



GROUND SITE LEASE (OLT)

Site Name: ON8729

THIS LEASE dated the 15th day of October, 2024,

B E T W E E N:

MUNICIPALITY OF ARRAN ELDERSLIE
(Hereinafter referred to as the "**Landlord**")

- and -

XPLORE INC.
(Hereinafter referred to as the "**Tenant**")

WHEREAS the Landlord 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 Tenant wishes to lease from the Landlord, and the Landlord wishes to lease to the Tenant, a portion of the Premises, being the area(s) described in Schedule B (the "**Site**");

NOW THEREFORE THIS LEASE 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. **Lease.** The Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Site for the purpose of constructing, installing, operating, maintaining, occupying, using, repairing, replacing and reconfiguring such equipment, devices, , 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 Tenant, and grants to the Tenant 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 Tenant. The Tenant shall have the right to register such easements, servitudes and right of ways on title to the Premises as are necessary to give effect hereto.

2. **Term.** The term of this Lease shall commence on the 1st day of November, 2024 and shall continue for a period of ten (10) years (the "**Initial Term**"). The term of this Lease shall automatically renew at the end of the Initial Term for two (2) 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 Tenant provides prior written notice to the Landlord of its intention not to renew the Agreement.

3. **Rent.** The payment of rent shall commence on the date the Tenant notifies the Landlord that installation of the Equipment at the site has begun ("**Rent Commencement Date**"). In consideration of the rights granted by the Landlord to the Tenant hereunder, the Tenant shall, from Rent Commencement Date until the end of the Term, pay to the Landlord the amounts set out in Schedule C plus any applicable provincial sales, goods and services or harmonized sales taxes (the "**Rent**"). The Rent shall be paid by the Tenant within six weeks of the Rent Commencement Date and thereafter within thirty (30) days of each anniversary of the Rent Commencement at the address set out in section 21 or at such other address as the Landlord may specify to the Tenant in writing.

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

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

(b) the Landlord has discussed and agreed with the Tenant upon the proposed location on the Site for the Cabinet/ shelter

(c) **IF THE LOCAL LAND-USE AUTHORITY DOES NOT APPROVE THE SITE, OR IF THE TENANT IN ITS SOLE DISCRETION DOES NOT SELECT THE SITE FOR ITS TELECOMMUNICATIONS EQUIPMENT, THE TENANT MAY EXERCISE ITS TERMINATION RIGHT UNDER SECTION 12 AND NEITHER THE TENANT NOR THE LOCAL LAND-USE AUTHORITY SHALL HAVE ANY OBLIGATION TO PAY ANY RENT OR COMPENSATE THE LANDLORD FOR ANY REASON UNDER THIS LEASE.**

5. **Covenants of the Landlord.**

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

(b) The Landlord shall provide to the Tenant 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

(c) The Landlord shall provide not less than thirty (30) days prior written notice to the Tenant 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 Landlord further agrees to meet on-site with the Tenant 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 Landlord shall inform the Tenant as soon as possible of an emergency situation that may have an adverse effect on the Equipment.

(d) During the Term, the Landlord shall not use the Premises or adjacent lands owned or leased by the Landlord, or license for use or lease space at the Premises or at such adjacent lands to any person, for the purpose of the installation and operation of telecommunications towers, shelters or equipment without the prior written consent of the Tenant.

6. **Covenants of the Tenant.**

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

(b) The Tenant 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, as previously mentioned in clause

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

7. **Ownership of the Premises.** The Landlord 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 Lease.

8. **Ownership of Equipment.** The Equipment shall remain at all times the personal and moveable property of the Tenant and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment to the Site. The Tenant 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 Landlord 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 Landlord shall indemnify and hold the Tenant, 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 Tenant 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 Tenant shall indemnify the Landlord 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 Landlord shall take reasonable precautions to guard the Equipment against damage, theft or loss. If any damage, theft or loss is observed by the Landlord, it shall be reported to the Tenant as soon as possible. Notwithstanding the foregoing, the Landlord 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 Landlord.

