

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this ____ day of _____, 2024.

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 McCully Street, Amherst, Nova Scotia, 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 use and maintain the existing access road to the Leased Premises, which access road forms 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 May 1, 2025 (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 108124694 RT0001, 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.

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 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. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with a separate meter installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

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.

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) 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.

(b) 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 expansion, reconfiguration or replacement of the existing telecommunication tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), 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, 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” may 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.

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 Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and 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

Tenant Initials	Landlord Initials
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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 not 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 two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) 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"). If Contaminants that are not in compliance with Laws ("Contaminants Not In Compliance") are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

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 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. 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 the 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:

Town of Amherst
98 Victoria Street East
Amherst, Nova Scotia
B4H 1X6

Attention: Chief Administrative Officer
Facsimile: 902-667-5409

In the case of the Tenant to:

BELL MOBILITY INC.
1 Carrefour Alexander-Graham-Bell
Building B – 3
Verdun, Quebec
H3E 3B3

Attention: Real Estate Services
Email: bmresi@bell.ca
Telephone: 1-800-707-6485

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.

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 24 hours a day for questions or concerns related to this Lease at 902-667-3352 or info@amherst.ca.

- (h) 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

Tenant Initials	Landlord Initials
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and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (i) If a matrimonial home is located on the Property, Landlord’s spouse hereby consents to this Lease.
- (j) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (k) 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.
- (l) 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.

Furthermore, the Landlord shall not be permitted to mandate or engage the services of a third party save for an Authorized Representative, for the purposes of any negotiation whatsoever regarding the present Lease or the Leased Premises (including, without limitation, the payable rent for any renewal or extension period), without obtaining the prior written consent of the Tenant to any such mandate (which prior written consent may be withheld by the Tenant at its sole discretion). For greater certainty, only the Landlord, its officers, a duly licensed broker or a duly licensed attorney at law (collectively, the “Authorized Representatives”) may negotiate terms or conditions regarding the present Lease with the Tenant.

- (m) 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.
- (n) 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.
- (o) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province within which the Property is located.
- (p) The Landlord and the Tenant acknowledge and agree that Schedules “A”, “B” and “C” as attached shall form part of this Lease.

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

TOWN OF AMHERST (Landlord)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name: Chantal Desjardins
Title: Senior Manager, Real Estate Services

I have authority to bind the corporation.

Tenant Initials	Landlord Initials
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SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

Engineering Code: J0665
Municipality: Amherst
Province: Nova Scotia

Legal Description:

Parcel Identifier: PID 25024639

All that lot of land situate at Amherst, in the County of Cumberland, Province of Nova Scotia, shown as **Lot AMH** on plan entitled "Plan of Survey Showing Lot AMH (Leased) and Access Easement Over Lands of The Town of Amherst" and dated March 30, 2005 by E.C. Keen, N.S.L.S., the said lot of land being more particularly bounded and described as follows:

BEGINNING at a survey marker set at the west corner of the lot of land herein described. Said survey marker being distant 289.153 meters on a bearing of 65 degrees 49 minutes 30 seconds from Nova Scotia Co-ordinate Monument #24021;

THENCE 31 degrees 08 minutes 00 seconds a distance of 24.000 meters along lands of the Town of Amherst to a survey marker;

THENCE 121 degrees 08 minutes 00 seconds a distance of 24.000 meters along said lands of the Town of Amherst to a survey marker;

THENCE 211 degrees 08 minutes 00 seconds a distance of 33.121 meters along said lands of the Town of Amherst to a survey marker;

THENCE 321 degrees 56 minutes 30 seconds a distance of 25.675 meters along said lands of the Town of Amherst to the point of beginning.

Said lot of land containing 538.430 square meters and being a portion of lands conveyed to the Town of Amherst by deed recorded at the Registry of Deeds, for the County of Cumberland in Book 420, Page 837.

All bearings referable to Grid North, Nova Scotia Co-ordinate System, Zone 5, Central Meridian 64 degrees 30 minutes West, 1979 adjustment.

