

STANDARD FORM LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 1st day of July, 2001

Dundee Realty Management Corporation
(hereinafter called the "Licensor")

- and -

Bell Intrigna Inc.
(hereinafter called the "Licensee")

*Jelus Plaza
North
10025
Jasper Ave.
GOA Centre &
Supermarket.*

WHEREAS the Licensor is the owner of certain lands and buildings municipally known as 10065 Jasper Avenue, Edmonton (the "Building") and more particularly described in Schedule A attached hereto;

AND WHEREAS the Licensee has requested the Licensor's permission to construct, install, operate, maintain, repair, service, upgrade and modify (collectively "Install and Maintain") at various locations in the Building, subject to availability, certain Equipment including Cables and related materials as defined and described herein for the provision of telecommunication services to tenants and occupants in the Building;

AND WHEREAS the Licensor has agreed to permit the Licensee to Install and Maintain the Equipment at such locations shown on the Approved Plans subject to the terms and conditions hereinafter stated:

IN CONSIDERATION of the covenants, terms, conditions and agreements contained herein, and the fee of Ten Dollars (\$10.00), the Licensor hereby acknowledges the receipt and sufficiency of which, the Licensor and the Licensee agree as follows:

1. DEFINITIONS

In this License Agreement:

- (a) "Approved Plans" means the Plans and Specifications to be approved by the Licensor acting reasonably prior to installation in accordance with Section 4 below;
- (b) "Cables" means cables meeting the requirements of the Specifications for Premises Wiring, Cable Management and Roof-Top Access attached hereto as Schedule B located within the Building, connecting the main terminal room of the Building, the Licensee's Point of Presence ("POP"), if any and the demised premises of the Licensee's customers;
- (c) "Equipment" means all equipment, including Cables and related materials installed by the Licensee in accordance with the Approved Plans located within the Building; and
- (d) "License Agreement" means this License Agreement and all supplemental instruments, amendments or confirmations agreed to in writing by both parties herein and includes the Approved Plans.

2. GRANT OF LICENSE

The Licensors hereby grants a non-exclusive license to the Licensee for the duration of the Initial Term as defined below and any extensions thereof;

- (a) To Install and Maintain the Equipment at the locations to be shown on the Approved Plans to provide telecommunications and related incidental communications services to tenants or occupants located solely in the Building (the "Tenants") and for no other purpose, including the non-exclusive use of an equipment room or other space in the Building designated by the Licensors;
- (b) To connect the Equipment to electrical power sources within the Building and to connect to adequate grounding, including the use of the Building's ground at the Licensee's sole cost at locations approved by the Licensors in its sole discretion, acting reasonably;
- (c) Subject to the Licensors's reasonable security requirements for the Building and the quiet enjoyment of tenants and occupants of the Building, the Licensors agrees that upon prior notice it will permit the Licensee, its employees and duly authorized contractors, reasonable access to the Building during normal business hours in which the Building is open to the general public (and in the case of an emergency, such access may be 24 hours a day, 7 days a week) so as to permit the Licensee to perform installation and subsequent service, testing, repairs, connects and/or disconnects on the Equipment for the benefit of the Licensee's customers, as may be reasonably required from time to time; provided that for greater certainty, the access and installation rights granted hereunder are to be relied upon solely for the provision of the Licensee's services and for no other purpose. In the case, (not necessarily an emergency situation, but one that requires the Licensee to install, repair or maintain its premises or Equipment) where the Licensee requires needs access to its premises outside of normal business hours, the Licensee will have the right to contact the Licensors or its representative to gain access to conduct the Licensee's work. In this instance, the Licensee will reimburse the Licensors for the Licensors's cost of providing access outside of normal business hours. The Licensors shall use reasonable efforts to prevent any interruption or interference with all or any part of the telecommunication services provided by the Equipment provided the Licensors shall not be liable for interruption or cessation of such services due to the failure of utilities servicing the Building;
- (d) To have reasonable access to and use of the riser closets, chases, available conduits, pedways, and above ceiling common areas, as may be approved for use by the Licensors from time to time under the provisions of Sections 4 and 5 of this License Agreement;

provided that this Licensee does not affect the operation, aesthetics or structure of the Building, impair existing telecommunication or other utility services supplied to other tenants and occupants of the Building in the sole opinion of the Licensors, acting reasonably.

The rights granted to the Licensee herein constitute a license only and shall not under any circumstances whatsoever constitute a right by the Licensee to have exclusive possession of the Building. This License Agreement shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

The Licensee shall at all times act in its own capacity and right as an independent contractor. The Licensee shall have no right to make purchases, or to obligate the Licensors to expend any funds or to perform any obligations other than as provided in this License Agreement or as may be authorized in writing by the Licensors. The Licensee agrees that it and any of its employees or agents shall at all times present and represent itself or themselves as representatives of the Licensee.

3. TERM AND FEES

The term of this License Agreement (the "Initial Term") shall be for a period of five (5) years commencing on the execution of this License Agreement (the "Commencement Date"), subject to early termination in accordance with the this License Agreement.

For access to the Buildings as well as the Licensors's time, trouble and expense, the Licensee shall pay to the Licensors a License Fee, as follows:

- (a) For the Initial Term, the greater of:
 - (i) two (2) cents per square foot of the gross area of the building to Licensee (**\$ 4,112.48 plus GST based on 205,624 square feet**) ; and
 - (ii) an amount of \$3,000 per annum per Building (the "Annual Fee").
- (b) The License Fees applicable to any extension shall be set at market rates for similar buildings in the same city as agreed by the parties or failing agreement, by a single arbitrator appointed under provincial arbitration legislation. Notwithstanding the forgoing, in no event shall such License Fees reflect a lesser amount than set out in subparagraph (a) above.
- (c) For the first year of the Initial Term, the Annual Fee shall be paid upon execution of the License Agreement. For the remainder of the Initial Term or any extension thereof, the Annual Fee shall be paid in advance prior to the end of the preceding year.

In addition to the License Fee, the Licensee shall pay annually in advance rental for space used to locate its POP within the Building, which shall be set at \$12.00 per square foot, gross, for a POP of 162 square feet. (**\$ 1,944.00 plus GST**)

4. APPROVED PLANS

The Licensee shall prior to Installing and Maintaining the Equipment and use of the main terminal room prepare and deliver to the Licensor plans, specifications, diagrams, layouts and any other drawings and documents reasonably required to describe the Equipment including all wiring designations ("Plans and Specifications") showing, without limitation, the size and location of the Equipment. Such Plans and Specifications shall be approved by the Licensor in its sole discretion (such approval not to be unreasonably, conditioned withheld or delayed) as evidenced by its written endorsement thereon and shall then become the Approved Plans. The endorsement by the Licensor on the Approved Plans shall constitute a confirmation of the licensing of the locations shown on the Approved Plans. The Licensor shall have the right to inspect the Equipment from time to time, with a representative of the Licensee present, to determine that it is Installed and Maintained in accordance with the Approved Plans. If the Equipment is not Installed and Maintained in accordance with the Approved Plans, the Licensor may require the Licensee to bring the Equipment into conformity with the Approved Plans within a reasonable period of time, at the Licensee's cost.

5. INSTALLATION/REMOVAL

- (a) The Licensee shall Install and Maintain the Equipment in a good and workmanlike manner using professional personnel in accordance with the Approved Plans and the provisions of this License Agreement. Subject to the provisions of this section and of section 5(e), the Equipment and related materials installed in the Building shall at all times remain the property of the Licensee. All such Equipment and related materials upon abandonment by the Licensee shall become the absolute property of the Licensor without compensation to the Licensee.
- (b) The Licensee may submit further Plans and Specifications showing additions, alterations, modifications, upgrades, consolidations or relocation of the Equipment (the "Alterations"). The Alterations if so approved (such approval not to be unreasonably withheld) by the Licensor shall become the Approved Plans. The Licensee shall pay the Licensor on written demand a reasonable fee for reviewing the Approved Plans and any Alterations. A fee schedule is attached as Schedule B.
- (c) The Licensee shall at its own expense Install and Maintain the Equipment in compliance with the laws, rules and regulations and fire codes of all relevant governmental authorities having jurisdiction as may be amended from time to time and no work shall be undertaken unless all requisite approvals and licenses shall have first been obtained from such governmental authorities.
- (d) Upon early termination or expiration of this License Agreement, the Licensee shall leave the portions of the Building where the Equipment is located in a neat, clean and safe condition, reasonable wear and tear excepted.

