

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2009-12

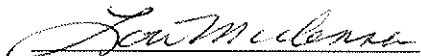
Being a by-law to authorize execution by the Reeve and Administrator of a lease agreement Bell Mobility Inc. and the Corporation of the Township of Prince.

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

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between Bell Mobility Inc. and the Corporation of the Township of Prince, 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 14th day of April, 2009.


Reeve


CAO/Administrator

**SECOND AMENDMENT TO LEASE AGREEMENT
"3042 SECOND LINE WEST"
SAULT STE. MARIE, ONTARIO**

SITE #: 555

THIS AGREEMENT made this 14th day of April, 2009

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

**TOWNSHIP OF PRINCE
3042 Second Line West
Sault Ste. Marie, Ontario
P6A 6K4**

(the "Landlord")

OF THE FIRST PART

- and -

**BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2**

(the "Tenant")

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property (hereinafter called "The Property") municipally known as 3042 Second Line West, Sault Ste. Marie, Ontario.

AND WHEREAS the parties hereto have entered into a lease agreement dated May 28, 1996 (the "Lease") whereby the Landlord leased to Bell Mobility Cellular Inc., as Tenant, a portion of the Property and Tower (hereinafter called the Demised Premises) for a term of five (5) years commencing on the 1st day of July, 1996, and expiring on the 30th of June, 2001;

AND WHEREAS by letter dated April 16, 2001, the Tenant exercised its right and option to extend the Lease for a further term of five (5) years commencing on the 1st day of July, 2001 and ending on the 30th day of June 2006;

AND WHEREAS by Articles of Amalgamation dated January 1, 2002, Bell Mobility Cellular Inc. amalgamated with Bell Mobility Radio Inc., Bell Mobility Paging Inc. and Skytel Communications Corporation to continue as Bell Mobility Inc.;

AND WHEREAS by letter dated January 24, 2006, the Tenant exercised its right and option to extend the Lease for a further term of five (5) years commencing on the 1st day of July, 2006 and ending on the 30th day of June 2011;

AND WHEREAS the parties hereto have agreed to renew and extend the term of the Lease to allow the Tenant to continue to use the Demised Premises as described in the Lease, subject to the terms and conditions hereinafter contained (the "Second Amendment");

AND WHEREAS the parties, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE in consideration of the rents, 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. **TERM**

The Lease is amended to provide that the term of the Lease is hereby extended for a further term of five (5) years commencing July 1, 2011 and ending on June 30, 2016 (the "Term").

2. **RENT**

Commencing on July 1, 2011, the Tenant shall pay, in advance, to the Landlord, its successors and assigns, Base Rent in the amount of \$5,731.38 per year, which shall continue during the Term until increased as set forth herein. Thereafter, commencing on July 1, 2016, Base Rent shall increase by two percent (2%) and at the beginning of each Renewal Term, as applicable. In addition, the Tenant shall pay to the Landlord any goods and services tax which it is required to pay by law provided that the Landlord shall inform the Tenant of the applicable registration number.

3. **OPTION TO EXTEND**

Unless the Tenant provides the Landlord with written notice of its intention not to renew the Lease at least six (6) months prior to the expiration of the Term or Renewal Term, the Lease shall automatically renew for three (3) successive five (5) year renewal terms (each of such terms being referred to as a "Renewal Term") on the same terms and conditions herein.

4. **TERMINATION**

It is agreed and understood that the Tenant may terminate this Lease at any time, for any reason whatsoever, by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Tower and all other Equipment from the Demised Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

5. **NOTICE**

Any notice to be given under the terms of this Lease shall be sufficiently given if delivered (by hand or courier) 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 addresses for notice are as follows:

Landlord:

**TOWNSHIP OF PRINCE
3042 Second Line West
Sault Ste. Marie, Ontario
P6A 6K4**

and in the case of the Tenant to:

**Bell Mobility Inc.
5099 Creekbank Road, 6N
Mississauga, Ontario
L4W 5N2**

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

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

6. EMERGENCY CONTACT INFORMATION

Bell Mobility's Call Centre can be reached 24 hours a day at 1-866-670-6622 to report power outages or other hazardous conditions occurring at the Demised Premises.

7. REAFFIRMATION; INTENTION TO BE BOUND.

Except as provided in this Second Amendment, each and every term, condition and agreement contained in the Lease will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Lease are true and accurate as of the date of this Second Amendment. The parties executing this Second Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

8. EXECUTION

This Second Amendment shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

9. CONFIDENTIALITY

The terms of this Second Amendment as well as the terms of the Lease, and all information issued, disclosed or developed in connection with this Second Amendment and the Lease are to be held in strict confidence between the parties hereto. 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.

10. OTHER TERMS AND CONDITIONS REMAIN

In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.

11. CAPITALIZED TERMS

All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF the said parties hereto have duly executed this Second Amendment on the dates noted below.

DATED at Mississauga, Ontario this _____ day of _____, 2009.

BELL MOBILITY INC.

per: _____
Mark Evanylo
National Manager, Real Estate Services

DATED at Township of Prince, this 14th day of April, 2009.

TOWNSHIP OF PRINCE

Per: *Luca Madonna*
Name: Luca Madonna
Title: Reeve

Per: *Brianna Coughlin*
Name: Brianna Coughlin
Title: CAO Administrator

I/we have the authority to Bind the Township

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DATED at Mississauga, Ontario this 30th day of Jan, 2009.

BELL MOBILITY INC.

per: _____

Mark Evanylo
National Manager, Real Estate Services

DATED at Township of Prince, this 14th day of April, 2009.

TOWNSHIP OF PRINCE

Per: _____

Name: Lou Madonna

Title: Reeve

Per: _____

Name: Brianna Coughlin

Title: CAO/Administrator

I/we have the authority to Bind the Township