

Site Lease

This lease is made on this 15th day of December 2018

BETWEEN: Silo Wireless Inc. (the "Lessor") and The Corporation of the County of Brant ("COB")

The Lessor represents and warrants that it is the owner or lessee of the real property described in Schedule "A" (the "Premises") or it is the duly authorized agent of such owner or lessee and has the authority to enter into this Lease.

The Lessor has agreed to grant to COB, a lease of a portion of the Premise, being the area(s) described in Schedule "B" (the "Site").

NOW THEREFORE in consideration of the rent payable by COB to the Lessor, the Lessor hereby leases to COB the Site together with its appurtenances herein described, subject to the covenants and obligations contained in the attached Terms and Conditions, and to such further specifications as are contained in Schedules A, and B attached hereto, the whole forming the lease between the parties (the "Lease").

The Lessor grants to COB for the duration of the Lease:

- (i) the right to construct, install, maintain and use the Site such equipment, devices and facilities (collectively, the "Equipment") as may be necessary or useful from time to time for the purpose of COB Communications Services;
- (ii) the right to access the Site, the Equipment and the Shelter on a 24/7 basis, on, over and through the Premises, with personnel, vehicles and equipment, as required and;
- (iii) the right to use the Site, including the Shelter and the Equipment, for the purpose of carrying on a COB FA Communications business.

TO HAVE AND TO HOLD for a term of Five (5) years commencing on January 1st 2019 (the "Commencement Date") and ending on January 1, 2024 and any extension term as provided herein (the "Term").

Address of the Lessor:

Silo Wireless Inc.
19 Sage Crt
Brantford, Ontario N3R 7T4
Attention: Andreas Wiatowski
Email: andreas@silo.ca
Telephone: 519-449-5656 x600
GST Registration:

SILO WIRELESS INC.

Andreas Wiatowski CEO

Address of Lessee:

The Corporation of the County of Brant
61 Dundas St. East,
Paris, ON N3L 3H1
Attention: Fire Chief
Email: fire@brant.ca
Telephone: 519-442-4500

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Heather Boyd, Clerk

TERMS AND CONDITIONS

1. **Rental Rate:** For the rights granted by the Lessor to COB, COB shall pay to the Lessor rent in the amount of NINE Thousand Dollars (\$9,000.00) per annum (the "Rent") plus any applicable provincial sales tax and goods and services tax, in equal monthly installments of Seven Hundred and Fifty Dollars (\$750.00) plus any applicable provincial sales tax and goods and services tax on or before the first day of each month during the Term. Rent and any other amount payable by COB to the Lessor under the terms of this Lease, shall be tendered at the address of the Lessor specified herein, or at such other address as may be duly notified to COB by the Lessor.
2. **Right of Extension:** The Lessor hereby grants to COB the rights to extend the initial term of this Lease for three (3) further and consecutive period of five (5) years each. Each extension shall take effect automatically and without further notice unless COB gives notice to the Lessor, at least ninety (90) days prior to the end of the current terms of this Lease, that it shall not exercise such right of extension. Each extension term will be subject to the same terms and conditions as apply during the initial term except that the Rental Rate (annual rent) in such extension term shall be agreed between the parties in the ninety (90) days prior to the expiration of the immediately preceding term, or in the absence of such agreement the rent prevailing in the year immediately preceding the beginning of such extension term, changed by an amount equal to Five Percent (5%) on the Rental Rate in the immediately preceding term.
3. **Termination by COB:** If, at any time during the Term, COB determines that operating the Site for the purposes declared herein is or has become commercially impractical, for any reason, COB may terminate this Lease without damages or penalty upon ninety (90) days prior written notice to the Lessor. In the event of such termination COB shall become responsible to remove its equipment on the tower and in the shelter provided by the Lessor, unless the Lessor wishes to pay fair market value for the asset or COB has the agreement of the Lessor to surrender the asset to the Lessor with no remediation required as payment.
4. **Covenants of COB:**
 - a) **Safety and Maintenance** – COB shall install, operate, and maintain its Equipment and the Shelter, in a good, safe and workmanlike manner.
 - b) **Government Regulation** – COB shall, at its own expense, at all times ensure that the installation, operation and maintenance of its Equipment, and Shelter, comply with all required laws, directions, rules and regulations of relevant government authorities, including all applicable building codes, and Industry Canada (ISED) and Transport Canada requirements.
 - c) **Removal of Equipment** – COB shall quit and surrender possession of the Site within ninety (90) days or a reasonable period of time whichever is the longer after the expiration or termination of this Lease and shall remove its Equipment and Shelter from the Premises and shall restore and remediate the Site within that time.
 - d) **Interference** – COB covenants that COB operation of its radio system(s) shall not cause material interference or degradation of any other signals lawfully transmitted or received within or on the Premises. COB shall use all reasonable efforts to correct such interference or degradation, where reasonable demonstrated, upon receiving written notice from the Lessor.
 - e) **Insurance** – COB shall at all times throughout the Term maintain insurance coverage for (i) All-Risk Property loss covering the full insurable replacement cost of the Equipment and the Shelter without deduction for depreciation and with reasonable deductibles, and (ii) Commercial General Liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The Lessor shall be included as an additional insured in all such policies, but solely with respect to liability arising out of the operation of COB at the Premises. At the Lessor's reasonable request, COB shall provide a memorandum of insurance confirming that policies as required herein are in force, and shall notify the Lessor of the cancellation of any such policy.
5. **Covenants of the Lessor**