- (e) Upon the expiration of the Initial Term or any extension thereof or on such other termination of this License Agreement, at the Licensor's option, the Licensor may elect to have all or part of Cables which were installed during the Initial Term or any extension thereof to remain in the Building for the Licensor's sole ownership. However, if the Licensor so elects, it shall provide written notice to the Licensee and the Licensee shall have an opportunity to remove the Cables within thirty (30) days therefrom. The Licensor may further elect, upon the expiration of the Initial Term or any extension thereof or on such other termination of this License Agreement, to require the Licensee to remove all or part of the Cables or other Equipment as the Licensor may direct at the Licensee's sole costs within ninety (90) days therefrom. For greater clarity, the Equipment, other than the Cables, shall remain the property of the Licensee and shall be removed from the Building by the Licensee at its sole cost within ninety (90) days after the expiration of the Initial Term or any extension thereof. The Licensee shall repair forthwith any damages to the Building caused by such installation and removal. If the Licensee fails either to remove all or part of the Cables or other Equipment or to repair any damages to the Building as requested by the Licensor pursuant to this section 5(e) within the above time period, the Licensor may hire a contractor to perform the work and the Licensee shall be responsible for the reasonable cost of such work, or the Licensor may elect to deem such Cables or other Equipment as abandoned by the Licensee and upon such deemed abandonment such Cables or other Equipment shall become the property of the Licensor. At the Licensor's request, the Licensee shall deliver forthwith to the Licensor all necessary documentation within the Licensee's possession related to the Equipment.
- (f) The Licensee acknowledges that the Licensor at any time during the Initial Term or any extension thereof, shall have the right to alter, renovate, expand or demolish the Building. In the event the Licensor requires the Licensee, acting in good faith, to remove or relocate the Equipment, the Licensor shall provide the Licensee with reasonable advance notice (i.e. a minimum of 90 days) and upon receipt of such notice the Licensee shall remove or relocate the Equipment to a location approved by the Licensee, acting reasonably forthwith at the expense of the Licensor. In the event the Licensor shall require the Licensee to relocate the Equipment, in order to allow for continuity of service to the Licensee's customers in the Building, the Licensor shall permit the Licensee to install and commence operation of alternate Equipment in a relocated area prior to the dislocation of its Equipment from the original area.
- (g) The Licensee shall have the right to use conduit to encase Cable with the consent of the Licensor, acting reasonably
- (h) All Work shall be performed by the Licensee (or a contractor approved by the Licensor in writing) (i) in accordance with the Approved Plans and the Licensor's reasonable rules and regulations applicable to the Building, (ii) in a workman-like manner, lien free and in accordance with all applicable Laws, (iii) if applicable, without affecting or implicating any of the Building's hazardous materials programs or asbestos procedures, and (iv) in a safe manner consistent with sound construction standards and practices. Notwithstanding any other requirements, the Licensor is very concerned about safety in the Building, particularly the riser rooms and other service areas, not frequented by the public. The Licensee will provide temporary firestopping during initial construction and any subsequent alterations that might compromise the fire rating between the work area and any adjacent areas or between any floors in the Building. Under no circumstances will the Licensor tolerate poor practices by the Licensee or its contractors as it relates to Fire and Life Safety issues.

6. INTERFERENCE

If, based upon verifiable data obtained by the Licensor, any electrical output, electromagnetic output, radio frequency or other interference either individually or collectively (the "Interference") adversely affects in any manner whatsoever the equipment, machinery, or systems of the Licensor, tenants, occupants or other licensees within the Building or the roof-top of the Building operating in accordance with Industry Canada standards, the Licensee agrees that the Licensor may, at the Licensor's option, shut down the Licensee's Equipment on the roof-top upon twenty-four (24) hours prior written notice to the Licensee by the Licensor until the Interference is remedied; provided, however, if an emergency situation exists, which the Licensor reasonably determines to be attributable to the Licensee's Equipment, the Licensor shall promptly give verbal notice of such emergency situation to the

Licensee, who shall act immediately to remedy the emergency situation and the Licensor shall have the right to immediately shut down the Equipment until such emergency situation shall be resolved. Save and except for any expenses, costs, damages, loss, claims or other liabilities due to the negligent act or omission of the Licensor or those for whom the Licensor is responsible in law, the Licensee shall indemnify, defend and hold harmless the Licensor and its property manager from and against any and all expenses, costs (including legal fees and disbursements), damages, loss, claims or other liabilities arising out of such shutdown. The Licensee agrees to immediately cease operations (except for intermittent testing on a schedule approved by the Licensor) until the Interference has been corrected to the satisfaction of the Licensor. If such Interference has not been corrected, or the Licensor has not begun correcting, and is working diligently to correct the Interference within thirty (30) days from the date the Licensor notifies the Licensee of the Interference, the Licensor shall have the right to either terminate this License Agreement forthwith, or to require that the Licensee immediately remove from the roof-top the specific item(s) of Equipment causing the Interference in which latter case all other terms and conditions of this License Agreement shall remain in full force and effect. The Licensor shall require any parties over which it has control verifiably causing interference with the Licensee's Equipment to promptly cure the same and shall further not permit any line of sight antenna to be blocked by any installation on the Building.

7. ESTABLISHMENT OF CENTRAL CABLING DISTRIBUTION SYSTEM

- (a) The Licensee recognizes that the Licensor may desire to provide access to existing and future telecommunications service providers for tenants or occupants of each Building, and the Licensor may deem it desirable to achieve this objective by providing a central telecommunications cabling distribution system ("CDS") in the Building for use by such telecommunications services providers, including the Licensee. Accordingly, and notwithstanding anything contained in this License Agreement to the contrary, the Licensor reserves the right to install or have a third party install a CDS, including a main distributing frame ("MDF") for use by such telecommunications service providers. The MDF shall also serve as the origination point of the CDS. The tenant terminating block on each floor of the Building will serve as the terminating point of the CDS on that floor. The Licensor reserves the right to charge and the Licensee agrees to pay in addition to the Annual Fees, a reasonable administration fee or third party riser management fee to the extent that the Licensee is required to use such CDS and provided that all telecommunications service providers are charged such a fee on an equivalent basis, taking the providers' relevant circumstances into account. Such fees shall be paid upon receipt of written demand from the Licensor or pursuant to such other schedule as determined from time to time in writing by the Licensor, acting reasonably. Notwithstanding the above, if the Licensee elects not to use the CDS, it will not be required to pay fees with respect to the CDS.
- (b) During the Initial Term including any extension thereof, if the Licensor elects to provide or have a third party provide a CDS and provided that all existing and future telecommunications service providers are subject to the same obligation, the Licensee shall, at the Licensee's expense (i) relocate its existing services and demarcation point to the MDF if such a frame is installed, provided the CDS is capable of supporting the Licensee's technology and delivery mechanism to its customers and such CDS shall not impair the quality of service provided by the Licensee to its customers in the Building; (ii) remove its existing cables provided existing cables are not well utilized or are occupying too much space in the Building (other than from the exterior of the Building to the MDF along such path or paths as may be designated by the Licensor, which shall thereafter be deemed the "Raceway" for purposes of this License Agreement and which may be used by other telecommunication service providers as well as the Licensee); and (iii) utilize the CDS for providing all new service to tenants and occupants in the Building once the Licensor notifies the Licensee that the CDS is ready for service. The Licensor agrees to allow the Licensee a reasonable amount of time (not to exceed ninety (90) days) for proper planning, engineering and cutover in this regard. Cutover to the MDF will be accomplished at a time other than normal business operating hours for the Building. Upon the completion of such cutover, the Licensee shall have no further rights to use of the Equipment or any other parts of the Building except to the extent contemplated in this Section 6.
- (c) If the Licensor elects to provide a CDS, the Licensor's sole responsibility in the event of interruption or other effects caused by malfunction, damage or destruction of the CDS shall be to repair or replace the CDS as necessary to eliminate the cause of malfunction or interruption, the cost of which shall be borne

by the Licensee if the problem was verifiably caused directly or indirectly by the Licensee. (In limitation of the foregoing, the Licensor's obligation to repair or replace the CDS shall apply only to the extent necessary to reach premises in the Building that are then used by tenants or occupants after the malfunction, damage or destruction or that, if damaged or destroyed will be again used by tenants or occupants upon completion of restoration or repair thereof.) In no event shall the Licensee have any right to make any claims against the Licensor whatsoever for any damages, whether direct, indirect or consequential in any such circumstances and the Licensee's remedy shall be limited to a claim for specific performance of the Licensor's obligation to repair or replace as specified above.

- (d) If during the Initial Term or any extension thereof, the Licensor obtains ownership or control of all or any portion of the Cables, the Licensor or its designate otherwise takes responsibility for management and operations of all or any portion of the Cables, then the Licensor reserves the right to charge and the Licensee agrees to pay, in addition to the Annual Fees, a reasonable administration fee or third party riser management fee to manage and supervise such Cables provided that all affected telecommunications service providers are charged such a fee on an equivalent basis, taking the providers' relevant circumstances into account.
- (e) If the Licensor elects to provide a CDS or a MDF, the Licensor will co-operate with the Licensee to ensure that the Licensee is not required to share the same sheath as an alternative telecommunication provider so long as the Licensee is currently providing redundant feeds with the same provider to a specific customer in the Building.
- (f) In addition, at its sole discretion, the Licensor may direct the Licensee to use the Cables owned and/or under the Licensor's control or the control of a third party. The Licensee will pay a reasonable fee for the rental of such Cables, and take full responsibility for the Cables for the duration the Licensee is using them as if the Licensee had originally installed them provided that all other telecommunications service providers making use of Cables pay a rental fee on an equivalent basis, taking the providers' relevant circumstances into account.

8. RISER MANAGEMENT

The Licensee acknowledges and agrees that the Licensor shall have the right to co-ordinate, restrict, enforce and approve third parties acting reasonably who wish access to the Building's risers. The Licensee acknowledges that the Licensor may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors who shall employ industry standard practices followed by telecommunication services providers in Canada. The Licensor may direct the Licensee to take instructions from such riser management firm or third party manager who shall act on behalf of the Licensor in this regard. An equitable proportionate share of such costs associated with third party riser management will be paid by the Licensee and all other telecommunication service providers in the Building.

