TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

THE MANUFACTURERS LIFE INSURANCE COMPANY

(the "Licensor")

- and –

BELL CANADA

(the "Licensee")

Building Address:

55 Metcalfe Street
55 Murray Street
1600 Carling Avenue
150 Slater Street
Ottawa, Ontario

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made May 1, 2014 between **THE MANUFACTURERS LIFE INSURANCE COMPANY** as the Licensor and **BELL CANADA** as the Licensee.

The information is as follows:

Buildings:	The buildings municipally known as: **Manulife Place – 55 Metcalfe Street in the City of Ottawa;** **Carriageway – 55 Murray Street in the City of Ottawa;** **Churchill Office Park – 1600 Carling Avenue in the City of Ottawa; and** **The EDC Building – 150 Slater Street in the City of Ottawa,** All buildings are being located in the Province of Ontario (together the "Building").
Commencement Date:	**May 1, 2014.**
Electric Utilities:	**N/A**
Area:	Access points are as per drawings shown under Schedule "A" of this Telecommunication License Agreement.
License Fee:	The License Fees are shown under Schedule "D" of this Telecommunication License Agreement.
Notices:	Licensor Manufacturers Life Insurance Company 1490 – 55 Metcalfe Street Ottawa, ON, K1P 6L5 Fax: 613-235-9283 Attn: Managing Director Licensee: Bell Canada Real Estate Services 1, Carrefour Alexander-Graham-Bell Edifice A, 6e etage Verdun, QC H3E 3B3 Fax: 514-391-7990 Attn: Directeur général, Gestion stratégique des actifs with a copy to: Nexacor Realty Management Inc. 87 Ontario Street West, 2nd Floor Montreal, QC H2X 0A7 Fax: 514-840-8404 Attn: Director, Realty Transactions; and Director, Lease Administration
Prime Rate:	Reference Bank is The Toronto Dominion Bank.
Term:	**Five (5) years** from **May 1, 2014**, and ending on April 30, 2019.
Extension:	Two (2) Options of five (5) years each to Extend the Term on the terms and conditions set forth in section 6.

TELECOMMUNICATIONS LICENSE AGREEMENT

B E T W E E N:

THE MANUFACTURERS LIFE INSURANCE COMPANY

(hereinafter the "Licensor")

- and –

BELL CANADA

(hereinafter the "Licensee").

1. DEFINITIONS

In this Agreement the capitalized terms appearing herein shall mean the following:

"**Affiliate**": a company that is affiliated with another within the meaning of the Canada Business Corporations Act.

"**Agreement**": this agreement, its Exhibits and Schedules and Information Page.

"**Annual Utility Charge**": the amount specified as the Annual Utility Charge on the Information Page.

"**Area**": the area described in Schedule "A".

"**Broadcasting**": any transmission of programs, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of any device.

"**Building**": the building situated on the Lands; municipally described on the Information Page.

"**Business Day**": a day that is not Saturday, Sunday, or a statutory holiday of general observance in the Province in which notices are sent or delivered.

"**Cable**": fibre optic, coaxial, copper cables and wires.

"**Commencement Date**": the date stated as the Commencement Date on the Information Page.

"**Communications Equipment**": cabinets, racks, electronic equipment and other equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee, before the date of this Agreement, or (ii) are installed, or are to be installed by the Licensee, in the Area as described in Schedule "A", and (iii) such other equipment as may be installed by the Licensee during the Term, as approved by the Licensor in accordance with Section 7.

"**Communications Spaces**": telecommunications pathways and cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and occupants of the Building and such other pathways used by the Licensee during the Term as approved by the Licensor in accordance with Section 7.

"**Connecting Equipment**": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedule "A" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term, as approved by the Licensor in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"**Consumer Price Index**": (All Items for Regional Cities, base year 1992=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which

there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

"**Cross Connection**": the connection of one wire or cable under the management and control, or ownership of one party to a wire or cable under the management and control or ownership of another, by anchoring each wire or cable to a connecting block and placing a third wire between the two, or by any other means, and any other connection of the telecommunications system or any of its components that is under the management, control or ownership of one party to that of another, or any of its components.

"**CRTC**": the Canadian Radio-television and Telecommunications Commission.

"**Electrical Consumption Cost**": defined in Section 5.