All that area of land situate at Amherst, in the County of Cumberland, Province of Nova Scotia, shown as Access Easement on plan entitled "Plan of Survey Showing Lot AMH (Leased) and Access Easement Over Lands of The Town of Amherst" and dated March 30, 2005 by E.C. Keen, N.S.L.S. the said area of land being more particularly bounded and described as follows:

BEGINNING at a point on the western boundary of McCully Street at the eastern corner of lands of the Town of Amherst;

THENCE 296 degrees 50 minutes 45 seconds a distance of 15.415 meters along said lands of the Town of Amherst to a point;

THENCE northerly and westerly an arc distance of 11.987 meters along said lands of the Town of Amherst following a curve to the left, having a radius of 10.400 meters to a point. Said curve having a chord distance of 11.334 meters and bearing of 264 degrees 59 minutes 42 seconds;

THENCE 231 degrees 58 minutes 22 seconds a distance of 13.380 meters along said lands of the Town of Amherst to a point;

THENCE westerly an arc distance of 23.594 meters along said lands of the Town of Amherst following a curve to the right, having a radius of 18.463 meters to a point. Said curve having a chord distance of 22.021 meters and bearing of 268 degrees 24 minutes 47 seconds;

THENCE 304 degrees 53 minutes 54 seconds a distance of 53.325 meters along said lands of the Town of Amherst to a point;

THENCE 31 degrees 08 minutes 00 seconds a distance of 6.109 meters along Lot AMH to a point;

THENCE 124 degrees 53 minutes 54 seconds a distance of 53.719 meters along aforesaid lands of the Town of Amherst to a point;

SCHEDULE "A" CONTINUED

THENCE easterly an arc distance of 15.818 meters along said lands of the Town of Amherst following a curve to the left, having a radius of 12.367 meters to a point. Said curve having a chord distance of 14.762 meters and bearing of 268 degrees 24 minutes 29 seconds;

THENCE 51 degrees 58 minutes 22 seconds a distance of 13.390 meters along said lands of the Town of Amherst to a point;

THENCE easterly an arc distance of 19.013 meters along said lands of the Town of Amherst following a curve to the right, having a radius of 16.496 meters to a point. Said curve having a chord distance of 17.978 meters and bearing of 84 degrees 59 minutes 33 seconds;

THENCE 116 degrees 50 minutes 45 seconds a distance of 18.157 meters along said lands of the Town of Amherst to a point;

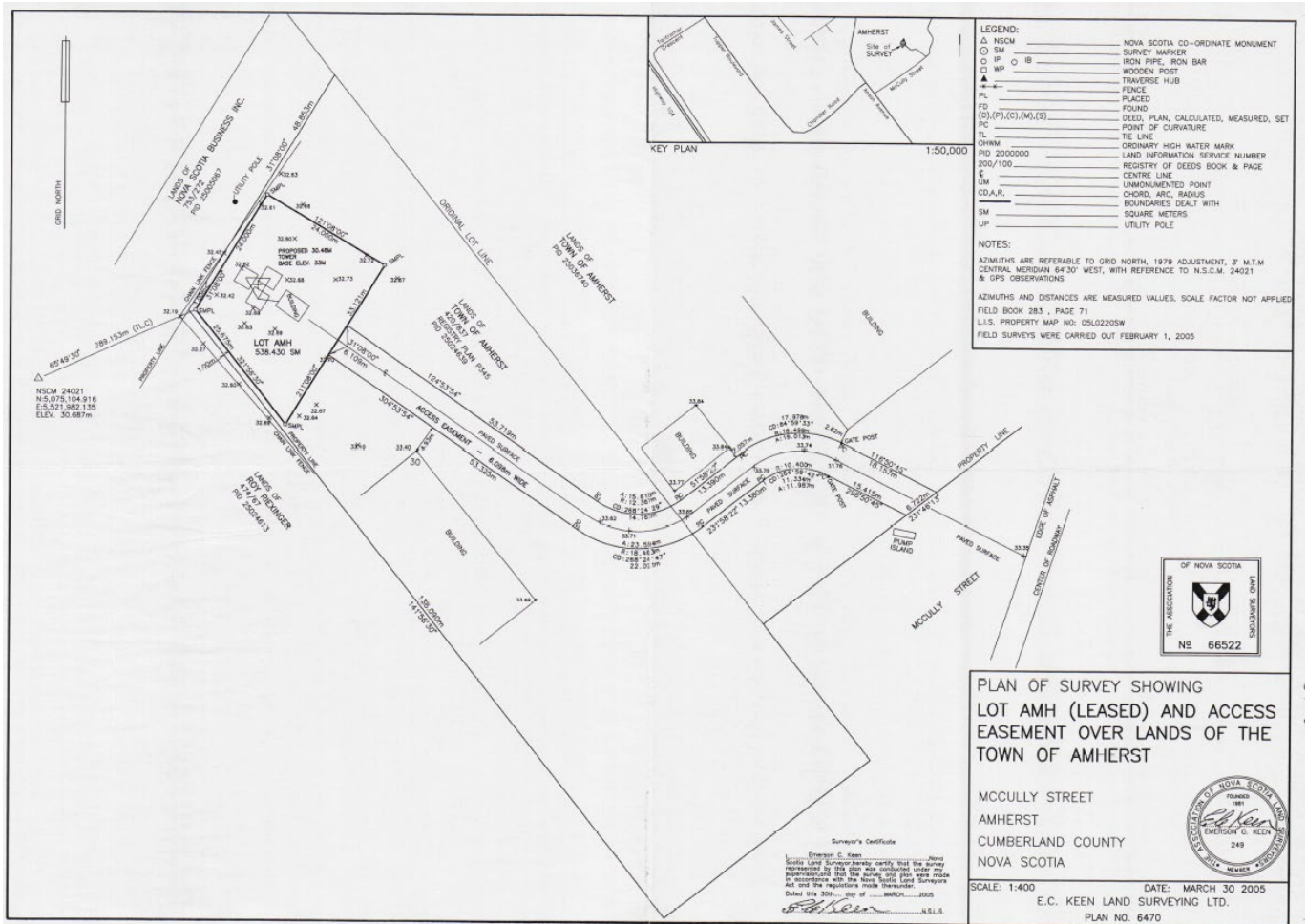
THENCE 231 degrees 46 minutes 13 seconds a distance of 6.722 meters along aforesaid McCully Street to the point of beginning.

