

THIS LEASE made this 25th day of April, 2005, effective as of May 1, 2005.

BETWEEN:

TOWN OF AMHERST, a body corporate ,

(hereinafter called the "Lessor")

OF THE ONE PART

- and -

MT&T MOBILITY INCORPORATED, a body corporate, with head office at Dartmouth, in the County of Halifax, Province of Nova Scotia,

(hereinafter called the "Lessee")

OF THE OTHER PART

WITNESSETH THAT:

1. In this Lease,
 - (a) The "Lessor's Lands" means the lands of the Lessor situate at McCully Street, Amherst, Cumberland County, Province of Nova Scotia, more particularly described in the instrument recorded at the Registry of Deeds for the County of Cumberland in Book 420 at Page 837 (PID No. 25024639);
 - (b) "Demised Premises" means the lot of land forming part of the Lessor's lands known as Lot AHM, McCully Street, Amherst, County of Cumberland, Nova Scotia, and more particularly described in Schedule "A" to this Lease and depicted on that Plan of Survey appended as Schedule "C" to this Lease;
 - (c) "Lessor" means Town of Amherst, a body corporate,
 - (d) "Lessee" means MT&T Mobility Incorporated, a body corporate, its successors, assigns, servants, agents, licensees, workmen, contractors and guests;
 - (e) "Right-of-Way" means the full right, liberty and privilege for the Lessee to pass and repass at all times hereafter by day or by night with or without vehicles of any description for all purposes connected with the use and enjoyment of the Demised Premises over and along the right-of-way more particularly described in Schedule "B" to this Lease and depicted on that Plan of Survey appended as Schedule "C" to this Lease for the purpose of maintaining and using same to gain access to and egress from the Demised Premises together with the right to lay down, install, construct, maintain, inspect, alter, replace, repair and reconstruct a roadway and its appurtenances within the Right-of-Way.

DEMISE

2. In consideration of the rents hereby reserved and the covenants herein contained, the Lessor hereby grants to the Lessee the Right-of-Way and leases to the Lessee the Demised Premises, together, for a term of twenty (20) years beginning May 1, 2005 and ending April 30, 2025, for the following purposes:

- (a) the accessing, construction, operation and maintaining of a telecommunications tower and related equipment as the Lessee may from time to time install over, upon, across and under the Demised Premises (the "Transmission Facility");
- (b) the construction, operation and maintenance of a utility pole line for electrical power and telecommunications consisting of poles and cable lines together with all necessary attendant anchors, guys, wires, braces and appurtenances as the Lessee may from time to time install over, upon, across and under the Demised Premises and the Right-of-Way;
- (c) the right to lay down, install, construct, maintain and reconstruct a roadway and its appurtenances within the Demised Premises and the Right-of-Way;
- (d) to make any changes to the Transmission Facility;
- (e) generally to do all acts necessary and incidental to the exercise of the rights and privileges granted herein.

RENT

3. The Lessee shall pay to the Lessor as rent the sum of Four Thousand Dollars (\$4,000.00) per year together with exigible Harmonized Sales Tax, payable yearly in advance from the date upon which the lease term commences.

Rent will be adjusted between the parties effective on every fifth (5th) anniversary of the commencement of the term; to wit, May 1, 2010; May 1, 2015; May 1, 2020.

The rent shall be adjusted upward (but not downward) in an amount proportionate to the increase, if any, in the value of the Demised Premises exclusive of the tower and related equipment and improvements installed by the Lessee, as established by the "Consumer Price Index" published by Statistics Canada.

LESSOR'S COVENANTS

4. The Lessor covenants with the Lessee as follows:

- (a) The Lessor has good and marketable title to the Demised Premises and to the Right-of-Way and full and absolute right to lease the Demised Premises and to grant the Right-of-Way and so long as the Lessee is not in default of any of the terms of this Lease, the Lessee shall have quiet possession of the Demised Premises and use of the Right-of-Way.
- (b) The Lessor will pay all property taxes assessed against the Demised Premises; provided however, if the Lessor's Lands are subject to increased property taxes by virtue of this Lease or the Lessee's occupancy of the Demised Premises, the Lessee shall reimburse the Lessor for any such increase in property taxes.
- (c) The Lessee may terminate this Agreement upon three (3) months' written notice given by the Lessee to the Lessor, provided however any rent paid in advance to the Lessor shall not be refundable to the Lessee.
- (d) The Lessor shall provide for uninterrupted access through any gates that are now or may be installed on the Lessor's lands or the Right-of-Way so as to ensure uninterrupted access by the Lessee to the Demised Premises.
- (e) The Lessee may authorize other telecommunications carriers to share the use of the Demised Premises and to exercise the easement rights hereby granted within the Right-of-Way.

