

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this ● day of ●, ● (the “Commencement Date”).

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as **344 Lake Range Dr, Point Clark**, which is more particularly described in Schedule “A” attached (the “Property”), and leases to the Tenant any portion of the Property outlined in heavy black ink on the plan(s) attached as Schedule “B” (the “Leased Premises”), for the Tenant’s, its agents’, employees’, contractors’, assignee’s and sublessee’s exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the “Equipment”) for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to construct and maintain an access road to the Leased Premises, which access road will form part of the Leased Premises to the extent such access road is not already forming part of the Leased Premises as set out in Schedule “B” to this Lease.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant’s expense to the reasonable satisfaction of the Landlord.

3. TERM. The term of this Lease (the “Term”) shall be for five (5) years, commencing on the Commencement Date, and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section 5 of this Lease.

4. RENT. During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule “C” attached (the “Rent”), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is [redacted] and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant’s obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. “Sales Taxes” means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax (“HST”).

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers (“EFT”). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

Notwithstanding Section 10 of this Lease, the Tenant shall have the right to terminate this Lease because the Tenant was unable, despite reasonable commercial efforts, to obtain the necessary third party approvals required to construct the Equipment on terms that were acceptable to the Tenant, in the Tenant’s sole discretion. In the event the Tenant terminates this Lease pursuant to this subsection, the Landlord shall refund all Rent (plus any Sales Taxes) that the Tenant has paid to the Landlord pursuant to this Lease.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an “Extended Term”) on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule “C” to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description

which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the “Taxes”) in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant’s use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the “Taxes Notice”), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant’s sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant’s sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant’s reasonable opinion; to enable the Tenant to contest such Taxes.

7. ELECTRICITY. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with an electricity notice which shall be delivered by the Tenant to the Landlord prior to the Construction Commencement Date (as that term is defined in Schedule “C”) on a form substantially similar to the form attached hereto as Schedule “D” (“Electricity Notice”). The Landlord and the Tenant acknowledge and agree that the Tenant shall, in its sole and absolute discretion, have the right to determine the manner in which the costs of any electricity consumption will be allocated in such Electricity Notice (as shown by the checked box in the Electricity Notice). For clarification purposes, the Tenant shall have the right, at any time, and at its own cost and expense, to connect to and draw power from the Landlord’s electrical power supply located within the Leased Premises, as applicable, so long as the Tenant otherwise pays for its electricity consumption in accordance with the Electricity Notice.

8. ACCESS. The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant (“24/7 Access”). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation. In emergency situations (as deemed by the Tenant, acting reasonably), in the event that the Landlord denies or fails to provide the Tenant, its agents, employees or contractors with access to the Property or Leased Premises within four (4) hours, then, in addition to any other rights or remedies available to the Tenant under this Lease or at law, the Rent shall abate for one (1) month for each hour that such access is not available to the Tenant beyond such four (4) hour period. The Landlord acknowledges and agrees that in regards to any such abatement, at the Tenant’s option: (i) the Landlord shall immediately reimburse the Tenant the amount of such abatement; or (ii) the Tenant shall be permitted to set off the amount of such abatement against any amount owing by the Tenant to the Landlord under this Lease.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT’S WORK.

- (a) Prior to the initial installation of the Equipment on the Property, the Tenant shall deliver to the Landlord updated Schedule “B” plan(s), if any (the “Updated Plans”). The Updated Plan(s) shall substitute and replace the plan(s) originally attached to this Lease as Schedule “B”.
- (b) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted.
- (c) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord’s consent (“Alterations”). Alterations may include, but are not limited to, the reconfiguration or replacement of the existing telecommunications

Tenant Initials	Landlord Initials
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tower, the reconfiguration or replacement of existing, or the addition of new, cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant within the Leased Premises, provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule "B" will be substituted with new plans delivered by the Tenant to the Landlord (the "New Plans"), and the New Plans shall be deemed to form part of this Lease. The New Plans shall be subject to the review and approval for the Landlord, with the Landlord acting reasonably.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Lease.