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

(d) Notwithstanding anything to the contrary in this Lease, 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 Lease 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 this Lease (a) upon the material default by such other party in the performance of its obligations under this Lease 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, sequester, 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 Lease may be terminated by the Tenant at any time on at least thirty (30) days' prior notice to the Landlord. Upon termination of this Lease 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 RENT COMMENCEMENT DATE, THE LANDLORD SHALL NOT BE PAID ANY RENT AND THE TENANT SHALL NOT BE LIABLE TO THE LANDLORD IN RESPECT OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE.** Should this Lease be terminated by the Tenant prior to the end of the Term, adjustment will be made to the Rent on a *pro rata* basis to the date of termination.

13. **Registration:** This Lease relates to and attaches to the Premises. The Tenant 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 Landlord shall execute any documents required to effect such registration. Such registration may be effected on behalf of the Tenant by an affiliated corporation, partnership, or other person as bare nominee for registration purposes only, at the Tenant's expense. The Landlord also agrees to obtain a non-disturbance agreement at the Tenant's expense from any mortgagee on the Premises in such form as the Tenant may reasonable require. If the Landlord sells, assigns or transfers any interest in the Premises, the Landlord shall (a) give the Tenant at least sixty (60) days prior written notice of such sale, assignment or transfer, (b) assign this Lease to the transferee and (c) provide the Tenant with written notice of the identity of the transferee and the address at which the Rent shall be tendered and notices given pursuant to this Lease.

14. **Encumbrances.** The Tenant may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interest of the Tenant 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 the Tenant 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 Landlord to the repayment of any arrears so paid or discharged.

15. **Financing Arrangements.** The Landlord acknowledges that the Tenant 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 Tenant's rights and obligations under this Lease or the personal or moveable property of the Tenant located at the Premises, including without limitation the Equipment. The Landlord hereby consents to any such Lien and to any transfers occurring on the enforcement of the same. The Landlord shall, at the request of the Tenant, acknowledge in writing the foregoing in such form as the relevant financier may require. For the purposes of this section, the Tenant is executing this Lease for itself and as agent for the financiers for whom the Tenant may be entering into financing arrangements from time to time as acknowledged herein.

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

17. **Confidentiality.** The Landlord shall ensure that the terms and conditions of this Lease, including without limitation the amount of the Rent, remain strictly confidential and shall not be disclosed to any third party without the Tenant's prior written consent.

18. **Assignment.** Neither party may assign any of its rights or obligations under this Lease without the prior written consent of the other party. Notwithstanding the foregoing, the Tenant may, without the consent of the Landlord (a) assign its rights or obligations under this Lease to an affiliate or an entity acquiring all or substantially all of the assets of the Tenant, (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 Landlord's consent is required by virtue of this section, such consent is deemed granted if the Landlord does not respond within fifteen (15) days to the written request of the Tenant for such consent.

19. **Successors and Assigns.** This Lease 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 Landlord shall challenge the validity or enforceability of any provision of this Lease and every assignee or successor of the Landlord shall be bound by the obligations of the Landlord hereunder.

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

21. **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 Landlord:

Municipality of Arran-Elderslie
P.O. Box 70,
1925 Bruce Rd #10
Chesley ON N0G 1L0
Attention: Clerk

Email: cfraser@arran-elderslie.ca Phone: 519-363-3039

(b) If to the Tenant:

Xplore Inc.
625 Cochrane Drive
Markham, Ontario, L3R 9R9
Attn: President
Legal@xplore.ca

With a copy to:

Xplore Inc.
300 Lockhart Mill Rd.
Woodstock, NB, E7M 5C3
Attn: Site Acquisition and Management
VRE@xplore.ca
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 21.

22. **Entire Agreement and Legal Review.** This Lease 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 LEASE AND HAVING HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT THERETO.**

23. **Severability.** If any provision of this Lease 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.

24. **Governing Law and Jurisdiction.** This Lease 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 Lease, (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.