9. CONSOLIDATION (Intentionally Deleted)

~~As technology changes, at the Licensor's request, and if technically feasible to do so, the Licensee shall modify, replace, alter or consolidate the Equipment, at its sole costs, in order to reduce the amount of space occupied by the Equipment and related materials in the Building including without limitation riser shafts and space within the main terminal room. The Licensor undertakes to use the most cost effective and efficient solution for the Building with respect to such modification, replacement, alteration and consolidation and agrees to allocate such costs among the various telecommunication providers in the Building in an equitable and fair manner.~~

10. SUBORDINATION TO MORTGAGE

The Licensee accepts this License Agreement subject and subordinate to any bona fide mortgage, deed of trust or other lien presently existing or hereafter arising upon the Building and/or the Property and to any renewals, modifications, consolidations, refinancing, and extensions thereof. The Licensor is hereby irrevocably vested with full power and authority to subordinate this License Agreement to any bona fide mortgage, deed of trust or other lien now existing or hereafter placed upon the Building and the Licensee agrees upon demand to execute such further instruments subordinating this License Agreement or attorning to the holder of any such liens as the Licensor may

request, provided the Licensee's use and quiet enjoyment of the space occupied by the Equipment shall not be materially disturbed, so long as the Licensee has signed the subordination agreements discussed herein and is not in default hereunder beyond any applicable cure period. The terms of this License Agreement may be subject to approval by the Licensors' lender(s), and such approval is a condition precedent to the Licensors' obligations hereunder. In the event that the Licensee should fail to execute any subordination or other agreement required by this paragraph within fourteen (14) days after receipt of the document from the Licensors as requested, the Licensee hereby irrevocably agrees that any bona fide mortgagee or holder of deed of trust, their successors or assigns, shall have the right to terminate this License Agreement upon written notice to the Licensee, upon the foreclosure of such mortgagee or holder's interest in the Building. Both parties agree that they will from time to time upon request by the other party execute and deliver to such persons as the other party shall request a statement certifying that this License Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates which License Fees and other charges payable under this License Agreement have been paid, stating that no event of default exists hereunder (or if the other party alleges a default stating the nature of such alleged default) and further stating such other matters as shall be reasonably required.

11. REGISTRATION/RECORDATION

The Licensee agrees not to register or record this License Agreement or any memorandum thereof. Any registration or recording of this License Agreement shall be deemed a breach hereof entitling the Licensors, at its option, in addition to any other right or remedy, to terminate this License Agreement without notice to the Licensee.

12. EXCULPATORY PROVISIONS

In no event will the Licensors be liable to the Licensee (or any other party claiming through the Licensee) for:

- (a) lost profits, loss of revenue, failure to realize expected savings, loss of data, loss of use or any other commercial or economic loss of any kind, or punitive, exemplary, indirect, incidental, consequential or special damages or third party claims arising out of the use by the Licensee of any part of the Building even if the Licensors was aware of or had been advised by the Licensee of the possibility of such potential losses or damages; and the Licensee releases, holds harmless and indemnifies the Licensors in respect of the same;
- (b) the quality, adequacy, compatibility or sufficiency of the Building or any facilities provided to the Licensee hereunder, it being acknowledged by the Licensee that all duct and any supplied cabling is 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, whether or not that party is in the Building under the terms of another telecommunications access license or similar agreement, whether or not the activities of the party have been supervised by the Licensors, or whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightening 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) any claims resulting from any fire, explosion or other occurrence involving the Building;
- (f) the inadequacy of any utility service, or the loss of or the failure to provide any utility service; and
- (g) the Licensors' failure to perform any of its obligations hereunder where such failure is due, directly or indirectly, to fire, flood, explosion, earthquake, other disaster, power failure, accident, civil disturbance, riot, sabotage, laws imposed after the fact, war, rationing, embargo, strike or labor problem, acts of God or acts of government.

Other than as expressly provided for in this Agreement, there are no other warranties, representations, conditions or guarantees of any kind provided by the Licensors to the Licensee, either express or implied, whether by statute, agreement, tort, product liability, other theory of law, or otherwise, regarding this Agreement or the privileges

afforded to the Licensee pursuant to this Agreement.

13. INDEMNITY

The Licensee will indemnify and save harmless the Licensor from and against any and all actions, causes of action, suits, claims, damages, awards, proceedings, costs (including the Licensor's legal costs on a solicitor and his own client basis) and liabilities or claims by any third party arising in respect of:

- (a) the placement, installation, use (or the inability to use), operation, maintenance or removal of the Equipment by the Licensee in, on, or from the Building;
- (b) the performance of this License Agreement by the Licensee, including the installation of the Licensee's Equipment, or its use or misuse by the Licensee;
- (c) any breach, violation, act or omission or non-performance of any condition, covenant, obligation, representation or warranty by or on the part of the Licensee;
- (d) damage to the Building or any personal property (including the loss thereof) of the Licensor, or any third party , or physical injury (including death resulting therefrom) caused directly or indirectly by the Licensee, or its agents, servants or employees;
- (e) any act or omission of the Licensee in connection with the presence, installation, use, operation or maintenance of the Equipment;
- (f) the proximity of the Equipment to any facilities or equipment of the Licensor, any tenant of the Licensor, whether or not a customer, or other carriers within the Building as a result of the presence, installation, use, operation or maintenance of the Equipment;
- (g) any act or omission of or by the Licensee in or while providing any services to any customer, or in respect to any service interruption, failure or impairment;
- (h) any actual or attempted seizure or repossession of the Equipment or any other equipment or property of the Licensee in any of the Licensor's properties by any creditor of the Licensee or by any other party; or
- (i) any claim of ownership, right or title by any third party in respect of the Equipment or any claim arising from any alleged lack of authority by the Licensee to enter into this License Agreement.

The Licensor shall not be liable for the quality of transmission, or for any damages arising from omissions, interruptions, delays, errors or defects in transmission suffered by the Licensee, or any of its customers, caused by failures or defects within the Building. To the extent that any of the Licensee's customers suffer damages arising from any of the circumstances mentioned above for which the Licensor may be at law responsible, the Licensee hereby indemnifies and holds harmless the Licensor from and against any such claims, regardless of whether the Licensor is alleged or found to be negligent, except when the Licensor is found to be solely negligent.

14. RELEASE AND WAIVER

The Licensee does hereby release the Licensor, as well as its respective directors, officers, servants, agents, employees, contractors (except for third party riser managers with whom the Licensee enters into an agreement) and those for whom all or any of them is, or are, in law responsible (hereinafter, individually, the "Releasee" and, collectively, the "Releasees"), from all actions, suits, damages, costs and liabilities for:

- (a) any damage to the Building, or the Licensee's Equipment;
- (b) any injury to, or death of any person; and
- (c) damage to any person's property or loss of use of such property,

arising out of any act or omission by any Releasee in respect of the Building or the Licensee's Equipment. This release extends to negligent acts or omissions, but not to grossly negligent or willful acts of any Releasee.

The Licensee further waives any claim that it may now have or may in the future have in tort, contract law, under

any other theory of law, under statute, common law or in equity and confirms that its rights, obligations, rights of indemnity and measure and type of damages are limited to those that are expressly provided for in this License Agreement.

15. RIGHT OF TERMINATION

If the Licensee fails to (i) submit Plans and Specifications within thirty (30) days after the Commencement Date; or (ii) Install and Maintain the Equipment within ninety (90) days after the Licensor's approval of the Plans and Specifications, and the Licensor requires the POP for the use of another telecom provider, then the Licensor shall have the right to terminate this License Agreement on thirty (30) days prior written notice to the Licensee.

If: (a) the Licensee is adjudicated a bankrupt, or adjudged to be insolvent, or (b) a receiver, receiver-manager or trustee of the Licensee's property and affairs is appointed; or (c) the Licensee makes an assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for the appointment of a receiver or a receiver-manager, or any execution or attachment is issued against the Licensee or any of the Licensee's property under which any person other than the Licensee attempts to take or occupy any of the Licensee's rights under this License Agreement, and the execution or attachment is not set aside, vacated, discharged or bonded within thirty (30) days after its issue, this License Agreement may at the option of the Licensor be terminated by delivering to the Licensee notice to that effect, and upon such delivery this License Agreement shall cease, but without prejudice to any rights of the Licensor which had accrued before the termination.

16. DEFAULTS

If and whenever (a) any amount due under this License Agreement shall be unpaid for thirty (30) business days following notice in writing of such monetary default by the Licensor or (b) in the case of the default or non-performance of any of the covenants or agreements herein contained (other than monetary default) on the part of the Licensee ("Non-Monetary Default"), where at least thirty (30) business days notice specifying the nature of the Non-Monetary Default has been given by the Licensor to the Licensee and the Licensee has failed to cure such Non-Monetary Default within such cure period (or such longer period as is reasonable in the circumstances providing the Licensee has commenced to cure such Non-Monetary Default within such cure period and is diligently and continuously proceeding to cure same), or (c) the Licensee ceases operations in the Building, then the Licensor may terminate this License Agreement and the provisions of Section 6(e) shall apply.

17. INSURANCE

Throughout the Initial Term of this License Agreement or any extension thereof, the Licensee, at its sole cost and expense, shall take out and keep in full force and effect the following insurance:

- (a) comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability of the Licensee as stated in this License Agreement and owners' and contractors' protective insurance coverage with respect to the Licensee's use of the Building or any portions thereof; such coverage shall include the activities and operations conducted by the Licensee and any other person or persons performing work on behalf of the Licensee or on whose behalf the Licensee is in law responsible. Such policy shall be written with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, for Five Million Dollars (\$5,000,000.00) in the aggregate and or for such higher limits as the Licensor may reasonably require from time to time;
- (b) in addition to the coverage specified in section (a) above, Excess Coverage with inclusive limits of not less than Five Million Dollars (\$5,000,000.00); and

The Licensee shall provide certificates of insurance to the Licensors on or prior to the commencement of the Initial Term of this License Agreement. All insurance policies shall contain an undertaking by the Licensee's insurer to notify the Licensors, upon not less than seven (7) days prior written notice, of any material change adverse to the Licensors, or proposed cancellation or termination of such policy. The insurance described above shall add as an additional insured, as their interest appears, the Licensors and its property manager. All liability insurance shall contain provisions for cross-liability and severability of interests between the Licensors and the Licensee.

