

THE CORPORATION OF THE TOWNSHIP OF PRINCE

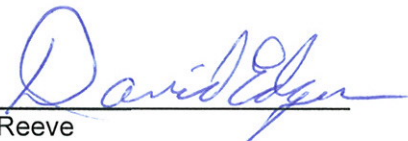
BY-LAW NO. 2000-10

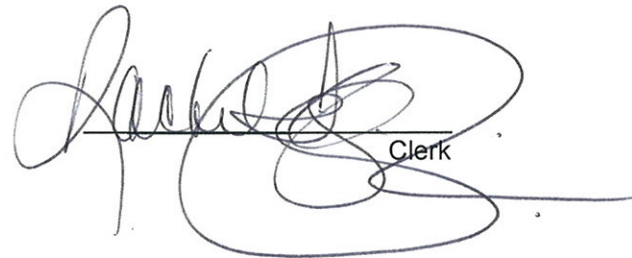
Being a by-law to authorize execution by the Reeve and Administrator of an amending agreement between the municipality and Bell Mobility Cellular Inc. with respect to a lease of the Community Centre property

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and Bell Mobility Cellular Inc. with respect to a lease of the Community Centre property, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 24th day of October, 2000.


Reeve


Clerk

AMENDING AGREEMENT**SITE NAME: 3042 SECOND LINE WEST****SITE NUMBER: 555**This Agreement made this 12th day of October, 2000,

between:

Township of Prince
3042 Second Line West
Sault Ste. Marie
Ontario

(the "Landlord")
OF THE FIRST PART

- and -

Bell Mobility Cellular Inc.
2920 Matheson Blvd. East
Mississauga, Ontario
L4W 5J4

(the "Tenant")
OF THE SECOND PART

WHEREAS by a lease dated May 28, 1996 made between the Landlord, as landlord, and Bell Mobility Cellular Inc., as tenant (the "Lease"), the Landlord did lease to Bell Mobility Cellular Inc. a portion of the property municipally known as 3042 Second Line West, Sault Ste. Marie, Province of Ontario, for a term of five (5) years commencing on July 1, 1996 and expiring on June 30, 2001 subject to rights of renewal as more particularly described in the Lease;

AND WHEREAS the Landlord has granted approval of the Tenant's request to sublicense an additional 13 x 28 feet (364 sq ft) of land space to Rogers Wireless Inc. ("Wireless"), as shown in the attached Schedule "B" ("Site Plan"), subject to the terms and conditions contained herein;

AND WHEREAS the parties hereto have agreed to amend the terms of the Lease in the manner hereinafter provided;

NOW THEREFORE this Agreement witnesseth that, in consideration of the rent, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The above recitals are true in statement and in fact.
2. From and after December 1, 2000 the Lease shall be amended as follows:
 - (a) Provided that Wireless shall install its equipment on the Tower and Leased Premises, in addition to the Rent payable pursuant to Schedule Exhibit "C" of the Lease Agreement, the Tenant shall commence paying additional rent to the Landlord pursuant to Schedule "A" ("Additional Rent Payment") attached hereto.
 - (b) In the event that Wireless shall remove its equipment from the Tower and the Leased Premises, the payment of the additional rent pursuant to Schedule "A" shall terminate on the date of such removal and the Landlord shall refund pro-rata the portion of such rent, if any, accruing due after the date of the termination.
3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the Lease shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the Lease remain in full force and effect, unchanged and unmodified, except in accordance with this Agreement.

- 4. Except as specifically stated in this Agreement, any term which is defined in the Lease and any amendments thereof, shall, unless the context otherwise requires, have the same meaning when used in this Agreement.
- 5. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and their permitted assigns.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. If any provision is invalid or unenforceable such provision shall be deemed deleted and the remaining portions of this Agreement shall remain valid and binding.

IN WITNESS WHEREOF the said parties hereto have duly executed the Lease on the dates noted below.

DATED at Mississauga, this _____ day of _____, 2000.

BELL MOBILITY CELLULAR INC.

per: _____ Seal
 Mark Rausa
 Vice President

DATED at _____, this _____ day of _____, 2000

per: _____ Seal
 name: _____
 title: _____

per: _____ Seal
 name: _____
 title: _____

SCHEDULE "A"
ADDITIONAL RENT PAYMENT

In respect to the equipment installation on the Tower and the Leased Premises by Rogers Wireless Inc., the Tenant shall pay additional rent to the Landlord as follows:

Term 1

For the period commencing December 1, 2000 and ending June 30, 2001, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand and Fifty Dollars (\$1050.00), payable in advance.

Term 2

For the period commencing July 1, 2001 and ending June 30, 2002, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Thirty Six Dollars (\$1,836.00), payable in advance.

For the period commencing July 1, 2002 and ending June 30, 2003, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Thirty Six Dollars (\$1,836.00), payable in advance.

For the period commencing July 1, 2003 and ending June 30, 2004, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Thirty Six Dollars (\$1,836.00), payable in advance.

For the period commencing July 1, 2004 and ending June 30, 2005, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Thirty Six Dollars (\$1,836.00), payable in advance.

For the period commencing July 1, 2005 and ending June 30, 2006, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Thirty Six Dollars (\$1,836.00), payable in advance.

