

TOWER SITE LEASE AGREEMENT

This Tower Site Lease Agreement, hereinafter referred to as the "Lease", is made as of the last day executed below by and between **The Corporation of The City of Port Colborne** (the "Landlord") and **Shared Tower Inc.** (the "Tenant").

1. Leased Premises. Landlord hereby leases to Tenant approximately 225 square metres of space depicted in Exhibit A attached hereto (the "Leased Premises") within the property legally described in Exhibit B attached hereto (the "Property"). Landlord also hereby grants to Tenant the right to survey the Leased Premises at Tenant's cost. The survey shall automatically replace Exhibit A and become part of this Lease. The Leased Premises and any access and utility rights described herein will be used to construct, support and operate a telecommunications facility, including a telecommunications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), for the uses as permitted in this Lease, and for any other purpose with the Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years commencing on the earlier of (i) the date on which the installation of the Structures is completed, and (ii) the third anniversary of the date of Tenant's execution of this Lease as set out below, (the "Commencement Date") and shall automatically extend for up to three (3) additional terms of five (5) years each unless Tenant notifies Landlord of its intention not to renew prior to expiration of the then-current term or extension term. Unless and until any required consents are obtained under the aforesaid subdivision control legislation (if applicable), which Tenant may apply for at any time and Landlord shall cooperate and assist Tenant at no charge, the maximum term of this Lease, including any possible renewals or extension terms, shall be one (1) day less than the maximum term permitted under the aforesaid subdivision control legislation.

3. Rent. The rent payable will be Eight Hundred Dollars (\$800.00) per month plus applicable GST/HST (the "Rent"), paid monthly in advance beginning on the first day of the month following the completion of construction. Beginning with each new extension term, the then current monthly rental fee will be increased by seven and one half (7.5%) percent. **The Basic Rent shall not increase should Tenant license space on the Structures to up to one (1) telecommunications carrier licensed by Innovation, Science and Economic Development Canada ("ISED") for the provision of cellular services (a "Carrier"). However, in the event that two (2) or more Carriers license space on the Structures, additional rent ("Additional Rent") shall be calculated in accordance with Exhibit "C" attached hereto. Basic Rent and Additional Rent are collectively referred to as "Rent". If the initial term does not begin on the first day of a month, the Rent for that partial month will be prorated on a per diem basis.**

Tenant will pay for all utilities furnished to the Leased Premises and used by Tenant throughout the initial term or extension term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

4. Access. Landlord hereby grants to Tenant the non-exclusive right of unrestricted use of the rest of the Property for purposes of access, staging, construction, installation, removal and repair of telecommunications facilities, and connections to the appropriate utilities, fibre optic and telephone facilities. Tenant and

any of its assignees or licensees shall have at all times during the initial term and extension terms the right of access to and from the Leased Premises and all utility installations servicing the Leased Premises on a 24 hours per day/7 days per week basis.

If required by the applicable distribution company (the "LDC"), an easement shall be granted by Landlord in favour of the LDC, and registered on title to the Property, for installation, construction, operation and maintenance of underground and above ground power lines as required to provide electrical service to the Leased Premises.

5. Non-Disturbance Agreements. Landlord agrees to obtain non-disturbance agreements from its lenders or other encumbrancers on title in a form required by Tenant from any of such encumbrancers at the request of Tenant. If Landlord fails to provide such agreements, Tenant may withhold and accrue the monthly rental until such time as all such documentation is received by Tenant, or, at its option, Tenant may terminate this agreement. Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant will have quiet and peaceful possession of the Leased Premises throughout the initial term and extension terms.

6. Tenant Financing. Tenant may from time to time grant to certain lenders (the "Lenders") a lien on and security interest in Tenant's interest in this agreement and all assets and personal property of Tenant located at the Leased Premises (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favour of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of Tenant under this agreement, including the right to exercise any extension option(s), Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by Tenant, and Tenant, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Tenant under this Lease, Landlord shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Tenant under this Lease to cure such default, prior to terminating this Lease. If there shall be a non-monetary default by Tenant under this Lease, Landlord shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Tenant under this Lease to cure such default, prior to terminating this Lease. If this Lease is terminated as a result of a Tenant default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this agreement. In the event Landlord gives Tenant any notice of default under the terms of this Lease, Landlord shall simultaneously give a copy of such notice to Lender at an address to be supplied by Tenant.

7. Governmental Approvals and Compliance. During the initial term or extension terms, Tenant will make reasonable efforts to comply with all applicable laws affecting Tenant's use or occupancy of the Leased Premises, the breach of which might result in a penalty on Landlord. Tenant will not commit, or suffer to be committed, any

waste on the Leased Premises. Landlord agrees to fully cooperate with Tenant at no charge in order to obtain the necessary permits for construction and use of the Leased Premises and its Structures (including any modification(s) to the tower or Leased Premises or the addition(s) of equipment or licensees to the tower or Leased Premises), including, but not limited to, zoning approvals/permits and building permits, and the installation of the primary electrical service and secondary distribution, including any required above ground or buried conduit and cabling, to service the Structures. Landlord agrees not to take any action that may adversely affect Tenant's ability to obtain all of the necessary permits required for construction and use of the Structures. Tenant will obtain any necessary governmental licenses or authorizations required for the construction and use of Tenant's Structures on the Leased Premises and will furnish copies of same to Landlord as same are issued. If and to the extent Tenant is at any time required to landscape or provide screening around the outside of the tower or Leased Premises, Landlord hereby grants Tenant an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Premises in order to comply with such landscaping or screening requirements.