18. SUCCESSORS AND ASSIGNS

Provided the Licensee is not in default under this License Agreement, the Licensee upon prior reasonable written notice to the Licensors, shall be entitled to assign this License Agreement to any subsidiary or affiliate as defined in the *Canada Business Corporations Act*, to a purchaser of all or a substantial part of its network or to a lender as security for a bona fide financing (the "Permitted Assignees") or in connection with a securitization or similar transaction provided the Licensee is not released from the License Agreement and provided the Permitted Assignee enters into an assumption agreement with the Licensors to be bound by all the provisions of the License Agreement.

Subject to the foregoing, the Licensee shall not assign, sub-license or transfer in any manner whatsoever this License Agreement (a "Transfer") without the prior written consent of the Licensors, which consent shall not be unreasonably withheld or unduly delayed. A sale of all or substantially all the Licensee's business or a change of control of the Licensee shall not constitute a Transfer requiring the Licensors's consent. This License Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

The Licensors shall have the right to Transfer, in whole or in part, all its rights and obligations under this License Agreement. In the event of such Transfer, a transferee shall assume the obligations of the Licensors under this License Agreement and the Licensors shall thereupon, and without further agreement, be released of all liability under this License Agreement.

19. NOTICE

Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by personal delivery or by facsimile transmission, to the Licensee at the following address:

The Licensee:

Bell Intrigna Inc.
205 5th Avenue SW
Bow Valley RPO, P.O. Box 20067
Calgary, Alberta T2P 4H3

Attention: Real Estate Services
Fax: 780-409-6870

and to the Licensors the following address:

390 Bay Street, Suite 1900
Toronto, Ontario M5H 2Y2

Attention: Senior Vice President, Strategic Initiatives
Fax: (416) 869-7851

With a copy to be given at the same time and in the same manner to:
Dundee's Legal Counsel at (416) 869-7851.

Any notice may also be given by prepaid registered mail and such notice shall be effective on the third day following the date of mailing, except in the event that there is a disruption in postal services at the date of mailing, in which case notice shall be effected by personal delivery or a facsimile transmission as stated above.

20. EARLY INSTALLATION OF EQUIPMENT

Provided this License Agreement is executed by both parties and the insurance requirements as set out in Section 13 are complied with and the Approved Plans have been approved by the Licensor in accordance with this License Agreement, the Licensor agrees that the Licensee shall have reasonable access to the Building in accordance with the provisions of this License Agreement prior to the Commencement Date for the purpose of installing the Equipment at the Licensee's expense. From the time that the Licensee enters the Building to commence such installation, the Licensee shall be bound by all of the provisions of this License Agreement except that the Licensee shall not be required to pay the Licence Fee until the Commencement Date.

21. GOVERNING LAW

This License Agreement shall be governed by the laws of the province where the Building is located or if applicable, the laws of Canada.

22. FORCE MAJEURE

Neither party to this License Agreement shall be in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms and conditions of this License Agreement due to any causes beyond its reasonable control which causes included but are not limited to acts of God, the public enemy, riots and insurrections, war, accident, fire, embargoes, judicial action by or acts of civil or military authorities but specifically excluding financial inability.

23. NO EXCLUSIVITY

The Licensee acknowledges and agrees that nothing in this License Agreement shall be construed or interpreted as granting to the Licensee any exclusive rights or privileges in the Building to the exclusion of any other third parties.

24. GOVERNMENT REGULATIONS

The parties to this License Agreement shall comply with and conform to all laws, by-laws, legislative and regulatory requirements of any governmental authority having jurisdiction relating to the matters contemplated by this License Agreement. Such governmental authorities shall include but not be limited to municipal authorities, provincial authorities, Industry Canada and the Canadian Radio-television and Telecommunications Commission. Should any provision of this Agreement be illegal, invalid or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this Agreement and the remaining provisions shall remain in force and be binding upon the parties. For greater certainty, the provisions of this License Agreement regarding the Licensee's liability for, and payment of fees to the Licensor for the License Agreement shall remain in force and be binding on the parties regardless of the severance of other provisions of this License Agreement pursuant to this section.

25. COMMISSIONS

The Licensee hereby indemnifies and holds Licensor harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this License Agreement.

26. TAXES

The Licensee shall be responsible for collecting and remitting all applicable Federal, provincial and local taxes attributable to the ownership and operation of any Equipment installed pursuant to this License Agreement, provided, however, that the Licensee shall not be responsible for any taxes imposed on the income of the Licensor derived from the Building or otherwise, except that the Licensee will be responsible for the payment of all

applicable federal, provincial and local taxes imposed on the Licensor as a direct result of the exercise, directly or indirectly, of the Licensee's rights under this License Agreement, including the Licensee's operations and sales within the Building.

27. MISCELLANEOUS

- (a) This License Agreement, including the Specifications for Premises Wiring, Cable Management and Roof-top Access attached hereto, constitutes the entire agreement of the parties and supersedes all prior agreements and understandings whether written or oral relative to the subject matter hereof. Except as otherwise specifically set forth in this License Agreement, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. This License Agreement may not be amended or modified except by a written instrument executed by both parties.
- (b) Except as expressly otherwise herein provided, time is of the essence of this License Agreement.
- (c) Each of the parties agrees from time to time hereafter and upon any reasonable request of any other party, to make or cause to be made all such further acts, deeds, assurances and things as may be required to more effectually implement the true intent of this License Agreement.
- (d) The failure of either party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this License Agreement shall not be construed as a waiver or a relinquishment thereof for the future. No payment by the Licensee or receipt by the Licensor of a lesser amount than the monthly installment of License Fees due under this License Agreement shall be deemed to be other than on account of the earliest License Fees due hereunder, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as Licensee Fees be deemed an accord and satisfaction, and the Licensor may accept such cheque or payment without prejudice to the Licensor's right to recover the balance of such License Fees or pursue any other remedy provided for in this License Agreement.
- (e) The indemnity rights and obligations under this License Agreement shall survive the expiration or termination of this License Agreement.
- (f) The individuals executing this License Agreement on behalf of the Licensor or the Licensee, as the case may be, each represent that they are authorized to execute this License Agreement on behalf of the Licensor or the Licensee, as the case may be.

IN WITNESS WHEREOF the Licensor and the Licensee have hereunto executed this License Agreement.

LICENSOR: _____
Per: _____
Name: _____
Title: **Allan Perez, Senior Vice President**

LICENSEE: _____
Title: **VP Finance and CFO** c/s

Per: _____
Name: _____
Title: _____
We have the authority to bind the Corporation

Per: _____
Name: _____
Title: _____
We have the authority to bind the corporation

G26/KOCHMW4373636

Schedule A

Municipal Address:

EPCOR Centre
10065 Jasper Avenue
Edmonton, Alberta
T5M 2R8

Legal Description:

Plan F, Lots 3, 4, and 5
Excepting There out All Mines and Minerals



Communications Service Provider Welcome Package

Date: July 17, 2001

Table of Contents

Welcome To.Dundee	1
1.0 Installations	2
2.0 Construction Management Services	2
3.0 Communication Area(s) Operation Security And Service Organization	3
3.1 Security and Access Control.....	3
3.2 Building Regulations	4
3.3 Ainsworth Call Centre	4
3.4 Service Procedures	5
3.5 Service Fees	6
4.0 Information Ownership And Use	6
Appendices	7

Welcome To.Dundee



On behalf of both the staff at the Dundee Realty Corporation (Dundee) and Ainsworth Inc. (Ainsworth) it is our pleasure to welcome you to these properties. Dundee has entered into a Communications Infrastructure Management Agreement with Ainsworth. Ainsworth is the Communications Infrastructure Manager for Dundee. In this role, Ainsworth will either install and/or supervise all Point of Presence (POP) installations, structured cabling installations, initial set up and provisioning of services, moves, adds, changes and terminations in the riser, POP and rooftop area. Ainsworth shall also be responsible for POP rooftop riser areas and security access and shall be responsible to provide the services related to ongoing riser usage, the terms of which are defined below.

1.0 Installations

As the TSP succeeds in selling new offerings to customers, if current infrastructure is not suitable for use, they may require the installation of new media (Media Bundles) from the MDF/MTR location to the IDF nearest to their customer. Ainsworth will ensure an acceptable installation of the Media at the TSP's expense. The TSP will have exclusive use of this media until the end of

TSP's wishing to use copper, can either pay to have a copper *Media Bundle* installed for their exclusive use over ten years, or use their existing circuits.

Ainsworth will provide a quote to each TSP who requires a *Media Bundle* and will install and collect the installation fees from the TSP. TSP's will have the right to have a contractor from the Client's list of Building's approved contractors install their Media Bundles in the event that they are not satisfied with Ainsworth's delivery, pricing or service. In such a case, Ainsworth will provide construction management at a cost of 5% of the total installed cost of the project. (including GST)

2.0 Construction Management Services

Where Ainsworth provides Construction Management of work in the Riser (i.e. Supervision), POP and rooftop area, by contractors other than Ainsworth, Ainsworth will for a Fee of 5% of the final installed cost, provide the following services:

- review engineering drawings
- interface with the property management personnel
- ensure that the contractor is on the building's approved contractor list
- manage contractor relationships
- manage the on-site co-ordination and supervision, including X-ray and coring
- provide controlled building access
- inspect the work upon completion
- approve all as-built drawings
- enter the cabling into the building's cabling database
- ensure work is carried out in accordance with Dundee's Specifications for Premises Wiring, Cable Management and Rooftop Access.

