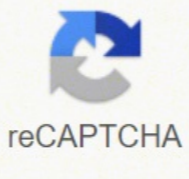




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4.4.1 \$ _____ for the first six (6) months, or part thereof, plus \$ _____ per Linear Foot thereafter up to a monthly charge under this subsection of \$ _____ and

4.4.2 \$ _____ for each _____ (as defined in subsection 4.4.1) in the Right-of-Way but not less than \$1,000.

Provided, however, no such minimum charge shall be imposed during the first _____ month after the use of the Right-of-Way has been authorized by the _____.

A. **Monthly fee based on a per length or unit charge.**

1. Commencing on the effective date of this Agreement, the Franchisor shall pay to the Municipality a permit fee in consideration for the operation of the above permit required as part of this Agreement, a one time fee of (i) \$ _____ plus (ii) \$ _____ per linear foot for pole-mounted conditions and (3) _____ per linear foot for underground installation and (iii) \$ _____ per foot for any underground crossing of a Town roadway. Subsequent permit applications for extension or extension without fees will be charged only the cost for (per foot cost) as the permit charge.

2. The Franchisor shall also pay a fee for the administration and maintenance of _____ and _____ per foot for pole-mounted wire and _____ for underground installation. Any preprocessor existing under public roadway requires a study maintenance fee of \$ _____ per linear foot.

B. **Other services, require attachment to municipal record items, such as poles, buildings, etc. (SEE SCHEDULE)**

Annual Attachment Fee. As compensation for the use of Municipal Facilities, _____ shall pay to the _____ an annual fee (the "Annual Fee") of _____ for the use of each municipal facility upon which the _____ has been erected hereunder in the agreement. The aggregate amount for each year of the term shall be due and payable no later than forty-five (45) days after each anniversary of the Installation Date. The _____ represents and warrants that it owns all municipal facilities for the use of which it is collecting the Attachment Fee from _____.

C. **There are other forms of compensation that can be used, such as fee services and/or in-kind facilities, dedicated to municipal use.**

The _____ may consider other forms of compensation as proposed by either the _____ or Franchisor. However, there is no obligation by the _____ or Franchisor to accept other forms of compensation unless agreed to by both parties.

Municipal Subscriber Program. In consideration of _____ execution of the agreement, the _____ shall have the right to franchise the term of the agreement to _____ free base service subscriptions.

Municipality Owned Facilities. _____ shall provide and install _____ for and on behalf of the Municipality at no cost to the Municipality as more specifically set

MASTER FRANCHISE AGREEMENT FOR CANADA

THIS AGREEMENT is made and entered into on [franchise agreement date] by and between [Franchisor] ("Franchisor"), a corporation organized under the laws of the Province of [province], and [MASTER FRANCHISEE], a company incorporated under the laws of the Province of [province] ("Master Franchisee").

WHEREAS

- A. [Franchisor], as the result of the expenditure of time, skill, effort and money, has developed and owns a unique and distinctive system relating to the establishment and operation of [description of franchise business] using the unique operating system and tools developed and maintained by [Franchisor] to [description] and using the proprietary software program designed by [Franchisor] and made available to its franchisees to assist in the management of the franchise business ("System");
B. The distinguishing characteristics of the System include without limitation a distinctive design and layout and training management and promotional assistance, in connection with the establishment and ongoing operation of [franchise business] Centres, all of which may be changed, improved, and further developed by [Franchisor] from time to time;
C. [Franchisor] identifies the System, in the Province(s) of [provinces] ("Territory"), by means of certain trade names, trademarks, logos, and indicia of origin, including the mark [TRADE MARK] and such other trade names and trademarks as are now designated or may hereafter be designated by [Franchisor] in writing, for use in connection with the System ("Proprietary Marks");
D. Master Franchisee wishes to obtain the right and license to use the Proprietary Marks and the exclusive right to grant franchises to other persons ("Franchisees") to establish and operate [franchise business] Centres using the Proprietary Marks and System ("Franchisor Centres") in the Territory; and wishes to receive the training and other assistance provided by [Franchisor] in connection therewith; and
E. Master Franchisee understands and acknowledges the importance of [Franchisor]'s high standards of quality, appearance, and service, and the necessity of operating the [Franchisor] Centres in conformity with [Franchisor]'s standards and specifications.

NOW, THEREFORE, the parties agree as follows:

1. GRANT

1.1 [Franchisor] grants to Master Franchisee the right, in the Territory, and Master Franchisee accepts the obligations, pursuant to the terms and conditions of this Agreement and in accordance with the development schedule described in Section 2.3 hereof:

- (a) The right and license to use the Proprietary Marks in connection with the business to be conducted by Master Franchisee pursuant to the provisions of this Agreement; and
(b) To license Franchisees ("FRANCHISEE(S)") to establish and operate Franchised Centres pursuant to a separate Franchise Agreement for each such Franchised Centre unit as described in Section 2 hereof, Master Franchisee owned centres, and Franchised Centres shall be referred to collectively in this agreement ("Franchisor Centre(s)"); and

1.2 Except as otherwise described in Section 2.8 hereof, neither [Franchisor] nor any affiliate of [Franchisor] shall establish or operate, or franchise any entity to establish or operate, a business using the Proprietary Marks and System at any location within the Territory.



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