7. Assignment and Licensing. Tenant may sublet or license all or part of the Leased Premises, and may assign or transfer this Lease in whole or in part without Landlord's consent. Upon such assignment, Tenant shall be relieved of all liabilities and obligations under this Lease. Landlord may not assign the Rent or this Lease or any rights hereunder, except in connection with a sale or mortgage of the entire Property, without the prior written consent of Tenant, in Tenant's sole discretion.

8. Notices. Notices shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or facsimile number of the party set forth below.

To Landlord:	The Corporation of The City of Port Colborne
Rent Payable to:	The Corporation of The City of Port Colborne 66 Charlotte St. Port Colborne, ON L3K 3C8
GST/HST #:	NTD: Please provide if available
To Tenant:	Shared Tower Inc. 1300 Cornwall Road, Unit 101, Oakville, Ontario L6J 7W5

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

9. Improvements and Use. Tenant has the right, at its sole expense, to make the improvements on the Leased Premises as it may deem necessary, including any improvements necessary for the construction and operation of the Structures, including the construction of an equipment shelter on the Leased Premises, if necessary. All Tenant's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Tenant. The Structures may be used for

the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Tenant will, to the extent reasonable, restore the Leased Premises to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Tenant had no control. Tenant and Landlord agree that it will not be reasonable to require Tenant to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to underground conduit, foundations and footings.

10. Insurance. (a) Tenant, at all times during the initial term or extension term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Premises, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Tenant will give Landlord a certificate of insurance evidencing that such insurance is in effect.

(b) Landlord's Insurance - Landlord, at all times during the initial term or extension term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Property, having limits not less than Two Hundred and Fifty Thousand Dollars (\$250,000). On or before the Commencement Date, Landlord will give Tenant a certificate of insurance evidencing that such insurance is in effect. Such insurance shall be issued by an insurance company authorized to do business in the province in which the Leased Premises is located and shall provide thirty (30) days prior written notice to the Tenant of any cancellation of such policy. Landlord shall deliver to Tenant a renewal certificate evidencing that such insurance is in effect within ten business days of Tenant's request for such insurance.

11. Indemnity. Tenant and Landlord indemnify and hold the other 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 Leased Premises by such indemnifying party.

12. Taxes. Tenant will pay any taxes assessed on, or any portion of the taxes attributable to, the Structures. Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property.

13. Termination Rights.
(a) Tenant may terminate this Lease at any time on at least thirty (30) days' written notice without further liability if Tenant cannot obtain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the Structures on conditions satisfactory to Tenant, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason Tenant determines, in its discretion, that it will no longer use the Leased Premises for its intended purpose.

(b) Landlord may only terminate this Lease, at its option, in the event of a material default by Tenant or Tenant's failure to pay Rent when due, which default or failure is not cured within thirty (30) days after Tenant's receipt of written notice of such default or failure (or such longer period as may be reasonably required to cure such a default provided that Tenant is diligently pursuing such a cure).

14. Hazardous Materials. Landlord represents that it has no knowledge of any substance on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or

local law or regulation. Landlord shall be responsible for any pre-existing contamination of the Property. Landlord and Tenant shall not introduce or use any such substance on the Property in violation of any applicable law.

15. Intentionally removed.

16. General.

(a) Landlord agrees to keep this Lease and its terms strictly confidential and not disclose them unless compelled by law.

(b) Landlord shall, at Tenant's expense, assist and co-operate with Tenant in obtaining governmental approvals for Tenant's permitted uses, and the installation of the primary electrical service and secondary distribution, including any required above ground or buried conduit and cabling, to service the Structures.

(c) This Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers of the Property.

(d) The parties intend that this Lease and the relationship of the parties will be governed by the laws of the Province in which the Leased Premises is located.

(e) All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party.

(f) The Waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

(g) Time is of the essence of Landlord's and Tenant's obligations under this Lease.

(h) The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

(i) Invalid provisions of this Lease are severable and do not impair the validity of the balance of the Lease.

(j) Wherever a party to this agreement shall be unable to fulfil, or is delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfilment of such obligation for the period such condition exists.

(k) A notice of lease or caveat may be registered on title to the Property at Tenant's expense.

(l) Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

(m) If Tenant remains in possession at end of term(s), Tenant shall be a monthly tenant at the then current Rent.

Landlord - The Corporation of The City of Port Colborne

Per: _____

Name:

Title:

I have authority to bind the Corporation.

Tenant - Shared Tower Inc.

Per: _____

Name:

Title:

Date: _____

I have authority to bind the Corporation.

EXHIBIT A

Current Sketch/Survey of the Leased Premises within the Property

The Leased Premises shall consist of approximately 225 square metres ground space along with rights of way for access to the Leased Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:



EXHIBIT B

LEGAL DESCRIPTION

Legal Description: PT LT 13 CON 1 HUMBERSTONE AS IN HU18921, HU10653 & AA72440; PT LT 14 CON 1 HUMBERSTONE PT 1, 59R3837 & AS IN BB34405 & HU12622 EXCEPT PT 2, 59R3837; BLK A PL 795 HUMBERSTONE ; S/T RO630319 ; PORT COLBORNE

PIN: 641680054

LRO: Niagara South (59)

EXHIBIT C

ADDITIONAL RENT

Additional Rent shall be paid in accordance with the following schedule. Additional Rent payable for additional Carriers shall commence on the first day of the month following installation of such additional Carrier's equipment, and terminate on the last day of the month in which such equipment is removed.

Number of Carriers with Equipment Installed upon the Structures	Additional Annual Rent Payable
1	\$0.00
2	Two Hundred Dollars (\$200.00) per month
3 or more	Two Hundred Dollars (\$200.00) per month for each of the third and any additional Carriers (for example, if three Carriers are installed, Additional Rent shall be \$0.00 + \$200.00 + \$200.00 for a total Additional Rent of \$400.00 per month).