Term 3

For the period commencing July 1, 2006 and ending June 30, 2007, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Seventy Three Dollars (\$1,873.00), payable in advance.

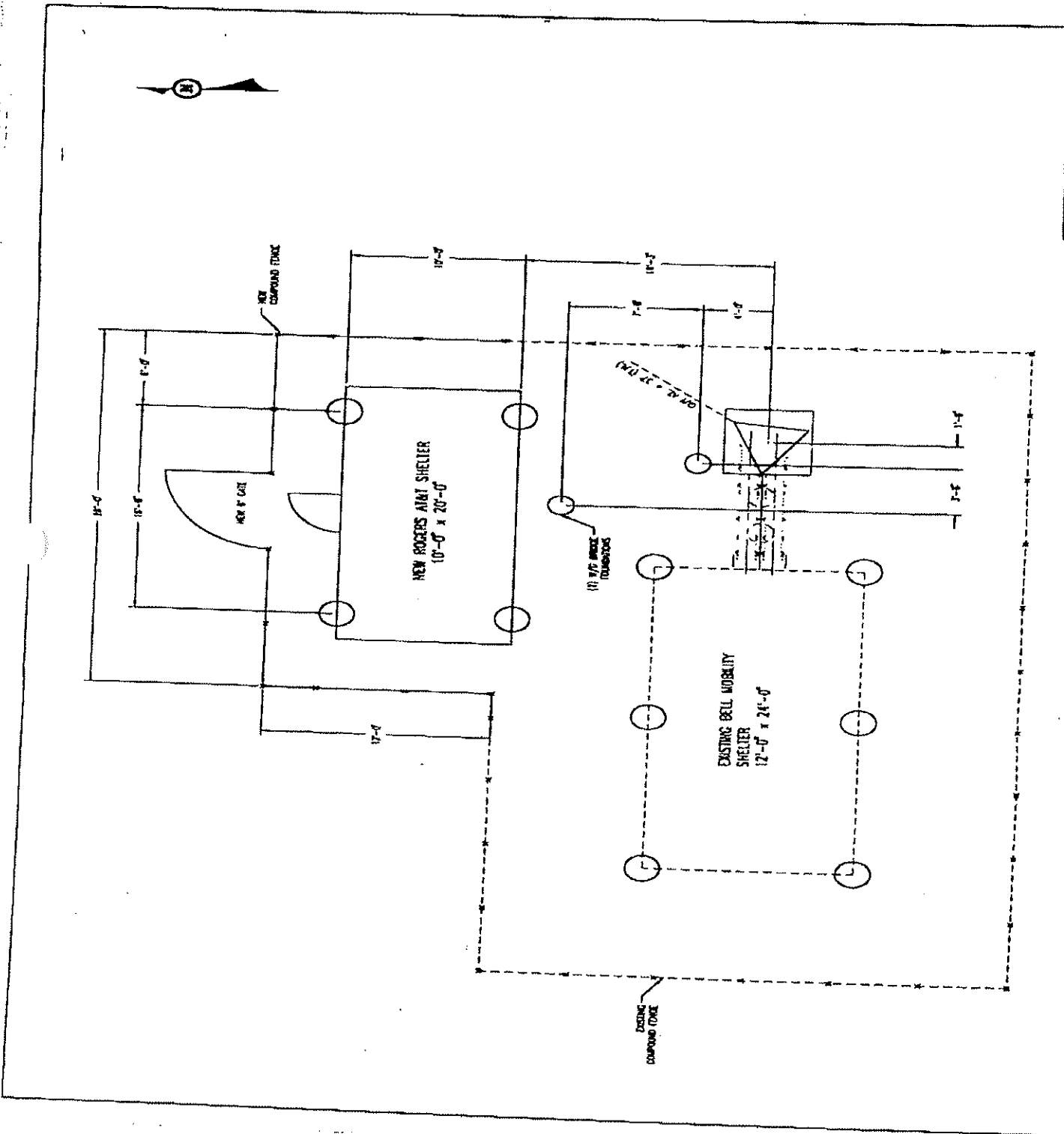
For the period commencing July 1, 2007 and ending June 30, 2008, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Seventy Three Dollars (\$1,873.00), payable in advance.

For the period commencing July 1, 2008 and ending June 30, 2009, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Seventy Three Dollars (\$1,873.00), payable in advance.

For the period commencing July 1, 2009 and ending June 30, 2010, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Seventy Three Dollars (\$1,873.00), payable in advance.

For the period commencing July 1, 2010 and ending June 30, 2011, the Tenant shall pay to the Landlord annual rent in the amount of One Thousand Eight Hundred and Seventy Three Dollars (\$1,873.00), payable in advance.

SCHEDULE "B" SITE PLAN



TRYLEON MANUFACTURING CO. LTD.
 11000 110th St. Richmond, BC V6V 2G9
 TEL: (604) 273-1100
 FAX: (604) 273-1101
 WWW: www.tryleon.com

DATE	NO.	DESCRIPTION
10/12/00	0553	SITE LAYOUT PLAN
10/12/00	0553	ISSUED FOR PERMIT
10/12/00	0553	ISSUED FOR PERMIT
10/12/00	0553	ISSUED FOR PERMIT