"**Entrance Cable**": the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Lands to the Communications Equipment and to the Main Distribution Frame and includes the tie Cables between the Communications Equipment and the Main Distribution Frame.

"**Entrance Conduit**" the pipe or raceway installed or to be installed, above or below ground, by the Licensor, the Licensee or some other TSP from the property line to the Entrance Link.

"**Entrance Link**": the core sleeve, or other penetration designated by the Licensor, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"**Equipment Room**": the area containing the Main Distribution Frame for the Building.

"**Event of Default**": defined in Section 18.

"**Existing Equipment**": that part of the Licensee's Equipment installed before the date of this Agreement.

"**Extension**": the extension term(s) noted on the Information Page.

"**Fee**": any amount payable by the Licensee under this Agreement.

"**Hazardous Substance**": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyl's, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"**In-Building Wire**": as defined by the CRTC constitutes copper wires, Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter to but not within the premises of the tenant's or occupants in the Building.

"**Information Page**": the sheet attached to this Agreement as "Page IP".

"**Inside Wire**": wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control.

"**Lands**": the lands occupied by the Building.

"**LEC**": a local exchange carrier regulated by the CRTC.

"**Licensee's Equipment**": the Communications Equipment and the Connecting Equipment.

"**License Fee**": the annual sums stated as the License Fee on the Information Page.

"**Main Distribution Frame**": the main distribution frame or other physical location for the Cross Connection of a TSP's Entrance Cable to the In-Building Wire located in the Building.

"**Multi-Dwelling Unit Building**": as defined by the CRTC in Decision 2003-45 constituting a building with at least two units and at least one unit occupied by a tenant.

"**Plans and Specifications**": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 7(a).

"**Prime**": the rate quoted from time to time as its "Prime Rate" for commercial loans in the City in Canada where the Licensor's head office is situated, by the bank indicated on the Information Page, as the "Prime Rate Reference Bank".

"**Recoverable Costs**": the costs and expenses particularized on Exhibit "1" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Exhibit "1" and provided by the Riser Manager) fees in relation to a Riser Manager.

"**Released Licensee Persons**": the Licensee and the officers, directors, employees, agents and contractors of the Licensee.

"**Released Licensor Persons**": the Licensor and property and asset manager of the Building and any lender that holds security on the Building, their respective affiliates, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"**Riser Manager**": a person or entity retained by the Licensor to provide management and supervision services for all or part of the raceways, risers, ducts, conduits, sleeves, communications pathways (including the Communications Spaces), roof areas and other telecommunications related facilities in or serving the Building.

"**Services**": the telecommunications or other communications services to be provided by the Licensee to tenants or occupants in the Building.

"**Term**": the period of time stated as the Term on the Information Page, as extended.

"**TSP**": a telecommunications or other communications service provider, including without limitation Internet service providers and hydro companies.

2. GRANT

(a) the Licensor grants to the Licensee for the Term, a non-exclusive license:

(i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;

(ii) to use the Entrance Link, Main Distribution Frame, Communications Spaces, the Area and the Equipment Room;

(iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and

(iv) connect the Licensee's Equipment to the In-Building Wire and Inside Wire,

(b) The Licensee shall be provided access to the common areas of the Lands (including common areas licensed to third parties on a non-exclusive basis) and Buildings in order to exercise its non-exclusive license, twenty four (24) hours per day, three hundred and sixty five (365) days per year subject to:

(i) the Licensor's reasonable security requirements;

(ii) reimbursement of the Licensor's reasonable costs incurred for providing access as provided in Section 9(b);

(iii) the notice requirement as provided in Section 9(b); and

(iv) an event of Force Majeure as provided in Section 31.

INITIAL
Landlord | Tenant

(c) The Licensee shall use the Equipment Room and Area for the sole purpose of providing Services to tenants and occupants in the Building. The Licensee is expressly forbidden to serve other properties from the Building.