LESSEE'S COVENANTS

5. The Lessee covenants with the Lessor as follows:
- (a) The Lessee will pay all taxes assessed against the occupancy of the Demised Premises by the Lessee, in respect of any property of the Lessee situate thereon.
 - (b) The Lessee shall indemnify and save harmless the Lessor from and against all or any actions, claims or demands that may be lawfully brought against the Lessor by reason of anything done by the Lessee, its agents or contractors or anything placed on the Demised Premises by the Lessee, its agents or contractors.
 - (c) Upon expiry or earlier termination of this Lease, and within six months thereafter, except insofar as the Lessee's ability to perform or observe this covenant arises from force majeure, the Lessee shall remove from the Demised Premises the Transmission Facility, in which case the Lessee will leave the Demised Premises in restored condition. "Force Majeure" means any act of God; inevitable accident; fire; walk-out, strike or other labour dispute; riot or civil commotion; political controversy; act of public enemies; law enactment, regulation, rule, order or act of government or governmental instrumentality (whether federal, provincial, local, foreign or other); failure of technical difficulties; or other cause of a similar or different nature beyond the Lessee's control.
 - (d) The Lessee will promptly discharge any Mechanics' Liens filed against the Demised Premises with respect to work done for the benefit of or at the request of the Lessee, provided that the Lessee may in good faith contest any lien in a court or tribunal having jurisdiction and, further provided that the entry into this Lease by the Lessor shall not constitute a consent by the Lessor under the *Builders' Lien Act*, R.S.N.S., 1989, c. 277 in respect of Section 8(2) of the Act.
 - (e) The Lessee will make good any damage to the Lessor's Lands resulting from installation of and subsequent maintenance to the Transmission Facility and related equipment.
 - (f) The Lessee will, in its occupancy of the Demised Premises, comply with all laws, regulations and rulings of any government or governmental organization having lawful jurisdiction.

FORFEITURE AND RE-ENTRY

6. If the Lessee should be in default of any of the terms of this Lease and if the Lessee should fail to cure such default within thirty (30) days after the Lessor gives the Lessee written notice of such default or if the Lessee shall become bankrupt or make a general assignment for the benefit of its creditors, then the Lessor may enter upon the Demised Premises and every part thereof and thence forth this Lease shall be void; provided, however, if the default by the Lessee can only be cured by the performance of labour or the furnishing of materials and if such labour cannot easily be completed or such materials reasonably obtained and utilized within thirty (30) days, such default shall not be deemed to continue if the Lessee proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete the same. The Lessee shall thereupon remove all its fixtures in accordance with Article 5 of this Lease.

ARBITRATION

7. Any unresolvable disputes between the parties arising out of this Lease shall be resolved by arbitration between the parties by reference to a single arbitrator subject to the provisions of the *Commercial Arbitration Act* of Nova Scotia.

NOTICES

8. Any notice in writing which either party may give to the other with regard to any matter or thing in this Lease may be validly given by mailing the same by prepaid registered post addressed, if intended for the Lessor, to:

Town of Amherst
5 Ratchford Street
PO Box 516
Amherst NS B4A 4A1

Attention: Town Clerk

and, if intended for the Lessee, to:

MT&T Mobility Incorporated
238 Brownlow Avenue, Suite 202
Burnside Industrial Park
Dartmouth, NS B3B 1Y4

Attention: Secretary/Treasurer

INTERFERENCE AND DEGRADATION OF SIGNALS

9. The Lessor and the Lessee covenant as follows:

- (a) No part of the Lessor's Lands shall be used or occupied by any person, firm or corporation which carries on the business of transmitting or sending or receiving telecommunications signals without first meeting the requirements and prior written approval of the Lessee's engineer, which approval shall not be unreasonably withheld;
- (b) The Lessor and the Lessee will cooperate with each other and any and all other proposed lessees of the Lessor's Lands (or portion thereof) in testing or carrying out any modification that may be necessary to ensure proper functioning of the Transmission Facility but should interference develop at any time between the signals of the Lessee and that of the Lessor and its lessees, the Lessor and the Lessee shall cooperate in the determination of the cause of such interference. The Lessor or its lessee shall take immediate steps to eliminate the interference at its own expense. Where considerations of costs or engineering simplicity indicate that a modification of apparatus owned or operated by the Lessor or its lessee or the Lessee will provide the most expedient solution to any interference problem, such modification shall be made, notwithstanding that such apparatus may not be the direct cause of the interference; always provided that any such modification will not adversely affect the operation or performance of the Transmission Facility and that the cost thereof be borne by the Lessor or its lessee.