No party will be permitted to install telecommunications media or equipment in the building riser and telecommunications spaces without Ainsworth's approval, direct supervision and project management.

3.0 Communication Area(s) Operation Security and Service Organization

Ainsworth will keep in place over the term of their agreement with Dundee a Service Organization that will ensure that all users of the In-Building Wire will receive prompt and satisfactory service. Dundee has appointed Ainsworth the exclusive provider of services related to the communications riser for the term of their agreement. Ainsworth's services include:

- Implementation of a customized cable management software tracking program including:
Development, population and maintenance of a customized cable management database.
- Provision of a standard operating procedure for placing orders.
- Utilization of Ainsworth's Call Centre Service Management dispatch system for dispatching of on-site technical staff and engineers to provision circuit assignments and coordinate with TSP's.
- Maintenance of a 7 days per week, 24 hours per day technical repair service operation.
- Provision of statistical usage/utilization reports in order to track riser usage initial set ups, moves, adds, changes and disconnection's (terminations).

3.1 Security and Access Control

In conjunction with Dundee, Ainsworth has implemented a security program, including the management of the TSP to reduce liability and to ensure each TSP's compliance with the building rules.

Ainsworth will make their best effort to ensure that the Communications Infrastructure will remain secure for the TSP and end users (i.e. tenants') to ensure complete privacy, security and reliability.

Any party requiring building access will contact our Call Centre at any hour, via telephone email or Internet and the information in Appendix A (Service / Access request Form) will be requested. Following approval of the access by Ainsworth, the Dundee site representative (superintendent or security guard) will be notified of the access request and the anticipated arrival of the party, and will be provided with an access authorization number. No party, unless authorized by Ainsworth, (except those critical parties as agreed to in advance by Ainsworth and Dundee), will be granted access by the Dundee site representative. The times at which a site representative is normally on-site will be logged into our Call Centre database and in the event that the site representative is not available, Ainsworth will provide access at the requesting party's expense.

3.2 Building Regulations

In conjunction with Dundee, Ainsworth will enforce the building regulations to reduce liability and ensure safety and security of service personnel, tenants and TSP equipment as well as the integrity of the risers.

Please see Appendix B Dundee's Schedule B to Standard Form License Agreement for the Specifications for Premises Wiring, Cable Management and Rooftop Access.

3.3 Ainsworth Call Centre

As part of their Service Management Systems, Ainsworth uses the latest web-based contact management software for customers to obtain customer service 24 hours per day, seven days per week. Clients can place a Request for Service by making a phone call, sending an email, or logging on to a web site. This allows the client to decide which method of requesting service is most convenient for them. Call Centre agents receive the requests and assign a work order number that is relayed back to the client for tracking purposes. Clients can access Ainsworth's internal web site for real-time updates on the status of their service request and when they can expect the work order to be completed.

Depending on the urgency of the service requests, calls may be escalated from standard response times to "Priority One" status. Ainsworth uses alphanumeric paging technology that allows for 250 character pages to be transmitted directly to the service technician.

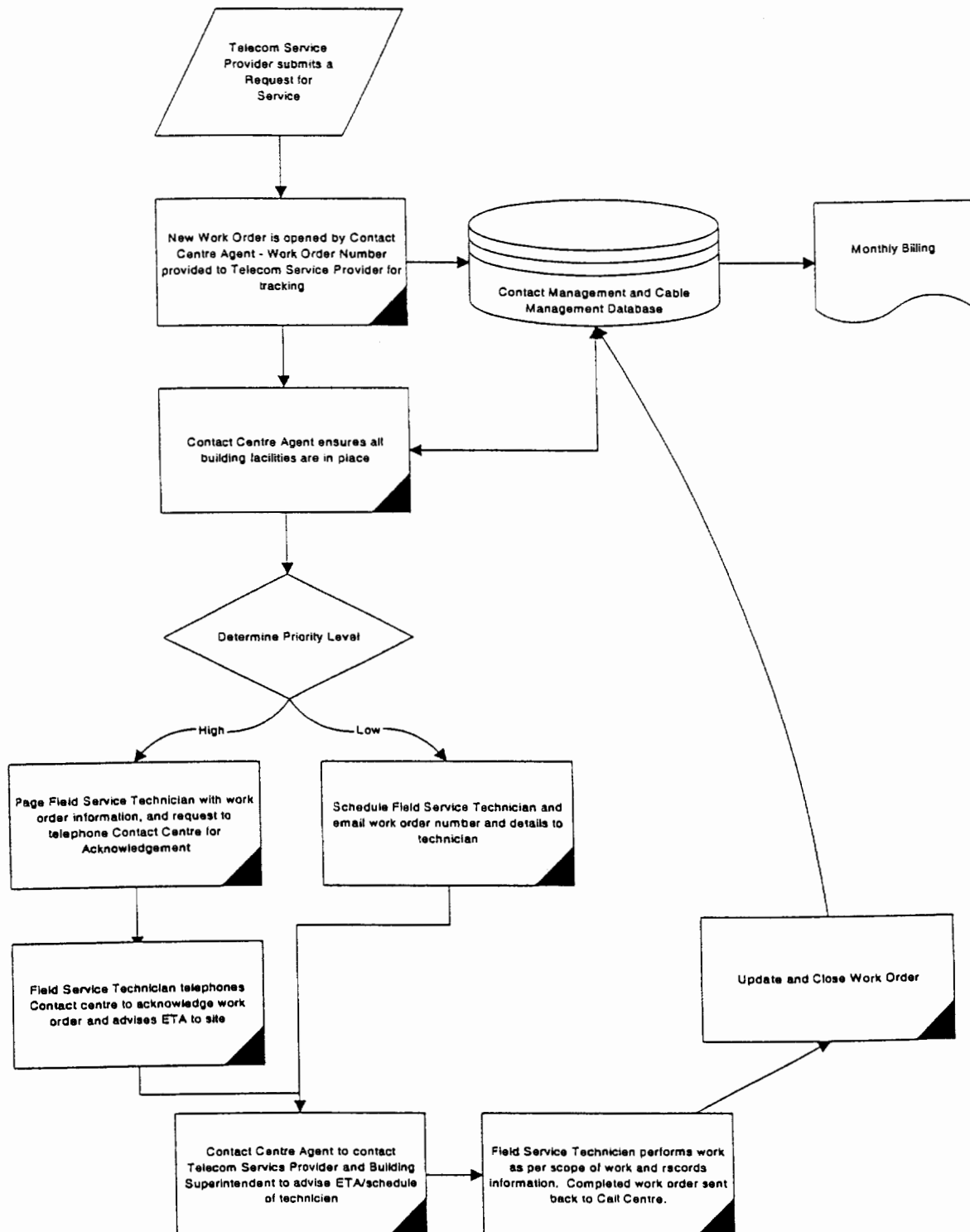
Customers will be provided with instructions for requesting service via:

1. Voice
2. Email
3. Web interface

The Call Centre will respond to requests from each medium within the stated service level agreement. Clients will receive a work order number to reference their service call via voice, email or the web site. Clients may request a priority escalation of work orders under special circumstances that may arise.



3.4 Service Procedures



3.5 Service Fees

TSP's shall be charged for services provided by Ainsworth related to their use of the riser. These fees are designed to cover the costs associated with the elements of a successful service operation; including electronic dispatch, cable management and truck based technicians.

The Schedule of Fees is shown below:

Schedule of Fees		
	Fibre	Voice
• new customer setup	\$84 per hour	\$84 per hour
• circuit setup	(\$21 per 15 minute	(\$21 per 15 minute
• installation & testing of circuits	increment, one hour	increment, one hour
• supervised access to riser	minimum)	minimum)
• disconnection		
• material	Extra	Extra
• In-tenant suite wiring (if requested)	\$ 79 per hour	\$ 79 per hour

Ainsworth shall have the right to adjust these Fees over the term of their agreement with Dundee, at their discretion, acting reasonably.

4.0 Information Ownership And Use

Ainsworth agrees to only use information gathered through its operations at this property for the purpose of carrying out its duties as the Communications Infrastructure Manager and for no other purpose without the written consent of the TSP's and Dundee. All information collected at the property by Ainsworth shall remain confidential and the sole property of Dundee and shall be available for review by Dundee upon request. Information related to the infrastructure of each individual TSP shall be made available to that TSP upon request. Such information shall include but not necessarily be limited to:

- Wiring diagrams and drawings
- Cabling and conduit inventories and labeling schemes
- Details of TSP interconnections
- Manuals and procedural documents

Appendices

Appendix A

Service / Access Request Form



RISER MANAGEMENT SERVICE / ACCESS REQUEST FORM

Building Location*:

Date*:

Required Access date(s)*: Required Access Time*:

Requestor's Name*:

Requestor's Company Name*: Requestors Title*:

Requestor's Email Address*: Requestor Telephone Number(s)*:

General Purpose of Service*:
(highlight selection)

^Please fill in reason under notes

Priority Level*:
(highlight selection)

Number of Cable pairs affected by this action**:

Type of Cable being affected**:

Type of Circuit being installed**:

Origin of Cable**:

Destination of Cable**:

Description of new or additional equipment being installed in the riser(s)**:

Name of Tenant serviced*: Tenant Contact Person*:

Location of Tenant Suite*: Tenant Telephone Number*:

Notes:

*Information required to process request

** (Not required for Access-Only requests)

Appendix B

Schedule B to Standard Form License Agreement Specifications for Premises Wiring, Cable Management and Rooftop Access

TABLE OF CONTENTS

1. **INTRODUCTION**
 - 1.1 Ownership
 - 1.2 Notification
 - 1.3 Cable Management and Labeling
2. **GENERAL REQUIREMENTS**
 - 2.1 General Requirements
 - 2.2 Health and Safety Regulations
 - 2.3 Workplace Safety and Insurance Board
 - 2.4 Certification
3. **PREMISE WIRING SYSTEM**
 - 3.1 Products
 - 3.2 Labour
 - 3.3 Tools
 - 3.4 Other
 - 3.5 Schedule
4. **CABLING INFRASTRUCTURE**
 - 4.1 Cabling Standards
 - 4.2 Conduit management
 - 4.3 Installation
 - 4.4 Main Telecom Closet
 - 4.5 Intermediate Cross Connects
 - 4.6 Testing
 - 4.7 Documentation
5. **SPECIFICATIONS FOR ROOFTOP ACCESS**
 - 5.1.1 Frequency and Antennae Consideration
6. **CABLING STANDARD AND MANAGEMENT**
7. **EQUIPMENT INSTALLATION**

1.0 INTRODUCTION

Premises Wiring System is a detailed specification for standard premise wiring products, installation practices, labelling, testing and documentation. It is the intention of the Licensor that all Telecom and Data communication facilities be installed to BICSI standards.