(d) In the event that the Licensor intends to substantially demolish, reconstruct, or redevelop a portion of the Building which affects the Equipment Room and/or the Area, then the Licensor shall be permitted to require the Licensee to relocate its equipment on not less than 120 days written notice. Where the Licensee has a need to provide ongoing Services during the reconstruction or redevelopment, at the time of delivering such a notice the Licensor shall designate an alternative location for the Area (the "Replacement Area") which area shall in all material respects be similar to the Area and be appropriate for the Licensee's use. During the Initial Term, the costs of such a relocation shall be borne equally by the Licensor and Licensee, and during any Extension, the costs of such a relocation shall be borne by the Licensee, and in all cases if the relocation is primarily to accommodate the requirements of another TSP in which case the Licensee will not be required to pay any part of the relocation costs.

(e) The Licensor makes no warranty or representation that the Equipment Room, Area, the Communications Spaces, the In-Building Wire, the Inside Wire, or any part of the Building or the services or equipment therein is or are suitable for the Licensee's use.

(f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement is revocable only in accordance with the express terms of this Agreement.

(g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:

(i) identifying Existing Equipment;

(ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment; and

(iii) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers.

In addition, the Licensee will relocate, reconfigure and improve space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(d). During the initial Term, the costs of the relocation, reconfiguration and other changes mentioned in the preceding sentence will be borne equally by the Licensor and Licensee and during any Extension such costs shall be as follows:

(A) the Licensee will pay the entire cost if the Existing Equipment is located outside of the main electrical room of the Building and, at the time of installation, the plans, specifications and location for installation of that Existing Equipment were not approved in writing by the Licensor;

(B) the Licensee will pay the entire cost if the changes that are required are in respect of Existing Equipment situated in the main electrical room of the Building; and

(C) the cost will be shared equally between the Licensor and the Licensee if the Existing Equipment that is affected is situated outside of the main electrical room of the Building and at the time of its installation the plans, specifications and location for the installation of the applicable Existing Equipment was approved in writing by the Licensor, and

the Licensee acknowledges that the approvals referred to above must have been given at the time of the installation of the applicable Existing Equipment and prior to the signature of this Agreement if the Licensor is to pay the costs in (C) above. The Existing Equipment is not considered to have been approved for this purpose merely by virtue of the fact plans depicting Existing Equipment may be attached to this Agreement.

(h) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. FEES

(a) The Licensee agrees to pay the License Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever.

(b) The Licensee shall also pay to the Licensor any Recoverable Costs plus an administration fee of fifteen percent (15%) of such costs within sixty (60) days after receipt of each itemized invoice, without deduction or set off as noted in Exhibit "I" herein.

(c) Interest will accrue at that rate of interest that is three percent (3%) greater than Prime on any arrears of Fees payable by the Licensee, and will be payable when payment of the interest is demanded.

(d) Value added taxes and similar taxes such as "HST" are payable by the Licensee on all Fees.

4. USE

The Licensee shall use the Building, Communications Spaces, Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building. The Licensee must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop or building exterior communications equipment or wireless communications equipment. The Licensee shall periodically and upon request, update the accuracy of its customer list to the Owner throughout the term of this Agreement.

5. ELECTRIC UTILITIES

~~The Licensee will pay to the Licensor the annual charge specified on the Information Page which amount (the "Electrical Consumption Cost") may be adjusted from time to time by the Licensor, acting reasonably, based on changes in the rates charged by the electrical utility supplier or based on changes in the anticipated consumption by the Licensee's Communications Equipment. The Licensor will notify the Licensee in writing concerning any change in the Electrical Consumption Cost and the notice will set out the basis of the Licensor's determination of the change. The change will be effective thirty (30) days after the written notice and, if the change is effective other than January 1st of the year, a pro-rated adjustment in respect of the period from the date of the change to the next following January 1st will be made by (a) multiplying the changed Electrical Consumption Cost times a fraction (the "Fraction"), the numerator of which is the number of days between the effective date of the change and the next following January 1st and the denominator of which is 365 or (b) subtracting from that product an amount equal to the product of the Electrical Consumption Cost previously paid for the year, multiplied by the Fraction. Despite what is provided above in this Section 5 and the Information Page, where feasible, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier based on bills supplied to it by the utility supplier and the Licensee will provide evidence to the Licensor in the form of receipted bills within ten (10) days after each payment that the Licensee makes to the utility supplier.~~ The Licensor shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable commercial efforts to provide advance written notice of such planned utility outages were taken. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility of the Licensee.

6. **EXTENSION**

(a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.

