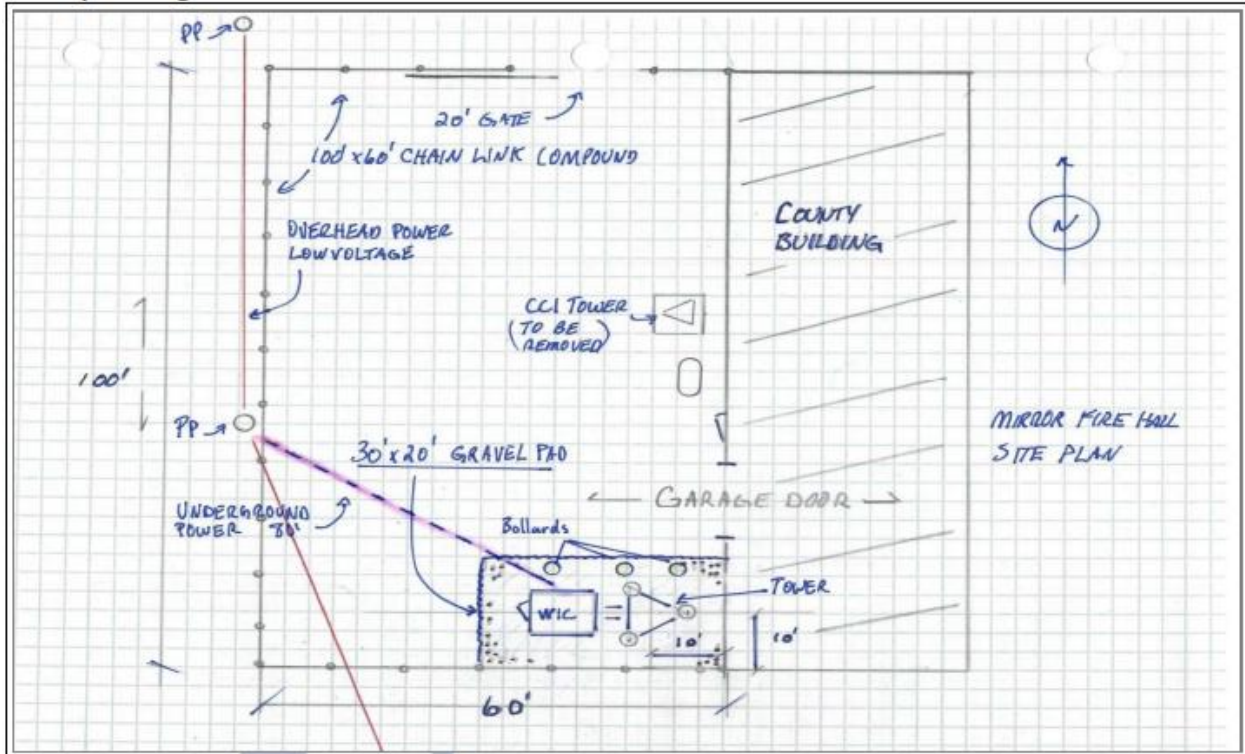
Site Coordinates:

Latitude: 52.464027

Longitude: -113.118225

SCHEDULE B SITE AND EASEMENT

NOTE: Plan is not to scale. Boundary lines, easements, servitudes and rights of way identified in the plan are approximations which may be further specified in technical drawings or a survey, to be added as required. Plan is subject to all terms and conditions of the lease.



**SCHEDULE C
FEES**

The Fees for the Term of the Agreement are as follows:

Use of the Site	\$400.00 /month
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TOTAL	\$400.00 /month
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Fees for each extension term shall be equal to the Fees payable during the preceding term increased by 5%.

Taxes, Rates and Assessments - Licensee will pay as and when due all taxes, rates and assessments, including increases in real or immovable property taxes, that are levied, charged or assessed with respect to any business carried on by Licensee on or from the Premises.

SCHEDULE D
AUTHORIZATION LETTER

FROM: Lacombe County
RR3
Lacombe, AB
T4L 2N3

TO WHOM IT MAY CONCERN:

Re: Plan 7159AI
Block 9
Lots 11, 12, 15 to 17 inclusive and 32 to 34 inclusive
Excepting thereout all mines and minerals

ATS Reference 4;22;40;28;SW

Site: Mirror AB4261

We/I, Lacombe County, the owner of the above mentioned property, hereby give Xplornet Communications Inc. and its agents permission to act as our agent to acquire the necessary permits, drawings and/or buildings structural blue-prints, hydro information from the public utility and information from the municipality or other authorities concerned, needed to approve the construction of the telecommunications site at the address indicated above and as shown on the attached plans.

Sincerely,

Tim Timmons
County Manager