1.1 Ownership

1.1.1 All cabling will revert to the ownership of the Licensor within 60 days from the date the service is terminated by the Tenant or the Licensee.

1.1.2 The Licensor reserves the right to request that the cabling be removed from all conduit, risers and horizontal distribution after the 60 days as indicated in section 1.1.1. The Licensee shall remove the equipment within 30 days of notice. All costs associated with the removal and disposition of the cabling, racks or other attached accessories will be borne by the Licensee.

1.2 Notification

1.2.1 The Licensee will notify the Licensor of any changes to the physical plant, including but not limited to new services, installation or changes to tenant services in writing or in the format as requested by the Licensor.

1.3 Cable Management and Labeling

1.3.1 All cabling shall be labeled as to BICSI standards showing cable pair termination and ownership of cable.

1.3.2 All cable terminations shall be clearly marked as to service provider, tenant and cable pair. Cables shall also be marked as to cable number to correspond to the logbook at the entrance of each conduit or sleeve.

1.3.3 The Licensor will provide cable management logbooks or other medium for the recording of all cable pairs and installation and terminations. All installation adds, removes or changes to be recorded.

- 1.34 A separate section of the log will be kept for fiber cable and conduit records.

2.0 GENERAL REQUIREMENTS

2.1 General Requirements

- 2.1.1 The Licensor reserves the right to demand the removal of any the Licensee's employees engaged in this contract if, in the Licensor's opinion, their conduct has been of an unacceptable nature.
- 2.1.2 The Licensee must adhere to all the Licensor's policies, procedures and regulations. Smoking is prohibited in the Buildings.
- 2.1.3 The Licensee shall pay all employees' wages and salaries promptly and pay for all materials promptly and shall indemnify and save harmless the Licensor from all claims for Construction Liens as registered during the term of this contract or after the expiry date of the same whether such lien is valid or not. The Licensee shall forthwith have the said lien removed from the title of the Building, or any part thereof, at the expense of the Licensee and the Licensee agrees to indemnify the Licensor, against any damages and / or costs suffered or incurred by it as a consequence of the registration of any such lien.
- 2.1.4 The Licensee shall furnish all labour, equipment, transportation, etc. and any other incidentals required for the completion of work as listed, except as otherwise specified.
- 2.1.5 The Licensee shall obtain any required permits and conform to any existing applicable codes, such as the Canadian Standards Association, Underwriter's Laboratories of Canada, Provincial Fire Code, Provincial Building Code, Provincial Electrical Code, Ministry of Labour, and all local Bylaws and any other applicable regulatory requirements.
- 2.1.6 The Licensee shall conform to the Provincial Fire Code when carrying out hot work. The Licensee shall be responsible for all damage resulting from a failure to comply.

- 2.1.7 The Licensee shall be trained, experienced, qualified and appropriately licensed to carry out their work in the applicable Provinces of Canada.
- 2.1.8 The Licensee shall be solely responsible for loss or damage of their tools, equipment or any materials in the Building.
- 2.1.9 Prior to commencement of any work affecting the fabric of the building, the Licensee shall review the asbestos report for the building. The Licensee shall evaluate the potential presence of asbestos in the specific work zone. If Asbestos is present the Licensor shall be notified and no work is to proceed until any materials containing asbestos have been dealt with. The asbestos removal contract and respective additional cost will be established by the Licensor at time of need.
- 2.1.10 The Licensee shall ensure that the work zone, for construction and maintenance projects is clearly delineated by means of visual markers or barricades and that no workers other than those employed by the Licensee are present in the work area.
- 2.1.11 On the completion of work, the site shall be left in a clean and orderly condition. All construction-generated debris shall be removed and disposed of off-site.
- 2.1.12 The Licensee is encouraged to follow the three "R"s of good waste management - reuse, reduce, recycle.
- 2.1.13 Any and all work which may alter existing structural components or assemblies of the building must have prior approval from the Licensor.

2.2 Health and Safety Requirements

- 2.2.1 All equipment requiring approval (Ontario Hydro, C.S.A., etc.) shall be completely assembled and shall bear labels showing approval of assembly. If not so approved, the Licensor reserves the right to have the equipment modified to meet approval and the cost will be deducted from the Licensee's contract.
- 2.2.2 Every person who supplies any machine, device, tool, equipment or service to the Licensor shall ensure that the machine, device, tool, equipment or service complies with the **Occupational Health and Safety**

Act and Regulations of Industrial Establishments. The **"Burden of Proof"** rests with the Licensee.

- 2.2.3 It shall be the Licensee's responsibility to ensure that all workers including owners designated as workers on the project abide by the regulations for construction projects as outlined by the Occupational Health & Safety Act latest version, as well as any other safety standards that are applicable by law or established by generally accepted industry standards or by applicable industry associations.
- 2.2.4 The Licensee agrees to indemnify the Licenser against any claims and costs incurred by it as a result of the Licensee or workers breaching the Occupational Health and Safety Act herein including costs incurred in preparing for and attending any hearing or trials in connection therein.

2.3 Workplace Safety and Insurance Board

- 2.3.1 *The Licensee shall furnish a Certificate of Clearance from the Workplace Safety and Insurance Boards as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract and each September thereafter. The good standing must be maintained throughout the contract.*
- 2.3.2 The Licensee shall enroll all workers, including all principals if so designated, and ensure all sub-contractors workers are enrolled under the Worker's Compensation Act. Where an independent operator, employer or executive officer provides on site work, they must first have applied to and be deemed a worker by the Workers' Compensation Board.
- 2.3.3 All workplace injuries or accidents in the Building must be reported to the Licenser within 24 hours.

2.4 Certification

- 2.4.1 The Licensee shall furnish a Certificate for training in: WHIMS, Ladders and Scaffolds, and Asbestos Management for each employee who may be employed by the Licensee. These certificates are to be furnished prior to the commencement of this contract and each

September thereafter. The good standing must be maintained throughout the contract.

3.0 PREMISE WIRING SYSTEM

3.1 Products

- 3.1.1 All products must meet the specifications in this document. It is the responsibility of the Licensee to insure installation and materials meet the BICSI and other standards as outlined in section 3.1
- 3.1.2 All products installed must meet or exceed all local, provincial and federal building, fire, health, safety and electrical codes.
- 3.1.3 The Licensee is responsible for complete storage, handling, delivery, and installation of all materials used in the performance of their work.
- 3.1.4 The Licensee is responsible for the clean up of all materials while on site.
- 3.1.5 The Licensee is responsible for keeping the workplace clean, safe and free from debris at all times. All debris must be removed from the site on a daily basis. The costs for cleaning and removing debris are the responsibility of the Licensee.

3.2 Labour

- 3.2.1 The Licensee agrees to use only tradesmen who are fully trained, qualified and experienced on the installation, termination and testing of a Communications Cabling system to the BICSI standard or industry accepted Telecom communication standards.
- 3.2.2 The Licensee must comply with all Union job-site requirements if applicable for the duration of the project, make all necessary precautions, allowances and pre-cautions to comply with Labour requirements of all Unions on site to ensure that there will not be any disruption of work arising from the contractors work or workers.

- 3.2.3 The Licensee shall provide the Licensor or their designated representative a list of subcontractors that will require access to their properties.
- 3.2.4 The Licensee must comply with all requirements of the Occupational Health & Safety Act.
- 3.2.5 The Licensee's contractor will give 24-hour prior notice to in building security or maintenance staff when working in the Building or as instructed from time to time by the Licensor.
- 3.2.6 The Licensee shall make arrangements for access to the Licensor property for times other than regular working hours and will compensate the Licensor for any additional costs for such access.

3.3 Tools

- 3.3.1 The Licensee is required to maintain a safe and workman like site and is responsible to maintain to all public spaces. The Licensor is in no way responsible or liable for any tools of the Cabling Contractor.

3.4 Other

- 3.4.1 It is the responsibility of the Licensee to perform all cutting, patching and repair related to the communications cabling work.
- 3.4.2 The Licensee will be responsible to fish walls, columns etc., wherever conduit has not been provided by others to ensure all cabling is concealed or have approval of the Licensor for alternate designs.
- 3.4.3 It is the responsibility of the Licensee to insure that all Building, Fire and Electrical codes are met. Any penetrations of firewalls shall be repaired as to ensure the integrity of the firewall.

3.5 Schedule

- 3.5.1 Work to be scheduled with the Licensor. All work to be performed to minimize inconvenience to tenants of the Building.