(b) Provided that the Licensee is not in default of any of its obligations under this Agreement beyond any applicable cure period, the Licensee shall have the option to extend the Term of this Agreement for two (2) additional terms of five (5) years each (each an "Extension"). To exercise its options to extend the Term, the Licensee shall give the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or an Extension exercising the Licensee's option to extend. Each Extension will be governed by the same terms and conditions set out herein except for: (i) any further right to extend (except during the first Extension the Licensee shall continue to have the option to exercise its second option to extend the Term), (ii) Section 2(g), and (iii) the License Fee, which will increase at the start of each Extension by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Extension (if any) as the case may be, to the start of the applicable Extension.

7. **CONSTRUCTION**

(a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable codes and engineering standards, and standards outlined in Schedule "B", and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. Despite what is stated above, only an initial "Bay Layout" as noted in Schedule "A" herein will be required in respect of equipment intended to be installed in the racks installed inside the Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption.

(b) The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.

(c) The Licensee agrees that installation and construction shall be performed:

(i) in a neat, responsible, good, and workmanlike manner;

(ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;

(iii) in accordance with all applicable laws, codes, rules and regulations; and

(iv) using only contractors approved in writing by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).

(d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables

pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.

(e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations. The Licensee shall provide the Licensor with copies of all inspection certificates upon construction completion.

(f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, Communication Spaces, the sidewalks around the Building or any entrance ways.

(g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the prior written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.

(h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

8. COVENANTS

(a) The Licensee covenants as follows:

(i) The Licensee shall, at its sole cost and expense, maintain and repair the Area and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.

(ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the act or negligence of the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs. This Section 8(a)(ii) shall survive the expiration or earlier termination of this Agreement.

(iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible within two (2) business days after receipt of notice. , ~~but no later than ninety-six (96) hours after receipt of such notice~~. **If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.**

(iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment,

including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than two (2) business days after receiving written notice of such interference.

(v) The Licensee will comply with all Building rules as included as Schedule "C", and as periodically adopted by the Licensor acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so.

(vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of services.

(vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.

(viii) Except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Area. The Licensee will be permitted to Cross Connect any of the Licensee's Equipment to any third party supplier and may use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building. It is acknowledged that the Licensee provides fibre optic cable for the use of other TSP's in the Building. However, the Licensee shall own and be responsible for the Cable and conduit between its Area and the area licensed or leased exclusively to the other TSP exclusively for the installation or operation of its cabinets, racks, electronic or other equipment.

(ix) The Licensee will not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.

(x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.

(xi) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.

(b) The Licensor covenants:

(i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards for buildings of similar age, use and condition in the same geographic area;

(ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for; and

(iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and

(iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

(v) That it has sufficient right, title and interest in the Building and Lands to grant this License.

9. ACCESS

(a) The Licensee's authorized representatives may have access to the Equipment Room and Area at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee or of other TSP's, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.

(b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building Communication Spaces must carry proper photo ID and shall comply with any visitor badging program then in operation at the Building. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost (overtime or callout rates may apply) plus an administration fee of fifteen percent (15%). This escort fee shall not apply if the work is attributable to the request of a tenant or occupant of the Building for the Licensee's services or if it is recovered from tenants through the operating costs of the Building charged to them under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

(c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Area, or the Building or for such other purposes as the Licensor considers necessary, as long as such inspections, maintenance, repairs and/or alterations are necessary or they do not interfere with the use and enjoyment of the Equipment Room and Area by the Licensee. The Licensor will make all reasonable efforts to minimize interference. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within twenty-four (24) hours of the Licensee's receipt of the Licensor's notice.

10. INSURANCE

(a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement, a policy of Commercial General Liability Insurance issued by an insurer having an AM Best rating of A- or better, insuring the Licensee and, as additional insureds, the Licensor, any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of Ten Million Dollars ($10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the tenants or occupants of the Building and their employees, and/or the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, tenant's liability, a cross liability and severability of interests clause, and be written on an occurrence basis. As of the date hereof, the Licensee's Commercial General Liability insurance is composed of a primary policy and excess liability through an umbrella insurance policy.

(b) The Licensee will also maintain (i) an automobile liability insurance policy, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement costs with a waiver of subrogation in favour of the Licensor or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.

