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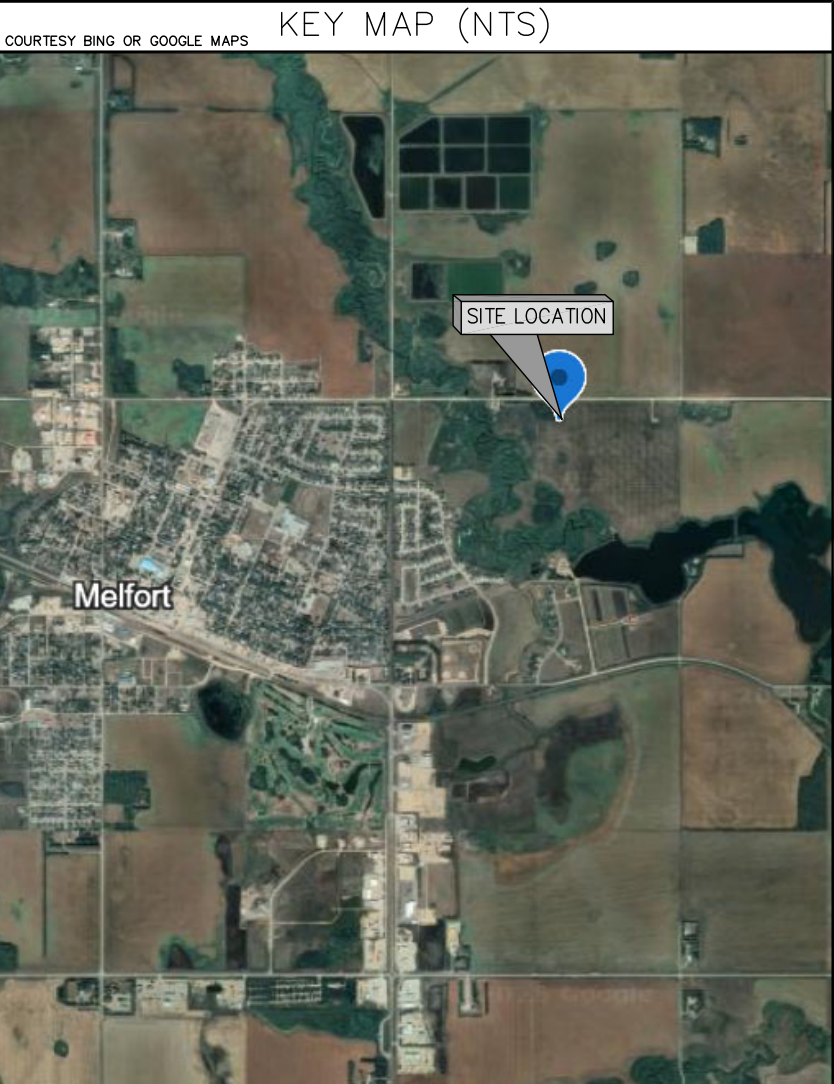
PROJECT NAME:	NEW SITE – MELFORT
PROJECT TYPE:	107m GUYED TOWER, SHELTER, & EQUIP INSTALL.
PROJECT SITE No.:	W6936 – MELFORT
TOWER OWNER:	ROGERS
ADDRESS:	NE 8–45–18 W2M, RM OF STAR CITY NO. 428, SK

DRAWING INDEX			
SHEET	DRAWING DESCRIPTION	NO.	DATE
COV.	TITLE SHEET & SITE KEY PLAN	0	11 FEB 25
A01	ANTENNA CHART	0	11 FEB 25
A02	SITE PLAN	0	11 FEB 25
A03	COMPOUND PLAN	0	11 FEB 25
A04	TOWER ELEVATION	0	11 FEB 25
E01	SLD POWER POLE	0	11 FEB 25

ISSUE		
0	PRELIMINARY	11 FEB 25



SITE PHOTO



GEOGRAPHIC COORDINATES	
LATITUDE:	N 52.8683386°
LONGITUDE:	W 104.5781477°

UTILITY – CONTACT

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NOTES:

1. ENSURE ALL ASPECTS OF WORK CONFORM TO ROGERS SPECIFICATIONS.
2. CONTRACTOR TO VERIFY NORTH DIRECTION AND REPORT ANY DISCREPANCIES.
3. ALL DIMENSIONS ARE IN mm UNLESS NOTED OTHERWISE.
4. READ THESE DRAWINGS IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS.
5. CONTRACTOR TO VERIFY EXISTING CONDITIONS ON SITE PRIOR TO FABRICATION FOR EXACT FIT. NOTIFY CONSULTANT/ENGINEER REGARDING ANY DISCREPANCIES.
6. DO NOT SCALE DRAWINGS.



**ROEHAMPTON
WEST**
5324 Calgary Trail NW
Unit 208
EDMONTON, AB T6H 4J8
(780)784-5488
VANCOUVER - EDMONTON - CALGARY

RADIO SITE QUALIFICATION
CELLULAR TOWER LOADING SPECIFICATION

SITE NAME: Melfort NE 8-45-18 W2M, RM of Star City No. 428, SK LOCATION CODE: W6936 SITE TYPE: 3 sector LTE macro

#	Antenna ID		Antenna/Hardware Type P = Panel W = Whip		Height- Ant.* (m)	Ant. Height Ref.*	Pos	Az (°)	MDT (°)	RET (°)		Div Az (°)	Space Div (m)	# of RRUs (Tower Loading)	# of RRUs (Initial Install)	Jumper Types	Jumper Length (m)	STATUS
	Technology	Label								1900/ 2100/ 2600	700/ 850							
1	LTE/5G	LTE-1	FFV4S4-65C-R7-V2	P	88.9	Centre	UP	90	0	2	2	n/a	n/a	4	4	H&S	<3	INITIAL
2	LTE/5G	LTE-2	FFV4S4-65C-R7-V2	P	88.9	Centre	UP	180	0	2	2	n/a	n/a	4	4	H&S	<3	INITIAL
3	LTE/5G	LTE-3	FFV4S4-65C-R7-V2	P	88.9	Centre	UP	330	0	2	2	n/a	n/a	4	4	H&S	<3	INITIAL
4	LTE/5G	OFFSET-1	FFV4S4-65C-R7-V2	P	88.9	Centre	UP	TBD	0	2	2	n/a	n/a	TBD	TBD	H&S	<3	FUTURE
5	LTE/5G	OFFSET-2	FFV4S4-65C-R7-V2	P	88.9	Centre	UP	TBD	0	2	2	n/a	n/a	TBD	TBD	H&S	<3	FUTURE
6	LTE/5G	OFFSET-3	FFV4S4-65C-R7-V2	P	88.9	Centre	UP	TBD	0	2	2	n/a	n/a	TBD	TBD	H&S	<3	FUTURE
7	NR	NR-1	AIR3258	P	86.4	Centre	UP	TBD	0	N/A	N/A	n/a	n/a	0	0	N/A	N/A	FUTURE
8	NR	NR-2	AIR3258	P	86.4	Centre	UP	TBD	0	N/A	N/A	n/a	n/a	0	0	N/A	N/A	FUTURE
9	NR	NR-3	AIR3258	P	86.4	Centre	UP	TBD	0	N/A	N/A	n/a	n/a	0	0	N/A	N/A	FUTURE
22	GPS	GPS-1	KRE1012395/2 GNSS	-	TBD	-	-	-	-	-	-	-	-	-	-	TBD	-	INITIAL

- Important Notes:
- Space has been allocated for the initial and the future antennas.
 - Antenna numberings (1st column above) are to correspond with the numbering system used in the SLD/Construction Drawings.
 - *Centre: For panel antenna, height reference to centre line of antenna (see Rogers Antenna Mounting Height Reference Standard guide).
 - All antennas will use mechanical downtilt brackets.
 - MDT = Mechanical Downtilt Setting; MET = Manually Adjustable Electrical Tilt.
 - Site capacity shall be designed for 12 simultaneously mounted cellular antennas, 1 GPS antenna and 24 RRUs with associated composite cables (for DC and fiber optics), or a comparable setup, TBD by Equipment Engineering, and jumpers for Rogers Wireless.
 - ** Space-only will also be reserved for future antennas at the heights indicated in the Tower Loading Specification and Tower Profile. These antennas do not need to be included in the tower loading analysis.
 - Please refer to Transmission Engineering for specific loading requirements in regards to MW transmission antennas.
 - This document is for preliminary designs only. Final Cell Design (FCD) should be used for final drawings and implementation.