- a) **Quiet Possession** – The Lessor covenants that COB shall peaceably and quietly hold and enjoy the Site and its appurtenances, subject to the terms and conditions of this Lease.
 - b) **Access** – The Lessor shall provide to COB and its authorized representatives and agents such additional rights of access as are necessary from time to time to construct, install, maintain, repair, replace, reconfigure and operate the Equipment and the Shelter.
 - c) **Emergency Power** – COB shall have the right to install and operate an emergency power generator on the Premises, including such cabling as may be required to connect the generator to the Equipment, for its own use while public utility service is not available for any reason. COB shall pay all costs attributable to such installation and operation.
6. **Lessor not Liable:** Except for the negligent acts or omissions or the willful and wrongful acts or omissions of the Lessor or the Lessor's employees or those persons authorized by the Lessor to be on the Premises, the Lessor shall not be liable to or indemnify COB for any inconvenience to the operations of COB at the Site, or damage to the Equipment or the Shelter, or injury to any person occupying the Site.
 7. **COB not Liable:** Except for the negligent acts or omissions or the willful and wrongful acts or omissions of COB or COB employees and those persons authorized by COB to be on the Premises, COB shall not be liable to or indemnify the Lessor for any costs incurred or losses or damages or injury suffered by the Lessor.
 8. **Confidentiality:** Except as otherwise provided herein, the parties agree that all information relating to the use of the Premises pursuant to this Lease is confidential and proprietary, and shall not be disclosed to any third party unless required by lawful authority. Each party will take all reasonable steps to protect the confidentiality of such information and shall hold the terms and conditions of this Lease in the strictest confidence. This provision shall survive any termination or expiration of this Lease.
 9. **Default:** Either party may at its option and without further liability to the other party terminate this Lease (i) upon the material default by such other party in the performance of any of its covenants or obligations under this Lease, if such default is not remedied within thirty (30) days of the party in default receiving written notice of such default, or within such longer period as is reasonable in the circumstances so long as the party in default is diligently moving to implement remedial action; or (ii) subject to the rights granted by COB financing arrangements, as authorized herein, if such other party become insolvent, ceases to do business as a going concern, is adjudged a bankrupt or made subject to the appointment of a receiver-manager, makes a general assignment for the benefit of creditors, or takes the benefit of any statute in force for the winding up or liquidation of business enterprises.
 10. **Encumbrances:** COB may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interest of COB under this Lease, 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 COB shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the rent or any other amounts owing to the Lessor under this Lease to the repayment of any arrears so paid or discharged.
 11. **Assignment:** This Lease or any portion of the Site and its appurtenances may be assigned by COB by providing at least ten (10) days prior written notice to the Lessor.
 12. **Successors and Assigns:** This Lease shall enure to the benefit of and be binding upon the successors and assigns of the Lessor and the successors and permitted assigns of COB, and no assignee or successor of the Lessor shall challenge the validity or enforceability of any provision of this Lease and every assignee or successor of the Lessor shall be bound by all the obligations of the Lessor hereunder. Upon a conveyance or assignment of its interest in the Premises, the Lessor shall provide COB with written notice of the identity of the successor or assign and the address at which the rent shall be tendered and notices given pursuant to the conveyance or assignment.
 13. **Overholding:** In the event that COB remains in possession of the Site after the expiration of the Term, COB shall be deemed to be occupying the Site as a tenant from month to month at the current monthly rent, or if the rent is payable annually, one twelfth (1/12) of the annual rent. The rent shall thereafter be payable monthly on the first day of each month following the expiration of the Term, with all other rights and obligations of this Lease remaining in force to the extent they may apply to a month to month tenancy, except by giving ninety (90) days written notice to the other party. No extension of the Term, nor any new Term, nor any tenancy from year to year will be created by implication of law through overholding.

14. **Governing Law and Jurisdiction:** The provisions of this Lease shall be governed by and interpreted in accordance with the laws of the province in which the Premises are located. The parties hereby attorn to the exclusive jurisdiction of the courts of that province.
15. **Facsimile Transmission Notices:** Either party may provide consent to the execution, amendment or renewal of this Lease by facsimile transmission, and receipt of a copy of the document so executing, amending or renewing this Lease shall bind the transmitting party to all the terms and conditions contained therein. Any notice required or authorized by this Lease shall be deemed to have been properly given if by personal delivery at any place, or by registered mail or courier, or by facsimile transmission to the address or fax number specified herein, or to any other address or fax number duly notified by one party to the other.
16. **Severability:** Any provision of this Lease that is determined to be void or unenforceable in whole or in part, shall be deemed unwritten and shall not affect or impair the validity or enforceability of any other provision of this Lease, and the Lessor agrees to execute the Authorization Letter from time to time as reasonably request by COB for these purposes.
17. **Environmental:** During the Term, the Lessor represents and warrants continuously that there are not contained, within or under the Premises, any toxic material or hazardous substances or any other contaminants (collectively "Hazardous Substances") as defined under all applicable provincial or federal legislation, regulation or orders of any kind. The Lessor shall indemnify and hold COB harmless from and against any liability arising from the presence of Hazardous Substances on the Premises. COB shall comply with all applicable provincial or federal environmental legislation, regulation or orders of any kind.

SCHEDULE "A"

DESCRIPTION OF PREMISES

Real Property located in the Township of Oakland, County of Brant, in the Province of Ontario, with the following legal description:

Part of Lots 1 and 2, Concession 2, Township of Oakland, County of Brant.

SCHEDULE "B"

DESCRIPTION OF PREMISES for USE

Use of 90M guyed tower and shelter space

Use of shelter and power connection \$300/mo
Each antenna fixture @ \$150/mo.

3 Antenna's approved for initial installation. Any additional antennas will require loading analysis from hereon.