This covenant shall enure to the benefit of the Lessee's leasehold interest pursuant to this Lease any renewal or extension thereof, and it is the intention of the Lessor and the Lessee that the burden of this covenant shall run with and bind the Lessor's Lands during the Term of this Lease and any renewal or extension thereof.

If during the Term of this Lease or any renewal or extension thereof, the Lessor shall sell or part with possession of all or any part of the Lessor's Lands, the conveyance or other instrument for such purpose shall expressly incorporate by reference this covenant enuring to the benefit of the Lessee and to the benefit of the Demised Premises. The Lessor, in contracting with any other party who seeks to use the Lessor's Lands shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant

shall be expressly stated to be for the Transmission Facility and the Lessee and the Demised Premises.

SUCCESSORS AND ASSIGNS

10. This Lease shall enure to the benefit of and be binding upon the Lessor, their heirs, executors, administrators, successors and assigns, the owners from time to time of the Lessor's Lands and upon the Lessee and its successors and assigns, the holders from time to time of the Lessee's leasehold interest in the Demised Premises.

IN WITNESS WHEREOF the Parties have duly executed these presents the day and year first above mentioned.

SIGNED, SEALED & DELIVERED
in the presence of



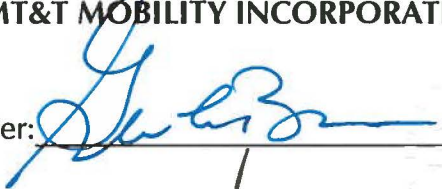
Witness




Witness

) **TOWN OF AMHERST**
)
) Per: 

)
) Per: 

) **MT&T MOBILITY INCORPORATED**
)
) Per: 

)
) Per: 

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND

ON THIS 25th day of April, 2005 before me, the subscriber personally came and appeared, Ron Curtis, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that the TOWN OF AMHERST, one of the Parties thereto, caused the same to be executed on its behalf and its corporate seal to be thereunto affixed by its proper officer(s) his presence.

Sarah Wilson
A Commissioner of Oaths for the
Supreme Court of Nova Scotia

SARAH WILSON
A Commissioner of the
Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND

I HEREBY CERTIFY THAT ON THIS 25th day of April, 2005, The Town of Amherst, one of the parties thereto, caused the same to be executed and its corporate seal to be thereunto affixed in my presence.

Sarah Wilson
A Commissioner of Oaths for the
Supreme Court of Nova Scotia

SARAH WILSON
A Commissioner of the
Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

I HEREBY CERTIFY THAT ON THIS day of May, 2005, MT&T Mobility Incorporated, one of the parties thereto, caused the same to be executed and its corporate seal to be thereunto affixed in my presence.

~~Sarah Wilson
A Commissioner of Oaths for the
Supreme Court of Nova Scotia~~



AFFIDAVIT AS TO SPOUSAL STATUS

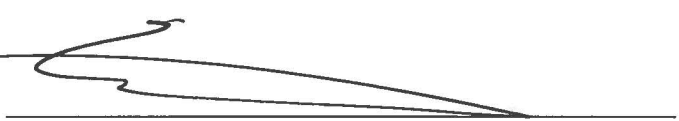
**C A N A D A
PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND**

AFFIDAVIT OF STATUS

I, E. Childs, of Amherst, in the County of Cumberland, Province of Nova Scotia, make oath and say as follows:

1. **THAT** I am the clerk of the Town of Amherst (the "Company") and as such have a personal knowledge of the matters herein deposed to.
2. **THAT** the Company is not now nor will it be on the date of delivery of the foregoing and attached Indenture, a non-resident of Canada within the meaning of the Income Tax Act (Canada).
3. **THAT** the ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Company.

SWORN TO at)
 in the County of Cumberland,)
 Province of Nova Scotia,)
 this 25th day of April)
 2005 , before me,)
Sarah Wilson)
 A Commissioner of Oaths for the)
 Supreme Court of Nova Scotia)



SARAH WILSON
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE "A"

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.

SCHEDULE "B"

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;

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.

BETWEEN:

TOWN OF AMHERST

(hereinafter called the "Lessor")

OF THE ONE PART

- and -

MT&T MOBILITY INCORPORATED, a body corporate,

(hereinafter called the "Lessee")

OF THE OTHER PART

L E A S E

Brian A. Tabor
Cox Hanson O'Reilly Matheson
1100 - Purdy's Wharf Tower I
PO Box 2380 Stn Central RPO
Halifax NS B3J 3E5

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

ON THIS 9th day of May, 2005 before me, the subscriber personally came and appeared, Pat Shrum, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that MT&T Mobility Incorporated, one of the Parties thereto, caused the same to be executed on its behalf and its corporate seal to be thereunto affixed by its proper officer(s) in her presence.



A Commissioner of Oaths for the
Supreme Court of Nova Scotia