- NOTES:
1. TOWER DESIGN IS CONCEPTUAL FOR TENDER PURPOSES AND IS NOT FOR CONSTRUCTION, OBTAIN SITE SPECIFIC WIND FOR FINAL DESIGN.
 2. ALL WORK TO CONFORM TO LATEST ROGERS SPECIFICATIONS.
 3. ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
 4. DRAWINGS ARE NOT TO BE SCALED.

CLIENT:

CARRIER:



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0	JC	PRELIMINARY	11 FEB 25
NO.	BY	DESCRIPTION	DATE



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(780)784-5488
VANCOUVER - EDMONTON - CALGARY

LOCATION:
NE 8–45–18 W2M, RM OF STAR CITY NO. 428, SK

TITLE:
ANTENNA CHART

PROJECT NAME:
NEW SITE – MELFORT

PROJECT NO:
W6936

DWG. NO:
A01

- NOTES:
- 1. THE FENCE SHALL HAVE A MINIMUM OF 1.0m CLEARANCE TO THE EDGE OF FREE AIR COOLING, TO THE EDGE OF TOWER FOUNDATION AND TO THE HYDRO METER.
 - 2. WHERE THE GENERATOR NEEDS TO BE MOBILIZED TO THE SITE, AN L-SHAPED TURNAROUND IS RECOMMENDED. IN CASES WHERE GENERATOR IS INSTALLED INSIDE THE COMPOUND, A RECTANGULAR TURN AROUND WILL BE SUFFICIENT.
 - 3. THE DRAWING IS FOR REFERENCE ONLY. THE LOCATION OF THE ACCESS ROAD AND GATE MAY VARY DEPENDING ON SITE-SPECIFIC REQUIREMENTS.
 - 4. WIC FOUNDATION SHALL BE INSTALLED CLEAR OF THE FOOTPRINT OF THE TOWER FOUNDATIONS. WHERE SPACE ALLOWS, PROVIDE 1.5m CLEARANCE.
 - 5. COMPOUND PLAN WERE BASED ON ROGERS STANDARD NAE-CE-STANDARD-P04015C, DRAWING# NAE-CE-DWG-SL-GT-001, DATED OCT 29, 2024.



PROPOSED
ACCESS ROAD
(3.5m MIN)

GRAVEL TURN
AROUND AREA

PROPOSED ROGERS
CHAIN LINK FENCE

PROPOSED ROGERS
DOUBLE SWING GATE
WITH MAN GATE
(3m MIN)

PROPOSED ROGERS
8' x 6' WIC SHELTER

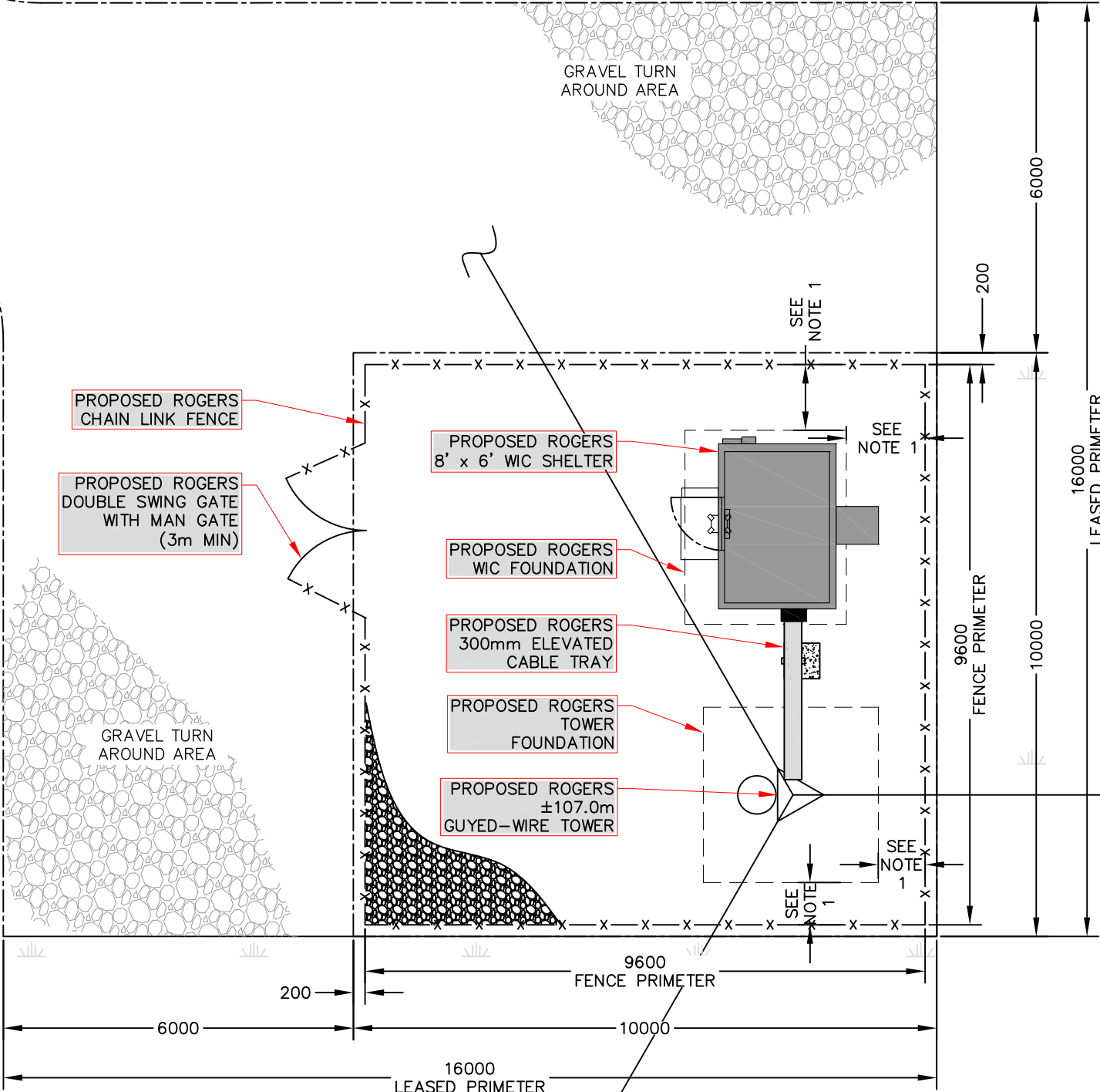
PROPOSED ROGERS
WIC FOUNDATION

PROPOSED ROGERS
300mm ELEVATED
CABLE TRAY

PROPOSED ROGERS
TOWER
FOUNDATION

PROPOSED ROGERS
±107.0m
GUYED-WIRE TOWER

GRAVEL TURN
AROUND AREA



1 COMPOUND PLAN

CLIENT:

CARRIER:



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NO.	BY	DESCRIPTION	DATE

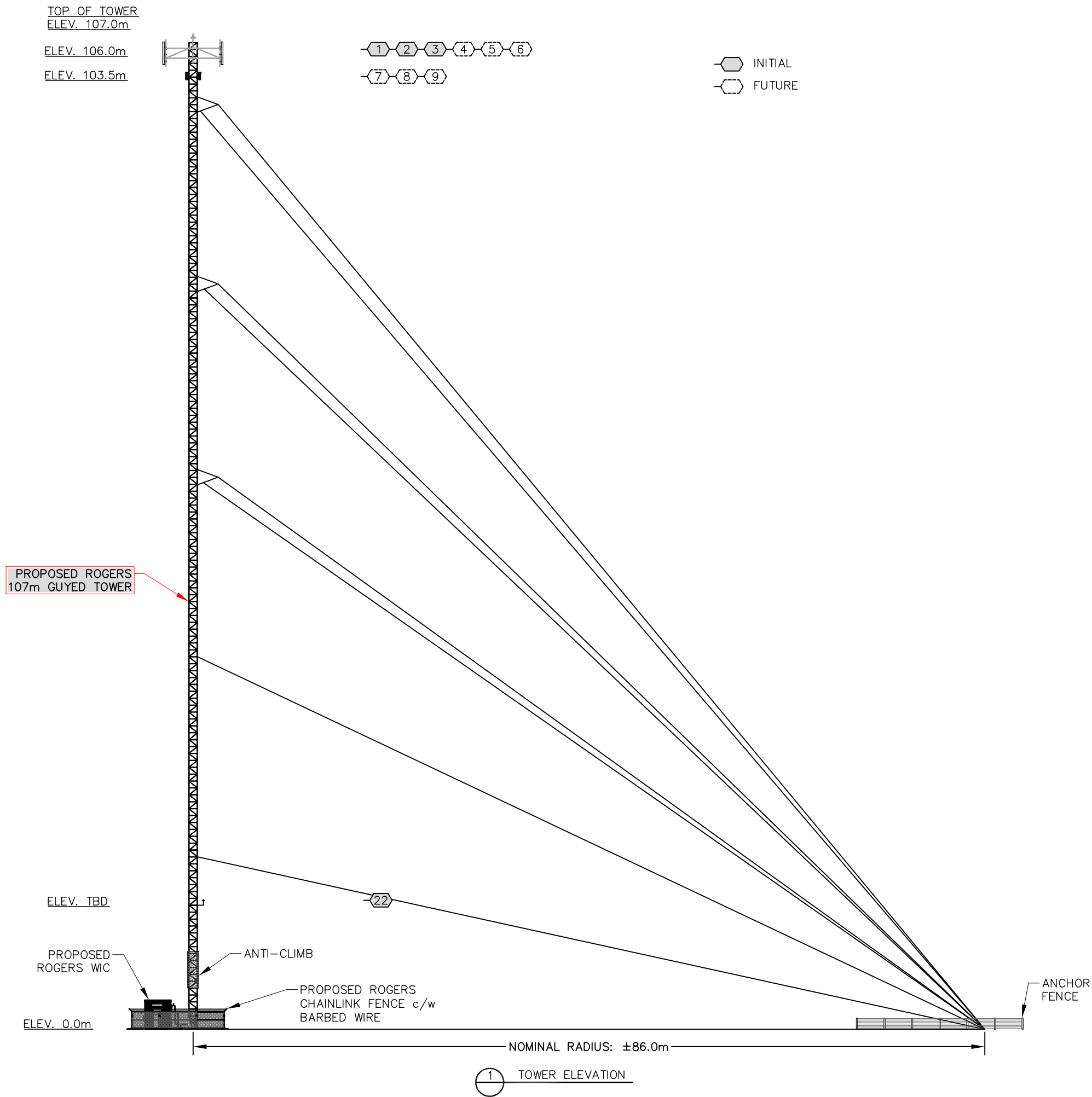


LOCATION:
NE 8-45-18 W2M, RM OF STAR CITY NO. 428, SK

TITLE:
COMPOUND PLAN

PROJECT NAME: NEW SITE - MELFORT	PROJECT NO: W6936	DWG. NO: A03
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- NOTES:
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 2. ALL WORK TO CONFORM TO LATEST ROGERS SPECIFICATIONS.
 3. ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
 4. DRAWINGS ARE NOT TO BE SCALED.

CLIENT:

CARRIER:



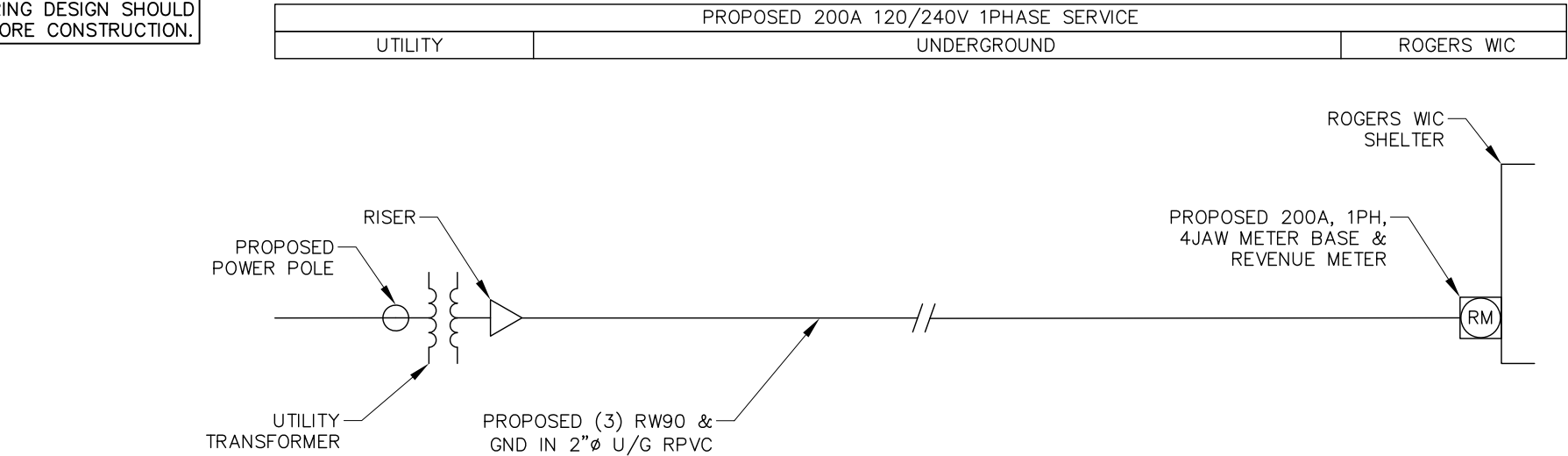
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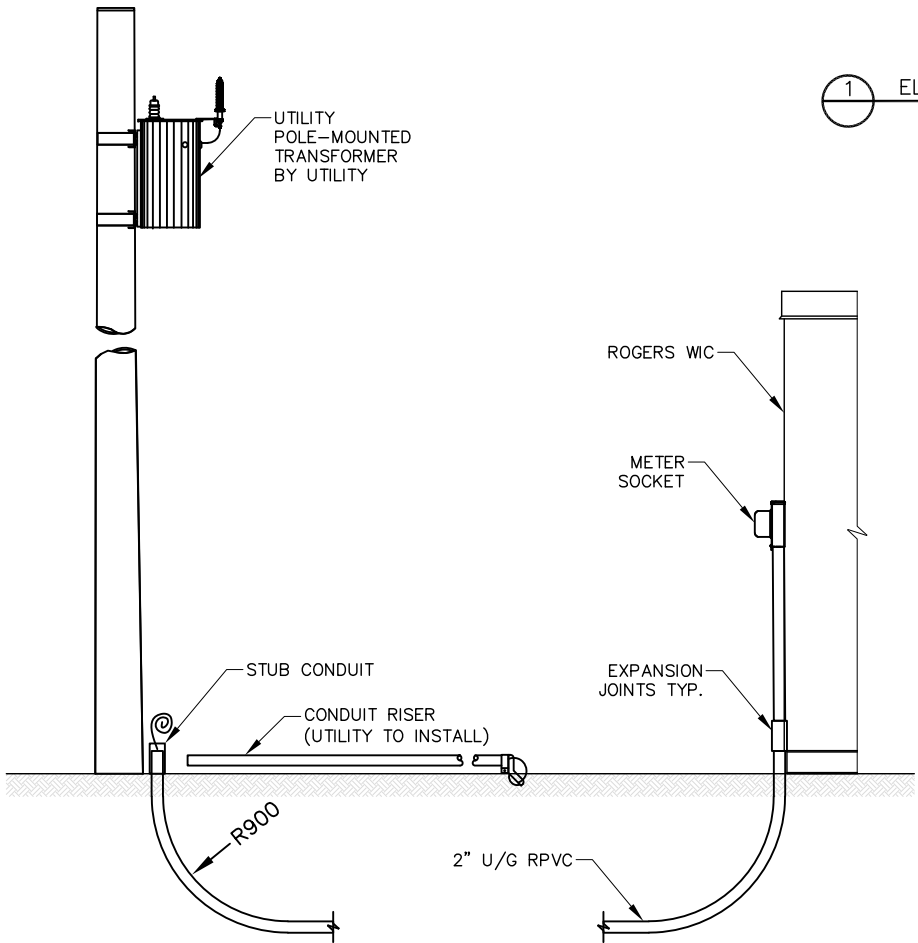
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(780)784-5488
VANCOUVER - EDMONTON - CALGARY