(c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, with any other insurance maintained by the Licensor being excess and non-contributing with the insurance of the Licensee required hereunder with respect to the extent of the negligence of Licensee and those over whom it is responsible in law.

(d) The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction and notify the Licensor, in writing, that a policy is cancelled at least thirty (30) days prior to such cancellation. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably.

(e) The Licensor will maintain all risk property insurance on the Building.

11. RELEASE BY LICENSEE

In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

(a) any damage to the Licensee's Equipment, Equipment Room, and Area or loss of use of such property;

(b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;

(c) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while in the Building;

(d) any claims resulting from the lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;

(e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 5. Notwithstanding the foregoing, the Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or

(f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in paragraph (a), or damage to property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensee self-insures, it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensor.

This release extends to any acts or omissions of the Licensor but not to any negligent, grossly negligent or wrongful wilful acts or omissions of the Licensor except that for damage, loss, cost or expense referred to in paragraph (f) above, Licensor will only be responsible for any grossly negligent or wrongful wilful acts or omissions of the Licensor.

12. RELEASE BY LICENSOR

The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee.

13. LIENS – EXPANDED MEANINGS – AGENCY AND TRUST

(a) The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensor against any such liens, including the reasonable fees of the Licensor's solicitors. The provisions of this Section shall survive

termination of this Agreement. All such liens shall be removed within five (5) Business Days of written notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.

(b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

(c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

14. CONSEQUENTIAL DAMAGES

Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of 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.

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensor assumes responsibility and control of in-building wire installed by the Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.

16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE

(a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.

(b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.

(c) Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will

not mortgage or encumber its rights under this Agreement in favour of any Lender without the Licensor's consent.

(d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide third party lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

17. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Licensor Persons and any party the Licensor is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach, such indemnity to survive the expiration or earlier termination of this Agreement.

18. EVENTS OF DEFAULT - TERMINATION REMEDIES

(a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:

(i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than ten (10) Business Days, after written notification of such default by the Licensor to the Licensee;

(ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;

(iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;

(iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;

(v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;

(vi) the ceasing of the Licensee to carry on business in the ordinary course; or

(vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensor to the Licensee.

(b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.

(c) If the Licensor shall default in the observance or performance of any of the Licensor's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

19. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed, or removed and stored by the Licensor at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

20. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building, may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

21. NOTICES

Any demand, notice or other communication to be made or given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

22. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire shall remain personal property of the Licensee although it may be affixed or attached to the Building, and shall, during the Term of this Agreement, belong to and be removable by the Licensee.

23. LICENSE ONLY

This Agreement creates a non-exclusive license only and the Licensee acknowledges that the Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Building, Communications Spaces, or Equipment Room by virtue of this Agreement or the Licensee's use of the Building, Communications Spaces or Equipment Room. The relationship between the Licensor and the Licensee shall not be deemed to be a "landlord-tenant" relationship and the Licensee shall not be entitled to avail itself of any rights afforded to tenants at law.

24. LIMITATION OF LIABILITY

The obligations of the Licensor under this Agreement shall no longer be binding upon the Licensor if the Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent licensor or owner after the sale, assignment or transfer by such subsequent licensor). If there is such a sale, assignment or transfer, the Licensor's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least sixty (60) days' prior written notice to the other party:

(a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;

(b) where the Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;

(c) where the Building is expropriated by a lawful authority;

(d) where the Licensor wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's sole opinion, make the relocation of any part of the Area or the Licensee's Equipment not feasible;

(e) the Licensee no longer provides Licensee's Services in the Building;

(f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services;

(g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC, provided however that in such event the Licensor may, at its option, elect to have this Agreement continue, in which case no Fee or Recoverable Costs shall be payable by the Licensee hereunder during such time that the Building is not a Multi-Dwelling Unit Building, but all other terms and provisions hereof shall continue to apply; or

(h) the Licensor, acting bona fide and in good faith, elects to demolish the Building.

26. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within ten (10) Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement confirming the Commencement Date, the Term to which it claims to be entitled, and any other information that the Licensor reasonably requests pertaining to this Agreement or Building.

27. LICENSOR'S AUTHORITY

The Licensor represents that it has full authority to execute this Agreement.