11. RESTORATION. Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises within a reasonable time, and the Tenant shall make good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the "Restoration Obligations"). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, conduits, or concrete foundations.

12. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence and an annual aggregate limit of not less than five million dollars (\$5,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants").

14. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property ("Interference"). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant's standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant's quiet enjoyment of the Leased Premises is protected.

15. ASSIGNMENT. The Tenant shall not be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee, with the Landlord acting reasonably. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord's rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. GENERAL.

(a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the

Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.

- (b) The Landlord, at the Tenant's expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and he Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. "Laws" means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.
- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.
- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally or by courier to the party for whom it is intended, sent by facsimile to the party for whom it is intended, or, if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The facsimile numbers and the addresses for notice are set forth for each party below.

In the case of the Landlord to:

Township of Huron-Kinloss
21 Queen Street, P.O. Box 130
Ripley ON,
N0G 2R0

Attention: ●
Facsimile: ●

In the case of the Tenant to:

BELL MOBILITY INC.
5099 Creekbank Road,
Building D, 6th Floor North
Mississauga, Ontario
L4W 5N2

Attention: Real Estate Services
Facsimile: (905) 282-3102

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.
- (h) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant **during normal business hours** for questions or concerns related to this Lease at ● [NTD: Insert phone]

Tenant Initials	Landlord Initials
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or • [NTD: Insert email].

- (i) It is an expressed condition of this Lease that the provisions of Section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.
- (j) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and
 - (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (k) The Landlord represents and warrants that, as of the date of this Lease, the Landlord is either: (i) not a spouse within the meaning of the Family Law Act, R.S.O. 1990, as amended; or (ii) a spouse within the meaning of the Family Law Act, R.S.O. 1990, as amended, and that this Lease has been consented to in writing by the Landlord's spouse as evidenced by the signature of the Landlord's spouse hereto.
- (l) This Lease shall be binding upon and shall ensure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (m) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar or dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party's obligations under this Lease.
- (n) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.
- (o) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

- (p) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (q) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.
- (r) The Landlord and the Tenant acknowledge and agree that Schedules "A", "B", "C", "D" and "E" and "F" as attached shall form part of this Lease.

17. SPECIAL TERMS AND CONDITIONS. The Landlord and Tenant hereby acknowledge and agree to additional terms and conditions as set forth and attached hereto as Schedule "F".

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

THE CORPORATION OF THE TOWNSHIP OF HURON
(Landlord)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name: Orlando Angel
Title: Director, Real Estate and Operations

I have authority to bind the corporation.

TOR01: 5177423: v9

Tenant Initials	Landlord Initials
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SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

Engineering Code: **X4459**
Municipality: **Township of Huron-Kinloss**
Province: **Ontario**

Legal Description: **PT LT 16-17 CON LAKE RANGE OR CON A HURON AS IN R194010; HURON-KINLOSS**

Property Identifier: **333300060**

SCHEDULE "C"

RENT FOR TERM

1. During the period of the Term commencing on the Commencement Date and ending on the day immediately prior to the Construction Commencement Date, the Landlord and the Tenant agree that the Tenant shall not pay any Rent. "Construction Commencement Date" means the date the Tenant identifies, acting reasonably, as the date that construction of the Equipment has commenced in a notice delivered by the Tenant to the Landlord generally in the form attached hereto as Schedule "E". For clarification purposes, construction of the Equipment shall not be deemed to commence if or when the Tenant causes any ploughing, excavating, surveying, hydro layouts, contractor's tender site walk(s), environmental studies or assessments, soil tests, engineering studies, geotechnical studies or topographical mapping at the Property.
2. During the period of the Term commencing on the Construction Commencement Date and ending on that date which is five (5) years following the Commencement Date, Rent shall **\$10,000.00** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord. In the event that the Construction Commencement Date does not fall on an anniversary date of the Commencement Date, the first payment of annual Rent shall be adjusted on a per diem basis to the next anniversary of the Commencement Date. The first payment of annual Rent shall be due and payable within ninety (90) days of the Construction Commencement Date.