LOCATION: NE 8-45-18 W2M, RM OF STAR CITY NO. 428, SK			
TITLE: TOWER ELEVATION			
PROJECT NAME: NEW SITE - MELFORT		PROJECT NO: W6936	DWG. NO: A04

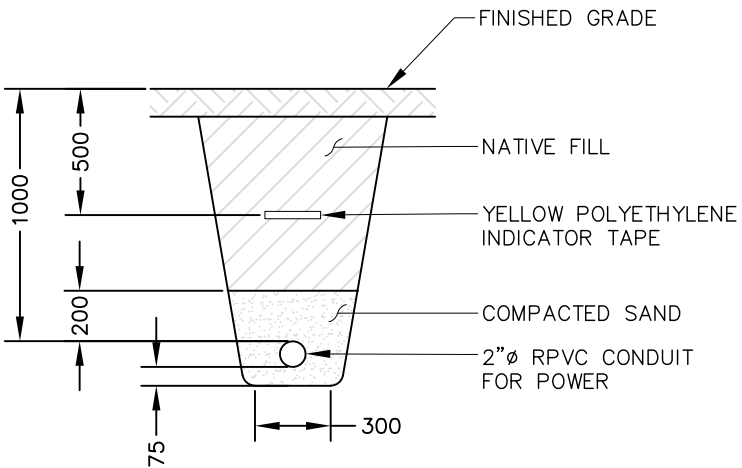
PRELIMINARY ONLY.
CERTIFIED ENGINEERING DESIGN SHOULD
BE REQUESTED BEFORE CONSTRUCTION.



1 ELECTRICAL SINGLE LINE DIAGRAM



2 FEDDING DETAIL



3 TRENCHING DETAIL
CONSULT LOCAL HYDRO
UTILITY FOR DETAILS

NOTES:

- BACKFILL MUST BE CLEAN AND FREE OF DEBRIS TO PROPERLY PROTECT THE DUCT AND TO PREVENT CRUSHING.
- FISH LINE A 1/4" POLYPROPYLENE (OR EQUIVALENT) FISH LINE MUST BE INSTALLED THROUGH THE ENTIRE LENGTH OF THE DUCT. THIS LINE IS USED TO INSTALL THE CABLE-PULLING ROPE THROUGH THE DUCT. YOUR CABLE INSTALLER MUST PROVIDE THE PULLING ROPE AND ANY OTHER ACCESSORIES (PULLING COMPOUNDS, ETC.) NEEDED TO INSTALL THE CABLE.
- ENDS OF TRENCH: THE CABLE INSTALLER MUST ENSURE THAT THE SERVICE CABLE IS FORMED INTO A SEMICIRCULAR LOOP BELOW THE PIPE (BENDING RADIUS NOT LESS THAN TEN TIMES CABLE DIAMETER) AT THE METER BASE AND POLE END. THIS LOOP WILL PREVENT DAMAGES DUE TO FROST MOVEMENT. THE ENDS OF THE CABLE ARE REQUIRED TO BE PROTECTED BY SAND PADDING ABOVE AND BELOW THE CABLING. SAND PADDING IS TO BE PROVIDED BY THE CIVIL CONTRACTOR.

NOTES:

- ENSURE ALL ASPECTS OF WORK CONFORM TO ROGERS SPECIFICATION.
- ALL DIMENSIONS ARE IN mm UNLESS NOTED OTHERWISE.
- READ THESE DRAWINGS IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS.
- CONTRACTOR TO VERIFY EXISTING CONDITIONS AND NOTIFY ROEHAMPTON COMMUNICATIONS LTD. ON ANY VARIATION WHICH HAVE IMPACT ON WORK TO BE CARRIED OUT.
- ALL ROGERS OWNED EQUIPMENT SHALL BE LABELED WITH LAMACOID LABELS IDENTIFYING (NOT WITHSTANDING OTHERS) ROGERS AS THE EQUIPMENT OWNER
- CONTRACTOR WORKING ON HIGH POWER ELECTRIC EQUIPMENT SHALL HAVE ALL THE CERTIFICATION RECOGNIZED BY THE CITY TO PERFORM RELATED WORK.

CLIENT:

CARRIER:



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NO.	BY	DESCRIPTION	DATE



LOCATION:
NE 8-45-18 W2M, RM OF STAR CITY NO. 428, SK

TITLE:
SLD POWER POLE

PROJECT NAME: NEW SITE - MELFORT
PROJECT NO: W6936
DWG. NO: E01

TELECOMMUNICATIONS SITE AGREEMENT

Site (legally described on Schedule "A"): **NE Sec 08 Twp 45 Rge 18 W 2 Extension 2**

Location Code: **W6936**

1. IN CONSIDERATION of \$10.00, the receipt of which Landlord acknowledges, Landlord leases to Tenant the premises shown on Schedule "B" at the Site described above and including the following:

- ☒ Land comprised of approximately **39983** square metres
- ☐ Building interior space of approximately ___ square metres
- ☐ Building exterior space for attachment of antennas
- ☐ Building interior space for attachment of antennas
- ☐ Space required for cables and wires
- ☐ Rooftop space
- ☒ Access road to be constructed by Tenant
- ☒ Access and utility areas
- ☐ Other

together with the non-exclusive right of unrestricted use of the rest of the Site for purposes of, access and staging, construction, installation, repair, and maintenance of telecommunications facilities including power and communications cabling within the Site for connections to appropriate utilities ("access and utility rights").

2. TERM of 5 years beginning on January 1, 2025, ("Commencement Date").

3. RENT shall be paid monthly in advance in the amount of **One Thousand Dollars (\$1,000.00)** plus any tax payable under Part IX of the *Excise Tax Act* (Canada) ("GST/HST"), starting on the first day of the month following the beginning of construction. Landlord's GST/HST Registration Number is **not applicable**, and Landlord's DUNS number is _____. Commercial realty taxes attributed directly to Tenant's equipment shall be payable by Tenant.

4. EXTENSION of the initial term of this agreement is hereby granted to Tenant for an additional 5 years less one day extension period unless Tenant provides Landlord written notice of its intention not to extend at least 60 days prior to the expiration of the initial term. Rent shall be set at market rate for comparable Tenant's sites of similar uses in the vicinity of the premises as agreed by the parties acting reasonably, or, failing agreement, by a single arbitrator appointed under provincial arbitration legislation. At any time prior to the expiration of the term including extension of this agreement, Tenant may elect by written notice to Landlord to either:

(A) ~~apply with Landlord to have the lands upon which the premises are located subdivided such that a separate title is created in respect of the premises, in which event the provisions of Schedule "D1" shall apply; or~~

(B) enter into a licence agreement with Landlord, as licensor, the form and terms of which is set out on Schedule "E", ~~provided however that if Tenant elects under (A), above, but for whatever reason, including without limitation Tenant withdrawing its application to subdivide, the subdivision and transfer as described in Schedule "D1" do not occur prior to 30 days before the end of the term including extension of this agreement, then Tenant may enter into the licence agreement contemplated by (B), above.~~

5. USE of the premises and access and utility rights by Tenant and all other parties permitted to use the premises shall be for the purposes of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment including cable, fibre and wires for the provision of telecommunication services. Where applicable, Tenant may connect its equipment and provide telecommunication services by wireless, cables and/or wires (including fibre) to the equipment of other occupants at the Site.