All bearings referable to Grid North, Nova Scotia Co-ordinate System, Zone 5, Central Meridian 64 degrees 30 minutes West, 1979 adjustment.

* subject to municipal setbacks

SCHEDULE "B"

PLAN(S) OF LEASED PREMISES



* subject to municipal setbacks

SCHEDULE "C"

RENT FOR TERM

1. During the period of the Term commencing on the Commencement Date and ending on that date which is five (5) years following the Commencement Date, Rent shall be Five Thousand, Four Hundred Forty-one Dollars and Sixteen Cents (\$5,541.16) (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.
2. Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term, the Rent shall increase annually by two percent (2%) of the previous year's Rent, payable annually, in advance, by the Tenant to the Landlord.

RENT FOR EXTENDED TERMS

3. On each anniversary thereafter during any Extended Term thereof, if applicable, the Rent shall increase annually by two percent (2%) of the previous year's Rent, payable annually, in advance, by the Tenant to the Landlord.

ADDITIONAL RENT FOR THIRD PARTY CARRIERS

4. The Tenant has the right to sublease or license the whole or any part of the Equipment or Leased Premises and rights of access to any existing sub-lessee or licensee, in consideration of an additional annual rent for each sub-lessee or licensee, save and except for corporate affiliates, in the amount of Two Thousand Dollars (\$2,000.00) payable to the Landlord annually on the first day of the month following installation of the Sublessee's equipment and to be pro-rated for the balance of the lease year in which installation occurs. Thereafter, the Additional Rent shall be terminated on the last day of the month during which the Sublessee's equipment is removed and all prepaid Additional Rent shall be adjusted to the date of termination. Such Additional Rent shall be subject to the same annual increase as the Rent.
5. Additionally, should the Tenant sublease or license the whole or any part of the Equipment or Leased Premises, and rights of access, to any other sub-lessee or licensee, the Tenant shall commence paying, for each additional sub-lessee or licensee save and except for corporate affiliates, an additional annual rent in the amount of Two Thousand Dollars (\$2,000.00) payable to the Landlord annually on the first day of the month following installation of the Sublessee's equipment and to be pro-rated for the balance of the lease year in which installation occurs. Thereafter, the Additional Rent shall be terminated on the last day of the month during which the Sublessee's equipment is removed and all prepaid Additional Rent shall be adjusted to the date of termination. Such Additional Rent shall be subject to the same annual increase as the Rent.

Tenant Initials	Landlord Initials
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