28. SEVERAL OBLIGATIONS - NON-RECOURSE

The liability of each of the Licensor(s) where there are more than one, is several and not joint, or joint and several and is limited to the interest of the Licensor(s) from time to time in the Building.

29. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

30. LICENSEE'S REPRESENTATION

The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

31. FORCE MAJEURE

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall include, but is not limited to: any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

32. IMPLIED WAIVERS

A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Licensor or the Licensee, as the case may be.

33. SEVERABILITY

If any provision of this Agreement or any part of a provision is found to be illegal or unenforceable then it will be severed from the rest of this Agreement and the rest of this Agreement will be enforceable, accordingly.

34. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated and the parties attorn to the exclusive jurisdiction of the courts of such province.

IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

THE MANUFACTURERS LIFE INSURANCE COMPANY
(Licensor)

Per:
Name:
Title:

I/We have authority to bind the corporation

BELL CANADA
(Licensee)

Per:
Name:
Title:

I/We have authority to bid the corporation

EXHIBIT "I"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

(a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;

(b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;

(c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;

(d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;

(e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;

(f) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and

(g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a).

SCHEDULE "B"

Telecommunications Space Specifications

1. **GENERAL**

1.1 **Scope**

A The work covered by this specification shall include the provision of all materials, labour, tools, equipment and services required for the construction, installation and putting into regular operation the complete empty conduit system as described and specified in this and accompanying sections.

B The Licensee may use its own contractors as the "Installation Contractor". The Licensee currently uses "Bell Technical Solutions" to pull wiring.

1.2 **Vertical and Horizontal Conduit Infrastructure**

Where junction boxes are to be installed in the Telecommunications Riser Rooms, they are to be offset, such that no more than 2 junction boxes are present in any Telecommunication Riser Room.

The "floor" horizontal raceway extending the vertical conduit system to the tenant's space will be provided by EMT conduit sized as required. No free air cabling is permitted.

The Licensee does not require the Owner's approval for the type, quality, or manufacture of fiber, wire or cable installed in the empty conduit systems, however it shall meet any requirements established or proposed by the Canadian Electrical Code or other governing body relating to these matters including the Fire Code.

1.3 **Inspection**

Installation shall be subject to periodic inspections with a following Inspection Report. Correct all defective work as pointed out during inspections or as noted in Inspection Report. Completed work shall be subject to final inspection and correction of deficiencies before acceptance by Engineers and final payment.

1.4 **As-Installed Drawings**

At completion of job, the Licensee shall provide to the Licensor with as-installed drawings.

1.5 **Inspection Certificates**

Inspection certificates from all authorities having jurisdiction (Electrical Inspection, etc.) shall be available and submitted at or prior to time of acceptance and takeover.

1.6 **Existing Conditions and Services**

Under no circumstances shall the Licensee or Installation Contractor disrupt any existing services without prior approval of the Owner.

1.7 **Existing Material and Equipment**

All reusable existing material and equipment remains the property of the Licensor unless otherwise specified.

1.8 **Cutting and Patching**

The Licensee is responsible for all cutting, coring, sleeving and patching unless otherwise specified. All holes to be cut through steel or concrete, must be approved by the Licensor before proceeding.

1.9 **Final**

It is the intent of this specification to establish a standard of quality for materials, equipment and workmanship which shall for the basis for a complete job, inspected and left ready for immediate operation. The Licensee will consider the specifications as complimentary and will do any and all work indicated or implied by the specifications.

Before final acceptance of the work by the Licensor and approval of final payment to the Installation Contractor, the Licensee must fulfill the following obligations:

i) Inspect the work with the Licensor and the Engineer, in order to determine the extent of the remaining work.

ii) Provide the Licensor with as-built drawings and any applicable maintenance manuals.

SCHEDULE "C"

Rules and Regulations for Telecommunications Licensees

1. The sidewalks, hallways, entries, passages, elevators and staircases shall not be obstructed or used by the Licensee, his agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the building equipment room. The Licensor reserves entire control of all parts of the Building employed for the common benefit of the Licensees and Tenants, and, without restricting the generality of the foregoing, the sidewalks, entries, corridors and passages not within the building equipment room, washrooms, lavatories, air-conditioning closets, fan rooms, janitors' closets, electrical closets and other closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts, and shall have the right to place such signs and appliances therein as it may deem advisable, provided that ingress to and egress from the building equipment room is not unduly impaired thereby.