4.0 CABLING INFRASTRUCTURE

4.1 Cabling Standards

The cabling system described in this specification is derived in part from the recommendations made in industry standard documents. The list of documents below are incorporated by reference:

- 4.1.1 ANSI/TIA/EIA-568-A Commercial Building Telecommunications Cabling Standard - October, 1995
- 4.1.2 ANSI/EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces- October, 1990
- 4.1.3 ANSI/EIA/TIA-606 Administration Standard for the Telecommunications Infrastructure of Commercial Building - February, 1993
- 4.1.4 ANSI,TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications - August, 1994
- 4.1.5 Building Industries Consulting Services, International (BICSI) Telecommunications Distribution Methods Manual (TDMM) - 2000

If a conflict exists between applicable documents, the order in the list above shall dictate the order of precedence in resolving conflicts.

If this document and any of the documents listed above are in conflict, then the more stringent requirement shall apply. All documents listed are believed to be the most current release of the documents. The Licensee is responsible to determine and adhere to the most recent release when developing the proposal for installation.

4.2 Conduit Management

- 4.2.1 For shared conduit space indicate the size of cable to be run and number of cables.
- 4.2.2 All assigned conduit must be clearly marked as to the owner/lessee of that conduit.
- 4.2.3 Some buildings may have limited existing space available, it is the Licensee's responsibility to insure

that the conduit is suitable for their purpose. In the event that no conduit space is available, indicate whether the Licensee is willing to remove existing unused cable.

4.3 Installation

- 4.3.1 Shall follow BICSI standards
- 4.3.2 All associated installation charges, including for remedial work and garbage disposal are the responsibility of the Licensee.
- 4.3.3 It is the responsibility of the Licensee to insure that all Building code and electrical codes are met. Any penetrations of firewalls shall be repaired as to ensure the integrity of the firewall.

4.4 Main Telecom Closet

- 4.4.1 If it becomes necessary to relocate or rearrange the existing equipment and cabling in the telecom closet to service the tenants, it will be the Licensee's responsibility to effect the necessary modifications to the Telecom closet. The Licensee will furnish the drawings for review and approval prior to any construction work. All expenses will be borne by the Licensee. The same conditions will apply should the Licensee deem it necessary to build a new telecom closet to house its equipment and cable. The Licensor will be responsible for approval of the plan and provisioning of the required space for the new telecom closet.
- 4.4.2 The Licensee may not store any equipment other than in their dedicated area.
- 4.4.3 Any additional room conditioning such as temperature humidity control, power supply, etc. are the responsibilities of the Licensee.

4.5 Intermediate Cross Connections

- 4.5.1 No active electronics may be installed without prior written approval of the Licensor.
- 4.5.2 All new cross connect panels must be installed to minimize space requirements or use only space that has been designated for their use.

4.6 Testing

- 4.6.1 The Licensee is responsible for testing their cable and insuring it meets their required specification

4.7 DOCUMENTATION

4.7.1 Drawings

The Licensee is required to provide as-built drawings of the main telecom closet installation and any new horizontal conduit installation or any modification to building structure or wiring plant. All drawings to be provided in hard copy and AutoCAD Release 14 format if available.

4.7.2 Cable Schedules

The Licensee is required to maintain a complete as built cable schedules of the cable installation and make this information available to the Licensor on request. The Licensee provider is responsible to maintain the information required in the Licensor's cabling logbook after each installation. The Schedules are to contain Tenant name, termination location, cable pair, type of cable, circuit information and date of initial installation, the Licensor has the right to modify requirements of the log.

5.0 SPECIFICATIONS FOR ROOFTOP ACCESS

- 5.0.1 In order to optimize the space available on the rooftop of the Licensor's buildings, the Licensee must provide the following for each of the proposed rooftop access:

5.1 Frequency and Antennae Consideration

- 5.1.1 The operating frequency band for the proposed wireless system.
- 5.1.2 Indication whether the proposed frequency band is a licensed or unlicensed band
- 5.1.3 The radiated power output (e.i.r.p.) of the antennae
- 5.1.4 Indication whether the proposed antennae are directional or omni-directional

5.1.5 The number of antennae that will be deployed on the rooftop.

5.1.6 The rooftop space requirements

6.0 CABLING STANDARD AND MANAGEMENT

6.0.1 The installation and management of all cables and wiring associated with the rooftop wireless installation will conform to the specifications outlined in cabling management section.

7.0 EQUIPMENT INSTALLATION

7.0.1 A detailed set of construction drawings shall be submitted to the Licensor for review and approval prior to the commencement of construction.

7.0.2 Before the commencement date, the Licensee will carry out all necessary tests to the premises to satisfy that it may use the premises for its intended purposes and shall repair any damage to the premises caused by the contractor.

7.0.3 The Licensee shall obtain and maintain all licenses required to operate the equipment.

7.0.4 The Licensee will comply with all applicable environmental laws and indemnify the Licensee for any breach thereof.

7.0.5 The Licensee shall remove all equipment except for foundation and roof anchors upon the termination of the Lease Agreement for the rooftop.

7.0.6 The Licensee shall restore the premises to its original condition, reasonable wear and tear excepted.

7.0.7 The Licensee may connect its equipment to the Licensor's existing hydro distribution and electrical grounding system if sufficient power is available or install new distribution at its own expense upon review of engineering drawings by the Licensor. The Licensee will be responsible for payment of its own power consumption.

7.0.8 The Licensee shall not have an exclusive right for the use of the rooftop building resource. Frequency coordination, to avoid mutual interference, will be

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 20____.

BETWEEN:

CONTINENTAL SAXON HOLDINGS LIMITED

(the "Owner")

- and -

BELL CANADA

(the "Licensee")

WHEREAS:

- (a) the Owner is the owner of a certain building as more particularly described in this Agreement and municipally known as 10065 Jasper Avenue in the City of Edmonton, in the Province of Alberta; and
- (b) the Owner has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Owner's building, as more particularly described in this Agreement, on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 **Definitions** In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

"Agreement" means this Agreement and the Schedules attached hereto and all subsequent changes, modifications and amendments to this Agreement and the attached Schedules made in accordance with the provisions of this Agreement.

"Building" means the building owned by the Owner and located on the Lands.

"Building Risers" means the electrical, mechanical or communications spaces or other pathways in the Building.

"Business Day" means a day other than Saturday, Sunday or any other day on which the principal commercial banks in Alberta are not open for business during normal banking hours.

"Commencement Date" means the date on which the Term commences, which shall be April 1st, 2007 or the date on which the construction of the Equipment Room commences, whichever is earlier.

"Communications Equipment" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

"Connecting Equipment" means the cables, conduits, inner ducts and connecting hardware of the Licensee that are connected to the Communications Equipment.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or its successor.

"Entrance Link" means the core sleeve penetration through the foundation of the Building.

"Equipment Room" means the enclosed premises located on the Transfer level of the Building and shown hatched on the floor plan attached to this Agreement as Schedule A, comprising approximately 168 square feet, which premises shall be provided by the Owner to the Licensee for the sole and exclusive use of the Licensee.

"GST" means the Goods and Services Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

"Lands" means the lands situated in the City of Edmonton, in the province of Alberta, on which the Building is constructed, as more particularly described in the attached Schedule B.

"Licensee's Equipment" means, collectively, the Communications Equipment and the Connecting Equipment.

"License Fee" means the annual fee specified in section 4.1 of this Agreement, which fee is payable by the Licensee to the Owner under this Agreement.

"Notice" means any notice, request, consent or other communication provided, required or permitted under this Agreement, as contemplated in section 12.1 of this Agreement.

"Renewal Term" means the period after the Term for which this Agreement may be renewed and extended, as described in section 3.2 of this Agreement.

"Term" means the continuous period of five (5) years commencing on the Commencement Date.

1.2 Interpretation For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

- 1.3 **Schedules** The following are the Schedules attached to and forming part of this Agreement:

Schedule A – Equipment Room Plan

Schedule B – Legal Description of Lands

ARTICLE 2 - LICENSE

- 2.1 **License** The Owner grants to the Licensee a non-exclusive license to:

- (a) install, operate, maintain, repair and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee from time to time to provide communications services to the Licensee's customers in the Building; and
- (c) use the Entrance Link and existing Building wiring, only to the extent that the Owner has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

- 2.2 **Equipment Room** The Owner shall provide the Equipment Room to the Licensee, for the sole and exclusive use of the Licensee, which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

- 2.3 **Sublicense** Notwithstanding section 13.4 of this Agreement, and subject to the prior written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, the Licensee shall have the right to sublicense a portion of the Equipment Room to a third party for the purpose of permitting such third party to provide communications services to its customers in the Building.

- 2.4 **Nature of Interest** The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the parties.

- 2.5 **Non-Exclusivity** The Licensee acknowledges and agrees that, subject to section 2.2 of this Agreement, the license granted to the Licensee pursuant to section 2.1 of this Agreement is not exclusive to the Licensee, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

- 2.6 **Rooftop Rights** If requested by the Licensee in connection with its use of the Equipment Room and the Building Risers, the Owner shall permit the Licensee to install, operate, maintain, repair and replace certain of the Licensee's Equipment on such portion of the rooftop of the Building as mutually agreed between the Owner and the Licensee in writing at an access fee mutually agreed to by the Owner and the Licensee. Further the Licensee agrees to adhere to any and all life safety rules and regulations for the Building.

ARTICLE 3 - TERM

3.1 **Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, and, subject to the provisions of this Agreement, shall remain in effect for the Term.

3.2 **Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have two (2) options to renew and extend this Agreement for consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing not more than twelve (12) months', nor less than six (6) months' written notice to the Owner. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be mutually agreed upon by the parties in writing based on the then current market rates for similar telecommunications license agreements for similar buildings. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by alternate dispute resolution or by a single arbitrator appointed under provincial arbitration legislation.