RENT FOR EXTENDED TERMS

1. During the first Extended Term (as applicable), being the period commencing on ● and ending on ●, Rent shall be **ELEVEN THOUSAND DOLLARS (\$11,000.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord, representing a **ten percent (10%)** increase in Rent from the Rent paid during the Term.
2. During the second Extended Term (as applicable), being the period commencing on ● and ending on ●, Rent shall be **TWELVE THOUSAND ONE HUNDRED DOLLARS (\$12,100.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord, representing a **ten percent (10%)** increase in Rent from the Rent paid during the first Extended Term.
3. During the third Extended Term (as applicable), being the period commencing on ● and ending on ●, Rent shall be **THIRTEEN THOUSAND THREE HUNDRED TEN DOLLARS (\$13,310.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord, representing a **ten percent (10%)** increase in Rent from the Rent paid during the second Extended Term.

Tenant Initials	Landlord Initials
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SCHEDULE "D"

ELECTRICITY NOTICE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[_____

_____]

[DATE]

Attention: [_____]

Dear [_____]:

Re: Lease made as of [_____] (the "Lease"), between Bell Mobility Inc. (the "Tenant") and [_____] (the "Landlord") for premises at [_____]

The Tenant hereby notifies the Landlord that, pursuant to Section 7 of the Lease, the costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with one of the following (as shown by the checked box):

a check meter shall be installed by the Tenant on the Property. Upon the commencement of the payment of Rent, the Tenant shall make monthly installments to the Landlord of Four Hundred and Fifty Dollars (\$450.00), in advance (the "Monthly Hydro Installments"). At any time, at the Tenant's sole discretion, the Tenant may periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, the Landlord and the Tenant shall adjust the Monthly Hydro Installments, determine a revised amount for the future Monthly Hydro Installments and the Tenant shall begin paying that amount monthly in advance going forward. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, in the event the Tenant has overpaid for any prior electricity consumption, the Landlord agrees that, at the Tenant's option: (i) upon request by the Tenant, the Landlord shall immediately reimburse the Tenant for such overpaid amount; or (ii) the Tenant shall be permitted to set off such overpayment against any amount owing by the Tenant to the Landlord under this Lease.

OR

a separate meter shall be installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

Any term which is defined in the Lease, shall, unless the context otherwise requires, have the same meaning when used in this letter.

Sincerely,

BELL MOBILITY INC.

BELL MOBILITY INC.

Tenant Initials	Landlord Initials
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SCHEDULE "E"

CONSTRUCTION COMMENCEMENT DATE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[_____

_____]

[DATE]

Attention: [_____]

Dear [_____]:

Re: Lease made as of [_____] (the "Lease"), between Bell Mobility Inc. (the "Tenant") and [_____] (the "Landlord") for premises at [_____]

The Tenant hereby notifies the Landlord that, pursuant to Schedule "C" of the Lease, the "Construction Commencement Date" (as defined therein) is established as [_____].

Sincerely,

BELL MOBILITY INC.

BELL MOBILITY INC.

Tenant Initials	Landlord Initials
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SCHEDULE "F"

SPECIAL TERMS AND CONDITIONS

- (a) **SHARED LANDLORD AND TENANT ACCESS:** Notwithstanding the foregoing, with the exception of the area within the Leased Premises that is for the Tenant's, its agents', employees', contractors', assignee's and sublessee's exclusive use (the "Compound Area"), the Tenant and Landlord and their respective permitted successors and assigns shall have shared non-exclusive ingress and egress across the access route ("Shared Access") leading to the Compound Area provided that the Landlord and/or their permitted successors and assigns does not materially interfere with the Tenant's rights under Section 2 & Section 8 of this Lease.