2. The Licensee, his agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe or other heavy equipment without first obtaining the consent in writing of the Licensor. In giving such consent, the Licensor shall have the right, in its sole discretion, to prescribe the weight permitted and the position thereof and the use and design of planks, skids or platforms to distribute the weight thereof. All damages done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other office equipment or furniture shall occur only between 6: 00 o'clock p. m. and the following 7: 00 o'clock a. m. or any other time consented to by the Licensor and the persons employed to move the same in and out of the Building must be acceptable to the Licensor. Safes and other heavy equipment will be moved through the halls and corridors only upon steel bearing plates. No freight or bulky matter of any description will be received into the Building except through facilities and designated doors and at hours designated by the Licensor, acting reasonably and under the supervision of the Licensor, and the Licensee shall pay the reasonable expense in connection therewith.

3. All persons entering and leaving the Building at any time other than during Business Hours shall comply with the Licensor's security requirements for the Building.

4. In connection with any computer-accessed security system for after-hours operation that the Licensor may operate from time to time, such will result in personnel of the Licensee signing out a computer access card and/or keys for the purpose of access to the Building and/or the building equipment room. An initial deposit may be required from the Licensee for each card and/or keys and charges will be made for loss of or changes to cards and/or keys. After Business Hours, no one; other than the Licensor's staff or security personnel, will have access to the outside entrance doors of the Building other than the main entrance. The Licensor shall have absolute control respecting security of the Building.

5. The Licensee shall advise the Licensor of the names of its personnel who are to be issued any such card and/or key and of changes thereto forthwith. Should a key or card be lost, the Licensee shall forthwith advise the Licensor. The Licensor shall not be required to open the entrance door to the building equipment room for the purpose of permitting entry therein to any person not pre-authorized by the Licensee.

6. The Licensee shall not place or cause to be placed any additional locks or locking device upon any doors of the building equipment room. The Licensee may place locking devices on any of its own equipment, including junction riser boxes, as it sees fit.

7. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances (other than such substances as the water closets and other water apparatus were intended to receive) shall be thrown therein and Licensees shall not let the water run unless it is in actual use. Any damage resulting from misuse shall be borne by the Licensee by whom or by whose agents, servants, or employees the same is caused.

8. No one shall use the building equipment room for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.

9. Canvassing, soliciting and peddling in or about the Building is prohibited.

10. Any hand trucks, carry-alls, or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Licensor shall require.

11. No animals (other than trained guide-dogs accompanying the vision-impaired) shall be brought into the Building or kept in the building equipment room.

12. The Licensee shall not install or permit the installation or use of any machine dispensing goods for sale in the building equipment room or the Building.

13. No noise caused by any instrument or other device or otherwise which, in the opinion of the Licensor, acting reasonably, may be calculated to disturb the Tenants of the Building, shall be permitted.

14. The Licensee, when closing the building equipment room in the day or evening, shall see that all doors, windows and skylights are closed, thus avoiding possible damage from fire, storms, rain or freezing, and shall assist in the security of the building equipment room and the Building.

15. The Licensee shall not do nor permit anything to be done in or upon the building equipment room, nor bring or keep anything therein, which will in any way conflict with the laws relating to fire or with the regulations of the Fire Department or the Health Department, or with any of the rules or regulations of any governing authority having jurisdiction over the Building.

16. The Licensee shall keep the building equipment room in a good state of preservation and cleanliness.

17. The Licensee shall not place or maintain any supplies, merchandise or other articles outside the building equipment room.

18. The Licensee shall not place any debris, garbage, trash or refuse or permit the same to be placed or left in or upon any part of the Building or the building equipment room except areas designated for such purposes, and the Licensee shall not allow any undue accumulation of any debris, garbage, trash or refuse in the building equipment room.

19. No flammable oils or other flammable, dangerous or explosive materials (save those approved in writing by the Licensor's insurers), shall be kept or permitted to be kept in the building equipment room which the Licensor's insurers prohibit.

20. The Licensee shall not interfere with or obstruct any heating, air-conditioning or ventilating units.

21. The Licensee shall give the Licensor prompt notice of any accident to or any defect in the plumbing, heating, air-conditioning, ventilating, mechanical or electrical apparatus within the building equipment room.