6. UTILITIES required for the operation of the telecommunications facilities shall be the sole responsibility of Tenant, and electrical consumption shall be provided and determined by either, Tenant having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate service, by Landlord via its electrical service and Tenant shall install a check or sub meter for measuring consumption for which Tenant shall pay Landlord monthly based on local utility rates.

7. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts, and cables (including fibre) shall remain the personal property of Tenant and shall be removed by Tenant upon expiration or termination of this agreement and the premises shall be restored to its original condition, reasonable wear and tear excepted. Tenant shall not be required to remove conduits, concrete foundations or roof piers at the end of the term.

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

9. ASSIGNMENT of this agreement by Tenant may be made to any corporate affiliate(s), principal lenders or a purchaser of part or all of Tenant's assets. Assignment or transfer of this Agreement or an interest therein by the Landlord may be made to its principal lenders or a purchaser of the Site. All other assignments require the other party's consent, at its sole discretion. Tenant may permit use of all or any portion of the premises and access and utility rights by others for telecommunications purposes.

10. TERMINATION: At any time prior to the commencement of construction and for any reason whatsoever, Tenant shall have the right to terminate this agreement without further liability or cost to Tenant. Otherwise Termination of this agreement may be exercised by Tenant at any time on 30 days' 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 telecommunications facility on conditions satisfactory to Tenant, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason (e.g., interference with Tenant's signals, damage or destruction, site decommissioning) Tenant determines, in its discretion, that it will no longer use the premises or access and utility rights for

any of their intended purposes. Upon termination, all prepaid rent shall be adjusted to the date of termination. If Tenant defaults under this agreement and such default is not being diligently remedied within 30 days after notice (force majeure excepted), Landlord may terminate this agreement on 30 days' written notice.

11. **INDEMNITY:** Each of Tenant and Landlord indemnify and hold the other harmless against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including without limitation any and all loss of or damage to property and any and all injuries and loss of life which arise out of, any breach of this agreement by, or any deliberate or unlawful act by, or any negligent act or omission by, such indemnifying party in connection with this agreement.

12. **INSURANCE:** Tenant shall maintain during the term and any extensions, public liability and property damage insurance coverage of not less than \$2,000,000.

13. **HAZARDOUS SUBSTANCES:** Landlord 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. Tenant shall be responsible for all such substances resulting from its activities at the Site including all costs of investigating and remediating same, and shall indemnify Landlord from all losses and liabilities, including statutory, arising in connection therewith. Except to the extent caused by activities of Tenant, Landlord shall be responsible for all such substances present at or migrating to or from the Site at any time including all costs of investigating and remediating same, and shall indemnify Tenant from all losses and liabilities, including statutory, arising in connection therewith. Landlord and Tenant shall not introduce or use any such substance on the Site in violation of any applicable law.

14. **CONFIDENTIALITY:** Landlord agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.

15. **MISCELLANEOUS:**

(a) Tenant upon paying the rent shall have quiet possession of the premises. Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Tenant from the Site. Landlord shall ensure that other carriers granted space on the Site co-ordinate site access and antenna placement with Tenant through Tenant's standard collocation procedures and conditions to ensure there is no interference or impairment and Tenant's quiet possession of the premises is protected. Tenant and all other parties permitted to use the premises from time to time shall have 24 hours a day, 7 days a week access to the premises and the rest of the Site for access and utility rights subject to Landlord's reasonable security requirements and access cards and/or keys provided by Landlord at Tenant's expense.

(b) Landlord shall, at Tenant's expense, assist and co-operate with Tenant in obtaining governmental approvals for Tenant's permitted uses. Landlord shall maintain and Tenant 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.

DM_VAN/259800-00170/7320503.5

(c) Landlord and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind Landlord accordingly.

(d) This agreement contains all agreements, promises and understandings between Landlord and Tenant. All applicable plans and/or surveys shall become schedules and form part of this agreement.

(e) The terms and conditions of this agreement shall extend to and bind the heirs, executors, personal representatives, successors and assigns of Landlord and Tenant.

(f) Landlord will permit Tenant or its contractors' full access to the Site and premises, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the premises. Prior to going into service Tenant or its contractors shall be permitted reasonable use of the property adjacent to the premises for initial construction purposes and after going into service for the purposes set out in Section 5, including storage, staging and parking vehicles. Tenant shall repair any damage caused by such access or use.

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

(h) This agreement shall be governed by the laws of the province in which the Site is located. Invalid provisions are severable and do not impair the validity of the balance of this agreement.

(i) A Short Form Lease, Notice of Lease or caveat may be registered on title at Tenant's expense.

(j) If a matrimonial home is located at the Site, Landlord's spouse hereby consents to the agreement.

16. **ADDITIONAL PROVISIONS:** See Schedule C attached.

DATED this _____ day of _____, 2024.

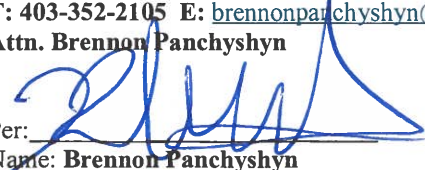
Landlord

102173442 Saskatchewan Ltd.

RR2 Stn. Main, 39231 Rge Rd 261, Lacombe, AB T4L 2N2

T: 403-352-2105 E: brennonpanchyshyn@hotmail.com

Attn. Brennon Panchyshyn

Per: 

Name: **Brennon Panchyshyn**

Witness

Title:

I/We have authority to bind the Corporation.

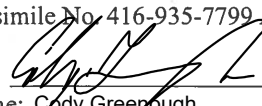
DATED this 9 day of July, 2024.

Tenant

Rogers Communications Inc., c/o Rogers Real Estate Services

One Mount Pleasant Rd., 2nd Floor. Toronto, ON M4Y 2Y5

Facsimile No. 416-935-7799 Attn: Manager, Real Estate

Per: 

Name: **Cody Greenough**

Title: **Manager, Real Estate and Municipal Affairs**

I have authority to bind the Corporation.

SK TSA Tower Lease (July 2010)



SCHEDULE "A"

LEGAL DESCRIPTION OF SITE

NE Sec 08 Twp 45 Rge 18 W 2 Extension 2
As described on Certificate of Title 99PA22569.