25. **Interpretation.** The use of sections and the insertion of headings are for reference purposes only and are not to affect the interpretation of this Lease. Unless otherwise indicated, any reference herein to a particular section refers to the specified section to this Lease. In this Lease, 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 Lease are expressed in Canadian funds unless expressly otherwise indicated.

26. **Time.** When calculating the period of time under this Lease, 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.

27. **Amendment and Waiver.** No amendment or waiver of any provision of this Lease shall be binding on the Tenant unless consented to in writing by an authorized signing officer of the Tenant. No waiver of any

provision of this Lease shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Lease constitute a continuing waiver unless otherwise expressly provided.

28. **English Language Contract.** Each party agrees that the English language will be the language of this Lease and all documents in connection with this Lease, 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.

29. **Counterparts.** This Lease 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 Lease 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 Lease executed by such party.

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

**THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE**

by _____

Name: Steve Hammell, Mayor
Title:

by _____

Name: Christine Fraser-McDonald, Clerk
Title:

XPLORE INC.

by _____

Name: Chris Tsakopoulos
Title: VP Network build

**SCHEDULE A
DESCRIPTION OF PREMISES**

Real property located in the Municipality of Arran-Elderslie, in the Province of Ontario, known municipally as and with the following legal description:

Municipal Address: 203 Mill Rd. Tara

Legal description: PL LT 224 PL 205 PT 1 3R1248

Lot Area: 39,342 ft²

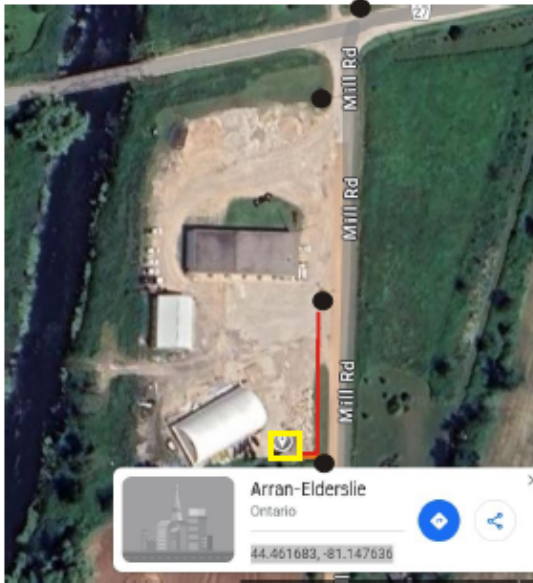
Site Coordinates:

Latitude: 44.461683

Longitude: -81.147636

**SCHEDULE B
SITE AND EASEMENT**

Project : 29237 : Allenford (Tara) - OLT Build
Layout Proposal - REVISED SEPT 2024
44.461683, -81.147636
Arran Township Garage



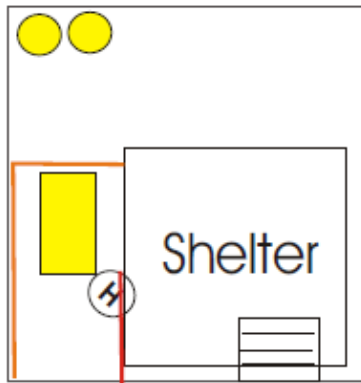
*****Scope**

- new 8x8ft shelter placed on level gravel or concrete pad
- landscaping as required
- new hydro service from local provider
- new underground duct(s) from shelter to pole for fibre
- future possibility to add propane standby generator

Examples



5m x 5m compound layout



- Steps/entrance
- Hydro Metre
- Generator, 14Kw on approx 36"x50" concrete pad
- Propane tank, on concrete pad
- Vault (GLB)
- Fibre Conduit(s)
- Estimated hydro path(s) depending on layout from provider

**SCHEDULE C
RENT**

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

Use of the Site	\$150/month
<hr/>	
TOTAL	\$150/month

HST#/ GST# /TVQ#/TPS# if applicable _____

Fees for each extension term shall be equal to the Fees payable during the preceding term increased by 5%.

Taxes, Rates and Assessments – tenant 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.