22. The parking of automobiles shall be subject to the charges and the reasonable regulations of the Licensor. The Licensor shall not be responsible for damage to or theft of any car, its accessories or contents, whether the same be the result of negligence or otherwise.

23. The Licensee shall not mark, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work, or any other appurtenance to the building equipment room, unless approved in writing by the Licensor.

24. The Licensee shall permit the periodic closing of lanes, driveways and passages for the purpose of preserving the Licensor's rights over such lanes, driveways and passages.

25. The Licensee shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the exterior of the building equipment room *or* elsewhere if such sign, advertisement, notice or other display is visible from outside the building equipment room without the prior written consent of the Licensor which may be arbitrarily withheld. The Licensee, upon request of the Licensor, shall immediately remove any sign, advertisement, notice or other display which the Licensee has placed or permitted to be placed which, in the opinion of the Licensor, is objectionable, and if the Licensee shall fail to do so, the Licensor may remove the same at the expense of the Licensee.

26. The Licensor shall have the right to make such other and further reasonable rules and regulations and to alter the same as in its judgment may from time to time be necessary for the safety, care, cleanliness and appearance of the building equipment room and the Building, and for the preservation of good order therein, and, to the extent the Licensor notifies the Licensee in writing of such other and further reasonable

rules and regulations the same shall be kept and observed by the Licensees, their employees and servants. The Licensor also has the right to suspend or cancel any or all of these rules and regulations herein set out.

27. No one shall attend to replacement of ceiling electric light bulbs, tubes or ballasts other than the Licensor. The replacement of same shall be effected at times convenient to the Licensee.

28. No bicycles or other vehicles shall be brought within the Building without the consent of the Licensor.

29. The Licensee shall not permit any cooking or the heating of foods, or liquors, or the use of any electrical apparatus likely to cause an overloading of electrical circuits in the Building equipment room without the written consent of the Licensor.

30. If any apparatus used or installed by any Licensee requires a permit as a condition for its installation, the Licensee must file a copy of such permit with the Licensor.

31. The Licensor will publish from time to time, emergency fire regulations and evacuation procedures in consultation with the applicable municipal authorities. The Licensee shall abide by the regulations and procedures when on site.

SCHEDULE "D"

Fees

Annual License Fees		
Licensed Area:	Charge for use of the Licensed Areas, as identified in this Telecommunication License Agreement; (includes associated costs such as maintenance, lighting and environmental controls).	$19,500 / year
Other Fees		
Application:	To determine availability of Ducts and Licensed Area Space.	$0.00
Engineering:	Additional charges for engineering, review of submitted plans, specifications and drawings. If the Licensee uses the Licensor's base building consultants to engineer the Licensed Areas at the Licensee's expense, the Licensor will not charge the Licensee to review the Plans related to such installation.	Cost + 10%
Electrical Consumption Cost:	Charged on a monthly recurring basis in accordance with Licensor's usual practices. Paid in advance	$0 / year
Processing Charge:	To process any request by the Applicant/Licensee.	$0.00
Construction Fee:	For any required building modifications (demising wall, rooms, architectural changes, electrical, heating, ventilation, security installation and air-conditioning).	Cost + 10%
Power Delivery:	For rearrangement of power required by the Licensee.	Cost + 10%
Site Preparation Fee:	For pre-conditioning of the Building, including additional Entrance Conduit to the Licensed Area, and Riser cable holes.	Cost + 10%
Other Consulting:	Reasonable specialty legal, technical and consulting fees.	Cost + 10%

Any charge that is not paid in advance is payable, net fourteen (14) days. Thereafter, interest on any outstanding amount payable by the Licensee to the Licensor shall accrue interest at the rate of one (1 %) per month on any outstanding amount then due and owing, both before and after any judgment for enforcement.

Licensed Area Address	**License Fee**
55 Metcalfe street, Ottawa	$6,000.00 per year
55 Murray Street, Ottawa	$1,500.00 per year
1600 Carling Avenue, Ottawa	$5,000.00 per year
150 Slater Street, Ottawa	$7,000.00 per year
TOTAL	**$19,500.00 per year**

INITIAL
Landlord | Tenant

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