As more particularly described and set forth in certificate of Title No. **157176502.**

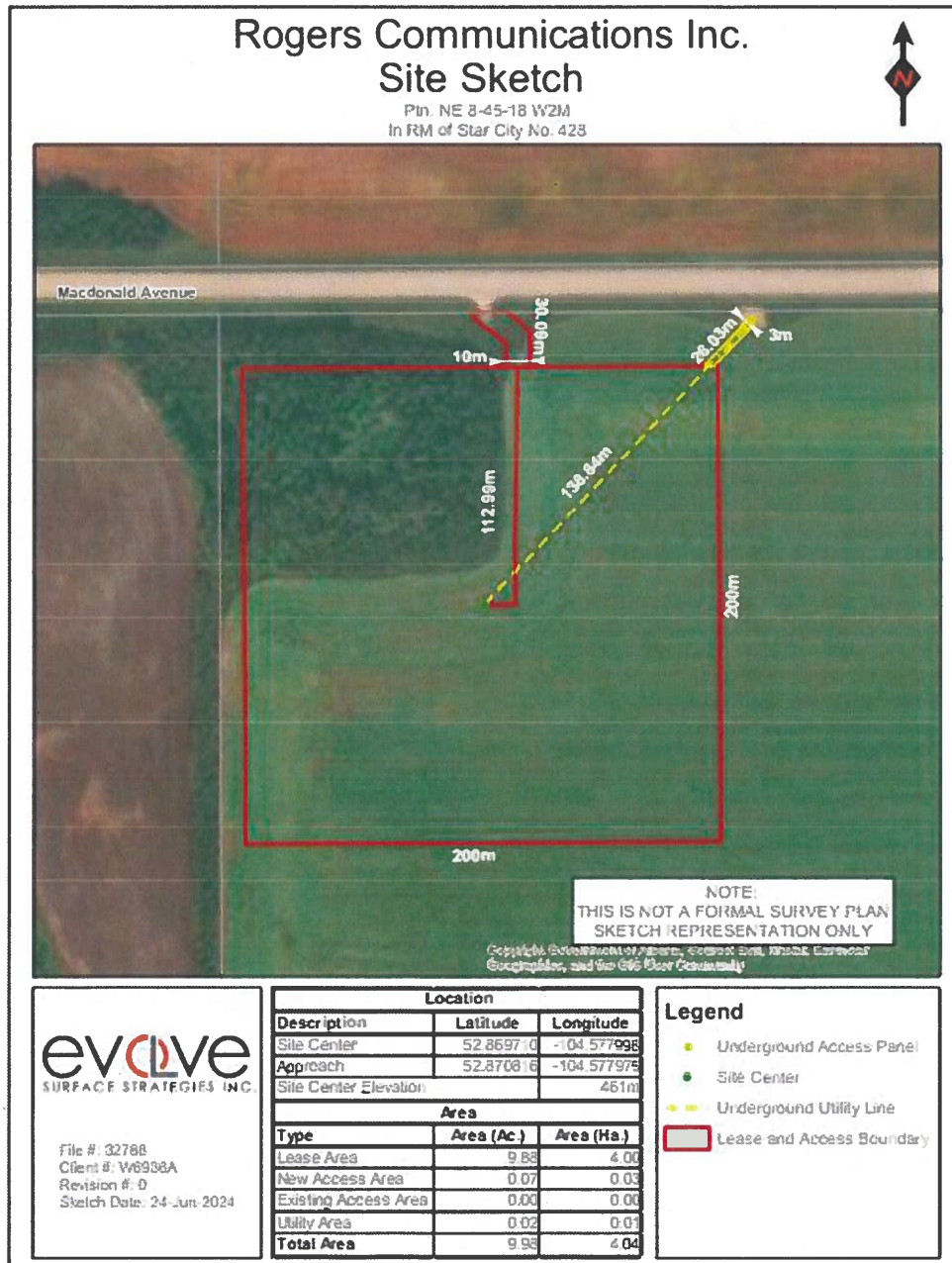


SCHEDULE "B"

DESCRIPTION AND PLAN OF PREMISES (including access and utility areas)

If this agreement is executed with a sketch plan attached as Schedule "B", Landlord hereby authorizes Tenant, if it should elect, to substitute a plan (the "Plan") of the premises and, if shown, any access and utility areas, certified correct according to a field survey by a Land Surveyor, for the sketch attached hereto as Schedule "B", provided however that Tenant shall be under no obligation to do so. The Plan, if attached, shall form part of this agreement and shall define the premises and, if shown, any access and utility areas hereunder, provided that nothing in the Plan shall limit or detract from other access and utility rights granted in this agreement.

Location Code: **W6936**
Site Name: **Melfort**
Site Address: **NE 8-45-18 W2M, RM of Star City No. 428, Saskatchewan**



Bp

SCHEDULE "C"
ADDITIONAL PROVISIONS

BP

SCHEDULE "D1"

1. ~~Tenant and Landlord together shall apply for such subdivision in a form acceptable to Tenant, acting reasonably, and shall do all such further acts and things and execute and deliver all such instruments, writing, documents and assurances as may be necessary to carry out such subdivision, including but not limited to cooperation with a surveyor and registration of a plan of survey. At any time during the process of applying for such subdivision, Tenant shall have the sole right to withdraw and discontinue the application, subject to paying the costs and expenses set out in Section 2 below.~~

2. ~~Tenant shall be responsible for the obtaining of the required governmental consents and approvals and the payment of any and all subdivision, community planning, land registry and survey fees, costs and expenses.~~

3. ~~If such subdivision is completed and a separate title is issued in Landlord's name to the area shown on Schedule "D2" (the "Lands to be Subdivided"), then in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency of which Landlord hereby acknowledges, at the sole election of Tenant, Landlord shall:~~

(a) ~~sell to Tenant and Tenant shall purchase from Landlord the Lands to be Subdivided for the price of the fair market value to be decided in the same manner as rent is determined by Landlord and Tenant or by arbitration for the extension in Section 4 of this agreement plus applicable GST/HST (the "Purchase Price"), and Landlord will forthwith deliver to Tenant a registrable transfer of the Lands to be Subdivided which, upon registration, shall permit Tenant, or its nominee, to become the owner of the Lands to be Subdivided, free and clear of all encumbrances, of whatsoever nature and kind, other than those which Tenant agrees in writing to accept; or~~

(b) ~~enter into with Tenant a new lease of the Lands to be Subdivided for a term to start one day after the end of the term of this agreement including the extension and ending 5 years thereafter with provision for 3 five year renewals, and which except for rent, shall be on the same terms and conditions as set out in this agreement. Rent shall be set at market rate for comparable Tenant sites of similar uses in the vicinity of the Lands to be Subdivided as agreed by the parties, acting reasonably, or, failing agreement, by a single arbitrator appointed under the provincial arbitration legislation; and~~

~~The parties agree that no interest in land shall exist until such subdivision is complete and separate title is issued in Landlord's name to the Lands to be Subdivided, and the right for Tenant to purchase or lease such lands shall not arise until such events have taken place.~~

4. ~~If pursuant Subsection 3(a) above, the Lands to be Subdivided are purchased then:~~

(a) ~~Tenant shall pay for the costs of preparing the transfer documents and Landlord shall pay for the costs of discharging any mortgage or other encumbrance on the Lands to be Subdivided not accepted in writing by Tenant, and Tenant shall pay for the registration of the transfer documents pursuant to *The Land Titles Act, 2000* (Saskatchewan); and~~