3.3 **Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement.

ARTICLE 4 - LICENSE FEE

4.1 **License Fee** The Licensee shall pay to the Owner an annual License Fee in an amount of Three Thousand Six Hundred Dollars (\$3,600.00), excluding GST, which License Fee shall be paid no later than the 1st day of March, 2007, and, thereafter, on each anniversary of the Commencement Date during the Term.

4.2 **GST** The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Owner's GST registration number is 140517004RT0001.

4.3 **Non-Disclosure** The Owner and the Licensee each agree to use good faith efforts to refrain from disclosing the financial terms of this Agreement, except that either party may disclose the financial terms of this Agreement if required by law or regulation.

ARTICLE 5 - USE

5.1 **Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.

5.2 **Title** The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times, notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES

6.1 Access The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. The Licensee and its authorized representatives shall have ingress and egress to the Building Risers at such times as specified by the Owner, acting reasonably, provided that in the event of an emergency, the Licensee shall have the right to enter the Building Risers upon notification to the Owner. All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be subject to the Owner's reasonable security procedures.

6.2 Electrical Power The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. Where the Licensee's Equipment consumes more than approximately one (1) kilowatt per hour, the Owner may require the Licensee to pay for all electricity consumed by the Licensee on a load and usage basis. The Owner shall use commercially reasonable efforts to provide the Licensee with ten (10) Business Days advanced notice of any planned utility outages that may interfere with the Licensee's use. In the case of emergency power outages, the Owner shall make reasonable efforts to notify the NOC at 1-877-993-4237. The Licensee agrees that the Owner has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree that the Owner will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.

6.3 Telephone Service The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.

6.4 Nuisance The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

6.5 Compliance with Laws The Licensee, in installing, maintaining operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

7.1 Approval of Plans Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications and working drawings to the Landlord in respect of such installation for the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

7.2 Installation Upon receipt of the Owner's written approval pursuant to section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and

workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities.

7.3 Cables The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Owner to the Licensee.

7.4 Repairs and Maintenance The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

7.5 Liens The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee, provided that the Licensee may contest, in good faith, any such liens.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

8.1 Licensee's Insurance Licensee will, without limiting its obligations or liabilities under this Agreement, at its own expense, obtain and maintain, during the Term or any Renewal Term:

- (a) commercial general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage, including contingent employer's liability, contractual liability and non-owned automobile liability, relating to the Licensee's use and occupation of the Equipment Room, the Building and the Lands pursuant to this Agreement. The required insured amount shall be composed of any combination of primary and excess (umbrella) insurance policies. Such insurance shall name the Owner as an additional insured limited to the extent of the negligence of the Licensee or those for whom the Licensee is responsible in law and include both cross-liability and severability of interest clauses.
- (b) "All risks" property insurance in an amount not less than the replacement cost of the Communications Equipment in the Equipment Room. Licensee shall arrange for its property insurers to waive their subrogation rights against the Owner.
- (c) boiler and machinery insurance for electrical and mechanical breakdown of heating, ventilation and air conditioning machinery and equipment of the Licensee.

The Licensee shall provide the Owner with a certificate evidencing the insurance required above, as well as any renewal certificates thereafter for the duration of the Agreement, recording that the Owner shall receive thirty (30) days' written notice prior to cancellation to the detriment of Owner.

8.2 **Licensor's Insurance** The Owner will, without limiting its obligations or liabilities under this Agreement, at its own expense, obtain and maintain, during the Term or any Renewal Term:

- (a) commercial general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage relating to the Owner's ownership, use, occupation, operation, management and/or maintenance of the Equipment Room, the Building and the Lands. The required insured amount for comprehensive general liability shall be composed of any combination of primary and excess (umbrella) insurance policies.
- (b) "All risks" property insurance in an amount not less than the replacement cost of the Equipment Room and the Building.
- (c) boiler and machinery insurance for electrical and mechanical breakdown of heating, ventilation and air conditioning machinery and equipment in the Building.

8.3 **Indemnification/Liability**

(a) The Licensee will be liable for and will indemnify and save harmless the Owner, its directors, officers, employees and contractors, and those for whom it is responsible in law (collectively, the "Owner Indemnitees") from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any breach by the Licensee of its obligations under this Agreement or any negligent act or omission relating to the Licensee's use and occupation of the Equipment Room, the Building or the Lands under this Agreement, provided that the Licensee will not be required to indemnify the Owner Indemnitees to the extent any such Losses are caused by any negligent or wilful act or omission of any of the Owner Indemnitees. Notwithstanding the foregoing, in no event will the Licensee be liable for or indemnify and save harmless any of the Owner Indemnitees from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss or profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

(b) The Owner will be liable for and will indemnify and save harmless Licensee, its directors, officers, employees and contractors, and those for whom it is responsible in law (collectively, the "Licensee Indemnitees") from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any breach by the Owner of its obligations under this Agreement or any negligent act or omission relating to the Owner's ownership or management of the Building or the Lands under this Agreement, provided that the Owner will not be required to indemnify any Licensee Indemnitees to the extent any such Losses are caused by any negligent or wilful act or omission of any of the Licensee Indemnitees. Notwithstanding the foregoing, in no

event will the Owner be liable for or indemnify and save harmless any of the Licensee Indemnitees from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss or profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

ARTICLE 9 - TERMINATION

9.1 Termination by Licensee The Licensee shall have the right to terminate this Agreement upon written notice to the Owner in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (c) the Licensee no longer requires the Equipment Room or the Building Risers for the purpose of providing its communications services to customers in the Building;
- (d) the Owner defaults in the observance or performance of any of the Owner's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence; or
- (e) the Owner makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager or trustee of the property and the assets of the Owner is conclusive evidence of insolvency;

and any portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro-rated basis to the date of termination.

9.2 Termination by the Owner The Owner shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 Surrender Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room and the Building, and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

10.1 Right to Terminate In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days' prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of section 9.3 of this Agreement. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro-rated basis to the date of damage to the Building.

ARTICLE 11 - FORCE MAJEURE

11.1 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 mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause 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.

ARTICLE 12 - NOTICES

12.1 Notices Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

- (a) If to the Owner:

CONTINENTAL SAXON HOLDINGS LIMITED
C/O DUNDEE REALTY MANAGEMENT CORP.
10104 - 103rd Avenue, Suite 1005
Edmonton, Alberta T5J 0H8

Attention: Property Manager
Facsimile: (780) 429-3914

- (b) If to the Licensee:

NEXACOR REALTY MANAGEMENT INC.
10104 - 103rd Avenue
28th floor
Edmonton, Alberta T5J 0H8

Attention: Director, Realty Transactions and Director, Lease Administration
Facsimile: (780) 409-6964

With a copy to :

BELL CANADA
21st Floor, 111 - 5th Avenue S.W.
Calgary, Alberta T2P 3Y6

Attention: Senior Legal Counsel
Facsimile: (403) 410-4019

12.2 Receipt Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.

12.3 Change of Address Either party may change its address or particulars for purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.

ARTICLE 13 - MISCELLANEOUS

13.1 CRTC Decision The Owner and the Licensee acknowledge that the access rights of telecommunications service providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.

13.2 Entire Agreement This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement.

13.3 Amendments Any amendments or modifications to this Agreement must be in writing and signed by both parties hereto.

13.4 Waiver No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

13.5 Successors and Assigns This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canada Business Corporations Act*, upon written notice to the Owner.

13.6 Registration on Title The Licensee shall not register this Agreement on the title to the Lands; however, the Licensee after having paid to the Owner the sum of Five Hundred Dollars (\$500.00) as an additional deposit which the Owner may use to defer costs incurred in removing such registration at the end of the Term, may register a caveat on title to the Lands, at its sole cost, provided such caveat shall describe only the Owner, the Licensee, the Premises, the Term and any renewals, and shall authorize and direct the Land Registrar to delete such instrument upon the expiration of the Term, unless notice of renewals registered by the Licensee with the Owner's approval, without further authorization. Such caveat shall be prepared by the Licensee's solicitors, and shall be subject to the prior written approval of the Owner, and shall be registered at the Licensee's expense. Upon expiration or termination of this Agreement, the Licensee shall forthwith remove or discharge from registration any such caveat and upon receipt by the Owner from the Licensee of reasonable evidence of such removal or discharge, the Owner will return such additional deposit to the Licensee.

13.7 Administration Fee The Licensee covenants and agrees to pay the Owner a reasonable administration fee for the review and execution of this Agreement and any subsequent agreements which amend, renew or extend this Agreement, as the case may be. The Owner's current fee, as of the date of execution of this Agreement, for such review and execution is One Thousand Dollars (\$1,000.00), plus GST.

13.7 **Enurement** This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf.

**CONTINENTAL SAXON HOLDINGS
LIMITED**

By its Manager, DUNDEE REALTY
MANAGEMENT CORP.

Per: _____

Name: _____ CGA

Title: Senior Vice-President, Western Canada

Date: Mar 5, 2007

Per: _____

Nam: _____

Title: President & Chief Operating Officer

Date: March 6, 2007

**I/We have the Authority to bind the
Company**

BELL CANADA

Per: _____

Name: _____

Title: _____

Date: _____

**I/We Have the Authority to bind the
Company**

SCHEDULE B

LEGAL DESCRIPTION OF LANDS:

PLAN F
LOTS 3 TO 5 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

MUNICIPAL DESCRIPTION OF LANDS:

EPCOR Centre
10065 Jasper Avenue
Edmonton, Alberta
T5J 3B1