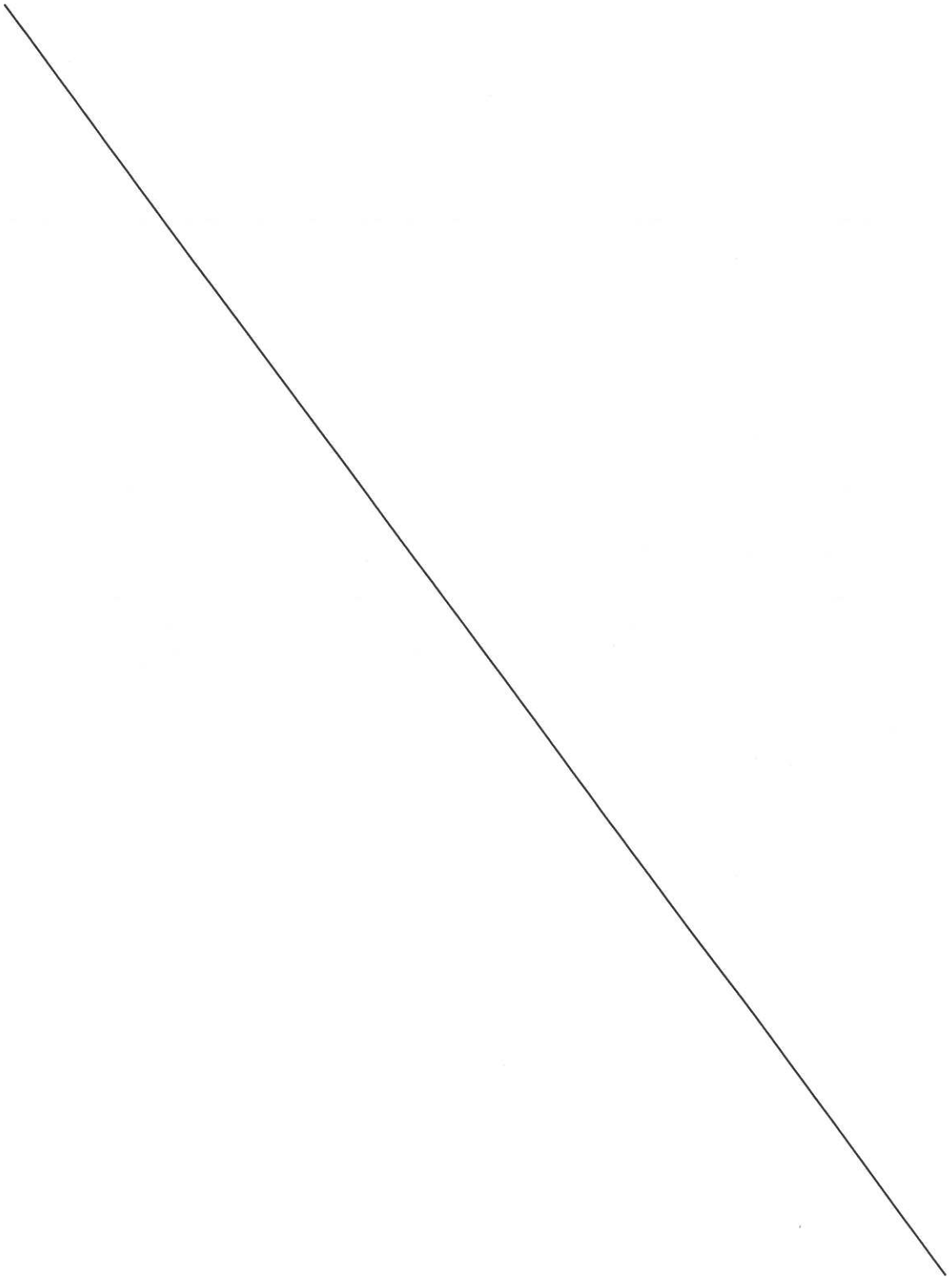
(b) ~~Upon registration of the transfer documents Tenant shall forthwith pay to Landlord the Purchase Price, as adjusted to account for taxes and other properly adjusted items, and Tenant shall thereafter have vacant possession of the Lands to be Subdivided.~~

5. ~~In the case of either a purchase or a new lease pursuant to Subsections 3(a) or (b) above, Tenant and Landlord shall enter into all such access and egress agreements or easement agreements as either may require, acting reasonably, in order to provide for access and egress to and from the Lands to be Subdivided and the other lands the subject of such subdivision, respectively.~~

6. ~~[Other terms and conditions as applicable]~~

SCHEDULE "D2"

Plan of Lands to be Subdivided



BP

SCHEDULE "E"

TELECOMMUNICATIONS SITE LICENSE

Site (legally described on Schedule "A"): NE Sec 08 Twp 45 Rge 18 W 2 Extension 2

Location Code: W6936

1. IN CONSIDERATION of \$10.00, the receipt of which Licensor acknowledges, Licensor grants to Licensee a license over the licensed area shown on Schedule "B" at the Site described above and including the following:

- ☐ Land comprised of approximately 39983 square metres
- ☐ Building interior space of approximately _____ square metres
- ☐ Building exterior space for attachment of antennas
- ☐ Building interior space for attachment of antennas
- ☐ Space required for cables and wires
- ☐ Rooftop space
- ☐ Access road to be constructed by Licensee
- ☐ Access and utility areas
- ☐ Other

together with the non-exclusive right of unrestricted use of the rest of the Site for purposes of, access and staging, construction, installation, repair and maintenance of telecommunications facilities including power and communications cabling within the Site for connections to appropriate utilities ("access and utility rights").

2. TERM of 5 years beginning on _____, 20____
("Commencement Date").

3. FEE shall be paid monthly in advance in the amount of **One Thousand Dollars (\$1,000.00)** plus any tax payable under Part IX of the *Excise Tax Act* (Canada) ("GST/HST"), starting on the first day of the month following the beginning of construction. Licensor's GST/HST Registration Number is **not applicable, and Licensor's DUNS number is _____**. Commercial realty taxes attributed directly to Licensee's equipment shall be payable by Licensee.

4. EXTENSION:

(a) Extension of the initial term of this agreement is hereby granted to Licensee for 3 additional 5-year extension periods unless Licensee provides Licensor written notice of its intention not to extend at least 60 days prior to the expiration of the then current term. The fee for each extension period shall be market rate for comparable Licensee's sites of similar uses in the vicinity of the premises (the "Market Rate"). Prior to the commencement of an extension period, Licensee shall send to Licensor written notice of Licensee's proposed fee (the "New Fee Notice") for such extension period based on the Market Rate. Upon receipt of the New Fee Notice, should Licensor not agree to the fee set out in the New Fee Notice, it shall have 60 days to provide written notice to Licensee of Licensor's proposed fee (the "Licensor's Notice") based on the Market Rate for such extension period. If no such Licensor's Notice is provided within such time period, the fee for such extension period shall be the fee set out in the New Fee Notice. Upon receipt of the Licensor's Notice by the Licensee, the parties shall, acting reasonably, agree upon the fee for such extension period, or, failing such agreement, either party may submit the determination of the Market Rate for such extension period to the decision of a single arbitrator appointed under provincial arbitration legislation. Provided, however, if within 90 days following the receipt of the Licensor's Notice, the parties have not agreed on such fee and neither party has submitted the matter to arbitration, the fee for such extension period shall be deemed to be the fee set out in the New Fee Notice.

(b) If Licensee omits to send a New Fee Notice prior to the expiration of the then current term, for any reason whatsoever, then the new fee for the applicable extension period shall be the Market Rate as agreed by the parties acting reasonably, or, failing such agreement, either party may submit the determination of the Market Rate for such extension period to the decision of a single arbitrator appointed under provincial arbitration legislation.

5. USE of the licensed area and access and utility rights by Licensee and all other parties permitted to use the licensed area shall be for the purposes of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment including cable, fibre and wires for the provision of telecommunication services. Where applicable, Licensee may connect its equipment and provide DM_VAN/259800-00170/7320503.5

telecommunication services by wireless, cables and/or wires (including fibre) to the equipment of other occupants at the Site.

6. UTILITIES required for the operation of the telecommunications facilities shall be the sole responsibility of Licensee, and electrical consumption shall be provided and determined by either, Licensee having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate service, by Licensor via its electrical service and Licensee shall install a check or sub meter for measuring consumption for which Licensee shall pay Licensor monthly based on local utility rates.

7. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts, and cables (including fibre) shall remain the personal property of Licensee and shall be removed by Licensee upon expiration or termination of this agreement and the licensed area shall be restored to its original condition, reasonable wear and tear excepted. Licensee shall not be required to remove conduits, concrete foundations or roof piers at the end of the term.

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

9. ASSIGNMENT of this agreement by Tenant may be made to any corporate affiliate(s), principal lenders or a purchaser of part or all of Tenant's assets. Assignment or transfer of this Agreement or an interest therein by the Landlord may be made to its principal lenders or a purchaser of the Site. All other assignments require the other party's consent, at its sole discretion. Tenant may permit use of all or any portion of the premises and access and utility rights by others for telecommunications purposes.

10. TERMINATION: At any time prior to the commencement of construction and for any reason whatsoever, Licensee shall have the right to terminate this agreement without further liability or cost to Licensee. Otherwise Termination of this agreement may be exercised by Licensee at any time on 30 days' notice without further liability if Licensee cannot obtain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility on conditions satisfactory to the Licensee, or if any such right or approval expires or is cancelled or terminated, or if for any other reason (e.g., interference with Licensee's signals, damage or destruction, site decommissioning) Licensee determines, in its discretion, that it will no longer use the licensed area or access and utility rights for any of their intended purposes. Upon termination, all prepaid fee shall be adjusted to the date of termination. If Licensee defaults under this agreement and such default is not being diligently remedied within 30 days after notice (*force majeure* excepted), Licensor may terminate this agreement on 30 days' written notice.

11. INDEMNITY: Each of Licensee and Licensor indemnify and hold the other harmless against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including without limitation any and all loss of or damage to property and any and all injuries and loss of life which arise out of, any breach of this agreement by, or any deliberate or unlawful act by, or any negligent act or omission by, such indemnifying party in connection with this agreement.

12. INSURANCE: Licensee shall maintain during the term and any extensions, public liability and property damage insurance coverage of not less than \$2,000,000.

13. HAZARDOUS SUBSTANCES: 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. Licensee shall be responsible for all such substances resulting from its activities at the Site including all costs of investigating and remediating same, and shall indemnify the Licensor from all losses and liabilities, including statutory, arising in connection therewith. Except to the extent caused by activities of Licensee, Licensor shall be responsible for all such substances present at or migrating to or from the Site at any time including all costs of SK TSA Tower Lease (July 2010)

investigating and remediating same, and shall indemnify Licensee from all losses and liabilities, including statutory, arising in connection therewith. Licensors and Licensee shall not introduce or use any such substance on the Site in violation of any applicable law.

14. **CONFIDENTIALITY:** Licensors agree to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.

15. **MISCELLANEOUS:**

(a) Licensors shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Licensee from the Site. Licensors shall ensure that other carriers granted space on the Site co-ordinate site access and antenna placement with Licensee through Licensee's standard collocation procedures and conditions to ensure there is no interference or impairment and Licensee's use of the licensed area and access and utility rights is protected. Licensee and all other parties permitted to use the licensed area from time to time shall have 24 hours a day, 7 days a week access to the licensed area and the rest of the Site for access and utility rights subject to Licensors's reasonable security requirements and access cards and/or keys provided by Licensors at Licensee's expense.

(b) Licensors shall, at Licensee's expense, assist and co-operate with Licensee in obtaining governmental approvals for Licensee's permitted uses. Licensors shall maintain and 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) Licensors and/or its agent represents and warrants that it has full authority to enter into and sign this Licence and bind Licensors accordingly.

(d) This agreement contains all agreements, promises and understandings between Licensors and Licensee. All applicable plans and/or surveys shall become schedules and form part of this agreement.

(e) The terms and conditions of this agreement shall extend to and bind the heirs, executors, personal representatives, successors and assigns of Licensors and Licensee.

(f) Licensors will permit Licensee or its contractors full access to the Site and licensed area, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the licensed area. Prior to going into service Licensee or its contractors shall be permitted reasonable use of the property adjacent to the licensed area for initial construction purposes and after going into service for the purposes set out in Section 5, including storage, staging and parking vehicles. Licensee shall repair any damage caused by such access or use.

(g) If Licensee remains in possession at end of term(s), Licensee shall be a monthly licensee at the then current fee.

(h) This agreement shall be governed by the laws of the province in which the Site is located. Invalid provisions are severable and do not impair the validity of the balance of this agreement.

(i) Licensee shall not have exclusive right to possession of the licensed area or access and utility rights. No leasehold interest shall pass to or be vested in Licensee by virtue of this Licence. Any securing of all or part of the Licensed Area or equipment therein is for safety and security reasons only and Licensors at its own risk shall be permitted access at all times within such area(s).

(j) If Licensors sells or transfers the Site or the Licensed Area, then Licensors shall assign this Licence to the new owner and shall cause the new owner or transferee to agree to accept an assignment of this Licence and to observe and perform in favour of Licensee the obligations of Licensors hereunder.

16. **ADDITIONAL PROVISIONS:** See Schedule "C" attached.

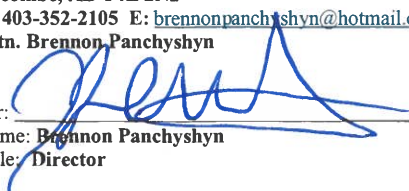
DATED this 9 day of July, 2024

Licensors

102173442 Saskatchewan Ltd.
RR 2 Stn. Main, 39231 Rge Rd 261
Lacombe, AB T4L 2N2

T: 403-352-2105 E: brennonpanchyshyn@hotmail.com

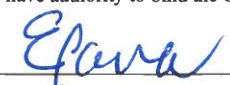
Attn: Brennon Panchyshyn

Per: 

Name: Brennon Panchyshyn

Title: Director

I/We have authority to bind the Corporation.

Witness 

Licensee

Rogers Communications Inc.
c/o Rogers Real Estate Services
One Mount Pleasant Rd., 2nd Floor
Toronto, Ontario M4Y 2Y5
Attention: Manager, Real Estate
Facsimile No. (416) 935-7799
Attention: Manager, Real Estate

Per: _____

Name: _____

Title: _____

I have authority to bind the Corporation.

SCHEDULE "A" - LEGAL DESCRIPTION OF SITE

SCHEDULE "B" - DESCRIPTION OF LICENSED AREA
(including access rights)

SCHEDULE "C" - ADDITIONAL PROVISIONS



CONSENT OF OCCUPANT OR OTHER INTERESTED PARTY

I/We, _____, of the _____ of _____, in the Province of Saskatchewan having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____ A.D. _____/or by virtue of an undated verbal agreement. DO HEREBY AGREE that all my rights, interests and estate which are, or may be, affected by the annexed Saskatchewan Surface Lease shall be fully bound by all the terms and conditions thereof both now and henceforth.

Dated at _____, in the Province of Saskatchewan, this _____ day of _____, A.D. 20 ____.

Witness

BP

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, **Erin Fargo**, of the City of **Calgary**, in the Province of Alberta,
MAKE OATH AND SAY:

1. That I was personally present and did see **Brennon Panchyshyn**, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Lacanbe County, in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said **Brennon Panchyshyn**, and he/she is (they are each) in my belief of the full age of eighteen years.

SWORN BEFORE ME

at the City of Alvordie)
in the Province of Alberta, this 10 day)
of July, 2024.)

Erin Fargo
Erin Fargo

Donald Reiter
A Commissioner for Oaths for Saskatchewan
or a Notary Public (as the case may be)

Donald Reiter
A Commissioner for Oaths
for Saskatchewan
My commission expires Nov 30, 2028

BR

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, **Brennon Panchyshyn**, of **Lacombe County**, in the Province of Alberta, MAKE OATH AND SAY:

1. I am an officer or a director for **102173442 Saskatchewan Ltd.**, named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME

at the Lacombe of County)
in the Province of Alberta)
this 9 day of July, 2024.)

Erin Fargo
A Commissioner for Oaths for Alberta or a Notary
Public (as the case may be)

Erin Fargo
A Commissioner for Oaths
for Saskatchewan
My commission expires
May 31, 2024

Brennon Panchyshyn

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, **Erin Fargo**, of the City of **Calgary**, in the Province of Alberta, MAKE OATH AND SAY:

1. That I was personally present and did see **Brennon Panchyshyn**, named in the within instrument, who is personally known to me to be a/the Director and signing authority for **102173442 Saskatchewan Ltd.**, named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the Lacombe of County, in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said **Brennon Panchyshyn**, and he/she is (they are each) in my belief to be of the full age of eighteen years.

SWORN BEFORE ME

at the City of Airdrie)
in the Province of Alberta, this 10 day)
of July, 2024.)

Donald Reiter
A Commissioner for Oaths for Saskatchewan
or a Notary Public (as the case may be)

Donald Reiter
A Commissioner for Oaths
for Saskatchewan
My commission expires Nov 30, 2028

Erin Fargo

BP